November 9, 2026

WATER DEPARTMENT

MONTHLY BILLS

WE Energies Well Pump	$418.61	
MCO	$4,310.03	Contract
WE Energies Water Tower	$94.47	Water Tower
Equip. Maint. Fund	$3,000.00	

Bills for Payment

Hawkins	$132.17	vertex CSS & freight
Badger Meters	$82.40	Contract
McMahon & Associates	$346.50	GIS Updates
Badger Laboratories	$305.00	Water Testing
Total Energy Systems	$1,050.00	Annual Maint on generator
PSC	$275.30	Assessment remainder
State of Wisconsin	$2,626.85	Loan Payment
	$12,641.33	

FINANCIAL REPORT

Water checking	441,293.08
Water Project Fund - 0467	322,636.03
TOTAL	**$763,929.11**

SEWER DEPARTMENT

MONTHLY BILLS

WE Energies	$1,023.73	County Road D
T-MOBILE	$46.63	WWTP Dialer
MCO	$2,873.36	Contract
MCO LAB	$803.25	Testing
Equip. Replacement Fund	$679.16	

Bills for Payment

Bear Creek Public Utilities	$194.54	County Road D
GFL Environmental	$276.35	WWTP Dumpster
Olsons Electric	$250.00	Lift Rental
USA Bluebook	$140.05	WWTP Supplies
Total Energy Systems	$700.00	Annual Maint on generator
McMahon & Associates	$231.00	GIS Updates
B&M Technical Service	$577.25	WWTP meter testing
	$7,795.32	

FINANCIAL REPORT

Sewer checking	-144,422.11
Equip. Replacement - 0643	137,260.68
TOTAL	**-$7,161.43**

Regular Meeting of the Bear Creek Public Utilities October 12, 2026

Village President Dan Miller called the Public Utilities meeting to order at 7:00pm.

Commissioner's present were Dominic Shaw, Chuck Jablonski, Mike Young, and Judy Jahnke. Absent and excused was Alissa Thebo.

A motion was made by Chuck and seconded by Dom to approve the agenda as presented. All in favor, motion carried.

Minutes from the 9/14/26 meeting were reviewed. A motion was made by Mike and seconded by Judy to approve the minutes. All in favor, motion carried.

After review, Mike motioned and Chuck seconded to approve the monthly voucher report. All in favor, motion carried.

The Financial Reports for Water and Sewer were reviewed by the commissioners.

The Water and Sewer monthly report was presented by Mike Young in MCO's absence.

No public Input

Future Agenda Items:

Next Village Utility Meeting is Monday November 9, 2026 at 7:00pm

Motion made by Mike and seconded by Chuck to adjourn. All in favor, motion carried.

Respectfully submitted,
Ashley Janke- Clerk/Treasurer

DRAFT

Outlook

Bear Creek - MCO 2027 contract

From Paul Much <pmuch@mco-us.com>
Date Tue 10/13/2026 1:03 PM
To Ashley Janke, Village of Bear Creek Public Utilities <bcdclerk.janke@gmail.com>
Cc Brandon Kaufman <bkaufman@mco-us.com>; Jerry Verstegen <jerryv@mco-us.com>; Rob Franck <rfranck@mco-us.com>

2 attachments (5 MB)
Bear Creek 2027 signed.pdf; Bear Creek 2027 unsigned.pdf;

Ashley,
Contract for 2027 is attached. I have included 2 copies…one signed by Rob and I and the other unsigned (might print easier to read/print) The increase is as follows:

Client	**Bear Creek**		**Date**	**10/12/2026**	
Contract	**Current Contract**	**Proposed Contract**	**Proposed Adj %**	**Increase/Decrease**	**% Change**
Base Contract	$86,200.68	$94,820.76	10.00%	$8,620.08	10.00%
Total Budget	**$86,200.68**	**$94,820.76**	**10.00%**	**$8,620.08**	**10.00%**

No increase on the Lab. No changes other than dates and contract pricing. Let me know if you have any questions. If you would like me to attend the meeting just remind me of the date and time.

Best Regards

Paul Much
President
920-475-0054 | pmuch@mco-us.com | http://mco-us.com/

http://mco-us.com/images/logo.png

CONTRACT

Between

The Village of Bear Creek

Outagamie County, Wisconsin

&

MIDWEST CONTRACT OPERATIONS, INC.
Menasha, Wisconsin

Operations and Maintenance of the
Water & Wastewater Treatment Facilities

for the

The Village of Bear Creek

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CONTRACT

Between the

The Village of Bear Creek
Outagamie County, Wisconsin
&
Midwest Contract Operations, Inc.
Menasha, Wisconsin

To Operate, Maintain & Manage the
Water and Wastewater Treatment Facilities
for the
The Village of Bear Creek

CONTRACT, made this _____ day of _____, 2026 by and between the Village of Bear Creek, Outagamie County, Wisconsin, with principal offices located at 109 Prospect Street, Bear Creek, Wisconsin 54922-0028 (hereafter referred to as "Owner"); and **MIDWEST CONTRACT OPERATIONS, INC.,** a Wisconsin general business corporation, formed and operating under Chapter 180, Wisconsin Statute, with its principal offices located at 101 Garfield Avenue, Menasha, Wisconsin 54952 (hereafter referred to as "MCO").

PREAMBLE

The **Owner** is the operator of a municipal wastewater treatment plant, collection system and all appurtenances thereto (hereafter "wastewater system"); and operator of a water treatment and supply, water equipment and structures, water main and lateral distribution system, and all appurtenances thereto (hereafter "water system"); and

Bear Creek and MCO desire to enter into a part-time Contract for MCO's operation and management of the water and wastewater treatment systems.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between **Owner** and MCO as follows:

I. TERM & TERMINATION

A. EFFECTIVE DATE

This contract shall be effective as of JANUARY 1, 2027.

B. DURATION OF CONTRACT & CONTRACT RENEWAL

This Contract shall be effective through DECEMBER 31, 2027.

C. TERMINATION OF CONTRACT

1. Either party may terminate this Contract upon sixty (60) days' prior written notice, with or without cause.

2. The **Owner** may terminate this Contract effective forty-eight (48) hours after the **Owner** gives written or actual notice to MCO or MCO's management representative, on site, if the **Owner**, the wastewater system, or other public or private property or person suffers significant damage (defined as in excess of Fifty Thousand & no/100 Dollars ($50,000.00) as the sole result of MCO's negligent, intentional or other breach of due performance of this Contract or tortuous conduct in carrying out this Contract.

3. In the event of termination under Subsection 1., MCO shall be obligated to continue to faithfully perform the Contract until the date the termination is effective.

II. SCOPE OF SERVICES

In general, Midwest Contract Operations, Inc. (MCO) shall operate and maintain the **Owner's** water and wastewater systems; manage MCO's employees in performing operations; seek to achieve compliance with environmental and other regulatory laws applicable to the systems; and report to the **Owner** regularly on the status of such activities. MCO's services are for labor only related to system operation, maintenance and management and do not include professional design or engineering services.

The policy making and governmental functions relating to the water and wastewater systems shall remain fully vested with and under the exclusive control of the **Owner**. **Owner's** functions shall include, but not be limited to, making decisions regarding significant capital requirements for the systems (i.e., improvements, repairs, etc.); changes of treatment processes; enacting or recommending necessary and appropriate ordinances; approving all major contracting for services or goods; responsibility for regulations regarding environmental regulatory compliance through agencies such as the Wisconsin Department of Natural Resources (hereinafter referred to as "DNR"), United States Environmental Protection Agency (hereinafter referred to as "EPA"), or Public Services Commission of Wisconsin (hereinafter "PSCW"), funding and the like; and any other significant policy or financial decisions regarding the systems. In the event of any questions regarding possible implications or consequences of an operational decision falling under the **Owner's** policy making or governmental functions, MCO shall consult with the **Owner** with regard to actions that may be necessary under this paragraph. However, in all events, the matter shall be deemed within the oversight and policy and financial function of the **Owner** and the **Owner's** decision in the matter shall in all events be controlling.

Without limiting the generality of the foregoing, the following is a list of specific contractual services to be performed by MCO under this Contract.

1. Provide personnel with proper state certification to manage the operation and preventative maintenance of the **Owner** water and wastewater systems.

2. Report to **Owner** as to the status of MCO's contract services and attend public meetings when requested by the **Owner**.

3. Assist in the preparation of annual operation and maintenance budgets, submit and review with the **Owner** and Engineer when requested.

4. Development of tests or operation procedures as required by present and/or future DNR, EPA or PSCW rules and regulations or any permits, administration orders of the like which might be issued by the DNR, EPA or PSCW or as may be ordered by any court having jurisdiction over the **Owner**.

5. Laboratory testing by MCO shall be limited to the capabilities of MCO's certified laboratory and is invoiced per the attached Laboratory Fee Schedule.

6. Prepare such other routine, periodic reports, which may be required from time to time by the DNR, EPA, and PSCW (excluding any significant studies such as facilities planning, toxicity reduction evaluation, or the like).

7. Review with the **Owner** and Engineer on newly enacted DNR, EPA, or PSCW programs as to how they would apply to the **Owner**.

8. Provide training for MCO personnel in areas of operations, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program has been developed and implemented, and all portions of that program shall be adhered to. This safety program is for MCO personnel only and remains the sole property of MCO. **Owner** shall provide all required safety equipment. MCO is not responsible for safety training of **Owner** employees, or safety plans and/or assessments relating to owners buildings or structures.

9. Provide field services for **Owner** water system including: reading water meters; inspection of operation and maintenance of pump house and tower; flush hydrants; exercise system valves, new construction water meter drop off, and construction locates (MCO's liability relating to utility locates is outlined in Section V, Paragraph A). Water meter testing (ten-year rotation) will be invoiced separately as the meters need to be sent out for testing.

10. Provide field services for **Owner** wastewater system including: Plant operation that includes daily plant checks of the wastewater treatment plant, and basic equipment preventative maintenance as defined in Section II, Item 12, inform the **Owner** of any identified items requiring corrective repair, and construction locates for the collection system (MCO's liability relating to utility locates is outlined in Section V, Paragraph A).

11. MCO staff will respond to all emergencies as they pertain to the wastewater and sanitary sewer system or water system.

12. Provide labor for routine preventative maintenance of the water and wastewater systems. Routine preventative maintenance is defined as any schedule and expected maintenance that is necessary and appropriate to keep the wastewater and water systems functioning up to consistent, acceptable standards over the useful life of such equipment, and consists of preventive maintenance scheduling and tracking, and spare parts inventory and control, as directed by the manufacturer. **Owner** is responsible for televising, cleaning, and repair in the

wastewater collection system and repair of the water distribution system. MCO shall provide the **Owner** with full documentation that preventive maintenance is being performed on all **Owner** owned equipment in accordance with the manufacturer's recommendations and intervals and in sufficient detail as may be determined by the **Owner**. MCO shall be responsible for maintaining new equipment purchased by the **Owner** and assist the **Owner** in enforcing equipment warranties and guarantees. The **Owner** is responsible for costs associated with preventative maintenance supplies which includes but is not limited to spare parts, oils, grease, and other lubricants.

The parties agree that the services to be provided by MCO and its officers, directors, employees and agents under this Contract shall not include any services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials. As such, **the Owner** acknowledges and agrees that MCO does not have and has no obligation to have professional liability (errors and omissions) or other insurance for claims arising out of the performance of or the failure to perform professional services relating to the investigation, detection, abatement, replacement, discharge, or removal of products or materials containing asbestos or any other toxic or hazardous contaminants or materials. Should MCO be subject to any lawsuit, claim or other proceeding relating to the investigation, detection, abatement, replacement, discharge, or removal of products or materials containing asbestos or any other toxic or hazardous contaminants or materials, the Owner agrees to indemnify and hold MCO harmless from any damages, costs, or expenses, including reasonable attorneys' fees, that MCO may incur or become liable to pay as a result of the same.

The foregoing list is intended to be thorough in nature, yet the parties acknowledge there may be other aspects of operation of the water and wastewater systems that have not been anticipated herein, or may not be identified in the foregoing list yet are a part of, and consistent with, the operation of the system as conducted by the **Owner** prior to this Contract. The parties will consider the past course of performance of the original contract between them in determining whether specific services are within the meaning of the preceding sentence. The parties agree that services of this kind will be performed by MCO without additional fee beyond the base compensation described in the Section below. Only in the event of special circumstances involving new regulatory requirements or new services not presently being conducted will there be a need to adjust MCO's compensation.

III. OWNER FUNCTIONS

The **Owner** shall exercise the following functions relative to the water and wastewater systems:

1. All policy decisions regarding level or kind of treatment, water pollution control or other regulatory standards shall be reserved to the **Owner.**

2. All questions of capital improvements or treatment or control strategies as they may affect the relative requirement for labor or capital.

3. All contracting and subcontracting by the **Owner** or by MCO on behalf of the **Owner** must be approved by the **Owner.** Such approvals may be general or blanket in nature for purchases of supplies and the like, or services below a specified monetary amount.

4. Unless otherwise agreed in writing, outside services contracted for, from time to time, by **the Owner**, shall be supervised and controlled by the Owner and **MCO's** role shall be limited to providing periodic suggestions concerning future improvements in the nature or scope of the

contracted services that might be beneficial to **the Owner.** If MCO acquires actual knowledge of a deficiency, error, or omission by the outside contractor in the performance of the contracted services, MCO agrees to bring such matters to the attention of **the Owner**, but shall not have any further management or supervisory functions with regard to the outside contractor, unless otherwise specifically agreed in writing by MCO.

5. All policy questions regarding customer relations, including but not limited to billing or service disputes and pretreatment requirements.

6. All enactment of ordinances, rules, regulations or the like relating to the wastewater and water systems and any enforcement thereof.

7. All applications, petitions, requests for action, hearing, modifications or the like that may be filed with the DNR, EPA, PSCW, or any other regulatory body.

8. All aspects of generating, computing, obtaining authority for, billing and collecting charges for the water and wastewater systems, and handling any disputes arising thereof.

9. Any intergovernmental services or agreements.

10. The determination of the budget for the water and wastewater systems, except that the budget must include and provide for the payment of compensation to MCO as herein provided.

11. The **Owner** may direct MCO to adjust specific strategies for water pollution control in response to regulatory concerns, or administrative or court order. In such events, MCO agrees to promptly follow such instructions, notwithstanding that MCO may in good faith question whether its actions in following such instructions fall within the scope of this Contract. Such disputes, if any, shall be resolved pursuant to Section V, paragraph D, below entitled "Dispute Resolution", but such matters will not be cause for MCO to delay carrying out the **Owner's** instructions. This provision acknowledges that by entering into this Contract, the **Owner** retains its obligations under its WPDES permit and other regulatory programs. MCO hereby agrees to respond to the environmental regulatory concerns of the **Owner** in a timely and responsive manner, and that disputes regarding compensation and scope of services be left for subsequent resolution under this agreement.

12. The **Owner** shall supervise and control MCO's performance of this Contract by reviewing MCO's reports and activities and monitoring performance with such frequency and methods as the **Owner** may in its discretion determine.

13. The **Owner** shall remain responsible for the costs of outside services for digging and repair of water main breaks and collection system repair.

14. The **Owner** shall remain responsible for costs associated with soil & sludge testing.

15. The **Owner** shall remain responsible for costs associated with mechanical or electrical repairs that are beyond the services of basic preventive maintenance, this includes corrective repairs to equipment associated with but not limited to the water and wastewater systems.

16. The **Owner** shall remain responsible for snow removal and maintaining access to facilities under severe weather and general grounds maintenance of facilities.

17. The agreement with MCO is for labor only; **Owner** shall be responsible for the costs of materials and supplies needed for MCO to perform basic equipment maintenance for the water and wastewater systems and lift stations.

IV. COMPENSATION

A. MCO - Compensation & Related Procedure

In consideration of the MCO scope of services described, and in consideration of all other terms and conditions of this Contract, the **Owner** shall compensate MCO as follows:

1. At all times hereunder, MCO shall be financially responsible for all direct labor costs, indirect labor costs and operational costs for MCO employees and MCO business

2. Each month, MCO shall bill the **Owner** one-twelfth (1/12) of the annual amount due MCO plus Laboratory Fees per the attached Fee Schedule. The first year of the contract amount shall be $94,820.76 (or $7,901.73/month) plus laboratory fees. The **Owner** shall pay monthly payments by the first of each month for which services will be rendered

B. Owner - Payment of Owners Employees

The **Owner** shall continue to be solely responsible and liable for the payment of all labor costs, direct and indirect, under and within its "operating budget" or as may be approved by **Owner** in excess of its operating budget as to all **Owner** employees (other than MCO employees). Employees and other service providers of **Owner** shall not be deemed to be employees of MCO for any purpose. The parties agree that MCO is not and shall not be considered to be a joint employer of **Owner's** employees, agents and/or workers for any purpose, including, but not limited to, any liability for direct or indirect labor costs, employee benefits, Worker's Compensation coverage or unemployment insurance for such employees and service providers of **Owner**.

C. Renegotiation of Contract

If the MCO scope of services is required to change, such change resulting from mutual agreement of the parties, or because necessitated by acts, deeds or circumstances beyond the control of MCO, such as, and without limitation, including the following:

(i) Acts of God, floods, unforeseen emergencies, or other events of force majeure making MCO's performance as contemplated herein impractical; or

(ii) Agreement of both parties to expand the scope of services to be provided, or

(iii) Changes in flows or characteristics of influent or effluent, a significant change in the number of users of the **Owner's** wastewater system or water system (defined as in excess of 10% change from the level at the effective date of this Contract), or changes in IEPA or AGENCY programs or directives, or other applicable rules and regulations, if such changes in flow, characteristics, number of users or regulations are unforeseen and substantially change the nature of operational responsibility in order to continue to operate the water or wastewater system in a cost effective and environmentally sound matter;

then, MCO and the **Owner** shall either:

1. Immediately renegotiate the scope of services as defined, and renegotiate MCO compensation relating to such change in circumstances; or

2. The **Owner** and/or MCO may declare this Contract terminated in its entirety upon thirty (30) days' written notice following the event precipitating the change in contractual obligations of the **Owner** and MCO, in accordance with Section 1, paragraph C.

Nothing herein shall prevent the **Owner** and MCO from mutually agreeing in writing to amend the scope of services and compensation, or any other terms herein, for any reasons they deem appropriate.

V. GENERAL PROVISION

A. Insurance and Risk Provisions

INDEMNIFICATION

Except as otherwise provided in this Section V, paragraph A, MCO agrees to and shall hold **Owner**, its elected and appointed officers, and employees harmless from any liability for claims or damages that the Owner becomes liable to pay for personal injury or property damage to the extent caused by the negligence of MCO. **Owner** agrees to and shall hold MCO, its officers, and employees harmless from any liability for claims or damages that MCO becomes liable to pay for personal injury or property damage to the extent caused by the negligence of **Owner**.

Owner acknowledges that, in seeking the services of MCO under this Agreement, **Owner** is requesting MCO to undertake uninsurable environmental and other operational obligations for **Owner's** benefit. Therefore, **Owner** agrees that, with the exception of such liability as may arise out of the willful misconduct or intentional omissions of MCO, or its officers or employees, in performing services under this Agreement, **Owner** shall indemnify, defend and hold harmless MCO, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities and costs, including but not limited to costs of defense, arising under local, state, or federal laws, including but not limited to the Solid Waste Disposal Act, Clean Water Act, Comprehensive Environmental Response, Compensation and Liability Act, or Resource Conservation and Recovery Act, or directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substances of wastes, pollutants, or contaminants of any kind whether at **Owner's** facilities or at any other location.

Owner agrees to indemnify, defend, and shall hold MCO, its officers, directors, employees, and agents harmless from any claims, damages, liability, or actions against MCO which are based upon or arise out of (i) MCO's status as agent for **Owner**; (ii) decisions made or actions undertaken by **Owner** as part of its governmental and policy making functions, (iii) water distribution system and sewer collection system failure attributable to the condition of the **Owner's** water distribution or sewer collection system; and (iv) utility location functions performed by MCO at **Owner's** request using **Owner**-supplied tools and/or data, unless the claim or actions arise from the willful misconduct of MCO, or its officers or employees.

MCO's liability to **Owner** for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance by MCO of its obligations pursuant to this Agreement shall be limited to direct damages in an amount not to exceed the amount of collectible insurance for such damages or loss. Where there is no collectible insurance to cover such damages, then damages shall be limited to amounts paid by **Owner** to MCO in the three (3) months preceding the date of the loss. In no event shall MCO be liable for any loss of revenue or

profits, or for any indirect, special, incidental, consequential, or punitive damages, whether arising in contract, tort or otherwise, even if the parties knew or should have known of the possibility of such damages.

All obligations of **Owner** under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations set forth in Sec. 893.80 Wis. Stats. and case law, which shall be applied to both contractual and tort liability of **Owner** with respect to this Agreement, and nothing herein constitutes a waiver by **Owner** of the terms of that statute despite any provision herein to the contrary. Governmental immunities, defenses, and other statutory limitations applicable to Owner shall extend and apply to any acts or omissions of MCO while acting as an agent of Owner within the scope of this agreement.

MCO INSURANCE

MCO currently maintains and shall continue to maintain the following insurance coverage/limits during the term of this Contract, unless otherwise approved by the **Owner**:

	Occurrence/Aggregate
Excess Liability	6,000,000/6,000,000
Comprehensive General Liability	1,000,000/2,000,000
Automobile Liability	1,000,000/1,000,000
Worker's Compensation/Employers Liability	Statutory (For MCO employees only)

Within thirty (30) calendar days of the contract date, MCO shall furnish Owner with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to Owner while this Agreement is in effect.

OWNER INSURANCE

Owner shall continue to carry and provide and pay for all fire, general casualty, automobile and motorized vehicle liability, public liability, and excess liability insurance insuring the **Owners'** facilities and **Owners'** employees and **Owners'** motor vehicles and **Owner's** equipment that MCO will be managing and or utilizing in the completion of the agreed scope as identified in this contract, or subsequent changes in that scope that would be agreed to by **Owner** and MCO as an amendment to the original contract. MCO shall be named as an additional insured under these policies during the term of the contract.

B. **Warranties & Representations of MCO**

1 MCO hereby represents to and for the benefit of the **Owner** that it has the ability to manage the **Owner's** water and wastewater systems, as provided in the scope of services set forth in Sections II thru III, above. This representation is subject to Section IV. Subsection C. and as such, MCO's representation in the first sentence hereof is limited to the conditions existing at the time this Contract was entered into and such reasonably foreseeable conditions not calling for amendment under Section IV, Subsection C.

2. MCO represents and warrants that it will discharge its duties, functions and obligation under this Contract consistent with the applicable professional standard of care and that it has the knowledge of the **Owner's** water and wastewater systems, the **Owner** Wisconsin Pollution Discharge Elimination System permit requirements and the requisite expertise and staff to manage the **Owner** water and wastewater system in compliance with applicable environmental laws, rules, regulations and permit terms, except as otherwise expressly disclaimed in Subsection 3 below

This representation is subject to any material changes of conditions that meet the terms of Section IV, above. In the event any amendment occurs, the representations and warranties of this Subsection 2, shall be deemed extended to such new MCO duties, functions and obligations, absent an express exclusion of such matters from MCO's competence by mutual agreement. Absent such exclusion, it shall be agreed that MCO has the requisite knowledge described in the first paragraph of this Subsection 2, to operate the system as called for by this Contract.

3. MCO expressly disclaims any warranties or representations, direct or indirect, and makes no guarantee that in performing management, of the **Owner** water and wastewater systems, the treatment of the **Owner** effluent will be of specific quality required to comply with "discharge limits" under laws, rules, regulations and directives of the DNR, EPA, Public Service Commission, or any other governmental or administrative body having jurisdiction from time to time over wastewater treatment system and their operations, now or hereinafter enacted, nor does MCO warrant, represent, or guarantee that the quality of **Owner's** water system water, as distributed, or the quality thereof will be of a quality or quantity required to comply with any laws, rules, regulations or orders of the DNR, EPA, Public Service Commission, or any other governmental or administrative body having jurisdiction from time to time over water system plants and their operations, now or hereinafter enacted.

4. So long as MCO does not materially breach these provisions of this Contract describing MCO's duties hereunder, any fines levied or the costs of any other enforcement action taken against the **Owner,** including any damages and costs attributed directly or indirectly thereto, shall be the financial responsibility of the **Owner**.

C. Confidentiality: Public Records

In performance of the contract, MCO and its employees may come into contact with material that relates to the legal status of the **Owner** or its wastewater system, including but not limited to issues of compliance with permits or environmental laws. Except for the **Owner** and/or the Owner's Engineer with whom MCO may freely share information, MCO agrees that it will keep such information confidential and will not share such information without **Owner's** consent with anyone, including, but not limited to, other parties contracting with MCO. MCO further agrees to adhere to all instruction of the **Owner,** the **Owner's** Engineer and its legal counsel regarding the handling of documents or other information that may be affected by the **Owner** status as a public governmental body.

D. Non-Solicitation and Non-Interference

For the protection of MCO's business, the **Owner** agrees to each of the following separate, independent and severable provisions:

1. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, the **Owner** shall not, and shall not allow any of its employees, agents, or elected or appointed officials to, directly or indirectly, solicit, induce, or encourage any employee or agent of MCO to leave his/her employment or work with MCO to accept employment or work with the **Owner** or with any other person, entity or municipality.

2. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, the **Owner** shall not, hire or engage, whether directly or indirectly, any current or recent past employee or agent of MCO to perform services of the type and nature that MCO provides or offers to provide in the

area of water and wastewater utilities management services. For purposes of this restriction a recent past employee or agent is one who has provided services in the past six (6) months as an employee or agent of MCO.

3. During the term of this Agreement and for a period of (2) years after this Agreement is terminated by either party for whatever reason, the **Owner** shall not, directly or indirectly, individually, jointly, or on behalf of another, divert or seek to divert business, customers or employees away from MCO and/or shall not encourage, request, or advise any person or entity to withdraw, curtail, terminate, or cancel any business, prospective business, or business relationship with MCO.

E. Dispute Resolution

In an effort to resolve any conflicts that arise during the term of this contract, the **Owner** and MCO agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

If the dispute cannot be settled through direct discussion, or mediation, the parties may exercise such rights or remedies as either may have under the contract documents in respect of any dispute.

F. Miscellaneous

1. **Contract Confidential, Proprietary –** To the extent permitted by law, **Owner** agrees that the Project Approach, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of MCO.

2. **Force Majeure** - Either party may be relieved from performance of this Contract in the event of causes beyond the party's practical control, including, among others, injunction, strike, riot, invasion, fire, freezing, flood, explosion, breakdown, act of God, or the public enemy, or the like.

3. **Construction** - The heading to the sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of such provisions. All questions of construction, interpretations, performance, breach or enforcement of this Contract shall be determined in accordance with the laws, both statutory and common, of the State of Wisconsin.

4. **Assignment** - Neither this contract, nor any right under it, is assignable, whether by operation of law or otherwise, by any party, without the prior written consent of the other parties hereto.

5. **Waiver of Breach** - The failure of any party to require performance by the other party of any provision of this Contract shall not affect the right of such party to require future performance of the provision, and any waiver by any party of any breach of any provision of or delay in the exercise of any right under this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provisions, a waiver of the provision itself or a waiver of any right under this Contract.

6. **Entire Contract: Agreements** - This Contract constitutes the entire Contract and understanding between the parties relative to the subject matter hereof, and merges all prior discussions and agreements between them relating thereto. This Contract supersedes all previous agreements and understanding, if any, whether written or verbal,

between the **Owner** and MCO, relating to the subject matter hereof. For purposes of this paragraph, "the subject matter hereof" means the operation or management of the **Owner's** water and wastewater systems.

This Contract may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this agreement signed by all parties.

7. **Severability** - In any covenant, condition or provision of this Contract is held to be invalid or unenforceable by reason of any statute, rules or public policy, all other covenants, conditions or provisions of this Contract shall nevertheless remain in full force and effect as if this Contract had been executed with the invalid or unenforceable portion thereof eliminated, and no covenant, condition or provision shall be deemed dependent upon the other covenant, condition or provisions unless so expressed.

8 **Notices** - Except as otherwise specifically provided herein, any notice hereunder shall be deemed sufficiently given by one party to the other if it (1) is in writing, and (2) delivered or rendered either in person or by depositing it in the United States mail in a sealed envelope with postage and postage charges prepaid, addressed as follows:

If to Owner: Village of Bear Creek
109 Prospect Street
P.O. Box 40
Bear Creek, WI 54922-0040

If to MCO: President
Midwest Contract Operations, Inc.
P.O. Box 50
Little Chute, WI 54140

Any party may change its address by giving notice of such change to the others in the manner aforesaid. All such notices shall be effective when delivered in person or when mailed.

9 **Code Reference** - All references to statutes and the Illinois Administrative Code are intended to refer to such materials as amended are renumbered from time to time, and to include new provisions that refer or relate to the same subject matter.

10 Each person who signs this Agreement on behalf of a party represents and warrants that he/she is an authorized representative of the party on whose behalf he/she is signing, and that he/she has full authority to bind the party for which he/she is signing to each term and provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized offices, have executed this Contract as of the date first above written.

Village of Bear Creek
Outagamie County, WI

(Authorized Signature)	Witness
(Authorized Signature)	Date

Midwest Contract Operations, Inc.
Menasha, Wisconsin

Paul M. Much President	Witness

MCO

Midwest Contract Operations

	LABORATORY FEES 2025	RATE PER SAMPLE	25% discount
961	BOD	$25.00	$18.75
962	TSS	$15.00	$11.25
963	NH3	$18.00	$13.50
964	Total Phosphorus	$21.00	$15.75
965	Ortho Phosphorus	$17.00	$12.75
966	COD	$26.75	$20.06
967	Ph	$8.00	$6.00
968	Volatile Acids	$15.00	$11.25
969	%TS, %TVS	$18.00	$13.50
970	Chlorine, Total	$12.00	$9.00
971	Chlorine, Residual	$12.00	$9.00
972	Dissolved Oxygen	$6.50	$4.88
973	30 minute settling	$5.50	$4.13
974	Fecal Coliform	$38.00	$28.50
975	E. Coli	$38.00	$28.50
976	E. Coli Weekly - 12/1 to 03/31	$85.00	$63.75
977	E. Coli Weekly - 04/01 to 10/31	$105.00	$78.75
978	Microscopic Exam - Mixed Liquor	$365.00	
979	Microscopic Exam – Extra Basin/Sampling Point	$75.00	
980	Microscopic Exam - Lagoon Analysis	$365.00	
981	Anthrone/Polysaccharide Test	$250.00	
982	Microscopic Report + Genetic Report	$600.00	
983	Anaerobic Micro + Genetic Report	$450.00	
984	Toxicity Inhibition Study – BASIC (nitrification study)	$350.00	
985	Toxicity Inhibition Study – ADVANCED	$800.00	
986	Samples sent to outside laboratory	1.15 of Cost	