

FOX WEST REGIONAL SEWERAGE COMMISSION



Brandon Kaufman
GENERAL MANAGER

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

David A. Schowalter
PRESIDENT

Dale A. Youngquist
VICE PRESIDENT
TREASURER

Jeffrey T. Nooyen
SECRETARY

Gregory J. Ziegler
DEPUTY SECRETARY

Travis J. Thyssen
DEPUTY TREASURER

Dean M. Culbertson
COMMISSIONER

Michael J. Van Dyke
COMMISSIONER

December 30, 2020

Town Clerk
Town of Grand Chute
1900 W Grand Chute Blvd
Grand Chute, WI 54913

Town Clerk
Town of Greenville
P O Box 60
Greenville, WI 54942

Village Clerk
Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Tori Straw, Administrator
Town of Clayton
8348 County Road T
Larsen, WI 54947

Ms. Ellen Skerke
Town of Neenah
1655 County Road A
Neenah, WI 54956

Mr. Joel Christopher
The Post Crescent
P O Box 59
Appleton, WI 54912

Mr. Andrew Rossmeissl
Herrling Clark Law Firm
800 North Lynndale Drive
Appleton, WI 54914

PUBLIC NOTICE

Public Notice is hereby given that there will be a **REGULAR MEETING OF THE FOX WEST REGIONAL SEWERAGE COMMISSION** on Wednesday, January 6, 2021 at 4:00 P.M. The meeting will be held at the McMahon headquarters at 1445 McMahon Drive in Neenah. Due to Public Health Concerns regarding COVID-19, the meeting will also be held via teleconference.

Respectfully submitted,

FOX WEST REGIONAL S.C.


Roger Voigt
Accountant

cc: David A. Schowalter, President

FOX WEST REGIONAL SEWERAGE COMMISSION



Brandon Kaufman
GENERAL MANAGER

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

David A. Schowalter
PRESIDENT

Dale A. Youngquist
VICE PRESIDENT
TREASURER

Jeffrey T. Nooyen
SECRETARY

Gregory J. Ziegler
DEPUTY SECRETARY

Travis J. Thyssen
DEPUTY TREASURER

Dean M. Culbertson
COMMISSIONER

Michael J. Van Dyke
COMMISSIONER

AGENDA REGULAR MEETING Wednesday January 6, 2021 4:00 P.M.

*Due to Public Health Concerns regarding COVID-19, the
meeting will also be held via teleconference.*

CALL TO ORDER OF REGULAR MEETING

ROLL CALL

APPROVAL OF AGENDA

SECRETARY'S REPORT:

- Approve Minutes of Regular Meeting (12/2/2020)

TREASURER'S REPORT:

- Approve Voucher List
- Discussion / Review of Bank & Budget Statements

PRESIDENT'S REPORT:

Discussion/Action:

- Discuss/Act on MCO Accounting/Bookkeeping contract renewal
- Approve Pay Request #2 – B&P Mechanical, Inc. \$63,577.12
- Discuss/Act on Heating System Improvements Change Order #1 – B&P Mechanical, Inc.: deduct \$14,179
- Discuss/Act on changing insurance agent on record to McClone Agency and switching property insurance coverage to MPIC with a \$25,000 deductible

MANAGER'S REPORT:

- Review Monthly Operational Summary
- Discuss 2021 employee wage adjustment
- Discuss/Act on quote to replace belt press filter press feed pump #2

ENGINEER'S REPORT:

- Heating System Improvement Project Update

OLD BUSINESS:

-

NEW BUSINESS:

- Informational only – 2021 Event Calendar

ADJOURNMENT:

FOX WEST REGIONAL SEWERAGE COMMISSION



Brandon Kaufman
GENERAL MANAGER

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

David A. Schowalter
PRESIDENT

Dale A. Youngquist
VICE PRESIDENT
TREASURER

Jeffrey T. Nooyen
SECRETARY

Gregory J. Ziegler
DEPUTY SECRETARY

Travis J. Thyssen
DEPUTY TREASURER

Dean M. Culbertson
COMMISSIONER

Michael J. Van Dyke
COMMISSIONER

REGULAR MEETING MINUTES

December 2, 2020

Notice of the Regular Meeting was distributed by Roger Voigt to all Commissioners; the Clerks of the Town of Grand Chute, Village of Fox Crossing, Town of Greenville & Town of Neenah; Joel Christopher, The Post Crescent; and posted on the bulletin board at the Regional Office. The Regular Meeting was called to order by President Schowalter at 4:00 P.M.

PRESENT:

David Schowalter
Dale Youngquist
Greg Ziegler

Mike Van Dyke
Travis Thyssen
Dean Culbertson

Jeff Nooyen
Brandon Kaufman (MCO)
Roger Voigt (MCO)

Guests: Chad Olsen (McMahon).

APPROVAL OF AGENDA:

A motion was made by Greg Ziegler to approve the Agenda, seconded by Jeff Nooyen.
Motion Carried.

SECRETARY'S REPORT:

Minutes

A motion was made by Greg Ziegler to approve the Minutes of the meeting held on November 4, 2020; seconded by Mike Van Dyke. *Motion Carried.*

TREASURER'S REPORT:

Voucher List

President Schowalter asked but there were no concerns with the voucher list.

Greg Ziegler motioned to approve as presented; seconded by Dale Youngquist.
Motion Carried.

Bank & Budget Statement

President Schowalter asked if there are any questions regarding the bank and budget statements; Accountant Voigt reported on the change made in recording the electric and natural gas utilities for September; two months of bills were recorded, one month was moved to October. Brandon Kaufman reported on the discussion with WE Energies; gas and electric meters will now be read monthly on the same billing cycle. WE Energies also provided site instructions for reviewing history and other information about our account online.

Dean Culbertson motioned to approve as presented; seconded by Mike Van Dyke.
Motion Carried.

PRESIDENT'S REPORT:

Section 202(a) of the Ordinance-Contract- Number of Members.

Brandon reported he was not sure if this topic was to be on the agenda for further discussion. Commissioners discussed the topic; it was requested of Brandon to make contacts with other communities regarding any allowance for making changes to the number of commissioners that represent a community.

B&P Mechanical Pay Request

Chad Olsen discussed Pay Request #1 from B&P Mechanical, Inc. for Heating System Improvements in the amount of \$70,727.50. After discussion, Dale Youngquist made a motion to approve Pay Request #1 from B&P Mechanical, Inc. in the amount of \$70,727.50, seconded by Greg Ziegler. *Motion Carried.*

Service Building HVAC Quotes

Chad Olsen discussed the condition of the Service Building Air Handling Unit and the quotes received. Quotes were received to replace the condensing coil and condenser (Option a); additional quotes were also received for replacing the condensing coil, condenser, and air handling unit (Option b). B&P Mechanical provided the lowest quotes for Options a and b. The quotes do not replace the controls; Johnson Controls looked at the air handling unit and reported this appears to be okay at this time. Commissioners discussed the two quote options; Greg Ziegler indicated he is more inclined to only fix the issues. Greg Ziegler made a motion to approve the quote from B&P Mechanical, Inc. option a – replace condensing coil and condenser, in the amount of \$23,871, seconded by Dale Youngquist. *Motion carried.* Chad Olsen will contact B&P Mechanical, Inc. to arrange for the work to be completed; this will be done as a change order with the current Heating System Improvements contract

MANAGER'S REPORT:

Operational Summary

Brandon further discussed items in his written report; power outages, WE Energies needing access after-hours. Brandon also reported a new contract for the Accounting/Bookkeeping services will be on the January meeting agenda with no increase in the monthly rate. Dale Youngquist questioned the term of the agreement; Brandon reported it would be one year. Dale requested to have the agreement term follow in line with the current operations contract. Brandon will discuss this with the MCO owners.

Dale Youngquist made a motion to accept the Operations Summary, seconded by Greg Ziegler;
Motion Carried.

Atlas Copco Service Agreement.

Brandon discussed the renewal quote received for a five-year service agreement on the three blowers; the annual amount would remain the same over the five-year period. Brandon felt they

were doing a good job; overload trip outs on the equipment have been reduced from a weekly occurrence to about once per month.

Greg Ziegler made a motion to approve the five-year service agreement with Atlas Copco, seconded by Jeff Nooyen. *Motion Carried.*

OLD BUSINESS -

N/A

NEW BUSINESS –

N/A

ADJOURNMENT

A motion was made by Greg Ziegler, seconded by Travis Thyssen to Adjourn. *Motion Carried.*
Meeting adjourned at 4:47 pm.

ATTEST

Jeffrey Nooyen, Secretary

Roger Voigt, Accountant

**FOX WEST REGIONAL
SEWERAGE COMMISSION
For Approval on: 1/6/2021**

PREAUTHORIZED DECEMBER PAYABLES

CHECK NO	DATE		Amount
36703-36705	12/01/20	Plant Payroll - Net (#20-24)	4,260.14
EFTPS120120	12/03/20	Federal Payroll Taxes (#20-24)	1,487.58
TASC120120	12/01/20	TASC (formerly Benefit Advantage) (#20-24)	103.47
WDC120120	12/01/20	Wisconsin Def Comp (#20-24)	90.00
36706	12/15/20	Diggers Hotline (Nov fees for locate notices)	5.55
36707	12/15/20	Fox Crossing Utilities (quarterly water, fire protection, storm water fees)	6,547.18
36708	12/15/20	Midwest Contract Operations, Inc. (Dec acct/bookkeeping)	4,490.00
36709	12/15/20	WE Energies (\$1,450.14 Heat / \$40,586.61 Electric)	42,036.75
36710-36712	12/15/20	Plant Payroll - Net (#20-25)	4,249.37
EFTPS121520	12/17/20	Federal Payroll Taxes (#20-25)	1,463.24
TASC121520	12/15/20	TASC (formerly Benefit Advantage) (#20-25)	103.47
WDC121520	12/15/20	Wisconsin Def Comp (#20-25)	90.00
36713-36715	12/29/20	Plant Payroll - Net (#20-26)	5,194.95
EFTPS123020	12/30/20	Federal Payroll Taxes (#20-26)	1,862.12
TASC122920	12/29/20	TASC (formerly Benefit Advantage) (#20-26)	103.47
WDC122920	12/29/20	Wisconsin Def Comp (#20-26)	90.00
36716	12/29/20	Town of Grand Chute (Life & Dental Insurance)	218.04
36717	12/29/20	Spectrum Business (\$94.99 Internet/\$176.75 Telephone)	271.74
36718	12/29/20	VISA (\$113.50 postage/\$18.90 software support/\$52.72 gasoline/\$27.03 office exp)	212.15
WGH122420	12/24/20	Dept of Employee Trust (JAN Health Ins)	11,590.70
ETF113020	12/28/20	Dept of Employee Trust (NOV Pension)	1,840.97
WDR123020	12/30/20	Wisconsin Dept of Revenue (#20-24, #20-25, #20-26 & Commission)	1,068.40
			\$87,379.29

**FOX WEST REGIONAL
SEWERAGE COMMISSION -**

MONTHLY PAYABLES

VOUCHER LIST - Page 2

1/6/2021

CHECK NO	DATE		Amount
36719-36725	1/6/2021	Commissioner's Wages (Net) Commission Wages (DEC Mtg)	\$1,219.67
EFTPS010821	1/7/2021	Fed W/H Commission Payroll Federal Taxes	\$276.96
36726	1/6/2021	AquaChem ferric chloride & polymer	\$38,139.75
36727	1/6/2021	Badger Labs Testing - ammonia, phosphorus, fecal, metals	\$4,088.00
36728	1/6/2021	Energenecs 1 - 1/2" check valves (2) - polymer skid	442.92
36729	1/6/2021	Faith Technologies Filter press service - touchscreen, battery	\$1,923.39
36730	1/6/2021	GFL Environmental Dec grit, trash, recycle	1,566.40
36731	1/6/2021	Grainger bushings, washers, nuts/bolts, mobilube, flange	\$671.74
36732	1/6/2021	Johnson Controls Service Building HVAC service	\$1,678.25
36733	1/6/2021	Marco copier maintenance agreement	\$353.93
36734	1/6/2021	McMahon Associates Master Planning & Needs Review	\$193.50
36735	1/6/2021	McMaster Carr hole punches, cam-groove hose couplings, carbide bur	\$223.66
36736	1/6/2021	Merry Maids Dec office cleaning	\$600.00
36737	1/6/2021	Milton Propane propane	31.72
36738	1/6/2021	Unifirst Dec - uniforms, floor mats	502.65
			<hr/> \$51,912.54

CHECK NO	DATE		Amount
----------	------	--	--------

EQUIPMENT REPLACEMENT

36739	1/6/2021	Drydon Equipment Inc. new ferric chloride pump	5,652.94
-------	----------	---------------------------------------------------	----------

Total Equipment Replacement	\$5,652.94
-----------------------------	------------

DEPRECIATION EXPENSE

36740	1/6/2021	McMahon Associates wwtf heating improvements - construction basic services	1,050.00
-------	----------	-------------------------------------------------------------------------------	----------

Total Depreciation	\$1,050.00
--------------------	------------

Preauthorized DEC Expenses	\$87,379.29
Monthly Payables	51,912.54
Equipment Replacement Expense	5,652.94
Depreciation Expense	1,050.00
	\$145,994.77

Disbursements Not Approved:

Approved by Commission:

Dale Youngquist

Date

2020 BUDGET STATEMENT
FOX WEST REGIONAL
WASTEWATER TREATMENT PLANT

Budget Through 11/30/20

INCOME SOURCE	100.00% '20 BUDGET	MONTHLY 1/12 TOTAL	8.33% JAN	16.67% FEB	25.00% MAR	33.33% APR	41.67% MAY	50.00% JUNE	58.33% JULY	66.67% AUG	75.00% SEPT	83.33% OCT	91.67% NOV	100% DEC	YTD TOTAL	BDGT THRU NOV (11/30/20)	(OVER)/UNDR BUDGET	% OF BUD'GT
USER CHARGES:																		
OPERATION AND MAINT	\$1,609,000.00	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33	\$134,083.33		\$1,474,916.66	\$1,474,916.67	-\$0.01	91.67%
EQUIPMENT REPLACEMENT	237,052.00	19,754.33	19,754.33	\$19,754.33	\$19,754.33	\$19,754.33	\$19,754.33	\$19,754.33	\$19,754.33	\$19,754.33	\$19,754.33	\$19,754.33	\$19,754.33		217,297.66	\$217,297.67	-0.01	91.67%
DEPRECIATION	175,000.00	14,583.33	14,583.33	\$14,583.33	\$14,583.33	\$14,583.33	\$14,583.33	\$14,583.33	\$14,583.33	\$14,583.33	14,583.33	14,583.33	14,583.33		160,416.66	\$160,416.67	-0.01	91.67%
BOND REDEMPTION	1,108,880.00	92,406.67	92,406.67	\$92,406.67	\$92,406.67	\$92,406.67	\$92,406.67	\$92,406.67	\$92,406.67	\$92,406.67	92,406.67	92,406.67	92,406.67		1,016,473.34	1,016,473.33	0.01	91.67%
TOTAL BUDGETED INCOME	\$3,129,932.00	\$260,827.67	\$260,827.67	\$260,827.67	\$260,827.67	\$260,827.67	\$260,827.67	\$260,827.67	\$260,827.67	\$260,827.67	\$260,827.67	\$260,827.66	\$260,827.66	\$0.00	\$2,869,104.32	\$2,869,104.33	(\$0.01)	
CONTINGENCY FUNDING:																		
INTEREST INCOME	\$75,000.00	\$6,250.00	\$6,368.11	\$6,202.03	\$9,113.48	\$6,752.73	\$4,334.82	\$10,492.27	\$6,153.61	\$6,129.67	\$6,005.16	\$6,066.61	\$12,155.35		\$79,773.84	\$68,750.00	\$11,023.84	106.37%
WASTEHAULER INCOME	205,000.00	17,083.33	17,741.22	15,179.43	12,898.92	18,198.60	20,026.81	18,276.74	19,220.06	19,348.91	14,496.00	16,630.78	12,022.39		184,039.86	\$187,916.67	(3,876.81)	89.78%
LAB & MISC. INCOME	20,000.00	1,666.67	651.00	2,165.21	3,480.00	1,581.00	1,225,861.22	651.00	25,622.00	1,457.00	744.00	1,361.00	713.00		1,264,286.43	18,333.33	1,245,953.10	6321.43%
TOTAL CONT FUNDING	\$300,000.00	\$25,000.00	\$24,760.33	\$23,546.67	\$25,492.40	\$26,532.33	\$1,250,222.85	\$29,420.01	\$50,995.67	\$26,935.58	\$21,245.16	\$24,058.39	\$24,890.74	\$0.00	\$1,528,100.13	\$275,000.00	\$1,253,100.13	\$5.09
BUDGETED SURPLUS	\$0.00	\$0.00	\$0.00	\$0.00														
TOTAL BUDGET	\$3,429,932.00	\$285,827.67	\$285,588.00	\$284,374.34	\$286,320.07	\$287,360.00	\$1,511,050.52	\$290,247.68	\$311,823.34	\$287,763.25	\$282,072.83	\$284,886.05	\$285,718.40	\$0.00	\$4,397,204.45	\$3,144,104.33	\$1,253,100.13	128.20%
2020 BUDGETED O&M EXPENSE																		
WAGES:																		
COMMISSIONERS	\$17,000.00	\$1,416.67	\$1,418.15	\$1,418.15	\$1,418.15	\$1,418.15	\$1,222.70	\$1,418.15	\$1,468.15	\$1,443.15	\$1,418.15	\$1,222.70	\$1,418.15		\$15,283.75	\$15,583.33	299.58	89.90%
PLANT PERSONNEL	388,000.00	32,333.33	21,837.40	21,677.89	21,323.18	62,440.68	13,926.38	21,205.66	15,557.78	14,461.95	13,973.00	13,551.40	13,636.84		233,592.16	\$355,666.67	122,074.51	60.20%
PAYROLL TAX, BENEFITS, ETC	175,000.00	14,583.33	13,637.95	13,321.60	13,135.17	20,233.56	10,697.88	12,126.37	11,639.31	11,532.30	11,470.55	9,030.99	12,075.70		138,901.38	\$160,416.67	21,515.29	79.37%
CHEMICALS	340,000.00	28,333.33	25,450.15	28,247.45	30,574.50	27,890.50	36,987.50	16,564.90	36,787.85	16,637.50	28,943.75	21,621.00	22,675.00		292,380.10	\$311,666.67	19,286.57	85.99%
ELECTRIC POWER	595,000.00	49,583.33	48,289.81	44,998.24	44,100.26	42,496.72	46,057.10	15,970.33	77,044.35	32,134.28	32,408.56	69,207.52	35,884.17		488,591.34	\$545,416.67	56,825.33	82.12%
OTHER UTILITIES	45,000.00	3,750.00	2,602.47	2,834.70	10,195.90	2,352.77	1,680.87	8,611.09	223.09	81.60	107.45	348.03	909.33		29,947.30	\$41,250.00	11,302.70	66.55%
PLANT MAINTENANCE/REPAIR	75,000.00	6,250.00	8,094.02	5,355.32	3,179.14	14,252.71	12,188.83	4,029.95	3,508.55	7,224.83	18,571.68	4,555.71	9,209.68		90,170.42	\$68,750.00	(21,420.42)	120.23%
OTHER OPERATING COSTS	90,000.00	7,500.00	3,623.24	5,329.25	6,053.42	5,410.60	7,451.15	28,795.56	18,100.25	18,191.04	32,699.13	37,711.19	42,282.21		205,647.04	\$82,500.00	(123,147.04)	228.50%
DNR ENVIRONMENTAL FEES	35,000.00	2,916.67	0.00	0.00	0.00	0.00	0.00	37,367.95	0.00	0.00	0.00	0.00	0.00		37,367.95	\$32,083.33	(5,284.62)	106.77%
WPDES-COMPL. MONITORING	30,000.00	2,500.00	5,108.75	2,970.60	5,468.80	2,764.00	0.00	1,994.40	3,375.20	7,618.30	2,206.40	4,138.80	3,142.40		38,787.65	\$27,500.00	(11,287.65)	129.29%
SLUDGE DISPOSAL	20,000.00	1,666.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,188.94	0.00		20,188.94	\$18,333.33	(1,855.61)	100.94%
LAB OPERATIONS	10,000.00	833.33	940.43	465.10	0.00	0.00	290.66	2,845.33	502.86	0.00	1,676.23	1,383.46	2,454.68		10,558.75	\$9,166.67	(1,392.08)	105.59%
INSURANCE/BONDING/LEGAL	65,000.00	5,416.67	21,829.75	0.00	14,302.75	0.00	0.00	15,399.75	0.00	3,426.50	5,557.00	1,347.50	0.00		61,863.25	\$59,583.33	(2,279.92)	95.17%
ANNUAL AUDITING SERVICES	10,000.00	833.33	0.00	0.00	0.00	0.00	8,236.00	0.00	500.50	0.00	0.00	0.00	0.00		8,736.50	\$9,166.67	430.17	87.37%
OFFICE,POSTAGE,PHONE, ETC	6,000.00	500.00	735.59	169.27	275.87	427.52	526.49	1,227.47	470.10	176.06	183.32	619.13	1,090.45		5,901.27	\$5,500.00	(401.27)	98.35%
GENERAL ADMIN. EXPENSE	8,000.00	666.67	2,392.61	727.11	1,077.47	511.06	150.01	760.21	804.72	920.00	1,808.31	5,873.70	9,014.50		24,039.70	7,333.33	(16,706.37)	300.50%
TOTAL O&M EXPENSES	\$1,909,000.00	\$159,083.33	\$155,960.32	\$127,514.68	\$151,104.61	\$180,198.27	\$139,415.57	\$168,317.12	\$169,982.71	\$113,847.51	\$151,023.53	\$190,800.07	\$153,793.11	\$0.00	\$1,701,957.50	\$1,749,916.67	\$47,959.17	89.15%
CONTINGENCY APPLIED	\$300,000.00	\$25,000.00	-\$3,123.01	-\$31,568.65	-\$7,978.72	\$21,114.94	-\$19,667.76	\$9,233.79	\$10,899.38	-\$45,235.82	\$23,508.85	\$39,695.46	-\$26,405.16		-\$29,526.73	\$200,000.00	\$229,526.73	-9.84%

O&M SUMMARY		CONTINGENCY SUMMARY	
a. Budgeted Expense	\$1,749,916.67	a. Budgeted Income	\$275,000.00
b. Budgeted User Inco	\$1,474,916.67	b. Actual Income	\$1,528,100.13
c. Actual Expense	\$1,701,957.50	c. Applied Reserve	-\$29,526.73
Budget Balance (a -		Budget Balance (b - a)	\$1,253,100.13
Actual Balance (b -		Actual Balance (b - c)	\$1,557,626.86

BUDGET BALANCE	
O & M	\$47,959.17
+ CONTINGENCY	\$1,253,100.13
\$1,301,059.30	

YTD INTEREST INCOME	
Checking	\$231.63
Future Capital	\$10,825.84
Equip Repl	\$3,878.98
Bond Redemp	\$28,049.87
Depreciation	\$32,193.82
TOTAL INT	\$75,180.14

Fox West Regional Sewerage Commission
Balance Sheet Summary with Previous Year Comparison
As of November 30, 2020

	Nov 30, 20	Nov 30, 19	\$ Change	% Change
ASSETS				
<u>Current Assets</u>				
<u>Cash & Investments</u>				
Checking-American Nat'l	642,397.08	102,840.64	539,556.44	524.65%
Cash-Wastehauler's Deposits	1,011.58	1,011.06	0.52	0.05%
Petty Cash	200.00	200.00	0.00	0.0%
Bond Redemption - Money Market & CD's	1,461,059.74	1,524,876.07	-63,816.33	-4.19%
Equipment Replacement - Money Market & CD's	347,095.20	703,963.97	-356,868.77	-50.69%
Depreciation Fund - Money Market & CD's	1,966,158.69	1,836,596.05	129,562.64	7.05%
Future Capital (CD)	1,236,077.02	0.00	1,236,077.02	100.0%
Total Cash & Investments	5,653,999.31	4,169,487.79	1,484,511.52	35.6%
<u>Other Current Assets</u>				
Accounts Receivable	323,454.79	470,976.30	-147,521.51	-31.32%
Undeposited Funds	0.00	0.00	0.00	0.0%
Inventory Mat'l & Supplies	12,521.00	10,026.00	2,495.00	24.89%
WRS Pension - Assets & Deferred Outflows	231,567.00	209,341.00	22,226.00	10.62%
Total Other Current Assets	567,542.79	690,343.30	-122,800.51	-17.79%
Total Current Assets	6,221,542.10	4,859,831.09	1,361,711.01	28.02%
<u>Fixed Assets</u>				
Land/Easements/Land Improvements	590,977.48	590,977.48	0.00	0.0%
Interceptor Mains & Access	1,648,042.84	1,648,042.84	0.00	0.0%
Structures, Equipment & Improvements	44,850,995.71	44,577,368.34	273,627.37	0.61%
Accumulated Depreciation	-19,544,429.27	-17,593,412.98	-1,951,016.29	-11.09%
Total Fixed Assets	27,545,586.76	29,222,975.68	-1,677,388.92	-5.74%
TOTAL ASSETS	33,767,128.86	34,082,806.77	-315,677.91	-0.93%
LIABILITIES & EQUITY				
<u>Liabilities</u>				
<u>Current Liabilities</u>				
Accounts Payable	223,012.89	78,081.00	144,931.89	185.62%
Payroll Liabilities	65,623.26	102,935.20	-37,311.94	-36.25%
Pension Liability	202,073.00	140,951.00	61,122.00	43.36%
Customer Deposits	1,011.42	1,011.06	0.36	0.04%
Accrued Interest Expense	41,497.00	45,474.00	-3,977.00	-8.75%
Total Current Liabilities	533,217.57	368,452.26	164,765.31	44.72%
<u>Long Term Liabilities</u>				
CWF-INTERCEPTOR	168,773.66	218,994.25	-50,220.59	-22.93%
CWF-2009 Upgrade	8,391,332.42	9,083,986.95	-692,654.53	-7.63%
Total Long Term Liabilities	8,560,106.08	9,302,981.20	-742,875.12	-7.99%
Total Liabilities	9,093,323.65	9,671,433.46	-578,109.81	-5.98%
<u>Equity</u>				
Contributions in Aid-Grants/Agencies	4,951,269.00	4,951,269.00	0.00	0.0%
Contributions in Aid-Communities	695,930.55	695,930.55	0.00	0.0%
Contributions in Aid-Others	147,494.00	147,494.00	0.00	0.0%
Accum Amort of Contributed Capital	-3,933,248.32	-3,933,248.32	0.00	0.0%
Retained Earnings-Unappropriated	20,689,956.33	21,433,684.14	-743,727.81	-3.47%
Restricted Net Position-Pension	145,937.00	145,937.00	0.00	0.0%
Net Income	1,976,466.65	970,306.94	1,006,159.71	103.7%
Total Equity	24,673,805.21	24,411,373.31	262,431.90	1.08%
TOTAL LIABILITIES & EQUITY	33,767,128.86	34,082,806.77	-315,677.91	-0.93%

**FOX WEST REGIONAL
SEWERAGE COMMISSION
For Approval on: 1/6/2021**

PREAUTHORIZED DECEMBER PAYABLES

CHECK NO			Amount
36703-36705	12/01/20	Plant Payroll - Net (#20-24)	4,260.14
EFTPS120120	12/03/20	Federal Payroll Taxes (#20-24)	1,487.58
TASC120120	12/01/20	TASC (formerly Benefit Advantage) (#20-24)	103.47
WDC120120	12/01/20	Wisconsin Def Comp (#20-24)	90.00
36706	12/15/20	Diggers Hotline (Nov fees for locate notices)	5.55
36707	12/15/20	Fox Crossing Utilities (quarterly water, fire protection, storm water fees)	6,547.18
36708	12/15/20	Midwest Contract Operations, Inc. (Dec acct/bookkeeping)	4,490.00
36709	12/15/20	WE Energies (\$1,450.14 Heat / \$40,586.61 Electric)	42,036.75
36710-36712	12/15/20	Plant Payroll - Net (#20-25)	4,249.37
EFTPS121520	12/17/20	Federal Payroll Taxes (#20-25)	1,463.24
TASC121520	12/15/20	TASC (formerly Benefit Advantage) (#20-25)	103.47
WDC121520	12/15/20	Wisconsin Def Comp (#20-25)	90.00
36713-36715	12/29/20	Plant Payroll - Net (#20-26)	5,194.95
EFTPS123020	12/30/20	Federal Payroll Taxes (#20-26)	1,862.12
TASC122920	12/29/20	TASC (formerly Benefit Advantage) (#20-26)	103.47
WDC122920	12/29/20	Wisconsin Def Comp (#20-26)	90.00
36716	12/29/20	Town of Grand Chute (Life & Dental Insurance)	218.04
36717	12/29/20	Spectrum Business (\$94.99 Internet/\$176.75 Telephone)	271.74
36718	12/29/20	VISA (\$113.50 postage/\$18.90 software support/\$52.72 gasoline/\$27.03 office exp)	212.15
WGH122420	12/24/20	Dept of Employee Trust (JAN Health Ins)	11,590.70
ETF113020	12/28/20	Dept of Employee Trust (NOV Pension)	1,840.97
WDR123020	12/30/20	Wisconsin Dept of Revenue (#20-24, #20-25, #20-26 & Commission)	1,068.40
			\$87,379.29

FOX WEST REGIONAL SEWERAGE COMMISSION
BANK STATEMENT
CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF NOV 2020

CHECKING ACCOUNT

Beginning Balance		<u><u>\$430,937.63</u></u>
Receipts:		
User Fees Received	\$362,516.44	
Vactor-Waste Fees Received		
Lab/MISC Fees Received	3,410.00	
Septic Haulers Fees	17,185.78	
Interest Earned @ 0.05% / ANB	21.20	
Transfers from:		
Equipment Replacement		
Bond Redemption	114,261.01	
Depreciation		
Total Receipts:	<u>\$497,394.43</u>	
Total Available		<u><u>\$928,332.06</u></u>
Disbursements:		
Commissioners Wages (net)	\$1,219.67	
Plant Personnel Wages (net)	4,260.14	
Plant Personnel Wages (net)	4,267.18	
Plant Personnel Wages (net)		
CWF Loans Interest Payment	114,261.01	
Gen. Operating Expense	120,359.28	
Equipment Replacement	31,547.83	
Depreciation	-	
Transfers To:		
Operation & Maint.		
Misc ledger adjustment	10,019.87	
Equipment Replacement		
Bond Redemption		
Depreciation		
Total Disbursements:	<u>\$285,934.98</u>	
TOTAL CHECKING		<u><u>\$642,397.08</u></u>

EQUIPMENT REPLACEMENT ACCOUNT

Beginning Balance	\$346,952.62	
Interest Earned @ 0.55% / ANB	142.58	
Transfer from Checking		
Transfers to Checking		
Total Equip Replacement Acct Balance		<u><u>\$347,095.20</u></u>

FUTURE CAPITAL ACCOUNT

Beginning Balance	\$1,232,397.63	
Interest Earned @ 1.80% / COM 1st - CD	3,679.39	
TOTAL FUTURE CAPITAL		<u><u>\$1,236,077.02</u></u>

BOND REDEMPTION ACCOUNT

Beginning Balance	\$553,260.12
Interest Earned @ 0.50% / ANB	181.98
Transfer from Checking	-114,261.01
Total Bond Redemption Acct Balance	<u>\$439,181.09</u>

Invested:

CD - COM 1st (4/29/21 - 2.25%)	\$507,945.68
Interest Earned @ 2.14% / Com 1st	1,889.62
COM 1st Total	<u>\$509,835.30</u>

CD - ANB (3/17/21 - 0.70%)	\$512,043.35
Interest Earned @ 0.70% / ANB	1,502.46 -est
ANB Total	<u>\$513,545.81 -est</u>

TOTAL BOND REDEMPTION \$1,462,562.20

DEPRECIATION ACCOUNT

Beginning Balance	\$423,903.96
Interest Earned @ 0.50% / ANB	174.21
Transfer from Checking	
Transfer to Checking	
Total Depreciation Acct Balance	<u>\$424,078.17</u>

Invested:

CD - Com 1st (2/01/21 - 2.14%)	\$1,533,942.57
Interest Earned @ 2.14% / Com 1st	8,137.95
	<u>\$1,542,080.52</u>

TOTAL DEPRECIATION ACCOUNT \$1,966,158.69

SUMMARY

ANB CHECKING ACCOUNT	\$642,397.08
EQUIPMENT REPLACEMENT ACCOUNT	347,095.20
FUTURE CAPITAL CD ACCOUNT	\$1,236,077.02
BOND REDEMPTION ACCOUNT	1,462,562.20
DEPRECIATION ACCOUNT	1,966,158.69
PETTY CASH & WASTEHAULER DEPOSITS	\$1,211.58
TOTAL FUNDS AVAILABLE	<u><u>\$5,655,501.77</u></u>

CD LISTING

11/30/2020

	<u>Date Issued</u>	<u>Account</u>	<u>Amount</u>	<u>Rate</u>	<u>Term</u>	<u>Matures</u>
Community First CU	4/1/2020	Bond Redemption	\$509,835.30	2.14%	16-month	08/01/21
American Nat'l Bank	4/29/2020	Bond Redemption	\$512,043.35	0.70%	11-month	03/17/21
		TOTAL	\$1,021,878.65			
Community First CU	4/1/2020	Depr	1,542,080.52	2.14%	12-month	04/01/21
Mary 920-830-7221		TOTAL	\$1,542,080.52			
Community First CU	2/1/2020	Future Capital	1,236,077.02	1.80%	13-month	07/04/21
Mary 920-830-7221		TOTAL	\$1,236,077.02			
TOTAL INVESTMENTS:			\$3,800,036.19			

2020 INTEREST EARNINGS

November 30, 2020

	1002	1034	1036	2186b	2131	2121	2152c	2152d	2152b	2141	2187b	
	Checking	WH Deposit Winn Waste- BMO	WH Deposit Geenan-ANB	Future Capital CD	Replacement ER SAV Amer Nat'l	Bond Red SAV	Bond Red CD - ANB	Bond Red CD - COM 1st	Bond Red CD - COM 1st	Depreciation Depr SAV	Depr CD	TOTAL
Jan	37.51	0.03	0.03		856.95	637.07	0.00	487.43	1,369.98	517.04	2,462.13	\$6,368.17
Feb	34.79	0.02	0.02		769.51	369.46	0.00	884.33	1,284.99	485.48	2,373.47	\$6,202.07
Mar	27.97	0.02	0.02		425.21	300.74	3,005.47	946.99	1,377.02	292.15	2,737.93	\$9,113.52
Apr	12.94	0.02	0.02		335.24	302.45	1,029.92	918.17	1,268.31	231.31	2,654.39	\$6,752.77
May	21.04	0.02	0.02		329.96	60.76	0	950.51	0.00	224.89	2,747.66	\$4,334.86
Jun	21.81	0.02	0.02	1,617.93	316.80	99.13	4,632.66	921.59	0.00	218.52	2,663.83	\$10,492.31
Jul	11.21	0.02	0.00	1,860.08	233.04	141.19	0.00	954.05	0.00	196.62	2,757.42	\$6,153.63
Aug	14.90	0.02	0.00	1,862.90	166.67	180.16	0.00	955.85	0.00	186.79	2,762.40	\$6,129.69
Sep	13.82	0.02	0.00	1,805.54	155.43	235.97	0.00	926.76	0.00	189.53	2,678.11	\$6,005.18
Oct	14.08	0.02	0.00	1,848.60	147.59	234.85	0.00	905.84	0.00	180.10	2,735.53	\$6,066.61
Nov	21.20	0.02	0.00	1,830.79	142.58	181.98	1,502.46	983.78	0.00	174.21	2,724.31	\$7,561.33
Dec							est					
TOTALS:	\$231.27	\$0.23	\$0.13	\$10,825.84	\$3,878.98	\$2,743.76	\$10,170.51	\$9,835.30	\$5,300.30	\$2,896.64	\$29,297.18	\$75,180.14
	\$231.27			\$10,825.84	\$3,878.98		\$28,049.87			\$32,193.82		
	-17	-129	-87		-92	-23				-11		



Midwest Contract
Operations, Inc.

AGREEMENT For Professional Services

Fox West Regional Sewerage Commission
1965 W Butte des Morts Beach Road
Neenah, WI 54956

Date: December 1, 2020

MCO. No F018 - 21-160-10

PROJECT DESCRIPTION:

Provide Accounting & Bookkeeping Services

SCOPE OF SERVICES:

MCO personnel will provide the following services – estimated at 12-18 hours average per week:

Payroll: Prepare and generate payroll for FWRSC employees and Commissioners, submit payroll taxes to federal & state agencies, prepare quarterly federal & state reports, prepare year-end reports and forms. Prepare monthly & annual reports to Wisconsin Retirement System (WRS), submit monthly WRS remittances.

A/R-A/P-Cash: Enter A/P bills, issue payments. Create invoices to customers, record deposits received. Monitor cash investments, make investment recommendations on maturing funds or with excess cash holdings.

General Ledger: Generate monthly financial statements, prepare bank reconciliations, assist in annual audit, assist with annual budget preparation.

Commission Meetings: Assist with meeting notice/agenda preparation, prepare meeting information packets, send out packets to Commissioners. Post meeting notice/agenda, attend meeting to record minutes, prepare minutes for approval, send out legal notices to newspaper for publication.

- There is an expectation the existing clerk will work with MCO to provide assistance and details in how current procedures are performed to provide for a smooth transition.

SPECIAL TERMS (Refer Also To General Terms & Conditions - Attached)

_____ (Owner) agrees that the Project Approach, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of Midwest Contract Operations, Inc.

COMPENSATION (Does Not Include Permit Or Approval Fees)

☐ Rates Per Attached Fee Schedule

☒ Lump Sum: \$4,490 per month Agreement is good from January 1, 2021 to December 31, 2021.

☐ Other:

COMPLETION SCHEDULE:

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and MIDWEST CONTRACT OPERATIONS, INC. Is Hereby Authorized To Proceed With The Services.

☐ This Agreement Confirms Our Written Proposal, Dated: _____

☐ This Agreement Confirms Our Verbal Estimate Given On: _____

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

OWNER:

MIDWEST CONTRACT OPERATIONS, INC.

By: _____

By: 

Title: _____

Title: President

Date: _____

Date: December 1, 2020

Project
Manager: Brandon Kaufman

Please Return One Copy For Our Records
P.O. BOX 2108 - NEENAH, WI 54957-2108
(920)751-4299 / (920)751-4767 -



December 29, 2020

David Schowalter
Fox West Regional Sewerage Commission
1965 W. Butte Des Morts Beach Road
Neenah, WI 54956

Re: Fox West Regional WWTF
Heating System Improvements
Certificate for Payment #2 – B & P Mechanical, Inc.
McM. No. F0059-9-20-00171.06

Dear Dave,

Enclosed is Certificate for Payment #2 for the above referenced project. This Certificate is issued to B & P Mechanical, Inc. in the amount of \$63,577.12 for partial payment for work performed through December 15, 2020.

Please process the enclosed and forward payment to B&P Mechanical, Inc. Should you have any questions, please contact our office at your convenience.

Respectfully,
McMahon Associates, Inc.

Chad T. Olsen, P.E., BCEES
Vice President / Senior Project Manager

CTO:lamc

cc: B & P Mechanical, Inc.

Enclosure: Certificate for Payment #2

W:\PROJECTS\F0059\92000171\Const\Contract\Cert Payment\#2\CertPayLetter.docx

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 MCMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CERTIFICATE FOR PAYMENT

(Owner)

David Schowalter
Fox West Regional Sewerage Commission
1965 W. Butte Des Morts Beach Road
Neenah, WI 54956

Contract No.

F0059-9-20-00171

Project File No.

F0059-9-20-00171.06

Certificate No.

Two (2)

Issue Date:

December 29, 2020

Project:

Heating System Improvements

This Is To Certify That, In Accordance With The Contract Documents Dated:

August 20, 2020

(Contractor)

B & P Mechanical, Inc.
3200 W. Highview Drive
Appleton, WI 54912

Is Entitled To **Partial** Payment For Work Performed Through:

December 15, 2020

- ☒ Contractor's Application For Payment Attached.
☒ Itemized Cost Breakdown Attached.

Original Contract	\$212,735.00
Net Change Orders	\$0.00
Current Contract Amount	\$212,735.00

Completed To Date	\$139,623.00
Retainage 2.5%	\$5,318.38
Subtotal	\$134,304.62
Previously Certified	\$70,727.50

Amount Due This Payment: \$63,577.12

Certified By:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin



Chad T. Olsen, P.E., BCEES

Vice President / Senior Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
Village of Fox Crossing
Fox West Regional
Sewerage Commission

PROJECT:
Wastewater Treatment Facility
Heating System Improvement

FROM: B & P Mechanical, Inc.
PO Box 2002, 3200 W. Highview Dr
Appleton, WI 54912-2002

AIA DOCUMENT G702

(Instructions on reverse side) Page ONE of Pages

APPLICATION NO: 2
PERIOD TO: 12/15/2020

ARCHITECT'S PROJECT NO: F0059-9-20-00171

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☒ GENERAL
☐

CONTRACT FOR: HVAC

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1	12/15/2020		-35,270.00
2	12/15/2020		-2,780.00
TOTALS		0.00	-38,050.00
Net Change by Change Orders			-38,050.00

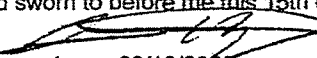
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: B & P Mechanical, Inc.

BY:  Date: 12/15/2020

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$ 212,735.00
2 Net change by Change Orders	\$ (38,050.00)
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$ 174,685.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 139,623.00
5 RETAINAGE:	
a. 5 % of Completed Work	\$ 6,981.15 (Column D + e on G703)
b. 0% of Stored Material	\$ - (Column F on G703)
Total Retainage (Line 5a & 5b or Total in Column 1 of G703)	
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 132,641.85
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 70,727.50
8 CURRENT PAYMENT DUE	\$ 61,914.35
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 42,043.15

State of: Wisconsin County of: Outagamie
Subscribed and sworn to before me this 15th day of December, 2020
Notary Public: 
My Commission expires: 09/18/2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

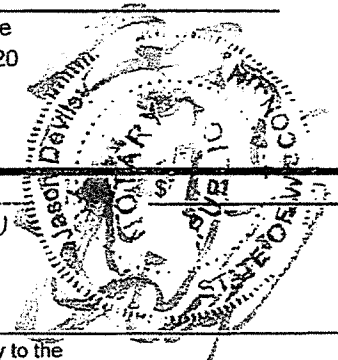
AMOUNT CERTIFIED

(Attached explanation if amount certified differs from the amount applied for.)

ARCHITECT:

BY: DATE:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 2 OF 3

PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

2

Contractor's signed Certification is attached.

APPLICATION DATE:

12/15/2020

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

12/15/2020

Use Column I on contracts where retainage for line items may apply.

ARCHITECT'S PROJECT NO:

F0059-9-20-00171

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Engineering and plans	2,500.00	2,500.00	0.00	0.00	2,500.00	100%	0.00	125.00
2	Permit Fee	1,950.00	1,950.00	0.00	0.00	1,950.00	100%	0.00	97.50
3	Supervision	3,200.00	500.00	1,700.00	0.00	2,200.00	69%	1,000.00	110.00
4	Sheet metal materials	1,750.00	0.00	1,300.00	0.00	1,300.00	74%	450.00	65.00
5	Sheet metal labor	4,824.00	0.00	3,200.00	0.00	3,200.00	66%	1,624.00	160.00
6	Boiler	34,750.00	34,750.00	0.00	0.00	34,750.00	100%	0.00	1,737.50
7	Labor to install boiler	1,850.00	0.00	1,850.00	0.00	1,850.00	100%	0.00	92.50
8	Pumps and air control devices	19,825.00	0.00	19,825.00	0.00	19,825.00	100%	0.00	991.25
9	Labor to install pumps and air control devices	2,250.00	0.00	2,250.00	0.00	2,250.00	100%	0.00	112.50
10	Pipe, valves and fittings materials	19,336.00	2,400.00	13,000.00	0.00	15,400.00	80%	3,936.00	770.00
11	Labor to install PV&F's	45,537.00	6,500.00	35,000.00	0.00	41,500.00	91%	4,037.00	2,075.00
12	VFD's	2,340.00	0.00	2,340.00	0.00	2,340.00	100%	0.00	117.00
13	Unit heaters	11,925.00	11,925.00	0.00	0.00	11,925.00	100%	0.00	596.25
14	Labor to install unit heaters	1,850.00	0.00	1,850.00	0.00	1,850.00	100%	0.00	92.50
15	Electrical subcontractor	14,538.00	0.00	12,538.00	0.00	12,538.00	86%	2,000.00	626.90
16	Temperature controls subcontractor	26,950.00	10,000.00	6,170.00	0.00	16,170.00	60%	10,780.00	808.50
17	Insulation subcontractor	7,400.00	0.00	0.00	0.00	0.00	0%	7,400.00	0.00
18	Demolition	2,200.00	0.00	2,200.00	0.00	2,200.00	100%	0.00	110.00
19	Water balancing	2,035.00	0.00	0.00	0.00	0.00	0%	2,035.00	0.00
20	Chemical treatment	1,800.00	0.00	0.00	0.00	0.00	0%	1,800.00	0.00
21	Performance bond	3,925.00	3,925.00	0.00	0.00	3,925.00	100%	0.00	196.25
22	Change Order-1	-35,270.00	0.00	-35,270.00	0.00	-35,270.00	100%	0.00	-1,763.50
23	Change Order-2	-2,780.00	0.00	-2,780.00	0.00	-2,780.00	100%	0.00	-139.00
							</		

WAIVER OF LIEN

(GOOD ONLY UPON RECEIPT OF PAYMENT)

Know all men by thee presents: That B & P Mechanical, Inc. 3200 West Highview Drive, Appleton, WI 54914 for end in consideration of \$ 61,914.35 Dollars and other good and valuable considerations, lawful money of the United States of American, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind of class of lien whatsoever on the following described property:

Village Of Fox Crossing - WWTF
Neenah, WI
Contract No: F0059-9-20-00171

Dated this 15th Day of December, 2020 at B & P Mechanical, Inc.

By: 
Shaishav Patel



December 29, 2020

B&P Mechanical
3200 W. Highview Drive
Appleton, WI 54912

Re: Fox West Regional Sewerage Commission
Heating System Improvements
Change Order #1
McM. No. F0059-9-20-00171.06

Enclosed herewith is Change Order #1 for the above referenced project. This change is a decrease to the Contract in the amount of \$14,179. The current Contract Price is \$198,556.

Please review and sign in the space provided. Return all copies to our office. We will obtain the Owner's signature and distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,
McMahon Associates, Inc.

Chad T. Olsen, P.E., BCEES
Vice President / Senior Project Manager

CTO:lamc

Enclosure: Change Order #1

W:\PROJECTS\F0059\92000171\Const\Contract\Change Order\1\Change-O-McM-H-L1.docx

ENGINEERS / ARCHITECTS

1445 MCMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

CHANGE ORDER

(Contractor)
B&P Mechanical
3200 W. Highview Drive
Appleton, WI 54912

Contract No.	F0059-9-20-00171
Project File No.	F0059-9-20-00171.06
Change Order No.	One (1)
Issue Date:	December 29, 2020
Project:	Fox West Regional WWTF Heating System Improvements

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
1.1	Reuse existing hot water recirc pumps and air specialties	(\$35,270)
1.2	Eliminate VFDs for hot water recirc pumps	(\$2,780)
1.3	Replace condensing unit, Dx coil and refrigerant piping of Air Handling Unit 1 in Service Building	\$23,871
	TOTAL	(\$14,179)

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	\$212,735	150 days
Adjustments Per This Change Order	(\$14,179)	100 days
Current Contract Status	\$198,556	250 days

Recommended:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:
B&P Mechanical
Appleton, Wisconsin

Authorized:
**Fox West Regional Sewerage
Commission**
Neenah, Wisconsin

Chad T. Chen

By: Chad T. Olsen

Date: 12/29/20

By:

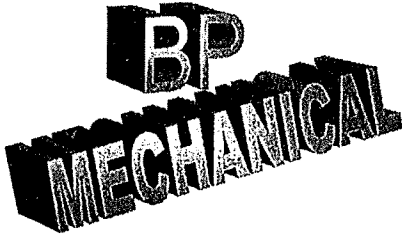
Date:

By:

Date:

- ☐ OWNER Copy
☐ CONTRACTOR Copy
☐ ENGINEER Copy (Contract Copy)
☐ FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution



B & P MECHANICAL, INC.
3200 WEST HIGHVIEW DRIVE
APPLETON, WI 54912-2002
TELEPHONE (920) 733-3303
FAX (920) 733-9319

PROPOSAL 8212

PREPARED ESPECIALLY FOR (The Buyer)

Page 1 of 1

Date: October 19, 2020

To: McMahon and Associates

Attn: Chad Olsen

RE: Fox Crossing WWTF – Condensing unit replacement

We propose to furnish all labor, material, construction equipment, supervision and services necessary to replace the condensing unit for the air handling unit serving the office area.

Base bid includes:

- Replacing the condensing, DX coil and new refrigerant piping
- Existing controls to remain
- Electrical wiring
- Removal and disposal of existing condensing unit and DX coil

Total cost: \$23,871.00

Alternate bid includes:

- Replacing the condensing unit, the air handling unit and new refrigerant piping
- New JCI network controller and DDC controls for new air handling unit
- Electrical wiring
- Removal and disposal of existing condensing unit and air handling unit

Total cost: \$50,404.00

If the existing pneumatic controls are replaced with new JCI controllers including new control valves, thermostats and discharge air sensors add \$14,235.00 to the alternate price.

Authorized Signature **Rob Renaud**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

ACCEPTED:

Signature _____

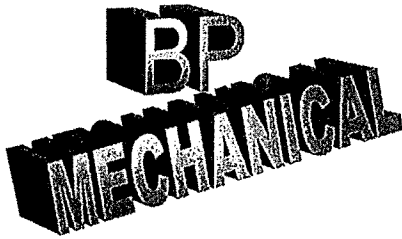
Date _____

Signature _____

THIS PROPOSAL IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THE REVERSE SIDE. PAYMENT TERMS NET 30 DAYS.

GENERAL CONDITIONS

1. Seller shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts or by any other cause which is unavoidable beyond Seller's control.
2. Buyer shall provide adequate fire insurance to protect the interest of the Seller against loss or damage to equipment, materials, and tools on the job site.
3. Seller shall have the right to bill the Buyer for the amount of material when delivered on the job site, even though not actually installed. In the event that material is ready for delivery and installation, but Buyer is unable to receive same, Seller shall have the right to bill Buyer for the amount of the material, including storage and insurance costs incurred by the Seller, which Buyer agrees to pay. Seller will notify Buyer 24 hours in advance of major equipment or material deliveries.
4. The Buyer shall be responsible for identifying and disclosing to the Seller all concealed piping, fixtures, wiring or other equipment or conditions which might be damaged, cause damage or otherwise affect or be affected by the work in the event of damage, or a claim of damage without disclosure being given, the Buyer shall waive and hold the Seller harmless against all claims, suites, judgments and awards and resulting therefrom.
5. Seller will furnish all necessary lien waivers, affidavits and other documents required to keep the Buyer's premises free from liens or claims for liens of all materialmen, subcontractors, or laborers as payments are made under this contract.
6. The price or prices set forth in this contract shall be increased in an amount or amounts equal to the tax or taxes which may be assessed on the equipment or materials supplied hereunder or which may be due to become due, or which may be required to be paid with respect to this contract as a result of any excise, sales, use, occupation or similar tax not now in effect but hereafter imposed or made effective by the United States Government or any state or local government.
7. Buyer shall be responsible for structural ability of the premises to contain the equipment in the manner and location specified in the contract or shown on drawings, and Seller shall not be liable for any failure, or damage resulting from such failure, of premises, due to such structural deficiency.
8. This proposal, when accepted by the Buyer, and approved by an authorized representative of the Seller, shall constitute exclusively the contract between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded.
9. All changes, alterations or omissions to be made in the work as specified shall be performed in accordance with a written agreement between Buyer and Seller, which shall define the amount of any increase or credit in price adjustment. Neither party to this contract shall assign this contract or monies due hereunder without the prior written consent of the other.
10. Unless otherwise agreed, this contract shall be performed during the regular work days consisting of 8 hours per day, 5 days per week. Should the Buyer request overtime, then this contract shall be increased to compensate for such work at the standard overtime charges, including insurance, taxes, overhead and profit, and the loss of efficiency factor.
11. If the scope of work contemplated herein is changed by 10 percent or more, compensation provided herein shall be adjusted.



B & P MECHANICAL, INC.
3200 WEST HIGHVIEW DRIVE
APPLETON, WI 54912-2002
TELEPHONE (920) 733-3303
FAX (920) 733-9319

PROPOSAL 8239

PREPARED ESPECIALLY FOR (The Buyer)

Page 1 of 1

Date: December 3, 2020

To: McMahon Associates

Attn: Chad Olsen

RE: Fox Crossing WWTF – Eliminate providing VFD's on existing hot water circulating pumps

The deductive cost to eliminate furnishing and installing the two variable speed drives is per below:

VFD cost	(\$2,340.00)
Installation cost	<u>(\$ 440.00)</u>
 Total deductive cost	 (\$2,780.00)

Authorized Signature **Rob Renaud**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

ACCEPTED:

Signature _____

Date _____ Signature _____

THIS PROPOSAL IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THE REVERSE SIDE. PAYMENT TERMS NET 30 DAYS.

GENERAL CONDITIONS

- 1. Seller shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts or by any other cause which is unavoidable beyond Seller's control.**
- 2. Buyer shall provide adequate fire insurance to protect the interest of the Seller against loss or damage to equipment, materials, and tools on the job site.**
- 3. Seller shall have the right to bill the Buyer for the amount of material when delivered on the job site, even though not actually installed. In the event that material is ready for delivery and installation, but Buyer is unable to receive same, Seller shall have the right to bill Buyer for the amount of the material, including storage and insurance costs incurred by the Seller, which Buyer agrees to pay. Seller will notify Buyer 24 hours in advance of major equipment or material deliveries.**
- 4. The Buyer shall be responsible for identifying and disclosing to the Seller all concealed piping, fixtures, wiring or other equipment or conditions which might be damaged, cause damage or otherwise affect or be affected by the work in the event of damage, or a claim of damage without disclosure being given, the Buyer shall waive and hold the Seller harmless against all claims, suites, judgments and awards and resulting therefrom.**
- 5. Seller will furnish all necessary lien waivers, affidavits and other documents required to keep the Buyer's premises free from liens or claims for liens of all materialmen, subcontractors, or laborers as payments are made under this contract.**
- 6. The price or prices set forth in this contract shall be increased in an amount or amounts equal to the tax or taxes which may be assessed on the equipment or materials supplied hereunder or which may be due to become due, or which may be required to be paid with respect to this contract as a result of any excise, sales, use, occupation or similar tax not now in effect but hereafter imposed or made effective by the United States Government or any state or local government.**
- 7. Buyer shall be responsible for structural ability of the premises to contain the equipment in the manner and location specified in the contract or shown on drawings, and Seller shall not be liable for any failure, or damage resulting from such failure, of premises, due to such structural deficiency.**
- 8. This proposal, when accepted by the Buyer, and approved by an authorized representative of the Seller, shall constitute exclusively the contract between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded.**
- 9. All changes, alterations or omissions to be made in the work as specified shall be performed in accordance with a written agreement between Buyer and Seller, which shall define the amount of any increase or credit in price adjustment. Neither party to this contract shall assign this contract or monies due hereunder without the prior written consent of the other.**
- 10. Unless otherwise agreed, this contract shall be performed during the regular work days consisting of 8 hours per day, 5 days per week. Should the Buyer request overtime, then this contract shall be increased to compensate for such work at the standard overtime charges, including insurance, taxes, overhead and profit, and the loss of efficiency factor.**
- 11. If the scope of work contemplated herein is changed by 10 percent or more, compensation provided herein shall be adjusted.**



MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

NEW POLICY QUOTE

Policy # 5000509_Q-3

Agent Sherri Rusch-
Regenwether

Named Insured and Principal Address:

Contact:

Fox West Regional Sewage Commission
1965 W Butte Des Morts Beach Road
Appleton, WI 54956

Brandon Kaufman
920-539-7649

Policy Period: 12:01 am 01/01/2021 to 01/01/2022

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	25,000	59,480,979	0.056	34,501
Contractors Equipment - New Replacement Cost	1,000	99,662	0.21	209
Contractors Equipment valued under \$25,000	1,000	16,132	N/A	0
Business Income Schedule Attached	5,000	500,000	0.0346	173
Equipment Breakdown With Sewer, Water for Municipality or Other Entity	5,000	59,480,979	0.009	5,353
Total Annual Premium				\$40,236

FOX WEST REGIONAL SEWERAGE COMMISSION



Brandon Kaufman
GENERAL MANAGER

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

David A. Schowalter
PRESIDENT

Dale A. Youngquist
VICE PRESIDENT
TREASURER

Jeffrey T. Nooyen
SECRETARY

Gregory J. Ziegler
DEPUTY SECRETARY

Travis J. Thyssen
DEPUTY TREASURER

Dean M. Culbertson
COMMISSIONER

Michael J. Van Dyke
COMMISSIONER

Monthly Operational Summary

December, 2020

PLANT OPERATIONS

1. **PLANT PERFORMANCE** – The facility met all DNR permit limits in December.
2. **THERMAL PROCESS SYSTEMS**- TPS provided their sixth monthly report as part of the one year service agreement. I believe the issues we are currently experiencing with the vacuum gauges are weather related. The vacuum gauges are not insulated and we have noticed that they appear to give false readings when the external temperatures fall below freezing. I will be exploring options to insulate gauges.
3. **COVID SURVEY**- The EPA has distributed a survey to wastewater treatment facilities around the United States requesting information on the impact that Covid 19 has had on the wastewater treatment industry. Fox West has not experienced any issues with delays in obtaining chemicals or supplies. I submitted the survey to EPA on 11/23/20.
4. **PFAS SAMPLING**- The DNR is requiring Fox West and other facilities to sample their final effluent for PFAS (Per- and polyfluoroalkyl substances). Our DNR basin engineer will be onsite on 1/4/20 to collect the sample which will be analyzed at the Wisconsin State Laboratory of Hygiene.
5. **SURCHARGE BILLING**- I had a conference call with Grand Chute personnel on 12/16/20 to discuss the transition of the surcharge billing to each of the communities

PRETREATMENT

1. **SAMPLING SCHEDULE:-** I have contacted Badger Laboratories to set up the 2021 pretreatment sampling schedule for the permitted industrial users. The schedule will look very similar to the 2020 schedule with a few minor changes.
2. **MERCURY REDUCTION PLAN**- The annual mercury reduction plan was submitted to the DNR on 12/17/20.

EQUIP OPERATIONS

1. **HEATING PROJECT**- The unit heaters have been installed and the boiler is scheduled to be started on 1/4/20. Wiring for the bypass valves on each of the unit heaters still needs to be completed. I have requested that a change order be issued to replace four additional unit heaters which were not part of the original project.

2. **IFAS BLOWERS-** A technician from Atlas Copco was onsite on 11/30/20 to troubleshoot the blower overload alarms. He believes that some programming changes could potentially solve the issue. I am waiting on a quote from them to perform this work.
3. **BLEND TANK MIXER-** We are still waiting for the new blend tank mixer to arrive. I am expecting to have it by the beginning of February.
4. **LIGHT POLE-** Heavy winds on 11/1/20 knocked down the light pole located on the primary clarifier walkway. Bodart Electric and Faith Technologies have both been onsite to inspect the damage and provide estimates for replacement. I am waiting for estimates from both contractors.
5. **OIL CHANGES-** We have continued to work on oil changes for the rotary lobe sludge pumps. The oil was changed on the ATAD feed pumps, and I have placed an order for oil which is needed for the GBT feed pumps and belt filter press pumps.
6. **BELT FILTER PRESS-** The HMI screen for press #1 is not functioning properly. This is the computer screen that is used to make operational changes to the sludge press. The screen is outdated and Faith Technologies has recommended that we replace the screens for both presses. I have obtained quotes from Faith Technologies (\$17,816.00) and Crane Engineering (\$11,965.00). I will be contacting Crane Engineering to schedule this work.
7. **BELT FILTER PRESS FEED PUMP-** Pump #2 is not operable due to a seal failure. This is the spare pump that pumps sludge up to the belt presses. Crane Engineering recommended replacing (\$14,937.00) the pump rather than trying to rebuild it.
8. **DUMP TRUCK-** The dump truck used to haul sludge has a broken tailgate latch. The underside of the dump box is deteriorating and the plate holding the latch mechanism broke free. Fox West employees were able to weld a temporary attachment on in order to get the latch to function properly.
9. **REUSE WATER PUMPS-** The seals are leaking on reuse pumps #1 and #2. Fox West staff have removed pump #2 from service and we have ordered new seals which we will install upon their arrival.

APPENDIX A
WAGE SCHEDULE

(Effective January, 2020)

Employee Hourly Pay Range						
	MIN.	STEP 1	STEP 2	STEP 3	STEP 4	MAX.
Admin. Assistant	\$17.65	\$18.18	\$18.68	\$19.17	\$19.69	\$20.18
Operator-In-Tr'ng, Admin. II	\$19.12	\$19.67	\$20.21	\$20.75	\$21.30	\$21.83
Operator / Basic	\$21.04	\$21.65	\$22.24	\$22.85	\$23.44	\$24.03
Operator I/Lab Tech	\$22.98	\$23.64	\$24.29	\$24.94	\$25.61	\$26.25
Operator /Advanced	\$24.91	\$25.63	\$26.35	\$27.05	\$27.77	\$28.47
Lab Director	\$26.84	\$27.62	\$28.38	\$29.16	\$29.92	\$30.69
*Pre-2013 Employees (Operator I/Advanced) \$27.88 / '13-'18						

*The Pay Rate of Pre-2013 Employees exceeded the Maximum Pay Range for Operator I / Advanced Lab Tech from 2013-2018. Their Hourly Wage was Red-Lined until adjustments to the Pay Range exceeded their Current Rate. Wage Compensation ('13 – '18) was based upon Performance or Cost-of-Living Lump Sum Payments, not Hourly Base-Wage Increases.

*The Commission evaluates Wage Compensation Adjustments Based upon the Bureau of Labor Statistic's Annual Consumer Price Index (CPI), US City Average for Small Urban Areas – Midwest Region, '82 – '84 Base.

('13 CPI = 1.5%)
('14 CPI = 1.5%)
('15 CPI = 0.1%)
('16 CPI = 1.3%)
('17 CPI = 2.1%)
('18 CPI = 2.4%)
('19 CPI = 1.8%)



Headquarters
707 Ford Street, Kimberly, WI 54136
t. 920-733-4425 f. 920-733-0211

Minnesota Office
12265 Nicollet Ave., Burnsville, MN 55337
t. 952-444-1949

QUOTE

Number CESQ32763
Date Dec 2, 2020
Expires Jan 1, 2021

Sold To

Fox West Regional SC
Brandon Kaufman
1965 W. Butte Des Morts Beach
Neenah, WI 54956

bkaufman@mco-us.com
Phone 920-739-7921
Fax 920-739-7921

Ship To

Fox West Regional SC
Brandon Kaufman
1965 W. Butte Des Morts Beach
Neenah, WI 54956

bkaufman@mco-us.com
Phone 920-739-7921
Fax 920-739-7921

Sales Rep

Field Service Lead
Craig Koch 920-716-3446
c.koch@craneengineering.net

Inside Sales - Service
Josh Van Ryzin 920-257-0160
j.vanryzin@craneengineering.net

Here is the quote you requested.

Terms		RFQ	Ship Via	FOB	Crane Order#	
n15			Best Way	Warehouse		
Line	Qty	Product	Lead Time	Unit Price	Ext. Price	
1	1	New Vogelsang Rotary Lobe Pump Model: VX186-130Q	5-WEEKS ARO	\$14,937.00	\$14,937.00	

Total **\$14,937.00**

Please contact me if I can be of further assistance.

Price does not include tax and shipping charges unless stated above.

CRANE'S ONLINE STORE IS NOW OPEN!

Approve purchases for your team
Assign your own part numbers
24/7 Access to pricing

Visit
shop.craneengineering.net

1. **Governing Provisions.** These Terms and Conditions of Sale (the "Agreement") constitute an offer by Crane Engineering Sales, Inc. ("Seller") to provide the Products as set forth on the Contract of Sale attached to this Agreement (the "Products") to Buyer, subject to the terms and conditions set forth below. Buyer may not modify, renounce or waive any term or condition hereof or any of Seller's rights hereunder unless Seller consents in writing. Seller agrees to provide the Products to Buyer only on the terms of this Agreement (except as supplemented and/or modified by the parties Contract of Sale), notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation previously or hereafter received by Seller purporting to modify or replace the terms of this Agreement with any different or additional terms or reciting that provision or delivery of the Products or any other action or inaction by Seller constitutes agreement or consent by Seller to such modification or replacement. SELLER'S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND, NOTWITHSTANDING BUYER'S SUBMISSION OF A PURCHASE ORDER, THE TERMS AND CONDITIONS OF SALE OF THIS AGREEMENT (AND THE DISTRIBUTOR AGREEMENT) SHALL CONTROL.
2. **Purchase Orders and Payment.** All orders must be accompanied by a signed purchase order and must be approved for credit. For orders under \$50,000 the terms are net 15 days from the date of invoice, unless agreed to otherwise in writing by both parties prior to order entry. Seller may require full or partial payment or a payment guarantee in advance of shipment whenever, in its opinion, the financial condition of the Buyer so warrants. For orders exceeding \$50,000 in sell price, terms of payment will be 40% down with order, 20% payable upon approved drawings, 20% payable upon inspection and approval of assembly prior to shipment (witness test available as an optional charge), 10% payable upon shipment, and 10% payable upon commissioning of equipment not to exceed 90 days from shipment. Note: Equipment will be shipped after receipt of 80% of the value of the order. From time to time Buyer (or its Customers) will be asked to fill out a credit application, which is subject to Seller's Credit Department's approval. Seller reserves the right to change the terms and required method of payment at any time, and to charge Buyer a 1.25% finance charge per month on any past due amounts, or the highest rate applicable by law. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums owed by Buyer to Seller, including without limitation, interest and attorney's fees. Each purchase order that Buyer delivers to Seller for the purchase of Products ("Order") shall set forth the following terms as agreed upon by Seller and Buyer for such Order: the quantity, description and prices of the Products being ordered; the address for delivery of the Products; requested delivery dates; shipping instructions; and the address to which Seller's invoice shall be sent. Any other terms contained in any Order shall be objected to by Seller without need for further notice of objection, shall not be binding upon Seller and shall have no force or effect. Buyer's mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the Order or change order so states. All Orders shall be subject to Seller's acceptance. Seller shall promptly provide notice to Buyer of acceptance or rejection of Buyer's Orders.
3. **Acceptance.** Buyer shall be deemed to have accepted this Agreement on the earliest to occur of the following: (a) Seller's receipt of Buyer's Order, if Seller has previously supplied Buyer with a copy of the terms and conditions of sales set forth in this Agreement, (b) Buyer's payment of any amounts due under this Agreement; (c) Buyer's or its representative's or customer's receipt of the Products; or (d) any other event constituting acceptance under applicable law.
4. **Cancellation or Modification.** Buyer may not cancel or modify any Order except upon terms accepted by Seller in a writing signed by Seller's authorized officer. In the event of such cancellation or modification, Buyer shall compensate Seller for all resulting costs and damages, including, but not limited to, out-of-pocket expenses, lost profit, allocable overhead and all other incidental and consequential damages.
5. **Returns.** No Products may be returned to Seller for refund or credit without Seller's prior written approval and, if permitted, shall be subject to an inspection/restocking charge and/or depreciation fee when applicable, plus the costs of freight, packaging and insurance costs.
6. **Prices.** Buyer shall purchase from Seller the Products at the prices determined by Seller from time to time. Seller may at any time and in its sole discretion change the prices of Products, without notice, and the price at time of shipment applies except when specifically covered by a firm price quotation. Unless otherwise agreed in writing, all prices shall be F.O.B. Shipping Point.
7. **Taxes and Other Costs.** All charges for freight, insurance, any sales, use, excise and other federal, state and local taxes, broker fees, or required by any governmental agency incident to the sale shall be paid by Buyer in addition to the price for the Products unless otherwise agreed upon. Such charges will be added at rates in effect at time of delivery except when forbidden by law to be collected by Seller from Buyer, unless Buyer furnishes Seller an exemption certificate acceptable to taxing authorities.
8. **Delivery.** Delivery dates are approximate. Seller shall not be liable for any loss or damage due to delays in delivery or manufacture, resulting from causes beyond Seller's reasonable control, including, without limitation, an event of Force Majeure (as defined below). Partial deliveries shall be permitted. Title to Products and all risk of loss of or damage to Products shall pass to Buyer when Seller delivers the Products to the F.O.B. shipping point. Seller is not responsible for loss or damage in transit. If shipment is deferred at Buyer's (or its Customer's) request beyond the shipping date specified in the original Order, Seller reserves the right to immediately bill Buyer (or its Customer, as the case may be) for such unshipped portion, and for expenses incurred for storage, it being understood that unshipped material become Buyer's (or its Customer's, as the case may be) property and Seller's liability is that of warehouseman only.
9. **Warranties and Remedy.** Seller warrants that all new Products manufactured by Seller will be free from material defects in workmanship and material for a period of 12 months from date of delivery under normal use and service. The warranty for all components in Seller's Products and all parts and Products not manufactured by Seller is limited to the warranty specified by original manufacturer of such component, part or Product. Buyer must make claims to Seller in writing for shortages in the Products within 10 days following the date of delivery of the Products and for defects in the Products within the Warranty Time Period specified herein and, in either case, within ten days after discovery of such shortage or defect. Buyer's failure to inspect the Products and/or make a claim pursuant to this section for shortages within 10 days following the date of delivery of the Products and for defects within the specified Warranty Time Period and, in either case, within ten days after discovering such shortage or defect shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgment that the Products fully comply with the terms, conditions and specifications of this Agreement.

Seller's obligation under this warranty is limited to repairing or replacing, at Seller's option, any part which upon Seller's examination proves defective. Alternatively, at Seller's option, Seller may grant Buyer a credit toward future purchases in the amount of the net price paid for any Products proved to be defective. All credits are subject to inspection and approval by Seller's authorized representatives. Such warranty satisfaction shall be available only: (a) with respect to shortages, in the 10 days following the date of delivery of the Products; and (b) with respect to defects, within the specified Warranty Time Period; provided, however, Seller is notified in writing within ten days after discovery of alleged shortage or defect and the defect has not been caused by Buyer's or its representative's or customer's misuse, neglect or alteration or by physical environment.

This warranty excludes Products and any parts, failures and damage:

- (i) to which repair or replacement becomes necessary due to normal wear and tear;
- (ii) which are exhaustible items, including but not limited to such items as filter bags and seals;
- (iii) on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without Seller's consent;
- (iv) which are not promptly reported to Seller within the warranty period above;
- (v) which are modified without Seller's written approval;
- (vi) which are due to negligence other than that of Seller;
- (vii) which are due to accident, misuse, abuse, overloading, jamming, improper installation (other than installations made by Seller), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter or other environmental factors; or
- (viii) which have been damaged otherwise without the fault of Seller.

Seller's obligation or liability under this warranty does not include any transportation or other charges or liability for direct, indirect, special or consequential damages or delay resulting from the improper use or application of the product or the substitution upon it of parts or accessories not approved by Seller or repair by anyone other than a Seller authorized representative. Buyer shall be responsible for all parts and service technician charges relating to work not covered by warranty. Buyer shall pay Seller for such parts and service work not under warranty within 15 days of the date of Seller's invoice. A past due charge of 1.25% per month shall apply to amounts past due.

10. LIMITATION OF LIABILITY. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO SELLER FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY SELLER. SELLER EXTENDS NO WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST DEFECTS, IN PRODUCTS MANUFACTURED BY PARTIES OTHER THAN SELLER.

SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF BUYER, ITS CUSTOMERS OR USERS OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS.

11. DISCLAIMER OF IMPLIED WARRANTIES. SELLER AND BUYER AGREE THAT THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty.

12. ASSIGNMENT. BUYER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY THIRD PARTY. SUBJECT TO THE FOREGOING, THIS AGREEMENT SHALL BIND AND INURE TO THE BENEFIT OF SELLER AND BUYER AND THEIR RESPECTIVE PERMITTED SUCCESSORS AND ASSIGNS.

13. Force Majeure. Seller shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by circumstances beyond the reasonable control of Seller, including, but not limited to war (whether declared or not), revolution, national strikes, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil unrest, riots, and breakage or loss during transportation or storage as well as subcontractors' material and part shortages and delivery delays.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Upon termination of this Agreement for any reason, Seller shall have all of the rights and remedies provided by law, including without limitation the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

15. Miscellaneous. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.

2021 EVENT CALENDAR

H HOLIDAY

P PAY DAY

M COMMISSION MEETING

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28							

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

no health - 6/29

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

no health - 11/30

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		