

MINUTES

WATER & SEWER

THURSDAY – AUGUST 13, 2026 – 8:30 A.M.
COUNCIL CHAMBERS, MUNICIPAL BUILDING

Members present: Chair Daniel Seymour, Thomas Gryzwa, Fred Meintz, and Robert Warren.
Members excused: Gary Motkowski.

Others Attending: Mayor Katie Berman, Clerk-Treasurer Kathy Kennedy, Mark Madden, Rich Sparks, and Don Heikkila-Ruekert & Mielke, Inc.

Chair Seymour called the meeting to order at 8:30 a.m.

Motion by Seymour and seconded by Gryzwa to approve the agenda. Motion carried 4/0.

Minutes:

Motion by Warren and seconded by Seymour to approve the minutes of July 14, 2026. Motion carried 4/0.

Water & Sewer disbursements:

The disbursements for Water & Sewer were reviewed.

Communications:

Discuss/consider updated Water Distribution Agreements for Mobile Home Parks:

The Committee discussed and considered the updated Water Distribution Agreements for Mobile Home Parks. The Mayor and City Attorney will draft a provision addressing the maintenance and flushing of the private systems for review by the Water & Sewer Committee.

Motion by Meintz and seconded by Seymour recommending Council approve the updated Water Distribution Agreements for Mobile Home Parks. Motion carried 4/0.

Discuss/consider HYDROCORP Cross-Connection Control Program and potential agreement:

The HYDROCORP Cross-Connection Control Program and potential agreement were reviewed and discussed. A software presentation will be scheduled to determine whether the program would meet the City's needs.

Discuss/consider WWTP PFOS Minimization Plan, Task Order No. 2026-05:

Don Heikkila of Ruekert & Mielke presented the WWTP PFOS Minimization Plan, Task Order No. 2026-05, with an estimated cost of \$7,500–\$12,500. The plan was reviewed and discussed. The task order was previously approved by the Council due to the September 22, 2026, DNR deadline.

Discuss/consider advertisement for the Director of Public Works position:

The advertisement for the Director of Public Works position was reviewed and discussed. The advertisement was previously approved by the Personnel Committee.

Report from Ruekert & Mielke:

Don Heikkila-Ruekert & Mielke, Inc reported on the schedule for the WWTP Clarifier Replacement Project:

- Water & Sewer Committee Bid Review was completed in July
- Contract Award: August 7, 2026
- Executed Contract: August 2026
- Loan Closing: October 2026
- Construction Start Date: October/November 2026
- Construction Completion Date: November/December 2027 (400-day contract timeline)

Ruekert & Mielke, Inc. will be available to assist with Department of Public Works tasks during the absence of a Public Works Director.

Mark Madden reported on Water Utility:

- Meter installations and out-of-order meter replacements are continuing.
- Spring watermain flushing is complete.
- Repairs will be made to sanitary sewer lines.

Rich Sparks reported on Wastewater Treatment Plant (WWTP) & Sewer Utility:

- Whole Effluent Toxicity (WET) testing went well.
- The winter aeration basin is being cleaned.
- Quotes are being obtained for replacement following a VFD blower failure.
- The radiator for the external generator at the main lift station is sagging, causing the piping leading into the building to become misaligned. Bids are being obtained to refurbish and properly realign the piping.

Other matters:Set future meeting(s):

The next Water & Sewer meeting was scheduled for Tuesday, September 15, 2026 at 8:30 a.m.

Motion by Warren and seconded by Gryzwa to adjourn at 9:25 a.m. Motion carried 4/0.

Kathy Kennedy
Deputy Clerk-Treasurer

PFOS MINIMIZATION PLAN



City of Peshtigo - WWTF PFOS Minimization Plan Permit Number: WI-0030651-09-1

Permit Issue Date: July 30, 2024

Report Date: September 9, 2026

PREPARED FOR:

City of Peshtigo
331 French Street
Suite A
Peshtigo, WI 54157

PREPARED BY:

Ruekert & Mielke, Inc.
1400 Lombardi Avenue
Suite 101S
Green Bay, WI 54304

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**CITY OF PESHTIGO WASTEWATER TREATMENT FACILITY
PFOS MINIMIZATION PLAN
PERMIT NUMBER: WI-0030651-09-1
DATE: JULY 30, 2024**

NARRATIVE

The City of Peshtigo owns and operates a Wastewater Treatment Facility (WWTF) the is used to treat domestic, commercial and industrial wastewater discharged to the City of Peshtigo wastewater collection system. The City of Peshtigo also accepts hauled waste from septage and holding tanks. The WWTF utilizes an extended aeration activated sludge process to treat the wastewater. The extended aeration activated sludge process is followed by secondary clarification and seasonal disinfection. Phosphorus removal is also performed by precipitation.

Wastewater from the collection system and hauled waste are pumped by the Main Sewage lift Station to the WWTF headworks through 18-inch diameter force main. The wastewater is pumped to the raw sewage metering building. Two manually cleaned bar screens are installed in the influent channel to the metering building. Wastewater flow is measured by an 18-inch Parshall flume and sampled prior in the Metering building. The raw wastewater flows by gravity through a 24-inch diameter pipeline to the mixed liquor splitter box. Raw sewage and RAS combine in the splitter box to form mixed liquor prior to being discharged to aeration basins. The influent channel and metering building are in poor condition. The metering building HVAC equipment is no longer operational.

Mixed liquor in the splitter box flows by gravity through 20-inch diameter pipelines to the aeration basins. The activated sludge system has four aeration basins. Normally one aeration basin is in service. Aeration basin No. 1 and Aeration Basin No. 3 are used for treatment in an alternating sequence. Aeration Basin No. 2 is not in service. Aeration Basin No. 4 is typically used to store excess sludge. The activated sludge system is operated as an extended aeration process.

Each aeration basin is equipped with a rectangular weir for level control. Mixed liquor flows over the weirs by gravity through 20-inch, 24-inch, and 36-inch diameter pipelines to a splitter box. The mixed liquor in the splitter box is distributed to three circular secondary clarifiers through 24-inch diameter pipelines. Typically, two secondary clarifiers are in service, and the third clarifier is used as a standby clarifier. Mixed liquor suspended solids are settled in the clarifiers.

The effluent from the secondary clarifiers flows over V-notch weirs, collects in a trough, and flows by gravity through 18-inch diameter pipelines to a control manhole. The clarifier effluent flows through a 24-inch diameter pipeline to the chlorine contact tank. Chlorine solution is added to the inlet to the contact tank.

The clarifier effluent can be directed to the emergency settling basin through a 24-inch diameter pipeline. Sodium Bisulfite is added to the effluent structure of the chlorine contact tank for dechlorination. The effluent from the chlorine contact tank flows through a 24-inch diameter pipeline to the Peshtigo River.

Solids generated at the WWTF waste activated sludge (WAS) from the extended aeration activated sludge process. WAS is pumped by the RAS pumps to the gravity sludge thickener. Thickened WAS from the sludge thickener is pumped by one of two thickened sludge pumps to the sludge storage tank.

The sludge storage tank is equipped with a submersible mixer. The plant staff uses a portable submersible pump to decant supernatant from the storage tank. The total volume of the sludge storage tank is 704,980 gallons. The sludge storage tank along with Aeration Basin No. 4 provide well over 180 days required by NR 208. The sludge from the sludge storage tank is disposed of on agricultural land by contract haulers. Sludge is injected when applied to comply with vector attraction reduction methods.

Sludge was last disposed of on agricultural land in 2022. A total of 780,000 gallons were applied to agricultural land in 2022.

Current actions being taken to address Per- and Polyfluoroalkyl Substances (PFAS) contamination in the Town of Peshtigo include the ongoing site investigation and treatment of contaminants from the JCI/Tyco Fire Products facility—a project which has been active since 2017. This project is being carried out by the Town of Peshtigo with involvement from the Wisconsin department of Natural Resources (WDNR) and the United States Environmental Protection Agency (USEPA)—and the Private Well PFAS Testing project, which completed its initial sampling phase in 2024-2025.

A permit modification was issued on July 30, 2024 which included a requirement for bimonthly PFAS testing for the WWTF effluent. The city has performed bimonthly WWTF effluent testing from 2024-2026 to analyze which types of PFAS contamination are most prominent and identify any seasonal or annual trends. Wastewater collection system samples were also taken in 2019, though no pre-treatment samples have been taken in more recent years. Testing of biosolids was performed in 2022, as well. Statistics for the effluent Perfluorooctane Sulfonic Acid (PFOS) and Perfluorooctanoic Acid (PFOA) levels calculated from the 2024-2026 data are listed in the following table.

Table 1: PFOS & PFOA Effluent Statistics

	PFOS ng/L	PFOA ng/L
1-day P ₉₉	21.80	16.21
4-day P ₉₉	13.75	11.62
30-day P ₉₉	9.67	9.21
Mean	7.76	8.0
Std Dev	4.11	2.68
Sample Size	14	14
Range	2.2-14	4.9-14

The WDNR, after review of the WWTF effluent testing data, has determined the need for the City of Peshtigo to proceed with a PFOS Minimization Plan. Based on the above effluent statistics, the WDNR determined there is reasonable potential for the WWTF to discharge PFOS in concentrations above the narrative standard in Wisconsin Administrative code s. NR102.04(8)(d). The narrative standard for surface waters for PFOS in NR102.04(8)(d) is 8 nanograms per Liter (ng/L). Implementation of this minimization plan may result in a reduction of PFOS in the effluent of the WWTF to comply with NR102.04(8)(d).

SOURCE IDENTIFICATION

The City of Peshtigo performed collection system grab sampling in August and November of 2019. A summary of this data can be found in Appendix B. Figure 1 shows the different sampling locations, their names, and any relevant industries or infrastructure near the sampling point.

Aug 31, 2026 8:17am PLOTTED BY: GDePrey, SAVED BY: GDePrey
Users: GDePrey (DC:\Accounts\GDePrey), Ruekert & Mielke, Inc. (X268) - City of Peshtigo
Map: City of Peshtigo - 2019 Collection System Sample Locations
XREFS: .\Base Map-2023 MARINETTE CO COORDS.dwg

RM1117LB

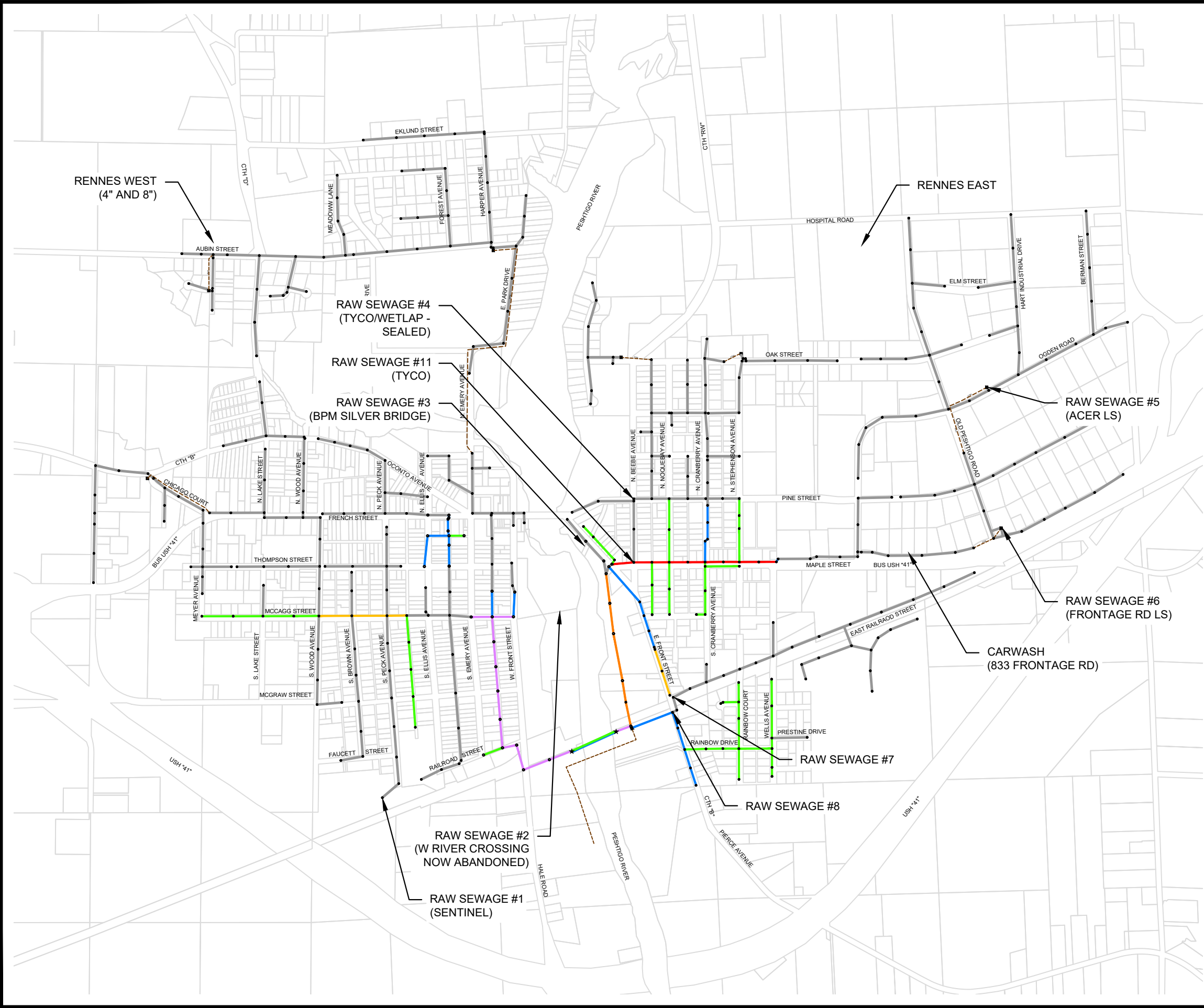
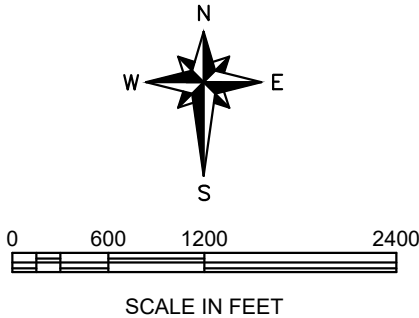


FIGURE 1
2019 COLLECTION SYSTEM
SAMPLE LOCATIONS
CITY OF PESHTIGO
MARINETTE COUNTY, WISCONSIN

- LEGEND**
- 8-INCH SANITARY SEWER
 - 10-INCH SANITARY SEWER
 - 12-INCH SANITARY SEWER
 - 15-INCH SANITARY SEWER
 - 18-INCH SANITARY SEWER
 - 24-INCH SANITARY SEWER
 - UNKNOWN SEWER SIZE
 - FORCE MAIN
 - (SN) SANITARY MANHOLE FIELD LOCATED
 - SANITARY MANHOLE
 - LIFT STATION
 - ★ RIVER CROSSING STRUCTURE



DATE: AUGUST 31, 2026

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SOURCE:
BASEMAP SOURCE:

Table 2: PFOS 2019 Mass Loading

PFOS Source Category	2019 Annual Mass Loading (lbs/yr)	Annual Percent of Total
JCI/Tyco (closed)	0	0%
Sentinel Structures (closed)	2.6×10^{-5}	22%
Frontage Carwash	3.1×10^{-6}	3%
Collins/UTC Aerospace (closed)	1.9×10^{-6}	2%
BPM	No data	No data
Aacer Flooring (closed)	8.7×10^{-5}	74%
TOTAL	1.18×10^{-4}	100%

The above mass loading values in Table 2 were determined using water consumption data, since there is no direct metering of wastewater from specific sources. Therefore, for sources like Aacer where much of the water is likely being lost as steam, the mass loading is likely an overestimate. More direct metering at each source would be needed to create more accurate mass loading estimates.

Additionally, four of the above six major sources have closed or ceased operations since the 2019 data was collected, and additional potential sources without any existing data like those listed above further impact the accuracy of the mass loading estimates. BPM Paper Mill had available concentration data but no flow data since private wells are used for process water at the paper mill. Some potential additional sources of PFOS not accounted for in the 2019 data collection include hauled waste, inflow and infiltration, and legacy solids contamination. More current data and additional sampling would be needed to further investigate potential sources for PFOS loading on the WWTF.

DATA ANALYSIS

Data from the effluent sampling shows a general trend of some PFAS concentrations, including PFOS and PFOA, spiking in the spring and summer and decreasing in the fall and winter. The months with higher concentrations tend to be correlated with months of higher precipitation and higher hauled waste rates, indicating that the contaminants are likely being mobilized during higher flow rates. The substances with the highest concentrations recorded in the effluent data are PFPeA, PFHxA, PFOA, PFBS, PFOS, and PFBA.

Figure 2: PFAS WWTF Effluent Concentrations Over Time

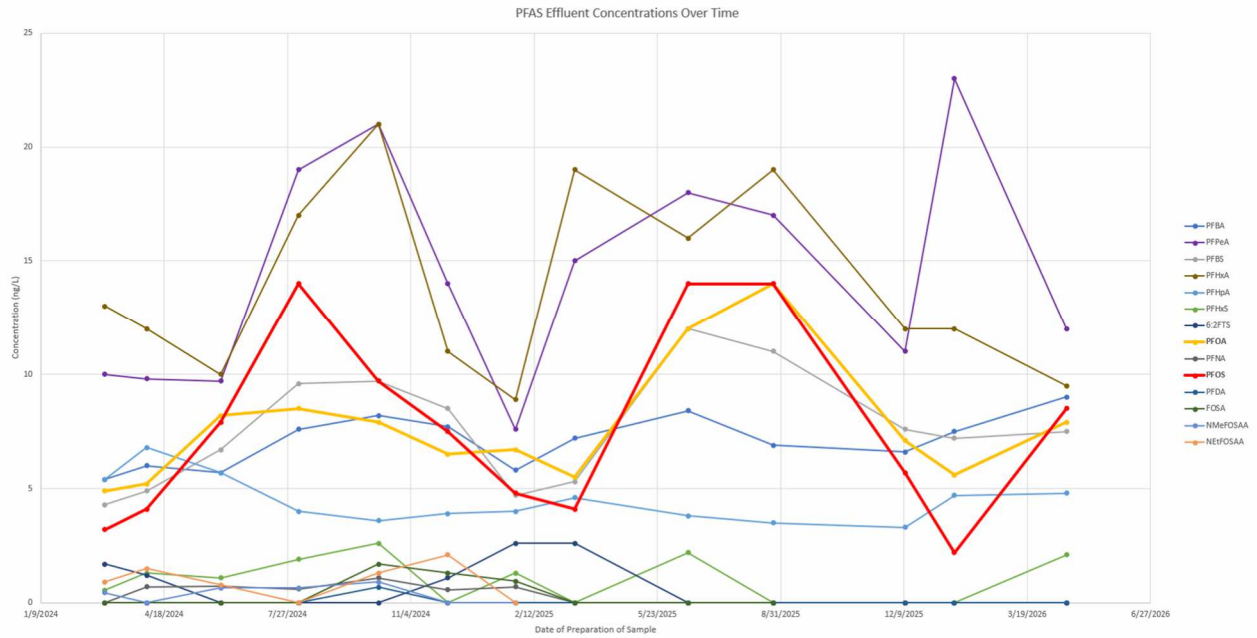
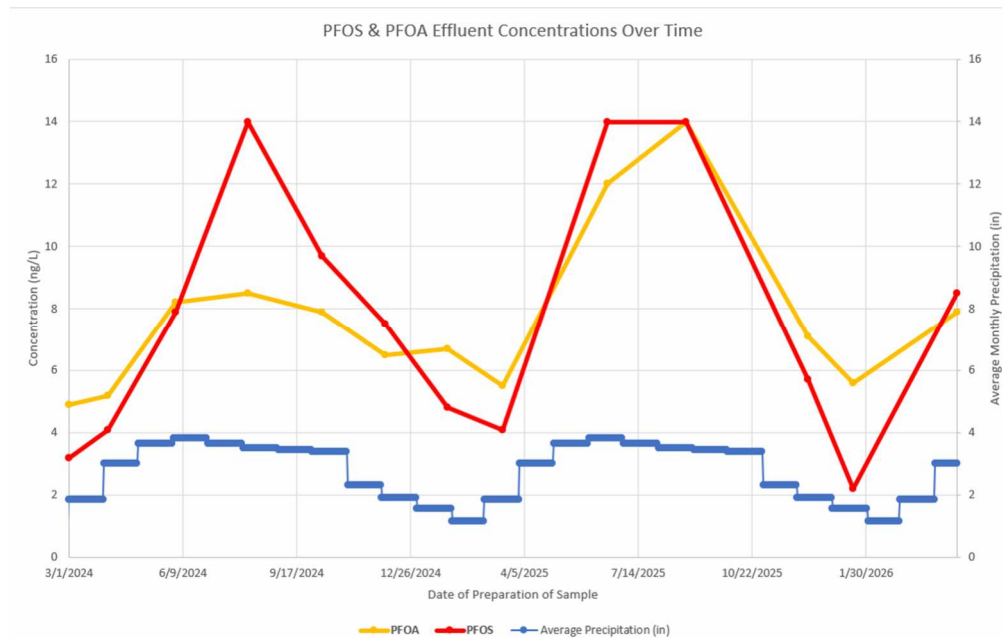
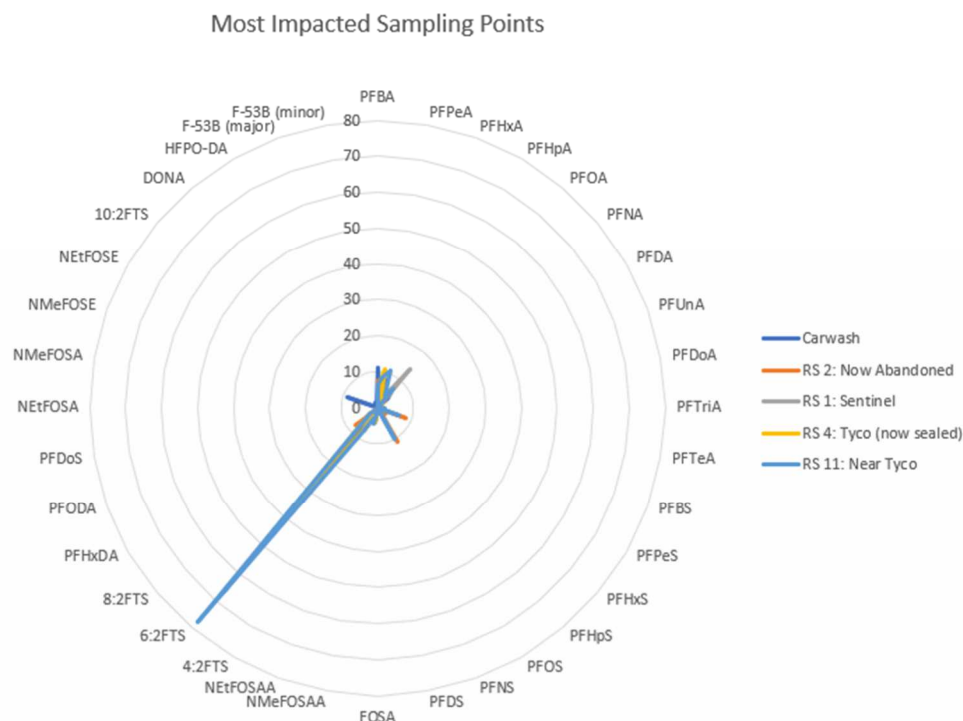


Figure 3: PFOS & PFOA WWTF Effluent Concentrations, Average Monthly Precipitation



Data from the collection system, though out of date, can be used in conjunction with the WDNR's PFAS fingerprinting program to aid in source identification, as well as compared to the more recent effluent data to identify changes in concentration patterns. This older data showed very high levels of 6:2FTS—a chemical frequently used in Aqueous Film-Forming Foams (AFFFs)—specifically near JCI/Tyco and the Frontage Road car wash, though these levels are not reflected in the more current WWTF effluent data. PFOA and PFOS levels similar to those observed in the more current WWTF effluent data were measured near the former Sentinel Structures and at the now-abandoned old river crossing.

Figure 4: Most Impacted 2019 Sampling Points Radar Graph



The decrease in 6:2FTS concentrations between the 2019 collection system data and the 2024-2026 WWTF effluent data are likely due to a few factors: the sealing of the collection point nearest to JCI/Tyco, the ongoing remediation efforts at the site, and its tendency to sorb onto waste sludge rather than remaining in effluent water¹.

The WWTF also carried out PFAS testing of the sludge and effluent in 2022, which showed a 6:2FTS effluent concentration of 3.8 ng/L—slightly higher than effluent levels in 2024-2026 but much lower than the collection system levels in 2019. The 2022 WWTF results showed nondetectable levels in biosolids. Since 6:2FTS is not significantly degraded in conventional wastewater treatment processes and there are no excessively high concentrations in either the effluent water or sludge, it is likely that the 6:2FTS was coming from JCI/Tyco and is no longer entering the wastewater system.

¹ (Wang et al., 2011): <https://doi.org/10.1016/j.chemosphere.2010.11.003>

Average PFOA and PFOS concentrations, however, increased between the 2019 collection system measurements and the 2024-26 WWTF effluent measurements. While it is difficult to attribute a precise cause to this increase with the limited data available, studies have demonstrated that PFAS—particularly PFOA and PFOS—concentrations frequently increase during conventional wastewater treatment processes due to the transformation of precursor substances and desorption of PFAS from solids. NEtFOSAA, NEtFOSA, and FOSA compounds are precursor substances and transform to PFOS through biodegradation². There is a higher combined concentration of the above PFOS precursors in the collection system data than in the effluent data, though the time gap between the datasets makes it difficult to determine whether this is because of biodegradation to PFOS or due to other factors.

² (Barisci and Suri, 2021): <https://doi.org/10.2166/wst.2021.484>

PLANNED ACTIONS

Minimization Plan Activities	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year
1. Collection System Sampling	x						
a. West of new river crossing							
b. Upstream of east river crossing manhole							
c. East of Main Lift Station							
2. Hauled Waste	x						
Alternative A. Sampling of hauled waste							
Alternative B. Temporary suspension of hauled waste discharge + effluent PFAS testing							
3. Analysis of testing results	x						
a. Targeting of relevant areas							
b. Identify potential sources							
4. Targeted Location/Customer Collection System Sampling (based on results of Item 1 above)		x	x	x			
5. Address newly identified sources				x	x		
6. Potential Sewer Use Ordinance Revisions to Restrict PFAS Discharge						x	x
7. Public Outreach Flyers	x	x	x	x	x	x	x
8. Annual Reporting	x	x	x	x	x	x	x

Figure 6: WDNR General PFAS Flyer

What are PFAS?

PFAS are a group of human-made chemicals used for decades in numerous products.

stain-resistant carpet & fabric non-stick cookware firefighting foam fast food packaging

Products that **may contain PFAS**.

What is Wisconsin Doing About It?

establishing PFAS health standards for drinking water, groundwater and surface water soil & water testing researching fish & wildlife listening & feedback sessions state collaboration

Additional efforts include a **PFAS Action Committee (WisPAC)** and a **PFAS Technical Advisory Group**.

Why Should I Care?

PFAS persist in the environment and the human body for long periods of time. Recent findings indicate that exposure to certain PFAS may have harmful health effects in people.

certain types of cancers thyroid & heart issues developmental delays infertility & low birth weight

What You Can Do...

Test Your Well Water
dnr.wi.gov/u/?q=177

Check State Fish Advisories
dnr.wi.gov/u/?q=176

Learn More About PFAS Health Risks
dnr.wi.gov/u/?q=175

Visit **dnr.wi.gov**, search **PFAS**.

RR-114b-E

APPENDIX A – PFOS AND PFOA MINIMIZATION PLAN ANNUAL REPORT CHECKLIST

NOTE: Permittees are not required to fill out and submit this checklist with their annual report. Rather, this checklist is provided as a resource to aid facilities in completing their annual report to ensure that the proper information is reported to the department.

Section I: General Information

Permittee Name:

Pollutant:

Annual Report Year Covered (i.e., 2024): Permit Term (i.e., 10/01/2022 – 09/30/2027):

Section II: Summary of Pollutant Reduction Work Done to Date

Pollutant Source Identification

☐ List and discuss sources of pollutants. The discussion should include whether the specific source is controllable. If not controllable, include details as to why not.

Actions Completed

☐ Discuss the source reduction measures completed during the previous year. It should be identified if this action was to minimize or maintain a pollutant source.

☐ For each of the actions, provide a detailed summary* and attach any supplemental information. This could include date/date range of action, copy of meeting minutes, inspection results, rebates, etc.

☐ If any actions triggered next steps, these actions should be included along with a planned schedule.

Actions Not Completed

☐ Include a list of planned actions for the year, according to the approved minimization plan, that were not completed.

☐ A detailed explanation* as to why the planned actions were not completed should be included. This could have been due to operator time, funding, or additional barriers.

☐ Discuss in detail the encountered barriers that prevented completion of the action items.

☐ Along with a new time frame, include steps to ensure planned actions will occur in the future.

* This is the main focus of the report and should clearly reiterate the setbacks to the planned actions.

Section III: Summary of Progress

Data Analysis

☐ All data collected for the previous years should be included. This data could include any influent, effluent, blanks, industry, or other sampling performed.

☐ Provide data in one or more of the following formats:

☐ Graphs ☐ Tables, Averages ☐ Raw Data

☐ Include an analysis summary of the data. This could include high effluent due to seasonality, industrial loads, or unknown spikes.

Section IV: Planned Actions

Actions Planned

☐ List the planned actions for the upcoming year, according to the approved minimization plan. This list should also include any follow-up/next step actions identified in Section II above.

Section V: Final Report

Only applies to the final report prior to permit expiration.

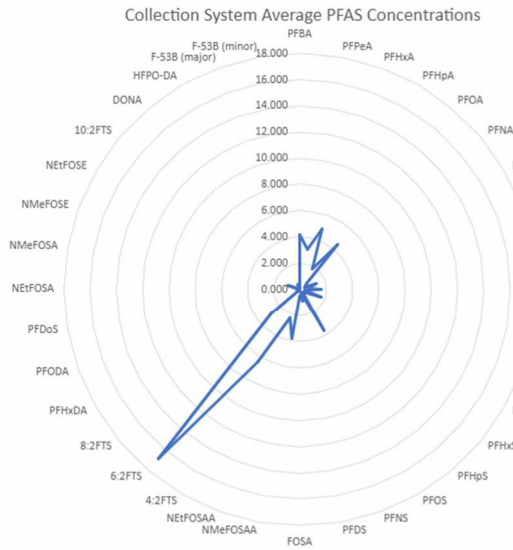
☐ This should be a discussion on the ability to meet the final water quality limit and additional steps the facility can take during the next permit term to meet the final limit.

☐ Submit an updated minimization plan if the facility is anticipating the need to further reduce effluent concentrations.

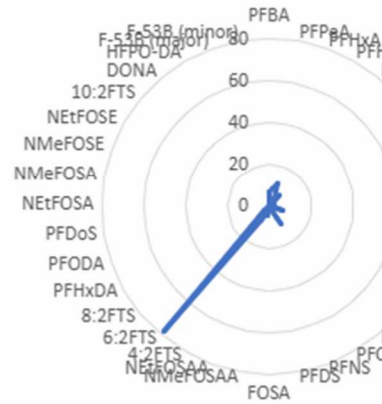
APPENDIX B – 2019 COLLECTION SYSTEM SAMPLING DATA SUMMARY AND RADAR MAPS

	Carwash	Raw Sewage #1	Raw Sewage #2	Raw Sewage #3	Raw Sewage #4	Raw Sewage #5	Raw Sewage #6	Raw Sewage #7	Raw Sewage #8	Raw Sewage #11	Rennes E Oak St	Rennes W 4" Sewer	Rennes W 8" Sewer	Average Overall	Standard Deviation Overall
	11/27/2019	8/2/2019	8/2/2019	8/2/2019	8/2/2019	8/2/2019	8/2/2019	8/2/2019	8/2/2019	8/2/2019	11/27/2019	11/27/2019	11/27/2019		
PFBA	11	0.48	7.4	1.9	5.5	0.47	0.48	2.5	4.2	6.6	9	3.4	1.4	4.179	3.479
PFPeA	2.8	0.67	5.8	1.6	11	0.65	1.4	2.1	3.5	8.6	0.48	1.5	0.44	3.118	3.351
PFHxA	8.4	0.8	6.6	1.4	2.5	2.6	0.79	19	6.9	11	0.54	2	1.6	4.933	5.404
PFHpA	2.3	3.9	3	0.94	4.5	0.33	0.47	0.65	2	3.9	0.23	0.79	0.59	1.815	1.549
PFOA	6.4	14	9.4	4.2	2.8	2.1	1.3	2.8	4.3	7.1	0.79	1.9	1.2	4.484	3.851
PFNA	4	0.37	0.53	0.38	0.37	0.36	0.37	0.37	0.35	0.75	0.25	0.24	0.24	0.660	1.013
PFDA	0.29	0.43	0.43	0.44	0.42	0.41	0.42	0.41	0.51	0.47	0.29	0.28	0.28	0.391	0.078
PFUnA	1	1.5	1.5	1.6	1.5	1.5	1.5	1.5	1.4	1	1	0.99	0.99	1.306	0.258
PFDoA	0.51	0.76	0.76	0.78	0.75	0.73	0.75	0.73	0.71	0.83	0.51	0.49	0.5	0.678	0.125
PFTriA	1.2	1.8	1.8	1.8	1.8	1.7	1.8	1.7	1.7	2	1.2	1.2	1.2	1.608	0.293
PFTeA	0.27	0.4	0.4	0.41	0.4	0.39	0.4	0.39	0.37	0.44	0.27	0.26	0.26	0.358	0.067
PFBS	0.19	0.27	8.3	0.28	0.75	0.27	0.27	0.46	2.8	6.5	0.19	1.3	0.7	1.714	2.648
PFPeS	0.28	0.41	0.41	0.42	0.41	0.4	0.41	0.4	0.39	0.45	0.28	0.27	0.27	0.369	0.067
PFHxS	0.16	0.23	2.6	0.59	0.25	0.23	0.23	0.23	0.22	0.26	0.16	0.15	0.15	0.420	0.665
PFHpS	0.18	0.26	0.61	0.3	0.26	0.25	0.26	0.25	0.25	0.29	0.18	0.17	0.17	0.264	0.113
PFOS	0.5	8.2	11	7.9	0.74	2.5	0.74	0.72	3.8	10	0.5	0.48	0.49	3.659	4.081
PFNS	0.15	0.22	0.24	0.23	0.22	0.21	0.22	0.21	0.21	0.24	0.15	0.14	0.14	0.198	0.038
PFDS	0.3	0.44	0.44	0.45	0.44	7.2	0.44	0.43	0.41	0.49	0.3	0.29	0.29	0.917	1.889
FOSA	0.32	0.63	0.67	1.2	0.48	0.47	0.48	0.47	0.45	0.53	0.33	0.31	0.32	0.512	0.236
NMeFOSAA	2.9	4.3	4.3	4.4	4.2	4.1	4.2	4.1	4	4.7	2.9	2.8	2.8	3.823	0.697
NetFOSAA	1.8	2.6	2.6	2.7	2.6	2.5	2.6	2.5	2.5	2.9	1.8	1.7	1.7	2.346	0.427
4:2FTS	4.8	7.1	7.2	7.4	7.1	6.9	7.1	6.9	6.7	7.9	4.8	4.7	4.7	6.408	1.185
6:2FTS	67	2.7	3.7	2.8	49	2.7	2.7	2.7	2.6	78	1.9	1.8	1.8	16.877	27.897
8:2FTS	1.9	2.7	7.8	2.8	2.7	2.7	2.7	2.7	2.6	3	1.9	1.8	1.8	2.854	1.547
PFHxDA	0.82	0	0	0	0	0	0	0	0	0	0.83	0.8	0.8	0.250	0.390
PFODA	0.43	0	0	0	0	0	0	0	0	0	0.43	0.41	0.41	0.129	0.202
PFDoS	0.42	0	0	0	0	0	0	0	0	0	0.42	0.4	0.41	0.127	0.198
NetFOSA	0.81	0	0	0	0	0	0	0	0	0	0.81	0.78	0.78	0.245	0.382
NMeFOSA	0.4	0	0	0	0	0	0	0	0	0	0.4	0.39	0.39	0.122	0.190
NMeFOSE	8.9	0	0	0	0	0	0	0	0	0	1.3	1.3	1.3	0.985	2.444
NetFOSE	0.79	0	0	0	0	0	0	0	0	0	0.79	0.76	0.77	0.239	0.374
10:2FTS	0.18	0	0	0	0	0	0	0	0	0	0.18	0.17	0.17	0.054	0.084
DONA	0.17	0	0	0	0	0	0	0	0	0	0.17	0.16	0.16	0.051	0.079
HFPO-DA	1.4	0	0	0	0	0	0	0	0	0	1.4	1.3	1.4	0.423	0.661
F-53B (major)	0.22	0	0	0	0	0	0	0	0	0	0.22	0.21	0.22	0.067	0.105
F-53B (minor)	0.3	0	0	0	0	0	0	0	0	0	0.3	0.29	0.29	0.091	0.142

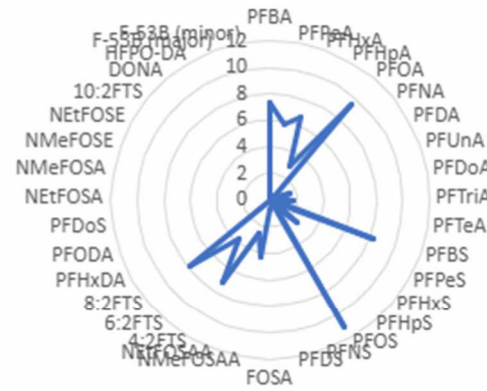
RADAR MAPS



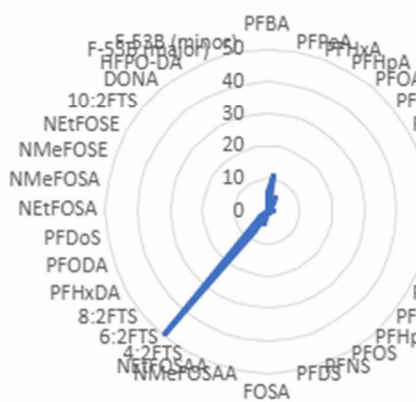
RS 11: Near Tyco



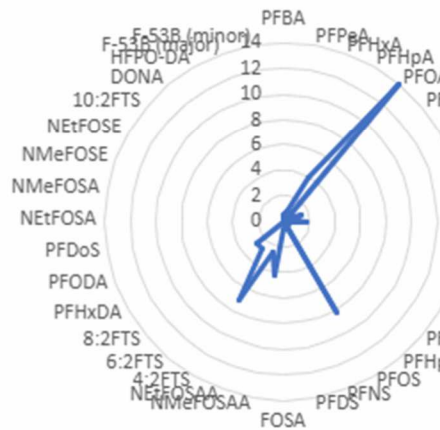
RS 2: Old River Crossing, abandoned



RS 4: Tyco (now sealed)



RS 1: Sentinel



APPENDIX C – REFERENCES

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SERVICE AGREEMENT

DEVELOPED FOR

Matt Decur

City of Peshtigo, WI

331 FRENCH ST SUITE A
Peshtigo, WI, 54157

8/5/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com



SCOPE OF WORK..... 3-4

PROFESSIONAL SERVICE AGREEMENT..... 5-9

APPENDIX - QUALIFICATIONS..... 10

Statement of Work

HydroCorp™ ("Company") will provide the following services to the City of Peshtigo, WI ("Client"). This project is a beginning effort for an ongoing Cross-Connection Control Program and will provide the City of Peshtigo, WI with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Peshtigo, WI and HydroCorp, you may expect completion of the following elements within a 60 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential & Residential Interior initial inspections, compliance inspections, and re-inspections at individual residential, industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Wisconsin Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City of Peshtigo, WI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: residential, industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 310 non-residential inspections and 355 residential inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional inspections above the contract terms will be billed separately at a rate of \$178.20 for non-residential inspections and \$103.16 for residential inspections. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14.

The above services will be provided for:

Year	Annual Amount
Year 1	\$16,960.36
Year 2	\$17,638.77
Year 3	\$18,344.32
Year 4	\$19,078.09
Year 5	\$19,841.21
Contract Total	\$91,862.75

Contract Amount is based upon a 60 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice Annually. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 1/1/2027.

City of Peshtigo, WI

HydroCorp



By:

Title:

By: Paul M. Patterson

Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Applicability.** These terms and conditions (these “Terms”) are the only terms which govern the provision of the professional services (“Services”) by HydroCorp, LLC, a Michigan limited liability company (“Company”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“Client”, and together with Company the “Parties” and each individually a “Party”). The attached statement of work, order form, proposal, or purchase order (the “Proposal”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “Client Contract Manager”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “Company Representatives”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “Deliverables” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “Intellectual Property Rights” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “Pre-Existing Materials” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “Client Materials” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "Software") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE; (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "Representatives" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All Items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



SOFTWARE AGREEMENT

DEVELOPED FOR

Matt Decur

City of Peshtigo, WI

331 FRENCH ST SUITE A

Peshtigo, WI, 54157

8/5/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com



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APPENDIX - QUALIFICATIONS..... 10

Statement of Work

HydroCorp™ ("Company") will provide the following services to the City of Peshtigo, WI ("Client"). This project is a continued effort for an ongoing Cross Connection Control and Backflow Assembly Test Tracking Program that will provide the City of Peshtigo, WI with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Backflow Testing Program Requirements. Once this project has been approved and accepted by the City of Peshtigo, WI and Company, you may expect completion of the following elements within an 36 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Backflow Assembly Test Tracking Program. Items for discussion/review will include the following:

- Review/establish wording and timeliness for testing notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - First Testing Notice, Second Testing Notice, Final Testing Notice
 - Non-Compliance Notice, if applicable
- Electronic use of notices/program information
- Assist Client with template for facility listing, address information, and existing program data from Utility.
- Train and support on Company proprietary software platform

1.2. Test and Survey Submittal Process. Company will train client on using Company software to administer, schedule, track, and perform surveys and test tracking management to designated City of Peshtigo, WI Water Customers. Additionally, Company will support and train City of Peshtigo, WI on notice process to provide notices to water customer with and without previously identified installations of Testable Type Backflow Prevention Assemblies for Surveys and Backflow Testing. Notice will include a unique code for Certified tester to submit test form via the Company online portal.

- (a) Company does not accept test forms via fax, mail, or email from testers, water customers, or Client
 - i. Client can choose to enter test form(s) manually on behalf of testers.
- (b) Tests can be submitted 24 hours a day, 365 days per year

1.3. Qualified Testers. Qualified Wisconsin Backflow Preventer Testers will register via Company Proprietary Software and be verified by client for current credentials prior to online test forms being accepted. Credentials shall be maintained in Company Managed Software and updated by Company staff.

- (a) All testers are required to register & should process results online per company recommended process.
 - i. Client can choose to enter test form(s) manually on behalf of testers.
- (b) Tester Lists are managed and viewable online. Link is listed in all notices sent out – no printout is available

1.4. Program Data and Account Listing. Company will assist and provide documentation for the initial required program data for the Water Customer and Backflow Assembly Devices listed in the Account Listing using the Company's Proprietary Software platform. Program Data shall remain property of Client. however, Company's Proprietary Software platform shall remain the property of Company. Client shall be granted capabilities to be able to manage their client instance.

- (a) Account Listing: City of Peshtigo, WI to upload account listing of active water customers with known and unknown backflow preventer assemblies.
- (b) Account Listing Format: Account listing required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip. **Any development work to enter facility listing in Company database by Company outside of normal electronic import will be charged at the rate of \$80.00 per hour.**
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
- (d) All previous test data must be provided in excel format. **Any development work to enter device or testing information in Company database by Company outside of normal electronic import will be charged at the rate of \$80.00 per hour.**

1.5. Notices. Client will manage all the survey, testing, and related notice and program material schedule, printing, and delivery based on the information provided in 1.4.

- (a) Notice Templates: Company maintains standard notice templates & verbiage available for use by all Company clients. City of Peshtigo, WI can choose to customize their notices within formatting capabilities of Company Platform.

- (b) **Notice Delivery:** Client will determine and manage best course of delivery of notices and related program material. Company will assist in layout of notice template for printing within capabilities of Company Platform.

1.6. **Management Reports.** Company will make available comprehensive management reports in electronic, downloadable format on a regular basis to Client. Company will provide access to HydroSoft to allow for more frequent reporting and review of program information.

1.7. **Public Relations Program.** Company will assist Client with a community-wide public relations program, including general awareness brochures and website program content.

1.8. **Support.** Company will provide ongoing Client support via phone, website, or email for the Term during normal business hours.

1.9. **Program Terms.** Company will track a maximum of 300.00 facilities annually over the Initial Term. The total annual facilities include all agreed upon facilities that will have a service (inspection, test tracking, or other) associated with annually. Additional services at additional facilities above the contract terms will be billed separately at a rate of \$11.50 per service.

1.10. **Annual Year-End Review.** Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

The above services will be provided for:

Year	Annual Amount
Implementation Fee	\$1,000.00
Year 1	\$3,000.00
Year 2	\$3,120.00
Year 3	\$3,246.00
Contract Total	\$10,366.00

Contract Amount is based upon a 36 Month term and shall renew in 12-month increments after the term unless written cancellation by either party received at least 60 days prior to renewal. Company will invoice in Annual Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 9/1/2026.

City of Peshtigo, WI

HydroCorp



By:

Title:

By: Paul M. Patterson

Its: Senior Vice President

HYDROCOP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Applicability.** These terms and conditions (these “Terms”) are the only terms which govern the provision of the professional services (“Services”) by HydroCorp, LLC, a Michigan limited liability company (“Company”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“Client”, and together with Company the “Parties” and each individually a “Party”). The attached statement of work, order form, proposal, or purchase order (the “Proposal”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “Client Contract Manager”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to

the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “Company Representatives”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “Deliverables” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “Intellectual Property Rights” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “Pre-Existing Materials” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “Client Materials” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. **Access to Company’s Software Data Management Program; Management Reports.**

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of Company.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing

Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or

further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING

EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



INTEGRATED SOLUTIONS
LEGENDARY SERVICE

L&S Electric Inc.
10200 Durand Avenue
Sturtevant, WI 53177
U.S. Watts: 800-367-7676
Phone: 262-886-1875 Ext: 3724
Fax: 262-886-9202
Web: www.lselectric.com

To: City of Peshtigo
331 French Street
Peshtigo, WI 54157

Attn: Richard Sparks

Quote No: 081426bg
Terms: Net 30
Delivery: as scheduled
Freight: PP&A
Cust No: C 1859
Prices: Expire 9/12/26
Date: August 14th, 2026

Subject: Hoffman blower NDE bearing change

L&S Electric, Inc. is pleased to quote the following: Remove and replace one non-drive end bearing (6314) and replace
On Site work includes but not limited to the following:

- Mobilize technicians and tooling to site
- Join Peshtigo WW LOTO.
- Verify as found shaft alignment between blower and motor.
- Remove motor NDE bearing housing and bearing only.
- Micrometer measure critical fits
- Furnish and install rebuild kit of bearing, gaskets, oil seals
- Verify as-left shaft alignment*
- Secure from LOTO.

Estimated pricing: \$2,784.86

Lead time: Travel / 6 hours on-site

Option: Driven end and non driven end blower basic rebuild kit for stock..... \$1,890.00

Please note that the pricing provided is strictly budgetary and is subject to change pending finalized inspection and evaluation. Any repairs or replacement parts not specifically identified within the above Scope of Work are excluded from this estimate. If such unforeseen items are identified, they will be documented with supporting photographs and presented to the project lead for review and approval prior to commencement of any related work. Labor exceeding **6 hours on-site**, idle time not attributable to the actions or omissions of L & S Electric, Inc., and/or any repairs outside the defined Scope of Work will be billed on a time-and-material basis in accordance with the rates specified in the attached rate sheet. L & S Electric, Inc. shall not be held responsible for any acts or omissions by plant personnel who are not employees of L & S Electric, Inc.* Corrections to shaft alignment are not included in this estimate if labor hours are in excess of six.

NOTE:

Orders placed are subject to cancellations charges.

There will be a cancellation fee incurred for any print approval order cancelled after motor data is received by customer. Custom, modified and built to order items are non-cancellable and non-returnable except for warranty reasons.

Credit card payments are subject to 3% processing fees. Credit card will be charged at the time of shipment and payment terms will be forfeited.

Prices quoted are based on current applicable tariffs, duties, and import/export costs as of the date of this quote/purchase order. Any new or increased tariffs, duties, taxes, or government-imposed fees affecting the cost of imported materials or products, implemented after the date of this quote/purchase order, will be passed through to the customer. L & S Electric reserves the right to adjust pricing accordingly to reflect such changes. The customer agrees to accept and pay for any such additional costs as part of the total purchase price.

Thank you for the opportunity to quote your project needs. Please feel free to contact me with any questions or concerns. L & S Electric, Inc. terms and conditions apply.

Sincerely,

Brian Gillard | Onsite Manager | L&S Electric, Inc.

1.800.367.7676 | Cell 715.660.6286 | Ofc 715.241.3724 | Fax 715.241.3725

bgillard@lselectric.com | www.lselectric.com



L & S Electric, Inc.
Onsite Services
10200 Durand Avenue
Sturtevant, WI 53177

Standard Terms and Conditions of L & S Electric, Inc. – 2025

1. Agreement of Sale. Unless a separate contract is executed by both parties, which shall govern this order, the following shall apply:
 - a. In consideration hereof, “Buyer” seeks to purchase from L & S Electric, Inc. (the “Seller”) the product, part, equipment, accessories, or material (“Goods”) and/or scope of work (“Services”) described in the applicable quotation of Seller (“Quote”) and Seller seeks to provide such to Buyer.
 - b. Any of the terms and provisions of Buyer's order (“Purchase Order”) which are additional or different with the terms and provisions hereof, shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of Goods and/or performance of Services hereunder. Buyer shall be bound by these Terms and Conditions (“Terms”) upon: (i) issuing a purchase order; (ii) Seller begins to order materials or begins Services; (iii) Seller ships Goods to Buyer, and/or (iv) Buyer accepts delivery of Goods and/or allows Services, whichever occurs first.
 - c. This writing is intended by the Seller and Buyer as a final and exclusive expression of this agreement and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in these Terms. No waiver or modification of any of the Terms shall be valid unless it is made in writing and signed by both parties. The failure of the Seller to enforce any right possessed under the Terms shall not constitute a waiver thereof or establish a custom.
 - d. In the event of conflict between contract documents and for scope of work clarity, the order or precedent shall be: (i) any duly executed Change Orders, (ii) the Quote, (iii) these Terms and Conditions, (iv) the Purchase Order (excluding all terms and conditions thereof), and (v) Buyer's drawings, designs and specifications.
2. Prices and Term of Payment. Except as may be set forth in the Quote or other mutually agreed contract document, standard terms of payment are cash in full within thirty (30) days of invoice date. All orders are subject to the approval of the Seller's Credit Department and the Seller may require full or partial payment in advance, prorated or milestone payments shall become due as shipments or other deliverables are made or as set in the Quote. If Buyer fails to comply with terms of payment, or otherwise materially breaches, Seller reserves the right to cancel the unfilled portion of any contractor order, but Buyer shall remain liable for all unpaid accounts and for any other damages due Seller as a result of Buyer's breach of these Terms. To the extent allowed under law, Seller may charge the maximum lawful interest rate on past due amounts. Any expenses associated with collections on past due invoices shall be paid by Buyer. Buyer is responsible for all sales, use, occupation, excise or similar tax which Seller invoices as a separate line item, unless a valid tax exemption certificate, acceptable to the appropriate taxing authorities, is provided at time of order.
 - a. Goods: Prices listed in the Quote are estimates. Seller reserves the right to modify prices based on supplier cost changes. Prices are not firm until confirmed by the suppliers at time of shipment.
 - b. Services: Prices shall be based on the applicable time and material (“T&M”) rate sheet or lump



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sum total figure in the Quote.

3. Delivery of Goods and Freight. Delivery shall be made via Seller's truck when at all possible, with the risk of loss on Seller until time of delivery. In the case that the Buyer is either out of Seller's delivery territory or Buyer requires the material prior to Seller's delivery date, material will be shipped via the best common carrier, f.o.b. manufacturer's facility, where the risk of loss, delay, and damage in transit is on Buyer. Seller will take commercially reasonable efforts to comply with delivery times. However, Seller may be reliant on suppliers for deliverables which may limit Seller's ability to meet requested specific delivery times. Accordingly, Seller disclaims "time is of the essence", or other definitive delivery date/time commitments and will make deliveries as and when Seller is commercially able. Seller will communicate anticipated delivery timing as it becomes available. Any penalty clause or a liquidated damage provision for failure to meet shipment are not acceptable unless specifically approved in writing by an officer of the Seller and included in the Quote.
4. Changes. Seller shall have the right, with the prior approval of Buyer, to make changes in the Goods and to substitute equivalent Goods where such changes or substitutions are deemed necessary by Seller to prevent delays in manufacture or delivery or to improve the performance, producibility, stability, control, utility, maintenance or appearance of the Goods provided that such changes or substitutions shall not adversely affect the price, time of delivery, or performance of the equipment nor significantly affect its design, weight or balance. The cost of such changes shall be borne by Seller. Either party shall have the right to propose changes in the Goods or the Services to the other party prior to delivery provided that no such change shall be binding on either party until incorporated into a Change Order to this effect, executed by an authorized representative.
5. Held Orders. For any order held, suspended, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option:



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Onsite Services
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- a. For Goods: (i) require full or partial payment, based on a prorated portion of the contract price plus any additional expenses and costs resulting from such a delay, (ii) pass through increases in prices of Goods when suspension or hold is lifted, and/or (ii) store the Goods at the sole cost and risk of loss of the Buyer. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination. In the event of nonpayment or abandoned Goods, Seller may dispose of any stored Goods for which payment has not been received without any liability to Buyer. Buyer shall still owe for such storage fees and the contract price.
 - b. For Services: (i) charge for full or partial payment, based on a prorated portion of the contract price plus any additional expenses and costs resulting from the delay, including but not limited to demobilization, remobilization, hotel accommodations, travel expenses, subcontract labor cost increases, equipment rental charges, and/or (ii) extend the project schedule for additional time to perform.
6. Titles. The title to and right of possession of the Goods (or any part or portion thereof) furnished by the Seller shall remain in the Seller and the Goods shall remain personal property until paid for in full, and the Buyer shall do all acts necessary to perfect and maintain such right and title in the Seller.
7. Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL OR IMPLIED (WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE ARE HEREBY WAIVED).
 - a. Goods. Seller shall assign, to the extent able, any warranty of the Goods. For that Warranty Period, the Goods shall: (i) strictly conform to the description and specifications in the Quote; (ii) are free from defects in workmanship, materials and design, to the extent designed by Seller; and (iii) be new, unless mutually agreed otherwise. Continued use or possession of the Goods after the expiration of the Warranty Period shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of the Buyer, who agrees thereafter to make no further claim on the Seller.
 - Non-excitation Goods: Unless the Quote states differently, the standard Warranty Period shall be one (1) year from the shipment of the Goods.
 - Excitation Goods: The Warranty Period for excitation products shall be effective for a period of two (2) years. The applicable Warranty Period shall begin after signing of the Certificate of Commercial Operation ("COCO") or 90 days after equipment delivery, whichever is first.
 - Remedies: If a defect occurs during the Warranty Period, Buyer shall provide prompt written notice to Seller and as the sole and exclusive remedy, Seller shall repair or replace the Goods,



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Seller's factory, unless such defect was caused by an act of Buyer, including but not limited to: misuse; improper storage, maintenance, installation; unauthorized modification; or incorporation into other equipment not provided by Seller. All labor-related costs including, but not limited to: of disassembly, in-and-out charges, and transportation shall be borne by Buyer. The warranty provides for the supply of replacement hardware due to failure of components during intended operation. Labor required to replace hardware due to warranty claims shall be the responsibility of the Buyer. Costs associated with materials being damaged due to improper field installation, where installations were not performed by Seller, shall not be the responsibility of Seller.

- Return of Goods. No Goods shall be returned to the Seller without written authorization and shipping instructions first having been obtained from the Seller under a warranty claim or due to non-conforming goods. In event of non-conforming Goods, Buyer must provide written notice to Seller within seven (7) days of delivery, and to the extent applicable, Seller shall pass through the remedies of the original equipment manufacturer.
- b. Services. Unless the Quote states differently, if Services are provided by Seller, Buyer shall, at the time of the completed Services review the work. If Buyer feels that the Services do not conform to the specifications and description in the Quote, Buyer must provide written notice to Seller to allow Seller to cure by repairing, reperforming, correcting, or replacing work that fails to conform to these warranties, including without limitation the removal of any non-conforming Services. Any Services not rejected within three (3) business days after completion shall be deemed accepted.

Force Majeure. The Seller will not be considered to be in default or in breach of its obligations for any delay or failure in performance under these Terms resulting from circumstances reasonably beyond the control of Seller, including but not limited to: any act of God, weather delays or nature, act of civil or military authority, embargo, public enemy, or other governmental act, regulation or request, fire, flood, epidemic, pandemic,



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Sturtevant, WI 53177

8. casualties or accident, strike, slowdown or other labor difficulty, industry wide supply chain delays, delays in transportation and shortage of cars, fuel, power, labor or materials, war, riot or any other delay beyond Seller's control that affects its ability to perform hereunder. In the event of such delay, the date of delivery and/or performance will be extended for a period equal to the time lost because of the delay. No term or condition of any Purchase Order will modify or nullify this provision. Seller shall provide written notice to Buyer within a reasonable time of the event giving rise to the claim. Seller shall exercise commercially reasonable efforts to mitigate and communicate with Buyer.
9. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THESE TERMS, WHETHER DUE TO BREACH OF CONTRACT, TORT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHETHER OR NOT SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF SUCH PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE OF EQUIPMENT OR FACILITIES, COST OF PURCHASED OR REPLACEMENT POWER OR CLAIMS OF CUSTOMERS DUE TO LOSS OF SERVICE, OR LOSS OF ANTICIPATED BUSINESS SUFFERED OR INCURRED BY THE OTHER PARTY.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, WHERE SELLER'S LIABILITY HAS NOT OTHERWISE BEEN LIMITED AND TO THE EXTENT ALLOWED UNDER THE LAW, SELLER'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY, OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY, FOR ANY CLAIM OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ESTOPPEL, COMMON LAW, TORT, CONTRACT, OR STRICT LIABILITY, IN EQUITY, OR ANY OTHER THEORY, ARISING OUT OF, RESULTING FROM OR RELATING TO THESE TERMS, INCLUDING ANY MAINTENANCE ORDERS, SHALL NOT EXCEED THE SUM OF THE FEES ACTUALLY PAID BY THE BUYER TO SELLER UNDER THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE CLAIM.
11. Mutual Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, agents, subcontractors, ("Indemnified Parties") from any and all third-party claims, losses, expenses, costs, or damage of any kind allowed under these Terms, including reasonable outside attorneys' fees, ("Claims"), which are caused by the sole and exclusive fault of the Indemnifying Party or by another for which it is responsible. Buyer shall indemnify Seller as to any claims, losses, expenses, costs, or damage of any kind allowed under these Terms related to or resulting from Buyer's drawings, specifications, designs, uses of Goods provided hereunder, and any patent or intellectual property infringement arising therefrom.
12. Termination. Either Party may terminate these Terms or the Purchase Order, in whole or in part, for cause as of the date specified in a termination notice if the other Party: (a) files for bankruptcy; (b) breaches any other material obligation under these Terms and fails to take action to cure any such breach within ten (10) calendar days after receipt of written notification of any such breach. Either Party may terminate these Terms or the Purchase Order for convenience, in whole or in part, at any time by giving the other party at least thirty (30) days prior written notice of the termination date. In event of termination, Buyer shall make payment to the Seller for all work performed and in progress prior to the date of termination as a prorated portion of the contract price, plus reasonable wrap-up costs, including cancellation fees and



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restocking charges.

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Sturtevant, WI 53177

13. Confidential Information. "Confidential Information" means all information whether of a technical, business, financial or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, customers, business plan, copyrights, trademarks, patents, promotional and marketing activities, finances and other business affairs) that is or may be disclosed or imparted by one party ("Disclosing Party") to the other ("Receiving Party"), whether or not marked "confidential", including both the existence and content of discussions between the parties with respect to a potential or actual business transaction or relationship as well as these Terms. Confidential Information may be in any written format, including an email and electronic media, or orally. The Receiving Party shall protect the Confidential Information of the Disclosing Party to the extent it would protect its own confidential information, but in no event not less than a commercially reasonable standard of care. This provision shall not apply to any information which is (i) now or becomes generally available to the public in the future, other than through acts or omissions of the Receiving Party or its Representatives in violation of these Terms, (ii) lawfully obtained by the Receiving Party from sources independent of Disclosing Party without receiving Party's knowledge of the information being governed by a confidentiality agreement or obtained under a legal or fiduciary obligation, or (iii) independently developed by the Receiving Party or the Receiving Party's Representatives without reference to the Confidential Information of the Disclosing Party. The fact that information included in the Confidential Information is or becomes otherwise available to the Receiving Party or its Representatives under clauses (i) through (iii) above shall not relieve the Receiving Party or its Representatives of the prohibitions of the confidentiality provisions of these Terms respect to the balance of the Confidential Information. If disclosure is requested under law, immediate written notice shall be provided to the Disclosing Party to allow time to seek an injunction or other protective measures, should they desire.

Buyer Provided Documentation. Buyer is to provide all necessary project related information prior to the project award per the Quote consistent with the mutually agreed upon schedule. Buyer is to verify the accuracy of the provided information prior to submitting it to Seller. Any discrepancies between the Buyer-supplied documentation and/or variations in actual site conditions from those indicated in the Buyer-supplied documentation as discovered during the project phase, may result in additional charges applicable via duly executed change order(s). If the Buyer supplied drawings are not verified by Seller, any design and/or drawing updates associated with said are done at the Buyer's risk, Seller shall not be responsible for any discrepancies. Seller is available to provide services on a time and materials ("T&M") basis to help verify and update the



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14. documentation. Buyer shall indemnify Seller as to any losses related to or resulting from Buyer's drawings, specifications, designs, product uses, and any patent or intellectual property infringement arising therefrom.
15. Buyer Project Support. Buyer is to provide knowledgeable operations, electrical and mechanical personnel familiar with site conditions to assist Seller's personnel during data collection site visits and project commissioning as stated in the Quote. Additional charges may result if the appropriate Buyer personnel are not available. System delays/waiting time and or weather delays, not due to Seller's equipment, should be reasonable and may result in additional charges.
16. Intellectual Property. All Confidential Information, proprietary knowledge, trade secrets, business knowhow, copyrights, and other intellectual property rights owned by a party prior to this Purchase Order or created outside of this Purchase Order, shall be held and solely owned by that party ("Background Intellectual Property"). Either party may use the Background Intellectual Property of the other party only to the extent required to perform hereunder. To the extent that Background Intellectual Property is necessary to reap the benefits of this agreement, a party shall give the other party a worldwide, non-exclusive, fully paid, perpetual, non-transferable license as to the necessary Background Intellectual Property for the sole and limited purpose that the party can use the Goods as contemplated hereunder. Upon final and full payment of the purchase price, Seller hereby assigns to Buyer, to the extent able, licenses to the embedded software in the Goods, which are owned by a third party and licensed to Seller in connection with the Goods, subject to all end user licensing agreements of the third party.
 - a. PLC Programming Source Code. To the extent applicable, Seller clarifies that the PLC programming source code of the governor and/or excitation control systems ("Software") is noncommercial software that has been developed by Seller at private expense and shall not be deemed to have been produced under work produced for the equipment included in this quotation and is Seller's Background Intellectual Property. The Software, including modifications of the Software, is restricted Software, developed at private expense and is trade secret, which is confidential, privileged and proprietary to Seller as Seller's Background Intellectual Property. Software is being provided under restricted rights licenses. The Software delivered under these Terms may not be used, reproduced, or disclosed by Buyer except as follows. The Software may only be:
 - Used or copied for use with the governor and/or excitation control system for which it was acquired;
 - Used or copied for use with a backup processor if the processor on which it was installed is inoperative;
 - Reproduced for safekeeping (archives) or backup purposes;
 - Modified, adapted, or combined with other processor software, provided that the modified, adapted, or combined portions of the derivative Software incorporating any of the delivered,



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processor Software shall be subject to same restrictions set forth in these Terms;

- Disclosed to and reproduced for use by support service contractors or their subcontractors, subject to the same restrictions set forth in these Terms (except that this limitation will not apply if Seller no longer supports such Software); and
 - Used or copied for use with a replacement processor.
- b. Third Party software. Notwithstanding any other provision in these Terms or any Purchase Order, the Buyer shall have only restricted rights in the Software required to be delivered or otherwise provided to the Buyer under these Terms. Ownership of all other software, which is not Seller's Background Intellectual Property and owned by another third party, which Seller is required to be delivered or otherwise provided to the Buyer under these Terms, will reside with the applicable third party, upon Buyer agreeing to the end user licensing agreement of the third-party software provider.
17. Successors and Assigns. These Terms shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Either party may assign with the written permission of the other party, which may be withheld for any reason.

Governing Law. All Purchase Orders shall be governed by and construed according to the laws of the State of Wisconsin.



Quote QU086713

KURZ INDUSTRIAL SOLUTIONS
15755 W. Rogers Drive
New Berlin WI 53151
United States
(800) 776-3629

Quoted Date

8/6/2026

Expiration Date

9/5/2026

Bill To

CITY OF PESHTIGO
331 FRENCH ST
Peshtigo WI 54157
United States

Ship To

CITY OF PESHTIGO
331 FRENCH ST
Peshtigo WI 54157
United States

Requested By	RFQ#	Sales Rep	Quoted By
RICH SPARKS	ODE BEARING & SEAL REPLACEMENT	Adam Timm	Erica Sennott

Description	QTY	Total
Onsite opposite driven end bearing & seal replacement on one Gardner Denver Multi Stage Blower	1	\$12,612.00
Lead time: ARO 2 weeks		
2 days onsite		
Rotating Apparatus Co will provide the following detailed services onsite.		
Work scope includes: Mobilize and demobilize equipment and personnel to and from the job site. Provide a full vibration analysis of blower before and after the bearings are changed. Lock out and tag out all energy sources. Document the as found shaft runouts and motor to blower alignment. Disconnect blowers mechanically and partially disassemble. Remove opposite drive end oil chamber, seals and bearing, Clean and inspect all parts and polish bearing housing and shaft fits. Measure all bearing and seal surfaces that are accessible. Supply and install new OEM seal kit and bearing in the Opposite driven end. Supply Bearing components for the driven end for future use as needed. (The bearing kit cant be purchased for one bearing it comes as a kit for the whole blower / 2 bearings and misc components. Supply and install new OEM oil to the proper level in oil chamber. Reassemble blower complete. Document as left runout on output shaft, install and assemble coupling. Laser align motor to blower using existing as found offsets. Follow all OSHA Safety Rules and site-specific regulations.		
Rotating Apparatus Co. wishes to highlight the following regarding this proposal.		
A. All testing and inspection to be performed per the ANSI, EASA and or IEEE standards. B. Any unexpected repairs and parts not described in the above work scope are not included in this quotation. Any such items will be documented and presented for customer review and approval before additional work is to proceed.		
Thank you for the opportunity to quote your requirements. Should you have any questions or need any additional information, please reply to this email quote or contact me at 262.770.1811.		
Doug Junion On-Site Manager Rotating Apparatus Co. djunion@kurz.com 1-262-770-1811 www.rotateco.com		

Tax Total \$0.00

Total \$12,612.00

Please refer to the above quote number when placing order. Prices are subject to manufacturers' published price increase. We reserve the right to correct clerical errors.



QU086713

Mechanical Technologies, Inc.

Wisconsin Contractor# 4339

701 Morley Road

Green Bay, WI 54303

Phone: 920.491.5860

Fax: 920.491.5862

PROPOSAL# 26-2981



Date:	8/31/26	Customer:	City of Peshtigo WWTP	Contact:	Rich Sparks
Contact Phone:	715-923-5008	Contact Email:	rich@cityofpeshtigo.us		
Project Name:	Radiator repairs		Address:	3810 Harbors rd Peshtigo wi 54157	

Mechanical Technologies, Inc. is pleased to provide the following proposal for your consideration. Radiator repairs to lift station generator.

- Torch off remaining bolts once hooked up to rigging
- Bring back to the level position using chain falls
- Install new shims under outdoor radiator
- Drill 3 holes on each side and secure down to the cement pad
- Remove all existing lines that was discussed during walk thru
- Replace all lines with new Gates radiator hose and all new clamping hardware
- Refill with coolant and run the engine to ensure all seals are good with no leaks

Our Sum for the Above Work Three thousand two hundred twenty dollars \$3,220

NOTE:

- Fluids are to be drained out by customer
- Once work is complete customer will refill and run the generator to test that all repairs are in good order.
- Anything found outside of above work scope will be billed and current T&M rate with customer approval

Mechanical Technologies Inc. appreciates the opportunity to quote this project, if you have any questions, please call at 1-800-572-2063 or email at Kwilliams @mtiwi.com.