



City of Clintonville
Utility Committee Meeting
Electric • Water • Wastewater
55 E 12th Street
Clintonville, WI 54929
3:30 PM – Monday, April 13, 2026

Thomas Behnken
Tammy Strey-Hirt
Darrell Hansen

Dan Scherschel
Tom Lederer

Agenda

1. Call to Order; Roll Call
2. Approval of Agenda
3. Citizens Forum – This is a chance for citizens to make comments. No action or lengthy discussions can take place as a result of comments made at this time.
4. Approval of Minutes
 - a. Approval of Minutes from 3-9-2026
5. Review of Expenditures
 - a. Monthly Bills
6. Finance and Collection Reports
 - a. Disconnects, Delinquencies, Financials
7. Report from Utility Manager
 - a. Monthly Update
8. Discussion/Possible Action
 - a. D/A - 4 year contract renewal with Hydrocorp for Cross Connection inspection services
9. Electric and Water Service Disruptions
 - a. Electric and Water Service Disruptions
10. Next Meeting:
11. Adjournment

Thomas Behnken, Chairperson

Posted: Clintonville City Hall - Clintonville Public Library - Community Center

Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Hall at 715-823-7600

This is to notify the public that a majority of the Council members may be present, however, no actual City Council action will be taken.

Posted: Clintonville City Hall - Clintonville Public Library - Community Center

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UTILITY COMMITTEE MEETING
March 9, 2026

Thomas Behnken called the regular meeting to order at 3:30 p.m. at the Utility Office in accordance with Wisconsin Law.

Present: Thomas Behnken, Tammy Strey-Hirt, Darrell Hansen, Dan Scherschel, Tom Lederer, Alderman Jeannie Schley, Utility Manager Dave Tichinel and Finance Director Stacy Sonnenberg

Approval of Agenda: Scherschel/Hansen m/s/c to approve the agenda as presented.

Citizens Forum: None.

Approval of Minutes: Scherschel/Lederer m/s/c to approve February 9, 2026, minutes.

Review of Expenditures: None.

Finance and Collection Reports: Sonnenberg updated on the disconnects, delinquencies, and 2025 PSC report.

Report from Utility Manager: Tichinel reviewed the management report provided in the packet. Tichinel stated the DC trip was canceled due to weather.

Electric and Water Service Disruptions: Attached in packet.

Next Meeting Date: The next meeting is scheduled for April 13th, 2026, at 3:30 p.m. at the utility office.

Strey-Hirt/Hansen m/s/c to adjourn at 4:13 p.m.

Respectfully Submitted,

Stacy Sonnenberg
Finance Director

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.
- Invoice Detail.GL Account (3 Characters) = 603,604,602

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
602-62-53610-2250 TELEPHONE EXPENSES				
ELAN FINANCIAL SERVICES	FEB 2026	ROBO CALLS	03/03/2026	33.33
ELAN FINANCIAL SERVICES	MARCH 2 2026	INTERNET AND PHONE MONTHLY CHARGES	03/02/2026	160.00
AT&T MOBILITY II LLC	287305595089	250-0358	03/11/2026	6.62
AT&T MOBILITY II LLC	287305595089	250-0645	03/11/2026	32.18
AT&T MOBILITY II LLC	287305595089	250-0623	03/11/2026	32.18
AT&T MOBILITY II LLC	287305595089	460-1723	03/11/2026	30.11
Total 602-62-53610-2250 TELEPHONE EXPENSES:				294.42
602-62-53610-2270 WATER AND ELECTRICITY EXPENSES				
CLINTONVILLE UTILITIES	10-2490-00-3-2	LIFT STATION #3	03/31/2026	238.37
CLINTONVILLE UTILITIES	11-0374-01-3-2	131 A HARRIET STREET	03/31/2026	14.91
CLINTONVILLE UTILITIES	12-0870-00-3-2	DOG POUND	03/31/2026	27.55
CLINTONVILLE UTILITIES	12-0881-00-3-2	350 E 15TH ST	03/31/2026	5,174.66
CLINTONVILLE UTILITIES	15-1415-00-3-2	LIFT STATION #2	03/31/2026	44.71
CLINTONVILLE UTILITIES	15-3280-00-3-2	LIFT STATION #6	03/31/2026	92.33
CLINTONVILLE UTILITIES	16-0187-00-3-2	LIFT STATION #11	03/31/2026	40.47
CLINTONVILLE UTILITIES	3-0990-00-3-26	LIFT STATION #5	03/31/2026	25.69
CLINTONVILLE UTILITIES	5-0240-00-3-26	LIFT STATION #8	03/31/2026	36.08
CLINTONVILLE UTILITIES	5-0875-00-3-26	LIFT STATION #9	03/31/2026	43.55
CLINTONVILLE UTILITIES	5-1090-00-3-26	LIFT STATION #10	03/31/2026	34.44
CLINTONVILLE UTILITIES	7-0540-00-3-26	LIFT STATION #12	03/31/2026	39.28
CLINTONVILLE UTILITIES	9-0880-00-3-26	LIFT STATION #4	03/31/2026	35.98
Total 602-62-53610-2270 WATER AND ELECTRICITY EXPENSES:				5,848.02
602-62-53610-2300 CONTRACTED SERVICES				
MSA PROFESSIONAL SERVICE	027094	TEMPORARY OIC FOR WASTEWATER	03/19/2026	1,827.00
THEDACARE AT WORK	381651	EAP FFS CLINICAL SESSION	04/01/2026	10.58
THEDACARE AT WORK	382151	DRUG SCREEN - K. GRAPER	04/01/2026	128.00
CINTAS CORPORATION LOC 44	4262034368	EMPLOYEE UNIFORMS	03/09/2026	48.47
CINTAS CORPORATION LOC 44	4262791254	EMPLOYEE UNIFORMS	03/16/2026	48.47
CINTAS CORPORATION LOC 44	4263548551	EMPLOYEE UNIFORMS	03/23/2026	48.47
CINTAS CORPORATION LOC 44	4264213144	EMPLOYEE UNIFORMS	03/30/2026	48.47
UNITED MAILING SERVICES IN	231335	POSTAGE UTILITY BILLS	03/05/2026	589.89
UNITED MAILING SERVICES IN	231834	POSTAGE UTILITY BILLS	04/03/2026	587.47
INTEGRATED SOLUTIONS INC	CW-30862	MARCH 2026 MANAGED SERVICES	03/05/2026	193.17
GFL ENVIRONMENTAL	R10000207288	GARBAGE/RECYCLING SERVICE: 350 15TH STREET	03/19/2026	92.00
Total 602-62-53610-2300 CONTRACTED SERVICES:				3,621.99
602-62-53610-3121 SAFETY EQUIPMENT & TRAINING				
AMARIL UNIFORM COMPANY	IN295184	SAFETY CLASS 2 WORK SHIRTS	03/31/2026	324.00
AMAZON CAPITAL SERVICES	1HT9-7XNY-T3	TRAFFIC SAFETY CONES FOR CONFINED SPACE TRAILER	04/01/2026	120.40
Total 602-62-53610-3121 SAFETY EQUIPMENT & TRAINING:				444.40
602-62-53610-3150 OFFICE SUPPLIES				
AMAZON CAPITAL SERVICES	1QDW-9W7W-	DISCO PAPER	03/30/2026	23.74
AMAZON CAPITAL SERVICES	1XT7-9VRQ-6	BINDERS	03/31/2026	9.24

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 602-62-53610-3150 OFFICE SUPPLIES:				32.98
602-62-53610-3161 TRAINING EXPENSES				
ELAN FINANCIAL SERVICES	5012670 3-12-	TRAVEL, FOOD EXPENSE FOR D. TICHINEL MEUW CLASS	03/12/2026	6.19
Total 602-62-53610-3161 TRAINING EXPENSES:				6.19
602-62-53610-3241 LICENSING/PERMIT FEES				
ELAN FINANCIAL SERVICES	WS2EM10130	LICENSE RENEWAL FOR WASTEWATER K.GRAPER	11/10/2025	45.90
Total 602-62-53610-3241 LICENSING/PERMIT FEES:				45.90
602-62-53610-3490 OTHER OPERATING EXPENSES				
ELAN FINANCIAL SERVICES	8277	SHOP SUPPLIES	02/23/2026	15.99
AMAZON CAPITAL SERVICES	1R3F-4J93-HJ	12V BATTERY FOR ALARM SYSTEM	03/11/2026	15.99
Total 602-62-53610-3490 OTHER OPERATING EXPENSES:				31.98
602-62-53610-3510 GAS AND OIL				
KWIK TRIP INC	MARCH 2026	CWWU	03/31/2026	234.94
Total 602-62-53610-3510 GAS AND OIL:				234.94
602-62-53610-3554 VEHICLE REPAIR/MAINTENANCE				
SERVICE MOTOR COMPANY	P22422	TRACKS FOR SKID-STER	03/30/2026	603.00
UTILITY SALES AND SERVICE	0079795-IN	REPAIRS FOUND DURING ANNUAL INSPECTION FOR W68	03/06/2026	1,543.16
O'REILLY AUTO PARTS	2204-408572	BATTERY FOR TORO LAWNMOWER	04/01/2026	29.87
Total 602-62-53610-3554 VEHICLE REPAIR/MAINTENANCE:				2,176.03
602-62-53610-7001 DNR REPLACEMENT				
STRAND ASSOCIATES INC	0236668	PHOSPHORUS COMPLIANCE PLAN FOR DNR	03/12/2026	6,400.00
Total 602-62-53610-7001 DNR REPLACEMENT:				6,400.00
602-62-53612-3490 OTHER OPERATING EXPENSES				
NCL OF WISCONSIN INC	533007	LAB SUPPLIES, AMMONIA, AND PHOSPHORUS TEST KITS	03/11/2026	946.54
NCL OF WISCONSIN INC	533675	ORION REFILLABLE COMB, PROBE FOR LAB	03/26/2026	220.40
BE'S REFRESHMENTS INC	490873	DISTILLED WATER	02/20/2026	59.00
BE'S REFRESHMENTS INC	I33770	DISTILLED WATER	03/12/2026	27.00
BE'S REFRESHMENTS INC	I34542	DISTILLED WATER	03/26/2026	51.00
Total 602-62-53612-3490 OTHER OPERATING EXPENSES:				1,303.94
603-10706 Const in Prog Substations				
FORSTER ELECTRICAL ENGIN	27365	ENGINEERING FOR INDUSTRIAL SUBSTATION	02/26/2026	5,530.00
Total 603-10706 Const in Prog Substations:				5,530.00
603-23250 UTILITY DEPOSITS PAYABLE				
J & M HOLDINGS & INVESTMEN	4-0520-11-4-26	DEPOSIT REFUND 92 BRIX ST	04/09/2026	295.28
Total 603-23250 UTILITY DEPOSITS PAYABLE:				295.28
603-25320 Energy Assistance				
FOCUS ON ENERGY / SEERA	3312026	FOCUS PROGRAM FEE	03/31/2026	1,707.15

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 603-25320 Energy Assistance:				1,707.15
603-37000 Electric Plant Meters				
RESCO	3107293	METER CT'S DCEB 1500:5 RF	03/24/2026	3,424.98
Total 603-37000 Electric Plant Meters:				3,424.98
603-39200 Transportation Equipment				
KLEIN	18148	2026 CHEVROLET 1500 DOUBLE CAB PICK UP TRUCK	04/08/2026	42,692.00
Total 603-39200 Transportation Equipment:				42,692.00
603-63-54500-2270 Water And Electricity Expenses				
BADGER POWER MKTG AUTHO	810	PURCHASED POWER	03/31/2026	856,544.45
Total 603-63-54500-2270 Water And Electricity Expenses:				856,544.45
603-63-56600-3490 Other Operating Expenses				
AMAZON CAPITAL SERVICES	11X7-HY71-N1	ELECTRIC METER TOOLS AND SUPPLIES	03/12/2026	49.57
Total 603-63-56600-3490 Other Operating Expenses:				49.57
603-63-56700-3490 Other Operating Expenses				
KRUEGER'S SIGN & ELECTRIC	72738	METER SUPPLY PARTS FOR CONVERTINGS NEW METER	03/25/2026	18.28
Total 603-63-56700-3490 Other Operating Expenses:				18.28
603-63-57100-2300 Contracted Services				
SHAWANO MUNICIPAL UTILITIE	4047	MUTUAL AID TO HELP CHANGE OUT A TRANSFORMER ON 10T	03/05/2026	228.00
Total 603-63-57100-2300 Contracted Services:				228.00
603-63-90300-2100 Computer Expenses				
BAYCOM INC	EQUIPINV_061	T KOELBL COMPUTER TRUCK DOCKING STATION KIT	03/25/2026	151.00
Total 603-63-90300-2100 Computer Expenses:				151.00
603-63-90300-3110 Postage				
UNITED MAILING SERVICES IN	231335	POSTAGE UTILITY BILLS	03/05/2026	1,179.76
UNITED MAILING SERVICES IN	231834	POSTAGE UTILITY BILLS	04/03/2026	1,174.94
Total 603-63-90300-3110 Postage:				2,354.70
603-63-92000-2250 Telephone Expenses				
ELAN FINANCIAL SERVICES	FEB 2026	ROBO CALLS	03/03/2026	33.34
Total 603-63-92000-2250 Telephone Expenses:				33.34
603-63-92100-2100 Computer Expenses				
ELAN FINANCIAL SERVICES	MARCH 2ND 2	INTERNET FOR 55 E. 12TH STREET	03/03/2026	168.00
AMAZON CAPITAL SERVICES	11X7-HY71-N1	COMPUTER POWERPOINT REMOTE AND POINTER	03/12/2026	27.34
Total 603-63-92100-2100 Computer Expenses:				195.34
603-63-92100-2250 Telephone Expenses				
AT&T MOBILITY II LLC	287305595089	250-2870	03/11/2026	32.18
AT&T MOBILITY II LLC	287305595089	250-1421	03/11/2026	32.18

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 603-63-92100-2250 Telephone Expenses:				64.36
603-63-92100-3150 Office Supplies				
AMAZON CAPITAL SERVICES	1QDW-9W7W-	DISCO PAPER	03/30/2026	47.50
AMAZON CAPITAL SERVICES	1XT7-9VRQ-6	BINDERS	03/31/2026	18.48
Total 603-63-92100-3150 Office Supplies:				65.98
603-63-92300-2110 Engineering Services				
FORSTER ELECTRICAL ENGIN	27327	ENGINEERING FOR COMMERCIAL AVE. CIRCUIT EXTENSION	02/26/2026	270.00
FORSTER ELECTRICAL ENGIN	27404	ENGINEERING	03/11/2026	2,430.00
Total 603-63-92300-2110 Engineering Services:				2,700.00
603-63-92300-2220 Other Professional Services				
APEX FIRE PROTECTION LLC	1200	ANNUAL FIRE ALARM AND SPRINKLER INSPECTION	03/18/2026	150.00
INTEGRATED SOLUTIONS INC	CW-30862	MARCH 2026 MANAGED SERVICES	03/05/2026	528.84
Total 603-63-92300-2220 Other Professional Services:				678.84
603-63-93000-2270 Water And Electricity Expenses				
CLINTONVILLE UTILITIES	11-0540-00-3-2	65 E 12TH ST	03/31/2026	164.03
CLINTONVILLE UTILITIES	11-0545-00-3-2	55 E 12TH STREET	03/31/2026	1,410.89
CLINTONVILLE UTILITIES	7-0550-00-3-26	260 7TH ST.	03/31/2026	54.20
Total 603-63-93000-2270 Water And Electricity Expenses:				1,629.12
603-63-93000-2300 Contracted Services				
THEDACARE AT WORK	381651	EAP FFS CLINICAL SESSION	04/01/2026	15.38
ELAN FINANCIAL SERVICES	FEB 2026	ELECTRIC SCADA SYSYTEM	03/03/2026	200.00
GFL ENVIRONMENTAL	R10000207288	GARBAGE/RECYCLING SERVICE: 55 E 12TH STREET	03/19/2026	66.00
Total 603-63-93000-2300 Contracted Services:				281.38
603-63-93000-3161 Training Expenses				
ELAN FINANCIAL SERVICES	101756785 3-1	HOTEL FOR LEADERSHIP TRAINING WITH MEUW D. TICHINEL	03/11/2026	143.76
ELAN FINANCIAL SERVICES	5012670 3-12-	TRAVEL, FOOD EXPENSE FOR D. TICHINEL MEUW CLASS	03/12/2026	18.57
NORTHEAST WI TECHNICAL C	MARCH 20, 20	TUITION - M DINGELDEIN	03/20/2026	462.00
MEUW	5218	MEUW ELECTRIC ANNUAL CONFERENCE T. MOSSER	03/25/2026	330.00
Total 603-63-93000-3161 Training Expenses:				954.33
603-63-93000-3460 Clothing And Uniforms				
ZORO TOOLS INC	INV18541467	SAFETY BOOTS T. KOELBL	03/12/2026	153.99
Total 603-63-93000-3460 Clothing And Uniforms:				153.99
603-63-93300-3510 Gas And Oil				
O'REILLY AUTO PARTS	2204-405095	DEF FLUID FOR DIESEL VEHICLES	03/03/2026	63.96
KWIK TRIP INC	MARCH 2026	ELECTRIC	03/31/2026	1,189.39
Total 603-63-93300-3510 Gas And Oil:				1,253.35
603-63-93300-3554 Vehicle Repair/Maintenance				
ELAN FINANCIAL SERVICES	197	CHIP PTO FOR THE TORO	03/17/2026	23.99
ELAN FINANCIAL SERVICES	HS4201	SUCTION HOSE FOR VALVE TURNER/HYDRO VAC	02/26/2026	94.40
SERVICE MOTOR COMPANY	P22422	TRACKS FOR SKID-STER	03/30/2026	1,810.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ADAM'S SMALL ENGINE REPAI	021703	CUTTING BLADES FOR TORO LAWNMOWER	03/24/2026	42.00
O'REILLY AUTO PARTS	2204-406795	MAIN RELAY FOR TORO	03/18/2026	38.08
O'REILLY AUTO PARTS	2204-406835	WASH AND WAX FOR VEHICLES	03/18/2026	45.28
O'REILLY AUTO PARTS	2204-407440	SERVICE AND OIL CHANGE IN TORO	03/23/2026	16.27
O'REILLY AUTO PARTS	2204-408572	BATTERY FOR TORO LAWNMOWER	04/01/2026	89.60
RIVERSIDE TOOL AND CARBID	5563	CHIPPER BLADE SHARPENING	03/05/2026	64.00
AMAZON CAPITAL SERVICES	11RL-HLX6-TV	3" SUCTION HOSE FOR VALVE TURNER/HYDROVAC	03/25/2026	68.23
XTREME US/ASTRAK LLC	US-19844	REPLACEMENT MULCHER TEETH FOR SKID STER MULCHER A	03/04/2026	428.00
Total 603-63-93300-3554 Vehicle Repair/Maintenance:				2,719.85
603-63-93500-3490 Other Operating Expenses				
ELAN FINANCIAL SERVICES	5427	SHOP AND CLEANING SUPPLIES	03/19/2026	49.16
ELAN FINANCIAL SERVICES	553	THERMOSTAT FOR OLD SHOP	02/23/2026	17.99
ELAN FINANCIAL SERVICES	903255	OLD SHOP 24V THERMOSTAT	02/23/2026	17.99
ELAN FINANCIAL SERVICES	9347	SHOP SUPPLIES	03/04/2026	20.94
Total 603-63-93500-3490 Other Operating Expenses:				106.08
604-64-60500-3490 Other Operating Expenses				
SPEE-DEE DELIVERY SERVICE	1428187	SAMPLE SHIPPING	03/07/2026	19.12
SPEE-DEE DELIVERY SERVICE	1429317	SAMPLE SHIPPING	03/14/2026	19.17
Total 604-64-60500-3490 Other Operating Expenses:				38.29
604-64-62200-2270 Water And Electricity Expenses				
CLINTONVILLE UTILITIES	10-2195-00-3-2	WELL #6	03/31/2026	877.22
CLINTONVILLE UTILITIES	16-0851-00-3-2	WELL #2	03/31/2026	279.66
CLINTONVILLE UTILITIES	16-0852-00-3-2	WELL #1	03/31/2026	180.60
CLINTONVILLE UTILITIES	16-0853-00-3-2	WELL #3	03/31/2026	236.42
CLINTONVILLE UTILITIES	7-0385-00-3-26	WELL #7	03/31/2026	497.66
Total 604-64-62200-2270 Water And Electricity Expenses:				2,071.56
604-64-63100-3551 Chemicals				
HAWKINS INC	7351257	WATER CHEMICALS	03/04/2026	558.15
Total 604-64-63100-3551 Chemicals:				558.15
604-64-63200-3490 OTHER OPERATING EXPENSES				
CLINTONVILLE UTILITIES	6-0249-00-3-26	WATER TREATMENT PLANT	03/31/2026	770.57
Total 604-64-63200-3490 OTHER OPERATING EXPENSES:				770.57
604-64-65000-3490 Other Operating Expenses				
CLINTONVILLE UTILITIES	16-0206-00-3-2	WATER TOWER	03/31/2026	25.30
Total 604-64-65000-3490 Other Operating Expenses:				25.30
604-64-65100-2300 Contracted Services				
IMMEL EXCAVATING INC, RJ	21239	REPAIR 6" MAIN LINE LEAK NEAR 147 ANNE STREET	03/09/2026	5,760.69
CORE & MAIN	Y647093	6 X 12-1/2 REPAIR CLAMP	03/09/2026	418.90
Total 604-64-65100-2300 Contracted Services:				6,179.59
604-64-90300-3110 Postage				
UNITED MAILING SERVICES IN	231335	POSTAGE UTILITY BILLS	03/05/2026	589.89
UNITED MAILING SERVICES IN	231834	POSTAGE UTILITY BILLS	04/03/2026	587.47

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 604-64-90300-3110 Postage:				1,177.36
604-64-92000-2250 Telephone Expenses				
ELAN FINANCIAL SERVICES	FEB 2026	ROBO CALLS	03/03/2026	33.33
Total 604-64-92000-2250 Telephone Expenses:				33.33
604-64-92100-2100 Computer Expenses				
ELAN FINANCIAL SERVICES	MARCH 2ND 2	INTERNET FOR 55 E. 12TH STREET	03/03/2026	112.00
AMAZON CAPITAL SERVICES	11X7-HY71-N1	COMPUTER POWERPOINT REMOTE AND POINTER	03/12/2026	18.23
Total 604-64-92100-2100 Computer Expenses:				130.23
604-64-92100-2250 Telephone Expenses				
AT&T MOBILITY II LLC	287305595089	250-0358	03/11/2026	6.62
AT&T MOBILITY II LLC	287305595089	250-0200	03/11/2026	32.18
AT&T MOBILITY II LLC	287305595089	250-1412	03/11/2026	32.18
AT&T MOBILITY II LLC	287305595089	460-1722	03/11/2026	30.11
Total 604-64-92100-2250 Telephone Expenses:				101.09
604-64-92100-3150 Office Supplies				
AMAZON CAPITAL SERVICES	1QDW-9W7W-	DISCO PAPER	03/30/2026	23.75
AMAZON CAPITAL SERVICES	1XT7-9VRQ-6	BINDERS	03/31/2026	9.24
Total 604-64-92100-3150 Office Supplies:				32.99
604-64-92300-2220 Other Professional Services				
HYDROCORP LLC	CI-12119	CROSS CONNECTION CONTROL PROGRAM	03/31/2026	791.00
HYDROCORP LLC	CI-12123	CROSS CONNECTION CONTROL PROGRAM	03/31/2026	941.00
APEX FIRE PROTECTION LLC	1200	ANNUAL FIRE ALARM AND SPRINKLER INSPECTION	03/18/2026	100.00
INTEGRATED SOLUTIONS INC	CW-30862	MARCH 2026 MANAGED SERVICES	03/05/2026	193.18
Total 604-64-92300-2220 Other Professional Services:				2,025.18
604-64-93000-2270 Water And Electricity Expenses				
CLINTONVILLE UTILITIES	11-0540-00-3-2	65 E 12TH ST	03/31/2026	109.36
CLINTONVILLE UTILITIES	11-0545-00-3-2	55 E 12TH STREET	03/31/2026	940.59
CLINTONVILLE UTILITIES	7-0550-00-3-26	260 7TH ST.	03/31/2026	36.13
Total 604-64-93000-2270 Water And Electricity Expenses:				1,086.08
604-64-93000-2300 Contracted Services				
THEDACARE AT WORK	381651	EAP FFS CLINICAL SESSION	04/01/2026	8.68
GFL ENVIRONMENTAL	R10000207288	GARBAGE/RECYCLING SERVICE: 55 E 12TH STREET	03/19/2026	44.00
Total 604-64-93000-2300 Contracted Services:				52.68
604-64-93000-3161 Training Expenses				
ELAN FINANCIAL SERVICES	5012670 3-12-	TRAVEL, FOOD EXPENSE FOR D. TICHINEL MEUW CLASS	03/12/2026	6.19
Total 604-64-93000-3161 Training Expenses:				6.19
604-64-93000-3460 Clothing And Uniforms				
ELAN FINANCIAL SERVICES	3157369	STEEL TOE BOOTS L. YOUNG	02/26/2026	214.99
ELAN FINANCIAL SERVICES	3206795	SAFETY WORK BOOTS T. BESSETTE	03/12/2026	164.99
AMARIL UNIFORM COMPANY	IN295184	SAFETY CLASS 2 WORK SHIRTS AND WORK PANTS	03/31/2026	556.53

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 604-64-93000-3460 Clothing And Uniforms:				936.51
604-64-93300-3490 Other Operating Expenses				
ELAN FINANCIAL SERVICES	WS2EM10132	DNR LICENSE RENEWAL T. BESSETTE	02/24/2026	45.90
Total 604-64-93300-3490 Other Operating Expenses:				45.90
604-64-93300-3510 Gas And Oil				
KWIK TRIP INC	MARCH 2026	WATER	03/31/2026	238.80
Total 604-64-93300-3510 Gas And Oil:				238.80
604-64-93300-3554 Vehicle Repair/Maintenance				
ELAN FINANCIAL SERVICES	197	CHIP PTO FOR THE TORO	03/17/2026	16.00
ELAN FINANCIAL SERVICES	2-27 FRGN TR	TRANSFER FEE FOR OUT OF COUNTRY CREDIT CARD PURCH	02/27/2026	7.08
ELAN FINANCIAL SERVICES	HS4201	SUCTION HOSE FOR VALVE TURNER/HYDRO VAC	02/26/2026	141.60
SERVICE MOTOR COMPANY	P22422	TRACKS FOR SKID-STER	03/30/2026	603.00
ADAM'S SMALL ENGINE REPAI	021703	CUTTING BLADES FOR TORO LAWNMOWER	03/24/2026	28.00
O'REILLY AUTO PARTS	2204-406795	MAIN RELAY FOR TORO	03/18/2026	25.38
O'REILLY AUTO PARTS	2204-406835	WASH AND WAX FOR VEHICLES	03/18/2026	30.18
O'REILLY AUTO PARTS	2204-407440	SERVICE AND OIL CHANGE IN TORO	03/23/2026	10.84
O'REILLY AUTO PARTS	2204-408572	BATTERY FOR TORO LAWNMOWER	04/01/2026	29.87
AMAZON CAPITAL SERVICES	11RL-HLX6-TV	3" SUCTION HOSE FOR VALVE TURNER/HYDROVAC	03/25/2026	45.49
Total 604-64-93300-3554 Vehicle Repair/Maintenance:				937.44
604-64-93500-3490 Other Operating Expenses				
ELAN FINANCIAL SERVICES	0193	SHOP SUPPLIES/CLEANING SUPPLIES	03/11/2026	6.97
ELAN FINANCIAL SERVICES	3920	PARTS FOR NEW LIGHTS AT TREATMENT PLANT	03/11/2026	23.05
ELAN FINANCIAL SERVICES	5427	SHOP AND CLEANING SUPPLIES	03/19/2026	32.78
ELAN FINANCIAL SERVICES	553	THERMOSTAT FOR OLD SHOP	02/23/2026	12.00
ELAN FINANCIAL SERVICES	903255	OLD SHOP 24V THERMOSTAT	02/23/2026	12.00
AMAZON CAPITAL SERVICES	1NGQ-TMKN-7	NEW LED LIGHTS FOR WATER TREATMENT PLANT BUILDING	03/10/2026	147.00
Total 604-64-93500-3490 Other Operating Expenses:				233.80
Grand Totals:				960,953.20

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.
- Invoice Detail.GL Account (3 Characters) = 603,604,602

Disconnected Electric Meters

Information Current as of Month End

	2023				2024				2025				2026		
	Disconnects	Reconnects	Remain Disconnected	Disconnects	Reconnects	Remain Disconnected	Disconnects	Reconnects	Remain Disconnected	Disconnects	Reconnects	Remain Disconnected	Disconnects	Reconnects	Remain Disconnected
Jan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Feb	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mar	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Apr	38	38	0	28	28	0	39	39	0	20	20	0			
May	27	27	0	17	17	0	20	20	0	13	13	0			
Jun	29	29	0	28	28	0	15	14	1						
Jul	20	20	0	18	18	0	21	21	0						
Aug	11	11	0	34	34	0	50	50	0						
Sep	31	31	0	29	29	0	25	24	1						
Oct	27	27	0	55	55	0	0	0	0						
Nov	0	0	0	0	0	0	0	0	0						
Dec	0	0	0	0	0	0	0	0	0						
Totals	184	184	0	209	209	0	183	181	2	0	0	0	0	0	0

Updated Summary

2023	0
2024	0
2025	2
2026	0
	2

Balance Outstanding for Disconnected Accounts

2024	-
2025	379.05
2026	-
	<u>\$ 379.05</u>

Clintonville Utilities
Delinquent Receivables Historical Data (As of Month End)

	2024				2025				2026							
	Monthly Billed \$	Balance Due \$	Delinquent \$	Delinquent %	* Adjusted Delinquent %	Monthly Billed \$	Balance Due \$	Delinquent \$	Delinquent %	* Adjusted Delinquent %	Monthly Billed \$	Balance Due \$	Delinquent \$	Delinquent %	* Adjusted Delinquent %	% of Delinquent > 60 Days
January	1,282,903.67	1,362,851.23	174,906.87	8.43	8.02	1,076,510.16	1,203,189.13	167,321.56	13.91	13.15	1,177,010.27	1,335,224.32	186,515.34	13.97	13.22	39.34
February	1,227,551.45	1,336,024.92	138,784.05	10.39	8.99	1,121,083.15	1,278,621.90	186,268.33	14.72	13.65	1,203,419.29	1,374,555.56	201,308.22	14.65	13.77	47.50
March	979,854.13	1,131,715.35	150,103.27	13.26	10.96	1,108,313.20	1,232,988.74	156,880.86	12.72	11.32	1,206,233.85	1,357,089.95	180,957.37	13.33	12.28	54.20
April	1,252,460.25	1,293,782.27	63,319.42	4.88	4.54	1,236,219.24	1,299,808.68	93,832.18	7.22	5.98						
May	1,025,729.53	1,069,189.69	75,656.38	7.08	5.36	1,116,850.39	1,174,828.70	89,837.21	7.65	6.12						
June	1,066,350.44	1,110,998.28	71,263.36	6.41	5.11	1,203,601.33	1,271,488.01	94,890.64	7.46	5.85						
July	1,429,931.84	1,460,705.01	71,225.59	4.88	3.90	1,494,410.21	1,560,699.96	88,720.19	5.68	4.46						
August	1,092,227.52	1,149,486.37	90,298.08	7.86	6.39	1,100,569.01	1,183,866.15	118,789.67	10.03	8.37						
September	1,157,513.47	1,206,769.60	79,519.57	6.59	5.34	1,240,995.64	1,313,231.57	106,709.03	8.13	6.48						
October	1,181,389.97	1,226,958.32	79,105.07	6.37	5.32	1,244,865.07	1,281,639.99	83,283.74	6.50	4.86						
November	952,256.88	1,010,792.15	89,147.42	8.82	8.24	1,114,710.57	1,182,643.13	106,243.54	8.98	8.31						
December	1,324,915.78	1,386,734.47	102,110.05	7.36	6.94	1,452,868.52	1,556,184.05	154,174.33	9.91	9.39						
Average				7.69	6.59				9.41	8.15					13.09	

* Delinquent Amount is adjusted for terminated accounts and accounts that have been backbilled.

Delinquent Receivables 2026 Detail (As of Month End)

	Residential	Non-Resid.	Total	Delinquent %
Delinquent Balance	165,105.77	21,409.57	186,515.34	13.97
Less Backbilled Accounts	-	-	-	-
Delinquent Balance	165,105.77	21,409.57	186,515.34	13.97
Less Terminated Accounts	8,527.30	1,413.52	9,940.82	-
Delinquent Balance	156,578.47	19,996.05	176,574.52	13.22
Delinquent Balance	179,764.90	21,543.32	201,308.22	14.65
Less Backbilled Accounts	-	-	-	-
Delinquent Balance	179,764.90	21,543.32	201,308.22	14.65
Less Terminated Accounts	10,781.00	1,256.72	12,037.72	-
Delinquent Balance	168,983.90	20,286.60	189,270.50	13.77
Delinquent Balance	168,983.68	14,023.69	180,957.37	13.33
Less Backbilled Accounts	13,201.83	1,062.75	14,264.58	-
Delinquent Balance	155,781.75	12,960.94	166,692.69	12.28
Less Terminated Accounts	-	-	-	-
Delinquent Balance	153,731.75	12,960.94	166,692.69	12.28
Delinquent Balance	-	-	-	#DIV/0!
Less Backbilled Accounts	-	-	-	-
Delinquent Balance	-	-	-	#DIV/0!
Less Terminated Accounts	-	-	-	-
Delinquent Balance	-	-	-	#DIV/0!
Delinquent Balance	-	-	-	#DIV/0!
Less Backbilled Accounts	-	-	-	-
Delinquent Balance	-	-	-	#DIV/0!
Less Terminated Accounts	-	-	-	-
Delinquent Balance	-	-	-	#DIV/0!
Delinquent Balance	-	-	-	#DIV/0!
Less Backbilled Accounts	-	-	-	-
Delinquent Balance	-	-	-	#DIV/0!
Less Terminated Accounts	-	-	-	-
Delinquent Balance	-	-	-	#DIV/0!

Clintonville Utilities
Water Operating Income Summary
As of January 31, 2026

	Month Ending		Year to Date		2026 Budget
	1/31/2025	1/31/2024	1/31/2025	1/31/2024	
Revenues					
Merchandise, Jobbing Revenue	-	-	0.0%	-	0%
Interest & Dividends	2,548	701	2.2%	701	1%
Miscellaneous Amortization	-	-	0.0%	-	0%
Residential Revenue	47,573	45,964	40.8%	45,964	33%
Commercial Revenue	10,904	8,982	9.4%	8,982	8%
Industrial Revenue	5,899	4,682	5.1%	4,682	4%
Public Authority Revenue	3,249	3,057	2.8%	3,057	2%
Multi-Family Residential Revenue	6,436	4,879	4.4%	4,879	3%
Private Fire Protection Revenue	1,789	1,748	1.5%	1,748	1%
Public Fire Protection Revenue	35,897	34,173	30.8%	34,173	26%
Forfeited Discounts	332	327	0.3%	327	0%
Rent from Water Property	1,841	5,605	1.6%	5,605	3%
Other Water Revenue	41	-	0.0%	-	1%
Miscellaneous Service Revenue	-	-	0.0%	-	0%
Other Water Revenue-Office	-	30	0.0%	30	0%
Sewer Billing Charges	-	-	0.0%	-	0%
Interest on Special Assessments	-	-	0.0%	-	0%
City Property Sales	-	-	0.0%	-	0%
Other State Grants	-	-	0.0%	-	0%
Fund Balance Applied	-	-	0.0%	-	19%
Total Revenues	116,509	110,148	100.0%	110,148	100%
Expenses					
O & M Expenses	69,758	85,607	62.3%	85,607	52%
Depreciation & Amortization	31,540	31,135	22.6%	31,135	25%
Taxes	18,750	18,750	13.6%	18,750	15%
Interest	-	2,000	1.5%	2,000	8%
Total Expenses	120,048	137,492	100.0%	137,492	100%
Net Income	(3,539)	(27,344)	(3,539)	(27,344)	110,250
Capital	-	-	-	-	110,250
Net Income	(3,539)	(27,344)	(3,539)	(27,344)	-

Clintonville Utilities
Waste Water Operating Income Summary
As of January 31, 2026

	Month Ending		Year to Date		2026 Budget
	1/31/2026	1/31/2025	1/31/2026	1/31/2025	
Revenues					
Other State Grants	-	-	-	-	-
Forfeited Discounts	364	374	364	374	3,800
Sewage Service	-	-	-	-	-
Residential Revenue	79,607	72,669	79,607	72,669	870,000
Commercial Revenue	18,941	14,472	18,941	14,472	205,000
Industrial Revenue	6,661	6,373	6,661	6,373	82,500
Public Authority Revenue	2,251	3,454	2,251	3,454	30,250
Multi-Family Residential Revenue	12,051	10,559	12,051	10,559	96,250
Septic/Holding Tank	2,326	2,100	2,326	2,100	21,500
Laboratory Charges	684	240	684	240	6,800
Jetting & Vactoring	-	-	-	-	6,000
Industrial Surcharges (Quarterly)	649	-	649	-	5,000
Interest on Investments	-	2,044	-	2,044	18,000
Interest on Special Assessments	-	-	-	-	500
City Property Sales	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-
Miscellaneous Service Revenue	-	-	-	-	-
Other Revenue-Office	90	20	90	20	750
Contributed Cap. Amortiz.	-	-	-	-	800
Fund Balance Applied	-	-	-	-	-
Total Revenues	123,625	112,306	123,625	112,306	315,705
	100.0%	100.0%	100.0%	100.0%	100%
Expenses					
O & M Expenses	67,464	94,044	67,464	94,044	972,605
Depreciation & Amortization	48,333	47,917	48,333	47,917	580,000
Collection System	-	247	-	247	44,000
Lab	1,275	1,637	1,275	1,637	19,000
Total Expenses	117,072	143,845	117,072	143,845	1,615,605
	100.0%	100.0%	100.0%	100.0%	100%
Net Income	6,553	(31,539)	6,553	(31,539)	47,250
Capital Improvements	-	264	-	264	47,250
Income After Capital	6,553	(31,803)	6,553	(31,803)	-



ELECTRIC ▪ WATER ▪ WASTEWATER
CLINTONVILLE, WI 54929

STAFF REPORT

Meeting Date: 4/13/2026

Recommendations:

Monthly Update:

1. I will give a verbal report on the 2026 ice storm and multiple outages
2. Wastewater employees are continuing to work on winter maintenance at the plant and lift stations.
3. Wastewater is training new employees at the plant.
4. Keith and I passed the DNR operator's exams that we took last month.
5. Water staff have completed the 2025 Consumer Confidence Report, and DNR has accepted it.
6. Electric staff are continuing to work on trimming trees for the winter.
7. We met with Converting to replace a transformer at their facility that would be hooked to our 34.5 KV system and remove from the 4KV system in preparation for the new industrial substation. This will be rescheduled due to ice storm.
8. Stacy and I have completed the PSC Report.
9. Stacy and I are continuing to work with Ehlers on the Electric conventional rate case that we will bring back to you in the coming months. Last rate study was done in 2012.

RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Dave Tichinel
Clintonville Utilities

50 10th Street
Clintonville, WI, 54929

3/2/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics




Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com



SCOPE OF WORK.....3-4

PROFESSIONAL SERVICE AGREEMENT.....5-9

APPENDIX - QUALIFICATIONS.....10

Statement of Work

HydroCorp™ (“Company”) will provide the following services to the Clintonville Utilities (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Clintonville Utilities with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the Clintonville Utilities and HydroCorp, you may expect completion of the following elements within a 48 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, 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, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols 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, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential Interior 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 the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Wisconsin Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database 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.** Information to include:

- (a) Account Listing: Clintonville Utilities to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic 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).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company 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 Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 292.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$160.07. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$930.99	\$11,171.92
Year 2	\$958.91	\$11,506.99
Year 3	\$987.69	\$11,852.28
Year 4	\$1,017.31	\$12,207.79
Contract Total	\$46,738.98	

Contract Amount is based upon a 48 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2026.

Clintonville Utilities

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) 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. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this **Section 4** shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this **Section 4**. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in **Section 5(c)**, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement 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.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

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 110,000 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 courteous 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 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & 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.

RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Dave Tichinel
Clintonville Utilities

50 10th Street
Clintonville, WI, 54929

3/2/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics




Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com



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Statement of Work

HydroCorp™ (“Company”) will provide the following services to the Clintonville Utilities (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Clintonville Utilities with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the Clintonville Utilities and HydroCorp, you may expect completion of the following elements within a 48 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company 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, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Residential Homes)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish 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, educational and public awareness brochures

1.2. Inspections. Company will perform Residential Interior initial inspections, compliance inspections, and re-inspections at individual residential homes within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Wisconsin Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. Information to include: ***Any development work to enter facility listing in Company database 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.***

- (a) Account Listing: Clintonville Utilities to provide accurate account listing of active residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic 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).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: residential

1.10. Inspection Terms. Company will perform a maximum of 540.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$75.75. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$814.72	\$9,776.70
Year 2	\$839.13	\$10,069.65
Year 3	\$864.33	\$10,372.05
Year 4	\$890.32	\$10,683.90
Contract Total		\$40,902.30

Contract Amount is based upon a 48 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2026.

Clintonville Utilities

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) 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. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this **Section 4** shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this **Section 4**. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in **Section 5(c)**, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement 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.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

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 110,000 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 courteous 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 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & 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.



Memo

Date: 4/13/2026

To: Utility Board

From: Dave Tichinel, Utilities Manager

Re: Disruptions of Water Service for the Month of March 2026

Date	Description	# of customers affected	Time	Duration
2/8/2026	6" main leak near 145 Anne Street	5	1:30 PM – 2:30 PM	1 hour