FOX WEST REGIONAL SEWERAGE COMMISSION
1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

July 31, 2025

Town Clerk
Town of Grand Chute
1900 W Grand Chute Blvd
Grand Chute, WI 54913

Village Clerk
Village of Greenville
P O Box 60
Greenville, WI 54942

Village Clerk
Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Town Clerk
Town of Clayton
8348 County Road T
Larsen, WI 54947

Ms. Ellen Skerke
Town of Neenah
1655 County Road A
Neenah, WI 54956

Mr. Andrew Rossmeissl
Herrling Clark Law Firm
800 North Lynndale Drive
Appleton, WI 54914

The Post Crescent
P O Box 59
Appleton, WI 54912

PUBLIC NOTICE

Public Notice is hereby given that there will be a **REGULAR MEETING** OF THE FOX WEST REGIONAL SEWERAGE COMMISSION on Wednesday, August 6, 2025 at 4:00 P.M. The Regular Meeting will be held at the McMahon Associates headquarters at 1445 McMahon Drive in Neenah. The meeting will also be held via teleconference.

Respectfully submitted,

FOX WEST REGIONAL S. C.

Melissa Starr
Accounting Clerk

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AGENDA
For REGULAR MEETING
Wednesday August 6, 2025
4:00 P.M.

The meeting will also be held via teleconference.

CALL TO ORDER OF REGULAR MEETING

ROLL CALL

APPROVAL OF AGENDA

SECRETARY'S REPORT:
- Approve Minutes of Regular Meeting (07/02/2025)

TREASURER'S REPORT:
- Approve Voucher List
- Discussion / Review of Bank & Budget Statements

PRESIDENT'S REPORT:
-

MANAGER'S REPORT:
- Review/Approve Monthly Operational Summary
- Discuss Biosolids PFAS Results
- Discuss/Approve SNDR #1 Jet Pump Rebuild Quote

ENGINEER'S REPORT:
- Update on Fine Screen/Blower/Generator Project

OLD BUSINESS:
-

NEW BUSINESS:
-

ADJOURNMENT:

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REGULAR MEETING MINUTES

July 2, 2025

Notice of the Regular Meeting was distributed by Melissa Starr to all Commissioners; the Clerks of the Town of Grand Chute, Village of Fox Crossing, Village of Greenville, Town of Clayton, & Town of Neenah; the Post Crescent; and posted on the bulletin board at the Regional Office. The Regular Meeting was called to order by President Dale Youngquist at 4:00 pm.

PRESENT:

Beth English	Anthony Lehrer	Dale Youngquist
Mark Heling	Mark Strobel	Brandon Kaufman (MCO)
Kris Koeppe	Mike Van Dyke	Melissa Starr (MCO)

Guests: Keith Curran (Greenville), Ethan Lang (McMahon)

APPROVAL OF AGENDA:

A motion was made by Mike Van Dyke to approve the Agenda, second by Kris Koeppe. *Motion Carried.*

SECRETARY'S REPORT:

Minutes

A motion was made by Mike Van Dyke to approve the Minutes of the Regular meeting held on June 4, 2025; second by Kris Koeppe. *Motion Carried.*

TREASURER'S REPORT:

Voucher List

President Youngquist asked if there were any questions or concerns with the Voucher List; hearing none, a motion was made by Mike Van Dyke to approve the Voucher List as presented; second by Kris Koeppe. *Motion Carried.*

Bank & Budget Statements

President Youngquist asked if there were any questions regarding the bank and budget statements. He then inquired as to why there was a negative amount listed under accounts payable on the Balance Sheet. Clerk Starr stated she would need review QuickBooks to see what may be causing it, and she will follow up via email once she has an explanation. After discussion, a motion was made by Mike Van Dyke to approve the Bank & Budget Statements; second by Kris Koeppe. *Motion Carried.*

PRESIDENT'S REPORT:

No items to report

MANAGER'S REPORT:

Operational Summary

Manager Kaufman discussed his written report and provided additional information on: Final clarifiers 1 and 2 were taken down for cleaning and replacing plug valves. Submersible sludge mixers were removed for routine oil changes and rag material was removed during that time. The last mixer was returned to service on 6/24/25. The Ford F250 truck was listed with the WI Surplus Auction and as of the meeting the highest bid was $3,900, with nine days left of the auction. The audit summary report from the September 2022 audit of the Pretreatment Program was recently received from the DNR. During the 2022 inspection, the DNR representative made comments on items that needed to be addressed, so Fox West staff were able to make adjustments and corrections prior to receiving the summary. Pretreatment Coordinator, Colin Clark, sent the required response to the DNR the last week of June. Discussion followed. After discussion, a motion was made by Mike Van Dyke to approve the Operational Summary; second by Mark Heling. *Motion Carried*.

Monthly Billing Process Review

Manager Kaufman gave an overview of the monthly billing process along with how the yearly O&M unit costs are determined, and how the loading data flows into the billing spreadsheet. Discussion followed.

ENGINEER'S REPORT:

Fine Screen Engineering

No items to report

OLD BUSINESS

N/A

NEW BUSINESS

Sewer Main Upsize Request – Grand Market Regional (Grand Chute)

Manager Kaufman explained the request from Grand Chute is to increase the size of the sewer main, and he recommended approval of the request. Motion made by Mike Van Dyke to approve the Sewer Main Upsize request; second by Kris Koeppe. *Motion Carried*.

Sewer Extension Request – 6th & 7th Addition to Savannah Heights (Greenville)

Manager Kaufman recommended approval of the Sewer Extension request for 6th & 7th Addition to Savannah Heights, located in Greenville. Motion made by Mike Van Dyke to approve the Sewer Extension request for 6th & 7th Addition to Savannah Heights; second by Kris Koeppe. *Motion Carried*.

Sewer Extension Request – Griesbach Subdivision (Greenville)

Manager Kaufman reported the sewer extension request for Griesbach Subdivision has not been approved by East Central or the DNR as of the date of the meeting, however, based on the information received, he recommended approval once East Central and the DNR approve it. Motion made by Mike Van Dyke to approve the Sewer Extension request for Griesbach Subdivision pending approval from East Central and the DNR; second by Kris Koeppe. *Motion Carried*.

ADJOURNMENT

A motion was made by Mike Van Dyke to adjourn the meeting, second by Kris Koeppe. *Motion Carried.*

Meeting adjourned at 4:50 pm.

ATTEST

Kris Koeppe, Secretary

Melissa Starr, Accounting Clerk

FOX WEST REGIONAL
SEWERAGE COMMISSION

For Approval on: 08/06/2025

PREAUTHORIZED JULY PAYABLES

CHECK NO	DATE			Amount
38887-38888	07/08/25	Plant Payroll - Net (#25-14)	$	4,008.89
WDC070825	07/08/25	Wisconsin Def Comp (#25-14)	$	100.00
	07/08/25	FSA WITHHOLDING (#25-14)	$	179.16
38889-38890	07/22/25	Plant Payroll - Net (#25-15)	$	3,221.59
WDC072225	07/22/25	Wisconsin Def Comp (#25-15)	$	100.00
	07/22/25	FSA WITHHOLDING (#25-15)	$	179.16
38891	07/18/25	Mutual of Omaha (Life and AD&D Insurance)	$	16.56
38892	07/18/25	Spectrum/Charter Communications ($114.99 Internet/$113.83 Telephone)	$	228.82
38893	07/18/25	Town of Grand Chute (Life & Dental Insurance, FSA fee)	$	303.50
38894	07/18/25	VISA	$	153.17
38895	07/18/25	WE Energies ($390.40 Heat/$64,503.46 Electric)	$	64,893.86
WGH072425	07/24/25	Dept of Employee Trust (AUGUST HEALTH INVOICE)	$	5,119.88
EFTPS071825	07/18/25	Federal Payroll Taxes (JULY Federal Tax Withholding)	$	1,584.58
EFTPS080125	08/01/25	Federal Payroll Taxes (JULY Federal Tax Withholding)	$	989.72
WDR073125	07/31/25	Wisconsin Dept Revenue (JULY State Tax Withholding)	$	443.27
WRS073125	07/31/25	Dept of Employee Trust (JUNE PENSION)	$	1,513.01
				$83,035.17

CHECK NO	DATE		Amount
38898-38904	08/06/25	Commissioner's Wages (Net) Commission Wages (JUL Mtg)	*$1,205.73*
38905	08/06/25	Aquachem Ferric Chloride	*$36,046.17*
38906	08/06/25	Badger Labs Lab Testing	*$2,281.00*
38907	08/06/25	Crane Engineering Parts for Grit Pumps #1 & #2	*$2,603.07*
38908	08/06/25	Faith Technologies GBT E-stop Alarm	*$460.00*
38909	08/06/25	Gannet Wisconsin Media Public Notice WWTFO	*$17.74*
38910	08/06/25	Grainger UV Panel Fuses,HVAC Parts,V-Belts, Gloves,Ball Check Valve	*$1,834.48*
38911	08/06/25	Heartland Business Systems Monthly IT Services, BR Backup Issues	*$6,927.64*
38912	08/06/25	Johnson Controls Rebuild & Test RPZ Valves,	*$8,513.83*
38913	08/06/25	L&S Electric Sealing Rings	*$372.00*
38914	08/06/25	McMaster-Carr Supply Expandable Tapered Plug	*$471.15*
38915	08/06/25	MCO Contract Operations	*$61,604.70*
38916	08/06/25	Milton Propane Vehicle Fuel	*$44.48*
38917	08/06/25	NCL Lab Supplies	*$1,355.41*
38918	08/06/25	Speedy Clean Drain & Sewer Inc Vacuum & Water Jet 10" Storm Line 400'	*$945.00*
38919	08/06/25	Splendid Cleaning Services Building Maintenance	*$379.00*
38920	08/06/25	UniFirst Employee Uniforms, Mats, Wipers	*$618.82*
38921	08/06/25	USA BlueBook Reagent for Hach Phosphax Analyzer	*$204.81*
			$125,885.03

CHECK NO	DATE		Amount
		EQUIPMENT REPLACEMENT	
38922	08/06/25	Faith Technologies Replace Foam Pump #1 VFD	*$15,935.00*
38923	08/06/25	Grainger Sewage Ejector Pump	*$636.27*
38924	08/06/25	Replace 2" RP Valve for Thickener Bldg	*$1,827.02*
		Total Equipment Replacement	**$18,398.29**
		DEPRECIATION EXPENSE	
38925	08/06/25	McMahon WWTF Improvements Project	*$3,960.00*
38926	8/6/2025	Valley Sealcoat, Inc Repairs, Cracksealing, Sealcoating, Line Striping	$19,912.00
38927	8/6/2025	Xylem Water Solutions U.S.A. Inc Flygt SR-4650 Submersible Mixer	$21,517.14
		Total Depreciation	**$23,872.00**

Preauthorized JULY Expenses	$83,035.17
Monthly Payables	$125,885.03
Equipment Replacement Expense	$18,398.29
Depreciation Expense	$23,872.00
	$251,190.49

Disbursements Not Approved:

Approved by Commission:

Mark Strobel — Date

2025 INTEREST EARNINGS
June 30, 2025

gl #'s	1002	1034	1036	1050	2186b	2131	2121	2152c	2141	2152e	
	Operations				Future	Replacement	Bond Redemption		Depreciation		
	Checking	WH Deposit Winnebago	WH Deposit Geenan	Savings	LGIP	MONEY MARKET	MONEY MARKET	LGIP	MONEY MARKET	LGIP	TOTAL
	0.05%	0.01%	0.01%	0.00%	4.36%	3.00%	3.00%	4.36%	3.00%	4.36%	
	ANB	ANB	ANB	COMM1st	LGIP	ANB	ANB	LGIP	ANB	LGIP	
Jan	11.12	-	-	-	5,150.95	2,335.88	2,767.81	2,735.83	1,065.16	6,448.51	$20,515.26
Feb	12.81	-	-	-	4,688.15	2,081.91	2,673.85	2,490.02	833.62	5,869.13	$18,649.49
Mar	12.91	0.01	0.01	0.00	5,189.58	2,329.43	3,266.54	2,756.34	913.37	6,496.86	$20,965.05
Apr	15.28	-	-	-	5,041.06	2,184.67	1,974.42	4,542.33	866.51	6,310.93	$20,935.20
May	18.23	-	-	-	5,193.87	2,093.50	1,011.84	3,153.03	888.62	6,502.24	$18,861.33
Jun	16.23	0.02	0.01	-	5,043.27	2,018.28	1,224.56	3,061.61	862.11	6,313.71	$18,539.80
Jul											$0.00
Aug											$0.00
Sep											$0.00
Oct											$0.00
Nov											$0.00
Dec											$0.00
TOTALS:	$86.58	$0.03	$0.02	$0.00	$30,306.88	$13,043.67	$12,919.02	$18,739.16	$5,429.39	$37,941.38	$118,466.13
	$86.63				$30,306.88	$13,043.67	$31,658.18		$43,370.77		
acct #'s	-17	-87	-87	-5400	-5	-92	-23	-1	-11	-2	
acct $'s	$410,207.79	$506.89	$502.23	$7.03	$1,412,711.75	$862,940.93	$595,595.23	$857,612.14	$355,221.62	$1,768,583.27	$6,263,888.88

ACCOUNT LISTING
1/31/2025

American Nat'l Bank	Operations - Checking	$410,207.79	0.05%
American Nat'l Bank	Operations - WH Deposit	$506.89	0.01%
American Nat'l Bank	Operations - WH Deposit	$502.23	0.01%
Community 1st CU	Operations - Savings	$7.03	0.00%
Community 1st CU	Future Capital - CD	$1,412,711.75	4.36%
American Nat'l Bank	Replacement - Money Market	$862,940.93	3.00%
American Nat'l Bank	Bond Redemption - Money Market	$595,595.23	3.00%
LGIP	Bond Redemption - LGIP	$857,612.14	4.36%
American Nat'l Bank	Depreciation - Money Market	$355,221.62	3.00%
LGIP	Depreciation - LGIP	$1,768,583.27	4.36%
	Total Funds:	**$6,263,888.88**	

2025 BUDGET STATEMENT
FOX WEST REGIONAL
WASTEWATER TREATMENT PLANT

Budget Through 6/30/2025

INCOME SOURCE	100.00% '25 BUDGET	MONTHLY 1/12 TOTAL	8.33% JAN	16.67% FEB	25.00% MAR	33.33% APR	41.67% MAY	50.00% JUNE	YTD TOTAL	BDGT THRU JUNE (06/30/25)	(OVER)/UNDER BUDGET	% OF BUDGET
USER CHARGES:												
OPERATION AND MAINT	$2,145,016.00	$178,751.33	$159,163.84	$138,035.37	$199,578.44	$188,118.18	$195,732.50	$173,936.73	$1,054,565.06	$1,072,508.00	$17,942.94	49.16%
EQUIPMENT REPLACEMENT	470,052.00	39,171.00	39,170.97	$39,170.80	$39,171.02	$39,171.00	$39,171.01	$39,170.99	235,025.79	$235,026.00	$0.21	50.00%
BOND REDEMPTION	1,365,480.00	113,790.00	87,391.77	140,187.55	113,789.97	113,789.99	113,789.99	113,789.97	682,739.24	$682,740.00	$0.76	50.00%
DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	0.00%
TOTAL BUDGETED INCOME	$3,980,548.00	$331,712.33	$285,726.58	$317,393.72	$352,539.43	$341,079.17	$348,693.50	$326,897.69	$1,972,330.09	$1,990,274.00	$17,943.91	49.55%
CONTINGENCY FUNDING:												
INTEREST INCOME	$250,000.00	$20,833.33	$20,515.26	$18,649.49	$20,965.05	$20,935.20	$18,861.33	$18,539.80	$118,466.13	$125,000.00	$6,533.87	47.39%
WASTEHAULER INCOME	201,000.00	16,750.00	14,579.69	13,618.02	15,410.87	21,613.32	17,650.36	21,258.22	104,130.48	$100,500.00	($3,630.48)	51.81%
LAB & MISC. INCOME	34,200.00	2,850.00	3,742.00	1,578.74	1,727.00	1,527.00	1,691.00	1,727.00	11,992.74	$17,100.00	$5,107.26	35.07%
TOTAL CONT FUNDING	$485,200.00	$40,433.33	$38,836.95	$33,846.25	$38,102.92	$44,075.52	$38,202.69	$41,525.02	$234,589.35	$242,600.00	$8,010.65	48.35%
BUDGETED SURPLUS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00					
TOTAL BUDGET	$4,465,748.00	$372,145.67	$324,563.53	$351,239.97	$390,642.35	$385,154.69	$386,896.19	$368,422.71	$2,206,919.44	$2,232,874.00	$25,954.56	49.42%
2025 BUDGETED O&M EXPENSE												
WAGES & BENEFITS:												
COMMISSIONERS	$17,018.00	$1,418.17	$1,418.15	$1,222.70	$1,222.70	$1,613.60	$1,418.15	$1,418.15	$8,313.45	$8,509.00	$195.55	48.85%
PLANT PERSONNEL	146,787.00	12,232.25	12,683.52	10,385.60	10,535.61	15,653.42	10,535.62	10,884.97	70,678.74	$73,393.50	$2,714.76	48.15%
EMPLOYEE BENEFITS	83,828.00	6,985.67	5,998.88	6,107.54	6,101.63	6,796.60	6,192.74	6,172.81	37,370.20	$41,914.00	$4,543.80	44.58%
UTILITIES:												
ELECTRIC POWER	733,950.00	61,162.50	53,144.33	49,178.79	52,114.62	59,712.21	65,838.73	63,525.30	343,513.98	$366,975.00	$23,461.02	46.80%
OTHER UTILITIES	61,100.00	5,091.67	6,000.94	13,511.55	6,672.45	4,159.07	9,517.60	1,233.50	41,095.11	$30,550.00	($10,545.11)	67.26%
CHEMICALS:												
FERRIC CHLORIDE	293,000.00	24,416.67	24,916.82	23,986.19	48,091.82	36,435.17	23,053.98	35,345.98	191,829.96	$146,500.00	($45,329.96)	65.47%
OTHER CHEMICALS	41,360.00	3,446.67	0.00	9,460.00	0.00	0.00	0.00	0.00	9,460.00	$20,680.00	$11,220.00	22.87%
GENERAL OPERATIONS:												
CONTRACT OPERATIONS	750,775.00	62,564.58	61,604.70	61,604.70	61,604.70	61,604.70	61,604.70	61,604.70	369,628.20	$375,387.50	$5,759.30	49.23%
OTHER OPERATING COSTS	42,543.00	3,545.25	2,362.50	5,147.97	2,505.44	2,341.68	2,858.69	2,913.76	18,130.04	$21,271.50	$3,141.46	42.62%
SLUDGE HANDLING:												
SLUDGE DISPOSAL	21,000.00	1,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$10,500.00	$10,500.00	0.00%
OTHER SLUDGE EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	#DIV/0!
PLANT MAINTENANCE:												
PLANT MAINTENANCE/REPAIR	243,250.00	20,270.83	4,091.84	1,837.47	12,483.29	25,114.09	9,147.98	20,266.41	72,941.08	$121,625.00	$48,683.92	29.99%
LABORATORY:												
LAB OPERATIONS	50,155.00	4,179.58	3,687.10	2,691.19	3,023.39	2,847.86	2,905.03	2,757.75	17,912.32	$25,077.50	$7,165.18	35.71%
ADMINISTRATIVE/GENERAL:												
INSURANCE/LEGAL	70,380.00	5,865.00	0.00	414.63	4,301.07	0.00	0.00	4,934.00	9,649.70	$35,190.00	$25,540.30	13.71%
ANNUAL AUDITING SERVICES	11,700.00	975.00	0.00	0.00	0.00	0.00	9,847.82	0.00	9,847.82	$5,850.00	($3,997.82)	84.17%
OFFICE,POSTAGE,PHONE, ETC	16,870.00	1,405.83	1,536.02	3,326.58	1,290.42	8,829.20	1,898.79	1,427.88	18,308.89	$8,435.00	($9,873.89)	108.53%
DNR ENVIRONMENTAL FEES	42,300.00	3,525.00	0.00	0.00	0.00	0.00	34,781.59	0.00	34,781.59	$21,150.00	($13,631.59)	82.23%
GENERAL ADMIN. EXPENSE	4,200.00	350.00	250.00	17.74	2,342.28	25.00	179.00	117.74	2,931.76	$2,100.00	($831.76)	69.80%
TOTAL O&M EXPENSES	$2,630,216.00	$219,184.67	$177,694.80	$188,892.65	$212,289.42	$225,132.60	$239,780.42	$212,602.95	$1,256,392.84	$1,315,108.00	$58,715.16	47.77%
CONTINGENCY APPLIED	$235,400.00	$19,616.67	($41,489.87)	($30,292.02)	($6,895.25)	$5,947.93	$20,595.75	($6,581.72)	($1,373,823.16)	$117,700.00	$1,491,523.16	-583.61%

FOX WEST REGIONAL SEWERAGE COMMISSION
BANK STATEMENT
CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF JUNE 2025

CHECKING ACCOUNT			
Beginning Balance			**$417,198.18**
Receipts:			
User Fees Received		$173,936.73	
Vactor-Waste Fees Received		-	
Lab/MISC Fees Received		1,727.00	
Septic Haulers Fees		21,258.22	
Interest Earned @ 0.05% / ANB		16.23	
Transfers from:			
Equipment Replacement		-	
Bond Redemption		-	
Depreciation		-	
Total Receipts:		**$196,938.18**	
Total Available			**$614,136.36**
Disbursements:			
Commissioners Wages (net)		$1,205.67	
Plant Personnel Wages (net)		3,841.63	
Plant Personnel Wages (net)		3,500.75	
Plant Personnel Wages (net)		-	
Gen. Operating Expense		$42,419.56	
Equipment Replacement		-	
Depreciation		-	
Transfers To:			
Misc ledger adjustment		-	
Equipment Replacement	*MAY Inv. - JUN receipts*	39,170.99	
Bond Redemption	*MAY Inv. - JUN receipts*	113,789.97	
Depreciation			
Total Disbursements:		**$203,928.57**	
TOTAL CHECKING - Per General Ledger			**$410,207.79**
	checks outstanding:		$0.00
actual checkbook balance at month-end- Per Bank Statement:			$410,207.79

COMM FIRST CU SAVINGS ACCOUNT		
Beginning Balance	**$7.03**	
Interest Earned @ 0.00% / COM 1st	-	
Total Savings Acct Balance		**$7.03**

EQUIPMENT REPLACEMENT ACCOUNT		
Beginning Balance	**$821,751.64**	
Interest Earned @ 3.00% / ANB	2,018.28	
Transfer from Checking	39,171.01	
Transfer to Checking	$ -	
Total Equip Replacement Acct Balance		**$862,940.93**

FOX WEST REGIONAL SEWERAGE COMMISSION
BANK STATEMENT
CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF JUNE 2025

FUTURE CAPITAL ACCOUNT		
Beginning Balance	**$1,407,668.48**	
Interest Earned @ 4.36% / LGIP	5,043.27	
TOTAL FUTURE CAPITAL		**$1,412,711.75**

BOND REDEMPTION ACCOUNTS		
Beginning Balance - Money Market Account	**$480,580.68**	
Interest Earned @ 3.00% / ANB	1,224.56	
Transfer from Checking	113,789.99	
Transfer to STATE WIS - CWF loan payment	-	
Wire Transfer Fee	-	
Total Bond Redemption MM Acct Balance	**$595,595.23**	
Beginning Balance - LGIP Account	**$854,550.53**	
Interest Earned @ 4.36% / LGIP	$3,061.61	
Deposit	-	
Withdrawal (STATE WIS - CWF loan payment)	-	
Total Bond Redemption LGIP Acct Balance	**$857,612.14**	
TOTAL BOND REDEMPTION		**$1,453,207.37**

DEPRECIATION ACCOUNTS		
Beginning Balance - Money Market Account	**$354,359.51**	
Interest Earned @ 3.00% / ANB	862.11	
Transfer from Checking	-	
Transfer to Checking	-	
Total Depreciation Acct Balance	**$355,221.62**	
Beginning Balance - LGIP Account	**$1,762,269.56**	
Interest Earned @ 4.36%	6,313.71	
Total Depreciation LGIP Acct Balance	**$1,768,583.27**	
TOTAL DEPRECIATION ACCOUNT		**$2,123,804.89**

SUMMARY

ANB CHECKING ACCOUNT	**$410,207.79**
COMM FIRST CU SAVINGS ACCOUNT	**$7.03**
EQUIPMENT REPLACEMENT ACCOUNT	**862,940.93**
FUTURE CAPITAL CD ACCOUNT	**$1,412,711.75**
BOND REDEMPTION ACCOUNTS	**1,453,207.37**
DEPRECIATION ACCOUNTS	**2,123,804.89**
PETTY CASH & WASTEHAULER DEPOSITS	**$1,204.12**
TOTAL FUNDS AVAILABLE	**$6,264,083.88**

Fox West Regional Sewerage Commission
Income Statement with Previous Year Comparison
June 30, 2025

		June 25	June 24	Jan - June 25	Jan - June 24	Y-T-D $ Change
Operations & Maintenance Income						
	Grand Chute	81,763.02	97,598.96	498,200.19	747,439.84	(249,239.65)
	Clayton	3,478.74	4,220.15	21,091.32	26,747.40	(5,656.08)
	Fox Crossing	53,802.60	70,493.08	322,500.32	327,814.21	(5,313.89)
	Greenville	34,892.37	38,696.19	212,773.23	235,368.39	(22,595.16)
	Total Operation/Maint Income	$173,936.73	$211,008.38	$1,054,565.06	$1,337,369.84	($282,804.78)
Operations & Maintenance Expenses						
Wages & Benefits	**Commissioner Pay**	1,418.15	1,418.15	8,313.45	8,508.90	(195.45)
	Employee Pay	10,884.97	10,718.00	70,678.74	114,509.65	(43,830.91)
	Employee Benefits	6,172.81	5,831.34	37,370.20	43,948.90	(6,578.70)
Utilities	**Electricity**	63,525.30	61,183.69	343,513.98	328,610.77	14,903.21
	Natural Gas & Water	1,233.50	400.53	41,095.11	31,678.15	9,416.96
Chemicals	**Ferric Chloride**	35,345.98	20,643.01	191,829.96	169,026.48	22,803.48
	Polymer	0.00	0.00	9,460.00	10,340.00	(880.00)
	Other Chemicals	0.00	0.00	0.00	0.00	-
General Operations	**Contract Operations**	61,604.70	60,135.25	369,628.20	357,755.02	11,873.18
	Rugs, Linens, Uniforms	435.98	409.15	2,880.61	2,858.79	21.82
	Grit & Refuse Hauling	1,619.72	1,743.26	8,729.22	12,453.51	(3,724.29)
	Other Operations	858.06	483.27	6,520.21	3,900.74	2,619.47
Sludge	**Sludge Disposal**	0.00	0.00	0.00	0.00	-
	Other Sludge Exp.	0.00	0.00	0.00	0.00	-
Plant Maint	**Maintenance of Operations**	9,185.20	20,824.64	29,945.49	73,705.39	(43,759.90)
	Other Plant Maintenance	11,081.21	9,826.91	43,688.14	77,204.78	(33,516.64)
Lab	**Lab Operations**	2,757.75	4,966.31	17,912.32	22,938.61	(5,026.29)
Administrative & General Expenses	**Insurance & Legal**	4,934.00	4,353.00	9,649.70	57,668.00	(48,018.30)
	Annual Audit	0.00	0.00	9,847.82	9,660.00	187.82
	Office,Postage,Phone, etc	1,427.88	1,608.93	18,308.89	7,918.41	10,390.48
	DNR Environment Fees	0.00	0.00	34,781.59	34,453.16	328.43
	Other General/Admin	117.74	20.00	2,931.76	2,877.88	53.88
	Total Operating Expenses	$212,602.95	$204,565.44	$1,257,085.39	$1,370,017.14	($112,931.75)
	Gross Income (Loss)	($38,666.22)	$6,442.94	($202,520.33)	($32,647.30)	($169,873.03)
Other Operations Income						
Other Income	**Interest Income**	18,539.80	22,946.67	118,466.13	146,660.01	(28,193.88)
	Waste Hauler Income	21,258.22	16,145.17	104,130.48	95,776.76	8,353.72
	Lab Testing/Vac-Waste/Misc	1,727.00	1,636.00	11,992.74	19,467.64	(7,474.90)
	Other Operations Income	$41,525.02	$40,727.84	$234,589.35	$261,904.41	($27,315.06)
	Operating Fund Income (Loss)	**$2,858.80**	**$47,170.78**	**$32,069.02**	**$229,257.11**	**($197,188.09)**
Replacement, Debt, Depreciation						
Repl.	**Repl. Income from Users**	39,170.99	39,171.13	235,025.79	235,026.01	(0.22)
	Repl. Fund Expenses	25,003.47	3,271.53	314,136.40	129,667.61	184,468.79
Debt	**Debt Service from Users**	113,789.97	87,418.93	682,739.24	524,512.11	158,227.13
	Debt Service Interest	8,839.46	10,907.65	61,309.52	-4,028.88	65,338.40
Depr.	**Depr. Income from Users**	0.00	0.00	0.00	0.00	-
	Depr. Fund Expenses	3,960.00	3,960.00	19,800.00	35,141.00	(15,341.00)
	Income (Loss) for Replacement, Debt, Depreciation	$115,158.03	$108,450.88	$522,519.11	$598,758.39	($76,239.28)
	Reconcilliation Discrepancies / Audit GASB / Plant Depreciation	0.00	0.00	0.00	0.00	0.00
	Net Income (Loss)	**$118,016.83**	**$155,621.66**	**$554,588.13**	**$828,015.50**	**($273,427.37)**

Fox West Regional Sewerage Commission

Balance Sheet Summary with Previous Year Comparison

As of June 30, 2025

	June 30, 25	June 30, 24	$ Change	% Change
ASSETS				
Current Assets				
Cash & Investments				
Checking-American Nat'l	410,207.79	569,536.06	-159,328.27	-27.98%
Cash-Wastehauler's Deposits	1,009.12	1,009.01	0.11	0.01%
Petty Cash	195.00	195.00	0.00	0.0%
Savings-Comm 1st	7.03	7.03	0.00	0.0%
Bond Redemption - Money Market & CD's	1,453,207.37	1,290,144.11	163,063.26	12.64%
Equipment Replacement - Money Market & CD's	862,940.93	829,780.56	33,160.37	4.0%
Depreciation Fund - Money Market & CD's	2,123,804.89	1,908,219.83	215,585.06	11.3%
Future Capital (CD)	1,412,731.75	1,349,286.03	63,445.72	4.7%
Total Cash & Investments	6,264,103.88	5,948,177.63	315,926.25	5.31%
Other Current Assets				
Accounts Receivable	350,847.91	360,391.61	-9,543.70	-2.65%
Undeposited Funds	0.00	0.00	0.00	0.0%
Inventory Mat'l & Supplies	12,521.00	12,521.00	0.00	0.0%
WRS Pension - Assets & Deferred Outflows	142,770.00	231,202.00	-88,432.00	-38.25%
Total Other Current Assets	506,138.91	604,114.61	-97,975.70	-16.22%
Total Current Assets	6,770,242.79	6,552,292.24	217,950.55	3.33%
Fixed Assets				
Land/Easements/Land Improvements	590,977.48	590,977.48	0.00	-32.96%
Interceptor Mains & Access	1,648,042.84	1,648,042.84	0.00	0.0%
Structures, Equipment & Improvements	45,469,504.63	45,392,903.85	76,600.78	0.15%
Accumulated Depreciation	-28,725,736.20	-26,893,434.80	-1,832,301.40	7.45%
2599 · Construction in Progress-Misc.	60,390.00	0.00	60,390.00	100.0%
Total Fixed Assets	19,043,178.75	20,738,489.37	-1,695,310.62	-8.18%
TOTAL ASSETS	**25,813,421.54**	**27,290,781.61**	**-1,477,360.07**	**-5.41%**
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	112,461.66	125,568.14	-13,106.48	95.42%
Payroll Liabilities	35,538.95	44,428.61	-8,889.66	-20.72%
Pension Liability	99,537.00	185,861.00	-86,324.00	-46.45%
Customer Deposits	1,011.42	1,011.42	0.00	0%
Accrued Interest Expense & Other Liab	83,004.09	21,672.55	61,331.54	-15.59%
Total Current Liabilities	331,553.12	378,541.72	-46,988.60	-12.41%
Long Term Liabilities				
CWF-2009 Upgrade	3,910,323.35	4,828,455.82	-918,132.47	-19.02%
Total Long Term Liabilities	3,910,323.35	4,828,455.82	-918,132.47	-19.02%
Total Liabilities	4,241,876.47	5,206,997.54	-965,121.07	-15.36%
Equity				
Contributions in Aid-Grants/Agencies	4,951,269.00	4,951,269.00	0.00	0.00%
Contributions in Aid-Communities	695,930.55	695,930.55	0.00	0.00%
Contributions in Aid-Others	147,494.00	147,494.00	0.00	0.00%
Accum Amort of Contributed Capital	-3,933,248.32	-3,933,248.32	0.00	0.00%
Retained Earnings-Unappropriated	19,009,574.71	19,248,386.34	-238,811.63	-1.24%
Restricted Net Position-Pension	145,937.00	145,937.00	0.00	0.00%
Net Income	554,588.13	828,015.50	-273,427.37	-33.02%
Total Equity	21,571,545.07	22,083,784.07	-512,239.00	-2.32%
TOTAL LIABILITIES & EQUITY	**25,813,421.54**	**27,290,781.61**	**-1,477,360.07**	**-8.35%**

FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

Monthly
Operational Summary

July, 2025

PLANT OPERATIONS

1. **FINAL CLARIFIER CLEANING** – Fox West staff is continuing to hose the final clarifier weirs. This cleaning is done periodically to remove algae which grows on all the clarifier surfaces that are in contact with the wastewater. We have two clarifiers that still need to be drained.

2. **BIOSOLIDS PFAS TESTING** – We collected a bio-solids sample on 6/24/25 to be analyzed by Pace Analytical for PFAS/PFOA. The combined PFAS/PFOA result was 23.5 ug/kg which is slightly above the 20.0 ug/kg threshold that DNR has identified in their guidance document for normal land application. While there is currently no limit on PFAS/PFOS for bio-solids, the DNR recommends that bio-solids with levels between 20.0 ug/kg and 50.0 ug/kg can still be land applied, but the land owner and applicator should be notified of the results prior to application. The DNR has developed a template letter which was sent to Steinacker Farms informing them of the testing results. Steinacker Farms has indicated to me that they are still currently willing to continue with the application process. Fox West will be performing additional sampling and testing to confirm the results from the 6/24/25 sampling.

3. **STORM SERWER JETTING** – Speedy Clean was onsite on 7/2/25 to clean a section of storm sewer onsite that had sludge and debris in it.

4. **FINE SCREEN INFORMATION** – Chad Olsen with McMahon was onsite along with representatives from Crane Engineering in order to inspect the channel area where the new fine screens will be placed.

5. **OPEN RECORDS REQUEST** – A resident made an open records request for flow data from Grand Chute and Greenville over the course of the past three years. I had them fill out and submit a copy of our formal request document and the information was provided to them.

6. **HVAC PREVENTATIVE MAINTENANCE** – Johnson Controls was onsite to perform their routine maintenance on the HVAC equipment throughout the plant. They found that the motor for the fan on MAU #3 will need to be replaced. The quote they provided ($3,340.40) also included replacing the motor sheave on the service building air handling unit, replacing a capacitor on the service building condenser unit, and replacing the actuator on the air south air damper in the blower room.

7. **PHOSPHATE ANALYZER** – A technician with Hach was onsite to perform the 3rd quarter routine maintenance as part of our annual service agreement.

PRETREATMENT

1. **GREAT NORTHERN CORP** – Great Northern had a pH violation for their discharge on 5/14 and 5/15. They were issued a notice of non-compliance (NON), and they are required to submit to Fox West an explanation for the exceedances, as well as a corrective action plan to prevent future occurrences. Great Northern has contacted us to discuss our findings and they are investigating the matter with their chemical vendor.

2. **PRETREATMENT AUDIT** – Fox West has finally received from the DNR the audit summary report from their pretreatment program inspection which was performed in September of 2022. Fox West has responded to the audit report and we are waiting for any comments from the DNR.

EQUIP OPERATIONS

1. **GRIT PUMP #2** – The Fox West Commission approved the purchase of a new pump for $21,255.00 on 4/25/25. The new pump has been installed and the discharge piping work has been completed. The pump was brought online and is functioning properly.

2. **FINE SCREENS** – #3 fine screen failed to run on 7/10/25. One of the ribs on the basket had broken and it was wedged into the rake arm. While we were waiting for this screen to be repaired, fine screen #2 failed during a rain event on 7/17/25. During the rain event we saw flows of 18 MGD passing through the one remaining screen which is rated for 10 MGD. Crane Engineering was onsite on 7/18/25 to troubleshoot the problems. They were able to remove the broken rib on screen #3 and return it to service. They found that the taper lock bushing on the gear drive for screen #2 has failed and a new part was ordered. Crane was onsite to install the new bushing on 7/29/25, but they found additional problems during the installation and they needed to remove the gear box and bring it to their shop for inspection. I am waiting to hear from them on their findings.

3. **FINAL CLARIFIER PLUG VALVES** – The 6" plug valves that are used to drain final clarifiers #1 and #2 both turn extremely hard and required an extension bar to open them. Both valves needed to be replaced while the tanks were empty. Crane Engineering supplied the valves and Fox West staff installed them on 7/3/25.

4. **SUBMERSIBLE SLUDGE MIXERS** – The Commission approved the purchase of a spare submersible mixer ($20,241.75) at the April meeting. The mixer has arrived and it has been placed in inventory.

5. **UV DISINFECTION SYSTEM** – Bank 1A rack 17 lost communication on 7/7/25. Fox West staff found that a fuse in the instrumentation panel had blown, however when the fuse was replaced the unit would still not function properly. I will need to contact Trojan to troubleshoot the problem further.

6. **2006 FORD F250** – The 2006 Ford truck was listed with Wisconsin Surplus Auction on 6/25/25. The auction for this item ended on 7/9/25. The final bid was awarded at $9600.00. The check from the auction company has arrived and the truck was picked up by the winning bidder on 7/11/25.

7. **FOAM PUMP #1** – Crane Engineering was onsite on 7/29/25 to install the rotating element with the new double mechanical. They also replaced the expansion joint, and installed a new spool piece and 12" gate valve on the pump discharge. Johnson Controls was onsite to install the new VFD ($15,935.00) for this pump which had failed in April of 2025.

FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com

FWR
WWTP

Date: 7/21/25
Steinacker Farms
Address: W8144 School Road, Hortonville, WI 54944
Subject: Biosolids Application Notification

The Fox West Regional Wastewater Treatment Facility is preparing to apply biosolids on land you own and/or farm. Recently there has been a great deal of information in the news about Per- and polyfluoroalkyl substances (PFAS) in our environment. The intent of this letter is to provide a brief update on what is being done to control these substances in biosolids, our recent biosolids sample results, and where additional information can be obtained.

PFAS are a large group of chemicals used for decades in some industrial, commercial, and domestic settings and are found worldwide. Typical materials or processes that use or contain PFAS include firefighting foam, chrome plating, cookware coatings, waterproofing on clothing and carpet, and even food wrappers. Some PFAS, including Perflurooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA), which is commonly found in biosolids, have been phased out of production in the United States and are no longer approved for use. Even though they have not been used for years, their legacy remains given their strong chemical bonds resistant to degradation in the environment.

Wastewater Treatment Facilities (WWTFs) do not generate PFAS chemicals, though they may receive discharges from certain industrial or commercial sources who have used PFAS. As a result, PFAS may be found in treated wastewater and biosolids. Some of those PFAS are known to travel through water, can linger in the environment, and have the potential to impact the soil, water, and crops. PFAS has been found to build up in the tissue of fish and wildlife. Studies are underway to determine the impact of PFAS on animals, animal products, and crops.

Currently, the United States Environmental Protection Agency is conducting a risk-based assessment of PFAS in biosolids. Until that is completed, the Wisconsin Department of Natural Resources, Water Quality Bureau (which regulates the land application of biosolids) has developed an interim strategy working with WWTFs to implement an approach, focusing on identifying and reducing significant sources of PFAS entering a WWTF and preventing industrially impacted biosolids from being land applied.

Should you have additional questions concerning Wisconsin's strategy to monitor and reduce sources of PFAS in biosolids, please do not hesitate to reach out to Statewide Residuals Coordinator Fred Hegeman via e-mail at Fredrick.Hegeman@wisconsin.gov or Permits Section Chief Wade Strickland via e-mail at Wade.Strickland@wisconsin.gov.

Our most recent PFOS plus PFOA testing result is: **23.5 ug/kg:** Date: 6/24/25

Note, presently DNR's threshold concentration for PFOS plus PFOA in biosolids to be considered industrially impacted is 150 ppb.

Additional biosolids sampling and analyses beyond an initial sampling event may be necessary to accurately identify potential PFAS risk to biosolids as well as determine appropriate disposal options.

5.0 Analytical Results/Action Items/Source Investigation

The following target thresholds are provided to assist WWTF operators through the decision-making process. Collecting PFAS biosolids samples and determining associated concentrations sooner than later will assist with these types of decisions. Note, these target thresholds are approximate values to be used by the department in conjunction with site-specific knowledge of the characteristics of the biosolids, the proposed disposal option, the characteristics of any proposed land application site (e.g., soil type, depth to groundwater, proximity to sensitive receptors like drinking water wells or surface water, etc.), type of method and equipment used for land application, etc.

Two primary thresholds were selected in developing this interim strategy:

Industrial Impacted Biosolids: From a dataset of municipal biosolids from Michigan WWTFs, data demonstrated that biosolids greater than 150 ug/kg of PFOS were highly impacted by industrial contributions of PFAS.

Considering Nitrogen Application Calculations. When calculating nitrogen application rates and comparing potential PFOS concentrations to a variety of soils, it appears that a lower threshold of 50 ug/kg is appropriate at this time. This interim lower threshold will minimize disruptions to biosolids for beneficial reuse until PFAS source reduction measures are further implemented.

The following details the department's approach when PFOS and PFOA impacts are identified in biosolids at certain levels. Again, implementation of this approach shall also be in conformance with the requirements of NR 204, Wis. Adm. Code.

Sum of PFOA and PFOS concentrations values generally at or above 150 µg/kg

- Biosolids generally exceeding a 150 µg/kg PFOA/PFOS combined value are industrially-impacted. As a result, the department may not approve new or transfer land application sites when the biosolids concentrations are above 150 µg/kg PFOA/PFOS. Future permits may include language prohibiting the authorization of the land application of biosolids with PFAS concentrations above 150 µg/kg.
- Immediately notify DNR Staff.
- Sample effluent and investigate potential PFAS sources to develop a source reduction program, if the WWTF operators have not already done so.
- Arrange alternative treatment or disposal of biosolids besides land application.

Sum of PFOA and PFOS concentration values generally above 50 µg/kg but below 150 µg/kg

- Immediately notify DNR Staff.
- Sample effluent and investigate potential PFAS sources to develop a source reduction program, if the WWTF operators have not already done so.
- To reduce overall loading to a land application site, reduce land application rates to no more than 1.5 dry tons per acre (or submit to the department for an approval of an alternative risk mitigation strategy in an updated sludge management plan prior to land application).

- Prior to initial land application at a site, provide the PFAS analytical results to the landowner/ farmer (if different) along with DNR contact information and additional information related to PFAS work in Wisconsin. See template letter at the end of this document.
- If land applied, track the cumulative application rates on each land application site and report to the department.
- WWTF operators may decide it appropriate to arrange for alternative treatment or disposal of solids.

Sum of PFOA/PFOS concentration values generally below 50 µg/kg

- If over a median concentration of 20 µg/kg but below 50 µg/kg, implement PFAS source investigation and reduction efforts as well as effluent sampling. The 20 µg/kg median value is based on Michigan biosolids data collected from the sludge of approximately 40 municipal WWTF.
- Prior to initial land application at a site, provide the PFAS analytical results to the landowner/ farmer (if different) along with DNR contact information and additional information sources related to PFAS work in Wisconsin. See template letter at the end of this document.
- Track application rates on each land application site.
- If below 20 µg/kg, land apply per normal approach consistent with NR 204, Wis. Adm. Code.

Additional municipal biosolids actions and activities including addressing other PFAS analytes, sampling requirements, limits and notifications may be appropriate as new information becomes available.

6.0 Identifying Potential Sources of PFAS Impacting Biosolids

Because there are potentially many sources of PFAS within biosolids, source identification is necessary to ensure biosolids are protected from industrial and commercial contamination. Common industrial sources of PFAS include: metal finishers, landfills (leachate), paper manufacturing, mixed manufacturing, paint manufacturing, leather tannery facilities, commercial industrial laundries, chemical manufacturers, centralized waste treaters, and a variety of miscellaneous sources. Aqueous film forming foam (AFFF) used as fire-fighting foam can also have lingering impacts as a source of PFAS as residuals within sewers or from infiltration into the sewer collection system.

For small WWTFs, small commercial operations including operations that appear innocuous, such as floor mat cleaning, commercial laundries and truck washes, may be PFAS sources and identified as potentially impacting PFAS concentrations in biosolids.

The department is eager to partner with any WWTF operators wanting to establish a PFAS source identification and reduction program and stands ready to assist if requested.

7.0 Next Steps

In addition to implementing the measures discussed within this Interim Strategy for the land application of biosolids containing PFAS, DNR has identified the following next steps that will be implemented in the future as we expand implementation of the strategy.

- Continue supporting EPA's effort to conduct a robust risk-based evaluation of PFAS in biosolids.
- Collaborate with Michigan and other states on strategies dealing with PFAS in biosolids.

CRANE ENGINEERING

QUOTE

Headquarters
707 Ford Street, Kimberly, WI 54136
t. 920-733-4425 f. 920-733-0211

Minnesota Office
12265 Nicollet Ave., Burnsville, MN 55337
t. 952-444-1949

Number CESQ107576-01
Date Jul 24, 2025
Expires Aug 7, 2025

Sold To	Ship To	Sales Rep
Fox West Regional SC Brandon Kaufman 1965 W. Butte Des Morts Beach Neenah, WI 54956 **bkaufman@mco-us.com** **Phone** 920-739-7921 **Fax** 920-739-7921	**Fox West Regional SC** Brandon Kaufman 1965 W. Butte Des Morts Beach Neenah, WI 54956 **bkaufman@mco-us.com** **Phone** 920-739-7921 **Fax** 920-739-7921	**Field Service Lead** Craig Koch 920-716-3446 c.koch@craneengineering.net **Service Engineer** Josh Van Ryzin 920-257-0160 j.vanryzin@craneengineering.net

Here is the quote you requested.

Terms	RFQ	Ship Via	FOB	Crane Order#
n15		Best Way	Warehouse	

Line	Qty	Product	Lead Time	Unit Price	Ext. Price
1	1	**AHL-283528-0141** SIDEPLATE APT 52-14		$5,367.65	$5,367.65
2	1	**AHL-283894-0141** IMPELLER, OPEN APT 52-14 Trim = 16.54"		$6,338.24	$6,338.24
3	1	**AHL-E11H399392** O-RING, SIDEPLATE (LARGE)		$32.35	$32.35
4	1	**AHL-E11H479391** O-RING, SIDEPLATE (LARGE)		$20.59	$20.59
5	1	**AHL-E805560D83** CASE GASKET, APT 52/53		$38.24	$38.24
6	1	**AHL-142068-0141** CASING COVER, APT 52		$5,367.65	$5,367.65
7	1	**5611-c28705** John Crane Mechanical Seal Type: 5611 P/N: C28705 Size: 3.375"		$6,407.26	$6,407.26

Total **$23,571.98**

Does not include tax and shipping charges unless stated above.

We reserve the right to adjust quoted pricing due to the current volatility of the materials market. We will make every effort to maintain the quoted price.

Please contact me if I can be of further assistance.

Does not include tax and shipping charges unless stated above.

We reserve the right to adjust quoted pricing due to the current volatility of the materials market.
We will make every effort to maintain the quoted price.

1. **Governing Provisions.** These Terms and Conditions of Sale (the "Agreement") constitute an offer by Crane Engineering Sales, Inc. ("Seller") to provide the Products as set forth on the Contract of Sale attached to this Agreement (the "Products") to Buyer, subject to the terms and conditions set forth below. Buyer may not modify, renounce or waive any term or condition hereof or any of Seller's rights hereunder unless Seller consents in writing. Seller agrees to provide the Products to Buyer only on the terms of this Agreement (except as supplemented and/or modified by the parties Contract of Sale), notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation previously or hereafter received by Seller purporting to modify or replace the terms of this Agreement with any different or additional terms or reciting that provision or delivery of the Products or any other action or inaction by Seller constitutes agreement or consent by Seller to such modification or replacement. SELLER'S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND, NOTWITHSTANDING BUYER'S SUBMISSION OF A PURCHASE ORDER, THE TERMS AND CONDITIONS OF SALE OF THIS AGREEMENT (AND THE DISTRIBUTOR AGREEMENT) SHALL CONTROL.

2. **Purchase Orders and Payment.** All orders must be accompanied by a signed purchase order and must be approved for credit. For orders under $50,000 the terms are net 15 days from the date of invoice, unless agreed to otherwise in writing by both parties prior to order entry. Seller may require full or partial payment or a payment guarantee in advance of shipment whenever, in its opinion, the financial condition of the Buyer so warrants. For orders exceeding $50,000 in sell price, terms of payment will be 40% down with order, 20% payable upon approved drawings, 20% payable upon inspection and approval of assembly prior to shipment (witness test available as an optional charge), 10% payable upon shipment, and 10% payable upon commissioning of equipment not to exceed 90 days from shipment. Note: Equipment will be shipped after receipt of 80% of the value of the order. From time to time Buyer (or its Customers) will be asked to fill out a credit application, which is subject to Seller's Credit Department's approval. Seller reserves the right to change the terms and required method of payment at any time, and to charge Buyer a 1.25% finance charge per month on any past due amounts, or the highest rate applicable by law. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums owed by Buyer to Seller, including without limitation, interest and attorney's fees. Each purchase order that Buyer delivers to Seller for the purchase of Products ("Order") shall set forth the following terms as agreed upon by Seller and Buyer for such Order: the quantity, description and prices of the Products being ordered; the address for delivery of the Products; requested delivery dates; shipping instructions; and the address to which Seller's invoice shall be sent. Any other terms contained in any Order shall be objected to by Seller without need for further notice of objection, shall not be binding upon Seller and shall have no force or effect. Buyer's mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the Order or change order so states. All Orders shall be subject to Seller's acceptance. Seller shall promptly provide notice to Buyer of acceptance or rejection of Buyer's Orders.

3. **Acceptance.** Buyer shall be deemed to have accepted this Agreement on the earliest to occur of the following: (a) Seller's receipt of Buyer's Order, if Seller has previously supplied Buyer with a copy of the terms and conditions of sales set forth in this Agreement, (b) Buyer's payment of any amounts due under this Agreement; (c) Buyer's or its representative's or customer's receipt of the Products; or (d) any other event constituting acceptance under applicable law.

4. **Cancellation or Modification.** Buyer may not cancel or modify any Order except upon terms accepted by Seller in a writing signed by Seller's authorized officer. In the event of such cancellation or modification, Buyer shall compensate Seller for all resulting costs and damages, including, but not limited to, out-of-pocket expenses, lost profit, allocable overhead and all other incidental and consequential damages.

5. **Returns.** No Products may be returned to Seller for refund or credit without Seller's prior written approval and, if permitted, shall be subject to an inspection/restocking charge and/or depreciation fee when applicable, plus the costs of freight, packaging and insurance costs.

6. **Prices.** Buyer shall purchase from Seller the Products at the prices determined by Seller from time to time. Seller may at any time and in its sole discretion change the prices of Products, without notice, and the price at time of shipment applies except when specifically covered by a firm price quotation. Unless otherwise agreed in writing, all prices shall be F.O.B. Shipping Point.

7. **Taxes and Other Costs.** All charges for freight, insurance, any sales, use, excise and other federal, state and local taxes, broker fees, or required by any governmental agency incident to the sale shall be paid by Buyer in addition to the price for the Products unless otherwise agreed upon. Such charges will be added at rates in effect at time of delivery except when forbidden by law to be collected by Seller from Buyer, unless Buyer furnishes Seller an exemption certificate acceptable to taxing authorities.

8. **Delivery.** Delivery dates are approximate. Seller shall not be liable for any loss or damage due to delays in delivery or manufacture, resulting from causes beyond Seller's reasonable control, including, without limitation, an event of Force Majeure (as defined below). Partial deliveries shall be permitted. Title to Products and all risk of loss of or damage to Products shall pass to Buyer when Seller delivers the Products to the F.O.B. shipping point. Seller is not responsible for loss or damage in transit. If shipment is deferred at Buyer's (or its Customer's) request beyond the shipping date specified in the original Order, Seller reserves the right to immediately bill Buyer (or its Customer, as the case may be) for such unshipped portion, and for expenses incurred for storage, it being understood that unshipped material become Buyer's (or its Customer's, as the case may be) property and Seller's liability is that of warehouseman only.

9. **Warranties and Remedy.** Seller warrants that all new Products manufactured by Seller will be free from material defects in workmanship and material for a period of 12 months from date of delivery under normal use and service. The warranty for all components in Seller's Products and all parts and Products not manufactured by Seller is limited to the warranty specified by original manufacturer of such component, part or Product. Buyer must make claims to Seller in writing for shortages in the Products within 10 days following the date of delivery of the Products and for defects in the Products within the Warranty Time Period specified herein and, in either case, within ten days after discovery of such shortage or defect. Buyer's failure to inspect the Products and/or make a claim pursuant to this section for shortages within 10 days following the date of delivery of the Products and for defects within the specified Warranty Time Period and, in either case, within ten days after discovering such shortage or defect shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgment that the Products fully comply with the terms, conditions and specifications of this Agreement.

Seller's obligation under this warranty is limited to repairing or replacing, at Seller's option, any part which upon Seller's examination proves defective. Alternatively, at Seller's option, Seller may grant Buyer a credit toward future purchases in the amount of the net price paid for any Products proved to be defective. All credits are subject to inspection and approval by Seller's authorized representatives. Such warranty satisfaction shall be available only: (a) with respect to shortages, in the 10 days following the date of delivery of the Products; and (b) with respect to defects, within the specified Warranty Time Period; provided, however, Seller is notified in writing within ten days after discovery of alleged shortage or defect and the defect has not been caused by Buyer's or its representative's or customer's misuse, neglect or alteration or by physical environment.

This warranty excludes Products and any parts, failures and damage:

(i) to which repair or replacement becomes necessary due to normal wear and tear;
(ii) which are exhaustible items, including but not limited to such items as filter bags and seals;
(iii) on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without Seller's consent;
(iv) which are not promptly reported to Seller within the warranty period above;
(v) which are modified without Seller's written approval;
(vi) which are due to negligence other than that of Seller;
(vii) which are due to accident, misuse, abuse, overloading, jamming, improper installation (other than installations made by Seller), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter or other environmental factors; or
(viii) which have been damaged otherwise without the fault of Seller.

Seller's obligation or liability under this warranty does not include any transportation or other charges or liability for direct, indirect, special or consequential damages or delay resulting from the improper use or application of the product or the substitution upon it of parts or accessories not approved by Seller or repair by anyone other than a Seller authorized representative. Buyer shall be responsible for all parts and service technician charges relating to work not covered by warranty. Buyer shall pay Seller for such parts and service work not under warranty within 15 days of the date of Seller's invoice. A past due charge of 1.25% per month shall apply to amounts past due.

10. LIMITATION OF LIABILITY. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO SELLER FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY SELLER. SELLER EXTENDS NO WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST DEFECTS, IN PRODUCTS MANUFACTURED BY PARTIES OTHER THAN SELLER.

SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF BUYER, ITS CUSTOMERS OR USERS OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS.

11. DISCLAIMER OF IMPLIED WARRANTIES. SELLER AND BUYER AGREE THAT THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTUCULAR PURPOSE. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty.

12. ASSIGNMENT. BUYER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY THIRD PARTY. SUBJECT TO THE FOREGOING, THIS AGREEMENT SHALL BIND AND INURE TO THE BENEFIT OF SELLER AND BUYER AND THEIR RESPECTIVE PERMITTED SUCCESSORS AND ASSIGNS.

13. Force Majeure. Seller shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by circumstances beyond the reasonable control of Seller, including, but not limited to war (whether declared or not), revolution, national strikes, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil unrest, riots, and breakage or loss during transportation or storage as well as subcontractors' material and part shortages and delivery delays.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Upon termination of this Agreement for any reason, Seller shall have all of the rights and remedies provided by law, including without limitation the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

15. Miscellaneous. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.