



OFFICIAL NOTICE AND AGENDA  
of a meeting of a City Board, Commission, Department  
Committee, Agency, Corporation, Quasi-Municipal  
Corporation, or Sub-unit thereof.

A Meeting of Wausau Water Works Commission will be held in the  
Council Chambers, 1st Floor City Hall, Wausau, WI 54403 at 10:30 a.m. on  
Wednesday, April 10, 2024.

**Members: Katie Rosenberg (President), Dawn Herbst, Jim Force, Joe Gehin, John Robinson**

**AGENDA**

1. Approve Minutes of February 5, 2024 Meeting.
2. Director's Report on Utility Operations
  - Projected Locates Ongoing/Future Fiber Installation affecting both Water and Wastewater Staffing and Resources
  - Update on the GAC Project
  - Update on the LSL Replacement Project
  - Drinking Water Recruitment Updates
  - Wastewater Facility Construction Update
  - Wastewater Continues to Discharge a Quality Effluent
  - Wastewater Operations Technician Interviews
  - Lift Station Project Updates
3. Presentation by Ehler's Related to Debt Service, Possible Projects and New Staffing.
4. Presentation by Horsely Witten (USEPA LSL Accelerator Program) on Funding Options and Overview.
5. Discussion and Possible Action Deferring the 2024 Annual Loan Payment from the Water Utility to the Sewer Utility.
6. Discussion and Possible Action Approving the Proposal and Service Agreement for the Renewal of the Cross Connection Control Program through HydroCorp.
7. Discussion on Wastewater PFAS Sampling Results from January and February 2024.
8. Discussion and Possible Action Approving a Bi-Annual Contract for Septic Hauler Dumping at the Wastewater Treatment Facility.
9. Discussion and Possible Action Approving the Contract with IT Pipes for the Purchase of Sewer Televising Software in Conjunction with the new TV Van.

Adjourn.

*\*Next meeting scheduled for May 7<sup>th</sup> 2024 @ 1:30 PM.*

Signed by: /s/ Katie Rosenberg, Mayor  
Presiding Officer or Designee

THIS NOTICE POSTED AT CITY HALL AND EMAILED TO CITY PAGES AND DAILY HERALD: April 5, 2024 at 2:35 p.m.

*This meeting is being held in person.* Members of the public who do not wish to appear in person may view the meeting live over the internet, cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/wausaucitycouncil>. Any person wishing to offer public comment not appearing in person may e-mail [gina.vang@ci.wausau.wi.us](mailto:gina.vang@ci.wausau.wi.us) with "Water Commission Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or [ADAServices@ci.wausau.wi.us](mailto:ADAServices@ci.wausau.wi.us) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



## Minutes of February 5, 2024

A meeting of the Wausau Water Works Commission was called to order at 10:33 a.m. in City Hall on Monday, February 5, 2024. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on February 2, 2024.

Members Present: President Rosenberg, Commissioners Herbst, Robinson, Force, Gehin  
Others Present: Scott Boers, Eric Lindman, Ben Brooks, MaryAnne Groat, Susan Wojtkiewicz/Donohue, Andrew Dow/Donohue via Webex, Doug Diny/Alder, Tom Kilian/Alder.

### 1) **Approve Minutes of January 8 & 9, 2024 Meetings.**

Herbst motioned to approve minutes. Seconded by Gehin.  
Motion Carried 5-0.

### 2) **Director's Report on Utility Operations.**

Lindman advised of updates on the Asset Management Software, the CIP contract as well as some updates on operational issues. Force stated that he frequently comments regarding the CIP lead service line replacement project and the need for community support. A question he often asks is if the community is behind us. His conclusion is that we don't have the needed support. 3 different council members have voted to revisit and perhaps cancel the contract we have with CIP. He has read many letters to the editor, opinions and memos criticizing the CIP partnership. In a previous meeting they approved the CIP contract contingent on the city's legal department working out several contractual questions. Have we seen these clarifications and is our approval still valid without them? It was difficult to find on the city's website but there is an equi-flow website designed specifically for Wausau. The phone number is a voice recording and he's emailed the contact address but hasn't received a response. The website also says that the lead line replacement will be at no cost to the homeowner and that may not be true. None of the critics are opposed to replacing lead lines, they're simply asking for communication and transparency about a project that will affect all homeowners in the city. Credibility is paramount if this project is to succeed and, in his opinion, we don't have it yet.

Gehin raised concerns that he believes there is confusion as some people have asked if the lead service line replacement includes the plumbing inside the home. He responds that it does not, it's just the service line and this has created a stir. That needs to be clear, we are only talking about the pipe coming into the house. Gehin also wanted to clarify that this will not affect every house, we have 15,000-16,000 homes but we do not have that many lead services. Boers stated a conservative estimate is that we could have up to 8,000 private lead services and about 3,500 lead services on the utility side.

Robinson wanted to clarify that the contract has been approved by council subject to the fine point issues with the contract. This would be a council issue if there were a motion for reconsideration? Rosenberg responded that is correct.

Director's Report Placed on File.

Alder Diny spoke from the podium. Part of the CDM Smith lead service line replacement recommendation from 2023 indicated the 1<sup>st</sup> step in this process was to conduct an inventory and his understanding is that we contracted with Clark Dietz to do that inventory. What is the status and what is their scope in relation to the CIP contract moving forward?

Lindman responded that the inventory is ongoing. There was an inventory completed for the lead service line plan that was submitted to the DNR. That included everything we had in GIS whether it was lead, not lead or unknown service lines. We do have quite a few unknown service lines in the city and if they're considered unknown, then they must be classified as lead until they are verified. As we get into homes and do public outreach for each of the areas we will be working in, that inventory will be updated on an ongoing basis.

**3) Presentation on the Used Anion Exchange Gravel/Resin, PFAS Test Results, Regulations and Disposal Options.**

Presentation by Susan Wojtkiewicz/Donohue. View presentation [here](#) at 9 minutes, 13 seconds.

**4) Discussion and Possible Action on Disposal of the Used Anion Exchange Gravel/Resin.**

Robinson stated that it's been said that there are limits on liability on disposal, how are those manifested or guaranteed? Is it contractual, insured, or bonded? Wojtkiewicz responded that she did not have that but is additional information that they could provide. Robinson said when it states there is no liability for the city or utility, that is limited. Wojtkiewicz stated that the intention was to have Andrew Dow/Donohue join via Webex to answer questions; however, Webex was not working properly, and he was unable to hear. Wojtkiewicz posed the question via phone call to Andrew Dow. Dow stated that Clean Harbor did send over terms and conditions that could be reviewed but she does believe that it would be contractual.

Force asked where the transportation costs for disposal are buried. Wojtkiewicz responded that those are in the resin disposal costs, that includes the transportation and the disposal. Their vehicles come here and haul the material away. Force asked about the anion exchange resin, with the new setup once the GAC columns are in operation, are we going to get PFAS buildup on the resin ahead of that? Wojtkiewicz responded that she would think that there would be some and that's why we are set up to change over the way that the plant operates. We could send water through the GAC first and then through the anion exchange. Force stated that he asks because we may have to regenerate the carbon and dispose of the resin, making our costs even higher. Wojtkiewicz confirmed that is correct.

Rosenberg stated that was a question she had as well. With the regenerating the carbon, she thought we could also regenerate the resin, is that not the case, it doesn't get regenerated? Wojtkiewicz stated resin does not get regenerated, but the carbon will.

Robinson encourages us to take a deep dive into where our liability stands. He's not opposed to the disposal, but we'd also want a good review as well on the process of PFAS removal to not foul the carbon.

Wojtkiewicz did receive a response from Andrew Dow that he did look at the documentation and the liability does appear to be written into the contract and they can share that with the city. Robinson reiterated that we want to be careful about how it's guaranteed, is it insurance based on claims, occurrence, etc. Lindman stated, we would run that through legal.

Gehin asked how long resin would last if we didn't have PFAS. Wojtkiewicz responded that it would last for years. It isn't something you'd be doing once a year without the PFAS. There is also a brine regeneration process for resin when the only concern is TOC and color.

Rosenberg interpreted that we would probably be looking for more information before a motion or decision is made.

Robinson stated that he is comfortable authorizing the execution of a contract subject to acceptable liability protection concerns for the City. That would be up to the attorneys to look at that. Rosenberg asked if that's something we'd want to bring back or is the commission comfortable with the attorney just looking through it? Robinson responded he is comfortable deferring this to the attorneys and their expertise.

Motion to approve the contract contingent on our attorneys and internal teams reviewing the contract, risk, and liabilities with using this hazardous waste disposal mechanism. Robinson also added contingent upon sufficient guarantees and assurances being in place.

Motion carried 5-0.

#### **5) Discussion on a Lead Service Line Replacement Ordinance.**

Lindman indicated there has been a lot of discussion back and forth on what the ordinance should include and if the commission is in support of putting an ordinance in place. The commission had requested additional public outreach but there is direction that we would need from the commission before we would set up anything to provide information to the public. He would also ask for the commission's consensus or direction on the document from the Municipal Environmental Group proposing a bill legislation.

Robinson mentioned one of the critical issues is what is the City's/Utility's role to pay for the customer's side of the replacement. Until we know that it's difficult to advance an ordinance. He supports an ordinance but there are several variables that we haven't defined and who is responsible for putting that policy in place. There would also be operational costs that are unknown as far as sampling, etc. The issues are costs, how we pay for it, how does it affect rates, are there other funding sources. Without knowing those things it's hard to put an ordinance in place that may impose a burden.

Rosenberg agreed and asked if we might have a better understanding of cost after this year's replacements and as we move ahead. Lindman responded that he thinks so, especially as far as the average cost for each replacement. The one thing that's always going to be in question is the funding because of how that's rolled out. We just don't know what that will be until late every year. We can only estimate that based on percentages that we currently know from the DNR.

Robinson asked if we need this ordinance to access some of that funding. Lindman responded that we don't need it, but it helps. We'd receive additional points for having an ordinance. With the new rules that are coming into play, they may not state it but eventually the municipalities are going to be forced into having an ordinance in some fashion, that's where the regulations are going. If we don't have an ordinance by the end of June this year, then we just won't get the additional points for next year's funding application.

Gehin asked about the sampling requirements after replacement. Based on what he read that will be quite a burden on staff. Boers explained with the new Lead and Copper Rule, we will be required to offer sampling upon the initial replacement and again in 6 months. We will have to offer pitchers and replacement filters as well. Gehin asked if we would have to do that for every replacement or could we demonstrate that we are not seeing any lead. Boers said no, it's pretty much spelled out in the rule.

Force stated they recognize we need an ordinance. He would like to see zero cost to the homeowner.

Lindman is trying to get direction on what information is necessary for further discussions.

Alder Kilian spoke from the podium raising concerns on the nature of the program and interfacing with people in their homes. He would like to convey that whoever is doing this be completely vetted. Not just a financial vetting process but a pristine, unblemished reputation.



**6) Discussion on the Sanitary Survey Report and Notice of Noncompliance.**

Boers indicated that he is requesting guidance. We have 3 deficiencies, 2 will be taken care of but the valve exercising is the one he would like to address. His concern is that we are short staffed and not able to meet our requirements. The DNR is asking for a letter stating how we will overcome this deficiency through this year. In the absence of making any staffing changes, how will we meet this requirement.

Robinson asked if this is something that could be contracted out and if so, at what cost. Boers responded that the costs he's seen greatly outweigh the cost to bring staff on. Robinson asked what our options are if we lack the current staff. Can we add staff in a timely manner or what is recommended for the most cost-effective approach? Boers said looking back at the staffing assessment that was done over a year ago, it mentioned we needed to add staff. We've been coming to this commission asking for additional staff for quite some time. We're at the point now where it's becoming an issue. We're going to have to look at adding staff, changing our pay scale, and doing something other than what's being done. We can look at contracting out if that's the way they feel they want to go.

Rosenberg asked if we are currently fully staffed. Boers responded that we are not, we have a distribution maintainer opening for the maintainer that just offered resignation, a plant operator as recruitment was unsuccessful and we will be advertising for a technician. Rosenberg asked if it would help once we get those positions filled. Boers responded that we will still be short staffed. We are going to have 3-4 times the amount of locates this year with the number of boring crews coming in. The Lead and Copper Rule is going to take 7 times more effort than what it has in the past to maintain compliance. The new Water Plant has 3-4 times more equipment than what we've had in the past. We aren't staffed for it, and he doesn't know what else he can do to bring the commission's attention to that.

Gehin thinks it's clear that the DNR doesn't care about our staffing levels, we just need to comply. It's going to be embarrassing if we can't comply due to staffing levels. Boers has given us warning that trying to comply was going to be extremely difficult.

Robinson requested that staff and administration develop recommendations relative to staffing to accomplish lead service line replacement and to address the ongoing operational issues and bring that back to the commission.

Rosenberg agreed and stated that the expectation is that we are in compliance and to understand how to get there concretely is very important. There have been job openings for a while so it's very important that we understand what is going on as she hears mixed reports from a variety of folks.

**7) Discussion on the Wastewater PFAS Sampling Results from December 2023.**

Brooks advised that the test results on the effluent reflected that it was below the proposed limits of the 8ppt. The bio solids are also below the limits of 16ng/g. Per the DNR if the bio solids are below the 16ng/g, there is no further action required. All of the testing periods have been less than that 16ng/g.

Brooks wanted to make a correction for the January 5, 2021 results, he misplaced the influent results on the report, those are actually the effluent results and he will make that correction on the next update.

**8) Discussion and Possible Action for Sole Sourcing of Magnesium Hydroxide.**

Brooks explained that this is the chemical used to maintain the PH and alkalinity within the wastewater treatment facility. The amount is \$252,000.00, which is the 2024 budgeted amount.

Gehin motioned to approve. Seconded by Herbst.

Motion carried 5-0.

**9) Discussion and Possible Action on the Water Savvy Campaign Initiatives.**

Herbst and Force came up with some ideas and suggestions for the public on how to save water. They would like to review and update the water saving practices that we previously sent as a flyer and perhaps on the billing statements. We've also talked about monthly billing and improving the reporting of water usage on the bills to make it easier to understand. Also, adding water saving tips in the city newsletter and maybe promote water savings through the local media.

Force brought up water used within the utility as he has heard citizens bring up concerns over the idea of them trying to save water and that the city itself should be trying conserve on water use as well.

Groat spoke about the struggle of going to a true monthly billing system as we're in the process of migrating to different meters and we're struggling with reading. It would be trying to accomplish reading monthly for the entire city. We could put something in the newsletter about splitting their bill and paying monthly.

Herbst asked where we are on replacing all the meters in the system. Boers responded about ¾ of the way through and it would cost about 1.6 million to replace what is left.

Force asked about the redesign of the bill to make it more easily understood. Boers said we could calculate cubic feet into gallons. We currently have one person that does the billing, if we go to monthly that would be a huge challenge going from 5,000 bills a month to 15,000. Groat reminded them of the increase in cost for postage, etc. as well.

**10) Discussion and Possible Action Approving the Rain Barrel Program and Associated Subsidy for Cost of the Rain Barrels.**

Lindman has been in touch with Rainwater Solutions, and they are willing to do the program just have we have in the past. They'll set up the website, we will provide the link to the public so they can order them. We are hoping to get the distribution done before Memorial Day weekend.

Force mentioned there is the day of distribution when people pick up their rain barrels and we do need people there to help. He's thinking we could get a Scout Troop or youth group as a service project to help us with that. It would take the burden off city employees.

Lindman advised staff could reach out to see if there is an organization that has interest in doing that.

Lindman said in the past, residents purchased for \$50, and the city would provide a subsidy of \$25. For non-residents they could purchase them but for the full cost of \$75.

Motion by Herbst to approve including the \$25 subsidy for rate payers. Seconded by Force.

Motion carried 5-0.

**11) Adjourn.**

Gehin motioned to adjourn. Seconded by Herbst.

Link to view meeting in its entirety: <https://tinyurl.com/wausaucitycouncil>

Michelle Weasler, Recording Secretary

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## **MEMORANDUM**

**TO:** President Rosenberg  
Commissioner Herbst  
Commissioner Force  
Commissioner Gehin  
Commissioner Robinson

**FROM:** Eric Lindman, P.E.  
Director of Public Works & Utilities

**SUBJECT:** Director's Report – March and April 2024

## **WATER & SEWER:**

On April 2<sup>nd</sup>, staff met with Mas Tech, who is installing fiber for Frontier this year. They are planning to install over 21 miles of fiber line from June through September. It is anticipated that this pace will be maintained for the next 2 ½ years.

\*This is only one of several contractors who will be doing this type of work here this year. Projected locates for this year and next could exhaust Water Utility and Sewer collection staff and resources\*. Frontier Communications will be boring everywhere within the City just as TDS did in 2020-2022. This will take one to two of our staff to complete these locates, as well as many other locates that already come in through diggers hotline that staff already struggle to complete during the summer months. Scheduled maintenance tasks performed within the collection system will suffer, potentially causing more sewer back-ups, creating unsafe work environments for other staff because of smaller crew size trying to keep up with daily tasks, and taking away from the time required to focus on the training and operations of the new TV Van equipment and software.

## **WATER DIVISION**

1. Update on the GAC Project- See Attached.
2. Update on the LSL Replacement Project. 2024 LSL replacement project is out for bid, bids due April 16, 2024. Contractor will be selected before the end of April.

Construction to begin in May 2024. Loan closing for the DNR SDW funding will need to be decided upon and loan closing will need to take place prior to June 30, 2024.

3. Current Recruitment for the Water Division:

Water Distribution Maintainer:

- First posting was unsuccessful. We offered to one candidate who initially accepted, then later declined, a second candidate who declined due to wages and the third choice had already accepted a position elsewhere. Second posting, we had 9 applicants, 3 of which we recently interviewed and were not selected, 3 applicants stated they would not be available to be on call (a position requirement) and 3 we will be able to interview. Interviews are anticipated the second week in April.

Water Plant Operations Technician:

- we had 9 applicants, 4 of which didn't meet qualifications, or we had interviewed recently and were not picked, leaving 5 invited for interviews. 4 accepted the invitation. Interviews are scheduled for the first week in April.
- We are also currently working to permanently fill our Senior Water Plant Operations Tech Position internally.

## WASTEWATER DIVISION

1. Wastewater Facility Construction Update: See attached.
2. The Wastewater Treatment Plant continues to discharge a quality effluent. Optimization throughout the plant continues to ensure a quality effluent is being discharged. Optimization is exemplified on the 2023 NR. 101 Environmental fees. The 2022 fees assessed were \$18,211.08 and the 2023 fees assessed are \$12,459.34. An overall savings of \$5,751.74 due to optimization throughout the plant and new plant efficiencies.
3. Wastewater Operations Technician:
  - Advertising for this vacant position commenced on 1/24/24.
  - Nine candidates interviewed for this position between 2/20/24 and 2/22/24.
  - First job offer made on 2/23/24 to a highly qualified local candidate. Market wage rate was offered to the candidate and offer was declined.
  - Second job offer made on 2/27/24 to another highly qualified local candidate. Market wage rate was also offered to this candidate and offer was declined.
  - Third job offer made and accepted on 3/1/24. Offer rescinded on April 1, 2024.
  - Fourth job offer made on 4/1/24. Waiting for a reply.
  - The surrounding wastewater utilities are offering higher competitive wages and benefit packages to attract and secure qualified candidates. The City of Wausau continues to lose out on these qualified candidates due to this.

4. Greenwood Hills Lift Station project commenced on January 29, 2024 with a project deadline of April 30, 2024. The Start-up date for Greenwood Hills is scheduled for the week of April 8, 2024. Northwestern Lift Station start up to follow shortly after.

# Invoice Status Report



## PFAS Response

City of Wausau, Wisconsin

Donohue Project Number 14066

4

### Invoice 14066-23

Period | January 28, 2024 – March 2, 2024

## Activities This Period

- Supported City as needed with communications and information.
- Conducted Internal Coordination Meetings as needed and provided Monthly Status Report.
- Responded to Requests for Information and clarification of construction documents.
- Developed Requests for Proposals (RFP) for coagulant room and polymer system modifications.
- Reviewed Contractor responses to RFPs for sodium hydroxide line heating, Structure 100 exposed exterior wall insulated metal wall system, interior lighting modifications, chlorine analyzer and sample line and fan location modifications.
- Reviewed Pay Application 5.
- Reviewed submittals and provided comments to Contractor.
- Reviewed Contractor requests for facility shutdown as needed.
- Provided on-site observation of construction, with Resident Project Representative (RPR) at site while Contractor and Subcontractors performing major construction activities including facility shutdowns, underground facility installations and RPR staff on site to observe Contractor progress and answer Contractor questions.
- Transmitted procurement request for Granular Activated Carbon fill of PFAS treatment vessels including request for proposal, cost form, granular activated carb specification to vendors and addressed vendor questions.
- Developed recommendations and timeline for closing Safe Drinking Water Loan Program (SDWLP) Emerging Contaminant program loans utilizing funding from State Fiscal Years 2023 and 2024; provided coordination of closing timeline with Wisconsin Department of Natural Resources, City and financial advisor.
- Advanced resin disposal process with presentation to Water Works Commission, coordination of testing of resin, and coordination with vendors.
- Coordinated with US EPA representative for Congressionally Directed Spending grant.
- Developed alkaline brine regeneration process and equipment requirements.
- Continued development of cost estimates for clean-in-place process for air stripper media.
- Reviewed Contractor and vendor proposals for changing GAC valve supplier due to delay in valve availability; this requires modification of GAC system face piping and consideration of changes in piping dimensions.
- Attended monthly construction progress meeting and on site meeting with Contractor as necessary.

## Activities Next Period

- Support City as needed with communications and information.
- Conduct internal Weekly Coordination Meetings as needed and provide Monthly Status Report.
- Prepare summary of information for resin disposal and provide presentation at Water Works Commission.
- Provide construction related services including on-site observation, review of submittals, consideration of requests for information, processing change orders and pay applications.

# Invoice Status Report

## PFAS Response

City of Wausau, Wisconsin

Donohue Project Number 14066

4

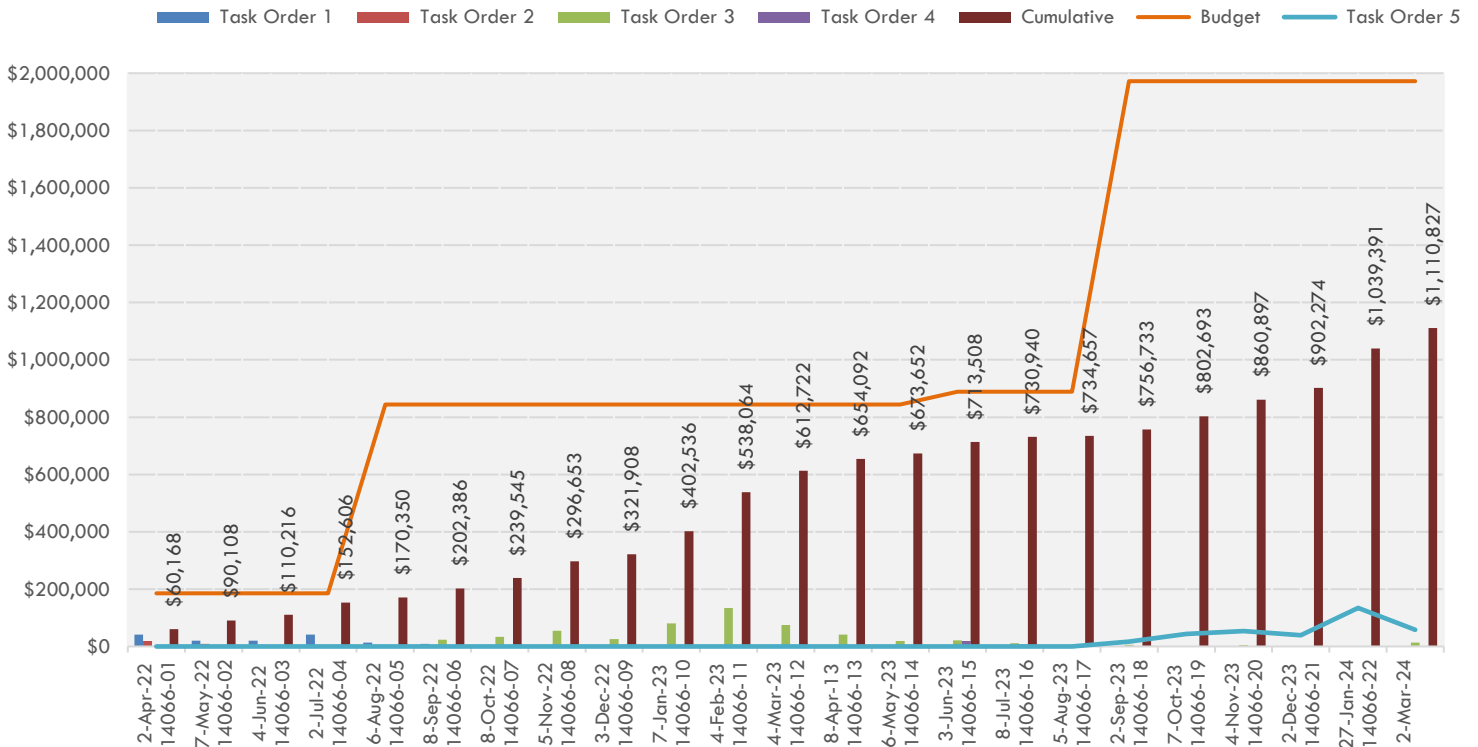
### Invoice 14066-23

Period | January 28, 2024 – March 2, 2024

- Continue review of RFPs as needed and develop RFPs as needed.
- Continue support of funding activities including Safe Drinking Water Loan and advancing toward loan closing.

## Budget Status

### Engineering Budget





# Invoice Status Report



## PFAS Response

City of Wausau, Wisconsin

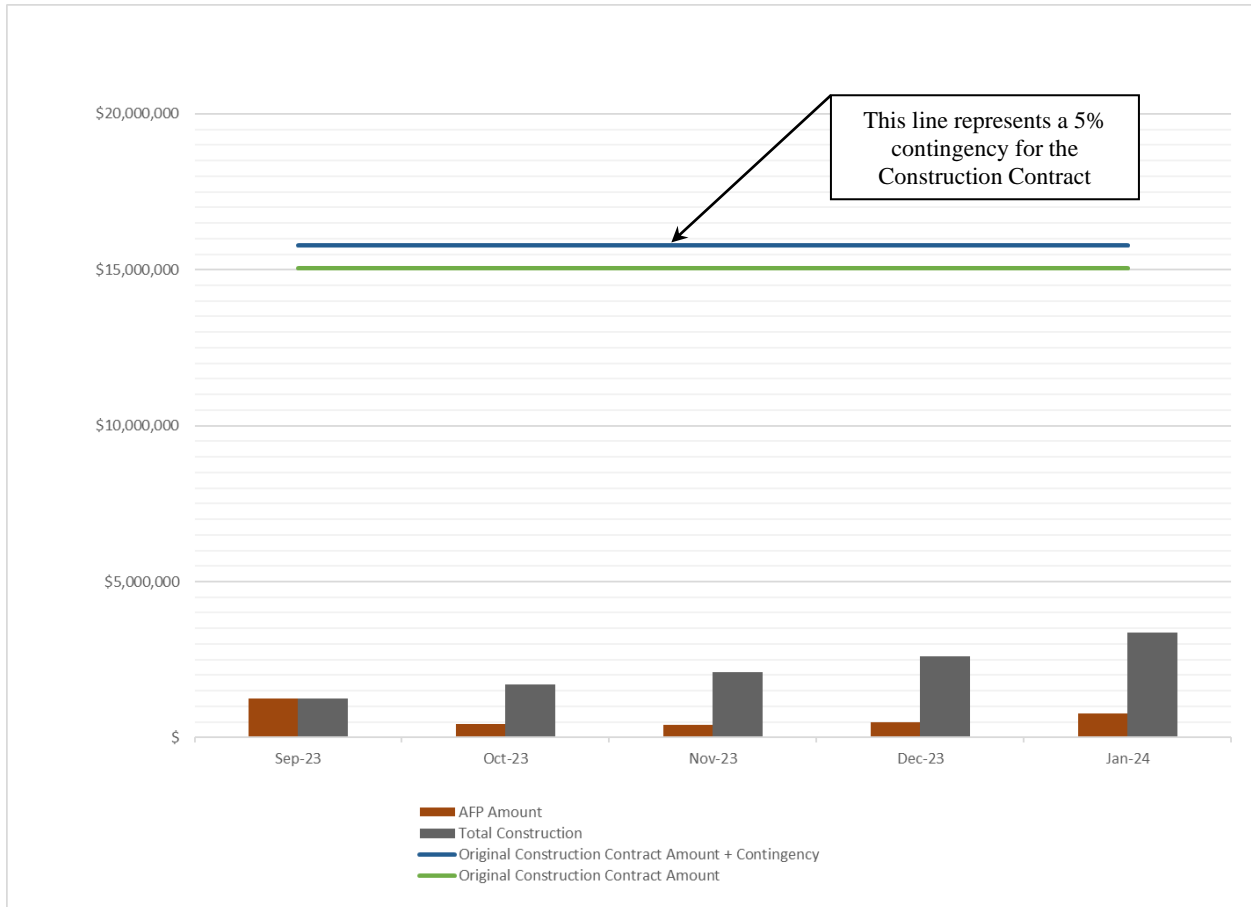
Donohue Project Number 14066

4

### Invoice 14066-23

Period | January 28, 2024 – March 2, 2024

#### Construction



## Invoice Status Report

### PFAS Response

City of Wausau, Wisconsin

Donohue Project Number 14066

4

Invoice 14066-23

Period | January 28, 2024 – March 2, 2024

### Photo Log

The photos below represent the construction activities that have taken place thus far.



New 3" and 4" (total 3) conduit runs through the Mechanical Room of Structure 100 (Process Building) for new pumps, equipment and power to feed the new Structure 120 (PFAS Treatment Building).



Ellis Construction decided to shorten the Winter wait on construction due to the extremely mild winter, grade has been brought up to begin construction on center column foundations and trench drains in Structure 120.



# Invoice Status Report

## PFAS Response

City of Wausau, Wisconsin

Donohue Project Number 14066

4

**Invoice 14066-23**  
Period | January 28, 2024 – March 2, 2024



New 1" Natural Gas line installed on roof of Str 100 to provide gas to Structure 120.



New 20" PFAs Effluent and Influent tie-ins installed with valves and painted.



# Invoice Status Report

## PFAS Response

City of Wausau, Wisconsin

Donohue Project Number 14066

4

**Invoice 14066-23**  
Period | January 28, 2024 – March 2, 2024



Rebar for north Structure 120 trench drain being installed.



Indirect heat has been utilized to ensure rebar, structural fill and any concrete stays warm and above 32°F.



# Invoice Status Report

## PFAS Response

City of Wausau, Wisconsin

Donohue Project Number 14066

4

Invoice 14066-23

Period | January 28, 2024 – March 2, 2024



Rebar set and concrete pours concluded for the three center column support foundations in Structure 120.



Masonry mock-up completed to show how new Structure 120 block compares to current Structure 100 block.



# Invoice Status Report

## PFAS Response

City of Wausau, Wisconsin

Donohue Project Number 14066

4

**Invoice 14066-23**  
Period | January 28, 2024 – March 2, 2024



Underslab sanitary and venting installed in Structure 120, rebar formwork started for concrete encasement.



Three 4" electrical conduit runs cored through floor and junction box set to bring power to the three new Filtered Water Pumps in the basement of Structure 100.



# Invoice Status Report

## PFAS Response

City of Wausau, Wisconsin

Donohue Project Number 14066

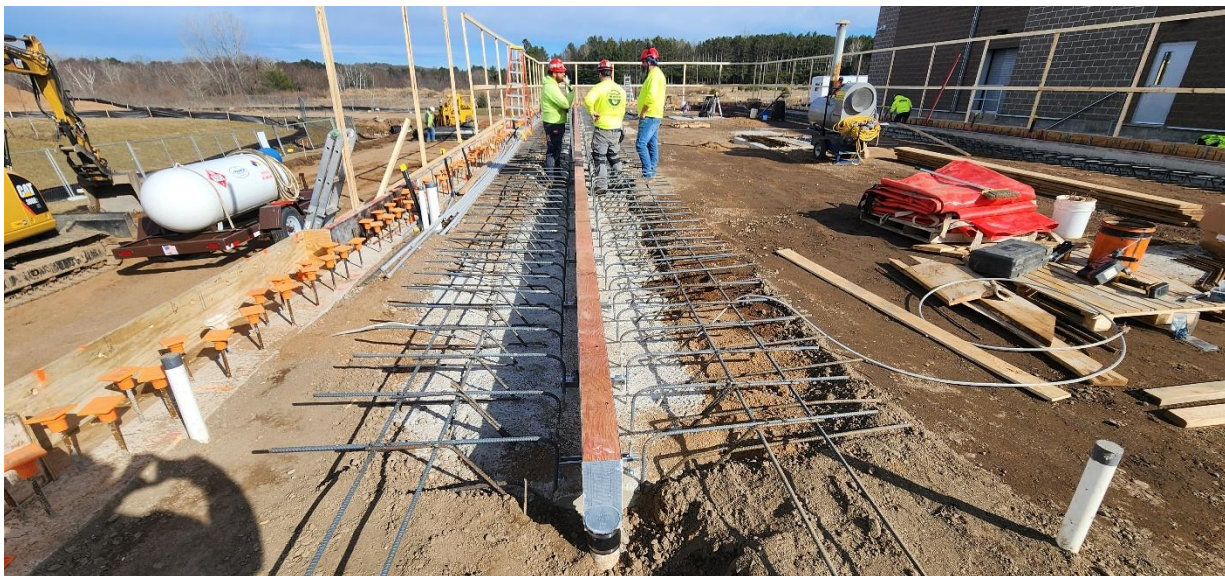
4

Invoice 14066-23

Period | January 28, 2024 – March 2, 2024



South side door stoop foundation walls for Structure 120 rebar set and formwork installed.



North and south trench drains installed and anchored to the top of trench drain base concrete in Structure 120.



# INVOICE



3311 Weeden Creek Road  
Sheboygan, WI 53081  
Phone: 920-208-0296  
www.donohue-associates.com

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<b>Invoice To:</b>	<b>Invoice Date:</b>	March 8, 2024
City of Wausau	<b>Donohue Project No.:</b>	14066
Attn: Eric Lindman	<b>Invoice No:</b>	14066-23
407 Grant Street	<b>Project Manager:</b>	Susan Wojtkiewicz
Wausau, WI 54403	<b>Terms:</b>	Net 30 Days
	<b>Billing Period:</b>	01/28/24 - 03/02/24

**Project Description:** Continuing Services Agreement

**Your Authorization:** Continuing Professional Services Agreement, Signed 03/17/22  
Task Order No. 1, Signed 03/17/22  
Task Order No. 2, Signed 03/18/22  
Task Order No. 3, Signed 07/21/22  
Task Order No. 4, Signed 05/16/23  
Task Order No. 5, Signed 08/09/23

<b>Compensation:</b>	Task Order No. 1 - Time and Expense Not-to-Exceed	\$	155,375.00
	Task Order No. 2 - Time and Expense Not-to-Exceed	\$	30,000.00
	Task Order No. 3 - Time and Expense Not-to-Exceed	\$	658,695.00
	Task Order No. 4 - Time and Expense Not-to-Exceed	\$	44,920.00
	Task Order No. 5 - Time and Expense Not-to-Exceed	\$	1,083,284.00
	Total	\$	1,972,274.00

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<b>Billing Summary:</b>	Total Charges to Date	\$	1,110,826.84
	Charges Previously Billed	\$	1,039,390.83
	Current Charges	\$	71,436.01
	<b><u>Task Order No. 1</u></b>	\$	155,375.00
	Total Charges to Date	\$	152,354.26
	Charges Previously Billed	\$	152,354.26
	Labor (hours)	\$	-
	Reimbursable Expenses	\$	-
	Subconsultants	\$	-
	<b>Total</b>	\$	-
	<b><u>Task Order No. 2</u></b>	\$	30,000.00
	Total Charges to Date	\$	30,000.00
	Charges Previously Billed	\$	30,000.00
	<b><u>Task Order No. 3</u></b>	\$	658,695.00
	Total Charges to Date	\$	552,344.09
	Charges Previously Billed	\$	539,285.86
	Labor (35.5 hours)	\$	7,277.50
	Reimbursable Expenses	\$	-
	Permit Fees	\$	-
	Subconsultants	\$	5,780.73
	<b>Total</b>	\$	13,058.23

<b><u>Task Order No. 4</u></b>	\$	44,920.00
Total Charges to Date	\$	30,197.50
Charges Previously Billed	\$	30,197.50
Labor (hours)	\$	-
Reimbursable Expenses	\$	-
Subconsultants	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>
<b><u>Task Order No. 5</u></b>	\$	1,083,284.00
Total Charges to Date	\$	345,930.99
Charges Previously Billed	\$	287,553.21
Labor (309.5 hours)	\$	56,712.50
Reimbursable Expenses	\$	1,665.28
Subconsultants	\$	-
<b>Total</b>	<b>\$</b>	<b>58,377.78</b>
<b>Current Charges Due</b>	<b>\$</b>	<b>71,436.01</b>

*Please Remit to:*

**Donohue & Associates, Inc.**  
**3311 Weeden Creek Road**  
**Sheboygan, WI 53081**  
**Phone: 920-208-0296**  
**Fax: 920-208-0402**

<b><u>Aged Receivables</u></b>				
<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 days</u>	<u>&gt;120 days</u>
\$71,436.01	\$0.00	\$0.00	\$0.00	\$0.00

# Project Status Report



## Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | January 7, 2024 – February 10, 2024

Invoice 80

### Engineer Activities This Period

- The Project is currently in its Correction Period, and Warranty Items continue to be added and addressed by the Contractor.
- The Engineer’s application engineering staff continues to make SCADA edits for various systems as unit process systems are being operated.
- The Engineer’s operations staff continues to develop final standard operating procedures (SOPs).
- Continued to assist Owner with WDNR Class A biosolids approval.

### Engineer Near-Term Activities

- Assist with Warranty Items List.
- Issue final SOPs.
- Complete and deliver Record Drawings.
- Provide final zero dollar pay application and closeout letter to Owner.
- Submit CWF final disbursement request(s).

# Project Status Report

## Wastewater Treatment Facility Improvements Project – Engineer During Construction

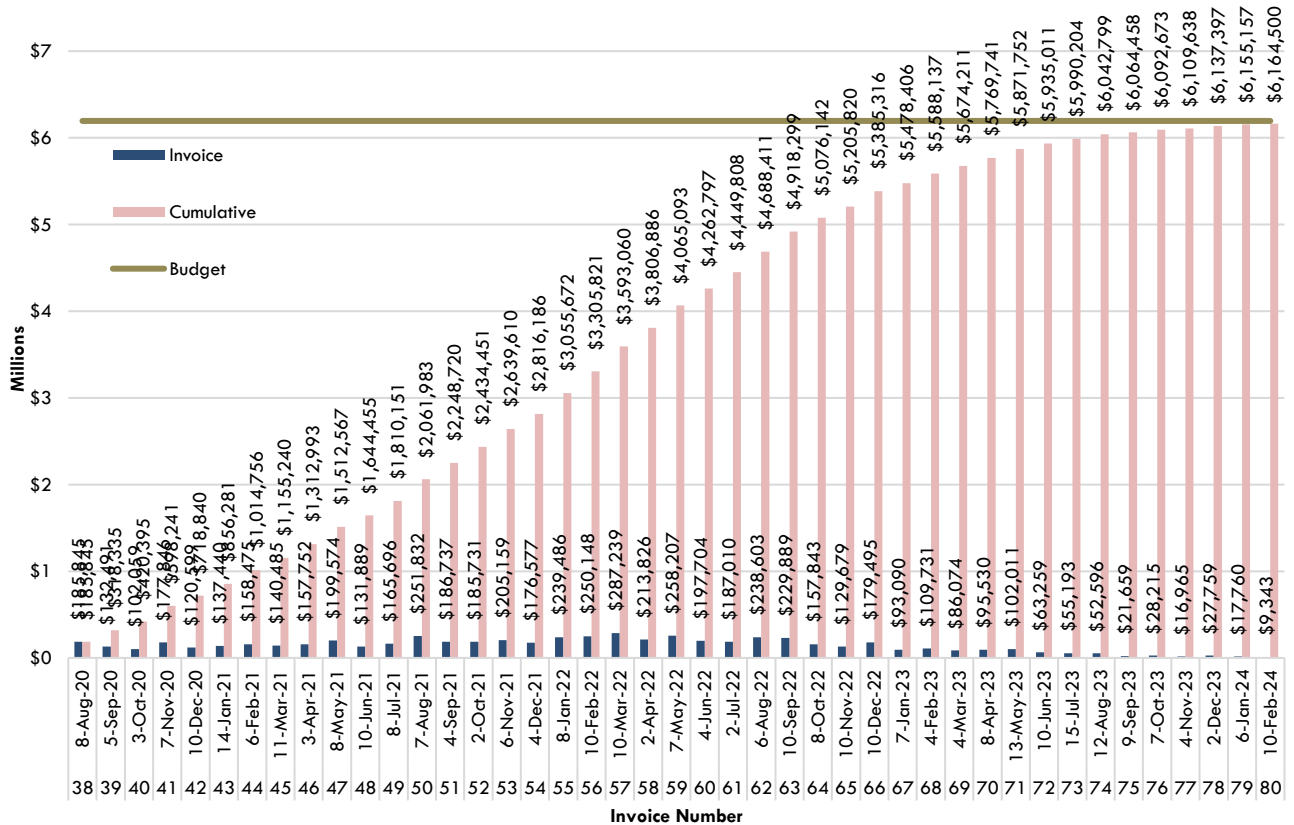
City of Wausau, Wisconsin

Donohue Project Number 13229

**Period** | January 7, 2024 – February 10, 2024  
**Invoice 80**

### Project Related Budget Snapshot

#### Construction Engineering Budget



# Project Status Report

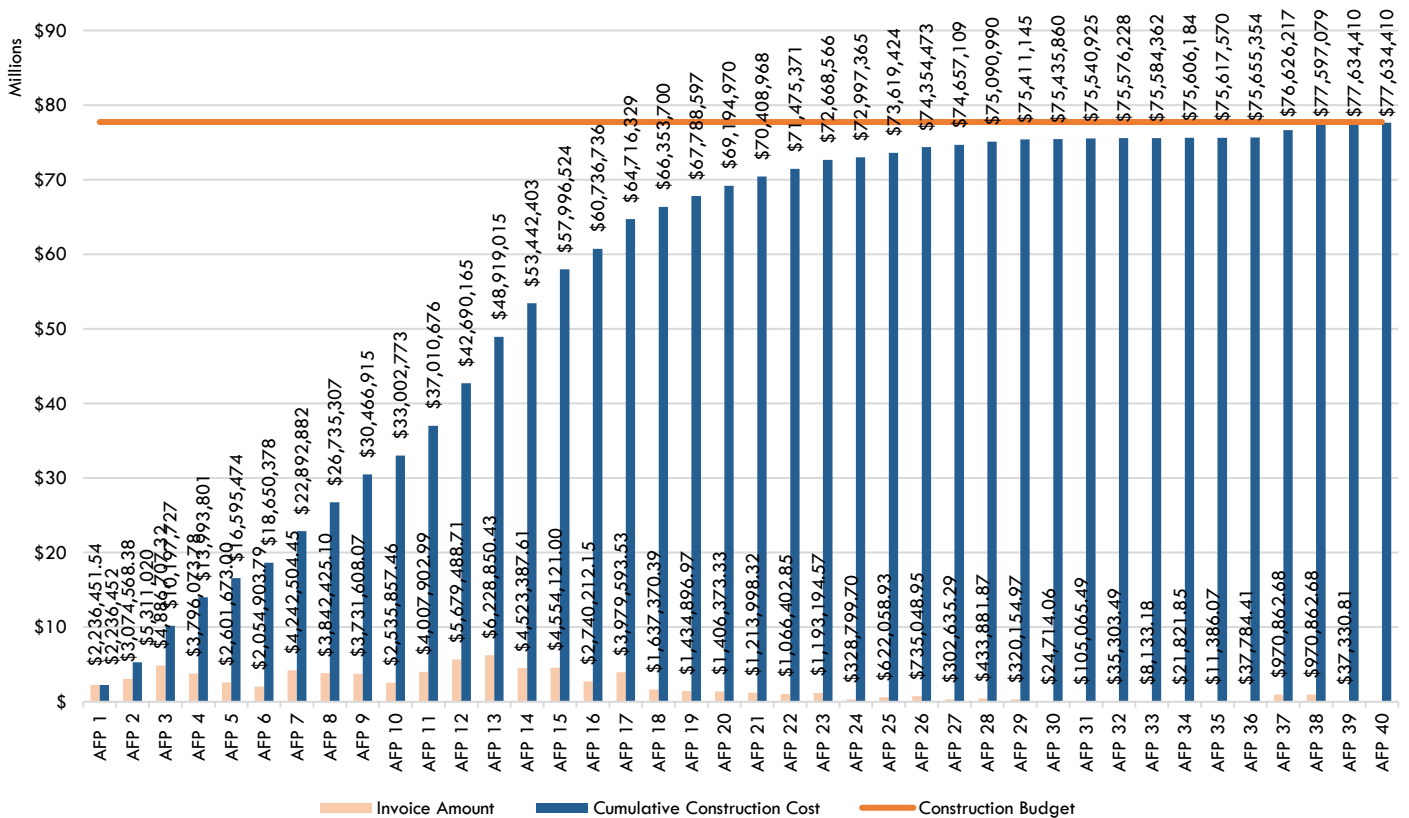
## Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

**Period** | January 7, 2024 – February 10, 2024  
**Invoice 80**

### Construction Budget: Pay Applications Approved by Engineer



# Project Status Report

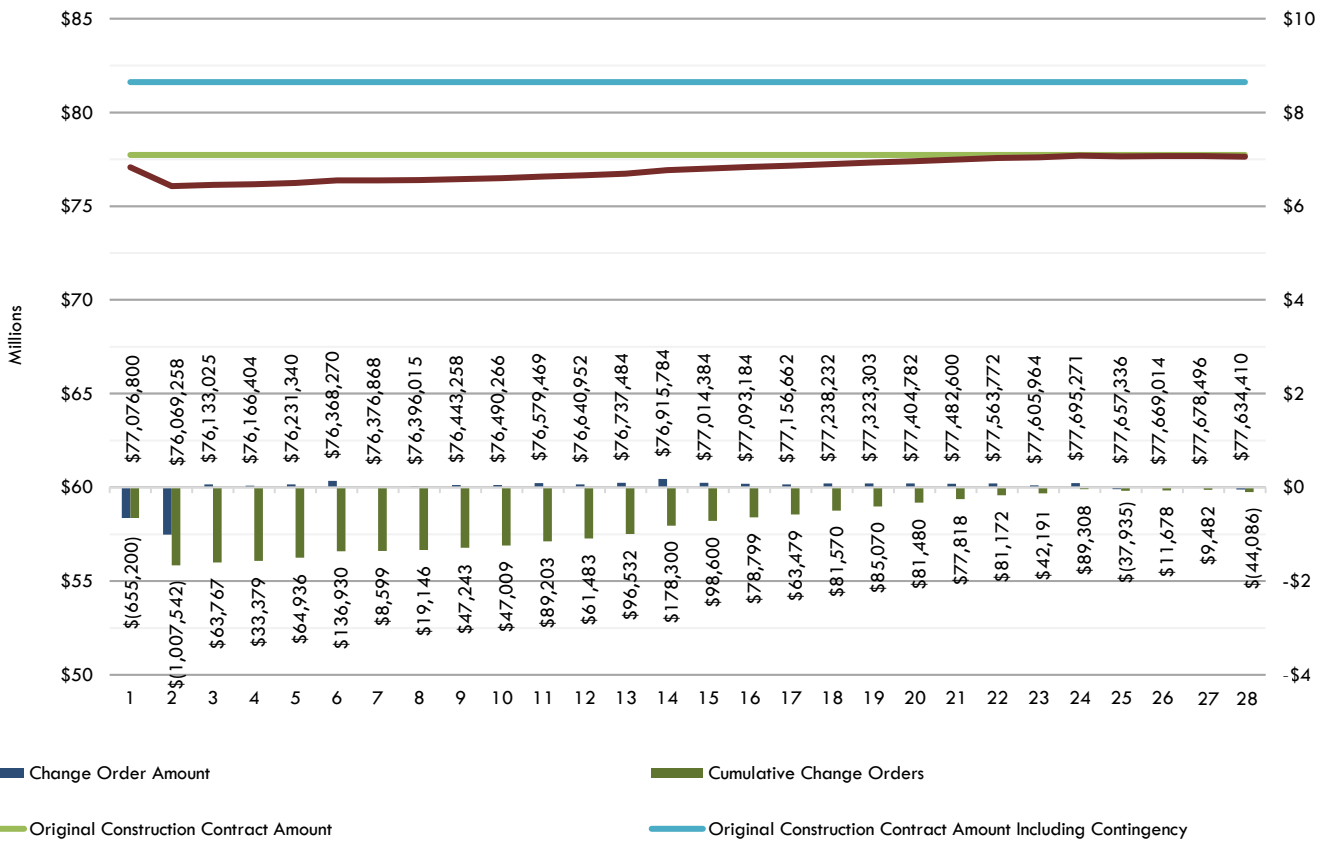
## Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

**Period** | January 7, 2024 – February 10, 2024  
**Invoice 80**

### Overall Project Budget



### Budget Notes:

1. No budget issues at this time.

### Remarks

1. Construction is complete except for punch list corrective work; therefore, construction photographs are no longer beneficial to document project progress.

# INVOICE



3311 Weeden Creek Road  
Sheboygan, WI 53081  
Phone: 920-208-0296  
www.donohue-associates.com

**Invoice To:**

City of Wausau  
Attn: Ben Brooks  
407 Grant Street  
Wausau, WI 54403

**Invoice Date:**

February 14, 2024

**Donohue Project No.:**

13229

**Invoice No:**

13229-80

**Project Manager:**

Mike Gerbitz

**Terms:**

Net 30 Days

**Billing Period:**

01/07/24 - 02/10/24

**Project Description:**

Wastewater Facilities Plan & Design

**Your Authorization:**

Engineering Services Agreement, Signed 03/29/17  
Amendment No. 1, Signed 06/28/18  
Amendment No. 2, Signed 03/05/19  
Amendment No. 3, Signed 01/27/20  
Amendment No. 4, Signed 05/07/20  
Permit Review Fees Payment Request, 02/27/20

**Compensation:**

Time and Expense	\$	129,220.00
Time and Expense	\$	984,565.00
Time and Expense	\$	3,323,900.00
Time and Expense	\$	4,351,831.00
Time and Expense	\$	1,843,325.00
Permit Review Fees	\$	12,534.50
Total	\$	10,645,375.50

**Billing Summary:**

Total Charges to Date	\$	10,615,735.05
Charges Previously Billed	\$	10,606,391.71
Current Charges	\$	9,343.34

**Summary of Current Charges**

Labor (45.5 hours)	\$	8,630.00
Reimbursable Expenses	\$	-
Permit Review Fees	\$	-
Subconsultants	\$	713.34
Total	\$	9,343.34

<b>Current Charges Due</b>	<b>\$</b>	<b>9,343.34</b>
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**Please Remit to:**

Donohue & Associates, Inc.  
3311 Weeden Creek Road  
Sheboygan, WI 53081  
Phone: 920-208-0296  
Fax: 920-208-0402



**Aged Receivables**

<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 days</u>	<u>≥120 days</u>
\$9,343.34	\$17,760.00	\$27,759.19	\$0.00	\$0.00

Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | February 11, 2024 – March 9, 2024

Invoice 81

**Engineer Activities This Period**

- The Project is currently in its Correction Period, and Warranty Items continue to be added and addressed by the Contractor.
- The Engineer’s application engineering staff continues to make SCADA edits for various systems as unit process systems are being operated.
- The Engineer’s operations staff continues to develop final standard operating procedures (SOPs).
- Submitted Clean Water Fund disbursement request.

**Engineer Near-Term Activities**

- Assist with Warranty Items List; status meetings scheduled for Mechanical and Electrical Items. On-site pavement review with Contractor scheduled for the end of April.
- Issue final SOPs.
- Print and deliver Record Drawings.
- Provide final zero dollar pay application and closeout letter to Owner.
- Assist Owner with WDNR Class A biosolids approval by preparing Dryer Trends since previous WDNR meeting.
- Submit CWF final disbursement request(s).

# Project Status Report

## Wastewater Treatment Facility Improvements Project – Engineer During Construction

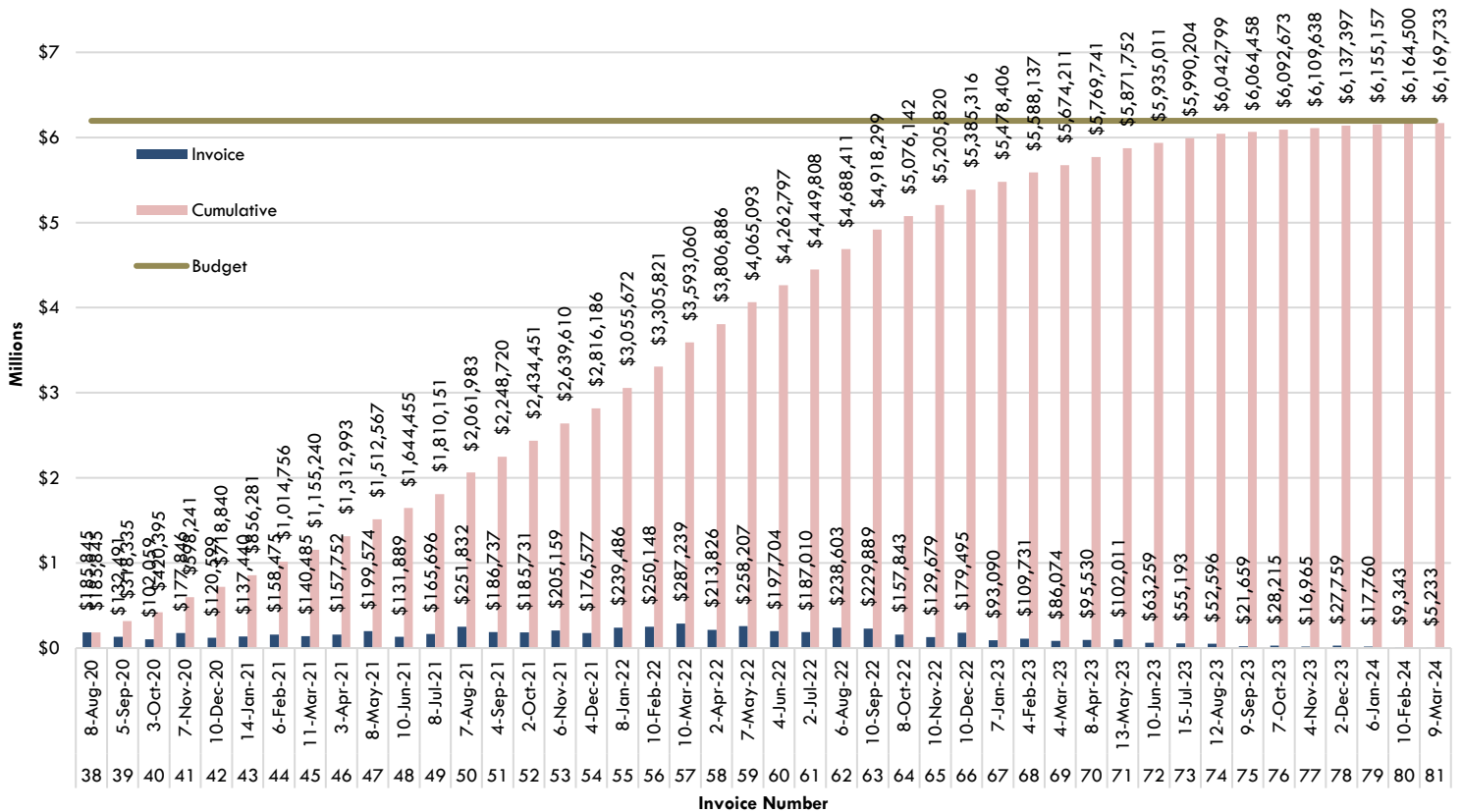
City of Wausau, Wisconsin

Donohue Project Number 13229

Period | February 11, 2024 – March 9, 2024  
Invoice 81

### Project Related Budget Snapshot

#### Construction Engineering Budget



# Project Status Report

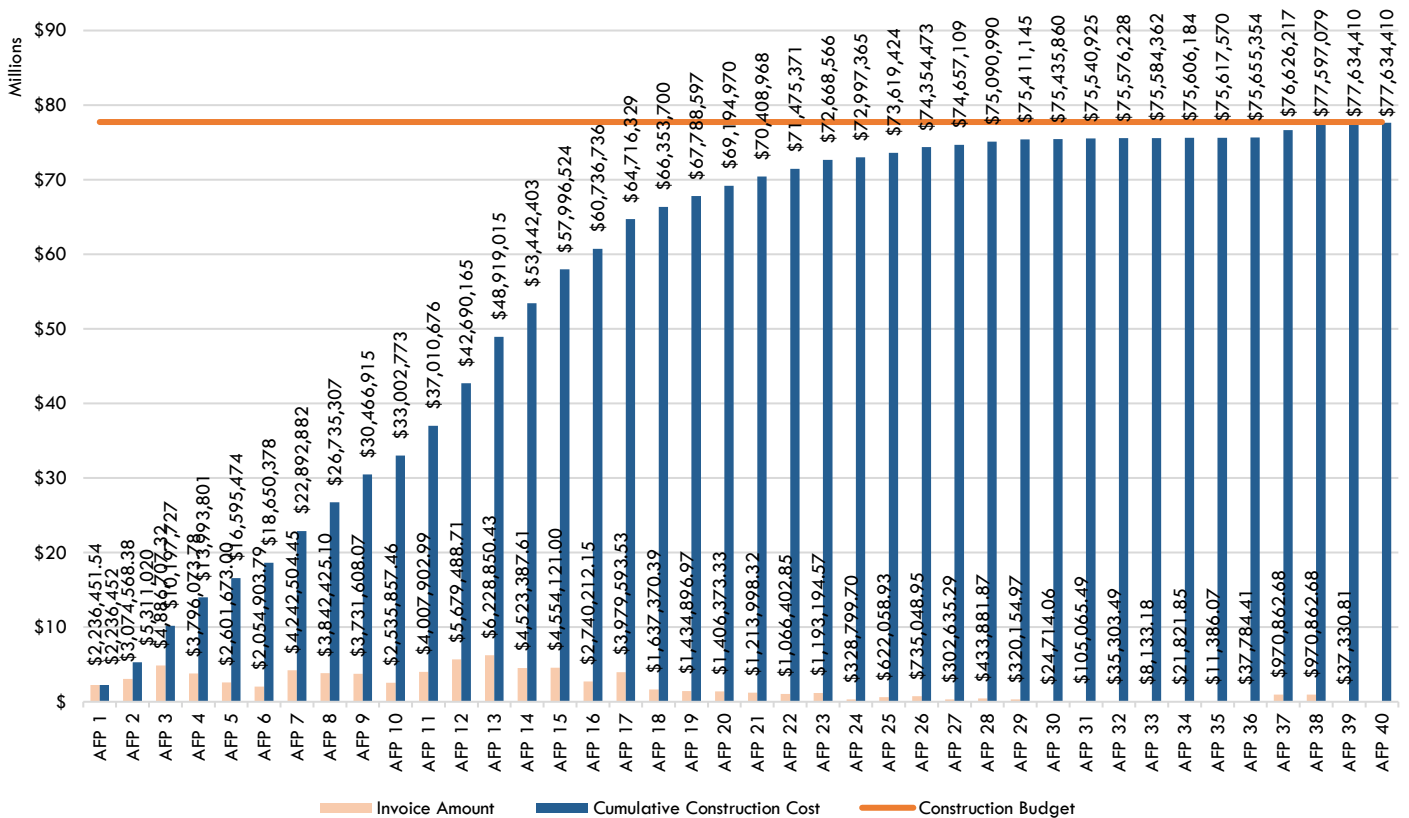
## Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | February 11, 2024 – March 9, 2024  
**Invoice 81**

### Construction Budget: Pay Applications Approved by Engineer



# Project Status Report

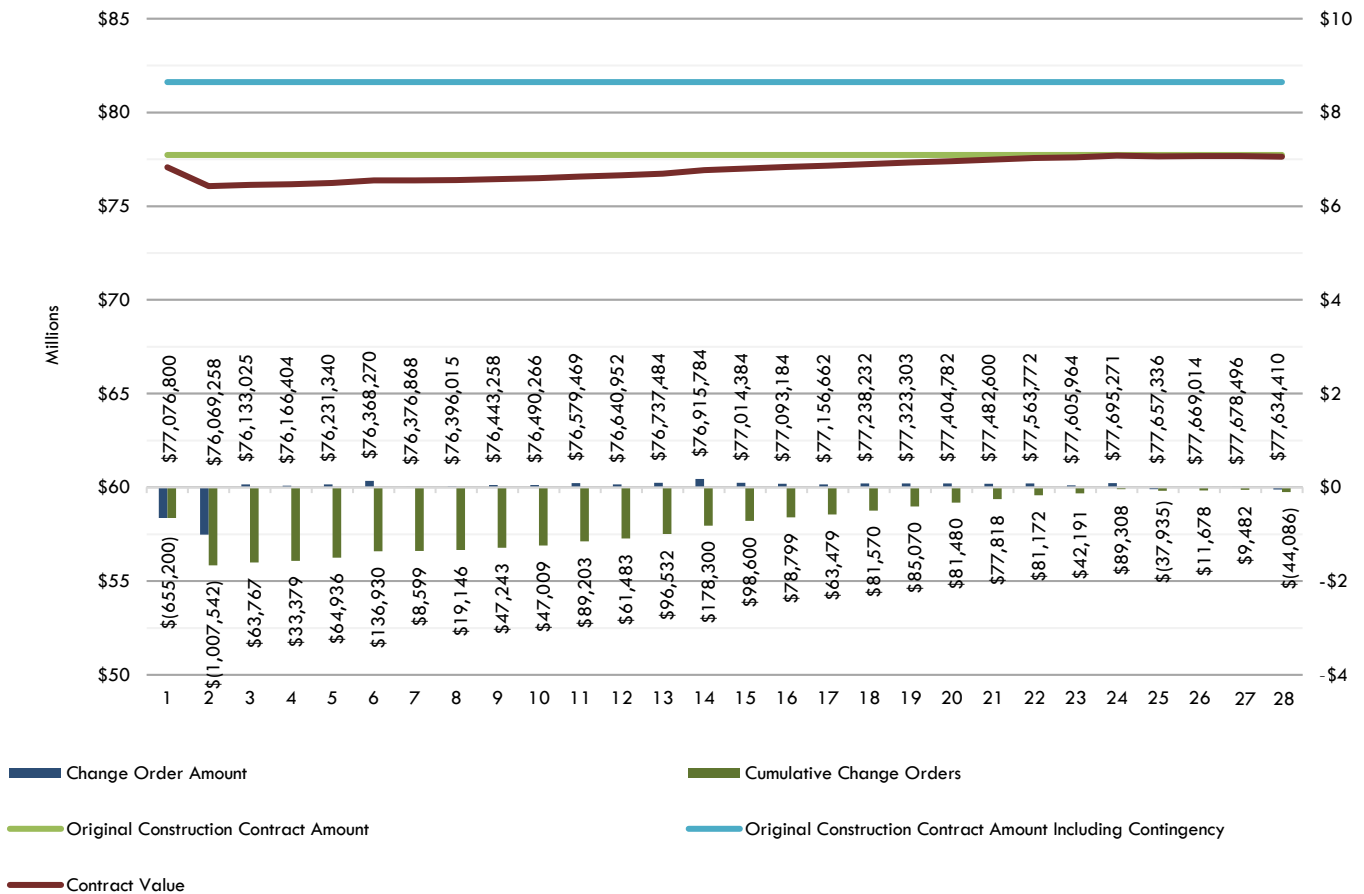
## Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | February 11, 2024 – March 9, 2024  
**Invoice 81**

### Overall Project Budget



### Budget Notes:

1. No budget issues at this time.

### Remarks

1. Construction is complete except for punch list corrective work; therefore, construction photographs are no longer beneficial to document project progress.

# INVOICE



3311 Weeden Creek Road  
Sheboygan, WI 53081  
Phone: 920-208-0296  
www.donohue-associates.com

**Invoice To:**

City of Wausau  
Attn: Ben Brooks  
407 Grant Street  
Wausau, WI 54403

**Invoice Date:**

March 15, 2024

**Donohue Project No.:**

13229

**Invoice No:**

13229-81

**Project Manager:**

Mike Gerbitz

**Terms:**

Net 30 Days

**Billing Period:**

02/11/24 - 03/09/24

**Project Description:**

Wastewater Facilities Plan & Design

**Your Authorization:**

Engineering Services Agreement, Signed 03/29/17  
Amendment No. 1, Signed 06/28/18  
Amendment No. 2, Signed 03/05/19  
Amendment No. 3, Signed 01/27/20  
Amendment No. 4, Signed 05/07/20  
Permit Review Fees Payment Request, 02/27/20

**Compensation:**

Time and Expense	\$	129,220.00
Time and Expense	\$	984,565.00
Time and Expense	\$	3,323,900.00
Time and Expense	\$	4,351,831.00
Time and Expense	\$	1,843,325.00
Permit Review Fees	\$	12,534.50
Total	\$	10,645,375.50

**Billing Summary:**

Total Charges to Date	\$	10,620,967.55
Charges Previously Billed	\$	10,615,735.05
Current Charges	\$	5,232.50

**Summary of Current Charges**

Labor (26.0 hours)	\$	5,232.50
Reimbursable Expenses	\$	-
Permit Review Fees	\$	-
Subconsultants	\$	-
Total	\$	5,232.50

<b>Current Charges Due</b>	<b>\$</b>	<b>5,232.50</b>
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**Please Remit to:**

Donohue & Associates, Inc.  
3311 Weeden Creek Road  
Sheboygan, WI 53081  
Phone: 920-208-0296  
Fax: 920-208-0402

**Aged Receivables**

<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 days</u>	<u>≥120 days</u>
\$5,232.50	\$9,343.34	\$0.00	\$0.00	\$0.00



## Gina Vang

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**From:** Gina Vang  
**Sent:** Wednesday, April 10, 2024 9:00 AM  
**To:** Gina Vang  
**Subject:** FW: Utility - Revenue Available for Debt Service

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**From:** Eric Lindman <[Eric.Lindman@ci.wausau.wi.us](mailto:Eric.Lindman@ci.wausau.wi.us)>  
**Sent:** Wednesday, April 10, 2024 8:46 AM  
**To:** Katie Rosenberg <[Katie.Rosenberg@ci.wausau.wi.us](mailto:Katie.Rosenberg@ci.wausau.wi.us)>; James Force <[jim.force@aol.com](mailto:jim.force@aol.com)>; Joe L Gehin <[jlgehin3@gmail.com](mailto:jlgehin3@gmail.com)>; John Robinson <[John.Robinson@co.marathon.wi.us](mailto:John.Robinson@co.marathon.wi.us)>; Dawn Herbst <[Dawn.Herbst@ci.wausau.wi.us](mailto:Dawn.Herbst@ci.wausau.wi.us)>  
**Cc:** MaryAnne Groat <[mgroat@ci.wausau.wi.us](mailto:mgroat@ci.wausau.wi.us)>; Scott Boers <[Scott.Boers@ci.wausau.wi.us](mailto:Scott.Boers@ci.wausau.wi.us)>; Ben Brooks <[Ben.Brooks@ci.wausau.wi.us](mailto:Ben.Brooks@ci.wausau.wi.us)>; Gina Vang <[Gina.Vang@ci.wausau.wi.us](mailto:Gina.Vang@ci.wausau.wi.us)>; Michelle Weasler <[Michelle.Weasler@ci.wausau.wi.us](mailto:Michelle.Weasler@ci.wausau.wi.us)>; Anne Jacobson <[Anne.Jacobson@ci.wausau.wi.us](mailto:Anne.Jacobson@ci.wausau.wi.us)>; James Henderson <[James.Henderson@ci.wausau.wi.us](mailto:James.Henderson@ci.wausau.wi.us)>  
**Subject:** Utility - Revenue Available for Debt Service  
**Importance:** High

Gina, could you print out hard copies of the attached and print copies of this email for the commissioners and hand them out ahead of the meeting? thank you!

Mayor/Commissioners,

At the commission today we will be discussing the attached. Ehler's prepared the information but is not available to attend our meeting due to prior commitments. This is a preliminary analysis from Ehler's showing our available revenue for debt service at the utility. This information is to help understand if taking the DNR loans for our projects in 2024 would be affordable to the utility. Based on this we have more than enough debt capacity to accept the grant/loans. As you will read in Ehler's memo a more in depth analysis will be presented to the city council in August once we have established a 5-year capital plan and are developing our 2-year operating budget. This is good news for us and shows our rate structure is strong and we should not have to worry about any rate increases anytime soon. The other piece to look at is the addition of staff will have minimal impact on our budget at the utility, especially if we implement staff increases over time and evaluate impact on operations annually.

The only project that is not included in the debt service calculation is the LSL replacement project. This project is not eligible to use user rates for the private side replacement so the loan portion of the LSL replacement project will need to be funded by another source. I am hoping to get your consensus that we should move forward with the loan closings for each of the projects we received principle forgiveness funds to complete. The loan closing deadlines are June 2024. Next steps would be to bring to Finance and council for final approval.

This information will be very helpful for us preparing our 5-year capital plan which I expect to bring forward in the next month or so for your review and approval.

<b>WDNR Environmental Loan Fund - 2023/2024 Projects</b>			
<b>Clean Water Fund (CWF)</b>			
<b>Project Description</b>	<b>WDNR Loan</b>	<b>WDNR PF</b>	<b>Other</b>
Stewart Ave Sewer/Force Main	\$1,324,920.00	\$567,823.00	\$0.00
WWTP Headworks Screening	\$1,375,167.00	\$3,208,723.00	\$800,000.00
Eau Claire Blvd Sewer	\$904,490.00	\$157,010.00	\$0.00
<b>Total CWF =</b>	<b>\$3,604,577.00</b>	<b>\$3,933,556.00</b>	<b>\$800,000.00</b>
<b>Safe Drinking Water Fund (SDWF)</b>			
<b>Project Description</b>	<b>WDNR Loan</b>	<b>WDNR PF</b>	<b>Other</b>
LSL Replacement	\$2,148,950.00	\$3,641,078.00	\$0.00
GAC Treatment	\$12,831,091.00	\$4,737,025.00	\$0.00
<b>Total SDWF =</b>	<b>\$14,980,041.00</b>	<b>\$8,378,103.00</b>	<b>\$0.00</b>
<b>Total CWF &amp; SDWF =</b>			
	<b>\$18,584,618.00</b>	<b>\$12,311,659.00</b>	

***Eric Lindman, P.E.***  
 Director of Public Works & Utilities  
 City of Wausau  
 407 Grant St.  
 Wausau, WI 54403-4783  
 P: 715-261-6745  
 C: 715-292-2606

## MEMORANDUM

**TO: City of Wausau, WI Water Works Commission**

**FROM: Brian Roemer, Senior Municipal Advisor, Ehlers**

**DATE: April 10, 2024**

**SUBJECT: 2024 Environmental Improvement Fund Program Loans**

---

In late 2023 the City of Wausau, WI requested Ehlers complete a Long-Range Cash Flow Analysis in 2024 for the Water and Sewer Utilities. Part of the analysis is to identify the ability to fund upcoming capital projects including the anticipated Safe Drinking Water Fund and Clean Water Fund Loans through the Wisconsin Department of Natural Resources. Prior to this engagement Ehlers has completed the following analysis for the utilities:

- 2020 Water and Sewer Rate Studies which included a Conventional Rate Case through the Wisconsin Public Service Commission for the Water Utility
- 2023 Water and Sewer Rate Studies which included a Conventional Rate Case through the Wisconsin Public Service Commission for the Water Utility

The WI DNR EIF program offers funding for necessary utility infrastructure in a competitive process against other municipalities based on a scoring system. Upon qualification and acceptance through the WI DNR the utilities can receive principal forgiveness (grant funding) and subsidized interest rates for up to 30 years pending the design life of the individual project. The loans are not prepayable and therefore many communities will issue the loans pledging the revenues of the utility system (absent any other abatement sources) rather than pledging a General Obligation pledge to secure their General Obligation borrowing capacity. As a revenue bond and in order to secure the funding through the WI DNR program the utility must prove at the time of loan closing it has adequate revenues available for debt service through the Additional Bonds Test. Wherein based on the last fiscal year revenues available for debt service are set to the amount designated in the originating revenue bond resolution above existing and projected debt service (of the loan in question). As depicted in Appendix A and B both utilities meet the Additional Bonds Test based on the loan amounts furnished by City staff on April 9, 2024 and no utility rate adjustments are necessary to close the loans. From this point forward the City will coordinate with Ehlers, Donahue (engineering firm), Bond Counsel (Quarles), and the state to finalize loan documents to be presented to Council for their acceptance at a later date likely a May or June meeting.

Beyond the 2024 EIF Loans, the 2024 Long-Range Cash Flow Analysis is intended to:

- Continue to analyze the utilities ability to fund existing and projected obligations.
- Analyze the impacts of the operation budget increases for adding staff as was recommended by the Baker Tilly Staffing Assessment.
- Make recommendations on revenue adjustments as necessary.
- Identify the impacts of the recommendations to rate payers as necessary.

Based on the discussion at the 11/21/2023 Council meeting this analysis will be delivered in August 2024.



<b>Annual Debt Service Schedule</b>						
<i>City of Wausau, WI</i>						
		Commercial Market	Commercial Market	SDWFLP	SDWFLP	
		Water Rev	Water Rev	Water Rev	Water Rev	Annual
		\$4,815,000	\$2,695,000	\$43,399,238	\$13,000,000	Debt Service
		Series 2017C	Series 2019D	Proj. No. 4930-09	Proj. No. 4930-19	Total
Year	Dated	Dated 12/05/2017	Dated 10/01/2019	Dated 5/3/2017	Dated 6/26/2024	Total
1	2024	491,375.00	176,831.26	2,863,230.63	96,822.92	3,628,259.81
2	2025	489,875.00	177,131.26	2,865,389.31	800,549.69	4,332,945.26
3	2026	487,775.00	172,331.26	2,865,051.37	800,428.36	4,325,585.99
4	2027	151,875.00	172,431.26	2,864,707.47	800,304.45	3,989,318.18
5	2028	148,025.00	168,056.26	2,864,357.54	800,177.87	3,980,616.67
6	2029	154,575.00	169,231.26	2,864,001.43	800,048.58	3,987,856.27
7	2030	150,975.00	165,981.26	2,863,639.05	799,916.51	3,980,511.82
8	2031	147,375.00	168,246.88	2,863,270.30	799,781.61	3,978,673.79
9	2032	153,625.00	170,237.50	2,862,895.07	799,643.81	3,986,401.38
10	2033	149,725.00	172,031.25	2,862,513.22	799,503.06	3,983,772.53
11	2034	155,675.00	173,525.00	2,862,124.66	799,359.29	3,990,683.95
12	2035	151,475.00	169,775.00	2,861,729.26	799,212.44	3,982,191.70
13	2036	157,031.25	170,962.50	2,861,326.89	799,062.44	3,988,383.08
14	2037	152,343.75	176,756.25	2,860,917.45	798,909.22	3,988,926.67
15	2038		177,150.00	2,860,500.80	798,752.71	3,836,403.51
16	2039		177,406.25	2,860,076.82	798,592.84	3,836,075.91
17	2040			2,859,645.37	798,429.55	3,658,074.92
18	2041				798,262.75	798,262.75
19	2042				798,092.38	798,092.38
20	2043				797,918.35	797,918.35
21	2044				797,740.59	797,740.59
22	2045				-	-
23	2046				-	-
24	2047				-	-
25	2048				-	-
26	2049				-	-
27	2050				-	-
28	2051				-	-
29	2052				-	-
30	2053				-	-
31	2054				-	-
32	2055				-	-
33	2056				-	-
34	2057				-	-
35	2058				-	-
36	2059				-	-
37	2060				-	-
38	2061				-	-
39	2062				-	-
40	2063				-	-
41	2064				-	-
<b>Total</b>		<b>3,141,725.00</b>	<b>2,758,084.45</b>	<b>48,665,376.64</b>	<b>16,081,509.42</b>	<b>70,646,695.51</b>






## Annual Debt Service Schedule

City of Wausau, WI

		Commercial Market	Commercial Market	CWFLP Sewer	CWFLP		
		Sewer Rev	Sewer Rev	Rev	Sewer Rev	Annual	
		\$6,225,000	\$6,530,000	\$84,069,220	\$3,600,000	Debt Service	
		Series 2017D	Series 2019C	Proj. No. 4138-05	Series 2024		
Year		Dated 12/5/2017	Dated 10/1/2019	6/24/2020	Dated 6/26/2024	Total	
1	2024	702,700.00	434,825.00	3,862,609.00	29,012.50	5,029,146.50	
2	2025	703,000.00	428,325.00	3,862,197.14	225,377.87	5,218,900.01	<b>MAX Annual</b>
3	2026	643,500.00	421,625.00	3,861,777.57	225,339.22	5,152,241.79	
4	2027	124,800.00	414,725.00	3,861,350.16	225,299.68	4,626,174.84	
5	2028	131,500.00	409,150.00	3,860,914.75	225,259.22	4,626,823.97	
6	2029	128,500.00	409,850.00	3,860,471.20	225,217.81	4,624,039.01	
7	2030	125,500.00	406,925.00	3,860,019.36	225,175.44	4,617,619.80	
8	2031	122,500.00	410,218.75	3,859,559.07	225,132.10	4,617,409.92	
9	2032	129,350.00	412,887.50	3,859,090.18	225,087.76	4,626,415.44	
10	2033	126,050.00	410,181.25	3,858,612.51	225,042.37	4,619,886.13	
11	2034	122,750.00	416,800.00	3,858,125.92	224,995.93	4,622,671.85	
12	2035	129,300.00	417,675.00	3,857,630.23	224,948.42	4,629,553.65	
13	2036	125,625.00	418,300.00	3,857,125.26	224,899.80	4,625,950.06	
14	2037	121,875.00	423,118.75	3,856,610.85	224,850.06	4,626,454.66	
15	2038		422,118.75	3,856,086.82	224,799.15	4,503,004.72	
16	2039		425,775.00	3,855,552.99	224,747.07	4,506,075.06	
17	2040			3,855,009.18	224,693.79	4,079,702.97	
18	2041			3,854,455.20	224,639.26	4,079,094.46	
19	2042			3,853,890.86	224,583.46	4,078,474.32	
20	2043			3,853,315.98	224,526.38	4,077,842.36	
21	2044			3,852,730.33	224,467.97	4,077,198.30	
22	2045			3,852,133.73	-	3,852,133.73	
23	2046			3,851,525.98	-	3,851,525.98	
24	2047			3,850,906.86	-	3,850,906.86	
25	2048			3,850,276.17	-	3,850,276.17	
26	2049			3,849,633.69	-	3,849,633.69	
27	2050			3,848,979.19	-	3,848,979.19	
28	2051				-	-	
29	2052				-	-	
30	2053				-	-	
31	2054				-	-	
32	2055				-	-	
33	2056				-	-	
34	2057				-	-	
35	2058				-	-	
36	2059				-	-	
37	2060				-	-	
38	2061				-	-	
39	2062				-	-	
40	2063				-	-	
41	2064				-	-	
<b>Total</b>		<b>3,436,950.00</b>	<b>6,682,500.00</b>	<b>104,120,590.18</b>	<b>4,528,095.26</b>	<b>118,768,135.44</b>	



# Lead Service Line Replacement Funding Overview

Wausau Water Works Commission

April 10, 2024



# Presentation Outline

- Funding Sources for Lead Service Line (LSL) replacements:
  - Wisconsin Department of Natural Resources (WI DNR) funding
  - Use of rate payer funds (with Public Service Commission (PSC) Approval)
  - Community Development Block Grant (CDBG) Funding
  - Other
- Wausau's current funding package
- Mechanisms for funding private LSL replacements
- Funding strategies and potential next steps

# Funding Sources – WI DNR\*

- WI DNR\* administers the Safe Drinking Water Loan Program.
- The Safe Drinking Water Loan Program provides loans and principal forgiveness on loans for drinking water infrastructure projects.
- WI DNR receives an annual grant from the U.S. Environmental Protection Agency (EPA), as appropriated by Congress, to support drinking water infrastructure projects.
- As part of the Bipartisan Infrastructure Law (effective 2022-2026), Congress appropriated funds specifically for lead service line replacement that WI DNR makes available each year through 2026.

\*WI Department of Natural Resources

# Funding Sources – WI DNR\* (continued)

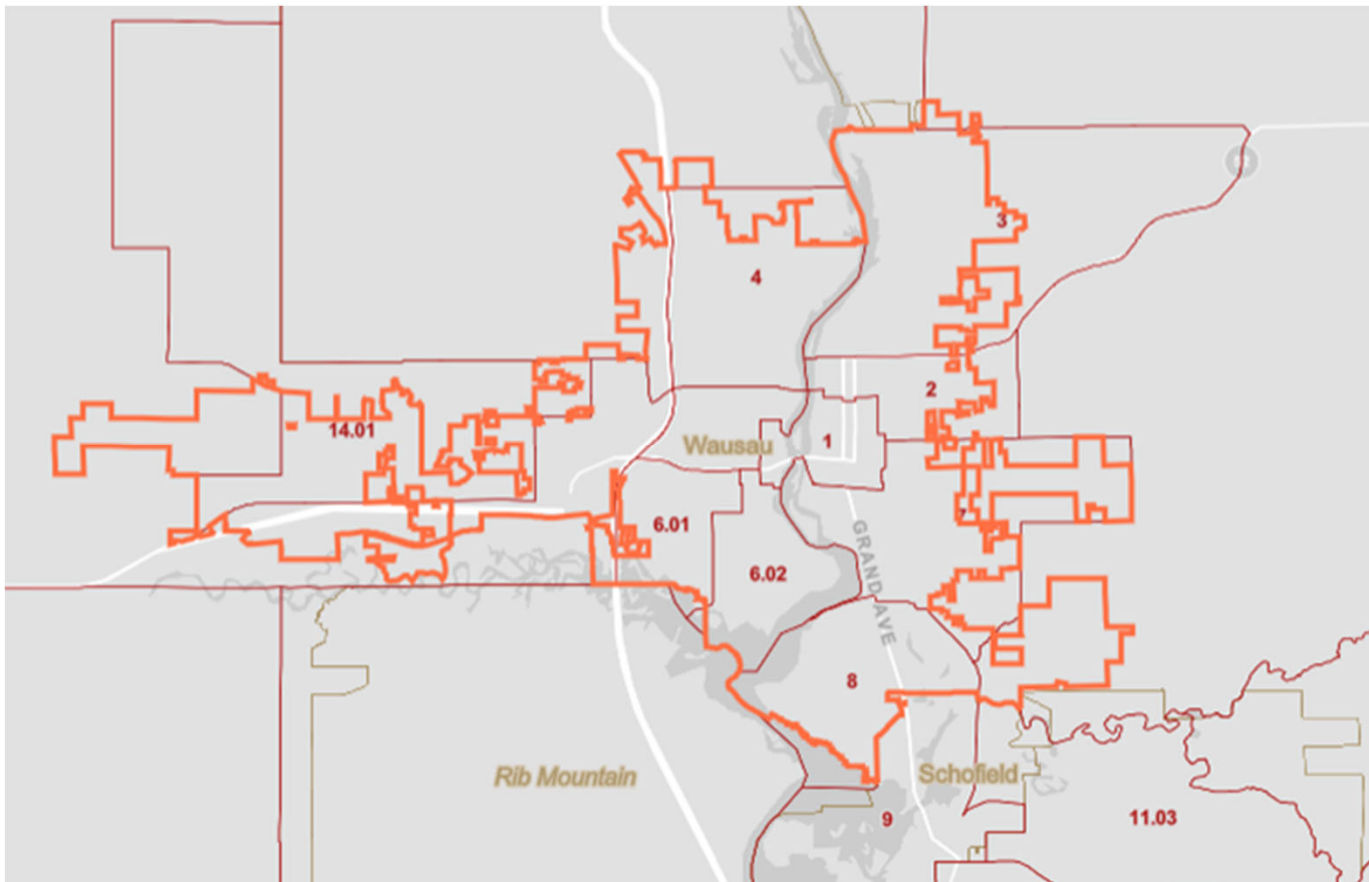
- In 2022, WI DNR made approximately \$41.7 million available for lead service line replacement projects.
- In 2023, WI DNR made approximately \$67.1 million available for lead service line replacement projects.
- Eligible projects include both public and private (i.e., customer) side lead service line replacements and development of the service line inventory (required by the U.S. Environmental Protection Agency and due October 16, 2024).
- A portion of the funding includes principal forgiveness or subsidy (no repayment required) based on several socioeconomic factors (e.g., median household income, Family Poverty Percentage) within a census block.

\*WI Department of Natural Resources

# Funding Sources – WI DNR (continued)

- WI DNR will continue to make lead service line replacement funding available until 2026.
- The competition for funding is expected to increase each subsequent year through 2026.
- It is uncertain at this time if Congress will continue to appropriate funding after 2026 for lead service line replacement work.
- Municipalities can consider strategies for maximizing principal forgiveness by focusing on census tracts with certain socioeconomic characteristics (e.g., lower median household income).
- NOTE: Funding awarded by WI DNR is not subject to PSC regulation or approval.

# Funding Sources – WI DNR (continued)



## Census Tracts in Wausau:

- 1
- 2
- 3
- 4
- 5
- 6.01
- 6.02
- 7
- 8
- 11.05
- 14.01
- 14.02
- 15

# Other Funding Sources

- Use of Rate Payer Funds
  - Municipalities must obtain PSC (Public Service Commission) approval to use rate payer funds for up to half of the cost of private (i.e., customer) side lead service line replacements. The remainder must be in the form of a loan or other funding not subject to PSC approval (such as WI DNR funding).
  - As required by the PSC, municipalities must have an ordinance adopted that mandates customer-side lead service line replacement and states how the municipality will make loans, grants, or other funding available for the property owner.
- Wausau could also issue a General Obligation Note (not Bond) Pledge to cover private side replacement costs.

# Other Funding Sources (continued)

- Community Development Block Grant
  - This funding can be used for private lead service line replacement in a census tract or project benefit area where 51% or more of the households are deemed low-to-moderate income based on Housing and Urban Development (HUD)'s database
  - This funding would be issued as all grant.
  - Municipalities need to decide how this funding, if used, will be made available to homeowners and what percentage of the total cost could be covered.
  - Municipalities could consider including in the ordinance how this funding source will be made available for customer transparency purposes.
- Community Infrastructure Partners (CIP) is researching other philanthropic funding sources.

# Other Funding Approach

- Alternative Revenue Pledge for Private LSL Replacement
  - WI DNR allows for the municipality to create a new program utility, separate from the water utility, to administer replacement of private lead service lines.
  - No PSC approval is required.
  - Municipalities will likely need to pass two ordinances:
    - An ordinance to create the new program utility and
    - The mandatory replacement ordinance.
  - WI DNR recommends someone at the municipality oversee this program besides a water utility staff person for adequate separation of duties.
  - Note: this is not a new funding source, this is a new method to administer funding.



# Wausau's Current Funding

- WI Department of Natural Resources (DNR) Funding
  - Wausau received a funding award this year (FY 2024) for private service line replacements within 3 census tracts. **\$5,790,028** total award
    - **\$3,641,078** as principal forgiveness (approximately 63%),
    - The remainder is a loan at 0.25%.
  - As a condition of funding, full lead service line replacement on both the public and private side must occur.
  - WI DNR strongly encourages municipalities to have an ordinance that mandates customers replace their lead service line.
  - Municipalities are required to adopt a reimbursement resolution and submit with the funding application.

# Funding Private LSL Mechanisms

- Grants or loans to homeowners using rate-payer funds
  - Example: Increase rates across all ratepayers to repay existing WI DNR loan portion for private-side replacements
  - PSC approval required
- Private loans to property owner through assessments
  - Not subject to PSC approval
  - Wausau already has this process in place
- WI DNR or CDBG funding

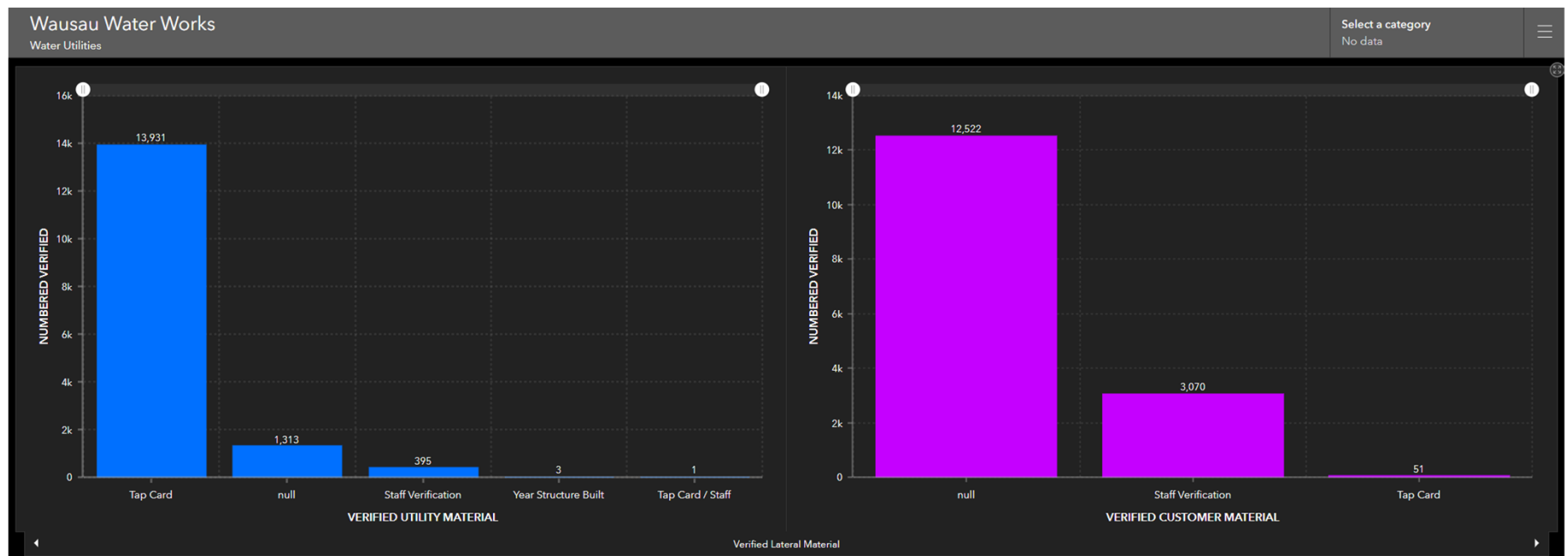
# Funding Strategies

- Wausau has been successful in securing funding from WI DNR Safe Drinking Water Loan Lead Service Line Replacement Funding Program for lead service line replacement efforts and can continue to apply for funding.
  - This funding is very competitive and the higher the project ranks with respect to other projects, the more likely the project is to receive principal forgiveness.
  - This funding source will be offered through 2026.
  - Municipalities could consider:
    - Having the mandatory replacement ordinance in effect by June 30, 2024 to receive additional points on the application to increase score.
    - Multiple applications by census tract to maximize principal forgiveness within a census tract (which could result in oversight of multiple Financial Assistance Agreements with different funding terms).
    - Submitting one application where multiple socioeconomic factors are weighted across census tracts.
- Wausau can start communicating with all customers on their funding strategy. It's important to communicate that Wausau will strive to apply for as much funding as possible, but cannot predict WI DNR's decision on award amount and associated terms, but will pass on any principal forgiveness to the homeowners within the census tract based on terms in the Financial Assistance Agreement.

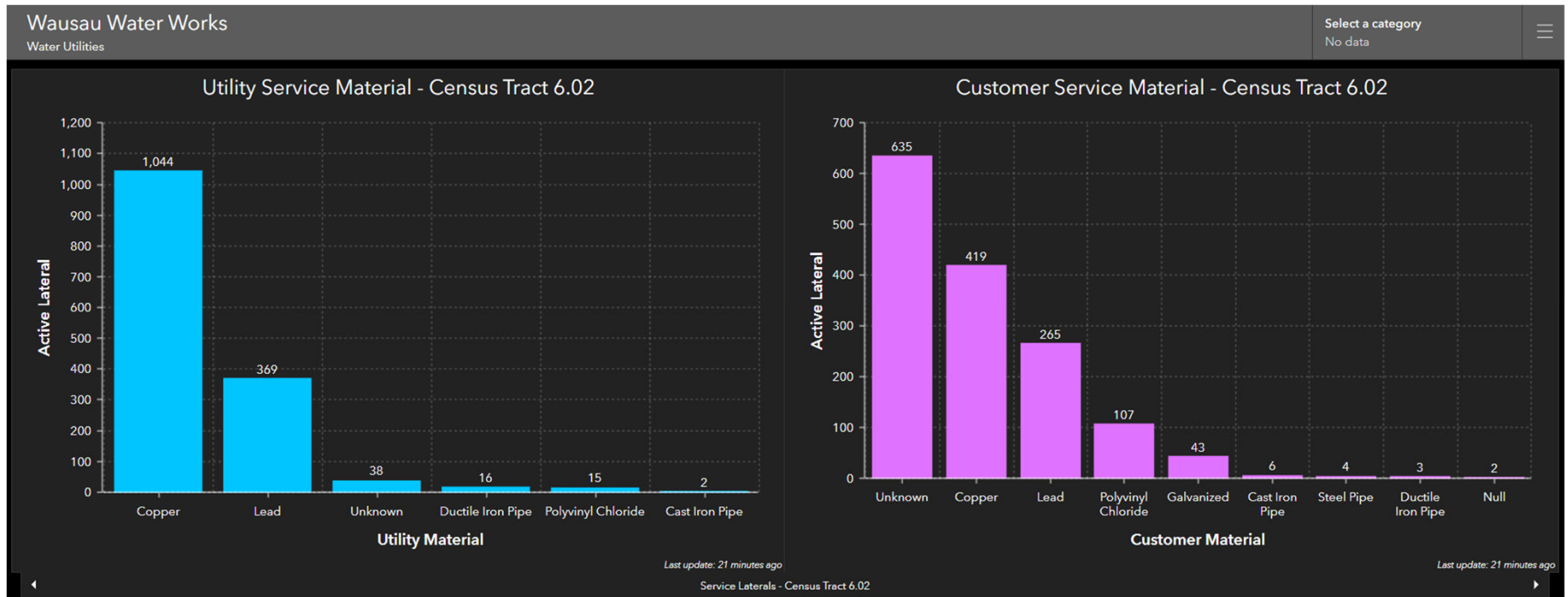
# Potential Next Steps

- What are other communities doing?
  - Developing and passing an ordinance: a mandatory private-side LSL replacement ordinance is important for municipalities to demonstrate capacity and authority to do the replacements and demonstrate willingness to seek and offer funding options to homeowners (and will help score extra points on WI DNR funding application).
  - Preparing the WI DNR funding application (FY2025) for submission by June 30, 2024.
  - If seeking PSC approval, developing and submitting an application.
- What can Wausau consider?
  - Continue to work on building out inventory.
  - Develop communication plan to communicate funding strategies to customers.
  - Work on funding strategy for private lead service line replacements:
    - Identify funding sources and application deadlines/requirements
    - Determine approach for getting private-side lead service line replacements accomplished.

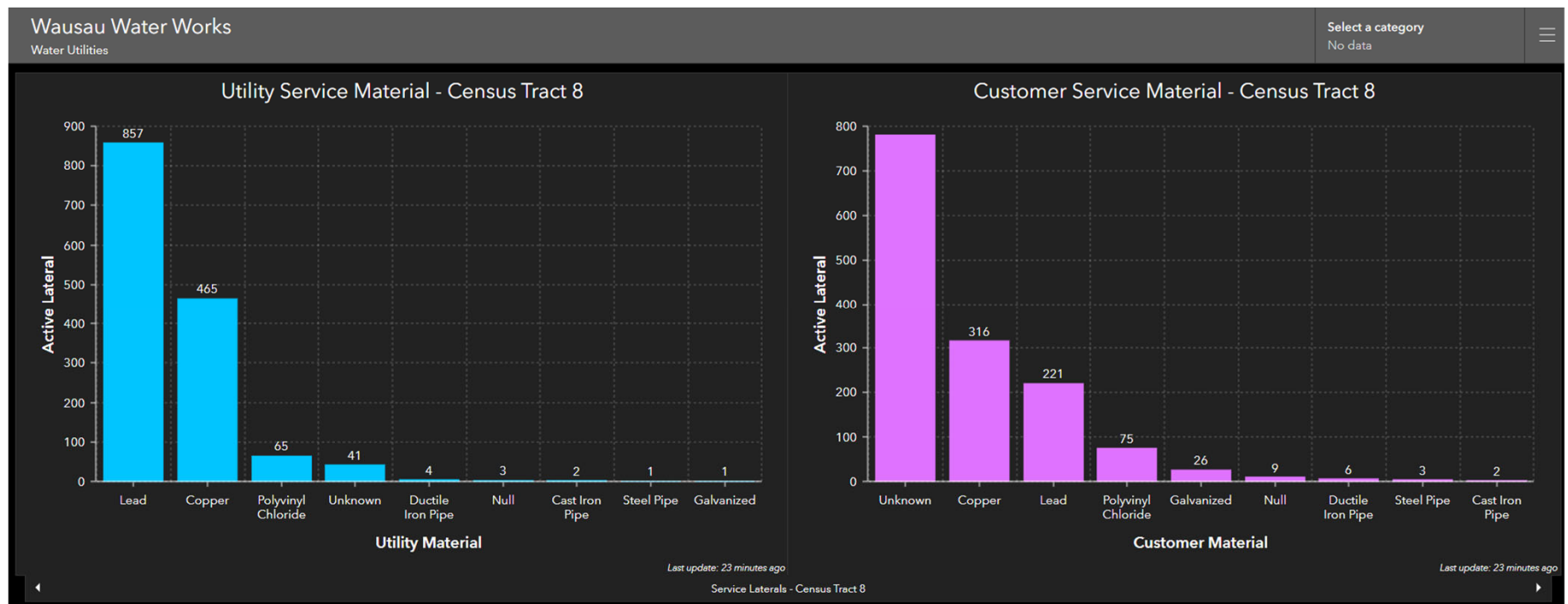
# Overall LSL Dashboard



# Census Tract 6.02 LSL Dashboard



# Census Tract 8 LSL Dashboard



# Questions?





# PROPOSAL

## CROSS-CONNECTION CONTROL SERVICES

### City of Wausau

1801 Burek Ave  
Wausau, WI 54401

March 11<sup>th</sup> 2024

## KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



Cross-Connection Control /

Backflow Prevention

Water Meter Change Out & Installation Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance / Documentation



**CORPORATE OFFICE**  
5700 CROOKS RD SUITE 100  
TROY MI 48098  
800.315.4305 TOLL FREE  
262.264.6402 PHONE

**PROJECT CONSULTANT:** Craig Wolf  
612-850-8939 CELL  
cwolf@hydrocorpinc.com EMAIL



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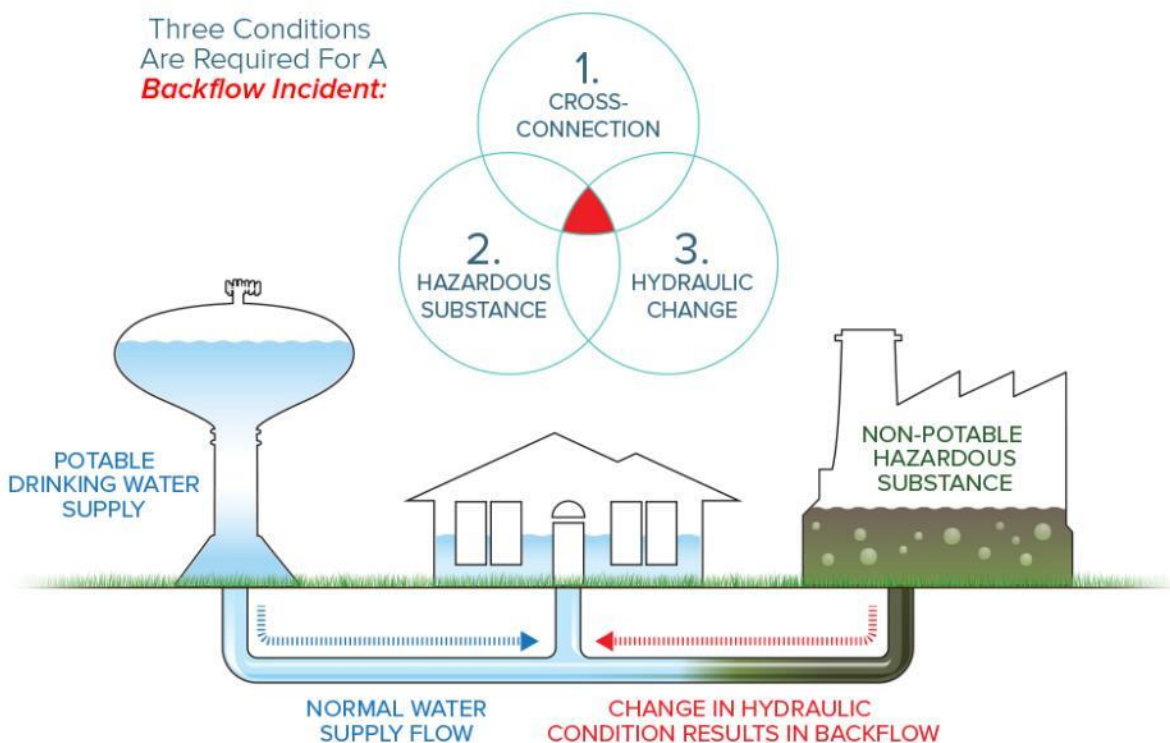
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# 1. INTRODUCTION

## 1.1. Definitions

- Backflow – the undesirable reversal of flow of liquid, gas or other substance in a piping system.
- Backflow Preventer – an assembly, device, or method that prevents backflow.
- Cross-Connection – an actual connection or a potential connection between any part of a potable water system and any other environment that would allow substances to enter the potable water system.
- Cross-Connection Control – a program to eliminate cross-connections or to prevent them from causing a public health threat.
- Cross-Connection Control Survey – the review of the plumbing system to determine the existence of potential or actual cross-connections and to assess the degree of hazard of protected and unprotected cross-connections.



## 1.2. Common Cross-Connection Hazards

- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.

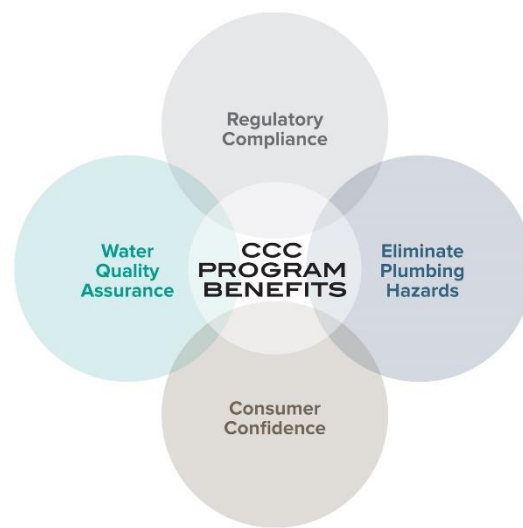


- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

## 2. PROJECT WORK PLAN

### 2.1. Purpose of a Cross-Connection Control Program

- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

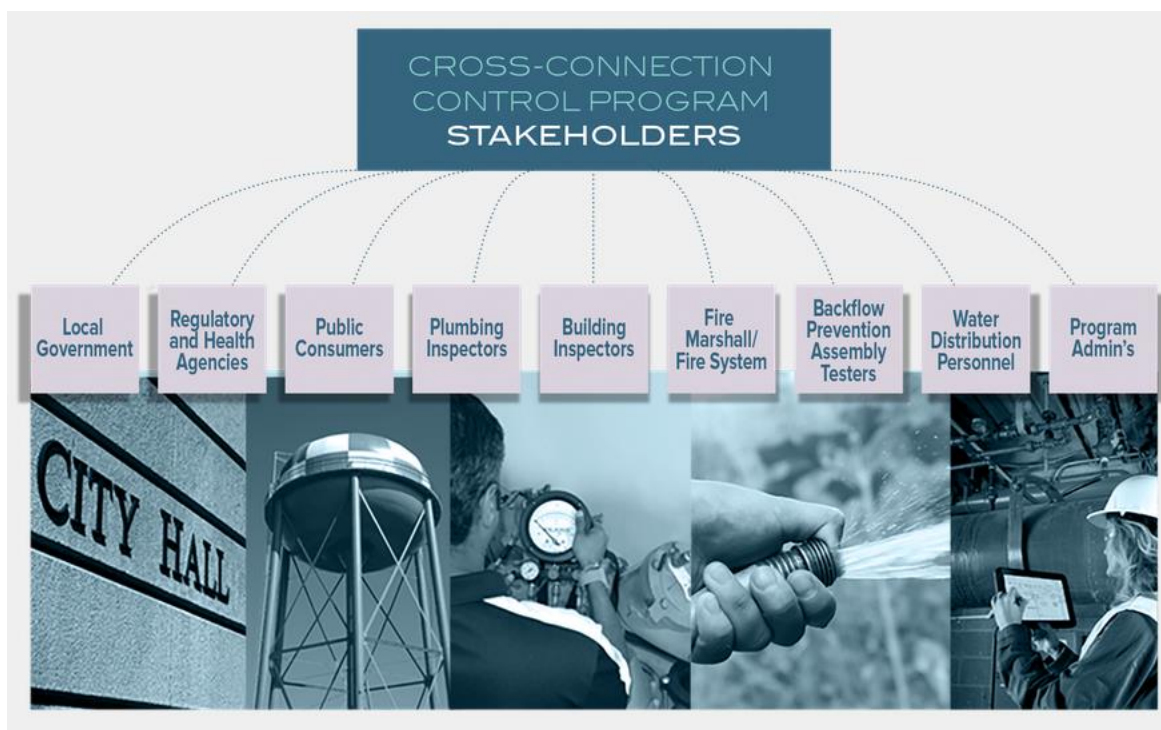


### 2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection consultation to the **City of Wausau**.
- Developing a written comprehensive Cross-Connection Control Plan.
- Routinely inspecting water customers for cross-connections or potential cross-connections.
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action instructions.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

### 2.3. Stakeholders

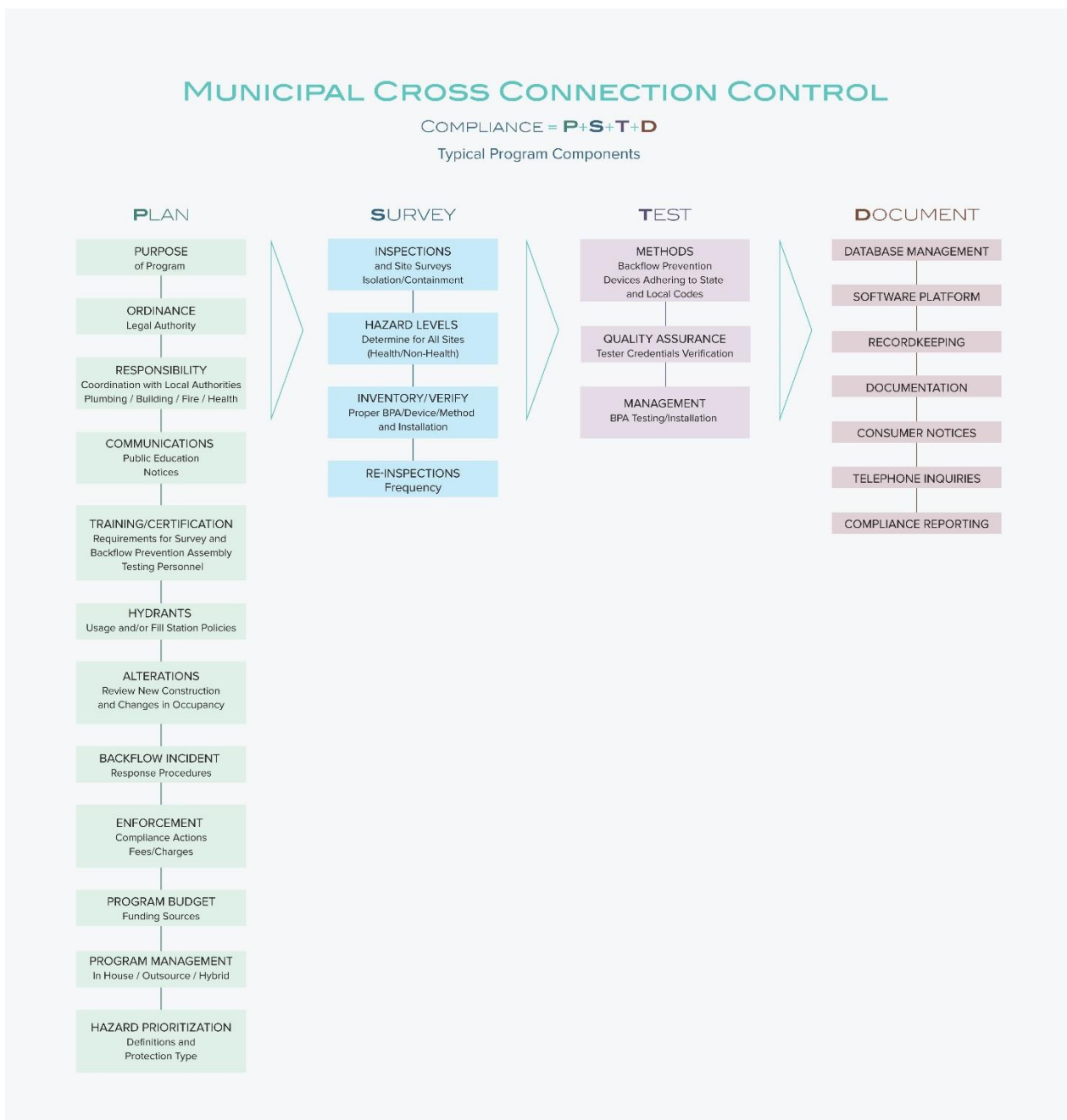
HydroCorp recognizes that many different stakeholders will be affected by a Cross-Connection Control Program. The following chart illustrates the various agencies, internal staff and external people that have an impact on overall program success and compliance.



HydroCorp strives to maintain a good working relationship and clearly communicate the goals of a Cross-Connection Control Program with all of the above stakeholders. We understand that our staff interaction in the community and with regulatory agencies is an extension of your positive community image. HydroCorp has maintained an excellent working relationship with local Mayors, City Managers, plumbing and building officials, health inspectors and others in order to provide them with a simple and clear understanding of the impact of a Cross-Connection Control program, regulations and the need to protect the drinking water supply from contamination.



## 2.4. Cross-Connection Control Plan Components







### 3. CROSS CONNECTION INSPECTION PROCESS

#### 3.1. Inspections/Surveys

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established.

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices & assemblies, and other pertinent program information. Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the City will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross connections.

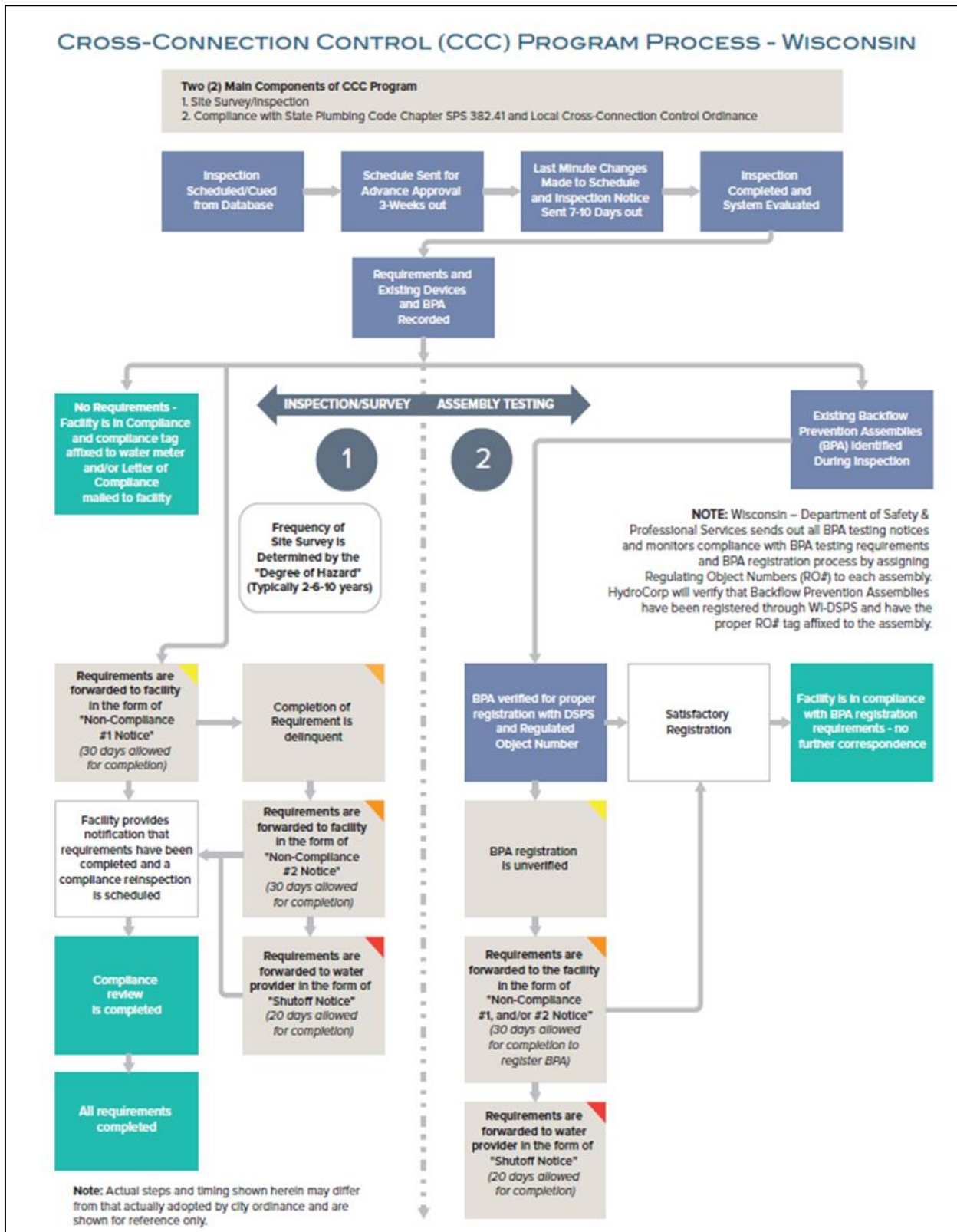
Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the City of Wausau Cross-Connection Control Plan. Accounts with an alternative frequency will require DNR Approval in writing. If requested, HydroCorp will develop an alternative frequency inspection schedule on behalf of the water utility and submit to DNR for final approval.

#### 3.2. Definitions

- Initial Inspection – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- Compliance Inspection – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
- Re-Inspection – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (Re-Inspection cycle/frequency to be determined when Plan is developed).

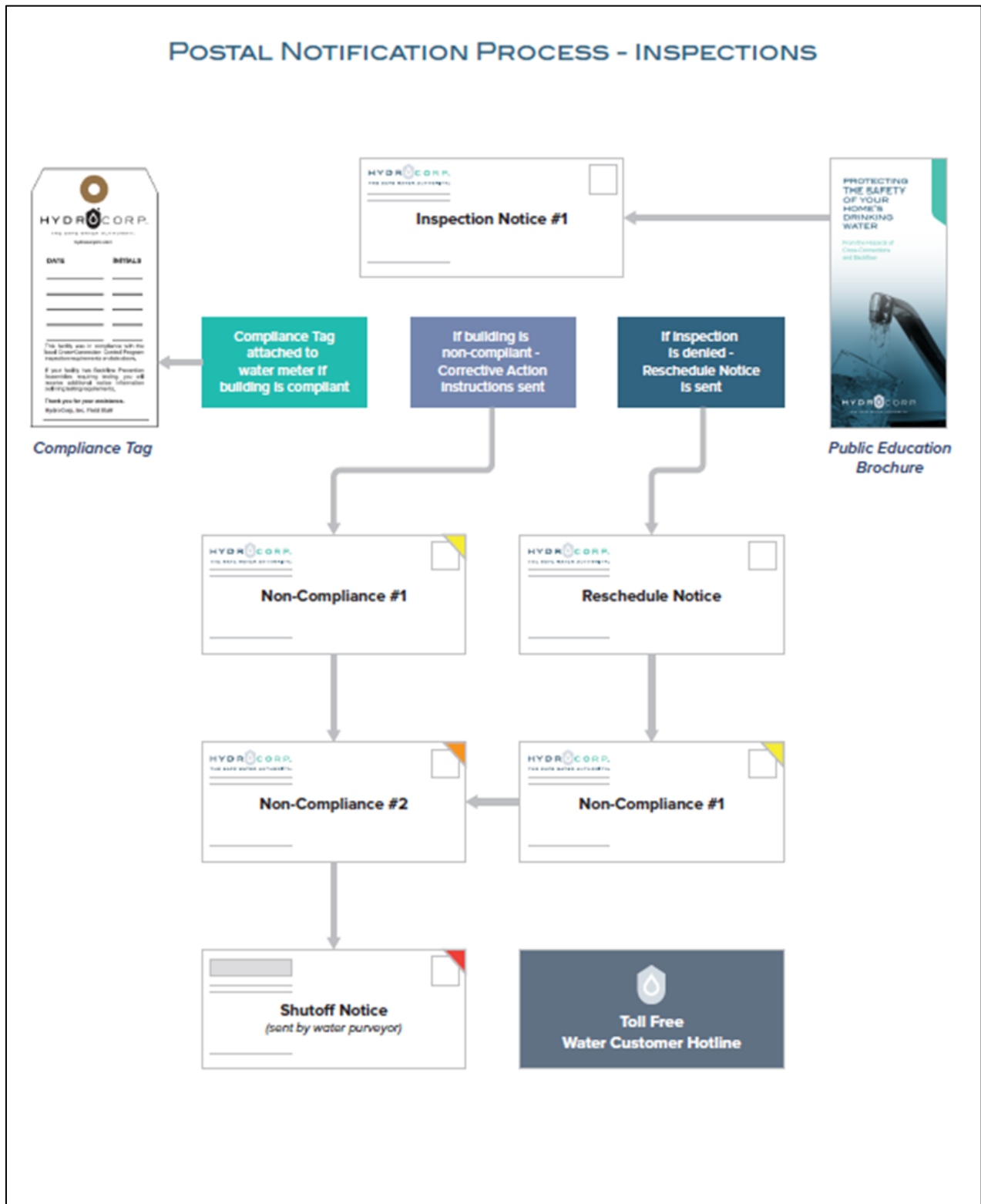


### 3.3. CCC Program Process





### 3.4. Postal Notification Process - Inspections





## 4. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS

### 4.1. Program Data

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies.

### 4.2. Database Software

HydroCorp utilizes a proprietary software program – HydroSoft™ to manage Cross-Connection Control Program data. All program data captured shall remain the property of the City of Wausau. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- DNR Annual Report

### 4.3. Information Technology (I/T)

HydroCorp has a dedicated team member responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time.

We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

### 4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we backup the data to our backup server located in our Corporate Office, and we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.



#### 4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control Program, Public Education on the topic should remain in the community spotlight. HydroCorp will provide a specialized speaker to participate/present at a town hall/public meeting engagement if requested. Press release information will be offered in digital format to the City of Wausau for local distribution to local media resources & website if requested. Further, public education brochures will be available in electronic format for download and can be posted on the City of Wausau web site.



Further Public Education resources including brochures and video files can be found at <http://www.hydrocorpinc.com/resources/links/>



## 5. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services to the **City of Wausau**. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the **City of Wausau** with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (DNR) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the **City of Wausau** and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

- A. Perform initial inspections of (626) Non-Residential water services and up to (688) inspections within the City served by the public water supply for cross-connections. Compliance follow up visits shall be completed by HydroCorp and are included in the total inspections.
- B. Inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control regulations. Inspectors will survey exposed piping and utilize Isolation/Point of Use inventory method of surveying as supported by the State of Wisconsin Plumbing Code – SPS 382.41.
- C. HydroCorp will document existing backflow prevention devices and assemblies and verify proper installation and/or suggest corrective actions if devices and/or assemblies need to be installed to prevent cross-connections. Documentation to include make, model, size, manufacturer, serial number, location and regulated object number if applicable. In lieu of surveying residential kitchens and bathrooms, an educational brochure will be provided as allowed by DNR regulation NR 810.15.
- D. Notify each building owner prior to each inspection via postal letter with opportunity to schedule a specific time of inspection via the Hydro Designs Inc. Provide ongoing support for water customer scheduling and questions via the Hydro Designs Inc. WI office toll free 800# phone line, fax, or email.
- E. Provide Water Utility and building owner with a detailed corrective action report for each non-compliant facility, in most cases, water utility personnel can perform effective follow up compliance inspections.
- F. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of corrective action(s) requirements, and general customer service and program education inquiries by an individual trained in Cross-Connection Control Program Management.
- G. Generate and document the required program data and compliance status using proprietary Software Data Management Program. Submit comprehensive management reports on a quarterly basis and prepare the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Program Activity Report.
- H. Conduct an annual review meeting to discuss overall program status and recommendations.
- I. Assist the City with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- J. Provide ongoing support via phone, fax, internet, text or email.





## PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and program administration. Compliance/follow up inspections and administration related to compliance/follow up inspections included.

PRICING:

\_\_\_\_\_ **Initial Inspections of 626 non-residential services connections and an overall total of up to 688 inspections including follow up compliance inspections.**

\_\_\_\_\_ **\$93,528.00 dollars.**

HydroCorp will invoice monthly in equal installments upon receipt of signed contract/agreement

**Submitted by:** HYDROCORP- CORPORATE OFFICE- 5700 CROOKS RD SUITE 100 TROY MI 48098

Craig Wolf | 612-850-8939 | cwolf@hydrocorpinc.com

**Accepted by:**

X \_\_\_\_\_

Utility Representative (Signature)

\_\_\_\_\_

Date

\_\_\_\_\_  
Printed Name / Title



## 6. BACKGROUND

### 6.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules – the highest standard of water safety oversight, combined with the highest value.


The Result – Your water system is compliant. Your risk and exposure are reduced. Your water – and your people – are protected.

### 6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 full time associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Inspections **annually**.
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
  - American Water Works Association (AWWA) | AWWA – Wisconsin Chapter
  - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
  - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.



### 6.3. Office Address & Contact Information

<b>Regional Office:</b>	HYDROCORP – MIDWEST OFFICE 2665 S MOORLAND RD SUITE 209 NEW BERLIN WI 53151
<b>Contact:</b>	Craig Wolf
<b>Telephone:</b>	612-850-8939
<b>Email:</b>	<a href="mailto:cwolf@hydrocorpinc.com">cwolf@hydrocorpinc.com</a>
<b>Corporate Office: (Remit to Address)</b>	HYDROCORP – CORPORATE OFFICE 5700 CROOKS ROAD SUITE 100 TROY MI 48098
<b>Telephone:</b>	800.690.6651 or 248.250.5000
<b>Legal Status:</b>	S-Corporation, 1988   E.I.D. 38-2810008
	



WI Office (Above) Corporate Office (Below)



## 7. PROJECT REFERENCES

- a) City of Marshfield, 1210 S Oak St, Marshfield, WI 54449 | John Richmond, Water Utility Manager, [john.richmond@MarshfieldUtilities.org](mailto:john.richmond@MarshfieldUtilities.org) | 715-898-2170
- b) City of Chetek, 1125 Railroad Ave., Chetek, WI 54728 | Dan Knapp, Director-Public Works, [chetekcs@chibardun.net](mailto:chetekcs@chibardun.net) | 715-924-4236
- c) Sturgeon Bay Utilities, 230 E. Vine St, Sturgeon Bay, WI 53235-007 | Cliff White, Superintendent, [cwhite@wppienergy.org](mailto:cwhite@wppienergy.org) | 920-746-2820



## 8. PROJECT TEAM QUALIFICATIONS

### Corporate Officers



**Larry J. La Bute**, Founder & CEO - Chairman of the Board of Directors. Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.



**Mark L. Martin**, CPA & Chief Financial Officer. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.



**Glenn Adamus**, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.



**Paul Patterson**, Senior Vice President. Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for operational oversight of over 200 Cross-Connection Control Programs throughout Michigan, Delaware, Maryland, Florida, Wisconsin and Virginia. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he assisted in the implementation of a stateside installation Cross-Connection Control Program. Paul is an ASSE Certified Instructor for Backflow Assembly Testing Certification and regularly presents and regional water industry association conferences.



## Staff Bios Continued



**Dave Cardinal**, Vice President, Municipal Division. Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction. He is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. Dave is an ASSE Certified Instructor for multiple ASSE Certifications related to Cross-Connection Control and Backflow Prevention. Dave also has been a speaker at numerous Water Industry Conferences.



**Craig Wolf**, New Cross-Connection Control Program development in the Midwest Region. Since 2009 at HydroCorp, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 130 municipal client cross-connection control programs in Wisconsin. He also generated inspection reports and protection recommendations for over 3,000 individual facility surveys of cross-connections. Certified by ASSE for Cross-Connection Control Surveying, Craig applies years of field experience to offering solutions for public water systems that are cost effective. In the past 4 years, Craig has been focused on client retention efforts, and developing new Cross Connection Control Programs for Municipal Water Systems around the region.



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

He is an advanced user of the HydroSoft data management program & responsible for providing day to day tech support to the entire staff and external clients. Ryan also assists in the planning, testing & training of HydroSoft for clients and end users.

### Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All of the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:

# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this June 1<sup>st</sup> 2022 by and between the Wausau Water Works organized and existing under the laws of the State of Wisconsin, referred to as “Utility”, and Hydro Designs doing business as HydroCorp LLC™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities





- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle, as agreed to by the parties).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPA) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** Utility will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users
  - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform (630) total Initial inspections and up to (756) total inspections over a (2) two year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 615 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **June 1<sup>st</sup> 2022** and end **two (2) years** from such date. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.3 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$3936.00** per month, **\$47,232.00** annually for a **two (2)** year contract period totaling **\$94,464.00**.
- 4.4 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.5 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services



contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

**4.6 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.

**4.7 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

**4.8 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

#### ARTICLE V. Risk Management and General Provisions

**5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

**5.2 LIMITATION OF LIABILITY.** HydroCorp’s liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

**5.3 HYDROCORP INSURANCE.** HydroCorp will at all times during the term of this agreement the following insurance coverage’s and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker’s Compensation/ Employer’s Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.



- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties consent, may be settled by mediation in accordance with the applicable rules of the American Arbitration Association. Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:



If to HydroCorp:

HydroCorp  
c/o Craig Wolf  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(612)850-8939

If to Utility:

Wausau Water Works  
C/O Scott Boers  
1801 Burek Ave  
Wausau, WI 54401

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**Wausau Water Works**

\_\_\_\_\_  
By:  
Title:

**HydroCorp**

  
\_\_\_\_\_  
By: Craig Wolf  
Its: Regional Sales Representative





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# Appendix

## Specific Qualifications & Experience

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

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Environmental Health Division

**WSLH Sample: 718806001**

Report To:  
BEN BROOKS  
WAUSAU WWTP  
430 ADRIAN ST  
WAUSAU, WI 54401

Invoice To:  
TONIRAYALA WAUSAU CITY CLERK  
407 GRANT ST  
WAUSAU, WI 54403

Customer ID: 358849

Field #: 26920009  
Project No:  
Collection End: 1/22/2024 8:40:00 AM  
Collection Start:  
Collected By: JASON SCHILL  
Date Received: 1/23/2024  
Date Reported: 2/20/2024  
Sample Reason:

ID#:   
Sample Location:  
Sample Description:  
Sample Type: IF-INFLUENT (UNTREATED WW)  
Waterbody:  
Point or Outfall:  
Sample Depth:  
Program Code:  
Region Code:  
County:

## Sample Comments

Extremely low internal standard recoveries for MeFOSAA, EtFOSAA, FOSA, PFUnA, PFDoA, PFDoS, PFTTrDA, MeFOSA, MeFOSE, EtFOSE, EtFOSE, and PFTTeDA. Confirmed with reinjection. Any calculated result is not reliable. No data is reported for these compounds.

Internal standard does not meet 10:1 signal to noise ratio for 4:2 FTSA. No reportable results.

No reportable result for PFHxS due to interference.

## PFAS in Waste Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 02/07/24 09:55	Analysis Date: 02/12/24 20:59	Prep Method:			
PFBA (375-22-4)	WSLH PFAS in Waste Water	21.2	ng/L	1.15	3.87
PFPeA (2706-90-3)	WSLH PFAS in Waste Water	134	ng/L	0.752	1.94
PFHxA (307-24-4)	WSLH PFAS in Waste Water	7.38	ng/L	0.658	1.94
PFPeS (2706-91-4)	WSLH PFAS in Waste Water	<0.454	ng/L	0.454	0.968
HFPO-DA (13252-13-6)	WSLH PFAS in Waste Water	<0.664	ng/L	0.664	1.94
PFHpA (375-85-9)	WSLH PFAS in Waste Water	2.57	ng/L	0.655	1.94

Transition Ion Ratio Failure.

Environmental Health Division

**WSLH Sample: 718806001**

## PFAS in Waste Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 02/07/24 09:55		Analysis Date: 02/12/24 20:59		Prep Method:	
DONA (919005-14-4)	WSLH PFAS in Waste Water	<0.570	ng/L	0.570	1.94
6:2 FTSA (27619-97-2)	WSLH PFAS in Waste Water	<0.652	ng/L	0.652	1.94
The internal standard QC limit has failed high.					
PFOA (335-67-1)	WSLH PFAS in Waste Water	6.11	ng/L	0.582	1.94
PFHpS (375-92-8)	WSLH PFAS in Waste Water	<0.574	ng/L	0.574	1.94
PFOS (1763-23-1)	WSLH PFAS in Waste Water	22.6	ng/L	0.518	1.94
The Relative Percent Difference (RPD) for the sample and sample duplicate does not meet the QC limit.					
Interference in PFOS internal standard. PFOS result may be biased high.					
PFNA (375-95-1)	WSLH PFAS in Waste Water	<0.643	ng/L	0.643	1.94
9CI-PF3ONS (756426-58-1)	WSLH PFAS in Waste Water	<0.607	ng/L	0.607	1.94
8:2 FTSA (39108-34-4)	WSLH PFAS in Waste Water	<0.813	ng/L	0.813	1.94
PFDA (335-76-2)	WSLH PFAS in Waste Water	0.839F	ng/L	0.509	1.94
PFNS (68259-12-1)	WSLH PFAS in Waste Water	<0.638	ng/L	0.638	1.94
PFDS (335-77-3)	WSLH PFAS in Waste Water	<0.883	ng/L	0.883	1.94
11CI-PF3OUdS (763051-92-9)	WSLH PFAS in Waste Water	<0.664	ng/L	0.664	1.94
Prep Date: 02/07/24 09:55		Analysis Date: 02/12/24 21:30		Prep Method:	
PFBS (375-73-5)	WSLH PFAS in Waste Water	213	ng/L	12.9	43.6



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Environmental Health Division

**WSLH Sample: 718806001**

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WDNR LAB ID:113133790    NELAP LAB ID:2091    EPA LAB ID:WI00007, WI00008    WI DATCP ID:105-415

**List of Abbreviations:**

LOD = Level of detection  
LOQ = Level of quantification (for PFAS the LOQ = MRL)  
ND = None detected. Results are less than the LOD  
F next to result = Result is between LOD and LOQ  
Z next to result = Result is between 0 (zero) and LOD  
if LOD=LOQ, Limits were not statistically derived

Test results for NELAP accredited tests are certified to meet the requirements of the NELAC standards. For a list of accredited analytes see <http://www.slh.wisc.edu/about/compliance/nelac-laboratory-accreditation>  
Results, LOD and LOQ values have been adjusted for analytical dilutions and percent moisture where applicable.  
Results relate only to the items tested.  
This Laboratory Report shall not be reproduced except in full, without written approval of the laboratory.  
The water microbiology unit analyzes samples as received and not all samples are tested for preservation before analysis is performed.

**Responsible Party**

Inorganic Chemistry: Graham Anderson, Supervisor 608-224-6281  
Metals: Graham Anderson, Supervisor 608-224-6281  
Organics: Erin Mani, Supervisor 608-224-6269  
Environmental Toxicology: Dawn Perkins, Supervisor 608-224-6230  
Water Microbiology: Martin Collins, Supervisor 608-224-6239  
Radiochemistry: Jesse Wouters, Supervisor 608-224-6227



Wisconsin State Laboratory of Hygiene  
 2601 Agriculture Drive, PO Box 7996  
 Madison, WI 53707-7996  
 (800)442-4618 - Fax (608)224-6213  
<http://www.slh.wisc.edu>

# Laboratory Report

Environmental Health Division

**WSLH Sample: 718805001**

Report To:  
 BEN BROOKS  
 WAUSAU WWTP  
 430 ADRIAN ST  
 WAUSAU, WI 54401

Invoice To:  
 TONIRAYALA WAUSAU CITY CLERK  
 407 GRANT ST  
 WAUSAU, WI 54403

Customer ID: 358849

Field #: VAF130323  
 Project No:  
 Collection End: 1/22/2024 8:20:00 AM  
 Collection Start:  
 Collected By: JASON SCHILL  
 Date Received: 1/23/2024  
 Date Reported: 2/2/2024  
 Sample Reason:

ID#:  
 Sample Location:  
 Sample Description:  
 Sample Type: EF-EFFLUENT (TREATED WW)  
 Waterbody:  
 Point or Outfall:  
 Sample Depth:  
 Program Code:  
 Region Code:  
 County:

## PFAS in Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 01/26/24 10:10	Analysis Date: 01/29/24 17:57	Prep Method:			
PFBS (375-73-5)	WSLH PFAS in Water	107	ng/L	1.96	9.00
Sample diluted for PFBS result. True ion dilution not achieved. Result is approximate.					
Prep Date: 01/26/24 10:10	Analysis Date: 01/29/24 20:32	Prep Method:			
PFBA (375-22-4)	WSLH PFAS in Water	7.64	ng/L	0.637	1.80
Interference					
PFPeA (2706-90-3)	WSLH PFAS in Water	8.36	ng/L	0.255	0.900
4:2 FTSA (757124-72-4)	WSLH PFAS in Water	<0.192	ng/L	0.192	0.900
PFHxA (307-24-4)	WSLH PFAS in Water	13.7	ng/L	0.302	0.900
PFPeS (2706-91-4)	WSLH PFAS in Water	<0.167	ng/L	0.167	0.900
HFPO-DA (13252-13-6)	WSLH PFAS in Water	<0.202	ng/L	0.202	0.900
PFHpA (375-85-9)	WSLH PFAS in Water	2.59	ng/L	0.283	0.900
PFHxS (355-46-4)	WSLH PFAS in Water	1.90	ng/L	0.333	0.900
Interference					

Environmental Health Division

**WSLH Sample: 718805001**

## PFAS in Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 01/26/24 10:10	Analysis Date: 01/29/24 20:32	Prep Method:			
DONA (919005-14-4)	WSLH PFAS in Water	<0.266	ng/L	0.266	0.900
6:2 FTSA (27619-97-2)	WSLH PFAS in Water	0.490F	ng/L	0.219	0.900
PFOA (335-67-1)	WSLH PFAS in Water	5.73	ng/L	0.220	0.900
PFHpS (375-92-8)	WSLH PFAS in Water	<0.197	ng/L	0.197	0.900
PFOS (1763-23-1)	WSLH PFAS in Water	4.91	ng/L	0.298	0.900
PFNA (375-95-1)	WSLH PFAS in Water	0.327F	ng/L	0.245	0.900
9CI-PF3ONS (756426-58-1)	WSLH PFAS in Water	<0.172	ng/L	0.172	0.900
8:2 FTSA (39108-34-4)	WSLH PFAS in Water	<0.392	ng/L	0.392	0.900
PFDA (335-76-2)	WSLH PFAS in Water	0.291F	ng/L	0.251	0.900
PFNS (68259-12-1)	WSLH PFAS in Water	<0.170	ng/L	0.170	0.900
N-MeFOSAA (2355-31-9)	WSLH PFAS in Water	0.887F	ng/L	0.303	0.900
N-EtFOSAA (2991-50-6)	WSLH PFAS in Water	1.19	ng/L	0.179	0.900
FOSA (754-91-6)	WSLH PFAS in Water	0.194F	ng/L	0.165	0.900
PFUnA (2058-94-8)	WSLH PFAS in Water	<0.226	ng/L	0.226	0.900
PFDS (335-77-3)	WSLH PFAS in Water	<0.269	ng/L	0.269	0.900
11CI-PF3OUdS (763051-92-9)	WSLH PFAS in Water	<0.167	ng/L	0.167	0.900
PFDoA (307-55-1)	WSLH PFAS in Water	<0.229	ng/L	0.229	0.900
PFDoS (79780-39-5)	WSLH PFAS in Water	<0.356	ng/L	0.356	0.900
PFTrDA (72629-94-8)	WSLH PFAS in Water	<0.350	ng/L	0.350	0.900
N-MeFOSA (31506-32-8)	WSLH PFAS in Water	<0.349	ng/L	0.349	0.900
N-MeFOSE (24448-09-7)	WSLH PFAS in Water	<0.211	ng/L	0.211	0.900
N-EtFOSA (4151-50-2)	WSLH PFAS in Water	<0.299	ng/L	0.299	0.900
N-EtFOSE (1691-99-2)	WSLH PFAS in Water	<0.330	ng/L	0.330	0.900
PFTeDA (376-06-7)	WSLH PFAS in Water	<0.232	ng/L	0.232	0.900





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Environmental Health Division

**WSLH Sample: 718805001**

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WDNR LAB ID:113133790    NELAP LAB ID:2091    EPA LAB ID:WI00007, WI00008    WI DATCP ID:105-415

**List of Abbreviations:**

LOD = Level of detection  
LOQ = Level of quantification (for PFAS the LOQ = MRL)  
ND = None detected. Results are less than the LOD  
F next to result = Result is between LOD and LOQ  
Z next to result = Result is between 0 (zero) and LOD  
if LOD=LOQ, Limits were not statistically derived

Test results for NELAP accredited tests are certified to meet the requirements of the NELAC standards. For a list of accredited analytes see <http://www.slh.wisc.edu/about/compliance/nelac-laboratory-accreditation>  
Results, LOD and LOQ values have been adjusted for analytical dilutions and percent moisture where applicable.  
Results relate only to the items tested.  
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**Responsible Party**

Inorganic Chemistry: Graham Anderson, Supervisor 608-224-6281  
Metals: Graham Anderson, Supervisor 608-224-6281  
Organics: Erin Mani, Supervisor 608-224-6269  
Environmental Toxicology: Dawn Perkins, Supervisor 608-224-6230  
Water Microbiology: Martin Collins, Supervisor 608-224-6239  
Radiochemistry: Jesse Wouters, Supervisor 608-224-6227



# Laboratory Report

Environmental Health Division

**WSLH Sample: 718807001**

Report To:  
BEN BROOKS  
WAUSAU WWTP  
430 ADRIAN ST  
WAUSAU, WI 54401

Invoice To:  
TONIRAYALA WAUSAU CITY CLERK  
407 GRANT ST  
WAUSAU, WI 54403

Customer ID: 358849

Field #: J512873-2029, SCOOP J336248  
Project No:  
Collection End: 1/22/2024 8:56:00 AM  
Collection Start:  
Collected By: JASON SCHILL  
Date Received: 1/23/2024  
Date Reported: 2/19/2024  
Sample Reason:

ID#:  
Sample Location:  
Sample Description:  
Sample Type: SL-SLUDGE  
Waterbody:  
Point or Outfall:  
Sample Depth:  
Program Code:  
Region Code:  
County:

## Sample Comments

MeFOSE internal standard not present; no result is available  
Due to the sample's composition, less than the default 10 grams were extracted. Sample results and limits have been adjusted accordingly.  
Sample results are reported based on the dry weight of the sample. Results have been adjusted to account for the sample's moisture content.

## Dry Weight

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: No Prep Step	Analysis Date: 01/24/24 10:02	Prep Method:			
PERCENT SOLIDS	EPA 160.3	94.7	%	0.00200	0.00200

## Pending Tests

PFAS in Solids by WSLH PFAS in Solids



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Environmental Health Division

**WSLH Sample: 718807001**

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WDNR LAB ID:113133790    NELAP LAB ID:2091    EPA LAB ID:WI00007, WI00008    WI DATCP ID:105-415

#### List of Abbreviations:

LOD = Level of detection  
LOQ = Level of quantification (for PFAS the LOQ = MRL)  
ND = None detected. Results are less than the LOD  
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if LOD=LOQ, Limits were not statistically derived

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Organics: Erin Mani, Supervisor 608-224-6269  
Environmental Toxicology: Dawn Perkins, Supervisor 608-224-6230  
Water Microbiology: Martin Collins, Supervisor 608-224-6239  
Radiochemistry: Jesse Wouters, Supervisor 608-224-6227

Environmental Health Division

**WSLH Sample: 723396001**

Report To:  
BEN BROOKS  
WAUSAU WWTP  
430 ADRIAN ST  
WAUSAU, WI 54401

Invoice To:  
TONIRAYALA WAUSAU CITY CLERK  
407 GRANT ST  
WAUSAU, WI 54403

Customer ID: 358849

Field #: 20821021  
Project No:  
Collection End: 2/27/2024 9:07:00 AM  
Collection Start:  
Collected By: JASON SCHILL  
Date Received: 2/28/2024  
Date Reported: 3/15/2024  
Sample Reason:

ID#:   
Sample Location:  
Sample Description:  
Sample Type: IF-INFLUENT (UNTREATED WW)  
Waterbody:  
Point or Outfall:  
Sample Depth:  
Program Code:  
Region Code:  
County:

## Sample Comments

No reportable result for PFHxS due to interference.

Internal standard does not meet 10:1 signal to noise ratio for 4:2 FTSA. No reportable results.

## PFAS in Waste Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 03/07/24 09:50	Analysis Date: 03/11/24 13:33	Prep Method:			
PFBS (375-73-5)	WSLH PFAS in Waste Water	301	ng/L	12.7	43.1
Prep Date: 03/07/24 09:50	Analysis Date: 03/11/24 14:35	Prep Method:			
PFBA (375-22-4)	WSLH PFAS in Waste Water	16.4	ng/L	1.16	3.89
Interference					
PFPeA (2706-90-3)	WSLH PFAS in Waste Water	5.56	ng/L	0.756	1.95
PFHxA (307-24-4)	WSLH PFAS in Waste Water	6.61	ng/L	0.661	1.95
The internal standard QC limit has failed low.					
PFPeS (2706-91-4)	WSLH PFAS in Waste Water	<0.457	ng/L	0.457	0.973
HFPO-DA (13252-13-6)	WSLH PFAS in Waste Water	<0.668	ng/L	0.668	1.95

Environmental Health Division

**WSLH Sample: 723396001**

## PFAS in Waste Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 03/07/24 09:50	Analysis Date: 03/11/24 14:35	Prep Method:			
	Water				
PFHpA (375-85-9)	WSLH PFAS in Waste Water	2.76	ng/L	0.658	1.95
DONA (919005-14-4)	WSLH PFAS in Waste Water	<1.95	ng/L	0.573	1.95
Interference					
6:2 FTSA (27619-97-2)	WSLH PFAS in Waste Water	<0.655	ng/L	0.655	1.95
The internal standard QC limit has failed high.					
PFOA (335-67-1)	WSLH PFAS in Waste Water	5.84	ng/L	0.585	1.95
PFHpS (375-92-8)	WSLH PFAS in Waste Water	<0.577	ng/L	0.577	1.95
PFOS (1763-23-1)	WSLH PFAS in Waste Water	6.03	ng/L	0.521	1.95
PFNA (375-95-1)	WSLH PFAS in Waste Water	<0.646	ng/L	0.646	1.95
9Cl-PF3ONS (756426-58-1)	WSLH PFAS in Waste Water	<0.610	ng/L	0.610	1.95
8:2 FTSA (39108-34-4)	WSLH PFAS in Waste Water	<0.818	ng/L	0.818	1.95
PFDA (335-76-2)	WSLH PFAS in Waste Water	<0.512	ng/L	0.512	1.95
PFNS (68259-12-1)	WSLH PFAS in Waste Water	<0.642	ng/L	0.642	1.95
N-MeFOSAA (2355-31-9)	WSLH PFAS in Waste Water	<0.639	ng/L	0.639	1.95
N-EtFOSAA (2991-50-6)	WSLH PFAS in Waste Water	4.39	ng/L	0.886	1.95
The internal standard QC limit has failed low.					
FOSA (754-91-6)	WSLH PFAS in Waste Water	<0.759	ng/L	0.759	1.95
The internal standard QC limit has failed low.					
PFUnA (2058-94-8)	WSLH PFAS in Waste Water	<0.622	ng/L	0.622	1.95
PFDS (335-77-3)	WSLH PFAS in Waste Water	<0.888	ng/L	0.888	1.95
11Cl-PF3OUdS (763051-92-9)	WSLH PFAS in Waste Water	<0.668	ng/L	0.668	1.95
PFDoA (307-55-1)	WSLH PFAS in Waste Water	<1.05	ng/L	1.05	3.89

Environmental Health Division

**WSLH Sample: 723396001**

## PFAS in Waste Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 03/07/24 09:50	Analysis Date: 03/11/24 14:35	Prep Method:			
PFDoS (79780-39-5)	WSLH PFAS in Waste Water	<1.31	ng/L	1.31	3.89
PFTTrDA (72629-94-8)	WSLH PFAS in Waste Water	<1.17	ng/L	1.17	3.89
N-MeFOSA (31506-32-8)	WSLH PFAS in Waste Water	<0.600	ng/L	0.600	1.95
N-MeFOSE (24448-09-7)	WSLH PFAS in Waste Water	<0.607	ng/L	0.607	1.95
N-EtFOSA (4151-50-2)	WSLH PFAS in Waste Water	<0.445	ng/L	0.445	0.973
N-EtFOSE (1691-99-2)	WSLH PFAS in Waste Water	<0.569	ng/L	0.569	1.95
PFTTeDA (376-06-7)	WSLH PFAS in Waste Water	<1.00	ng/L	1.00	3.89





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Environmental Health Division

**WSLH Sample: 723396001**

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WDNR LAB ID:113133790    NELAP LAB ID:2091    EPA LAB ID:WI00007, WI00008    WI DATCP ID:105-415

**List of Abbreviations:**

LOD = Level of detection  
LOQ = Level of quantification (for PFAS the LOQ = MRL)  
ND = None detected. Results are less than the LOD  
F next to result = Result is between LOD and LOQ  
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if LOD=LOQ, Limits were not statistically derived

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Metals: Graham Anderson, Supervisor 608-224-6281  
Organics: Erin Mani, Supervisor 608-224-6269  
Environmental Toxicology: Dawn Perkins, Supervisor 608-224-6230  
Water Microbiology: Martin Collins, Supervisor 608-224-6239  
Radiochemistry: Jesse Wouters, Supervisor 608-224-6227

Environmental Health Division

**WSLH Sample: 723421001**

Report To:  
BEN BROOKS  
WAUSAU WWTP  
430 ADRIAN ST  
WAUSAU, WI 54401

Invoice To:  
TONIRAYALA WAUSAU CITY CLERK  
407 GRANT ST  
WAUSAU, WI 54403

Customer ID: 358849

Field #: VAC161222  
Project No:  
Collection End: 2/27/2024 8:40:00 AM  
Collection Start:  
Collected By: JASON SCHILL  
Date Received: 2/28/2024  
Date Reported: 3/12/2024  
Sample Reason:

ID#:   
Sample Location:  
Sample Description:  
Sample Type: EF-EFFLUENT (TREATED WW)  
Waterbody:  
Point or Outfall:  
Sample Depth:  
Program Code:  
Region Code:  
County:

## PFAS in Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 02/29/24 09:50	Analysis Date: 03/01/24 17:40	Prep Method:			
PFBA (375-22-4)	WSLH PFAS in Water	11.7	ng/L	0.626	1.77
PFPeA (2706-90-3)	WSLH PFAS in Water	7.55	ng/L	0.250	0.884
4:2 FTSA (757124-72-4)	WSLH PFAS in Water	<0.188	ng/L	0.188	0.884
The internal standard QC limit has failed high.					
PFHxA (307-24-4)	WSLH PFAS in Water	11.9	ng/L	0.297	0.884
PFPeS (2706-91-4)	WSLH PFAS in Water	<0.164	ng/L	0.164	0.884
HFPO-DA (13252-13-6)	WSLH PFAS in Water	<0.199	ng/L	0.199	0.884
PFHpA (375-85-9)	WSLH PFAS in Water	2.90	ng/L	0.278	0.884
PFHxS (355-46-4)	WSLH PFAS in Water	1.80	ng/L	0.327	0.884
Interference					
DONA (919005-14-4)	WSLH PFAS in Water	<0.262	ng/L	0.262	0.884
6:2 FTSA (27619-97-2)	WSLH PFAS in Water	0.221F	ng/L	0.215	0.884
The internal standard QC limit has failed high.					
PFOA (335-67-1)	WSLH PFAS in Water	7.39	ng/L	0.217	0.884

Environmental Health Division

**WSLH Sample: 723421001**

## PFAS in Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 02/29/24 09:50		Analysis Date: 03/01/24 17:40		Prep Method:	
PFHpS (375-92-8)	WSLH PFAS in Water	<0.194	ng/L	0.194	0.884
PFOS (1763-23-1)	WSLH PFAS in Water	5.41	ng/L	0.293	0.884
PFNA (375-95-1)	WSLH PFAS in Water	0.482F	ng/L	0.240	0.884
9CI-PF3ONS (756426-58-1)	WSLH PFAS in Water	<0.169	ng/L	0.169	0.884
8:2 FTSA (39108-34-4)	WSLH PFAS in Water	<0.385	ng/L	0.385	0.884
The internal standard QC limit has failed high.					
PFDA (335-76-2)	WSLH PFAS in Water	0.413F	ng/L	0.247	0.884
PFNS (68259-12-1)	WSLH PFAS in Water	<0.167	ng/L	0.167	0.884
N-MeFOSAA (2355-31-9)	WSLH PFAS in Water	1.41	ng/L	0.298	0.884
N-EtFOSAA (2991-50-6)	WSLH PFAS in Water	1.64	ng/L	0.176	0.884
FOSA (754-91-6)	WSLH PFAS in Water	<0.162	ng/L	0.162	0.884
PFUnA (2058-94-8)	WSLH PFAS in Water	<0.222	ng/L	0.222	0.884
PFDS (335-77-3)	WSLH PFAS in Water	<0.264	ng/L	0.264	0.884
11CI-PF3OUdS (763051-92-9)	WSLH PFAS in Water	<0.164	ng/L	0.164	0.884
PFDoA (307-55-1)	WSLH PFAS in Water	<0.225	ng/L	0.225	0.884
PFDoS (79780-39-5)	WSLH PFAS in Water	<0.350	ng/L	0.350	0.884
PFTTrDA (72629-94-8)	WSLH PFAS in Water	<0.344	ng/L	0.344	0.884
N-MeFOSA (31506-32-8)	WSLH PFAS in Water	<0.343	ng/L	0.343	0.884
N-MeFOSE (24448-09-7)	WSLH PFAS in Water	<0.207	ng/L	0.207	0.884
N-EtFOSA (4151-50-2)	WSLH PFAS in Water	<0.293	ng/L	0.293	0.884
N-EtFOSE (1691-99-2)	WSLH PFAS in Water	<0.324	ng/L	0.324	0.884
PFTeDA (376-06-7)	WSLH PFAS in Water	<0.228	ng/L	0.228	0.884
Prep Date: 02/29/24 09:50		Analysis Date: 03/04/24 11:54		Prep Method:	
PFBS (375-73-5)	WSLH PFAS in Water	272	ng/L	1.93	8.84

Result obtained from dilution of extract. True isotope dilution not achieved. Result is approximate.



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Environmental Health Division

**WSLH Sample: 723421001**

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WDNR LAB ID: 113133790    NELAP LAB ID: 2091    EPA LAB ID: WI00007, WI00008    WI DATCP ID: 105-415

**List of Abbreviations:**

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LOQ = Level of quantification (for PFAS the LOQ = MRL)  
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Organics: Erin Mani, Supervisor 608-224-6269  
Environmental Toxicology: Dawn Perkins, Supervisor 608-224-6230  
Water Microbiology: Martin Collins, Supervisor 608-224-6239  
Radiochemistry: Jesse Wouters, Supervisor 608-224-6227

# Laboratory Report

Environmental Health Division

**WSLH Sample: 723421002**

Report To:  
BEN BROOKS  
WAUSAU WWTP  
430 ADRIAN ST  
WAUSAU, WI 54401

Invoice To:  
TONIRAYALA WAUSAU CITY CLERK  
407 GRANT ST  
WAUSAU, WI 54403

Customer ID: 358849

Field #: FRB2  
Project No:  
Collection End: 2/27/2024 8:40:00 AM  
Collection Start:  
Collected By: JASON SCHILL  
Date Received: 2/28/2024  
Date Reported: 3/12/2024  
Sample Reason:

ID#:  
Sample Location:  
Sample Description:  
Sample Type: EF-EFFLUENT (TREATED WW)  
Waterbody:  
Point or Outfall:  
Sample Depth:  
Program Code:  
Region Code:  
County:

## Sample Comments

FIELD REAGENT BLANK (FRB)

## PFAS in Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 03/06/24 08:45	Analysis Date: 03/08/24 12:31	Prep Method:			
PFBA (375-22-4)	WSLH PFAS in Water	<0.697	ng/L	0.697	1.97
PFPeA (2706-90-3)	WSLH PFAS in Water	<0.278	ng/L	0.278	0.984
PFBS (375-73-5)	WSLH PFAS in Water	<0.215	ng/L	0.215	0.984
4:2 FTSA (757124-72-4)	WSLH PFAS in Water	<0.210	ng/L	0.210	0.984
PFHxA (307-24-4)	WSLH PFAS in Water	<0.331	ng/L	0.331	0.984
PFPeS (2706-91-4)	WSLH PFAS in Water	<0.183	ng/L	0.183	0.984
HFPO-DA (13252-13-6)	WSLH PFAS in Water	<0.221	ng/L	0.221	0.984
PFHpA (375-85-9)	WSLH PFAS in Water	<0.310	ng/L	0.310	0.984
PFHxS (355-46-4)	WSLH PFAS in Water	<0.364	ng/L	0.364	0.984
DONA (919005-14-4)	WSLH PFAS in Water	<0.291	ng/L	0.291	0.984
6:2 FTSA (27619-97-2)	WSLH PFAS in Water	<0.239	ng/L	0.239	0.984

Environmental Health Division

**WSLH Sample: 723421002**

## PFAS in Water

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 03/06/24 08:45	Analysis Date: 03/08/24 12:31	Prep Method:			
PFOA (335-67-1)	WSLH PFAS in Water	<0.241	ng/L	0.241	0.984
PFHpS (375-92-8)	WSLH PFAS in Water	<0.216	ng/L	0.216	0.984
PFOS (1763-23-1)	WSLH PFAS in Water	<0.326	ng/L	0.326	0.984
PFNA (375-95-1)	WSLH PFAS in Water	<0.268	ng/L	0.268	0.984
9CI-PF3ONS (756426-58-1)	WSLH PFAS in Water	<0.188	ng/L	0.188	0.984
8:2 FTSA (39108-34-4)	WSLH PFAS in Water	<0.429	ng/L	0.429	0.984
PFDA (335-76-2)	WSLH PFAS in Water	<0.275	ng/L	0.275	0.984
PFNS (68259-12-1)	WSLH PFAS in Water	<0.186	ng/L	0.186	0.984
N-MeFOSAA (2355-31-9)	WSLH PFAS in Water	<0.332	ng/L	0.332	0.984
N-EtFOSAA (2991-50-6)	WSLH PFAS in Water	<0.196	ng/L	0.196	0.984
FOSA (754-91-6)	WSLH PFAS in Water	<0.180	ng/L	0.180	0.984
PFUnA (2058-94-8)	WSLH PFAS in Water	<0.247	ng/L	0.247	0.984
PFDS (335-77-3)	WSLH PFAS in Water	<0.294	ng/L	0.294	0.984
11CI-PF3OUdS (763051-92-9)	WSLH PFAS in Water	<0.183	ng/L	0.183	0.984
PFDoA (307-55-1)	WSLH PFAS in Water	<0.251	ng/L	0.251	0.984
PFDoS (79780-39-5)	WSLH PFAS in Water	<0.390	ng/L	0.390	0.984
PFTrDA (72629-94-8)	WSLH PFAS in Water	<0.383	ng/L	0.383	0.984
N-MeFOSA (31506-32-8)	WSLH PFAS in Water	<0.382	ng/L	0.382	0.984
The Laboratory Control Spike (LCS) does not meet the upper QC limit.					
N-MeFOSE (24448-09-7)	WSLH PFAS in Water	<0.230	ng/L	0.230	0.984
N-EtFOSA (4151-50-2)	WSLH PFAS in Water	<0.327	ng/L	0.327	0.984
The Laboratory Control Spike (LCS) does not meet the upper QC limit.					
N-EtFOSE (1691-99-2)	WSLH PFAS in Water	<0.361	ng/L	0.361	0.984
PFTeDA (376-06-7)	WSLH PFAS in Water	<0.254	ng/L	0.254	0.984





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Environmental Health Division

**WSLH Sample: 723421002**

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WDNR LAB ID:113133790    NELAP LAB ID:2091    EPA LAB ID:WI00007, WI00008    WI DATCP ID:105-415

**List of Abbreviations:**

LOD = Level of detection  
LOQ = Level of quantification (for PFAS the LOQ = MRL)  
ND = None detected. Results are less than the LOD  
F next to result = Result is between LOD and LOQ  
Z next to result = Result is between 0 (zero) and LOD  
if LOD=LOQ, Limits were not statistically derived

Test results for NELAP accredited tests are certified to meet the requirements of the NELAC standards. For a list of accredited analytes see <http://www.slh.wisc.edu/about/compliance/nelac-laboratory-accreditation>  
Results, LOD and LOQ values have been adjusted for analytical dilutions and percent moisture where applicable.  
Results relate only to the items tested.  
This Laboratory Report shall not be reproduced except in full, without written approval of the laboratory.  
The water microbiology unit analyzes samples as received and not all samples are tested for preservation before analysis is performed.

**Responsible Party**

Inorganic Chemistry: Graham Anderson, Supervisor 608-224-6281  
Metals: Graham Anderson, Supervisor 608-224-6281  
Organics: Erin Mani, Supervisor 608-224-6269  
Environmental Toxicology: Dawn Perkins, Supervisor 608-224-6230  
Water Microbiology: Martin Collins, Supervisor 608-224-6239  
Radiochemistry: Jesse Wouters, Supervisor 608-224-6227

Environmental Health Division

**WSLH Sample: 723407001**

Report To:  
BEN BROOKS  
WAUSAU WWTP  
430 ADRIAN ST  
WAUSAU, WI 54401

Invoice To:  
TONIRAYALA WAUSAU CITY CLERK  
407 GRANT ST  
WAUSAU, WI 54403

Customer ID: 358849

Field #:	SCOOP-J336248 J512873-2024	ID#:	
Project No:		Sample Location:	
Collection End:	2/27/2024 9:38:00 AM	Sample Description:	
Collection Start:		Sample Type:	SL-SLUDGE
Collected By:	JASON SCHILL	Waterbody:	
Date Received:	2/28/2024	Point or Outfall:	
Date Reported:	3/12/2024	Sample Depth:	
Sample Reason:		Program Code:	
		Region Code:	
		County:	

## Sample Comments

Due to the sample's composition, less than the default 10 grams were extracted. Sample results and limits have been adjusted accordingly.  
Sample results are reported based on the dry weight of the sample. Results have been adjusted to account for the sample's moisture content.  
Sample temperature greater than 6°C upon receipt.

## Dry Weight

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: No Prep Step	Analysis Date: 03/04/24 08:10	Prep Method:			
PERCENT SOLIDS	EPA 160.3	92.2	%	0.00200	0.00200

## PFAS in Solids

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 03/05/24 06:55	Analysis Date: 03/05/24 14:12	Prep Method:			
PFBA (375-22-4)	WSLH PFAS in Solids	0.270	ng/g	0.0551	0.230
PFPeA (2706-90-3)	WSLH PFAS in Solids	0.0772F	ng/g	0.0322	0.0919
PFBS (375-73-5)	WSLH PFAS in Solids	0.704	ng/g	0.0276	0.0919

Environmental Health Division

**WSLH Sample: 723407001**

## PFAS in Solids

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 03/05/24 06:55      Analysis Date: 03/05/24 14:12      Prep Method:					
Interference					
4:2 FTSA (757124-72-4)	WSLH PFAS in Solids	<0.0735	ng/g	0.0735	0.230
The internal standard QC limit has failed high.					
PFHxA (307-24-4)	WSLH PFAS in Solids	0.620	ng/g	0.0459	0.0919
PFPeS (2706-91-4)	WSLH PFAS in Solids	<0.0322	ng/g	0.0322	0.0919
HFPO-DA (13252-13-6)	WSLH PFAS in Solids	<0.0459	ng/g	0.0459	0.0919
PFHpA (375-85-9)	WSLH PFAS in Solids	<0.0597	ng/g	0.0597	0.230
PFHxS (355-46-4)	WSLH PFAS in Solids	0.0354F	ng/g	0.0276	0.0919
Interference					
Transition Ion Ratio Failure.					
DONA (919005-14-4)	WSLH PFAS in Solids	<0.0322	ng/g	0.0322	0.0919
6:2 FTSA (27619-97-2)	WSLH PFAS in Solids	0.0418F	ng/g	0.0413	0.0919
The internal standard QC limit has failed high.					
PFOA (335-67-1)	WSLH PFAS in Solids	0.352	ng/g	0.0367	0.0919
PFHpS (375-92-8)	WSLH PFAS in Solids	<0.0597	ng/g	0.0597	0.230
PFOS (1763-23-1)	WSLH PFAS in Solids	5.94	ng/g	0.0276	0.0919
PFNA (375-95-1)	WSLH PFAS in Solids	0.133	ng/g	0.0322	0.0919
Transition Ion Ratio Failure.					
9CI-PF3ONS (756426-58-1)	WSLH PFAS in Solids	<0.0551	ng/g	0.0551	0.230
8:2 FTSA (39108-34-4)	WSLH PFAS in Solids	0.300	ng/g	0.0322	0.0919
The internal standard QC limit has failed high.					
PFDA (335-76-2)	WSLH PFAS in Solids	0.609	ng/g	0.0413	0.0919
PFNS (68259-12-1)	WSLH PFAS in Solids	<0.0367	ng/g	0.0367	0.0919
N-MeFOSAA (2355-31-9)	WSLH PFAS in Solids	3.03	ng/g	0.0367	0.0919
N-EtFOSAA (2991-50-6)	WSLH PFAS in Solids	3.49	ng/g	0.0459	0.0919
FOSA (754-91-6)	WSLH PFAS in Solids	0.847	ng/g	0.0413	0.0919

The internal standard QC limit has failed low; result may be biased high.

Environmental Health Division

**WSLH Sample: 723407001**

## PFAS in Solids

Analyte	Analysis Method	Result	Units	LOD	LOQ
Prep Date: 03/05/24 06:55	Analysis Date: 03/05/24 14:12	Prep Method:			
PFUnA (2058-94-8)	WSLH PFAS in Solids	0.310	ng/g	0.0689	0.230
PFDS (335-77-3)	WSLH PFAS in Solids	0.274	ng/g	0.0413	0.0919
Interference					
11CI-PF3OUdS (763051-92-9)	WSLH PFAS in Solids	<0.0322	ng/g	0.0322	0.0919
PFDoA (307-55-1)	WSLH PFAS in Solids	0.398	ng/g	0.0459	0.0919
PFDoS (79780-39-5)	WSLH PFAS in Solids	<0.0597	ng/g	0.0597	0.230
PFTTrDA (72629-94-8)	WSLH PFAS in Solids	0.178	ng/g	0.0367	0.0919
Interference					
N-MeFOSA (31506-32-8)	WSLH PFAS in Solids	0.287	ng/g	0.0919	0.230
Branched isomer peak area ratio not observed in analytical standard					
N-MeFOSE (24448-09-7)	WSLH PFAS in Solids	4.45	ng/g	0.106	0.230
N-EtFOSA (4151-50-2)	WSLH PFAS in Solids	0.422	ng/g	0.0551	0.230
Branched isomer peak area ratio not observed in analytical standard					
N-EtFOSE (1691-99-2)	WSLH PFAS in Solids	2.33	ng/g	0.0367	0.0919
PFTeDA (376-06-7)	WSLH PFAS in Solids	0.195	ng/g	0.0413	0.0919



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Environmental Health Division

**WSLH Sample: 723407001**

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WDNR LAB ID:113133790    NELAP LAB ID:2091    EPA LAB ID:WI00007, WI00008    WI DATCP ID:105-415

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Radiochemistry: Jesse Wouters, Supervisor 608-224-6227

**WAUSAU WASTEWATER: INFLUENT, EFFLUENT & BIOSOLIDS PFAS TESTING**

**< 16 ng/g (ug/kg)= no further action required by WDNR** ?

**< 20 ng/g (ug/kg)= no further action required by WDNR** 2/15/24 DNR Guidance

Date:	Influent PFOA: ng/L	Influent PFOS: ng/L	< 20 ng/L (ppt)= WDNR proposed limit Effluent PFOA: ng/L	< 8 ng/L (ppt)= WDNR proposed limit Effluent PFOS: ng/L	Biosolids PFOA: ng/g	Biosolids PFOS: ng/g	Biosolids Combined PFOA & PFOS: ng/g (ug/kg)	DRYER: ON/OFF
1/5/2021			14.8	8.48				
10/24/2023	4.68	6.3	5.86	7.81	0.744	7.06	7.8	OFF
11/30/2023	4.8	8.91	7.73	34	0.561	7.78	8.3	ON
12/20/2023	4.67	6.36	6.68	6.74	1.00	10.3	11.3	OFF
1/22/2024	6.11	22.6	5.73	4.91	0.755	7.72	8.5	OFF
2/27/2024	5.84	6.03	7.39	5.41	0.352	5.94	6.3	OFF





**1st violation:** Written warning

**2nd violation:** \$1,000.00 fine in addition to cost incurred for any cleanup of plant equipment at a rate of \$100.00 per hour, along with any additional lab testing required to identify strength of load

**3rd violation:** TERMINATION OF PERMIT

3. Any unpaid invoices over 30 days will bear an interest rate of 18% per annum and addition thereto have the effect of immediately terminating this permit thereby immediately terminating the above-named HAULER privilege to disposal of septic/holding tank waste at the City of Wausau Wastewater Treatment Facility. If the HAULER brings their account current with the CITY, said HAULER may reapply for a new permit.
4. Payment to the City for discharges invoiced shall be paid within 30 days of billing. Trucks equipped with electronic volume devices will be charged at a per 1,000-gallon rate for holding tank waste and a per 1,000-gallon rate for septic tank and portable toilet waste. (See enclosed fee schedule A) The CITY reserves the right to raise rates during this contract and will give the HAULER 30 days' notice prior to increase. Trucks not equipped with electronic volume devices shall be charged based on 95% of actual truck volume regardless of actual volume. The costs billed to the HAULER shall include, but shall not be limited to, the charges to defray the additional expense of accepting septage, all necessary and allowable laboratory analysis for (BOD, TSS, Ammonia Nitrogen, pH and Total Phosphorus) plus a volume surcharge for discharging to the City of Wausau sewerage system. Said charges shall be based on the prevailing service charge rate used for all other such users of the City of Wausau sewer system.
5. The CITY shall request HAULERS to provide a sample of all industrial strength waste offered for disposal for analysis to determine treatability, strength, and compatibility of waste. The lab result of said sample can, and will, be used for billing purposes to the HAULER. The following list of lab parameters will be analyzed for loading strength purposes. BOD, TSS, Ammonia Nitrogen, pH, and Total Phosphorus. The cost of said analysis shall be invoiced to the HAULER or owner of said waste. Split samples shall be provided to the HAULER, or owner, upon request.
6. The CITY may collect samples of all waste offered for disposal for analysis to determine treatability and compatibility of the waste. The results of said analysis can be used as a basis for charges billed to the HAULER. The following parameters may be analyzed: BOD, TSS, Ammonia Nitrogen, pH, Total Phosphorus, Chlorides, etc. The cost of said analysis shall be invoiced to the HAULER. Split samples shall be provided to the HAULER upon request.
7. The HAULER agrees to carry the following coverage:
  - (1) Commercial General Liability – each occurrence \$1,000,000
  - (2) Products-Completed Operations Aggregate - \$2,000,000
  - (3) General Aggregate - \$2,000,000
  - (4) Automobile Liability – Combined Single Limit - \$1,000,000
  - (5) Worker's Compensation – Statutory Limits and Employer's Liability as follows:
    - i. Each Accident - \$100,000
    - ii. Disease – Policy Limit - \$500,000
    - iii. Disease – Each Employer - \$100,000
  - (6) Umbrella Liability – each occurrence - \$1,000,000
  - (7) Aggregate - \$1,000,000

to protect all persons or property from injury and/or damage caused by any act, or the failure to act, or negligence by the HAULER, its employees, or agents. **The HAULER, at the time of applying for this permit, shall supply a current certificate certifying coverage.**

8. The HAULER agrees to deposit only those materials of domestic origin, or compatible pollutants only and the HAULER further agrees that they will comply with the provisions of all applicable ordinances of the

CITY and shall not deposit any: straw, gasoline, oil, acid, alkali, grease, rags, volatile waste or flammable liquids, or other deleterious substances into the public sewers, not allow any earth, sand or other solid material to pass into any part of the City of Wausau Wastewater Treatment facilities.

9. The HAULER agrees to indemnify and hold harmless the CITY from all liability and claims for damages arising out of operating under this permit.
- 

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, on behalf of the CITY, by:

SIGNATURE: \_\_\_\_\_

Ben Brooks, Wausau Wastewater Treatment Facility Superintendent

**Septic Hauler Fee Schedule**

<b><u>Holding Tank</u></b>	Waste Volume Charge =	\$11.32 / 1,000 gallons
<b><u>Septic Tank:</u></b>	Waste Volume Charge =	\$89.05 / 1,000 gallons
<b><u>Volume Surcharge</u></b>	Waste Volume Charge =	\$ 1.52 / 1,000 gallons
<b><u>Monthly Admin Fee:</u></b>		\$34.47

Industrial strength waste greater than domestic strength waste will be subject to loading surcharges, volume surcharges, and lab surcharges. Rates in accordance with current Sewer Service Charges established by the City of Wausau. Parameters to include BOD, TSS, Ammonia Nitrogen, pH, and Total Phosphorus.

It is the responsibility of the HAULER to supply the Wausau Wastewater Treatment Plant Lab with all samples requested by City.

03/18/2024

Attached is a final quote for proceeding with the purchase of new sewer televising software through IT Pipes. This new software will replace our current, outdated, and unsupported software and will be used with the sewer televising equipment to record every sewer line and sewer lateral in the future. The IT Pipes Software pricing is HGAC contract pricing. The quote is for a multi-year/3 year of subscription, support, and cloud-based storage. This quote also includes the initial implementation and converting of our current televising software's videos to IT Pipes format in year 1's pricing. I have also attached the contract between the City and IT Pipes that Troy (CCIT), Anne and Tegan (Attorney Department) have reviewed and accepted terms. If it is approved and we can proceed, I'll need to gather the signatures to proceed with the contract with IT Pipes. Please let me know if you need anything else.

Below is the pricing breakdown for the 3-year contract provided by IT Pipes:

- Total year 1: **\$34,250** = \$19,525 Implementation + \$14,725 first year of license subscription -
  - We usually send the bill when the license is active, but we can also send an invoice upfront due 90 days (by then, implementation will be complete)
- Total year 2: **\$14,725** - License subscription only
- Total year 3: **\$14,725** - License subscription only
  - Usually, we would send those invoices at least 60 days before the end of the previous license period, but like I said, we are flexible and can bill this upfront as well.

**3 Year Total: \$63,700**

Thank You,

Ryan Dwelly

Sewer Collection System Supervisor

Wausau Water Works

(715) 261-6948 – Office (715) 574-3149 - Cell

[Ryan.Dwelly@ci.wausau.wi.us](mailto:Ryan.Dwelly@ci.wausau.wi.us)





**ITpipes Opco, LLC.**  
 Ph: +1.505.341.0109  
 Email: bookkeeping@itpipes.com

**Quote/Estimate**

**Quote #: 224270**

**Bill To:**  
 Wausau Water Works, WI  
 Ryan Dwelly  
 407 Grant St.  
 Wausau, WI 54403

**Ship To:**  
 Wausau Water Works, WI  
 Ryan Dwelly  
 407 Grant St.  
 Wausau, WI 54403

**Date:** Oct 10, 2023  
**Valid Till:** Feb 29, 2024  
**Preparer:** Ross Brown  
**Terms:** Due upon license activation.

Quote Notes: 3 Year Contract- Pricing will have 5% discount for years 2 - 3 = \$14,725

- To continue using ITpipes software, an annual software subscription is required at the renewal cost displayed below.
- ITpipes on-demand software subscriptions may incur annual price updates. Set pricing and better conditions are available in 3-year agreements, for further information, please let your sales rep know.
- Payment for implementation costs is due 30 days after order is placed. Payment for all software licensing costs is due upon receipt of license activation key(s) or 90 days after the start of the implementation (whichever comes first) and may be made via credit card, wire transfer, or check deposit (with special arrangements).

PRODUCT DETAILS	QTY
HGAC: SC21H039 <i>#: consultsetup</i>	1
HGAC: SC21H043 <i>#: consultsetup</i>	3
HGAC: SC21H046 <i>#: consultsetup</i>	18
Unpublished Items: Lateral Asset <i>#: consultsetup</i>	1

Signature: .....

**Grand Total** **\$ 63,700.00**

Name: ..... Date:.....

**Terms & Conditions:** Shipping costs may be invoiced separately. Orders ship 10-14 days after payment is received. We are not liable for backorders, but will notify customers as we are informed. A 10-day warranty applies for parts/labor on depot basis. We disclaim any warranties, express or implied, and a restocking fee applies for returns. Prices are subject to change. Sales are direct to end-users or authorized resellers. Invoices not paid on time accrue interest at 1.25% per month, and unpaid checks result in a \$50 charge. Licenses are non-transferable. Legal action to collect unpaid amounts entitles ITpipes to attorney's fees, damages and penalties as per NM law.

## **Service Level, Software Subscription, and End-user License Agreement**

This Agreement aims to define the expectations for the Service Level and Software Subscription provided by ITpipes Opco LLC, a Delaware limited liability company (Vendor) to the City Of Wausau (Customer). This document is the governing Agreement between ITpipes and the Customer dated \_\_\_\_\_.

### **Section A - Service Level Agreement**

#### **A.1 ITpipes Level of Service - Requirements**

The Vendors' staff require remote access for any software application troubleshooting.

- The Vendor uses Zoho Assist for remote access, generating a unique remote session ID that allows login to the Customer system at the admin user level. The Vendor's remote sessions do not provide remote access user control; this is an assistance-type application that the user must initiate and allow access.
- The Vendor does have GoToMeeting as a backup solution for remote access.
- The Vendor does require the Customer to keep a user that has successfully finished ITpipes training on staff to help with service or support on the Customer side.
- The Vendor requires the Customer to have high-speed internet available and provide ITpipes remote access to a system for troubleshooting.<sup>1</sup>
- The Vendor requires that all product requirements, including computer and hardware specifications, are confirmed on the Customer's system for Vendor to install a product or provide service for a product.

#### **A.2 Software Application - Technical Issue Severity**

The Vendor defines technical issues as Severity 1 to 3. Below is a description of each severity level:

- Severity 1-This is a critical, urgent request prohibiting field inspections from being performed.
- Severity 2-This is an important request affecting the performance of ITpipes software and is impacting usage for field or office users. Therefore, remote access is required to work on this severe issue.
- Severity 3-This is a request that would improve usability. Remote access is required to work on this severe issue.

---

<sup>1</sup> Additional systems or hardware that are external to ITpipes software but work within ITpipes software do require Microsoft Windows Administrative permission for ITpipes to help with any type of service. This includes, for example Ibak hardware and software.

### **A.3 Service Level Responsiveness**

Timeliness for response varies based on the technical issue's level of severity, as follows:

Severity 1: Vendor will respond from a qualified staff member to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event, the Vendor will provide a response via telephone within eight (8) hours. The Vendor will continue to provide its best efforts to resolve a Severity 1 problem in less than three business days. The resolution may be a work-around or an interim software release. If Vendor delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: The Vendor will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event will provide a response via telephone will be provided within twelve (12) hours. The Vendor will exercise its best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to the Customer in the same format as the Severity 1 problem. If Vendor delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to Severity 3.

Severity 3: Produces an inconvenient situation in which the ITpipes Software is usable but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact. Vendor will exercise its best efforts to resolve Severity 3 problems in the next maintenance release.

#### **Service Level Agreement Definitions:**

The following definitions apply to Section A:

- "Availability" means, with respect to a particular Subscription, the periods when the Customer, which for the sole purposes of the Agreement shall include Consultant of Customer, can access all material portions of such Subscription outside of (a) Scheduled Maintenance or (b) Special Maintenance.
- "Business Hours" means 7 am to 5 pm (Mountain Time), Monday through Friday. Business hours exclude major holidays, and if a holiday falls on a weekend, the preceding Friday.
- "Order Form" is a product list with pricing identifying specific subscription products that are part of the Service Level and Software Subscription Agreement, typically this is included in Attachment A.
- "Scheduled Maintenance" means a period during which Vendor performs maintenance activities of the Subscription, during which the availability of all or part of the Subscription is suspended. Scheduled Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.



- “Special Maintenance” means a period during which Vendor may suspend the availability of the Subscription, in whole or in part, to address a Severity 1 Error.
- “Severity 1 Error” means a security or other performance issue which may impact one or more Customer’s use of or access to the Subscription and ultimately may impact the availability of the Subscription.

#### **A.4 Software Support Services:**

Vendor and Customer agree that Vendor will provide telephone software support during Business Hours by calling (505) 341.0109 or 877-itpipes. This includes support for software technical issues and access to download updates via the Vendor’s website. Only Customer employees who have been through and received software training from Vendor can call in for support using this AGREEMENT. Customer employees that have not attended ITpipes software training will have a maximum of 2 calls available before the untrained person is referred to attend training, and the Customer will be notified in writing when this occurs.

#### **A.5 Service Level Terms:**

AGREEMENT includes software service and support for the Term of the Agreement, with a maximum of 16 hours of live telephone support in a single month, provided in minimum 15-minute increments, for the annual period defined in the invoice. Any other hardware, software, and other products requested by Customer will be charged to Customer by Vendor as specified in separately quoted fees and terms. Future agreements may be subject to different fees and terms. The Term of the Agreement is shown on Attachment A. The fee for annual support is shown on Attachment A.

#### **A.6 Optional Services:**

With this Agreement, the Customer has the option to purchase or add on services. These are included on Attachment A.

#### **A.7 Service Amount Provided:**

The amount of Service provided during an annual SLA term is a maximum of 48 hours. At 48 hours of usage completed, the Customer will be notified that the SLA expires with 30 days' notice, with an option to renew at an additional cost.

#### **End-User License**

The Vendor is named as ITpipes in this Section.

Unless superseded by a signed license agreement between you and the ITpipes Opco LLC, ITpipes is willing to provide ITpipes Offering and Services to you only if you accept all terms and conditions

[www.itpipes.com](http://www.itpipes.com)

contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of ITpipes Offerings and Services. Please read the terms and conditions carefully. You may not use ITpipes Offerings until you have agreed to the terms and conditions of this Agreement. If you do not agree to the terms and conditions as stated, ITpipes must be informed in writing within 30 days of receipt of the product, you may then request a refund for pro-rated applicable fees paid.

## **Section B - General Agreement**

### **B1.0 General Grant of Rights and Restrictions**

**B1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this agreement, the Vendor:

- A. provides Offerings and Services as set forth in this agreement,
- B. grants to Customer a non-exclusive, non-transferable right and a license or subscription to access and use the Vendor Offerings as outlined in the specifications and or applicable ordering documents, and
- C. authorizes Customer to copy and make derivative works of the ITpipes software documentation for Customer's own internal use in conjunction with Customer's authorized use of ITpipes software subscription.

Customer will include the following copyright attribution notice acknowledging the proprietary rights of the Vendor and its' licensors in any derivative work: Portions of this document include intellectual property of the Vendor and are used under license. Copyright ITpipes and its licensors. All rights reserved.

The grants of right in this section:

1. continue for the duration of the subscription or applicable term or perpetually if no term is applicable or identified in the ordering documents, and
2. are subject to additional rights and restrictions in this agreement.

**B1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to

1. host the Vendor Offerings for Customer's benefit, and
2. use the Vendor Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants and contractors compliance with this agreement and will

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ensure that each consultant or contractor discontinues the use of the Vendor Offerings upon completion of work for Customer. Access to Vendor Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**B1.3 Reservation of Rights.** All the Vendor Offerings are the copyrighted works of the Vendor or its license source; all rights not specifically granted in this agreement are reserved.

**B1.4 Customer Content.** The Vendor does not acquire any rights in Customer content under this agreement other than as needed to provide the Vendor Offerings and Services to Customer.

## **B2.0 General Definitions**

The following definitions apply to the whole agreement:

- “Anonymous Users” means all who have public access (i.e. without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- “API” means application programming interface.
- “App Login Credentials” means a system-generated application login and associated password, provided when registering a Value-Added application with Online Services, which is then embedded in a value-added application, which then allows the value-added application to access and use Online Services.
- “Cloud Services” means Vendor managed, online hosting services.
- “Concurrent Use License” means a license to use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired.
- “Malicious Code” means any code in any part of a software system or script that is intended to cause undesired effects, security breaches or damage to a system. This includes, but not limited to, attack scripts, viruses, worms, Trojan horses, backdoors and malicious active content.
- “Named User(s)” is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to an ITpipes software product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- “Named User Credential(s)” means the right for a single Named User to use a specific Vendor Offering(s) .



- “Online Services” means any commercially available, internet-based application that Vendor provides.
- “Online Services Subscription” means a limited-term subscription conveying the right for one or more Named Users to access Vendor Offering(s).
- “Ordering Document” means a sales quote, renewal quote, purchase order, proposal, or other document identifying Products or Services that Customer orders.
- “Server License” means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment based on the Ordering Documents.
- “Service Level Agreement” means a limited-term subscription agreement that Vendor provides that entitles Customer to technical support and web-based learning resources.
- “Sharing Tools” means capabilities included with Customer’s authorized use of Vendor Offering(s) that allow Customer to make Customer content and Value-Added applications available to third parties or Anonymous Users.
- “Single Use License” means a license for an authorized end user to install and use Software on a single computer. No other end user may use Software under the same license, at the same time, for any other purpose.
- “Software Subscription” means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- “Value Added Application” means an application developed by Customer for use in conjunction with the authorized use of any software, data, or Online Services.

**B2.1. License and Subscription Types.** Vendor provides software products under one or more of the license or subscription types identified in the above definitions. The ordering documents identify which license or subscription type is covered within the Agreement.

**B2.2 Terms of Use.** A Customer may:

1. install access or store software and data on electronic storage devices,
2. make archival copies or routine computer backups,
3. install and use a newer version of software concurrently with a version to be replaced during a reasonable transition, not to exceed six months, provided that the deployment of either version does not exceed Customer’s license quantity. After the transition to a newer version of the software is complete, the Customer will not use more software in the aggregate than Customer’s total license quantity, and/or
4. move software in the license configuration to a replacement computer.

Customer may customize software using any scripting language, APIs, or object code libraries but only to the extent that such customization is described in the ITpipes software documentation.

### **B2.3 Online Services Terms of Use.**

- a. A current copy of the current Online Cloud Services Agreement will be delivered and signed by both parties and both parties are bound by the provisions in the agreement at time of signing. Changes that materially affect the terms of the Online Cloud Services Agreement are required to be sent in writing by ITpipes to the City Of Wausau within 30 days prior to implementation. Changes to agreement that cannot be agreed to by either party provisions shall follow the Contract Breach Provisions and arbitration in Section C2.
- b. **Modifications of Online Services.** Vendor may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecation; if any modification discontinuation, or deprecation of Online Services causes a material adverse impact to Customer's operations Vendor may, at its discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable for Customer, Customer may cancel the subscription to Online Services when applicable and upon request, Vendor will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer content using sharing tools that enable third parties to use, store, cache, copy, reproduce, redistribute, and re-transmit Customer content through Online Services. Vendor is not responsible for any loss, deletion, modification, or disclosure of Customer content resulting from use or misuse of sharing tools. Customer use of sharing tools is at Customer's sole risk.

**B2.4 Named User Licenses.** Except as expressly set forth in this Agreement the following terms apply to Software and Online Services for which Customer acquires named user licenses.

- A. Named users.
  - a. Named user login credentials are for designated users only and may not be shared with others.
  - b. Customer may reassign a named user license to another user if the former user no longer requires access to the software or Online Services.
  - c. Customer may not add third parties as named users other than those included within the definition of named users.

- B. Anonymous Users. Anonymous users may only access software or Online Services through value-added applications that provide access to services or content that has been published for shared access through the use of sharing tools.

### **B2.5 Value-Added Applications.**

1. Customer is responsible for the development operation and technical support of Customer content and value-add applications.
2. Customer may not provide a third party, other than third parties included within the definition of named users, with access to software or Online Services other than through Customer's Value Added Applications.

### **B2.6 Limited-Use Programs.**

**Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes and not for commercial use. Any such use is at Customer's own risk and the products do not qualify for maintenance. If Customer does not convert to a purchased license or subscription license prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer content and configurations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export Customer content before the license expires.

### **Services**

Vendor may provide managed Cloud Services, Training, or Professional Services under an applicable Ordering Document. Unless Customer has signed and has a fully executed agreement with Vendor establishing terms and conditions for such services, Vendor performance is subject to the Services terms and conditions incorporated by reference and found within the above Service Level Agreement.



## **Section C: General Terms and Conditions**

### **C1 General Use Restrictions.**

The following general terms and conditions apply to all Vendor Offerings and Services that Vendor may offer to its Customers.

Except as expressly permitted in this Agreement, Customer will not:

- A. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Vendor Services or Offerings;
- B. Distribute or provide direct access to Services or Vendor Offerings to third parties, in whole or in part;
- C. Distribute authorization codes to third parties;
- D. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- E. Make any attempt to circumvent the technological measure(s) that control access to or use of Vendor Offerings;
- F. Remove or obscure any Vendor or its licensor's patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Vendor Offerings, output, online, or hard copy data or documentation; or
- G. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Vendor.

These restrictions will not apply to the extent they conflict with applicable law or regulation.

### **C2 Term & Termination.**

Customer may terminate this Agreement or any ITpipes license or subscription at any time upon written notice to Vendor.

In the event that the Customer terminates this Agreement before the expiration of the term specified in Attachment A (the term), the Customer shall be required to pay an early termination fee in the amount of 15% of the annual agreement cost in year one, 20% in year two, and 25% in the final year of the agreement. This fee is intended to compensate Vendor for initial efforts put into the contract and any losses or damages that Vendor may incur as a result of the early termination and shall be due and payable on receipt of written notice of termination from the Customer. All fees paid by the Customer to the Vendor are non-refundable.



Upon any termination of this Agreement for breach, Vendor will stop providing Services and Offerings.

Notification of breach provisions Notice of breach must be submitted in writing and 30 days allowed for a response to be generated by either signing party

DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of laws provisions. ITpipes Opco LLC consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin.

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

Upon any termination for an uncured breach or expiration of a license or subscription, Vendor will:

- A. Provide 30 days' notice to the Customer.
- B. Provide access to systems for 45 Business days, starting from the delivery of notice, at which time, Customer will download their data from the Vendors website using means approved in the Vendor Support materials available online.

NONAPPROPRIATION OF FUNDS. The City Of Wausau may cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

### **C3 Limited Warranties and Disclaimers.**

1. Except as disclaimed below, the Vendor warrants to Customer that:
  - a. Products and Training will substantially comply with the applicable Specifications.
  - b. Services will substantially conform to the defined licenses on Exhibit A and professional and technical industry standards set forth by NASSCO.
  - c. The warranty period for the Vendor Offerings under a perpetual license and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for the Vendor Offerings offered under a subscription basis runs for the duration of the subscription term.
2. Special Disclaimer. Online services are provided at no charge, and Beta Products are delivered “as is” and without warranty of any kind.
3. Except for the express limited warranties outlined in this agreement, the Vendor disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights. The vendor is not responsible for any non-conformity with specifications or loss deletion modification or disclosure of the Customer content caused by the Customer’s modification of any Vendor offering other than as specified in the documentation. The Vendor does not warrant that Vendor Offerings, or Customer operation of the same, will be uninterrupted, error-free, fault-tolerant, or fail-safe or that all non-conformities can or will be corrected. The Vendor Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Any such uses will be at the Customer’s own risk and cost.

### **C4 Disclaimers.**

- **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuation of operation of the Internet or regulation of the Internet that might restrict or prohibit the operation of Cloud Services.

### **C5 Exclusive Remedy.**

The Customer's exclusive remedy and the Vendor entire liability for breach of the limited warranties in the section will be to:

1. Provide a workaround for the applicable Vendor Offering or Service.
2. At the Vendors' election, terminate the Customer's right to use and refund the fees paid for the Vendor Offerings or Services that do not meet the Vendors' limited warranties.

### **C6 Limitation of Liability.**

Disclaimer of liability. Neither the Vendor nor any Vendor distributor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of Goodwill; cost of replacement or substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or services fees paid or the Vendor for the Vendor Offerings or Services giving rise to the cause of action.

The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of ITpipes software and intellectual property rights, either parties' indemnification obligations, gross negligence, willful misconduct, or any applicable law or regulation.

The foregoing disclaimers' limitations and excuses exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law regulation and Customer's jurisdiction. The Customer may have additional rights that may not be waived or disclaimed. The Vendor does not seek to limit the Customer's warranty or remedies to any extent not permitted by law.

### **C6.1 Indemnification.**

#### **MUTUAL HOLD HARMLESS/INDEMNIFICATION**

ITpipes Opco LLC hereby agrees to release, indemnify, defend, and hold harmless Wausau Water Works, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of ITpipes's officers, officials, employees, agents or assigns.

Wausau Water Works hereby agrees to release, indemnify, defend, and hold harmless ITpipes Opco LLC , its officials, officers, employees and agents from and against all judgments, damages,

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penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Marathon County's officers, officials, employees, agents or assigns.

Marathon County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

**C6.2 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

## **C7 Cloud Services.**

**C7.1 Prohibited Uses.** The Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

1. Creates or transmits spam, spoofing, or phishing email or offensive or defamatory material;
2. Stores or transmits any Malicious Code;
3. Violates any law or regulation;
4. Inferences or misappropriates the rights of any third party.

**C7.2. Service Interruption.** System failures or other events beyond Vendor's reasonable control may interrupt the Customer's access to Cloud Services. The Vendor may not be able to provide advance notice of such interruptions.

**C7.3 Malicious Code.** The Vendor will use commercially reasonable efforts to ensure that Vendor Offerings will not transmit any Malicious Code to the Customer. The Vendor is not responsible for

Malicious Code that the Customer introduces to Vendor Offerings or that is introduced through Customer content.

**C7.4 Personal Data.** The Vendor does not collect personal data and recommends that customers do not use ITpipes software to collect personal data.

**C7.5 Notice to Vendor.** The Customer will promptly notify Vendor if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

#### **Section D - General Provisions**

**D1 Payment.** The Customer will pay each correct invoice no later than 30 business days after receipt and will remit payment via ACH, wire transfer, or credit card as stated on the invoice.

**D2 Feedback.** Vendor may freely use any feedback, suggestions, quotes, comments, or requests for Product Improvement on Vendors Offerings or Services that Customer provides to Vendor.

**D3 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make the intent of the language enforceable and all other provisions of this Agreement will remain in effect.

**D4 Successor and Assigns.** The Customer may, with the prior written approval of the Vendor, assign or transfer any rights or obligations under this contract to a third party for a reasonable fee paid to the Vendor, plus an administrative cost. The Customer shall remain liable for all obligations under this contract until the effective date of the assignment or transfer. Any purported assignment or transfer without the prior written approval of the Vendor shall be null and void. Upon agreement of assignment, this Agreement will be binding on the respective successors and assigns of the parties hereto.

Notwithstanding the above, in the event that a contractor under contract with a government entity seeks to transfer the rights and obligations of this Agreement to its government customer, the contractor may do so only with the prior written notice to the Vendor and the express consent of the Vendor. Further, the government customer must agree to the terms and conditions of this Agreement in order to effectuate the transfer of the Products acquired for delivery pursuant to this Agreement.

The Vendor reserves the right to assign, transfer, or subcontract any rights or obligations under this contract without the Customer's consent. The Vendor shall provide the Customer with written notice of any such assignment or transfer 60 days prior to changes. The Customer acknowledges and agrees that the Vendor may assign or transfer its rights and obligations under this contract to any third party, provided that the Vendor ensures the assignee or transferee is capable of performing the obligations under this contract. If City Of Wausau does not agree that the assigned vendor is able to successfully perform the obligations under the contract, they may terminate contract without further payments and Vendor agrees to return balance of any unused license fees.

**D5 Notice.** Customer and Vendor may send notices required under this Agreement at the following physical and email addresses:

ITpipes Opco LLC

Attn: CEO and/or CEO

1407B 33rd Ave

Seattle, WA 98122

Email: [bookkeeping@itpipes.com](mailto:bookkeeping@itpipes.com)

City Of Wausau, WI

Attn: Clerk

407 Grant St.

Wausau, WI 54403

Copy to:

Attn: City Attorney

407 Grant St.

Wausau, WI 54403



**Entire Agreement.**

This Agreement, with Attachment A contains the entire agreement of the parties on the subject matter hereof. It may be amended only by the execution of an additional written and signed agreement.

City of Wausau WI

ITpipes: ITpipes Opco LLC

Printed Name: Katie Rosenberg

Printed Name: Lucas D. Lima

Contact Title: Mayor Wausau WI:

Contact Title: Chief Operating Officer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

City of Wausau WI

Printed Name: Kaitlyn Bernarde:

Contact Title: City Clerk Wausau WI

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Dated Effective: \_\_\_\_\_

**Attachment A: Software Subscription Terms, Order Form, & Payment Schedule**

**Payment and Term:** This is a **3** year minimum commitment. Customer shall pay ITpipes the following minimum total amount **\$63,700** for use of the Platform.

This contract may be renewed upon the mutual agreement of the parties upon mutually agreed terms, if accomplished prior to its expiration."

**Subscription:** This includes licensing for the following:

- ITpipes Web - **1** users
- ITpipes Sync
- ITpipes Mobile - **1** units
- ITpipes Inspection View - unlimited users
- Service Level Agreement
- Cloud - up to **10** tb

**Software Subscription Term & Payment Schedule:**

Due Date	3 Year with 5% Discount	Fee Schedule
Initial Implementation	\$19,525	Licensing fee due upon activation and implementation due upon completion.
Year 1	\$14,725	Due annually one year past licensing activation.
Year 2	\$14,725	Due one year past year 2 activation.
Year 3	\$14,725	Due one year past year 3 activation.
Total	\$63,700	

-The End-