



PO Box 159
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AGENDA

FREDONIA VILLAGE BOARD MEETING THURSDAY, SEPTEMBER 15, 2022 – 7:00 PM

Fredonia Government Center - Board Room
242 Fredonia Avenue, Fredonia, Wisconsin

THE FOLLOWING BUSINESS WILL BE BEFORE THE VILLAGE BOARD FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION AND POSSIBLE FORMAL ACTION

1. Call to order
2. Pledge of Allegiance / Roll Call
3. Consent agenda:
 - a. Approve minutes of September 1, 2022 Village Board meeting.
 - b. Approve General Fund, Water and Sewer Invoices.
 - c. Temporary Class "B: License: Divine Savior Catholic School / October 22, 2022 / Trivia Event
4. Open session for citizen questions and comments.
Please note public comments are limited to five minutes per person.
5. Report on operations of Village by:
 - a. Village President
 - b. Report of Village Marshal
 - c. Report of Fire Chief
 - d. Director of Public Works/Wastewater Treatment Plant
 1. Acceptance of Resignation from Roger Strohm-Director of Public Works
 - e. Clerk/Treasurer
 - f. Ozaukee County District 2 Supervisor
 - g. Report of Public Safety Committee Meeting – B Paape
 - h. Report of Personnel Committee Meeting – B McLarty
6. Items for Discussion and/or Action:
 - a. Discussion on receiving group home notifications from the state.
 - b. Motion to approve the Subrecipient Agreement between Ozaukee County and the Village of Fredonia.
 - c. Motion to appoint Don Dohrwardt and Josh Haas with Rick Abegglen being an alternate as members of the Joint EMS Working Group.

- d. Motion to approve We Energies to install natural gas at Tower Drive and Innovation Drive for a cost to not exceed \$8,312.42.
 - e. Motion to purchase/install a Process Analyzer for Orthophosphate Measurement with Sample Prep Station from Energenecs for a cost of \$28,635.61.
 - f. Motion to purchase Maintenance Kits for E&H Analyzer from Energenecs for a cost of \$5,614.90.
 - g. Motion to approve Resolution for Inclusion Under the Wisconsin Public Employers' Group Health Insurance Program.
7. Correspondence
- a. Mid Moraine Dinner – September 28
8. Items for future consideration by Village Board.
9. Adjournment

UPCOMING MEETINGS:

Public Works – September 19
Architectural Control Board – September 21
Village Board – October 6, 2022

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 clerk at (262) 692-9125.

VIEW/ATTEND MEETING VIA ZOOM

The Village of Fredonia will be utilizing ZOOM as a part of the Village Board meetings. All meetings will adhere to Wisconsin Open Meetings Laws and follow guidance provided by the WI Department of Justice. **The public is able to attend public meetings in person.** ZOOM is intended to provide an additional option for the public to join the meeting via computer, iPad, tablet, or telephone.

We ask that you have your microphone muted. The Village reserves the right to mute disruptive attendees.

The Village President will recognize anyone wishing to talk at the appropriate time and ask you to make your comments.

To have the link sent to you, please contact the Village Clerk at:
mdepies@village.fredonia.wi.us

<https://us02web.zoom.us/j/85439490336?pwd=YjVuVldyMGpRenV2cHhrZmYyUDAwQT09>

**VILLAGE OF FREDONIA
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 1, 2022**

President Dohrwardt called the Village Board meeting to order at 7:00 p.m. the Pledge of Allegiance followed.

Board members present: Don Dohrwardt, Dan Gehrke, Bill McLarty, John Long, Rick Abegglen, Josh Haas, and Bruce Paape.

Staff/Officials present: Village Clerk Melissa Depies, Director of Public Works Roger Strohm, and Village Marshal Mike Davel.

Others present: Attorney Johnathan Woodward, Residents Kristin Olson, Richard Olson, Valeri Olson, Kathy Wenzel, Kevin and Lori Ruff, Anne Redmond, Judy Ruppel, Laura Vittorio, Alyssa Brockman, Courtney Evenson, Jill Bertram, Mary Schommer, Eric Masengarb, Kellee Sheik, Jennifer Clark, Charlene Landing, Sandi Tretow.

Consent Agenda

President Dohrwardt noted that there was one additional bill for approval.

Trustee Long stated that on page 3 paragraph 1 of the minutes the word not could be included: "...where outside storage is not allowed."

Motion by Trustee Haas, seconded by Trustee McLarty, to approve the August 18, 2022 Village Board meeting minutes as corrected, and the General Fund, Water and Sewer bills as presented including the additional list provided. Motion carried unanimously.

Due to those in attendance item 6H was moved to the top of the agenda for discussion.

Discussion and possible action regarding 114 North Wilson and 233 North Wilson Street zoning and property usage / Open Session for Citizen Questions and Comments

Attorney Johnathon Woodward stated that the home located at 233 North Wilson Street is a state licensed Adult Family Home (AFH). An AFH is defined as a place where 3 or 4 adults who are not related to the operator reside and receive care, treatment or services that are above the level of room and board and that may include up to 7 hours per week of nursing care per resident. This type of facility is treated like any other residential home; they are regulated by the state, and can be located in any residential area

There is no active license for the property owner of 114 North Wilson Street.

Director Strohm stated that he was at this home during the week due to a water issue. He noted that there is definitely someone living in this home that required assistance.

Trustee Haas questioned if the property owners should have come to the Village for approvals prior to moving in. Mr. Woodward responded that there is nothing in the law

that requires them to come before the Village for approval. These homes are like any other residential homes, they are not considered a business, and must be treated the same as any other residential home.

Mr. Woodward stated that typically residents at these facilities have less needs and are not required to have 24 hour care.

There was a lot of discussion as to why this was not considered a business when people are paying for care and paying to stay there. Residents were concerned about the type of people moving into these homes and questioned if background checks were done on the residents as well as the caregivers living in these homes. Safety of the children seemed to be the primary concern.

Trustee Long questioned if a sex offender could potentially move into one of these homes. Marshal Davel responded that sex offenders are required to register their address with the state. They would not be placed there due to the proximity of the church and school.

Mr. Woodward stated that background checks can be done on the caregivers/workers however they are typically not done on the residents. Again these homes/people are treated like any other resident. He noted DHS Administrative Code 88 is what regulates Assisted Living Facilities and the requirements are pretty low. The funding for these types of homes generally comes from the County and/or State. The people living there typically do not pay themselves.

Marshal Davel stated that there are about a half dozen of these homes in Port Washington. In his 29 years on the Police force he has been called to one of these homes maybe one time. These are just regular people who just need a place to live.

In the late 1990's the 1977 language that restricted a facility to be a minimum of 2,500 feet away from another facility was challenged. The distance requirement can no longer be enforced due to the Americans with Disabilities Act.

President Dohrwardt questioned who should be contacted if something just does not seem right with activities in these homes. Mr. Woodward stated that Village hands are pretty much tied, any issues should be reported to the state.

Mr. Woodward stated that there is no license for 114 North Wilson. The property is owned by an LLC that is known to purchase distressed properties and lease them out.

Residents reported that there is definitely activity at 114 North Wilson. They reported that there seems to be a shift change every 8 hours and there is a key code entrance.

Trustee Haas stated that the Village cannot do anything right now. The Village will continue to try to find out more information on these facilities.

Mr. Woodward suggested sending letters to State Legislators, the Wisconsin Department of Health Services, and the property owners. Letters can come from the Village as well as any concerned residents.

Report on Operations of Village by Village President

President Dohrwardt had nothing to report.

Report on Operations of Village by Village Marshal

Board members reviewed the report.

Motion to approve purchasing two (2) portable, battery operated, speed monitoring signs:

Marshal Davel requested to purchase two portable, battery-operated signs, with some additional batteries and brackets. He suggested two locations on South Milwaukee; one near Pine Street catching southbound traffic and one near the Fire Department catching northbound traffic. He also recommended a sign to be placed on Fredonia Ave; one near the old Village Hall catching eastbound traffic and one at Regal Drive catching westbound.

The signs and supplies will cost \$6,800. There are sufficient funds in the Police budget to cover this purchase.

Trustee McLarty questioned how long the batteries last and the cost to replace them. Marshal Davel stated that the batteries last approximately 2 to 3 weeks before needing to be recharged and should last several years. They are approximately \$245 to replace.

Motion by Trustee Haas, seconded by Trustee Paape, to approve purchasing two (2) portable, battery operated, speed monitoring signs. Motion carried unanimously.

Marshal Davel reported that a notice for removal has been sent to the property owner regarding the two junked cars. They will have 20 days to remove, after that they will be towed and the owner will receive a citation for \$250 for each vehicle.

Report on Operations of Village by Fire Chief

Fire Chief Weyker was not present. President Dohrwardt stated that at the joint meeting it was agreed that there would be a joint meeting every third Wednesday of the month with two members and one alternate from each municipality.

Report on Operations of Village by Director of Public Works/Wastewater Treatment Plant Operator

Board members reviewed the report highlighting projects and other activities of the Public Works crew as prepared by Director of Public Works Strohm.

Director Strohm stated that North Wilson Street is substantially complete. There is a list of punch list items that remain to be completed and the mailboxes need to be put back.

Report on Operations of Village by Clerk/Treasurer

Board members reviewed the activities report as prepared by Village Clerk/Treasurer Depies.

Clerk Depies stated that she had a meeting today with S&P Global regarding the bond rating, she passed out a "Confidential" letter from S&P Global for board members to review.

Clerk Depies also noted that she received notice from Anthem indicating that our existing insurance plan is no longer available and that the plan most similar to ours will see a 15% increase in premiums.

Report by Ozaukee County District 2 Supervisor

Trustee Haas stated that the County is currently working on the Waubeka Mill/Button Factory. He also stated that Cedar Lake Bluff was purchased. He is against this project as it is funded by tax payer dollars and many more people benefit from the project than just tax payers.

Report of Public Works – D Dohrwardt

President Dohrwardt stated that the committee agreed that there was no water or sewer rate increase needed. One project they would like to bring forward for possible ARPA funding is the culvert replacement project on Milwaukee Street. They also recommended ordering a truck chassis with the truck body to be determined. With the shortage of vehicles they believed it would be best to at least get the chassis ordered now.

Trustee Long noted that at the meeting the committee viewed 3 vehicles all of which need to be replaced.

Items for Discussion and/or Action

Motion to approve temporary placement of shipping containers at 603.05 Fredonia Avenue for a period not longer than 24 months

Trustee Long stated that this was recommended out of Architectural Board. The property is zoned B2 which does not allow outdoor storage. The property owners would like to place a 40 foot storage container at the back of the lot tucked into the trees. The container would be used to store material and equipment while they do building renovations.

Motion by Trustee Haas, to deny temporary placement of shipping containers at 603.05 Fredonia Avenue for a period not longer than 24 months.

Motion by Trustee Haas, to uphold Village Ordinances that do not allow outdoor storage.

Motion by Trustee Gehrke, seconded by Trustee Long, to approve temporary placement of shipping containers at 603.05 Fredonia Avenue for a period not

longer than 24 months. Motion failed 1-6. Gehrke-aye / McLarty, Long, Dohrwardt, Abegglen, Haas, and Paape-nay.

Motion to approve a contract for Maintenance of Assessment Records with Assessment Technologies of Wisconsin LLC for years 2023 through 2025 for an amount not to exceed \$7,600 annually

Motion by Trustee Haas, seconded by Trustee McLarty, to approve a contract for Maintenance of Assessment Records with Assessment Technologies of Wisconsin LLC for years 2023 through 2025 for an amount not to exceed \$7,600 annually. Motion carried unanimously.

Motion to approve Engagement Letter for audit services with Bakertilly for years ending 2022, 2023, and 2024

Motion by Trustee McLarty, seconded by Trustee Haas, to approve Engagement Letter for audit services with Bakertilly for years ending 2022, 2023, and 2024. Motion carried unanimously.

Motion to approve Resolution for Inclusion Under the Wisconsin Retirement System

Trustee Gehrke stated that this resolution allows a one-time offer to current eligible employees to elect to waive WRS participation. All future employees must be enrolled in WRS. The Village will not be paying the cost of providing prior service.

Motion by Trustee Haas, seconded by Trustee Paape, to approve the Resolution for Inclusion Under the Wisconsin Retirement System. Motion carried unanimously.

Motion to approve Designation of Agent with Wisconsin Department of Employee Trust Funds

Trustee Gehrke stated that he believes the most appropriate person to designate as the agent/point of contact should be the Village Clerk, Melissa Depies.

Motion by Trustee Abegglen, seconded by Trustee Haas, to approve Designation of Agent, Melissa Depies, with Wisconsin Department of Employee Trust Funds. Motion carried unanimously.

Motion to approve an Online Access Security Agreement with Wisconsin Department of Employee Trust Funds

Motion by Trustee McLarty, seconded by Trustee Haas, to approve an Online Access Security Agreement with Wisconsin Department of Employee Trust Funds. Motion carried unanimously.

Motion to approve Automated Clearing House (ACH) Direct Withdrawal Authorization with Wisconsin Department of Employee Trust Funds

Motion by Trustee Haas, seconded by Trustee Abegglen, to approve Automated Clearing House (ACH) Direct Withdrawal Authorization with Wisconsin Department of Employee Trust Funds. Motion carried unanimously.

Discussion and possible action regarding 114 North Wilson and 233 North Wilson Street zoning and property usage

Motion by Trustee Haas, seconded by Trustee Long, to authorize Johnathon Woodward to write letters on behalf of the Village to State Legislators and DHS regarding 114 North Wilson and 233 North Wilson Street property usage.

Correspondence

None

Convene to closed session pursuant to Wisconsin Statutes 19.85(1)(e) for real estate and competitive bargaining matters

Motion by Trustee Abegglen, seconded by Trustee Haas, to convene to closed session pursuant to Wisconsin Statutes 19.85(1)(e) for real estate and competitive bargaining matters at 8:38 PM. Motion carried unanimously.

A closed session discussion ensued for approximately 1 hour.

Adjourn closed session and reconvene into open session

Motion by Trustee Haas, seconded by Trustee Abegglen, to adjourn closed session and reconvene into open session at 9:32 PM. Motion carried unanimously.

Action as recommended pursuant to closed session

Motion by Trustee Haas, seconded by Trustee McLarty, to issue counter offers on offers to purchase for Lot "A" and Lot "I" in the industrial park. Lot A: counter to correct language on line 273 and include language that states construction must begin within 1 year of closing and be completed within 1 year of ground breaking. Lot I: include language that states construction must begin within 1 year of closing and be completed within 1 year of ground breaking. Motion carried unanimously.

Items for Future Consideration by the Village Board

None

Adjournment

Motion by Trustee Haas, seconded by Trustee Abegglen, to adjourn the meeting at 9:34 p.m. Motion carried unanimously.

Respectfully Submitted:

Melissa Depies
Village Clerk

9/13/2022

3:18 PM

Check Register - Quick Report - ALL

Page: 1

ALL Checks

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
17757	9/13/2022	AgSource Cooperative Services LAB SERVICES	137.82
17758	9/13/2022	ANTHEM BLUE CROSS AND BLUE SHIELD 09 01 - 10 01 2022	17,461.90
17759	9/13/2022	ARNOLD'S ENVIRONMENTAL SERVICES, INC. OAK PARK	145.00
17760	9/13/2022	Assessment Technologies of Wisconsin LLC ASSESSMENT SERVICES	1,650.00
17761	9/13/2022	AURORA MEDICAL CENTER GRAFTON LLC PHARMACY ITEMS	46.40
17762	9/13/2022	BADGER METER, INC. BEACON NETWORK/HOSTING SERVICE	859.56
17763	9/13/2022	BAKER TILLY VIRCHOW KRAUSE, LLP 2021 FINAL AUDIT	3,650.00
17764	9/13/2022	BEAR GRAPHICS, INC UTILITY BILL POSTCARDS	666.70
17765	9/13/2022	BOEHLKE BOTTLED GAS CORP. CYLINDER EXCHANGE	441.62
17766	9/13/2022	CASEY'S BUSINESS MASTERCARD UNLEADED GASOLINE	182.14
17767	9/13/2022	CHARTER COMMUNICATIONS PHONE/INTERNET/CABLE	519.58
17768	9/13/2022	COMPARIN, CALVIN L. CLEANING SERVICES	240.00
17769	9/13/2022	DETECH, INC. ANNUAL ALARM MONITORING FEE	180.00
17770	9/13/2022	EMERGENCY MEDICAL PRODUCTS, INC. MEDICAL SUPPLIES	112.90
17771	9/13/2022	FRONTIER INTERNET	599.52
17772	9/13/2022	GENERAL COMMUNICATIONS, INC. MOTOROLA BATTERY	153.10
17773	9/13/2022	Harter's Lakeside Disposal TRASH COLLECTION	9,309.91
17774	9/13/2022	HOUSEMAN AND FEIND, LLP TRAFFIC PROSECUTION	256.00
17775	9/13/2022	HYDROCORP CROSS CONNECTION CONTROL	1,187.00

9/13/2022

3:18 PM

Check Register - Quick Report - ALL

Page: 2

ALL Checks

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
17776	9/13/2022	KROEGER, MIKE COUNTERTOP ICE MAKER	94.94
17777	9/13/2022	NEUENS FREDONIA LUMBER COMPANY, INC. MISC SALES	36.38
17778	9/13/2022	OZAUKEE COUNTY HWY. DEPT. DIESEL FUEL	755.62
17779	9/13/2022	OZAUKEE COUNTY TREASURER PROPERTY TAXES NOT RECORDED AT CTY	907.82
17780	9/13/2022	PARKSIDE AUTO CENTER, INC. AIR SUSPENSION HEIGHT SENSOR	406.31
17781	9/13/2022	PORT WASHINGTON, CITY OF BACTERIOLOGICAL ANALYSIS	60.00
17782	9/13/2022	PRO HYDRO-TESTING LLC HYDRO TESTING SCBA CYLINDERS	1,850.47
17783	9/13/2022	RENNERT'S FIRE EQUIPMENT SERVICE, INC. CALIBRATED SYSTEM UNIT 650	224.00
17784	9/13/2022	STRYKER SALES CORPORATION POWER PRO AMBO COT	692.00
17785	9/13/2022	WALDSCHMIDT'S TOWN & COUNTRY MART PARTS	18.02
17786	9/13/2022	WE ENERGIES 0700339178-00002	10,535.92
17787	9/13/2022	WISCONSIN DOCUMENT IMAGING COPIES	70.96
Grand Total			53,451.59

9/13/2022

3:18 PM

Check Register - Quick Report - ALL

Page: 3

ALL Checks

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	40,587.09
Total Expenditure from Fund # 350 - FIRE DEPARTMENT	4,760.38
Total Expenditure from Fund # 600 - WATER UTILITY	4,157.87
Total Expenditure from Fund # 660 - SEWER UTILITY	3,946.25
Total Expenditure from all Funds	53,451.59

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: Sept. 1, 2022

☐ Town of ☒ Village of ☐ City of Fredonia County of Ozaukee

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning Oct. 22 and ending Oct. 22 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (Check appropriate box) ☐ Bona fide Club ☒ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association

(a) Name Divine Savior Catholic School

(b) Address 305 Fredonia Ave. Fredonia, WI 53021
 Street ☐ Town ☐ Village ☐ City

(c) Date organized _____

(d) If corporation, give date of incorporation July 2012

(e) Names and addresses of all officers:

President Principal Lynn Sauer

Vice President _____

Secretary _____

Treasurer _____

(f) Name and address of manager or person in charge of affair: _____

Lynn Sauer

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 305 Fredonia Ave, Fredonia WI 53021

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. NAME OF EVENT

(a) List name of the event Divine Savior Trivia Event

(b) Dates of event October 22, 2022

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Divine Savior Catholic School
 (Name of Organization)

Officer Lynn Sauer
 (Signature/date)

Officer _____
 (Signature/date)

Officer _____
 (Signature/date)

Officer _____
 (Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

FREDONIA VILLAGE MARSHAL
REPORT TO VILLAGE BOARD
August 31, 2022

SIGNIFICANT EVENTS: weapons qualification the week of Sept 5.

UPCOMING EVENTS:

AS OF: AUGUST 31, 2022

HOURS:	2002.25	2021 TOTAL:	3032.5
AVERAGE PER WEEK:	62.5	2021 AVERAGE:	63
COMPLAINTS 2022:	540	COMPLAINTS 2021:	828
ARRESTS 2022:	91	ARRESTS 2020:	108

EQUIPMENT ISSUES: None

MISCELLANEOUS:

Final 2015 revenue:	\$1,777.71
Final 2016 revenue:	\$5559.55
Final 2017 revenue:	\$3762.85
Final 2018 revenue:	\$1190.04
Final 2019 revenue:	\$4900.00
Final 2020 revenue:	\$1094.00
Final 2021 revenue:	\$6500.00
2022 revenue:	\$640.00
The 7 average is:	\$3540.59

09/15/2022
Report from Director of Public Works

Village Operations

- Locates for Diggers Hotline
- Branch chip
- Pick up park garbage
- Water rounds
- GIS updates
- WDNR monthly discharge monitoring report
- WDNR monthly water maintenance and operations report
- Clean buildings
- Vehicle Maintenance
- Cut grass
- Weed gardens
- Clean storm drain inlets
- Cut branches
- Cut trees
- Repair catch basins
- Flags

Projects and Other Activities:

Work on business park expansion: Lots of discussion on offers and counter offers. Met with Laura Logan and her engineer to discuss road alignment and pond and timing.

Hillcrest homes – I received a developer's agreement and am reviewing it.

Wilson St – Mailbox work is complete. One residence has a concern with a bent water service from the sewer bursting subcontractor. We are working out the proper repair. Still waiting on repair of cracked approaches. Subcontractor wants to see if any others develop. Everything is under one year warranty. I have a discrepancy with concrete quantities. We will meet to resolve our difference.

Little Library at Freedom Park – This library has been repaired 3 times this summer. People keep breaking the plexiglass out of the door or tearing the door off of the hinges. We are removing it from the park. For the time being, we will leave the post it was mounted to up. In case, the board decides that they would like to put the library back up. When these were donated to us originally by a school group there were only a couple up in the village. Now there are several put up by private individuals so I recommend waiting to see if there is a demand for it at the park.

Other Ongoing projects

- Budgets
- Comprehensive Plan updates
- Fillmore Street design
- Model impact of proposed developments on water distribution
- Sidewalk Design

- Flood plain modeling for disc golf course
- Industrial waste sampling analysis and invoicing
- Plan for permanent ice rink at Stoney Creek
- Update emergency plans

Report from Wastewater Operator

WASTEWATER TREATMENT PLANT

Plant operations are good. We are well in compliance with permit conditions. Settling results are good. TSS levels in the aeration basin are good. Bugs in the microscope look good. Test results for permitted constituents are really good.

Sludge has been hauled. The third biotower pump failed. We are using the air lift valves to return the RAS but these use air that need for treatment and are messy. We are having the third pump replaced. Also there is a stuck sluice gate on aerator two which is necessary to control water level. We are having this repaired also. We are working on scheduling diffuser replacements for the digester tank 2.

Water Pumped vs Sewage treated 2022

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
WWTP Influent (MGal)	4.97	4.21	6.73	9.05	6.53	8.34	5.54					
Water Pumped – Well (MGal)	5.36	4.85	4.70	4.51	5.37	5.46	5.55					

Water Pumped vs Water Metered and Billed 2022

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Water Pumped – Well (MGal)	5.36	4.85	4.70	4.51	5.37	5.46	5.55					
Water Metered (MGal)			11.51				12.51					
% water unaccounted			23				23					

Water main breaks in the first quarter

Water main breaks in the second quarter

REPORT FROM CLERK-TREASURER SEPTEMBER 15, 2022

Summary of activities completed:

- Board & Committee agendas and minutes
- Receipted and processed approximately 21 Water and Sewer payments – total to date: 793 receipted from the 850 bills sent out.
- Caught up on move in/move out water and sewer accounts.
- Building permits
- Bank Reconciliations

- Making progress but still have a lot to learn 😊

Upcoming events:

2023 Budgets Development

Need to work on water billing matters and get notices out to accounts with past due amounts so proper noticing can be done to place arrears on the tax roll.

Vacation scheduled the week of September 19 – Office will be Closed.

**VILLAGE OF FREDONIA
PUBLIC SAFETY COMMITTEE MEETING MINUTES
September 12, 2022**

The Public Safety Committee meeting was called to order at 7:00 p.m. by Chair Bruce Paape.

Committee members present: Bruce Paape, Rick Abegglen, and Bill McLarty.

Other Board members present: Don Dohrwardt, and Josh Haas.

Staff/Officials present: Fire Chief Brian Weyker.

Others present: Sandi Tretow.

Approve Minutes

Motion by Trustee McLarty, seconded by Trustee Abegglen, to approve the June 15, 2022 Public Safety Committee meeting minutes. Motion carried.

Review Fire Department Budget

The Fire Department budget as presented by Chief Weyker was reviewed and discussed.

Discussion regarding purchase of Amphibious Response Vehicle and Hand Held Night Vision Tools

Motion by Trustee McLarty, seconded by Trustee Abegglen, to recommend the Finance Committee consider purchase of an Amphibious Response Vehicle.
Motion carried.

Items for Future Consideration by the Village Board

None

Adjourn

Motion by Trustee Abegglen, seconded by Trustee McLarty, to adjourn the meeting at 7:37 p.m. Motion carried.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN OZAUKEE COUNTY AND GRANTEE {NAME}

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between OZAUKEE COUNTY (herein called the "COUNTY") and {NAME} (herein called the "SUBRECIPIENT").

WHEREAS, the United States Government, through the Public Law No: 117-2 (3/11/2021) American Rescue Plan Act of 2021 (hereinafter "ARPA") providing additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, under section 602(c)(3) of the ARPA, the COUNTY may transfer funds to other levels or units of government to assist COUNTY in carrying out COUNTY programs for the purpose of meeting ARPA's goals; and

WHEREAS, the COUNTY on April 6, 2022 with RESOLUTION NO. 21-72 established the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds (hereinafter "Program"); and

WHEREAS, the Program provides that \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide;

WHEREAS, the SUBRECIPIENT is a municipality operating a fire and emergency medical services department within the geographical boundaries of COUNTY; and

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY in so utilizing ARPA funds to improve emergency medical services by entering into this SUBRECIPIENT Agreement (Agreement).

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering the Program in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds, including, but not limited to, all such eligible activities, terms and conditions of Ozaukee County Board RESOLUTION NO. 21-72, a copy of which the SUBRECIPIENT acknowledges receiving and reviewing and which is incorporated herein by reference as Attachment A.

B. Staffing

The SUBRECIPIENT shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks required to recruit and retain Fire Paramedic positions funded by the Program.

C. Performance Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards. Performance that is inconsistent with the standards for providing grant funds, as determined by the COUNTY in its sole discretion, will constitute noncompliance with this Agreement. If action to correct such performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, suspension or termination procedures under section VI. F. of this Agreement will be initiated.

Additional information on what the COUNTY may monitor is included in Attachment B, Performance Monitoring, which is incorporated herein by reference.

II. TIME OF PERFORMANCE

The Program provides that performance may begin effective April 6, 2022. Accordingly, services of SUBRECIPIENT shall start on April 6, 2022, and end on December 31, 2025, which shall be the performance period. The award Grant shall only be used to pay for eligible expenses incurred during the performance period. The Agreement, associated funding, and the provisions herein shall not be extended to cover any additional time period. A schedule of performance is shown on Attachment C, Performance Schedule, which is incorporated herein by reference.

III. BUDGET

The budget is attached as Attachment D, Budget, which is incorporated herein by reference. In addition, the COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content reasonably prescribed by the COUNTY. Any amendments to the budget shall be approved in writing by both the COUNTY and the SUBRECIPIENT.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed the amount shown on the Budget at Attachment D, or future budget amendments. Reimbursement of eligible expenses shall be made against the line item budgets specified in Paragraph III. herein, or otherwise in accordance with the Budget if no such specified line item budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Paragraph II, and as shown on Attachment C, Performance Schedule.

Reimbursement payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR 200.

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the SUBRECIPIENT, when requesting reimbursement for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice,

and shall also provide quarterly payroll rosters and any backup documentation to support such expenditures. Reimbursement requests may be submitted by SUBRECIPIENT monthly. Reimbursement requests must include a statement, signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY, as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Upon receipt of the SUBRECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible Program expenditures therein within thirty (30) days of receipt of said reimbursement request. The dissemination of funds shall only occur after the COUNTY reviews the SUBRECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified by the US TREASURY. All payments from the COUNTY to the SUBRECIPIENT are contingent on the availability of ARPA funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.

The COUNTY may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

V. NOTICES

Except as otherwise provided herein (e.g. for SUBRECIPIENT notices of termination), notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

Jason Dzwinel
Title: County Administrator
Ozaukee County
Address: 121 W. Main Street
Port Washington, WI 53074
262.284.9411
Email: jdzwinel@co.ozaukee.wi.us

SUBRECIPIENT

Name:
Title:
Municipality:
Address:

Email:

VI. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

B. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the Scope of Service called for in this Agreement.

C. Indemnification

SUBRECIPIENT shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by SUBRECIPIENT and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. SUBRECIPIENT shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which SUBRECIPIENT is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement and for any reasonable attorney fees incurred by COUNTY to enforce this provision.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Amendments

The COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Ozaukee County Public Safety Committee and the Ozaukee County Board of Supervisors when necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement, without SUBRECIPIENT's signature, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the Scope of Service, or

schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both COUNTY and SUBRECIPIENT.

F. Suspension or Termination

In accordance with 2 CFR 200.339, the COUNTY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement including, but not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and US TREASURY guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect and that SUBRECIPIENT fails to correct within seven days after receipt of written notice of such incorrect or incomplete report.

In accordance with 2 CFR 200 Appendix II (b), this Agreement may also be terminated for convenience by either the COUNTY or the SUBRECIPIENT, in whole or in part, by providing a notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award Grant will not accomplish the purpose for which the award Grant was made, the COUNTY may terminate the award Grant in its entirety.

In the event of termination by the SUBRECIPIENT, prior notice shall be required. Specifically, the SUBRECIPIENT may terminate this Agreement as described above in this paragraph F. only upon delivering advance written notice to the COUNTY by Certified Mail, Return Receipt Requested, not less than six (6) months prior to the effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of SUBRECIPIENT's termination.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 2 CFR §200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred.

B. Documentation and Record Keeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records of equipment acquired;
- c. Financial records as required by 2 CFR 200.302 and other relevant provisions of 2 CFR 200.

2. Retention

The SUBRECIPIENT shall retain all financial records supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to US TREASURY in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Audits and Inspections

All SUBRECIPIENT records relevant to this Agreement shall be made available to all agencies with the authority to conduct audits, including, but not limited to, the COUNTY, US TREASURY, the Comptroller General of the United States and any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data, for as long as the records are retained. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted at its own expense in accordance with current 2 CFR 200 Subpart F – Audit Requirements, if applicable. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for unallowable costs under this Agreement or any amendment, the SUBRECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

C. Close-outs

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during

any period that the SUBRECIPIENT has control over ARPA funds, including program income.

D. Procurement

1. Compliance

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR §§ 200.317 to 200.327 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Travel

The SUBRECIPIENT shall obtain written approval from the COUNTY for any travel outside Ozaukee County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR §200.475 – Travel Costs.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds

1. Compliance

SUBRECIPIENT agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made

available by state and local governments or instrumentalities or agencies thereto.

2. Protection for Whistleblowers:

In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of COUNTY who has the responsibility to investigate, discover, or address misconduct.

3. Increasing Seat Belt Use in the United States:

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

4. Reducing Text Messaging While Driving:

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT is encouraged to adopt and enforce policies that ban text messaging while driving

and establish workplace safety policies to decrease accidents caused by distracted drivers.

5. Assurances of Compliance with Civil Rights Requirements:

As a condition of receipt of federal financial assistance under this Agreement, SUBRECIPIENT provides the following assurances with respect to activities financed in whole or in part by this federal assistance:

- (a) SUBRECIPIENT will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (b) SUBRECIPIENT acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT’s programs, services, and activities.
- (c) SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (d) SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and its successors, transferees, and assignees for the period in which such assistance is provided. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the

Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

- (e) Any subrecipient, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discrimination against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.
- (f) SUBRECIPIENT shall cooperate with COUNTY in any enforcement or compliance review activities by the Department of Administration or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.
- (g) SUBRECIPIENT shall assist COUNTY in maintaining a complaint log and informing the Department of Administration and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT shall also assist COUNTY in informing the Department and the Department of the Treasury if COUNTY or SUBRECIPIENT have received no complaints under Title VI.
- (h) SUBRECIPIENT shall assist COUNTY in providing documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

B. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for any of the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR §200.112, which includes (but is not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It shall require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

- 6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

- 7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j), such as worship, religious instruction, or proselytization.

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIV. WAIVER

The COUNTY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement.

XI. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and federal law and regulations, to the extent applicable. The venue for any dispute shall be Ozaukee County, Wisconsin.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: OZAUKEE COUNTY

SUBRECIPIENT: ADVOCATES OF OZAUKEE,
INC.

By: _____
Title: Chief Elected Official or Executive Officer
Date: _____

By: _____
Title: _____
Date: _____

Attest: _____
Title: County Clerk or _____
Date: _____

REVIEWED AS TO FISCAL PROVISIONS:

By: _____
Title: Finance Officer or _____
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Title: Corporation Counsel or _____
Date: _____

ATTACHMENT A

RESOLUTION NO. 21-72

ESTABLISHING THE OZAUKEE COUNTY EMERGENCY MEDICAL SERVICES GRANTS PROGRAM FROM AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, the provision of fire and emergency medical services in Ozaukee County is a base level expectation of all citizens and taxpayers; and

WHEREAS, historically nine municipal fire and emergency medical services departments have steadfastly provided protection to the public when fire or medical events impact their lives, relying primarily on a paid-on-call or volunteer staffing model; and

WHEREAS, requests for emergency medical services constitute eighty percent of calls for service from the municipal fire and emergency medical services departments countywide; and

WHEREAS, requests for emergency medical services by senior age populations in Ozaukee County encompass more than other age groups and demographic projections anticipate nearly 34% growth in the senior populations from 2020-2040; and

WHEREAS, increasing demand for emergency medical services and the unsustainability in the paid-on-call or volunteer staffing model result in one Ozaukee County community with a response time under the State of Wisconsin average response time of eight minutes and six seconds and some with times in excess of fourteen minutes; and

WHEREAS, a recent analysis of the provision of fire and emergency medical services in Ozaukee County by the Wisconsin Policy Forum revealed,

1. The primary weakness that must be immediately addressed in Ozaukee County pertains to EMS response, as opposed to fire response.
2. If policymakers wish to consider options to move toward full-time staffing models and achieve service levels approaching those of the North Shore Fire Department, then they would be served best from both a financial and programmatic perspective by doing so collaboratively as opposed to individually.

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the designation of \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to Ozaukee County to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide establishing the Ozaukee County EMS Grants Program; and

FURTHER RESOLVED, that the Ozaukee County EMS Grants Program is established with the following grant terms:

1. Municipalities operating a fire and emergency medical services department may apply for a three-year grant of \$200,000 per year to recruit and retain Fire Paramedic positions in their municipality; and
2. Municipalities applying for the Ozaukee County EMS Grants Program that submit applications with an agreement to consolidate services with another municipality are eligible for \$100,000 per year per each consolidating municipality; and
3. If three or more municipalities applying for the Ozaukee County EMS Grants Program consolidate services with three or more municipalities capital awards can be applied for up

to \$100,000 per municipality; and

4. Municipalities must provide a budget narrative demonstrating how the Fire Paramedic positions recruited will improve the response times for the municipal EMS services; and
5. Municipalities must provide information on the current personnel and operating budget expenses and revenues, current budget restraints, current fire and EMS community responding statistics, call volumes; and
6. Municipalities must identify matching funds contributed by the municipality or municipalities that will be used to recruit and retain Fire Paramedic positions under the Ozaukee County EMS Grants Program; and
7. Municipalities must provide a sustainability plan including;
 - a. Analysis of all associated fees, assessments, taxes, etc. and the best possible formula for cost recovery; and
 - b. Identify revenue sources for consideration, municipal levy limit impact and alternative revenue sources, and any requested ongoing county property tax levy support; and
 - c. Develop a projected integrated budget for applications consolidating one or more consolidating municipality; and
8. All participating municipal government(s) must approve a sustainability plan before May 1, 2023 to continue funding under the Ozaukee County EMS Grants Program to remain eligible for ongoing funding under the program; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to develop a grant application process for the Ozaukee County EMS Grants Program with a goal of recruiting and retaining up to eighteen Fire Paramedic positions countywide with the oversight of the Ozaukee County Public Safety Committee to review the submitted grant applications and approve requests satisfying grant terms; and

FURTHER RESOLVED, that all grants approved and funding amounts awarded under the Ozaukee County EMS Grants Program will be reported to the Ozaukee County Board of Supervisors when approved by the Ozaukee County Public Safety Committee; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to enter into Memorandums of Understanding with participating local municipalities awarding funds under the Ozaukee County EMS Grants Program with the oversight of the Ozaukee County Public Safety Committee.

FURTHER RESOLVED, that all participating municipal government(s) in the Ozaukee County EMS Grants Program must report, by March 1, 2024, the impact of the funding on:

1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and
2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and
3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and
4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Dated at Port Washington, Wisconsin, this 6th day of April 2022.

SUMMARY: Establishing the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds.

VOTE REQUIRED: Two Thirds Members Elect

EXECUTIVE COMMITTEE

RESULT:	APPROVED [UNANIMOUS]
MOVER:	R. Nelson, Supervisor District 6
SECONDER:	K. Geracie, Supervisor District 15
AYES:	Schlenvogt, Melotik, Geracie, Nelson, Jobs, Grabow

ATTACHMENT B

PERFORMANCE MONITORING

The following is a partial listing of the areas that the COUNTY may monitor to ensure SUBRECIPIENT compliance with the SUBRECIPIENT Agreement and all referenced and/or applicable laws and regulations. The items listed below represent some, but not all, of the items that the County may examine:

- Record Keeping Systems (24 C.F.R. §570.506)
 - Overall filing system – Can the required records be quickly and easily found
 - Contractor bonding and insurance
 - National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- Financial Management Systems
 - Did SUBRECIPIENT expend \$750,000 or more in Federal funds (from all sources) during the SUBRECIPIENT's last fiscal year?
 - If yes, was an Independent Audit prepared?
 - If yes, the County will need a copy for its records.
 - If no, the County will need to know why one was not prepared.
- Procurement & Bonding
 - Procurement Procedures
 - Conflict of Interest
- Non-Discrimination and Actions to Further Fair Housing

**ATTACHMENT D
PERFORMANCE SCHEDULE**

Submit the following documentation required for the COUNTY:

Due Date	Activity
Prior to Start of Program	<ul style="list-style-type: none"> • Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the twelve (12) months preceding the execution of Subrecipient Agreement.
Three Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Six Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Nine Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
May 1, 2023	<ul style="list-style-type: none"> • Submit to County Administrator's Office EMS Sustainability Plan as approved by governing body • Sustainability Plan shall identify the number of EMS personnel budgeted for Municipal EMS Services and any identified county funding that would be required to maintain services at the same level as of January 1, 2026.
Twelve Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Fifteen Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds

Eighteen Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
March 1, 2024	<ul style="list-style-type: none"> • Submit to County Administrator's Office EMS Reporting as Required by Resolution No. 21-72 including: <ol style="list-style-type: none"> 1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and 2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and 3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and 4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Twenty-One Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Twenty-Four Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Twenty-Seven Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Three Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Six Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
Thirty-Nine Months After Program Commencement	<ul style="list-style-type: none"> • Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement. • Identify EMS Personnel funded with Program funds
January 31, 2025	<ul style="list-style-type: none"> • Program Close Out

ATTACHMENT E

BUDGET

PROJECT BUDGET & MATCHING FUNDS

CONTRACT #:

(enter only after award)

GRANTEE:

DATE:

ACTIVITY	EMS PROGRAM FUNDS	MATCH FUNDS <i>(if applicable)</i>	TOTAL COSTS (by Activity)
Expenditures	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Salaries	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Fringe Benefits	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Travel/Training	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Supplies	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Purchased Services	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Interdepartmental Charges	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Other Expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Capital Expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Total:	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

We Energies
700 Sunset Rd.
Port Washington, WI 53074-2150
Office 262-268-3600
800-498-5111
Fax 262-268-3628
www.we-energies.com



September 2, 2022

FREDONIA BUSINESS PARK
TOWER DRIVE & INNOVATION DRIVE
FREDONIA WI 53021

Subject: Invoice for natural gas facility work at TOWER DRIVE & INNOVATION DRIVE

Dear FREDONIA BUSINESS PARK:

Thank you for contacting We Energies about your natural gas facility work request at the location listed above.

The cost to perform this work is \$8,312.42. If this letter is not signed and returned with payment within 90 days from the date of this letter, the amount is subject to change. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.

Please sign and return this letter, sketch (if enclosed) and your payment in the envelope provided. Your signature grants us permission to construct and maintain facilities. Work will be scheduled when we receive your signed document(s) and payment.

If you have questions, please call me. I look forward to working with you to make your project a success.

Sincerely,

Melesia Brazil

MELESIA BRAZIL
ENERGY SERVICES CONSULTANT
Phone: 262-268-3634
Fax: 262-268-3628

Accepted By: _____ Date: ____/____/____

Title: _____

Work Request #: 4691212

Enclosures



ELEC WR
GAS WR **4691212**

CITY / TOWN / VILLAGE: VI FREDONIA

CUST/PROJ NAME: FREDONIA BUSINESS PARK

PROJECT LOCATION: TOWER DR & INNOVATION DR

WORK DESCRIPTION: 4" PE MAIN EXTENSION

PREPARED BY: NICK WAGNER

E-MAIL: NICHOLAS.WAGNER@WE-ENERGIES.COM

OFFICE #: 414-944-5662 CELL #: 262-395-0666

PAGER #: IO #: EU01208537

PROJECT ID: PW4691212 CGS #:

DATE PREPARED: 10/28/21 DATE REVISED:

AIR/ROAD PERMITTING/FLAGGING REQUIRED ☐ YES ☒ NO

EROSION CONTACT: LARRY VANBOGELEN PHONE #: 414-221-3648

COMMON INFORMATION

STAKING REQUIREMENTS: ☒ SURVEYOR ☐ STAKED
☐ DESIGNER ☐ NOT NEEDED

MAIN / SERVICE IN EASEMENT: ☐ YES ☒ NO

RESTORE PRIVATE PROPERTY: ☐ WE ENERGIES ☒ CUSTOMER

WORK IS APPROX 35 FT. DIRECTION E OF CL OF
TOWER DR NEAREST CROSS STREET
(ALSO FOR GAS SERVICE TEE)

ELECTRIC INFORMATION

OPER MAP #: FEEDER/LINE #:
CATV JOINT USE #: TEL JOINT USE #:

PROPOSED GAS SERVICE INFORMATION

MTR SIZE: MTR TYPE: PRES: ☐ EFV
SERV PIPE SIZE: MATERIAL: ☐ RELIGHT
MTR LOC: FT. OF CORNER ☐ CURB VLV
CONSTRUCTION TYPE: ☐ TIE IN PIPING

RR NAME

JOB INFO:

SECTION / TOWN / RANGE: SE1/4 SEC 35, T12N, R21E
SITE VISIT COMPLETED BY: NICK WAGNER
JOB OWNER: MELESIA BRAZIL 262-268-3634

MAIN CONTACTS:

- ☐ CONTRACTOR/BUILDER:
☐ PLUMBER/HVAC:
☐ ELECTRICIAN:
☒ CUSTOMER: ROGER STROHM 262-692-9125

CONTINGENCIES & COMMENTS:

DIGGERS HOTLINE / MISS DIG REQUIRED

WE ENERGIES WILL COMPLETE LAWN / PAVEMENT REPAIR ON:

- ☒ ROAD ROW ☐ NEIGHBORING PROPERTY
☐ NONE ☐ CUSTOMER PROPERTY

WE ENERGIES WILL HAUL SPOIL FROM:

- ☒ ROAD ROW ☐ NEIGHBORING PROPERTY
☐ NONE ☐ CUSTOMER PROPERTY

CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE
UNDERGROUND FACILITIES PRIOR TO INSTALLATION
WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

CONSTRUCTION REMARKS

* IF DISTURBANCE OCCURS WITHIN ROAD RIGHT-OF-WAY,
FINAL STABILIZATION SHALL BE PERMANENT SEED AND
PROPERLY ANCHORED MULCH.

CUSTOMER'S SIGNATURE OF APPROVAL _____ DATE _____



SHEET NO.
1 OF 2



ELEC WR

GAS WR

4691212

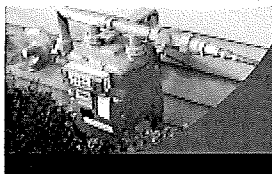


CONNECT THE NEW PE MAIN TRACER WIRE TO THE EXISTING PE
MAIN TRACER WIRE AND INSTALL A 1# ANODE AT THE TIE-IN LOCATION.
QUESTIONS CALL LARRY VAN BOGELEN AT 262-945-9314

INNOVATION DR

ITEM NO.	DESCRIPTION
1	TEE, 3" IPS X 1" CTS ELECTROFUSE (BYPASS)
2	SQUEEZE POINT
3	TEE, 3" IPS BUTT FUSE
4	SQUEEZE POINT
5	TEE, 3" IPS X 1" CTS ELECTROFUSE (BYPASS)
6	ANODE, 1 LB. MAGNESIUM GRADE H1-A
7	REDUCER, 4"IPS BUTT X 3"IPS BUTT FUSE
8	CAP, 4" IPS BUTT 1/2" CTS PURGE FUSE
9	POST, ROUND 78" L CAUTION GAS PIPELINE
10	ANODE, 1 LB. MAGNESIUM GRADE H1-A

SHEET NO.
2 OF 2



Are you ready for natural gas service?



Important! The natural gas ready for service card must be completed when you are ready for natural gas service and returned to us before we can begin your new service installation.

If the site is not ready when we arrive to install service, your timeline may be significantly delayed.

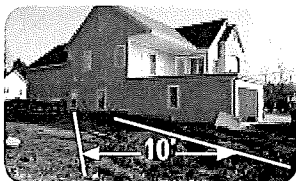
To be considered ready for service, you must complete the following:

- ☐ Located, marked or exposed any private buried obstructions or underground facilities – such as a well, drain tiles, septic/mound system and/or underground yard lighting – with stakes, spray paint or flags.*



Note to customer: We Energies and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before natural gas service installation.

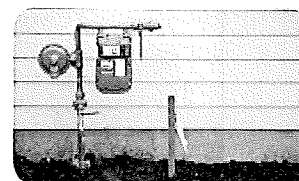
- ☐ Cleared a minimum 10-foot-wide path along the service route from the property line to the meter location on my building. I've made sure things like dirt piles and construction materials aren't in the way.



- ☐ Prepared the ground around my building and along the service route to within 4 inches of final grade.



- ☐ Built/framed wall and marked exact location on the building with spray paint, flag or stake to identify where the natural gas meter will be placed.



- ☐ Sent my signed sketch (if applicable) and informed We Energies of any planned decks, patios or pools before my service is installed. Once my service is installed, it would be my responsibility to pay any costs to move my natural gas facilities to accommodate future structures. **Note:** Building over the top of natural gas facilities (including the natural gas meter) may cause serious safety or code violations.



- ☐ Submitted payment, if applicable.

* If you are unable to properly locate and mark your privately owned buried facilities, you can hire a contractor to do it for you.

Natural gas ready for service card

Please complete, sign and return this card when all of the items above have been completed.

If the site is not ready when we arrive to install service, your timeline may be significantly delayed.

Name: Fredonia Business Park
(please print)

Installation address: Tower Dr. & Innovation Dr.
(please print)

City: Fredonia State: WI ZIP code: 53021

Daytime phone: _____

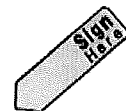
- ☐ I certify that I am the owner or authorized representative of the owner.

Signature: _____ Date: _____

- ☐ Please hold my ready for service card and schedule installation after March 31.

(For We Energies office use only) Order number: 4691212

Additional charges for natural gas service installation apply from Dec. 1 through March 31.



For new service questions, visit www.we-energies.com/newservice or call 262-574-6400 or 866-423-0364 (toll free).

WE ENERGIES - GAS OPERATIONS

NOTES:
Existing facilities should be field verified prior to excavation.
Utility information shown are from plans and have not been field verified.
Maintain 12" min vertical clearance at crossing of existing electrical facilities.
Maintain 6" min vertical clearance at crossing of other existing facilities.
Maintain 18" min vertical clearance at crossing of existing storm sewer pipes.
Maintain 5' clearance from storm sewer inlets.
Staking of route or ROW by surveyor required prior to construction.
Clearances shown are min distances – reference permit for specific clearance requirements.
Additional information on excavation, backfilling & clearances can be found in the Gas CRS 201.
Restore all pavement, ROW, sidewalks, and customer's private property.

CONVENTIONAL SYMBOLS

M - Outside Meterset	Regulation Pit	Full Open Tee	Valve Pit
M - Inside Meterset	Insulator	45° Elbow	R - Regulation Station
Valve (Boxed)	Bottom/Side/Half Line Stopper Fitting	90° Elbow	FT - Farm Tap
Valve (Buried)	Save-A-Valve	Depth Change Elbow	B - Blow Down
Transition Fitting	No Blow/Punch/HVTT/MVTT/EF Tee	Marker Post	P - Pressure Monitoring Device
Reducer	Anode	Multi Wire Test Stand	Ru - Riser Used for Corrosion Reads
X - Support Clamp or Squeeze Point	Cap with Anode	Single Wire Test Stand	Test Stand
I - Coupling	Cap	Main Jump Symbol	REC - Rectifier
I - End of Main	Retirement Symbol	River Weight	P - Pressure Point

EROSION CONTROL LEGEND

	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION
	INLET PROTECTION, TYPE A/B/C/D
	12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION EEL
	STONE DITCH CHECK
	ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE B
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	APPROXIMATE DEWATERING BASIN LOCATION
	SURFACE WATER FLOW

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)**General**

1. If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

Erosion Control

2. If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
3. Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards (http://dnr.wi.gov/topic/stormwater/standards/const_standards.html). Refer to We Energies Construction Site Sediment and Erosion Control Standards.
4. Inspect installed erosion control BMP's at least one time per week and after ½" rain events: repair as necessary.
5. When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

Contaminated Soils

6. Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.

Spills

7. If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
 - a. Any quantity of oil is spilled into surface water;
 - b. Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
 - c. Any oil spill containing greater than 500 ppm PCB;
 - d. Five gallons or more of oil spilled to the ground;
 - e. Any oil spill involving a police department, fire department, DNR, or concerned property owner.

Notes 8 through 27 apply as noted at specific points within each work request:

Dewatering

8. Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

Wetlands

9. As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
10. All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
11. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
12. Excavated soils cannot be stockpiled in wetlands.

13. All excess spoils shall be removed from wetlands and placed in a suitable upland location.
14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
15. Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.

Waterways

16. No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
17. No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
18. Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

Threatened and Endangered Species

19. Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
20. In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
21. Exclusion fencing must be installed at the work area prior to March 15.
22. A qualified biologist must be present when conducting work at this location.

Invasive Species

23. State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of-Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).

Cultural and Historical Resources, cont.

24. The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
25. If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
26. A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

Frac-out Contingency Plan

27. A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components.
 - a. Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately.
 - b. Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur.



Additional repair considerations

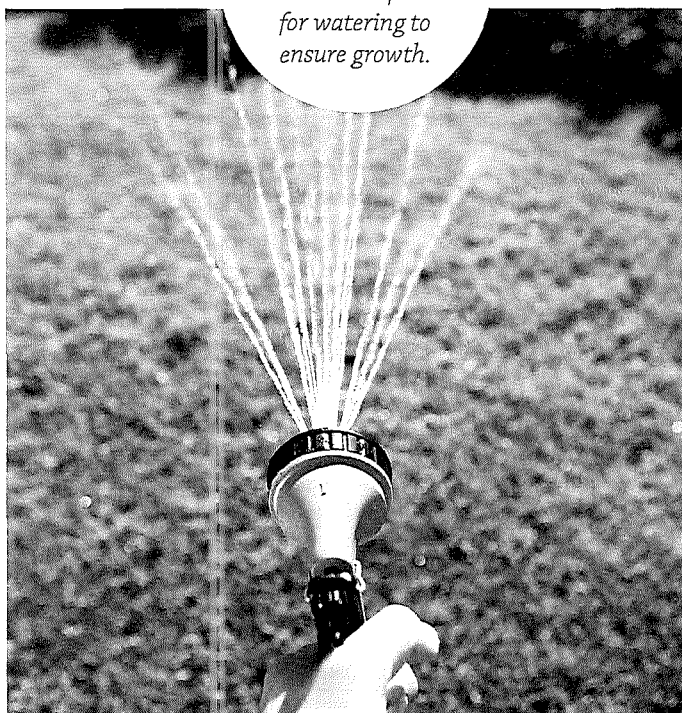
Please keep the following in mind about repair work.

If repair includes new grass seed or sod, **you** are responsible for watering and maintaining the affected areas to ensure the seed or sod takes hold. We recommend watering every day for at least two weeks at a minimum. Weather conditions will dictate the actual need.

We also recommend that you do not treat newly seeded areas with herbicides until the fourth time you cut your lawn.



*For seed and sod,
customer is responsible
for watering to
ensure growth.*



Where can I learn more?

Call us at 262-574-6454 or visit
www.we-energies.com/surfacerepair.

More energy answers

How can we help you? Please contact us whenever we can assist you with your energy service.

Customer Service – 24 hours a day

800-242-9137
customerservice@mail.we-energies.com

Website

we-energies.com

Emergencies – 24 hours a day

Electric power outage hotline
800-662-4797

Natural gas leak or emergency
800-261-5325

Safety – Call three working days before you dig

Diggers Hotline (in Wisconsin)
811 or 800-242-8511

Miss Dig (in Michigan)
811 or 800-482-7171



Form 4075 5/16 Lot # 705-8275



Lawn and pavement repair:

Your guide to learning about
We Energies' repair practices.



We Energies – Energy You Can Depend On

Overview

We must access or move our underground electric and natural gas facilities due to customer and municipal requests, as well as routine and emergency maintenance we initiate. How we excavate surfaces in the project area is determined by the type of work we are doing. We make the final decision on which construction method to use.

Regardless of the construction method used, the job often requires us to work on private property. When the work disrupts a surface, such as a lawn or driveway, repairing that surface is the final part of the job.

Throughout the process, our goals are to:

- Provide repair options as soon as possible.
- Understand your expectations.
- Treat your property with care.

When we initiate work that requires repair, we provide this service at no cost to you. Examples of activities for which we are responsible for repair:

- System maintenance or upgrade work.
- Company required or company-initiated work in road right-of-way.

When a property owner initiates work that requires repair, he or she pays for the repair costs. Examples of activities for which the property owner is responsible for repair:

- Customer-initiated work requests.
- Customer-initiated emergency orders, such as digging into our facilities.
- Service relocations or installations.

Surface repair types

Soft – typically, topsoil and seed are used; sod at added cost based on the work needed.

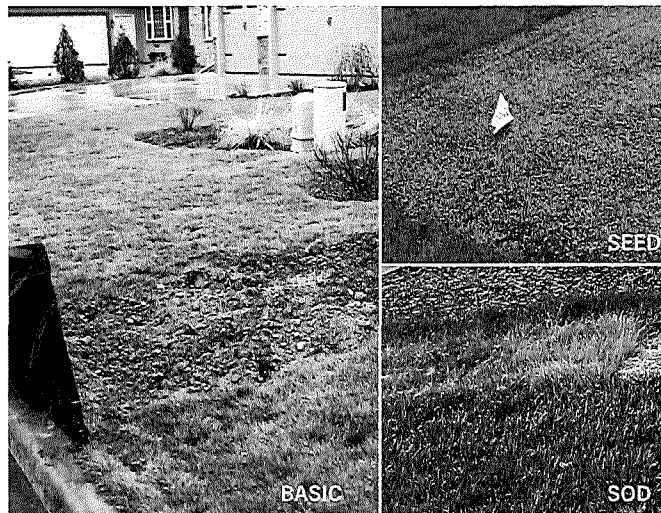
Hard – typically, concrete or blacktop.

If you are responsible for surface repair, you can choose from three options:

Basic: Cost included with construction charge. We use backfill from the excavation, leaving 6 to 8 inches mounded on the area to allow for settling. Excess soil is piled at a point farthest away from your house, garage or other structure.

Seed (optional): Cost added to construction charge. We use topsoil and seed after the area has settled or been compacted.

Sod (optional): Cost added to construction charge. Sod is applied after area is settled. Seed is oftentimes a better option, as sod may be hard to match to existing grass.



When will surface repair work be completed?

To allow for natural settling, repair work typically begins a minimum of three weeks after the work is completed. The exceptions to this are:

Inclement weather.

Other work activities in the same area, such as road widening, road resurfacing, municipal sewer or water work, etc. that make it necessary to coordinate efforts and delay repair. Let us know if you are aware of any planned municipal work.

Trenching construction, which requires a longer time to settle. Repair work is planned about six weeks from the trench backfilling date.

When **weather conditions** (typically winter) prohibit repair activities for the season, we notify you that restoration will be completed in the spring. As soon as we can resume repair work, we provide you with an expected completion date. Road weight restrictions, weather conditions and the backlog of repair work from the previous year also are factors in our ability to repair surfaces.





Proposal Service

DATE: 9-9-22

PROJECT: Process Analyzer for Orthophosphate Measurement w/ Sample Prep Station

QUOTE: TBD

TO: Fredonia WWTP
210 Park Rd
Fredonia, WI 53021
Roger Strohm
262-483-0275
rstrohm@village.fredonia.wi.us

Energenecs is pleased to offer the following scope of responsibility for subject product

Specifically includes:

(1) Endress & Hauser Liquiline System CA80PH

Process analyzer for online measurement
of orthophosphate in aqueous solutions
Colorimetric method referring to
DIN EN 1189.
Automatic calibration/cleaning,
alarm relays, two analogue outputs
optional cooling module (blue method) for
extended
reagent shelf life
::Simple upgrade to a measuring station
with Memosens sensors
::Low maintenance costs due to high
range + shelf life of the reagents
::Functionality flexible + modular
expandable



(1) Endress Hauser Liquiline System CAT820

Automatic sample preparation system with
optional backflush function using
pressurized air

Application: Particle-free sampling
from aeration tank or outlet for up
to two online process analyzers

IP66/67, ceramic membrane filter

::Automatic sampling

::Full compatibility to Flexdip CYH112

\$28,171.37

(1) Reagent/Standard solution CY80

\$276.64

(CY80PH-E1+SB)

(1) Reagent/Standard solution CY80

\$109.19

(CY80PH-E1+TL)

(1) Cleaner CY800

\$78.41

Installation / Startup and Training

Est 1-2 Days , \$135.00/Hr Billed @ Time and Material

PROPOSAL EXCLUSIONS

Taxes, Freight

All applicable taxes will be added to the above price.
Energenecs terms and conditions attached apply.

Delivery: 4-5 weeks From Approval



Terms & Conditions

PURCHASE ORDER FORMS

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

PRICES

Pricing is valid for 30 days from issuance. All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

ACCEPTANCE

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

CREDIT APPROVAL

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

FORCE MAJEURE

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

PAYMENT

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

WARRANTY

SELLER is a system integrator/manufacturer's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.



SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

CLAIM PERIODS

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

CHANGES, CANCELLATIONS, RETURNS

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL
AFTER THIRTY DAYS FROM ISSUANCE.

By: Energenecs, Inc. Dan Waala

I accept this proposal and all terms thereof:

Accepted: _____

Title: _____

Date: _____ PO #: _____



Proposal Service

DATE: 9-9-22

PROJECT: Maintenance Kits for E&H Analyzer

QUOTE: TBD

TO: Fredonia WWTP
210 Park Rd
Fredonia, WI 53021
Roger Strohm
262-483-0275
rstrohm@village.fredonia.wi.us

Energenecs is pleased to offer the following scope of responsibility for subject product

Specifically includes:

- Maintenance Kit for Phos Analyzer
Contains: Dispensers, hoses, connectors, o-rings, filter mats Total \$1498.59
- Maintenance Kit for sample Prep Station (1Yr) Total \$864.32
- Maintenance Kit for sample Prep Station (3Yr) Total \$2,335.60
- Spare Filter Kit Total \$916.39

Lead time: 5-7 Business days



PROPOSAL EXCLUSIONS

Taxes, Freight

All applicable taxes will be added to the above price.
Energenecs terms and conditions attached apply.



Terms & Conditions

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SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.



SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

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Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL
AFTER THIRTY DAYS FROM ISSUANCE.

By: Energenecs, Inc. Dan Waala

I accept this proposal and all terms thereof:

Accepted: _____

Title: _____

Date: _____ PO #: _____



Resolution for Inclusion Under the Wisconsin Public Employers' Group Health Insurance Program

Wisconsin Department
of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

RESOLVED, by the Village Board of the Village of Fredonia
(Governing Body) (Employer Legal Name)

that pursuant to the provisions of Wis. Stat. § 40.51 (7) hereby determines to offer the Wisconsin Public Employers (WPE) Group Health Insurance Program to eligible personnel through the program of the State of Wisconsin Group Insurance Board (Board), and agrees to abide by the terms of the program as set forth in the *Local Employer Health Insurance Standards, Guidelines and Administration Manual* (ET-1144).

All participants in the WPE Group Health Insurance Program will need to be enrolled in a program option. An employer may elect participation in program options listed below, **with each program option to be offered to different employee classifications (pursuant to collective bargaining). Individual employees cannot choose between program options.**

We choose to participate in the (check applicable options):

- ☐ Traditional HMO-Standard PPO W/ Dental, P02
- ☒ Deductible HMO-Standard PPO W/ Dental, P04
- ☐ Coinsurance HMO-Standard PPO W/ Dental, P06
- ☐ High Deductible Health Plan HMO-Standard HDHP PPO W/ Dental, P07
- ☐ Traditional HMO-Standard PPO W/O Dental, P12
- ☐ Deductible HMO-Standard PPO W/O Dental, P14
- ☐ Coinsurance HMO-Standard PPO W/O Dental, P16
- ☐ High Deductible Health Plan HMO-Standard HDHP PPO W/O Dental, P17

Send resolution(s) to:
Department of Employee Trust Funds
Division of Insurance Services
PO Box 7931
Madison WI 53707-7931
or
ETFSMBESSNewEmployer@etf.wi.gov

The large group (50 or more employees) underwriting and enrollment process takes 120 days. (Small groups of 49 or less employees do not go through underwriting and take 60 days.) All groups are eligible to enroll effective January 1, April 1, July 1, or October 1.

RESOLUTION EFFECTIVE DATE: (select one date): January 1 2023

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the Board to provide such Group Health Insurance.

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the 15 day of Sept., year 2022 and that said resolution has not been repealed or amended, and is now in full force and effect.

☒ I further certify that we offered insurance to our employees immediately prior to joining this program.

Dated this ____ day of _____, year ____.

I understand that Wis. Stat. § 943.395 provides criminal penalties for knowingly making false or fraudulent statements, and hereby certify that, to the best of my knowledge and belief, the above information is true and correct.

39-6006270
Federal tax identification number (FEIN/TIN)

Authorized employer representative signature

69-036-
ETF employer identification number

Don Dehruardt
Authorized employer representative printed name

Number of eligible employees 6

Village President
Authorized representative title

Ozaukee
Employer county

mdepies@village-fredonia.wi.us
Employer benefit contact email address

PO Box 159 Fredonia WI 53021
Mailing address

For ETF use only - EFFECTIVE DATE
OF COVERAGE ENTERED BY ETF:

MID-MORAINES MUNICIPAL ASSOCIATION DINNER MEETING
WEDNESDAY, September 28, 2022

Host Community: Village of Kewaskum

Location: Kewaskum Municipal Annex
1308 Fond du Lac Ave. (This is right behind the 9/11 Memorial)
Kewaskum, WI 53040
Phone Number – 262-626-3623

Speaker: Our Speaker will be Attorney Anita Gallucci with Boardman Clark. Her topic will be dealing with utilities in our Right of Ways.

Dinner: Dinner will be catered by the Great Outdoor Supper Club and the Menu will be: Mushroom Ravioli and Beef Stroganoff, Salad, Assorted Dinner Rolls w/Butter, Dessert and Coffee.

Cost: \$27.50

Schedule:

Social Hour:	6:00 – 6:30 p.m.
Dinner:	6:30 p.m.
Speaker:	7:30 p.m.

Please forward reservations and payments to:

Marlyss Thiel

Mid-Moraine Municipal Association

601 Kettle Moraine Dr.

Slinger, WI 53086

(262) 328-4811

Reservation Deadline: Monday, September 26, 2022 (sooner would be preferred)

cc: Area Legislators

Curt Witynski