



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.villageofsummitwi.gov

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

AGENDA
Summit Utility District #2 Commission Meeting
Thursday, June 11, 2026 at 6:15 pm

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PUBLIC COMMENT
4. MINUTES: May 14, 2026 regular meeting
5. Discussion and action on May 2026 payables and Financial Report
6. Discussion and action on update to Summit Utility District No. 2 Purchasing Policy
7. Discussion on May 2026 engineering report from SEH
8. Discussion and action on awarding the 2026 wet well cleaning contract
9. Discussion and action on awarding the 2026 sewer cleaning and televising contract
10. Discussion and action on ProSweet Trial update and authorize purchase of additional chemical
11. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J. Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: July 9, 2026

Posted: June 5, 2026

**** Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.

It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the SUD#2 Commission noticed above.



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.villageofsummitwi.gov

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MINUTES
Summit Utility District #2 Commission Meeting
May 14, 2026

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 meeting at 5:45 p.m. on Thursday, May 14, 2026 at Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

Clerk Michael confirmed that the meeting was noticed to the local media as required and requested and posted on the Village posting board and website. Commissioners present were: Justin Phillips, Lisa Mellone, Hethe Henrickson and Kraig Arenz, Sr. Also, present were: Chairperson Jack Riley, Public Works Director Kamron Nash, and Administrator-Clerk/Treasurer Debbie Michael.

PUBLIC COMMENT - None

MINUTES: April 9, 2026 regular meeting

MOTION: (Phillips, Mellone) *to approve the minutes of April 9, 2026.* Carried.

Discussion and action on April 2026 payables and Financial Report

MOTION: (Arenz, Phillips) *to approve the April 2026 payables in the amount of \$65,431.45 and accept the Financial Report as presented.* Carried.

Update on e-billing activities for quarterly bills

Administrator Michael reviewed the report provided by Sarah related to cost savings realized in the 1st quarter of 2026.

Discussion on April 2026 engineering report from SEH

The engineering report was provided.

ADJOURN UTILITY COMMISSION MEETING

MOTION: (Phillips, Arenz) *to adjourn at 5:50 p.m.* Carried.

Respectfully Submitted,

Debra J. Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: June 11, 2026

2026
UTILITY DISTRICT
FINANCIAL INFORMATION

UD2	Amount \$\$
Bank 59 Balance: 05/29/2026	\$1,871,813.52
AP May 2026	(\$35,123.16)
Interest Paid/Accrued : 4.06 %	\$5,984.00
Available Funds	\$1,836,690.36
Interest Paid YTD 59	\$36,245.88
LOAN INFORMATION:	
GO Fund - Payoff: 5/2027	
Payments: 04/30/26 (Principal & Interest)	\$781,667.50
November (Interest only)	\$8,635.00
2026 Total Principal & Interest payment	\$790,302.50
12/31/2026 YE Principal Balance	\$785,000.00
Silver Lake Utility District	
Amount \$\$	
Bank 59 Balance: 05/29/2026	\$226,416.22
AP May 2026	(\$47,812.78)
Interest Paid/Accrued: 4.08 %	\$684.24
Available Funds	\$178,603.44
Interest Paid YTD 59	\$3,225.29

2026
Utility District
Financial Report

6 Month Tracking

MONTH	UD2	NOTE:
June-26	\$35,123.16	
May-26	\$65,431.45	
April Loan Payment	\$765,000.00	
April Interest Payment	\$16,667.50	
April-26	\$32,231.26	
March-26	\$40,767.24	
February-26	\$67,790.58	
January-26	\$32,596.53	
Total	\$1,055,607.72	
	\$273,940.22	Loan Payment + Interest deducted from total.
6 Month Average:	\$ 45,656.70	

Dated From: From Account:
 Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<hr/>			
	6/12/2026	AREA SEPTIC INSTALLATION INC	
	2026 APRIL/MAY		Manual Check Nbr: 061226-1
620-00-53659-000-000		CONTRACTUAL SERVICES	2,176.00
	2026 APRIL	4552	
620-00-53659-000-000		CONTRACTUAL SERVICES	2,176.00
	2026 MAY	4553	
		Total	4,352.00
<hr/>			
	6/12/2026	DELAFIELD-HARTLAND WATER POLLUTION CONTROL	
	052226 BILL		Manual Check Nbr: 061226-2
620-00-53632-000-000		TREATMENT EXPENSE DEL-HART	15,334.01
	05/22/26 BILL	052226DH	
		Total	15,334.01
<hr/>			
	6/12/2026	DIGGERS HOTLINE INC	
	PREPAY BILL		Manual Check Nbr: 061226-3
620-00-53659-000-000		CONTRACTUAL SERVICES	1,021.05
	PREPAY BILL	260136551PREPAY	
620-00-53659-000-000		CONTRACTUAL SERVICES	129.15
	2026 MAY LOCATE	260536551	
		Total	1,150.20
<hr/>			
	6/12/2026	SHORT ELLIOTT HENDRICKSON INC	
	ENGINEERING		Manual Check Nbr: 061226-4
620-00-53631-000-000		PRO. SER./ENGINEERING	3,442.50
	ENGINEERING	509006	
620-00-53634-000-000		MAINTENANCE OF MAINS	323.75
	SEWER CLEAN & TELEWISE	509006	
620-00-53635-000-000		MAINTENANCE OF LIFT STATIONS	323.75
	WETWELL CLEANING	509006	
		Total	4,090.00
<hr/>			
	6/12/2026	VEOLIA WTS USA, INC	
	CHEMICAL TREATMENT		Manual Check Nbr: 061226-5
620-00-53636-000-000		CHEMICAL TREATMENT	3,895.32
	CHEMICAL TREATMENT	903641662	
		Total	3,895.32
<hr/>			
	6/12/2026	VILLAGE OF SUMMIT	
	2026 ADMIN MAY		Manual Check Nbr: 061226-6

6/03/2026 1:08 PM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
BANK 59 SUD#2

Page: 2
ACCT

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
620-00-53659-000-000		CONTRACTUAL SERVICES	5,083.34
2026 ADMIN MAY		050126ADMIN	
		Total	5,083.34
<hr/>			
	6/12/2026	WE ENERGIES - UTILITY DISTRICTS	
LIFT STATIONS UD 2		Manual Check Nbr:	061226-WE
620-00-53656-000-000		UTILITIES	1,218.29
LIFT STATIONS		5947579396	
		Total	1,218.29
		Grand Total	35,123.16

6/03/2026 1:08 PM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
BANK 59 SUD#2

Page: 3
ACCT

Dated From:
Thru:

From Account:
Thru Account:

Amount

Total Expenditure from Fund # 620 - SUMMIT UD #2

35,123.16

Total Expenditure from all Funds

35,123.16



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.villageofsummitwi.gov

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: June 3, 2026

Re: Discussion and Action on Revision to Summit Utility District No. 2 Purchasing Policy

PURPOSE:

To present a revised Summit Utility District No. 2 Purchasing Policy that incorporates the provisions of 2025 Wisconsin Act 188 relative to "Public Construction."

BACKGROUND:

The Summit Utility District No. 2 Purchasing Policy was initially implemented in April 2019 and has been revised once in 2025. The policy provides direction to staff on the acquisition of goods, services, and contracts. The majority of the changes were related to 2025 Wisconsin Act 188, a recent law that went into effect related to competitive bidding and notification for "Public Construction" contracts. In addition, a change was made to the language associated with approvals of budgeted and unbudgeted purchases on credit cards to more accurately reflect current practice.

2025 Wisconsin Act 188

For local "Public Construction" above a certain cost threshold, Wisconsin law generally requires local units of government to advertise and bid for the work on the basis of sealed competitive bids and award contracts to the lowest responsible bidder. Wisconsin law also generally requires local units of government to provide a public notice before contracting for work above a certain cost threshold. Wisconsin law provides limited exceptions to those requirements, including for improvements that are constructed by a private entity and donated to a city or village. Under prior law, the local competitive bidding requirement applied to "Public Construction" with an estimated cost over \$25,000, and the notice requirement applied to a public work with an estimated cost over \$5,000.

2025 Wis. Act 188 generally increases the dollar threshold for the competitive bidding requirement for local "Public Construction" from \$25,000 to \$50,000, and it increases the dollar threshold for providing public notice of contracts from \$5,000 to \$10,000. The Act did not change any of the procedural requirements governing how bids are conducted or evaluated, or how notice is provided.

In addition, a new, specific provision and rule have been created that applies to “Public Highway Construction.” The term “highway” is now specifically defined by the Act and treated as a distinct type of public construction versus all others, as it applies to public construction and bidding. “Public Highway Construction” contracts and their related public notice and competitive bidding threshold amounts were not increased by the Act. Instead, thresholds for “Public Highway Construction” contracts remain at \$25,000 for competitive bidding and \$5,000 for notice. Although SUD2 does not specifically deal with highway construction, this provision was incorporated into the policy due to feedback from the Village Attorney. Specifically, he stated the following:

“The Legislature appears to have made a policy decision that road and highway work warrant continued competitive scrutiny at lower dollar values. In the future, this distinction may give rise to questions of what specifically constitutes a public highway under the applicable statutes, and which threshold certain projects are subject to, such as parking lot repair. Also, by broadly defining public highway construction and addressing it separately from other public construction, bidding for road work may now be required in circumstances when previously it was not.”

SUD2 does have parking facilities and drives to lift stations, and repair and replacement of the sanitary sewer system often involves road-related repairs. Staff determined that it would be prudent to include “Public Highway Construction” in the purchasing policy in the event that future contracted work is determined to fit this definition.

General Goods and Services Purchasing Considerations

The Commission may also consider changing the thresholds for general purchases (exclusive of “Public Construction”). The initial policy was likely aligned to match the thresholds required for Public Construction notification and bidding. As drafted, these thresholds were not changed.

If the Commission would like to align the general procurement process with purchases that do not fall under the competitive bidding requirements of the State, the following changes may be implemented. It is important to note that the District may continue to enact more stringent public bidding requirements than required by law.

Purchases (existing policy)	Updated Thresholds	Quotations
Under \$2,500	Under \$2,500	None required/Internet price comparison
\$2,500 - \$4,999	\$2,500 - \$9,999	Three (3) verbal quotes
\$5,000 - \$24,999	\$10,000 - \$49,999	Three (3) written quotes
\$25,000 and over	\$50,000 and over	Public bid

RECOMMENDATION:

The Village Attorney has provided staff with an overview of the changes that became effective in April 2026 with 2025 Wis. Act 188. He is recommending that any policies related to public bidding, contracting, or purchasing are updated to reflect these changes.

ATTACHMENTS: Summit Utility District No. 2 Purchasing Policy (REVISED DRAFT)

FISCAL IMPACT:

Generally, the policy will provide for cost savings related to public bidding and notification requirements for “Public Construction” contracts (excluding “Public Highway Construction”).

RECOMMENDED MOTION:

Motion to approve the revisions to the Summit Utility District No. 2 Purchasing Policy, as proposed.



**Summit Utility District No. 2
Policies & Procedures**

Subject:	Summit Utility District No. 2 Purchasing Policy		
Initial Date:	April 11, 2019	Revised Date:	June 11, 2026
Approved By:	Summit Utility District No. 2 Commission		

1.01 PURPOSE

The purpose of this policy is to assure the prudent and economical use of public funds in the best interests of the property owners of Summit Utility District No. 2, to facilitate the acquisition of goods and services of maximum quality at the best price possible, and to guard against favoritism, improvidence, extravagance, fraud, and corruption.

1.02 RESPONSIBILITY

1. Management of Summit Utility District No. 2 has the responsibility to comply with and ensure that the personnel and contractors under their oversight are adequately trained, fully understand, and comply with this policy.
2. All employees of the Village of Summit and all contractors who perform work on behalf of Summit Utility District No. 2 have the responsibility to learn and follow this policy.

1.03 POLICY

a) General

Purchasing of any good or service with Summit Utility District No. 2 funds shall be done at the direction of the Public Works Director or his/her designee.

b) Obtaining Quotations for Pricing of General Goods and Services

Price quotations shall be obtained in accordance with the ~~following requirements set forth in Table 1, with the exception of Public Construction.~~

Table 1: General Goods and Services (excluding Public Construction)

Purchases	Quotations
Under \$2,500	None required/Internet price comparison
\$2,500 - \$4,999	Three (3) verbal quotes
\$5,000 - \$24,999	Three (3) written quotes
\$25,000 and over	Public bid

Price quotations do not need to be obtained when goods or services being purchased fall under a Federal, State, or County group buying contract. All professional services will be evaluated based upon proposals from qualified sources. The determination to purchase goods and services will not be based on price alone, as long as it is within the parameters of the approved budget.

c) Quotations, Competitive Bidding, and Notifications for Public Construction



**Summit Utility District No. 2
Policies & Procedures**

Subject:	Summit Utility District No. 2 Purchasing Policy		
Initial Date:	April 11, 2019	Revised Date:	June 11, 2026
Approved By:	Summit Utility District No. 2 Commission		

State law requires villages to competitively bid “Public Construction” when the estimated cost of the project exceeds a statutory threshold (Wis. Stat. §§ 61.54). The term “Public Construction” consists of activities concerned with the erection of buildings and bridges, the construction of streets and highways, and other similar public improvements which require the combining of materials, supplies, and labor. Maintenance and other public works which do not involve the actual combining to materials and labor with a definable end result are not considered public construction.

2025 Wisconsin Act 188 raised cost thresholds for “Public Construction” and created a new lower-threshold category for “Public Highway Construction.”

For contracts where the bids are solicited after April 4, 2026, contracts for “Public Construction” are subject to the requirements set forth in Table 2, with the exception of Public Highway Construction.

Table 2: Public Construction (excluding Public Highway Construction)

<u>Contract Amount</u>	<u>Quotations</u>	<u>Notifications</u>
<u>Under \$10,000</u>	<u>Refer to Table 1</u>	<u>None required</u>
<u>\$10,000 - \$49,999*</u>	<u>Refer to Table 1</u>	<u>Class I Notice (prior to contract execution)</u>
<u>\$50,000 and over**</u>	<u>Competitive Public Bid</u>	<u>Class II Notice (competitive bidding requirement)</u>

*Formal advertising for bids is not required.

**Must be awarded to lowest responsible bidder following applicable bid procedures.

For contracts where the bids are solicited after April 4, 2026, contracts for “Public Highway Construction” are subject to the requirements set forth in Table 3.

Table 3: Public Highway Construction

<u>Contract Amount</u>	<u>Quotations</u>	<u>Notifications</u>
<u>Under \$5,000</u>	<u>Refer to Table 1</u>	<u>None required</u>
<u>\$5,000 - \$24,999*</u>	<u>Refer to Table 1</u>	<u>Class I Notice</u>
<u>\$25,000 and over**</u>	<u>Competitive Public Bid</u>	<u>Class II Notice (competitive bidding requirement)</u>

*Formal advertising for bids is not required.

**Must be awarded to lowest responsible bidder following applicable bid procedures.



Summit Utility District No. 2 Policies & Procedures

Subject:	Summit Utility District No. 2 Purchasing Policy		
Initial Date:	April 11, 2019	Revised Date:	June 11, 2026
Approved By:	Summit Utility District No. 2 Commission		

The following statutory exemptions apply to the State bid law requirements for Public Construction:

- **Donated materials and volunteer labor.** Competitive bidding is not required if the materials for a public construction project are donated or if the labor for the project is provided by volunteers. Wis. Stat. §. 61.54 and 62.15(1).
- **Public Emergencies.** Public construction contracts for the repair and reconstruction of “public facilities” may be done without bidding when the damage or threatened damage to the facility creates a public emergency. The board of public works or board of utility commissioners determines whether there is public emergency. Wis. Stat. § 61.54 and 62.15(1b).
- **Construction performed by municipal workers.** State bid law allows cities and villages, by a three-fourths vote of all the members-elect of the governing body, to provide by ordinance that any class of work may be done directly by the municipality without bidding. Wis. Stat. § 61.54 and 62.15(1). This exemption only applies where municipal employees do the actual work. OAG-5-09 ¶ 15, See Contracts 307. Mere supervision of the construction project by the municipality as a general contractor is insufficient. See Contracts 323. Additionally, with very limited exceptions, a municipality may not use its employees on a project for which a private person is financially responsible. Wis. Stat § 66.0901(11)(b).
- **Federally funded highways and bridges.** Highways, streets and bridges constructed or improved with federal or state funds and local matching funds are specifically exempt from the competitive bid requirements. Wis. Stat. § 86.25(4).

e)d) Emergencies

Verbal quotes will be deemed sufficient, when obtained to the extent practical, for purchases of emergency goods and services having a cost in excess of \$4,999 and less than \$15,000. Authority is granted to the Public Works Director, or his/her designee; Village Administrator, or his/her designee; and Police Chief, or his/her designee. In all emergency situations, the Village Board Liaison to the Public Works Department shall be informed of emergency situations and anticipated expenditures. To be considered an emergency, the following three (3) conditions must be met:

1. The situation arises out of an accident or unforeseen occurrence or condition; and
2. Public buildings, public property, or the life, health, safety, or property of Village of Summit residents are affected, and;



Summit Utility District No. 2 Policies & Procedures

Subject:	Summit Utility District No. 2 Purchasing Policy		
Initial Date:	April 11, 2019	Revised Date:	June 11, 2026
Approved By:	Summit Utility District No. 2 Commission		

3. The situation requires immediate action which cannot wait for obtaining price quotes or competitive bidding or a regularly scheduled meeting.

In all cases, any emergency action/expenditure shall be included in a subsequent regular or special meeting agenda for review and/or approval by the Commission.

d)e) Summit Utility District No. 2 Approval

New purchases in excess of \$5,000 will be presented to the Summit Utility District No. 2 Commission during the annual Capital Improvement Plan (CIP) for inclusion in the CIP Budget. Ongoing expenses which have been previously approved and budgeted for may be purchased following the guidelines in this policy.

e)f) Credit Card Use

Use of credit cards in the name of the Village of Summit, when deemed necessary and appropriate for Summit Utility District No. 2 purchases by the Village Administrator or his/her designee, shall follow the procedures and guidelines set forth in the Village Purchasing Policy.

f)g) Request for Reimbursement

Village employees shall be eligible to be reimbursed for Summit Utility District No. 2 purchases made with their personal funds, provided the procedures and guidelines set forth in the Village Purchasing Policy are followed.

g)h) Tax-Exempt Status

Summit Utility District No. 2 is exempt from paying State of Wisconsin sales taxes. To the greatest extent possible, all purchases made for Summit Utility District No. 2 should be done using its tax-exempt status.

REVISION HISTORY

04/11/2019 Initial publication (SUD#2 Emergency Expenditures).

03/13/2025 Revised.

06/11/2026 Revised to incorporate 2025 Wisconsin Act 188.



Building a Better World
for All of Us®

MEMORANDUM

TO: Summit Utility District No. 2
FROM: Steve Yoss, PE
DATE: June 4, 2026
RE: Monthly Engineering Report
SEH No. 189352 14.00

The following information describes the status of the sewer system operations and maintenance.

1. Action Items (*Information only - to be discussed and acted upon in separate agenda items*):
 - A. 2A – Review of letter of recommendation for sewer cleaning and televising program. Item will have a separate agenda item.
 - B. 3A – Review of letter of recommendation for wet well cleaning program. Item will have a separate agenda item.
 - C. 5A – Veolia PO for trial extension.
2. Sewer Cleaning and Televising Program
 - A. SEH received 3 quotes for this project. Please see attachment for quote results and letter of recommendation.
3. Wet Well Cleaning Program
 - A. SEH received 3 quotes for this project. Please see attachment for quote results and letter of recommendation.
4. CMARs
 - A. SEH plans to complete CMAR by June 30th. Resolution to be reviewed by board and signed if approved.
5. Bioxide Alternatives
 - A. Veolia Water Technologies and Solutions – Currently feeding ProSweet. Veolia ProSweet product supply running low so purchase order was requested for more product to test through summer months. Please see attached PO for trial extension.
6. Service Agreements Updates
 - A. ASI – Current agreement to expire on Dec. 31, 2028.
 - B. Starnet – 1 full-service days and then pay for service on an as needed basis.
 - C. Evoqua Bioxide Rate – Current through April 30, 2027.
 - D. Flygt – Xylem – Current agreement expires in 2028.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., N19W24133 Riverwood Dr, Waukesha, WI 53188
262.646.6855 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

7. Lift Station Reporting and System Maintenance
 - A. Area Septic Installation (ASI) continues to perform weekly and monthly maintenance duties.
 - B. Xylem/Flygt – Pumps and parts ordered.

8. Lift Station No. 6 – Check Valve failure
 - A. Check valves to be shipped early June. ASI to receive update from Dorner and let SEH know timing.



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.villageofsummitwi.gov

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: June 4, 2026

Re: Discussion and Action on Award of 2026 Wet Well Cleaning Contract

PURPOSE:

To receive authorization from the Summit Utility District No. 2 Commission to award the 2026 Wet Well Cleaning contract to the lowest responsible bidder.

BACKGROUND:

Please refer to the District Engineer's memorandum and their recommendation, attached. Village staff have reviewed the bids and agree that the award should be made to The Expeditors, Inc., the lowest responsible bidder. Note that the bid is for a total of two cleanings (one summer 2026, one later in 2026) for all District lift station wet wells.

RECOMMENDATION:

SEH and Village staff recommend that the 2026 Wet Well Cleaning contract is awarded to The Expeditors, Inc. in the amount of \$7,380.

ATTACHMENTS: SEH Memorandum RE: 2026 Wet Well Cleaning Program (*dated June 2, 2026*)

FISCAL IMPACT: Cost of \$7,380 for two cleaning cycles of each of the SUD2 lift stations. The 2026 operating budget included \$8,000 for this work.

RECOMMENDED MOTION: Motion to authorize the District Engineer, SEH, to award the 2026 Wet Well Cleaning contract to The Expeditors, Inc. in an amount not to exceed \$7,380.



Building a Better World
for All of Us®

June 2, 2026

RE: Summit Utility District No. 2
2026 Wet Well Cleaning Program
SEH No. SUMMV 189352 14.00

Summit Utility District No. 2
37100 Delafield Road
Summit, WI 53066

To the District Board:

On Thursday, May 28, 2026, the Summit Utility District No. 2 (SUD2) accepted three price quotes for the subject maintenance work. The quote summary below shows that the lowest responsible price was submitted by The Expediters, Inc. of Dousman, WI.

<u>Contractor</u>	<u>Total Quote</u>
The Expediters, Inc.	\$7,380.00
Green Bay Pipe & TV, LLC	\$11,100.00
Visu-Sewer LLC	\$20,760.00

The overall budget for this maintenance work is \$8,000 for wet well cleaning. This budget is based on the approved Village of Summit 2026 Capital Improvements and Operating budget. Also, please note that the wet well cleaning budget is based on two cleaning per year. Based on discussions with Village staff, it was proposed to request a quote for two separate cleanings. A second cleaning would likely be performed later in the 2026 calendar year.

The Expediters are a well-known wet well cleaning contractor from Dousman area. We do not have any concerns with using them to complete this maintenance work.

Accordingly, we recommend that the SUD2 award the subject work to The Expediters, Inc. in the amount of \$7,380.00.

Sincerely,

Steve Yoss, PE
Project Engineer

Enclosed: Tabulation of Quotes
Quote Sheet from The Expediters, Inc.

C: Debbie Michael, Village of Summit
Kamron Nash, Village of Summit



TABULATION OF BIDS

Shaded area denotes corrected figure

2026 Wet Well Cleaning Program Village of Summit - Summit Utility District No. 2 SEH No.: 189352 Bid Date: May 28, 2026				The Expeditors, Inc 139 N. Main St. Dousman, WI \$7,380.00			Green Bay Pipe & TV, LLC 1100 Columbia Avenue Green Ba, WI 54303 \$11,100.00		
Item No.	Item	Unit	Est. Quantity	Unit Price: No. 1	Unit Price No. 2	Total Price	Unit Price: No. 1	Unit Price No. 2	Total Price
1	Cleaning Wet Well @ Pump Station No. 1	LS	1	\$615.00	\$615.00	\$1,230.00	\$925.00	\$925.00	\$1,850.00
2	Cleaning Wet Well @ Pump Station No. 2	LS	1	\$615.00	\$615.00	\$1,230.00	\$925.00	\$925.00	\$1,850.00
3	Cleaning Wet Well @ Pump Station No. 3	LS	1	\$615.00	\$615.00	\$1,230.00	\$925.00	\$925.00	\$1,850.00
4	Cleaning Wet Well @ Pump Station No. 4	LS	1	\$615.00	\$615.00	\$1,230.00	\$925.00	\$925.00	\$1,850.00
5	Cleaning Wet Well @ Pump Station No. 5	LS	1	\$615.00	\$615.00	\$1,230.00	\$925.00	\$925.00	\$1,850.00
6	Cleaning Wet Well @ Pump Station No. 6	LS	1	\$615.00	\$615.00	\$1,230.00	\$925.00	\$925.00	\$1,850.00
TOTAL BID PRICE						\$7,380.00	\$11,100.00		



TABULATION OF BIDS

Shaded area denotes corrected figure

2026 Wet Well Cleaning Program Village of Summit - Summit Utility District No. 2 SEH No.: 189352 Bid Date: May 28, 2026				Visu-Sewer LLC W230 N4855 Betker Dr. Pewaukee, WI 53072 \$20,760.00		
Item No.	Item	Unit	Est. Quantity	Unit Price: No. 1	Unit Price No. 2	Total Price
1	Cleaning Wet Well @ Pump Station No. 1	LS	1	\$1,730.00	\$1,730.00	\$3,460.00
2	Cleaning Wet Well @ Pump Station No. 2	LS	1	\$1,730.00	\$1,730.00	\$3,460.00
3	Cleaning Wet Well @ Pump Station No. 3	LS	1	\$1,730.00	\$1,730.00	\$3,460.00
4	Cleaning Wet Well @ Pump Station No. 4	LS	1	\$1,730.00	\$1,730.00	\$3,460.00
5	Cleaning Wet Well @ Pump Station No. 5	LS	1	\$1,730.00	\$1,730.00	\$3,460.00
6	Cleaning Wet Well @ Pump Station No. 6	LS	1	\$1,730.00	\$1,730.00	\$3,460.00
TOTAL BID PRICE						\$20,760.00

PRICE QUOTATION

The following is the breakdown for the quote requested:

Item No.	Item Description	Cleaning No. 1	Cleaning No. 2
1	Cleaning Wet Well @ Pump Station No. 1	\$ 615.00	\$ 615.00
2	Cleaning Wet Well @ Pump Station No. 2	\$ 615.00	\$ 615.00
3	Cleaning Wet Well @ Pump Station No. 3	\$ 615.00	\$ 615.00
4	Cleaning Wet Well @ Pump Station No. 4	\$ 615.00	\$ 615.00
5	Cleaning Wet Well @ Pump Station No. 5	\$ 615.00	\$ 615.00
6	Cleaning Wet Well @ Pump Station No. 6	\$ 615.00	\$ 615.00
Total Contract Price:		\$3690.00 → \$ 615.00	\$ 615.00 ← \$3690.00

Company Name: The Expediters Inc

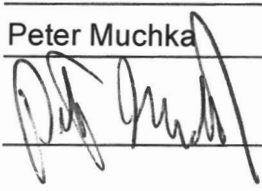
Company Address (1): 139 N. Main St. Dousman, WI.

Company Address (2): _____

Company Phone: 262-719-2436

Company Email: theexpediters@aol.com

Printed Name of Preparing Person: Peter Muchka

Signature of Person Preparing this Quote: 

Indicate Approximate Start Date: Summer & Late Fall



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.villageofsummitwi.gov

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: June 4, 2026

Re: Discussion and Action on Award of 2026 Sewer Cleaning and Televising Program Contract

PURPOSE:

To receive authorization from the Summit Utility District No. 2 Commission to award the 2026 Sewer Cleaning and Televising Program contract to the lowest responsible bidder.

BACKGROUND:

Please refer to the District Engineer's memorandum and their recommendation, attached. Village staff have reviewed the bids and agree that the award should be made to The Expeditors, Inc., the lowest responsible bidder.

RECOMMENDATION:

SEH and Village staff recommend that the 2026 Sewer Cleaning and Televising Program contract is awarded to The Expeditors, Inc. in the amount of \$7,974.27.

ATTACHMENTS: SEH Memorandum RE: 2026 Sewer Cleaning and Televising Program *(dated June 2, 2026)*

FISCAL IMPACT: The 2026 operating budget included \$10,000 for this work. The total expenditure will be \$7,974.27.

RECOMMENDED MOTION: **Motion to authorize the District Engineer, SEH, to award the 2026 Sewer Cleaning and Televising Program contract to The Expeditors, Inc. in an amount not to exceed \$7,974.27.**



Building a Better World
for All of Us®

June 2, 2026

RE: Summit Utility District No. 2
2026 Sewer Cleaning & Televising
Program
SEH No. SUMMV 189352 14.00

Summit Utility District No. 2
37100 Delafield Road
Summit, WI 53066

To the District Board:

On Thursday, May 28, 2026, the Summit Utility District No. 2 (SUD2) accepted three price quotes for the subject maintenance work. The quote summary below shows that the lowest responsible price was submitted by The Expediters, Inc. of Dousman, WI.

<u>Contractor</u>	<u>Total Quote</u>
The Expediters, Inc.	\$7,974.27
Green Bay Pipe & TV, LLC	\$9,732.46
Visu Sewer, LLC	\$9,875.25

The overall budget for this maintenance work is \$10,000.00 for sewer cleaning and televising. This budget is based on the approved Village of Summit 2026 Capital Improvements and Operating budget.

The Expediters are a well-known sewer cleaning and televising contractor from Dousman area. We do not have any concerns with using them to complete this maintenance work.

Accordingly, we recommend that the SUD2 award the subject work to The Expediters, Inc. in the amount of \$7,974.27.

Sincerely,

Steve Yoss, PE
Project Engineer

Enclosed: Tabulation of Quotes
Quote Sheet from The Expediters, Inc.

C: Debbie Michael, Village of Summit
Kamron Nash, Village of Summit



SEH TABULATION OF BIDS

2026 Sewer Cleaning and Televising RFQ Village of Summit - SUD2 SEH No.: 189352 Bid Date: May 28, 2026				The Expeditors, Inc 139 N. Main St. Dousman, WI \$7,974.27		Green Bay Pipe & TV, LLC 1100 Columbia Avenue Green Bay, WI 54303 \$9,732.46		Visu-Sewer LLC W230N4855 Betker Dr. Pewaukee, WI 53072 \$9,875.25	
	Shaded area denotes corrected figure								
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Clean and Televis 12-inch sewer	LF	1135	\$1.39	\$1,577.65	\$1.72	\$1,952.20	\$1.75	\$1,986.25
2	Clean and Televis 10-inch sewer	LF	402	\$1.39	\$558.78	\$1.72	\$691.44	\$1.75	\$703.50
3	Clean and Televis 8-inch sewer	LF	4056	\$1.39	\$5,637.84	\$1.72	\$6,976.32	\$1.75	\$7,098.00
4	Clean and Televis 15-inch culvert	LF	50	\$4.00	\$200.00	\$2.25	\$112.50	\$1.75	\$87.50
TOTAL BID PRICE					\$7,974.27		\$9,732.46		\$9,875.25

PRICE QUOTATION

The following is the breakdown for the quote requested:

Item No.	Item Description	Unit Qty	Unit	Unit Price	Total Price
1	Clean and Televis 12-inch Sewer	1,135	LF	\$ <u>1.39</u>	\$ <u>1,577.65</u>
2	Clean and Televis 10-inch Sewer	402	LF	\$ <u>1.39</u>	\$ <u>558.78</u>
3	Clean and Televis 8-inch Sewer	4,056	LF	\$ <u>1.39</u>	\$ <u>5,637.84</u>
4	Clean and Televis 15-inch Culvert	50	LF	\$ <u>4.00</u>	\$ <u>200.00</u>
Total Contract Price:				\$ <u>7,974.27</u>	

Company Name: The Expeditors Inc

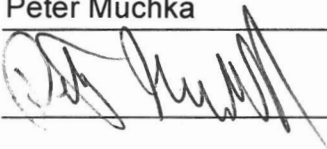
Company Address (1): 139 N. Main St. Dousman, WI.

Company Address (2): _____

Company Phone: 262-719-2436

Company Email: theexpeditors@aol.com

Printed Name of Preparing Person: Peter Muchka

Signature of Person Preparing this Quote: 

Indicate Approximate Start Date: July 2026

*Summit to provide hydrant water for sewer cleaning



Village Hall, 262-567-2757
Fax, 262-567-4115
Public Works Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.villageofsummitwi.gov

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: June 3, 2026

Re: Discussion and Action on ProSweet Trial Update and Purchase of Additional Chemical

PURPOSE:

To provide the SUD2 Commission with an update on the trial use of ProSweet OC2543 to control hydrogen sulfide (H₂S), and to request approval to purchase additional chemical as proposed by Veolia.

BACKGROUND:

As of the week of June 1st, there is approximately 2 weeks of ProSweet chemical remaining. Staff continue to work with ASI and Veolia to monitor H₂S levels. The trial continues to run well. A few key points are highlighted below:

- At this time, the dosing rate has remained steady.
- There have been some peaks of H₂S, but a few of these can be attributed to one of the drums running out or low enough chemical levels that the pump is unable to empty the remainder of the fluid.
- DelHart has not reported that they are experiencing any residual sulfide or nitrate results at the discharge point.
- Residents who have reported odor near Lift Station No. 6 in the past have not been reporting odors. One report was made in late April, but the time of the call matched the time when Lift Station No. 2 was not pumping chemical for a day or two (possibly a weekend) because the drums needed to be switched out.

RECOMMENDATION:

Village staff and SEH would like to continue to purchase ProSweet chemical to determine if the amount of chemical needs increase over the hot summer months. As mentioned in previous reports, there are concerns that the amount of ProSweet that is required to sufficiently reduce H₂S will continue to increase as temperatures warm, which may result in costs that far exceed what the District currently have budgeted for chemical use. ProSweet continues to be effective at controlling H₂S and are recommending that the Commission authorizes continued use of the chemical through the summer months to determine the effectiveness during the warmer

months and the actual amount of chemical that may be needed to control H₂S levels. In the event that ProSweet feed rates greatly increase or the effectiveness no longer is sufficient, staff and SEH may make the decision to end the trial. Before the District fully commits to a change in treatment, more information is desired to ensure the District is treating in a cost-effective manner.

ATTACHMENTS: Veolia Water Technologies & Solutions Proposal - 7 Drums of PROSWEET OC2543 (dated June 1, 2026)

FISCAL IMPACT: ProSweet chemical and the rental of H₂S monitoring equipment will utilize funds from the SUD2 operating budget for Bioxide Chemical.

RECOMMENDED MOTION: **Motion to authorize the purchase of an additional 7 drums of ProSweet OC2543 at a proposed rate of \$9,089.08, plus a traffic surcharge.**



June 1, 2026

Robbie Malzahn
Summit Utility District No. 2.
37100 Delafield Road
Summit, WI 53066

Eric Plantenberg
Account Manager
414-208-9200
eric.platenberg@veolia.com

Dear Mr. Malzahn

Veolia Water Technologies & Solutions is pleased to present this quotation for hydrogen sulfide scavenger; the below volume represents roughly 2 months of inventory for Lift Stations 2 and 3 when fed at optimal feed rates identified during the trial.

Part #	Description	Unit Price	Quantity	Total
7133472	PROSWEET OC2543 D3 DRUM	\$1,298.44	7	\$9,089.08

Pricing is in USD and includes freight. This excludes applicable taxes that may be applied at time of order entry. A Transportation Surcharge may be added to the pricing above. Returns require approval in writing from Veolia and are subject to a restocking fee. A \$100 single item fee can be avoided by ordering multiple drums, bags and/or pails containers at a time.

Thank you very much for your consideration. Please do not hesitate to contact me if you have any questions about this quotation. To place an order, please forward a purchase order to me referencing this quote.

Sincerely,

Eric Plantenberg
Account Manager

Please address purchase orders to the legal entity below:

Veolia WTS USA, Inc.
3600 Horizon Blvd
Trevose, PA 19053

Proprietary Information

This document contains proprietary information about Veolia and is the property of Veolia. It is not to be disclosed, in whole or in part, to third parties without the express written authorization of Veolia. It shall not be duplicated, in whole or in part, for any purpose other than to evaluate the Veolia proposal and shall be returned upon request.

Terms and Conditions

All our sales are subject to our terms and conditions of sale printed on the final page attached.

This quotation is valid for 30 days from date listed above.

QQ – 1Q2024



Terms and Conditions of Sale

- 1. Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solution business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, – together with the last proposal in order of time issued by the Seller - these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
- 2. Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.
- 3. Delivery.** All delivery designations are INCOTERMS 2010. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and section 8 of this Agreement, title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a material breach of this Agreement.
- 4. Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale of delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this

- Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are Incoterms 2010 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
- 5. Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
 - 6. Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, Additional terms and conditions shall be applicable and shall be provided by Seller.
 - 7. Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission and are subject to a minimum 25% restocking fee. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
 - 8. Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
 - 9. Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.



10. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.
11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.
12. **Limitation on Liability.** Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.
13. **General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.
14. **Conflicts; No Third Party Beneficiary Rights.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions

hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

15. **Assignment and Subcontracting.** To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

16. **Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
17. **Termination and Suspension.** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.
18. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. If the Agreement includes the sale of Goods and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this Section.
19. **U.S Government Contracts.** This Section 18 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 18 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.
20. **Miscellaneous.** No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

InSight Terms and Conditions

1. **Intellectual property.** Company shall not allow any third party to reverse engineer the equipment nor permit or otherwise grant any third party access to the equipment for such purpose.
2. **Use.** Company agrees to use the equipment only in accordance with Seller's instructions and shall only use Seller approved chemical products in connection with the equipment. To the extent that Company fails to do so, Company hereby agrees that any and all applicable warranties for the Services, including, but not limited to, any accuracy or performance guarantees shall be waived.
3. **Data Rights.** The parties acknowledge that in performance of the Services, Seller will be collecting data from Company relating to Company's processes, materials, equipment and other information ("Data"). Company hereby consents to the collection of such Data by the Seller. The following provisions will apply to Data.
4. **Network Interface.** Company will install and maintain any and all equipment, systems, software and network interfaces at, and provide telecommunications access to, its facilities as may be required to gather and communicate Data to Seller's monitoring systems in conformance with Seller's interface specifications. Company shall maintain its equipment, systems, software and network interfaces to ensure that there are no viruses, Trojan horses, tracking or other cookies, malware or any other harmful software embedded in or attached to Data or such equipment, systems, software or network interfaces that are accessed by or otherwise affect Seller's equipment, systems or software. Upon reasonable request by Seller, Company shall perform testing or audits to verify compliance with this paragraph.



5. **Custodian.** Seller will be custodian of the Data. Seller will store and maintain the Data in a secure manner and logically separate from data belonging to other customers consistent with industry standards. Data will be stored and maintained by Seller for a period of at least 1 year. Periodic back-ups of Data will be maintained as necessary for Seller to perform its obligations herein and in accordance with reasonable commercial practices. Seller may store such information in any location and in such a manner as it deems appropriate in its sole discretion in accordance with reasonable commercial practices.
6. **Seller Access.** Seller will restrict access to Data to those employees, agents and contractors of Seller with a need to know. In addition to accessing Data through computer terminals, such employees, agents and contractors may access Data through computer monitors disposed in monitoring laboratories or control rooms at sites operated by or on behalf of Seller. Access by such individuals on behalf of Seller to stored Data shall be controlled through individual user names and passwords consistent with Seller's information technology policies and procedures. Access by such individuals on behalf of Seller to displayed Data on monitors shall be restricted through controlled access or other reasonable security measures determined by Seller in its sole discretion.
7. **Company Access.** Seller may provide access to Company to Data during the period which Data is stored. For individual access, Company shall provide a request for authorization for each individual requesting such access. Authorized personnel of Company shall be issued a unique User ID and password that identifies and may be used by only a single user. All requests for access shall be through an officially approved and documented process of Company. Seller shall use reasonable commercial efforts to provide user access to Company in a timely manner. In the case that any employee or contractor no longer requires access or in the case where such employee or contractor is voluntarily or involuntarily terminated, Company shall notify Seller immediately at which time such User ID will be disabled and access terminated. Seller shall not be liable for any access by individuals based on whole or in part by the failure on the part of Company to provide timely notice of restrictions on or termination of access. Upon reasonable request by Company and to the extent technically feasible or practical, copies of some or all of Company's Data shall be transferred to Company pursuant to mutually agreed upon protocols, procedures and schedules. Moreover, reports that summarize Data may be developed from time to time and provided to Company. Seller shall be compensated on a time and materials basis for any such transfer or report generation. Company or Seller may develop applications for accessing Data from mobile devices. Additional user identification and secure login information may be required by Seller. Seller shall use reasonable commercial efforts to ensure that mobile access to Data is secure. However, Company acknowledges that much of wireless network security is controlled by 3rd party carriers or network vendors and Seller shall not be liable for any security breaches based in whole or in part on services provided by such 3rd parties.
8. **Security / Unauthorized Access.** Company shall not reverse engineer, hack, access or attempt to access, or have anyone do so on its behalf, any data, systems, programming, or any other information maintained by Seller. In addition, Company or those acting on Company's behalf shall not develop or insert into any of Seller's systems, networks or data any back-door access, viruses, Trojan horses, tracking or other cookies, malware or any other unauthorized software.
9. **Rights to Use Data.** Company shall have unlimited rights to use the Data for any purposes not inconsistent with this Agreement. Seller may use the Data (1) for any and all purposes in furtherance of this Agreement; (2) for internal research and development purposes; and (3) in the aggregate for statistical and other analysis, provided that in the case of (3) above, no information identifying Company shall be associated with such analysis. Seller may share Data with its affiliates, including its affiliates in other countries, for the purposes described above.

TrueSense Terms and Conditions

1. **Additional Terms and Conditions.** These Additional Terms and Conditions contained herein shall apply in addition to Terms and Conditions of Sale and collectively shall form the exclusive terms whereby Buyer agrees to purchase and Seller agrees to provide these Services. To the extent that these Additional Terms and Conditions conflict with the Terms of Conditions of Sale, these Additional Terms and Conditions shall control.
2. **Description of Services.** The Services constitute and include the provision of TrueSense Online Chemistry Monitor(s), the startup and commission of such equipment, ongoing equipment maintenance and services as further described in Seller's Proposal.
3. **Equipment, Start up and Commission, Title.** The equipment to be provided in connection with the Services shall include (i) a TrueSense monitor(s) and (ii) related peripheral equipment as described in Seller's Proposal. Seller shall be responsible for startup and commission the equipment as outlined in the Proposal and subject to Buyer's fulfillment of Buyer's Responsibilities as set forth herein. Unless otherwise agreed upon by the Seller and Buyer, Seller shall be responsible for all routine, preventative maintenance on the equipment. Seller shall possess the right to change, exchange, upgrade, or replace the equipment (or any part thereof or peripheral therefore) at its sole discretion. Seller shall retain beneficial ownership and title to the equipment and any other Seller supplied parts, inventory, and other assets utilized by Seller or made available to Buyer in connection with the Services. Buyer shall be obligated to keep equipment free from any liens, claims, or encumbrances and shall not make or cause any changes or alterations in or to the equipment or remove any parts, accessories, attachments, or other equipment therefrom. Buyer agrees to any provide assistance as may be reasonably necessary to enable Seller to perfect a security interest in the equipment and Buyer, upon Seller's request, shall provide Seller a guarantee for such equipment. Upon expiration or termination of this Agreement or failure by Buyer to fulfill any of Buyer's Responsibilities described herein, Seller shall have the right to disconnect and remove the equipment, including any peripheral related thereto, installed by Seller and Buyer shall provide to Seller, or cause to be provided to Seller, access to the equipment for such purpose.
4. **Buyer's Responsibilities.** As a condition precedent to Seller's start up and commission of the equipment, Buyer shall, without cost to Seller, hereby agree to (i) provide a location at the Buyer's facility suitable for the startup and commission of the equipment; (ii) provide all fixtures, fittings, electricity and other specified items required for startup and commission; (iii) provide influent water of the quality and type described in this Proposal, or an attached exhibit, at the pressure and at the flow rate required by Seller; (iv) provide reasonable access to and security for the equipment; (v) provide all necessary utilities to operate the equipment; (vi) provide/possess all necessary licenses and permits required for the startup and commission and operation of the equipment required for this service. Should Buyer fail to fulfill any of the conditions set forth above, Seller shall be under no obligation to either install the equipment or allow its continued use by Buyer.
5. **Intellectual Property.** Buyer shall not allow any third party to reverse engineer the equipment nor permit or otherwise grant any third party access to the equipment for such purpose.
6. **Use.** Buyer agrees to use the equipment only in accordance with Seller's instructions and shall only use Seller approved products in connection with the equipment. To the extent that Buyer fails to do so, Buyer hereby agrees that any and all applicable warranties for the Services, including, but not limited to, any accuracy or performance guarantees as may be provided for in Seller's Proposal if applicable, shall be waived.