



Public Works Committee Meeting
Monday, November 13, 2023
4:30 pm

LOCATION OF MEETING: 690 WOLF RD

Minutes

- 1. Call to order, roll call:** Chairman Ruege called the meeting to order at 4:32 pm. Members present included Barbara Ruege and Keri Wallenkamp attended virtually. Village staff present included Clerk/Treasurer Stephanie Waala and Director of Public Works Peter Lederer.

Let it be know there was a quorum of the village board as Elizabeth Manian attended at 4:47 pm; Mike San Felippo attended at 4:37 pm; and Duane Urbanski attended at 4:37 pm.

- 2. Discussion and Possible Action on a Recommendation to the Village Board related to Wastewater Treatment Plant repairs.**

Chairman Ruege read a letter from Aldag Honold explaining questions about scaffolding and electric on the proposal for the chemical room exhaust fan.

Clerk Waala informed the board that posting of the contract between \$5,000 - \$25,000 is only required to be done after the quote has been approved, and not before.

Member San Felippo inquired as to why the chemical room fan quote doesn't include a damper but the main fan quote does. Director Lederer informed the board that it is not listed on the quote but verified that it is included, and no additional cost needs to be added to the quote.

Member Wallenkamp made a motion to approve the Aldag Honold quotes and cost to be taken out of the sewer depreciation account, motion was seconded by Member Ruege. Motion carried 2-0.

- 3. Discussion and Possible Action on a Recommendation to the Village Board related to Utility Bill Change Requests Policy**

Chairman Ruege read examples provided by the PSC.

Member San Felippo suggested that if a user has a leak the request must accompany a letter from the plumber. Instances where sewer is not charged should only be if the leak is outside.

Chairman Ruege informed the board they should review more and bring back for another meeting.

- 4. Adjourned at 5:00 pm.**

Items on the Agenda may be taken out of order as listed. Created by Stephanie Waala on 10/25/2023.

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.

August 23, 2023

Peter Lederer
96 Russell Dr
Random Lake, WI 53075

Attn: Peter Lederer
RE: Chemical Room Exhaust Fan

Dear Mr. Lederer:

We offer to furnish all labor, equipment, and material for the scope of the Chemical Room exhaust fan replacement. All pricing is based on the specifications during our site walkthrough.

Our cost is not to exceed: **\$5,030.00**

Our proposal includes:

- Demo existing exhaust fan and associated ductwork
- Furnish and install new Greenheck exhaust fan and associated ductwork
- New wall mounted exhaust grille
- Testing and balancing

Our proposal does not include:

- Overtime or shift premiums
- Scaffolding if required for safety
- Cutting or patching
- Concrete cutting, coring or patching
- Ceiling removal or replacement
- Roofing work
- Electrical work
- Structural engineering or structural work
- Fire stopping

August 23, 2023

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

By submission of its bid, Aldag/Honold Mechanical, Inc. reserves the right to negotiate mutually acceptable contract terms, including review of any applicable prime contract provisions, upon award of the work.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed.

Thank you for the opportunity to submit this proposal. Please contact me with any questions.

Respectfully submitted,

Bailey Meyer



Bailey Meyer

Aldag/Honold Mechanical, Inc.

Assistant Project Engineer

bailey_m@aldaghonold.com

RE: Chemical Room Exhaust Fan

CREATING QUALITY ENVIRONMENTS SINCE 1898

October 23, 2023

Peter Lederer
96 Russell Dr
Random Lake, WI 53075

Attn: Peter Lederer
RE: Main Treatment Room Exhaust Fans

Dear Mr. Lederer:

We offer to furnish all labor, equipment, and material for the scope of the Chemical Room exhaust fan replacement. All pricing is based on the specifications during our site walkthrough.

Our cost is not to exceed: **\$13,303.00**

Our proposal includes:

- Demo existing exhaust fan
- Furnish and install (2) new Greenheck exhaust fans
- Furnish and install gravity backdraft dampers on each exhaust opening
- Testing and balancing

Our proposal does not include:

- Overtime or shift premiums
- Cutting or patching (a general contractor will be required to recut the opening of the second exhaust fan)
- Concrete cutting, coring or patching
- Ceiling removal or replacement
- Roofing work
- Electrical work
- Structural engineering or structural work
- Fire stopping



NEUMANN PLUMBING & HEATING, INC.
 1114 Millersville Avenue
 Howards Grove, WI 53083
 (920) 565-3345
 (920) 565-4181 (fax)
www.neumannplumbing.com

PROPOSAL NUMBER 841

DATE October 13, 2023

FOR Department of Public Works
 96 Russell Drive, P.O. Box 344
 Random Lake, WI 53075

AT Water Treatment Facility
 690 Wolf Road
 Random Lake 53075

PH Peter Lederer 920-980-0598

EM plederer@randomlakewi.com

HVAC Estimate – RVC Room

For the sum of \$12,400.00, twelve thousand four hundred dollars, we propose to provide and install the following:

- Removal and disposal of existing exhaust fan.
- 2-Greenheck CUE-180-VG, 3000cfm, 230volt, single phase exhaust fans and dampers located in existing openings.
- Excludes line voltage wiring.
- Excludes local permit.
- Above price includes all labor and material needed to complete installation.

HVAC Estimate – Chlorine Gas Room

For the sum of \$9,800.00, nine thousand eight hundred dollars, we propose to provide and install the following:

- Removal and disposal of existing exhaust fan, intake damper and rusted through ductwork.
- 1-Greenheck G-140HP-VG, 500cfm, 230volt, single phase exhaust fan, damper and curb adaptor located on roof in same area as present unit.
- All necessary new insulated exhaust ductwork.
- 1-16 x 16 gravity damper for intake ductwork.
- Above price based on reusing existing intake hood.
- Excludes line voltage wiring and controls.
- Excludes local permit.
- Above price includes all labor and material needed to complete installation.

Thank You,
 Rick Eggebeen

Terms of Proposal: Pricing is valid for 28 days. Payment terms are Net 30. A signed proposal received within 30 days will guarantee pricing for 60 days from date of this proposal. Progress payments, if requested, must be paid within these terms or work may be stopped. All signed Change Orders (signed by either the contractor or owner) referencing this proposal shall become a part of the contract made by the acceptance below.

NEUMANN PLB. & HTG. INC., SHALL HAVE THE RIGHT TO WITHDRAW THIS PROPOSAL AT ANY TIME PRIOR TO ACCEPTANCE. IT SHALL ALSO HAVE THE RIGHT TO CANCEL THE REMAINDER OF THIS CONTRACT UPON BUYER'S DEFAULT IN PAYMENT. A PAST DUE ACCOUNT SHALL HAVE A CARRYING CHARGE OF 1.5 PERCENT PER MONTH (18 % PER ANNUM), ON THE DECLINING UNPAID BALANCE UNTIL PAID IN FULL. ANY COLLECTION EXPENSES SHALL BE PAID BY THE DEBTOR. THIS CONTRACT MAY BECOME VOID IF NOT COMPLETED WITHIN SIX MONTHS.

**Acceptance I/we accept the above offer
 & accept the terms set forth herein.**

Signature _____ Date _____

PLEASE SIGN & RETURN ONE COPY



Paul Crandall & Associates, Inc.
Roofing & Sheet Metal Specialists
1645 N. Port Washington Road
Grafton, WI 53024
(262) 375-3505 Fax: (262) 375-2887
www.pcaroofing.net



Peter Lederer
Village of Random Lake - Dept. of Public Works
96 Russel Dr.
Random Lake, WI 53075
Ph: 262-689-2785
plederer@randomlakewi.com

Re: Roof Repair/Replace/Maintenance
690 Wolf Rd
Random Lake, WI

Repair & Maintenance
Of Roof Assembly

1. We will completely reseal field seams and roof flashings as deemed necessary to ensure and extend the overall life expectancy of the existing roof assembly.
2. Furnish and install target patches on 3 east end drain assemblies on upper roof area (approximately 36"x36")

The cost for the above-mentioned work would be **\$2,320.00**.

Replacement of Roof Assembly
West Side Upper Roof Area
(See enclosed map)

1. We will remove and dispose of existing roof membrane along with wet/damaged roof insulation. Total area 30'x100' – 3000 sq ft.
2. Furnish and install 1.5" polyisocyanurate roof insulation which shall be secured to concrete substrate with a Firestone 2-part insulation adhesive per a Factory Mutual I-60 rating. (R-Value R=9.45)
3. Furnish and install a Firestone fully adhered EPDM roof assembly in accordance with manufacturer's specifications.
4. All flashings and terminations shall be performed per Firestone specifications.
5. Remove all job-related debris from premises.

Approved Firestone Red Shield Contractor since 1993

- A five-year labor warranty is provided by **Paul Crandall & Associates, Inc.** against any defects which may occur under normal conditions.
- A twenty-year labor warranty is provided by **Firestone Building Products** against any manufacturing defects which may occur under normal conditions.

PRICE: \$22,700.00

Thank you for the opportunity to present this information. If you have any questions or need additional information, please do not hesitate to contact me at 414-333-1175.

Sincerely,

Paul Crandall

NOFFKE ROOFING CO., LLC

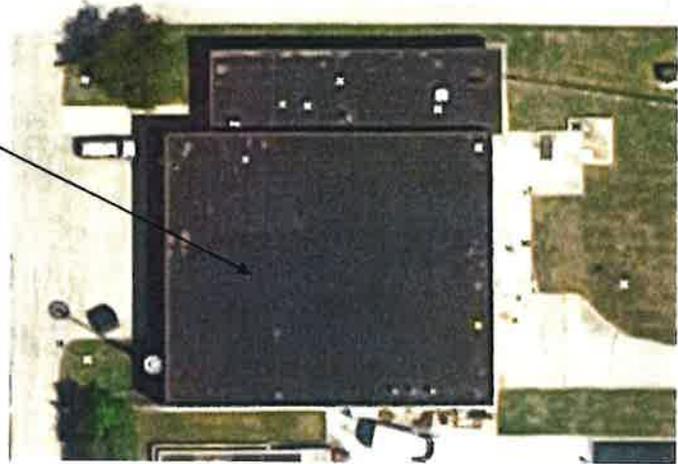
10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

Date: 8/18/23

VILLAGE OF RANDOM LAKE
PO BOX 344
RANDOM LAKE, WI 53075
PETER LEDERER 262-689-2785
PLEDERER@RANDOMLAKEWI.COM

RE: PROPOSAL TO PROVIDE OPTIONS FOR ROOF
REPAIR AND REPLACEMENT ON THE BUILDING
LOCATED AT 690 WOLF ROAD, RANDOM LAKE,
WI, 53075



Dear Village of Random Lake,

In accordance with your request, we have inspected the above-mentioned roof and are pleased to submit our proposal as outlined below:

1. This work will be performed by employees of Noffke Roofing Co., LLC. No subcontractors will be utilized for roofing labor on this project.
2. **Property protection and safety:** Our team and our customer's safety are very important to us on every type of project, no matter how big or small. We will provide the necessary fall protection and safety equipment along with the necessary objects to help keep the property and landscaping protected during the project as best we can. We will make special arrangements upon the customer's request for personal property concerns.
3. **Professional Project Management:** Project superintendent and salesman to assure material order and confirm scope of work; Project review pre-construction meetings held; job order processing; quality control inspections, pre-job, in-process, and post-job customer support.
4. **Proper Insurance:** Noffke Roofing will provide proper insurance certificate and affiliates contact information.
5. We at Noffke Roofing, take great pride in our safety, quality, and production. We will provide you with experienced and knowledgeable roofing labor. In correlation with our first-rate workmanship, we prefer to use industry stated, high-quality materials.
6. Noffke Roofing Co., LLC and its staff has on-going OSHA certified training courses and is in full compliance with the local, state, and federal safety standards. Particular attention is paid to the OSHA fall safety standards (sec. 1926.500 subpart M).
7. We may have a *crane on site* for the removal and lowering of the roofing material.
8. All debris will be cleaned from the roof and premises at the completion of every workday.

NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

GENERAL ANALYSIS

- An approximate 40'x 50' area of membrane has come unadhered and the insulation is excessively buckling.
- Plans for the future of the building are uncertain at this time. We will be providing an option to perform a partial replacement of the roof along with repairs to the remaining roof area, and an option to replace the roof with a new roof assembly.

SCOPE OF WORK (40'X 50' PARTIAL REPLACEMENT AND REPAIRS TO THE REMAINING ROOF):



9. We will remove the existing concrete pavers from the roof and dispose of.
10. We will remove the existing rubber membrane and ISO insulation from the roof and premises.
11. We will carefully remove the existing perimeter edge metal flashing and set-aside for re-installation.
12. We will furnish and install one layer of polyisocyanurate insulation board (ISO) to cover the 40'x50' roof area.
13. At the roof drains, we will create a 8' wide sump to help direct the water to the drains.
14. We will furnish and install one layer of ½" thick gypsum sheathing to cover the 40'x50' roof area. The thickness of the new ISO insulation and gypsum sheathing will match the thickness of the existing roof as close as possible.
15. We will furnish and install 60-mil, black, EPDM rubber roofing material adhered to the new substrate, to cover the entire roof area. **NOTE: Prior to installation, we will allow the membrane to "relax" per manufacturer specifications. This is a recommended practice that will likely add life expectancy to the roof system.**

NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD – MEQUON, WI 53097

262-242-5320 FAX 262-242-6354

16. We will seam all sheets of rubber using a minimum 4" overlap. Laps will be folded back and cleaned with splice wash cleaner (both top and bottom surfaces). Once the area has been properly flashed off, we will apply a seam primer resin and let flash off. After the installation of a 4" wide dual-faced FM approved seaming tape, the top lap will be folded over the seam and sealed per manufacturer's specifications. This is a superior seaming process.
17. Where our new rubber roofing material meets the existing rubber, we will clean the existing rubber, apply a seam primer resin, and then install a 4" wide dual-faced FM approved seaming tape. We will install a 6" cured cover strip to cover the seams to provide additional protection at the tie off. **NOTE: It is crucial to the quality of the repair that the existing rubber literally be scrubbed clean. This is generally not an easy task and a time requiring measure that is needed, but often rushed.**
18. We will re-flash the existing drains. We will remove the existing drain ring and seal the new rubber membrane in-place using butyl "water block" sealant. We will then re-install the drain ring.
19. On the parapet walls, we will furnish and install ¼" OSB secured to the masonry walls. Rubber material will be extended and adhered up and over the parapet walls. We will then re-install the existing metal coping caps, secured to the wood blocking on top of the walls with pole barn screws with rubber grommets.



20. We will furnish and install uncured rubber flashing to seal off all flashing, etc., and further seal with EPDM rubber sealant. **NOTE:** As has been our practice for the last 40-years, we will double-flash all outside corners and hand-flashed penetrations. This will ensure long-term performance in those areas.
21. We will utilize T-joint covers at all 3- way membrane seam intersections, such as field seam to wall flashing transitions, cover strip to pipe boot transitions, and horizontal -vertical seam transitions.
22. We will utilize the manufacturer's pre-formed, cured EPDM pipe boots and collars where applicable, complete with clamps and elastomeric sealant.
23. We will furnish and install the manufacturer's lap sealant at all recommended areas, such as pipe boot flashings, uncured flashings, termination bar, and other applicable detail areas.

NOFFKE ROOFING CO., LLC

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24. We will inspect the existing remaining roof area. We will provide up to (8) additional man-hours to perform maintenance repairs to the remaining roof area. We will clean, prime, then patch any area of concerns with uncured rubber flashings, then further seal with EPDM rubber sealant. This includes encapsulating the existing vent with new rubber where a road sign was installed.



CLOSING NOTES

25. This work is considered a repair, and Noffke Roofing Co., LLC. does not warranty repairs. We are not responsible for the condition of the existing, adjacent roofing materials. We cannot warranty the tie-off due to water migration from the adjacent roof area. Understand that Noffke Roofing Co., LLC will provide you with experienced workmanship that will provide you with a quality repair. We will not be liable for any consequential or subsequent damage to this building, its contents and inhabitants, or components of this roof structure.

TOTAL COST OF JOB...\$38,910.00 - A 10% DOWN PAYMENT IS REQUESTED UPON ACCEPTANCE OF THIS CONTRACT, 40% DUE UPON START OF JOB, AND BALANCE DUE WITHIN 10 DAYS AFTER THE COMPLETION OF JOB. (This price is valid for 15 days from contract date)

Past Due Accounts to bear interest @ 12% per annum.

NOTE: The costs of any necessary permits will be added to the final invoice.

We accept only cash or check for payments

OPTIONS FOR YOUR CONSIDERATION:

26. Option 1: (NEW FULLY ADHERED ROOF ASSEMBLY)

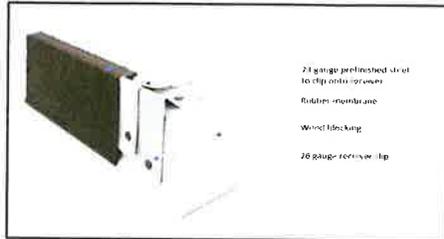
- a. We will remove the existing rubber membrane and ISO insulation from the roof and premises.
- b. We will furnish and install two layers of 2" polyisocyanurate insulation, (R-value of 22.8), to cover the entire roof area. Sandwiched between the two layers, we will furnish and install tapered ISO insulation between the drains to help better direct the water to the drains.
- c. We will furnish and install one layer of ½" thick U.S. Gypsum Securock, fiber-reinforced gypsum sheathing to cover the entire roof, over the new ISO insulation. On the 4' perimeter edge of the roof, the Securock will be mechanically fastened with approved fasteners as per manufacturer's specifications.
- d. We will furnish and install 60-mil, black, EPDM rubber roofing material adhered to the new substrate, to cover the entire roof area.
- e. We will furnish and install a 26 gauge, galvanized, steel, perimeter edge receiver clip, secured to the wood blocking. The rubber roofing material will be adhered and extended up and over the receiver clip. We will furnish and install a 24 gauge, pre-finished, architectural steel sheet metal perimeter edge flashing (color to be chosen from our standard color selection) to clip onto the receiver. This 2-piece metal flashing system

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eliminates membrane penetrating fasteners and the need for caulking. This is a superior perimeter edge detail.



- f. This roof system/job will carry a ten (10) year labor and material warranty against leakage under normal conditions of wear, tear and weather from the completion date of the job and payment received in full. This warranty covers repairs or replacement of defective roofing material and workmanship only. We will not be liable for any consequential or subsequent damage to this building, its contents and inhabitants, or components of this roof structure.

NOTE: We will provide a more detailed scope of work for this option if this option is ultimately selected.

The TOTAL COST for this option will be \$120,000.00-\$125,000.00

If you have any questions, please feel free to contact me at 414-374-2265
Thank you for the opportunity to submit this quotation.

Yours truly,
Noffke Roofing Co., LLC

GARRETT O'MARRAH
GO/lm
RANDOM-LAKE-VILLAGE.DOC



August 14, 2023

Project Name and Location:

Village of Random Lake
690 Wolf Rd
Random Lake, WI 53075

SCOPE OF WORK: FURNISH AND INSTALL PERMASEAL HOT-AIR SEAM WELDED REINFORCED MEMBRANE

- * Pre-job project profile has been submitted to Technical Department for approval of roof details.
- * Pre-job inspection has been completed with Great Lakes Roofing and owner's representatives.
- * Set up required safety equipment at site needed to comply with OSHA construction guidelines (i.e.: approved barricades, safety lines, rubbish chutes, etc.).
- * Great Lakes Roofing Corporation's written HAZZ/COMM Program and SDS sheets will be on job site at all times.
- * Roof top needed equipment and materials to install new, high quality roofing system covered and secured against wind and water damage.
- * Safely remove existing roofing system and dispose of debris for full roof replacement. Safely skim existing roofing system and dispose of debris on permanent repair.
- * Remove wet roofing and insulation then build up to existing height as needed on a time and material basis on permanent repair.
- * Repair possible deck material deterioration on a time and material basis.
- * Disconnection and reconnection of **HVAC Unit / Conduit** is owner's responsibility.
- * Furnish and install **2 layers of Polyisocyanurate** roofing insulation on full replacement of roof and furnish and install

Northeast Wisconsin

1605 Drum Corps Drive
Menasha, WI 54952
Phone 920.996.9550
Fax 920.968.1843

Southeast Wisconsin

W194 N11055 Kleinmann Drive
Germantown, WI 53022
Phone 262.253.9550
Fax 262.253.3664

Central Wisconsin

4740 McFarland Court
McFarland, WI 53558
Phone 608.838.9900
Fax 608.838.9381

Northeast Illinois

26 West Wasdworth Road
Waukegan, IL 60087
Phone 847.731.7200
Fax 847.731.9941

Toll Free 800.871.5151

www.greatlakesroofing.net

Polyisocyanurate to build insulation back to existing height on permanent repair. Secure by adhering.

- * Furnish and install new reinforced roof membrane and adhere. Membrane is U.L. Class A fire rated.
- * Furnish and install corner and boot flashing accessories to ensure quality. Weld to manufacturer's approved details.
- * Flash all units, vents, stacks, and penetrations as needed using approved materials.
- * Completely seal all units, vents, stacks, and penetrations as needed using approved sealant.
- * Flash roof edge according to approved termination detail.
- * Clean up project work area and dispose of our debris safely.
- * Complete all paperwork as needed for issuance of roof warranty.
- * **Twenty (20)** year manufacturer's membrane warranty.
- * **Fifteen (15)** year Great Lakes Roofing Corporation's Labor Warranty.

Investment Total:

Upper Roof Full Replacement: \$149,500.00

Permanent Repair: \$79,500.00

Submitted by: Greg Rosen

ACCEPTANCE:

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer: _____

Signed By: _____

Date: _____

Great Lakes Roofing Corporation reserves the right to withdraw this scope of work.

WE HOLD THESE AWARDS:

WISCONSIN CORPORATE SAFETY AWARD

BETTER BUSINESS BUREAU TORCH AWARD FOR BUSINESS
ETHICS AND INTEGRITY

ROOFING CONTRACTOR MAGAZINE'S COMMERCIAL ROOFING
CONTRACTOR OF THE YEAR

WISCONSIN CORPORATE CITIZENSHIP AWARD

BOND COTE: TOP QUALITY CONTRACTOR AWARD

FUTURE 50 AWARD

GOVERNOR'S AWARD: 1ST "GOVERNOR'S SAFETY
COMMENDATION"

NRCA GOLD CIRCLE AWARD

STEVENS AND BONDCOTE ROOFING SYSTEMS' WISCONSIN
CONTRACTOR OF THE YEAR

NATIONAL RECOGNITION FOR:

OUR LADY OF GOOD HOPE CHURCH

ST. ROBERT BELLARMINE CHURCH

ST. RITA'S CHURCH

Visit us online at: www.greatlakesroofing.net

Thank you for choosing Great Lakes Roofing Corporation (contractor) for your roofing needs. We appreciate the confidence you have placed in us!

Terms and Conditions

Delivery date, when given, shall be deemed approximate and performance shall be subject to delays caused by weather, fires, acts of God and/or other reasons not under the control of the contractor including the availability of materials. The customer agrees to obtain all necessary permits required for the described work.

• Most flat roofs pond water. The contractor cannot and will not, under any circumstances, guarantee that your roof will not pond water.

• Customer acknowledges that it is often difficult or impossible to determine the extent of repairs before work begins. Owner agrees that if additional or different scope of work is required to complete the project, owner shall pay for the additional and/or different work on a time and materials basis.

• Any installation of plumbing, electrical, flooring, decorating or any other construction work that is requested and not specifically set forth herein will be billed & performed on a time & material basis. In the event hidden or unknown contingencies arise, all additional work will be performed and billed on a time & material basis. This includes any items the presence of which cannot be determined until roof work commences.

• Any/all stated "R values" are per insulation manufacturers' specifications

• We (contractor) agree that we will perform this contract in conformity with customary industry practices. The customer agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full.

• Payments are to be made as follows:

1/3 upon approval 1/3 upon start 1/3 upon completion

• In order for any warranty to be effective, Owner must pay all sums owed to contractor under the agreement, including any work performed outside of scope. Upon completion of the project and payment in full, contractor shall provide owner with a copy of the warranty. **EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS OR IN THE WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CONTRACTOR.**

• Indemnification: Customer/Owner shall indemnify, defend and hold harmless contractor, its officers, employees, agents, directors, and representatives, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of customer's gross negligence or intentional misconduct of customer's officers, employees, agents, directors, and/or representatives.

• Contractor's liability on any claim of any kind for any loss, damage, injury, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work. **WITHOUT LIMITING THE GENERAL APPLICABILITY OF THE FOREGOING, CONTRACTOR SHALL IN NO EVENT HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REPUTATION OR LOSS OF GOODWILL, EVEN IF CONTRACTOR HAS BEEN ADVISED IN ADVANCE OF THE SAME.**

• Contractor's liability on any claim of any kind for any loss, damage, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work.

• **AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

• **AS REQUIRED BY THE ILLINOIS MECHANICS LIEN ACT, THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING LABOR, SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY, FORMS OR FORM WORK BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.**

• Delays in payment shall be subject to interest rates of 18% per annum but in no event higher than the interest rate allowed by law. If the contractor is required to engage in the service of a collection agency or attorney, the customer agrees to reimburse contractor for any amounts expended in order to collect the unpaid balance, including without limitation, actual attorney fees and costs.

• Any unresolved controversy or claim arising from this contract shall be settled by arbitration, through the WI Better Business Bureau or any other arbitration the contractor chooses. This agreement sets forth the entire agreement between the parties.

• To the extent a party must pursue remedies in court for claims that are not covered by the agreement to arbitrate, the parties hereby waive their right to seek a jury. The parties also consent to personal jurisdiction and venue in the circuit court in Washington County, WI

• This agreement sets forth the entire agreement between the parties. Any and all prior agreements, warranties or verbal representations made are superseded by this agreement.

• This agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin, regardless of conflicts of law provisions.

• Failure of contractor to enforce any of these terms or conditions or to exercise any right accruing through the default of owner/customer shall not affect contractor's rights in case such default continues or in case of any subsequent default of owner/customer, and such failure shall not constitute a waiver of other or future defaults by owner/customer.

• Owner/customer agrees to the terms as stated above and acknowledges receipt of a copy.



How to Dispute Your Electric Bill

Written by Jennifer Mueller, JD

Last Updated: October 7, 2023

Generally, utility companies are fair and your bill won't come as a shock – but mistakes happen. Your meter might have been read incorrectly, a number was transposed due to a clerical error, or maybe your meter is no longer accurate. If you receive an electric bill that seems wildly exorbitant, you can dispute the excess amount. While the company is reviewing your claim, you typically aren't expected to pay the disputed amount.

Method
1

Method 1 of 3:

Contacting the Utility Company

- 1 Read your bill carefully.** Before you call the utility company, read the bill to make sure you understand it.
- 2 Speak to a utility company customer service representative.** Get information together such as your account number and previous bills, and then call the utility company.
 - Before you call, make sure you have all the information you'll need, including your current bill, past bills, and any canceled checks or bank statements showing payments.^[1]
 - It might help to call the company when they are least busy, such as on a Friday morning. In contrast, Mondays and the days after holidays typically are the busiest.^[2]
 - When you reach a representative, write down his name and the date and time you called for your records. Take notes during the conversation.^[3]

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- 3 State that you are disputing your bill.** Generally you won't be at risk for having your utilities shut off if you formally dispute the bill and pay any undisputed amount.

- For example, your utilities cannot be shut off in Missouri if you legitimately dispute charges either in writing, in person, or on the telephone within 24 hours prior to the date listed on your shut-off notice.^[4]
- However, the dispute must be legitimate. A frivolous dispute won't stop a shut-off.^[5]
- Chicago's Citizens Utility Board notes that you can't be disconnected for nonpayment if you pay either the undisputed portion of your bill or an amount equal to last year's bill for the same month.^[6]
- Typically your bill won't be considered as in dispute until you call or visit the utility company and specifically tell them that you are disputing your bill.^[7]

4 Request a meter reading. If your bill was an estimate rather than based on a direct reading, you can request a reading.

- If your meter was inaccessible, perhaps because of landscaping or large dogs, the company may provide an estimate rather than an actual reading.
- If the estimate seems too high, you can ask the company to return and do an actual meter reading.^[8]
- Keep in mind that you are still responsible for paying your bill, regardless of whether it's estimated or actual. Even if you've disputed part of it, you can't expect not to pay anything for an entire billing cycle.
- When the utility company completes the actual reading, which you can be present to observe, you will be responsible for the updated amount. If you still believe the amount is too much, you can request an accuracy test.

5 Request a meter accuracy test. If your bill was based on a direct reading, you can ask the utility company to test the meter and make sure it's functioning properly.

- In most states, the utility company is required by law to complete an accuracy test if you request one. For example, Maryland's regulatory code requires companies to provide accuracy tests for customers upon request at no charge, and also states that you or your representative may be present during the test.
- If it turns out your meter was inaccurate, you can negotiate an amount with the utility company. Typically, this amount will be equal to your bill for the same month last year. If you haven't been a customer for that long, the utility company may negotiate an average amount for you to pay based on the accuracy adjustment that was made.

6 Follow up every phone call with a written letter to the company. Send a letter to the company confirming what you were told by the representative and the steps that will be taken.

- Make sure you sign and date your letter before you mail it.^[9]
- Make copies of your letters so you have them for your records.

7 Pay the undisputed part of the bill. While the dispute is going on, you must continue to pay at least part of your bill.

- For example, if you are disputing a \$200 bill in April, because your bill was only \$50 in March and you believe your bill should have been about that much in April, you must pay the March bill, \$50 for April, and any bills following while the dispute is being resolved.
- If you don't pay bills that are undisputed, the company can still cut off your electricity, even while you have a pending dispute.

8 Cooperate in resolving the dispute. Be willing to supply any additional information the utility company needs to get to the bottom of the situation.

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**Method
2**

Method 2 of 3:

Launching an Investigation

1 Contact your state's public utilities commission. Each state has a public utilities commission that is responsible for regulating and monitoring the performance of the state's utility companies.^[10]

- Typically the commission will make an informal investigation. If you aren't satisfied with the outcome of the investigation, you can file a formal complaint.^[11]
- The commission may conduct further tests to verify the meter's accuracy. For example, the Maryland Public Service Commission's Engineering Division can run what's known as a referee test. A Commission representative and a utility representative test your meter together.

2 Work with an advocate from the National Association of State Utility Consumer Advocates. NASUCA provides professional consumer advocates to help you investigate and resolve a utility complaint.^[12]

- NASUCA advocates also represent the interest of utility consumers in court and before state and federal utility regulators.^[13]
- There are NASUCA consumer advocates in 40 different states, designated by the laws of their respective jurisdictions. In 12 states the state attorneys general take on this role, while in the other 29 states office directors are appointed by the governor.^[14]

3 File a complaint with the Better Business Bureau. If you experienced poor customer service or a lack of concern for your problem, you can file a former complaint with the BBB.

- The BBB can't force the company to reply or to resolve your issue, and it can't place any sanctions on the company, but it can make the issue public.^[15]
- If the company doesn't respond to the BBB for more than 30 days, the bureau typically recommends the customer go to small claims court.^[16]

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Method
3

Method 3 of 3:

Suing in Small Claims Court

- 1 Find the appropriate form.** Most states have claim forms you can fill out to open a claim in small claims court.^[17]
 - Small claims courts are simple and inexpensive, and are designed for you to have a judge hear a small claim without needing an attorney or extensive knowledge of legal procedures.^[18]
 - You must have the full business name and appropriate address for the utility company to fill out this form.^[19]
 - Each state has maximum limits for the amount of money your claim is worth, usually a few thousand dollars. In most cases your utility dispute probably would fall under that limit.^[20]
- 2 Gather your information.** Some small claims courts require you to include documents such as past utility bills as exhibits to your claim.
- 3 Complete your claim forms.** Include all required information on your claim form and sign it in the presence of a notary, if required.
- 4 File your claim.** To have your claim heard by a judge you must file it with the clerk of the small claims court in your county.

- Typically you will have to pay a small fee to file your claim. For example, in New York the court fee is \$15-20.^[21]
- The clerk will assign a date for your trial.^[22]

5 Serve the utility company. After you've filed your claim, you must have the utility company served so it has notice of the lawsuit.

- In some states, such as New York, the clerk will serve the utility company for you.^[23] If you have to do it yourself you can have the sheriff's department do it for a small fee, or send the documents using certified mail.^[24]

6 Prepare for trial. Organize any documents you have and request information from the utility company to build your case.

- Documentation you'll want to bring with you to your trial might include copies of your bills, copies of bank statements or canceled checks, and payment confirmation pages if you paid your bill online.
- You also should gather together any notes you made from phone calls with representatives and letters you sent to follow up on those calls.
- Make several copies of each document you're taking to trial with you so you can provide the judge and the utility company representative with their own copies.^[25]
- You also may arrange for witnesses to testify at trial on your behalf.^[26]

7 Appear at trial. Show up at the date and time for your trial to present your claim to the judge.

- Try to arrive at least 15 minutes early so you can get through security and find the right courtroom.^[27]
- Since it is your claim, you will have the opportunity to speak first. Present your claim clearly and concisely, and don't interrupt anyone else when they're speaking.
- Dress in clean, conservative clothing and be professional and considerate to the judge and all other court staff.
- Make sure your documents are well organized so you can find what you need quickly without shuffling a lot of papers. Anticipate the questions you'll be asked and have answers prepared.^[28]

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Tips

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Utility Dispute Procedures

The following process will be taken for customer disputes regarding their utility bill.

1. Customer shall notify the utility department, in writing, if there is a problem with their utility bill within ten (10) working days of the due date printed on the disputed bill.
2. The Utility Clerk will review and research the disputed bill, if a billing calculation error is found, it will be corrected immediately.
3. If a re-read is necessary, it will be scheduled within two (2) business days of the notice. The meter reader will check the working condition of the meter at the time of the re-read.
4. If the re-read shows an error was made, or the meter was not working properly, the reading and/or meter will be changed and the bill will be adjusted accordingly.
5. If the re-read shows the original reading was correct and the meter was working properly, no adjustment will be made.
6. The customer may request that the meter be tested to check the meter for accuracy. The first test will be at the utility department's expense, all subsequent tests are at the customer's expense.
7. After researching the disputed bill, the Utility Clerk shall make a decision within seven (7) business days (unless otherwise stated) after receipt of the complaint.
8. If the customer is not satisfied with the Utility Clerk's decision, the customer may submit a written request, within ten (10) business days of Utility Clerk's decision, to have the disputed bill presented to the Village Board for a final decision.

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Your Utility Bill

The RFU office will generate and mail bills to customers for utility services each month. Each bill prepared shall be mailed to the customer at the address provided by the customer.

Information on your Bill

1. The time period and number of days of utility services provided for each service;
2. The amount owed for each utility service supplied;
3. The date when complete payment is due;
4. Notice whether the bill for each service is based upon actual or estimated measurement of the amount of utility services supplied
5. Notice that customers may call the RFU office at the telephone listed on the bill in order to:
 - a. Dispute the amount of any utility charge;
 - b. Avoid termination of utility services for non-payment in accordance with the provisions of this chapter, or
 - c. Request the restoration of any utility service previously terminated.

Billing Schedule

Due Date:	17 th day after billing date
Penalty Posted:	18 th day after billing date
Disconnect Notice Mailed:	19 th day after billing date
Disconnection:	27 th day after billing date

Late Payments

The RFU considers a payment to be late the first (1st) day after the due date a current month's bill. A late penalty of five percent (5%) of the total unpaid balance shall be accessed to the customer's account.

CUSTOMER RIGHTS & OBLIGATIONS

Any time before the date specified within any notice to a customer as the date of termination of utility services for non-payment of a bill, or for violation of any provision of the Municipal Code, or within ten (10) days following the giving of a notice of rejection for utility services, the customer may dispute the basis for the proposed termination of services or the basis for the rejection. Provided, however, that the customer shall not be entitled to dispute the basis of termination or rejection for services if the basis was the subject of a previous dispute which was either: (a) adjudicated pursuant to this policy; or, (b) not properly challenged by the customer's failure to follow the procedure set out in this policy.

Utilization of the dispute procedure shall not relieve a customer of the obligation to timely and completely pay all other undisputed utility charges for services supplied by the city or to timely and completely pay undisputed portions of amounts which are subject to the instant dispute, or to otherwise comply with the requirements of the Municipal Code of the City of Rock Falls. Failure by the customer to timely and completely pay all such undisputed amounts or to otherwise comply with requirements of this Code shall be cause for termination of the utility service in accordance with the provisions of this policy.

City of Rock Falls Utilities
603 West 10th Street, Rock Falls, IL 61071
ph 815-622-1115 & 815-622-1116 fx 815-622-1118
After Hours Emergency
815-622-1140
www.rockfalls61071.com

CITY OF ROCK FALLS UTILITIES

ACCOUNT DISPUTE RESOLUTION



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Account Dispute Resolution

Procedure to Dispute Termination or Rejection of Services

1. Before the date specified in the notice for termination of services or within ten (10) days following receipt of notice of rejection for services, the customer shall notify the Rock Falls Utility (RFU) office, in writing, that the customer disputes all or part of the amounts shown on the bill, or disputes the basis for rejection of services, or that the customer claims other reasons for disputing the right of the city to terminate services or the right of the city to reject the customer for services. Such writing shall state as completely as possible the basis and nature of the dispute.
2. If the RFU office determines that the dispute is untimely, or that the customer previously disputed the termination or the rejection upon the same basis, the RFU shall mail to the customer a notice stating that the present dispute is untimely or invalid for prior adjudication. A dispute is untimely if filed after service has been terminated.
3. If the RFU office determines that the dispute is not untimely or invalid under this section, the RFU office shall, within three (3) days after receipt of the customer's notice, arrange an informal meeting between the customer and the superintendent of each affected utility department.
4. The superintendent of each affected utility department shall attempt to resolve the dispute in a manner satisfactory to the department and the customer, based upon the department's records, the customer's allegations and other relevant materials available to the superintendent, at such meeting. The superintendent of each affected utility department shall, within five (5) days after the meeting with the customer, mail to the customer a copy of the superintendent's decision resolving the dispute.
5. If the decision of the superintendent is unsatisfactory to the customer, the customer, within five (5) days of mailing of the decision by the superintendent of the affected department, may file in writing with the RFU office a request for a formal hearing before the public works and/or electric committee of the city council. Upon filing of the request by the customer, a formal hearing shall be held by the public works committee within ten (10) days following receipt of the customer's request for such hearing.

6. At the hearing before the public works and/or electric committee, the superintendent of the affected utility department and the customer shall be entitled to present all evidence that is relevant and material to the dispute, and the committee shall be entitled to examine and cross examine witnesses. A record of the hearing shall be maintained.

7. At the conclusion of the hearing, the public works and/or electric committee shall render a decision on the dispute. Such decision shall be reduced to writing and a copy thereof shall be mailed to the customer within five (5) days of the hearing. The decision shall be final and binding on the affected utility department, and on the customer.

8. Until the date that the decision of the affected utility department superintendent becomes final, or until the date that the decision of the public works and/or electric committee (if the customer shall have appealed the superintendent's decision) becomes final, the utility service which has been the subject of the dispute shall be terminated based solely upon the matters in dispute. Provided, however, that nothing shall prohibit termination of utility service for other cause which is undisputed by the customer. If the decision of the superintendent or the public works and/or electric committee, as applicable, is unfavorable to the customer disputing the charge, the notice to the customer of such unfavorable decision shall specify a date not less than five (5) days after such notice within which all disputed amounts must be paid or within which other such corrective action may be taken by the customer in order to avoid termination of utility services. Failure by the customer to pay or take such action within the time specified in such notice shall then constitute cause for termination of the utility services at the expiration of the time period.



UTILITY BILL POLICY & PROCEDURES

Monthly Meter Readings

Between the 10th and 15th of each month the DPW will collect the readings of all the water meters within the village.

Readings are to be reviewed by village staff for discrepancies and/or high readings.

When high readings are found, a letter will be sent to the property owner informing them of the high usage.

Monthly Billing Information

Each month, 20 days prior to the following month's 15th day, the utilities bills will be created.

These bills are created based upon information received from the DPW during their monthly meter readings conducted between the 10th and 15th.

Each bill will contain

- the customers billing address as provided by the customer
- time period of readings
- usage during that time period
- service and/or additional fees, when applicable
- payment due date and amount due when late fee applied
- listing of all fees and their rates per meter

Payment of bills is due on the 15th of the month, unless otherwise stated on the bill due to weekends or holidays.

Fees

A 1% penalty will be applied after the due date to the full balance due on the account.

On October 15th of each year, notices will be sent to all delinquent users as of September 30th. Payment of the overdue balances not paid by November 1st will be subject to a 10% penalty. Overdue balances not received by November 15th will be forwarded to Sheboygan County for payment to be collected on the annual tax bills as a special charge.

A \$50 fee will be assessed to the account when a payment has been returned to the village due to insufficient funds. (\$30 water, \$20 sewer)

Reconnection requests during normal business hours shall be \$30.

Reconnection requests after normal business hours shall be \$50.

Disconnection of Services

Payment of bills is due on the 15th of the month, unless otherwise stated on the bill due to weekends or holidays.

Notice of Disconnect will be mailed 2 days after the payment due date.

Account users will have 10 days to pay the balance due or service will be disconnected.

If a medical emergency occurs within the home, disconnection will be extended to 21 days with the receipt of a signed statement from a medical official.

96 Russell Drive, P.O. Box 344, Random Lake, WI 53075

Telephone: (920) 994-4852 Facsimile: (920) 994-2390 Website: www.randomlakewi.com



UTILITY BILL POLICY & PROCEDURES

Deferred Payment Agreement

If user is unable to pay the full balance due on their account in the allotted time they may enter into an agreement.

Payment of the remainder of the outstanding balance in weekly installments over a 1-month period.

Entering into an agreement does not relieve a customer of the obligation to timely and completely pay all other utility charges/bills sent out during the agreement timeframe.

Disputes

All disputes shall be submitted to village hall, in writing, within 10 days following receipt of notice.

The written dispute shall state the nature of the dispute, secondary evidence, and proof of correction if applicable.

When a valid dispute is received, village hall will have 5 days to come to a decision based on the information presented. During this time additional requests may be made by the village hall for further clarification.

If the decision of village hall is unsatisfactory, the customer, within 5 days may make a written request for a hearing with the Public Works Committee.

At the conclusion of the hearing of the Public Works Committee, the decision of the committee is final and binding.

If a dispute is submitted in an untimely manner or the customer has previously submitted a dispute, said dispute will be rejected.

Deduct Meters

Purchasing of deduct meters can be done at village hall. Price is dependent upon the cost of the meter at time of sale.

Around the 1st of the month these meter readings will be sent to village hall via, calling in, emailing in, written on utility stub w/payment, or through the village website.

If it is unclear as to what the reading is given verbally, it can be required of properties to send a photo of the meter for verification.

The difference of the current and prior reading will be credited on the next bill as a sewer credit at the current rate being charged.

When users move out of the village and the reading results in a positive balance on the account, the refund of the credit will be mailed to the forwarding address.