



Village Board Meeting
Monday, April 18, 2022
6:30 pm

LOCATION OF MEETING: 96 RUSSELL DRIVE

Agenda

1. Call to Order, Roll Call.
2. Pledge of Allegiance.
3. Staff CPR Certification
4. Public Comments.
5. Old Business:
 - a. Consider and Possible Action on Purchase of new windscreen for Kircher Park.
 - b. Discussion and Possible Action on Planned Maintenance Agreement with Total Energy Systems, LLC for Generator.
 - c. Discussion and Possible Action on Professional Service Agreement with Hydra Corp for Cross Connection Control Program.
 - d. Discussion on IT quotes
6. New Business:
 - a. Discussion and Possible Action on reimbursement of a mailbox for 120 Wind Sail Ct.
 - b. Discussion and Possible Action on a utility bill reduction for 233 Christine's Way – broken meter.
 - c. Discussion and Possible Action on the recommendation of the Lake, Parks, & Recreation Committee to name the 1st St & Carroll St property the "Jacoby Memorial Park" where a bench and a tree will be placed.
 - d. Discussion and Possible Action on Request from Krier Foods Inc to Release Utility Easements located at 520 Wolf Rd – Doc#351201
 - e. Discussion and Possible Action on the village UPKEEP program.
 - f. Discussion and Possible Action on the Summer DPW Help wages.
 - g. Discussion and Possible Action on the Village Staff Help wages.
7. Consent Agenda – items within the consent agenda can be considered individually if the Village Board chooses to do so:
 - a. Operator License Applications: Ayden Kaufert, Zoe V Neal, Shelby Stadelmayer.
8. Staff and committee reports:
 - a. Clerk/Treasurer
 - b. Public Works
 - c. Committees
 - d. President
9. Adjourn.

Items on the Agenda may be taken out of order as listed. Posted to all village posting boards on April 15, 2022.

WI Open Meeting Law (Wis. Stat. 19.83(2) and 19.84(2)) In general, the open meetings law grants citizens the right to attend and observe open session meetings of governmental bodies but does not require a governmental body to allow members of the public to speak or actively participate in the body's meeting. A governmental body is free to determine for itself whether and to what extent it will allow citizen participation at its meetings.



5a

Sales Quotation

Page 1 of 1

3441 S. 11th Ave.
 PO Box 407
 Eldridge, IA 52748
 USA

Sales Quote No.: 49116
Sales Quote Date: 03/31/2022
Customer No.: C109218
Customer PO: Replace Privacy Screen

BILL TO
Village of Random Lake 96 Russel Dr Random Lake, WI 53075 US

SHIP TO
Village of Random Lake 96 Russel Dr Random Lake, WI 53075 US Attn: Mike

Thank you for your order. If you need further assistance please contact:

Representative: Kaitlyn Harrison
Phone: 1-800-553-8907
Fax: 1-800-443-8907
E-mail: cservice@douglas-sports.com

Cust Contact: Mike
Cust Phone: 414-581-2197
Cust Fax:
Cust E-mail: msanfelippo@randomlakewi.com

Valid Through: 04/30/2022
Ship Via: Best Add
FOB.: Factory
Terms: Credit Card

Please remit payment to:
P.O. Box 407
Eldridge, IA 52748

Item Code	Description	Quantity	UOM	Unit Price	Total
26932G	Privacy Screen 92" X 50' Finished Panel Green w/Perimeter Hem & Grommets	1.00	EA	\$119.00	\$119.00

Remarks

Subtotal	119.00
Shipping	130.80
Total Order Value	249.80



Total Energy Systems, LLC

Village of Random Lake
Tyler Siegel
P.O. Box 344
96 Russell Drive
Random Lake, WI 53075
920-980-0598
tyler.siegel@randomlakewi.com

Planned Maintenance Agreement

Estimate Number: 1131-A-022

Estimate Date: April 1, 2022

Total Energy Systems, LLC is pleased to submit the following generator maintenance program. We understand that our customers have different maintenance needs. With that in mind we have developed a few basic maintenance plans which can be altered to fit your requirements.

- **Annual Service:** We will visit the site one time per year. During the visit we will replace all applicable oil and fuel filters, **complete fluid analysis**, and complete a three page maintenance checklist which includes visual inspections, functional testing, and securing connections on the generator and transfer switch.
- **Semi Annual Service:** We will visit the site two times per year. Each time we will complete the maintenance checklist described in the Annual Service. On one of the visits we will replace the engine oil and filters along with replacing the fuel filters when applicable.
- **Quarterly Service:** We will visit the site every ninety days. Each time we will complete the maintenance checklist. On one of the four visits we will replace the engine oil and filters along with the fuel filters where applicable.
- **Custom Service:** Total Energy Systems has the ability to work with all of our customers to fit there needs. We can visit sites annually, semi-annually, quarterly, monthly etc. With the ability to adapt we can meet your service requirements.
- **Load Bank Testing:** Load banking is the only true way to exercise the entire generator. Standard exercising, or starting the unit and running the engine with no load transfer, exercises only the engine. JCAHO and NFPA 110 mandates load bank testing (specific conditions apply). The load bank testing excludes travel charges and will be completed during a scheduled Planned Maintenance visit.
- **Fluid Sampling with PM Adder:** Fuel, oil and coolant fluid sample analysis is a best practice within the generator service industry and will likely detect any potential internal system issues that are unable to be caught on a visual inspection. Sample analysis reports are sent directly to the customer from our lab.

#	Model	Serial Number	Location
1	GGHG	C170167127	Lake Drive Pump House 100 Lake Dr Random Lake, WI 53075
2	17.5KW Libby	848-2GF	E Shore Dr Lift station 95 E Shore Dr Random Lake, WI 53075
3	GGHH	L090078943	North St Pump House 701 North St Random Lake, WI 53075
4	260ROZ	053972	Waste Water Treatment Plant 691 Wolf Rd Random Lake, WI 53075

Lake Drive Pump House	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	\$435.00	\$435.00	\$435.00	\$477.00	\$477.00
Semi-Annual Maintenance	\$691.00	\$691.00	\$691.00	\$757.00	\$757.00
Two Hour Load Bank	\$557.00	\$557.00	\$557.00	\$610.00	\$610.00
Four Hour Load Bank	\$783.00	\$783.00	\$783.00	\$857.00	\$857.00
Fluid Sampling Adder w/ PM	\$65.00	\$65.00	\$65.00	\$85.00	\$85.00

E Shore Dr Lift station	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	\$410.00	\$410.00	\$410.00	\$450.00	\$450.00
Semi-Annual Maintenance	\$666.00	\$666.00	\$666.00	\$729.00	\$729.00
Two Hour Load Bank	\$557.00	\$557.00	\$557.00	\$610.00	\$610.00
Four Hour Load Bank	\$783.00	\$783.00	\$783.00	\$857.00	\$857.00
Fluid Sampling Adder w/ PM	\$65.00	\$65.00	\$65.00	\$85.00	\$85.00

North St Pump House	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	\$435.00	\$435.00	\$435.00	\$477.00	\$477.00
Semi-Annual Maintenance	\$691.00	\$691.00	\$691.00	\$757.00	\$757.00
Two Hour Load Bank	\$557.00	\$557.00	\$557.00	\$610.00	\$610.00
Four Hour Load Bank	\$783.00	\$783.00	\$783.00	\$857.00	\$857.00
Fluid Sampling Adder w/ PM	\$65.00	\$65.00	\$65.00	\$85.00	\$85.00

WWTP	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	\$864.00	\$864.00	\$864.00	\$945.00	\$945.00
Semi-Annual Maintenance	\$1,119.00	\$1,119.00	\$1,119.00	\$1,224.00	\$1,224.00
Two Hour Load Bank	\$721.00	\$721.00	\$721.00	\$789.00	\$789.00
Four Hour Load Bank	\$948.00	\$948.00	\$948.00	\$1,038.00	\$1,038.00
Fluid Sampling Adder w/ PM	\$185.00	\$185.00	\$185.00	\$215.00	\$215.00

Terms and Conditions:

Prices are FOB Milwaukee, WI our dock. Payment terms are Net 30 days (subject to credit approval). Quotation is valid for 60 days. Prices do not include any applicable sales or use taxes.

Spencer VerVelde

www.totalenergysystems.com

THREE UNIQUES:
**SINGULARLY FOCUSED,
 HISTORY/TENURE & CUSTOMIZATION**



Total Energy Systems, LLC

2211 American Blvd.
DePere, WI 54115

8525 N. 87th St.
Milwaukee, WI 54115

4324 Airline Dr. SE
Grand Rapids, MI 49512

9330 James Avenue S
Bloomington, MN 55431

29905 Anthony Dr.
Wixom, MI 48393

Phone: 888-548-1400

Email: service@totalenergysystems.com

PLANNED MAINTENANCE AGREEMENT

This planned maintenance agreement is entered into by **TOTAL ENERGY SYSTEMS** of Green Bay / Milwaukee, Wisconsin and the Generator Set owner named below for the purpose of maintaining the standby generator set(s) and associated equipment listed below, and to minimize the necessity of emergency attention, thus assuring efficient upkeep practices by trained technical personnel at a minimum cost.

After each planned maintenance inspection, a checklist will be submitted to the owner, advising that the work has been performed and indicating what additional parts and labor are required, if any. For this purpose, any parts and/or labor required not specifically included on the attached checklist, will be charged to the generator set owner at regular rates then in effect.

It is understood that this agreement does not include any parts, labor, or travel expenses to repair damage caused by abuse, neglect, accident, theft, acts of a third person, forces of nature, or altering the equipment. This agreement does not include any major engine failure or generator overhaul. This will be negotiated under a separate purchase order. **TOTAL ENERGY SYSTEMS** shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable without the consent of **TOTAL ENERGY SYSTEMS** and will remain in force until cancelled by either party through written notice to the other.

TOTAL ENERGY SYSTEMS shall have no responsibility to the owner for special consequential damages, including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

Please indicate the service(s) you would like Total Energy Systems, LLC to perform:

- | | |
|--|---|
| <input type="checkbox"/> Annual Maintenance | <input type="checkbox"/> Two Hour Load Bank Test |
| <input type="checkbox"/> Semi Annual Maintenance | <input type="checkbox"/> Four Hour Load Bank Test |
| <input type="checkbox"/> Quarterly Maintenance | <input type="checkbox"/> NFPA 110 2 1/2 Hour Load Bank Test |
| <input type="checkbox"/> Generator Monitoring | <input type="checkbox"/> Temporary Power during Maintenance |
| <input type="checkbox"/> Fuel Polishing | <input type="checkbox"/> ATS Maintenance |
| <input type="checkbox"/> Thermal Imaging | <input type="checkbox"/> Battery Replacement W/ PM Every 3 rd Year |

Please indicate the month you would like the Maintenance work completed: _____

Please indicate the length of the agreement you would like: _____ Year(s) or T&M (Market Price)

IT IS MUTUALLY UNDERSTOOD THAT THIS PROPOSAL SETS FORTH OUR ENTIRE AGREEMENT

Customer pre-authorizes Total Energy Systems to perform additional service work on each visit (if required) as long as said work does not exceed \$_____. (use 0.00 if not authorizing) Authorized initials:_____. If additional work will exceed the maximum as stated, an estimate for additional work will be generated and should be forwarded to: (Name, Address, Email)

Customer:

Purchase Order:

Signature: _____ DATE: ___/___/___

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this January 1st 2022 by and between the Village of Random Lake organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

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

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

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

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

ARTICLE I. Purpose

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

ARTICLE II. Scope of Services

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

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

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



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

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

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

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

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

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

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

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

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

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



- 2.7 VACUUM BREAKERS.** Utility will provide up to six (6) ASSE approved hose bill vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform (12) total Initial inspections and up to (14) total inspections over a (2) two year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 12 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

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

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

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on January 1st 2022 and end two (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of the original term (or renewal term), unless either party provides written notice of termination not less than sixty (60) days prior to the expiration of the initial term (or any such renewal term), this Agreement shall automatically renew for a one (1) year term Any increases in pricing for each of the renewal terms will be equal to the Consumer Price Index as measured in the Detroit-Warren-Dearborn area at the time of renewal or 4%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$128.00 per month, \$1,536.00 annually for a two (2) year contract period totaling \$3,072.00.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date.



Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

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

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with



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

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



be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

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

If to Utility:

Village of Random Lake
96 Russell Drive
Random Lake, WI 53075

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

SIGNATURES

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

Village of Random Lake

By:
Title:

HydroCorp



By: Craig Wolf
Its: Regional Sales Representative



Appendix

Specific Qualifications & Experience

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

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



4/13/2022

Mr. Michael San Felippo
Village President - Village of Random Lake
96 Russell Drive
PO Box 344
Random Lake, WI 53075

Dear Mr. San Felippo,

Kapur reviewed the easements related to Krier Foods, Inc's property. A Kapur memo dated March 31, 2022 found that three of four easements could be released. Upon further investigation, it has been determined the fourth easement can be released. Attached is Exhibit A; A copy of the SEH, Inc Plat of Survey and highlighted by Kapur. Kapur spoke with Village of Random Lake staff and Krier Foods, Inc. staff to confirm the description below.

Sewer & Water Easement (Document #351201): A sanitary sewer easement from the northwest corner of the building to Krier Lane (Shown in orange in Exhibit A) is shown on the Plat of Survey performed by SEH, Inc, dated November 15, 2020, and described in Document #351201. The sanitary sewer was abandoned many years ago. This easement can be released.

Thank you,



Aaron Groh, PE
Associate/Milwaukee Municipal Manager

Cc: Ms Madonna Ravet
O'Neil, Cannon, Hollman, DeJong & Laing S.C.
111 E. Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202

Enclosed: Exhibit A: Kapur marked up copy of the 2020 Plat of Survey



Document Number

**TERMINATION AND FULL RELEASE
OF EASEMENT
Title of Document**

This Termination and Full Release of Easement ("Termination") is made and executed this ___ day of April, 2022, by the VILLAGE OF RANDOM LAKE, a Wisconsin municipal corporation (the "Village"), whose address is 96 Russell Drive, Random Lake, Wisconsin.

RECITALS

A. The Village currently has an easement interest over land located in the Village of Random Lake, Sheboygan County, Wisconsin, pursuant to that certain Easement granted by Krier Preserving Compay, a Wisconsin corporation, dated the 21st day of May, 1937, and recorded in the Office of the Register of Deeds in and for Sheboygan County, on the 4th day of June, 1937, in Volume "P", Pages 458-460 inclusive, as Document No. 351201, a copy of which is attached hereto as Exhibit A (the "Easement").

B. The utilities that are the subject of the Easement have been relocated and the Village no longer utilizes the Easement.

NOW THEREFORE,

1. The undersigned does by the recording hereof, release, terminate, waive and vacate the Easement identified above.

2. The undersigned hereby confirms that the land previously encumbered by the Easement shall, upon the recording of this instrument, be free from the benefits and provisions of the Easement.

Recording Area

Name and Return Address

**O'Neil, Cannon, Hollman, DeJong & Laing S.C.
Attn: Nicholas G. Chmurski, Esq.
111 E. Wisconsin Ave, Suite 1400
Milwaukee, WI 53202**

59176741470, 59176744791 and 59176741530
Parcel Identification Number (PIN)

VILLAGE OF RANDOM LAKE,
a municipal corporation

By: _____
Michael San Felippo, President

By: _____
Stephanic Waala, Clerk/Treasurer

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this ___ day of April, 2022, Michael San Felippo, President of the above named corporation, VILLAGE OF RANDOM LAKE, a municipal corporation, known to me to be the person who executed the foregoing instrument and to me known to be such President of said corporation, and acknowledged that he executed the forgoing instrument as such President, as the deed of said corporation, by its authority.

Notary Public, State of Wisconsin
Print Name: _____
My Commission expires: _____

Drafted by:
Nicholas G. Chmurski, Esq., O'Neil, Cannon, Hollman, DeJong & Laing S.C.

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this ___ day of April, 2022, Stephanie Waala, Clerk/Treasurer of the above named corporation, VILLAGE OF RANDOM LAKE, a municipal corporation, known to me to be the person who executed the foregoing instrument and to me known to be such President of said corporation, and acknowledged that he executed the forgoing instrument as such President, as the deed of said corporation, by its authority.

Notary Public, State of Wisconsin
Print Name: _____
My Commission expires: _____

EXHIBIT A

VOL. P. Page 458

35120/
EASEMENT

THIS INDENTURE made this 2nd day of May, 1937, by and between the Krier Preserving Company, a corporation, located at Random Lake, Wisconsin, party of the first part, and the Village of Random Lake, Sheboygan County, Wisconsin, a municipal corporation, party of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the sum of \$1.00 to it in hand paid, the receipt whereof is hereby acknowledged, does hereby give, grant, and convey unto the said party of the second part, the right to lay, construct, build, operate, repair and maintain sewer and/or water lines together with fittings across and through lands owned by the said party of the first part, along and over the following described courses, as hereafter specified, to-wit:

A sewer along a parcel of land 10 feet in width, the center line of which parcel of land is described as follows: All that part of the Northeast quarter of the Northeast quarter of section 34, Town 13 North, Range 21 East and Lot 17, 18 and 19, Block No. 2 of Altenhofen Bros. Addition No. 3 in the Village of Random Lake, Sheboygan County, Wisconsin, and described as follows, to-wit:

Beginning at a point on the West line of North Street, 107 feet South of the intersection of the South line of State Trunk Highway 144, with the West line of North Street, running thence Northwesterly to a point on the South line of State Trunk Highway 144, said point being 157 feet West of the intersection of the South line of said highway 144 with the West line of North Street.

Also a sewer along a parcel of land 10 feet in width, the center line of which parcel of land is described as follows: All that part of the Northeast quarter of the Northeast quarter of Section 34, Town 13 North, Range 21 East and Lot 12 of Block No. 1 of Altenhofen Bros. Addition No. 3 in the Village of Random Lake, Sheboygan County, Wisconsin, and described as follows, to-wit:

Beginning at the intersection of the East line of North Street with the center line of Second Avenue continued East, running thence east along the center line of Second Avenue continued East to the West line of Allen Street.

Also a water line along a parcel of land 10 feet in width, the center line of which parcel of land is described as follows: All that part of the Northeast quarter of the Northeast quarter of Section 34, Town 13 North, Range 21 East and Lot 12, Block 1 of Altenhofen Bros. Addition No. 3 in the Village of Random Lake, Sheboygan County, Wisconsin, and described as follows:

Beginning at a point on the East line of North Street, said point being 15 feet South of the center line of Second Avenue continued East, running thence South 88 degrees and 24 minutes East to the West line of Allen Street, said point being 21 feet South of the center line of Second Avenue continued East.

Also an 8 inch cast iron sewer line and a two inch water line along a parcel of land 10 feet in width, the center line of which parcel of land is described as follows: All that part of the Northeast quarter of Section 34, Town 13 North, Range 21 East and Lot 17 Block No. 2 of Altenhofen Bros. Addition No. 3 in the Village of Random Lake, Sheboygan County, Wisconsin, and described as follows, to-wit:

Beginning at a point on the West line of North Street said point being 119 feet South of the South line of State Trunk Highway 144, running thence West parallel with and 119 feet South of the South line of the highway 144, 660 feet to the East line of the Village of Random Lake property which was purchased for the sewage treatment plant.

It is expressly covenanted and agreed by and between the parties hereto that the said party of the second part, by its agents, servants or employees may enter, and shall have the right of ingress to and egress from and over so much of the lands adjoining said above described parcels of land, at any time and at all times as may be necessary for the purpose of constructing and building said sewer and water lines, together with fittings, and shall further have the right of ingress to and egress from and over said adjoining lands at any time and at all times for the purpose of repairing and maintaining said sewer and water lines and fittings, and such right shall be conveyed to contractors who have entered or may enter into a contract with the Village of Random Lake for the purpose of constructing or repairing said sewer and water lines and fittings, it being understood that said sewer and water lines and fittings will be constructed in a good and workmanlike manner, and that they will not interfere with the use of the surface of the ground by the party of the first part, except such inconvenience as may be occasioned by the actual construction, building, operation,

repairing and maintenance of said sewer and water lines and fittings.

This easement shall run with the land and shall bind the party of the first part and its successors and assigns.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed by Mike Krier, its President, and countersigned by Wm. P. Krier, its Secretary, at Random Lake, Wisconsin, and its corporate seal to be hereunto affixed this 21st day of May, A.D., 1937.

In the Presence of:

Henry Hubing
M. O. Clinton

KRIER PRESERVING COMPANY

Mike Krier
President

Countersigned:

Wm. P. Krier
Secretary



STATE OF WISCONSIN
SHERBOYGAN COUNTY

Personally came before me this 21st day of May, A.D., 1937, Mike Krier, President, and Wm. P. Krier, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by



Clair Muel
Notary Public, Sherboyan County, Wis.
My commission expires: Oct 20-1940

351201

EASEMENT

Krier Preserving Company

to

Village of Random Lake.

REGISTERS OFFICE
SHERBOYGAN COUNTY, WISCONSIN
Received for Record the 4th day of June A. D. 1937 at 9 o'clock A. M., and Recorded in Vol. 158 of Registers page 458
Alice M. Adams Register

To be signed by Madeline
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