

WATER & SEWER COMMISSION MEETING

Wednesday August 12, 2026 – 4:00 PM

In the Council Chambers at City Hall

75 N Bonson St, Platteville, WI 53818

AGENDA

1. **Call to Order**
2. **Citizens' Comments, Observations and Petitions, if any.**
(Please limit comments to no more than five minutes)
3. **Consideration of Consent Agenda** – The following items may be approved on a single motion and vote due to their routine nature or previous discussion. Please indicate to the Commission President if you would prefer separate discussion and action.
 - Minutes – July 8, 2026
 - Financial Reports – July 2026
 - Bank Reconciliation & Investments Report – July 2026
 - Payment of Bills – 7/23-8/5 2026
 - Water Quality/Flushing Report – July 2026

Action Items

4. Well #5 VFD Replacement

Items of Discussion

5. 2026B Water and Sewer Revenue Bonds

Adjournment

If your attendance requires **special accommodation needs**, write or call the Water and Sewer Office, P.O. Box 780, Platteville, Wisconsin 53818, (608) 348.1822; for TDD accessibility, call (608) 348.2313.

MEMBERS: *If you are unable to attend, please email Renee Weaver weaverr@platteville.org*

****Due to the holiday and the timing of the calendar, the items marked with an asterisk will be provided at the meeting.***

WATER & SEWER COMMISSION MEETING

Wednesday July 8, 2026

4:00 PM

Water and Sewer Commission President Martens called the regular meeting of the City of Platteville Water and Sewer Commission to order on Wednesday, July 8th at 4:00 p.m.

W/S Commission members present: Cindy Martens, Michael Knautz, Brian Whisenant, Jim Schneller, and Dr. JoAnne Wilson.

W/S Commission members excused/absent: Steven Badger and Barb Daus.

Staff present: Public Works Director – Howard Crofoot, Administration Director – Nicola Maurer, Assistant Director of Public Works/Utility Superintendent – Ryan Kowalski, Accounting & Finance Manager – Renee Weaver

City Staff excused/absent: none

Public present – none.

1. **Citizens' Comments** – none.
2. **Consent Agenda** was presented for consideration. **Motion by Whisenant, second by Knautz, to approve the Consent Agenda:** June 10th Regular Minutes, June 2026 financial reports and payment of bills, June 2026 Water Quality/Flushing report. **Motion carried.**

ACTION ITEMS:

3. **November meeting date change and budget schedule** – Director of Administration Maurer explained that the regularly scheduled meeting for the second Wednesday of November is Veteran's Day. Maurer also noted that the November water and sewer commission meeting approves the water and sewer budgets. As the City observes Veteran's Day, alternate dates were suggested. A motion was made by Whisenant and seconded by Wilson, to move the November meeting date to Tuesday November 10, 2026. **Motion carried.**

DISCUSSION ITEMS:

2026 Water and Sewer Revenue Bonds – Director of Administration Maurer gave an overview of the utility debt. The bonds will be issued on August 11th and the proceeds will be received around September 2nd.

Emmi Roth – Director of Public Works Crofoot stated that Emmi Roth would be providing reimbursement of the manhole repair estimated costs as stated in the letter. Also, Crofoot stated that City of Platteville staff met with Emmi Roth to continue discussions on reducing the hydrogen sulfide emission.

Adjournment: Motion by Knautz, seconded by Whisenant, to adjourn. Motion carried.

Meeting adjourned at 4:25 p.m.

Respectfully Submitted,

Renee Weaver

Accounting & Finance Manager

PLATTEVILLE WATER AND SEWER COMMISSION

FINANCIAL REPORT

JULY 31, 2026

CITY OF PLATTEVILLE
SUMMARY REVENUES COMPARED TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2026

FUND 600 - WATER & SEWER FUND

	PERIOD ACTU	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
<u>WATER DEPARTMENT</u>					
INTEREST INCOME	6,547.02	34,361.91	86,600.00	(52,238.09)	39.68
NON-OPERATING INCOME					
WATER SALES REVENUE	221,011.35	1,389,086.63	2,645,900.00	(1,256,813.37)	52.50
MISCELLANEOUS REVENUE	11,237.76	78,716.11	138,396.00	(59,679.89)	56.88
TOTAL WATER REVENUE	238,796.13	1,502,164.65	2,870,896.00	(1,368,731.35)	52.32
<u>SEWER DEPARTMENT</u>					
INTEREST INCOME	20,591.99	119,355.86	232,800.00	(113,444.14)	51.27
NON-OPERATING INCOME					
SEWER SALES REVENUE	242,080.81	1,485,956.38	3,520,300.00	(2,034,343.62)	42.21
MISCELLANEOUS REVENUE	1,033.65	4,562.98	19,600.00	(15,037.02)	23.28
TOTAL SEWER REVENUE	263,706.45	1,609,875.22	3,772,700.00	(2,162,824.78)	42.67
TOTAL FUND REVENUE	502,502.58	3,112,039.87	6,643,596.00	(3,531,556.13)	46.84

CITY OF PLATTEVILLE
SUMMARY EXPENDITURES COMPARED TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2026

FUND 600 - WATER & SEWER FUND

	PERIOD ACTU	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>WATER DEPARTMENT</u>					
DEPRECIATION					
TAXES	2,502.04	17,748.87	387,000.00	369,251.13	4.59
BONDS / LOANS PRINCIPAL	.00	.00	817,940.00	817,940.00	.00
LONG TERM DEBT	.00	89,703.18	232,034.00	142,330.82	38.66
DEBT DISCOUNTS	.00	.00	30,000.00	30,000.00	.00
DEBT TO MUNICIPALITY INTEREST					
PUMPING SUPERVISION	832.40	5,946.25	11,300.00	5,353.75	52.62
ELECTRICITY	11,504.98	71,335.82	125,400.00	54,064.18	56.89
PUMPING	1,497.95	5,453.65	16,000.00	10,546.35	34.09
PUMPING MISCELLANEOUS	165.78	7,953.41	48,300.00	40,346.59	16.47
MAINTENANCE SUPERVISION	832.40	5,946.25	12,000.00	6,053.75	49.55
MAINTENANCE OF STRUCTURES	462.19	3,880.34	12,000.00	8,119.66	32.34
MAINTENANCE OF POWER EQUIP	570.03	1,958.57	11,000.00	9,041.43	17.81
MAINTENANCE OF PUMPING EQUIP	581.41	918.53	26,700.00	25,781.47	3.44
WATER TREATMENT SUPERVISION	832.40	5,946.25	11,300.00	5,353.75	52.62
CHEMICALS	3,652.80	13,226.22	49,900.00	36,673.78	26.51
TREATMENT	9,522.15	59,426.08	72,400.00	12,973.92	82.08
MISCELLANEOUS TREATMENT	.00	81.33	300.00	218.67	27.11
WATER TREATMENT	832.40	5,946.25	11,300.00	5,353.75	52.62
MAINT OF STRUCTURE IMPR	.00	17,727.04	53,000.00	35,272.96	33.45
MAINT OF WATER TREATMENT EQUI	209.35	3,057.26	10,500.00	7,442.74	29.12
OPERATIONS	833.14	5,951.54	11,300.00	5,348.46	52.67
STORAGE FACILITIES	.00	.00	700.00	700.00	.00
TRANSMISSION & DISTRIBUTION	.00	2,262.64	2,900.00	637.36	78.02
METERS	1,087.49	16,785.29	5,900.00	(10,885.29)	284.50
CUSTOMER INSTALLATION	.00	4,275.99	21,600.00	17,324.01	19.80
MISCELLANEOUS	3,348.38	25,963.67	45,000.00	19,036.33	57.70
MAINTENANCE	833.71	5,955.62	11,300.00	5,344.38	52.70
MAINT OF RESERVOIR/TOWER	370.80	436.91	36,000.00	35,563.09	1.21
MAINTENANCE OF MAINS	8,925.73	43,197.02	85,200.00	42,002.98	50.70
MAINTENANCE OF SERVICES	4,934.51	10,044.35	25,000.00	14,955.65	40.18
MAINTENANCE OF METERS	348.84	4,670.01	9,800.00	5,129.99	47.65
MAINTENANCE OF HYDRANTS	3,121.57	24,068.00	19,600.00	(4,468.00)	122.80
MAINTENANCE OF OTHER PLANT	345.00	1,098.33	2,700.00	1,601.67	40.68
TRANSPORTATION-VEHICLE LEASE	2,439.16	17,119.40	29,900.00	12,780.60	57.26
CUSTOMER ACCOUNTS	833.71	5,955.62	11,300.00	5,344.38	52.70
METER READING	581.40	3,408.41	4,300.00	891.59	79.27
CUSTOMER COLLECTIONS	3,451.47	26,709.37	55,400.00	28,690.63	48.21
UNCOLLECTIBLE ACCOUNTS					
ADMINISTRATIVE & GENERAL	7,662.97	47,281.91	95,836.00	48,554.09	49.34
OFFICE SUPPLIES & EXPENSE	416.72	5,172.16	13,400.00	8,227.84	38.60
OUTSIDE SERVICES EMPLOYED	9,756.85	38,351.67	39,100.00	748.33	98.09
PROPERTY INSURANCE	.00	18,779.25	16,600.00	(2,179.25)	113.13
INJURIES & DAMAGES	.00	7,024.50	5,000.00	(2,024.50)	140.49
EMPLOYEE BENEFITS	14,155.72	115,385.81	166,900.00	51,514.19	69.13
REGULATORY COMMISSION EXP	.00	.00	100.00	100.00	.00
MISCELLANEOUS GENERAL	68.94	1,072.73	11,900.00	10,827.27	9.01
RENT EXPENSE	90.00	630.00	1,300.00	670.00	48.46
MAINTENANCE OF GENERAL PLANT					
TRANSPORTATION CLEARING	456.64	9,895.27	.00	(9,895.27)	.00

CITY OF PLATTEVILLE
SUMMARY EXPENDITURES COMPARED TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2026

FUND 600 - WATER & SEWER FUND

	PERIOD ACTU	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
STORM DAMAGE REPAIR-WATER	.00	397.00	.00	(397.00)	.00
TOTAL WATER DEPARTMENT	98,061.03	758,147.77	2,666,410.00	1,908,262.23	28.43

CITY OF PLATTEVILLE
SUMMARY EXPENDITURES COMPARED TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2026

FUND 600 - WATER & SEWER FUND

	PERIOD ACTU	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER DEPARTMENT</u>					
DEPRECIATION EXPENSE					
TAX EXPENSE	3,011.77	22,697.74	58,000.00	35,302.26	39.13
SEWER TAPS EXPENSE					
BONDS / LOANS PRINCIPAL	.00	.00	780,955.00	780,955.00	.00
LONG TERM DEBT	.00	127,128.85	382,561.00	255,432.15	33.23
DEBT DISCOUNTS	.00	.00	(90,000.00)	(90,000.00)	.00
DEBT TO MUNICIPALITY INTEREST					
SUPERVISION & LABOR	22,290.66	156,086.73	273,500.00	117,413.27	57.07
PUMPING & HEAT/LIGHTS	4,998.48	39,629.77	71,800.00	32,170.23	55.19
AERATION EQUIPMENT	2,336.55	16,103.05	29,400.00	13,296.95	54.77
CHLORINE	.00	5,483.19	8,000.00	2,516.81	68.54
PHOSPHORUS	12,938.76	49,400.52	182,000.00	132,599.48	27.14
SLUDGE CHEMICALS	.00	15,088.63	33,500.00	18,411.37	45.04
OTHER CHEMICALS	7,197.44	63,904.15	88,000.00	24,095.85	72.62
SUPPLIES	901.50	10,674.45	12,500.00	1,825.55	85.40
TRANSPORTATION	2,798.11	27,943.24	42,300.00	14,356.76	66.06
MAINT OF SEWER COLLECTION	1,248.11	11,936.64	54,400.00	42,463.36	21.94
MAINTENANCE OF LIFT STATIONS	132.15	13,388.10	20,100.00	6,711.90	66.61
MAINTENANCE OF TREATMENT PLAN	9,500.93	60,698.68	78,100.00	17,401.32	77.72
MAINTENANCE OF BLDGS & GROUND	5,388.47	21,723.84	67,400.00	45,676.16	32.23
BILLING, COLLECTING, ACCTG	3,494.95	26,742.10	53,266.00	26,523.90	50.20
METER READING	581.40	3,408.41	4,300.00	891.59	79.27
UNCOLLECTIBLE ACCOUNTS	.00	.00	100.00	100.00	.00
ADMINISTRATION & OFFICE WAGES	7,663.31	47,282.16	95,900.00	48,617.84	49.30
OPERATING EXPENSES	556.91	4,995.46	20,300.00	15,304.54	24.61
OUTSIDE SERVICES	2,038.01	15,586.45	40,900.00	25,313.55	38.11
INSURANCE	.00	53,840.25	48,700.00	(5,140.25)	110.55
EMPLOYEE BENEFITS	17,547.03	160,232.09	238,900.00	78,667.91	67.07
COMMISSION EXPENSE	.00	.00	5,200.00	5,200.00	.00
MISCELLANEOUS EXPENSE	3,614.15	27,199.53	48,300.00	21,100.47	56.31
RENT EXPENSE	90.00	630.00	10,200.00	9,570.00	6.18
TOTAL SEWER DEPARTMENT	108,328.69	981,804.03	2,658,582.00	1,676,777.97	36.93
TOTAL FUND EXPENDITURES	206,389.72	1,739,951.80	5,324,992.00	3,585,040.20	32.68
NET REVENUE OVER EXPENDITURES	296,112.86	1,372,088.07	1,318,604.00	53,484.07	104.06

BANK RECONCILIATION AND STATEMENT OF INVESTMENTS
JUNE 2026

BANK ACCOUNTS	TREASURERS			TREASURERS			ADJ	BANK BALANCE July
	BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE	OUTSTANDING DEPOSITS	OUTSTANDING CHECKS		
	<u>June</u>			<u>July</u>				
CITY CASH	\$ (2,036,266.77)	\$ 4,362,870.21	\$ 4,334,556.31	\$ (2,007,952.87)	\$ 2,494.07	\$ 388,054.12	\$ (2.18)	\$ (1,622,395.00)
W/S CASH	\$ 2,002,264.35	\$ 726,820.82	\$ 400,786.04	\$ 2,328,299.13	\$ 2,697.18	\$ 51,560.08		\$ 2,377,162.03
TOTAL	\$ (34,002.42)	\$ 5,089,691.03	\$ 4,735,342.35	\$ 320,346.26	\$ 5,191.25	\$ 439,614.20	\$ (2.18)	\$ 754,767.03

INVESTMENTS

WATER AND SEWER INVESTMENTS:

CD-Heartland Credit Union	\$ 251,089.60	Holding-W&S CD
CD-Heartland Credit Union	\$ 25.00	Savings Acct - Membership
CD-Community First Bank	\$ 264,072.38	Repl.-Sewer CD
State Investment (LGIP) #3	\$ 3,639,611.99	Sewer Replacement
State Investment (LGIP) #6	\$ 931,555.67	W/S Operating Fund (Bond depr fund)
State Investment (LGIP) #12	\$ 1,026.88	W/S 2024C Bond
State Investment (LGIP) #13	\$ 1,022,185.95	W/S Depr Fund (restricted)
State Investment (LGIP) #14	\$ 1,540,626.66	W/S Debt Service Reserve
State Investment (LGIP) #16	\$ 680.76	W/S 2022B Bond
Ehler's Investments #3	\$ 308,209.76	Sewer Replacement
Ehler's Investments #14	\$ 264,959.02	W/S Debt Service Reserve

Respectfully Submitted,
Renee Weaver
Accounting & Finance Manager

CITY OF PLATTEVILLE

Check Register - Water/Sewer Bank 1
Check Issue Dates: 7/23/2026 - 8/5/2026

Page: 1
Aug 05, 2026 05:02PM

GL Period	Check Issue Date	Check Number	Payee	Amount	
07/30/2026					
07/26	07/30/2026	11810	CARDMEMBER SERVICE	198.99	M
Total 07/30/2026:				198.99	
07/31/2026					
07/26	07/31/2026	80395	DELTA DENTAL OF WISCONSIN	1,236.92	
07/26	07/31/2026	80396	MADISON NATIONAL LIFE INS CO	308.52	
07/26	07/31/2026	80397	QUARTZ HEALTH BENEFIT PLANS CO	22,024.99	
Total 07/31/2026:				23,570.43	
08/05/2026					
08/26	08/05/2026	11811	COMELEC INTERNET SERVICES LLC	78.03	M
08/26	08/05/2026	11815	AXLEY BRYNELSON LLP	401.80	
08/26	08/05/2026	11816	CAPITAL SANITARY SUPPLY	602.83	
08/26	08/05/2026	11817	CENTRISYS CORPORATION	202.63	
08/26	08/05/2026	11820	DELTA 3 ENGINEERING INC	25,438.75	
08/26	08/05/2026	11825	HERMSEN HARDWARE PLATTEVILLE	937.98	
08/26	08/05/2026	11827	IVERSON CONSTRUCTION INC	1,188.28	
08/26	08/05/2026	11828	J & R SUPPLY INC	1,577.00	
08/26	08/05/2026	11829	KOWALSKI, RYAN	60.00	
08/26	08/05/2026	11830	KRAEMERS WATER STORE INC	141.05	
08/26	08/05/2026	11831	LAI LLC	444.00	
08/26	08/05/2026	11834	MENARDS	34.22	
08/26	08/05/2026	11835	NAPA AUTO PARTS	43.25	
08/26	08/05/2026	11836	NEW HORIZONS SUPPLY COOP	151.00	
08/26	08/05/2026	11837	OREILLY AUTO PARTS	456.90	
08/26	08/05/2026	11842	PRIMADATA LLC - POSTAGE	2,049.82	
08/26	08/05/2026	11843	PRIMADATA LLC - SERVICE	492.10	
08/26	08/05/2026	11848	STRAND ASSOCIATES INC	5,611.62	
08/26	08/05/2026	80401	ALLIANT ENERGY/WP&L	13,688.62	
08/26	08/05/2026	80402	AMAZON CAPITAL SERVICES	60.99	
08/26	08/05/2026	80409	CENTURYLINK	120.33	
08/26	08/05/2026	80410	CENTURYLINK	.61	
08/26	08/05/2026	80413	CORE & MAIN LP	746.36	
08/26	08/05/2026	80414	CORNERSTONE RESTORATION LLC	103,950.00	
08/26	08/05/2026	80415	CUMMINS SALES AND SERVICE	2,692.66	
08/26	08/05/2026	80416	DROESSLER BUILDING RESTORATIO	24,965.80	
08/26	08/05/2026	80419	FIRST SUPPLY LLC-DUBUQUE	205.98	
08/26	08/05/2026	80425	LEIBFRIED FEED	111.54	
08/26	08/05/2026	80426	MARTELLE WATER TREATMENT	11,130.39	
08/26	08/05/2026	80432	RITCHIE IMPLEMENT INC	90.51	
08/26	08/05/2026	80433	SHERWIN WILLIAMS	161.19	
08/26	08/05/2026	80440	WI DEPT OF NATURAL RESOURCES	25.00	
08/26	08/05/2026	80441	MCNETT ELECTRIC INC	2,082.32	
08/26	08/05/2026	80444	T-MOBILE	258.97	
Total 08/05/2026:				200,202.53	
Grand Totals:				223,971.95	

M = Manual Check, V = Void Check

[illegible]

THE CITY OF PLATTEVILLE, WISCONSIN

WATER AND SEWER COMMISSION SUMMARY SHEET

W&S COMMISSION SECTION: ACTION	TITLE: Well 5 VFD Replacement	DATE: August 12th, 2026
ITEM NUMBER:		VOTE REQUIRED: Majority
PREPARED BY: Ryan Kowalski Assistant Director of Public Works		

Description:

The City of Platteville has 3 active wells. Well #5 supplies water to the high-pressure zone of the City. The current Variable Frequency Drive (VFD) was installed in 2012 with a useful life expectancy of 12-15 years. This VFD is currently being budgeted for replacement in the 2027 budget, but we have started to have communication issues between the well and the VFD, with results in alarms. The VFD is used to slowly ramp up the motor to start filling up the water tower in the industrial park and feed water into the system.

Budget/Fiscal Impact:

This project was not budgeted for 2026. Options for funding the project are using cash reserves or using debt proceeds. The contractor for the WRRF MCC project has indicated that some 2026 project costs will be deferred to 2027, meaning that 2026 debt proceeds could be used for the Well #5 VFD, and then the 2027 borrowing for the MCC project could be increased in the equivalent amount. The quote to replace the VFD is from Energenecs at \$37,995.94. Energenecs will install and reprogram the VFD to match our SCADA settings.

Recommendation: Staff recommends the Water & Sewer Commission approve a motion to replace Well #5 VFD up to \$50,000 using debt proceeds or cash reserves.

Sample Affirmative Motion:

"I move to approve the replacement of Well #5 VFD at a cost not to exceed \$50,000.00."

Attachments:

- Energenecs quote – EQUO0050255



QUOTE

DATE: 04/27/2026

ESTIMATE #: EQUO0050255

BILL TO

PLATTEVILLE, CITY OF
75 N. BONSON ST.
PLATTEVILLE WI 53818
United States

SHIP TO

RYAN KOWALSKI
PLATTEVILLE, CITY OF
75 NORTH BONSON STREET
PLATTEVILLE WI 53818
United States

EXPIRES	LEAD TIME	Terms	SHIPPING METHOD
05/27/2026		NET 30	

LINE	ITEM # / DESCRIPTION	QTY	NET	EXT NET (USD)
1	SERVICE LABOR TIER 1A Labor estimate only. Time will be billed on a time and materials basis when work is completed.	33	\$157.00	\$5,181.00
2	ZONE 3 TRIP CHARGE (151-250 MILES) TRIP CHARGE	2 Ea	\$290.00	\$580.00
3	20F1AND302JN0NNNNN POWERFLEX 753 VFD PowerFlex Air Cooled 753 AC Drive. Factory Stock.	1 Ea	\$31,724.89	\$31,724.89
4	20-HIM-C6S HIM, IP66 (NEMA 4X/12), HIM, IP66 (Nema 4x/12), Class Remote Enhanced, Indoor Use Only. Factory Stock.	1 Ea	\$510.05	\$510.05
5	MISC_FREIGHT_ENE FREIGHT FREIGHT - TBD	1 Ea	\$0.00	\$0.00

SUBTOTAL \$37,995.94

TAX TOTAL \$0.00

SHIPPING COST \$0.00

TOTAL \$37,995.94

Prices do not include any charges for freight, tax, duties, shipping and packaging, or process fees that may be applicable unless otherwise stated in proposal.

Materials are available for the quoted lead time at the time of quotation. However due to inconsistency in the supply chain, delay in placing a purchase order may delay lead time. The listed quote price will be honored for 30 days. To avoid risking delayed delivery, please place your Purchase Order at your earliest convenience.

Please note that only the items and services mentioned specifically in our proposal are included. Should you require any goods or services that are not mentioned in this proposal, or if you have any doubts or require further clarification, please do not hesitate to let us know.

Energenex, Inc.

Standard Terms and Conditions

PURCHASE ORDER FORMS

These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods and services by Energenex, Inc., a Wisconsin corporation ("SELLER") to the buyer named on the signature page of these Terms ("BUYER"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the goods and services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. By ordering any goods or services from SELLER, BUYER is agreeing to these Terms. The accompanying Proposal and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of BUYER'S general terms and conditions of purchase regardless of whether or when BUYER has submitted its purchase order or such terms. Fulfillment of BUYER'S order does not constitute acceptance of any of BUYER'S terms and conditions and does not serve to modify or amend these Terms.

SHIPPING TERMS AND TITLE & RISK OF LOSS

Delivery of the goods will be made F.O.B. factory unless expressly agreed upon in writing by the BUYER and SELLER. Title and risk of loss passes to BUYER upon shipment of the goods from SELLER'S factory. SELLER shall not be liable for any delays, loss, or damage in transit. As collateral security for the payment of the purchase price of the goods, BUYER hereby grants to SELLER a lien on and security interest in and to all of the right, title, and interest of BUYER in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

ACCEPTANCE

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

CREDIT APPROVAL

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

PRICE AND TERMS OF PAYMENT

BUYER shall purchase the goods and services from Seller at the prices set forth in attached Proposal. If the prices should be increased by SELLER before delivery of the goods to a carrier for shipment to BUYER, then these Terms shall be construed as if the increased prices were originally inserted herein, and BUYER shall be billed by Seller on the basis of such increased prices. From time to time, SELLER may require payment upfront, in advance, upon shipment of the goods to the job site, or upon certain milestones being met. If SELLER doesn't require payment in the above-mentioned manners, payment terms are: (a) net 30 days, calculated from the date of invoice; and (b) for any invoice that is not timely paid, interest will accrue on the unpaid amount of such invoice at 1.5% per month until the invoice is paid. Payment must be received before start up can be authorized. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, payment is due net 30 days from invoice date. BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorneys' fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by BUYER. BUYER may not under any circumstances withhold, offset, recoup or debit any amounts owed (or to become due and owing) to SELLER or any of our representatives, whether under these Terms or otherwise, against any other amount owed (or to become due and owing) to BUYER by SELLER.

WARRANTY AND LIMITATION OF LIABILITY

SELLER is a system integrator/manufacture's representative and, as such, our product guarantees and warranties, as applicable, are set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent. For the avoidance of doubt, SELLER makes no representations or warranties with respect to any third-party product, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

In no event shall SELLER be liable to BUYER or any third party for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether

arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not SELLER and BUYER have been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

Except for the warranties set forth in these Terms, SELLER makes no warranty whatsoever with respect to the goods or services, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. In no event shall SELLER'S aggregate liability arising out of or related to these Terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid to SELLER for the goods and services sold hereunder.

IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

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

CLAIM PERIODS

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

CHANGES, CANCELLATIONS, RETURNS

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

FORCE MAJEURE

SELLER shall not be liable or responsible to BUYER, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SELLER including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

AMENDMENT AND ASSIGNMENT

These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. Any additional or different terms proposed by BUYER are objected to and they will have no force or effect unless accepted by SELLER in writing. BUYER shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of SELLER. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves BUYER of any of its obligations under these Terms.

RELATIONSHIP OF THE PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

DISPUTES AND CHOICE OF LAW

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal and state courts located in the State of Wisconsin in each case located in the City of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

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