

COMMISION MEETING

677 Bio Avenue Ellsworth, WI 54011
December 29th 2022 – 8:30 a.m.
Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/892062717

Roll call.

CONSENT AGENDA:

- 1. Approval of bills.
- 2. Approval of Minutes

FINANCIAL REPORTS:

3. Approval of the November financial reports.

FACILITIES REPORT:

4. Facility report

OLD BUSINESS

- 5. Engineering phase 0.5 update,
- 6. Phase 1 engineering services proposal.
- 7. Baldwin Storage tank options

New Business

- 8. Election of Officers
- 9. Closed Session. WI State Statute 19.85 (1)(c), Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and (f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.
 - 1. Certification incentive
 - 2. Operator / Maintenance Compensation.
 - 3. Superintendent Compensation.

MISCELLANEOUS:

10. Communications and future agenda items.

ADJOURNMENT:

11. Adjournment.

Randy Lindquist. Superintendent



MEMORANDUM

To: Commissioners

Date: 11/03/2022

Title: Bills

Check Nbr	Check Date	Vendor name	Cha	ok Amount
ETF	11/30/2022			ck Amount
IRS	11/30/2022		\$ ¢	1,821.12
XCEL			\$ ¢	3,017.93
		XCEL ENERGY ALCIVIA	\$ ¢	5,688.55 41.01
15923	11/14/2022		\$	
15924	11/14/2022		\$	1,357.29
15925		COMMERCIAL TESTING LABORATORY, INC.	\$	448.00
15926	11/14/2022	•	\$	43,651.37
15927	11/14/2022		\$	73.50
15928	11/14/2022		\$	11,758.72
15929	11/14/2022	•	\$	10,281.38
15930		HOFMEISTER OIL CO	\$	468.50
15931	11/14/2022		\$	672.98
15932		POWERPLAN OIB	\$	114.57
15933		QUALITY FLOW SYSTEMS INC	\$	8,295.00
15934	11/14/2022	•	\$	1,769.51
15935	11/14/2022		\$	134.50
15936	11/14/2022	•	\$	1,360.00
15937	11/14/2022		\$	363.10
15941	11/30/2022		\$	92.68
15942	11/30/2022		\$	2,534.02
15943	11/30/2022		\$	1,259.36
15944	11/30/2022		\$	11,618.43
15945	11/30/2022		\$	1,620.50
15946	11/30/2022		\$	114.57
15947	11/30/2022	,	\$	540.00
15948	11/30/2022		\$	134.50
15952	12/08/2022		\$	50.81
15953	12/08/2022	•	\$	31,179.55
15954	12/08/2022		\$	5,949.15
15955	12/08/2022		\$	259.35
15956	12/08/2022		\$	825.71
15957	12/08/2022		\$	48,874.00
15958	12/08/2022	WE ENERGIES	\$	286.53

15959	12/08/2022	Synagro Technologies, Inc	\$ 82,469.14
WI457	11/07/2022	Empower Retirement Deffered comp	\$ 750.00
WI457	11/21/2022	Empower Retirement Deffered comp	\$ 750.00
WI457	12/5/2022	Empower Retirement Deffered comp	\$ 750.00
WIDOR	11/30/2022	WI DEPT REVENUE W/H TAX	\$ 544.25
MEDICA	11/10/2022	MEDICA	\$ 5,816.18
VERIZON	11/21/2022	VERIZON WIRELESS	\$ 52.49
AT&TPHONE	11/29/2022	AT&T PHONE	\$ 211.76
PRINCIPAL	11/30/2022	Principal Life Insurance	\$ 229.04
HEALTHPART	11/21/2022	HEALTH PARTNERS	\$ 361.95
AT&TINTERNET	11/29/2022	AT&T Internet	\$ 180.24

\$ 288,771.24

\$
Total Bills 288,771.24
Payroll \$ 12,628.95

Total Payments 301,400.19

West Central Wisconsin Biosolids Facility

Commission meeting

October 20th, 2022

Board Members Present: John Bond, Greg Engeset, Steve Skinner, and Gary Newton, Kevin Westhuis

<u>Others present:</u> Randy Lindquist, Jim Thanig, Eric Lynne (Donahue and Associates), Jeremy Wood, Matt Holman. <u>On-line:</u> Rick Caruso, Joe Intihar, Bradley Vick, and Kip Peters

Gary Newton called meeting to order at 8:30 am in New Richmond, Wi. (Public Works Room)

Consent Agenda:

Motion made and passed to approve October payments totaling \$263,990.90. M/S John/Greg Passed unanimously

Motion made and passed to approve the September Board meeting minutes. M/S Steve/John Passed unanimously

Financial Report:

Randy presented financial report as outlined in agenda packet. Motion made and passed to approve financial report as presented (\$248,664.90 total charges for services) in the agenda packet. M/S John/Steve Passed unanimously

Facilities Report:

Storage is full, waiting for hauler. Priority is to get product room emptied.

Waiting for Schwing on price for conveyor replacement.

Old Business:

Project .05 update:

- Eric with Donahue discussed a few things with the design progress. He showed the group 3D plans of the interior and exterior of what the finished building and project will look like.
- Will get phase .05 out to bid December 13 to the 15th.
- Open Bids in January
- Construction on phase .05 will begin in spring of 2023
- Does not notice any pause in inflationary pressures

New Business:

- Transportation Contract base fuel price amendment
 Synagro proposes using the Regional Federal weekly gasoline price index for fuel adjustment pricing. M/S Kevin/Steve Passed unanimously
- New Operator Position discussion / approval
 Randy indicated he would like to include a new operator position in the 2023 budget. Beginning the succession planning process.

- 2023 Budget Review / approval.
 - 12% budget increase in 2023. Fuel, labor, material, and equipment costs up. Moved and forward to membership as presented. M/S Greg/Kevin
- Annual meeting discussion.
 - Will go over the new Hauler, Budget, projects, end product spreading. November 10th at the Phoenix in Baldwin.
- 2023 Commission seat nomination.
 Steve Skinner, New Richmond nominated to the Board for another term. M/S Kevin/John –
 Motion Passed

Miscellaneous:

Communication and Future agenda items

Adjournment: Meeting adjourned at 11:00am. M/S Greg/John

West Central Wisconsin Biosolids Facility

Annual Meeting of the Members

November10th, 2022

Members Present: Tony Hines (Ellsworth), Dale Hines (Ellsworth), Becky Beissel (Ellsworth), Andrew Borne (Ellsworth), Brad Vick (Ellsworth), Joe Intihar (Hudson), Pat Nolan (Hudson), Kip Peters (Hudson), Rick Cariso (Osceola), Jim Thanig (Somerset), Donnie Kern (Sommerset), Brandon Krohn (Sommerset), Steven Kirby (Spring Valley), Jeremy Wood (Amery), Matt Holman (Prescott), Matt Wolf (Prescott), Gary Newton (Baldwin), Greg Engeset (Ellsworth), Kevin Westhuis (River Falls), Dean Seemuth (River Falls), Tim Johnson (Roberts), Brian Trembly (Roberts), Shawn Dakovich (Roberts), John Bond (Roberts), Steve Skinner (New Richmond), Peter Vrieze (New Richmond).

Others present: Randy Lindquist, Eric Lynne (Donahue and Associates)

Gary Newton called meeting to order at 6:30 pm at the Phoenix in Baldwin, Wi.

Consent Agenda:

Motion made and passed to approve November Bills totaling \$92,225.25 M/S Steve/Greg Passed unanimously

Financial Report:

Randy presented financial report as outlined in agenda packet for the month of Ocotober. Motion made and passed to approve financial report as presented (\$269,824.59 total charges for services) in the agenda packet. M/S Greg/Steve Passed unanimously

Facilities Report:

Randy gave a report of the condition and state of the facility and outlined the most current pressing issue of sludge storage and removal from the building. Since this meeting, the majority of the sludge has been removed and land applied.

Member Items and Discussion

Discussed Baldwin tanks for emergency use if necessary.

Project .05 update:

- Eric with Donahue discussed a few things with the design progress. He showed the group 3D plans of the interior and exterior of what the finished building and project will look like.
- Will get phase .05 out to bid December 13 to the 15th.
- Open Bids in January
- Construction on phase .05 will begin in spring of 2023
- Does not notice any pause in inflationary pressures

Donahue is full speed ahead with phase .05.

• Phase one was outlined by Donahue and there was a straw vote consensus to have Donahue proceed with getting budget numbers for the group to consider.

2023 Budget Review and Approval
 M/S Kip P./Steve S. Motion approved by unanimous vote.

Election of Commissioner

2023 Commission seat nomination.
 Steve Skinner, New Richmond nominated to the Board for another term. M/S Kip/Steve Motion Passed unamimously

Adjournment: Meeting adjourned at 8:00pm. M/S John/Kip

West Cental Wisconsin Biosolid		month #	11							
Budget Statement										
The period of November 1-31, 2	2021	Current Month	Budgeted		YTD actual	YTD Budget			Budget	% of Bud
		November-21	November-21	Variance	2021	2021	Variance		2021	
Revenues:										
Charges to member facilities		185,800.49	174,013.45	11,787.04	2,094,979.01	1,914,148.00	180,831.01	\$ 2	2,088,161.45	100%
Charges to non-member faciliti	es	46,715.92	46,037.60	678.32	557,502.12	506,413.55	51,088.58	\$	552,451.14	101%
Other processing revenues	_		0.00	0.00	4,755.25	0.00	4,755.25	\$	-	_
Total charges for service	s _	232,516.41	220,051.05	12,465.36	2,657,236.38	2,420,561.54	236,674.83	\$ 2	2,640,612.59	_
Total Revenues:		232,516.41	220,051.05	12,465.36	2,657,236.38	2,420,561.54	236,674.83	\$ 2	2,640,612.59	101%
Expenditures:	_									
Operating expenses:	_									
Salaries & wages	51110	12,546.89	13,545.00	(998.11)	151,275.13	148,995.04	2,280.09	\$	162,540.05	93%
FICA/medicare	51121	915.15	1,036.19	(121.04)	11,259.91	11,398.12	(138.21)	\$	12,434.31	91%
Retirement	51122	815.56	880.43	(64.87)	9,832.95	9,684.68	148.27	\$	10,565.10	93%
Health insurance	51131	6,107.00	7,700.00	(1,593.00)	66,347.49	84,700.00	(18,352.51)	\$	92,400.00	72%
Life insurance	51132	296.00	166.67	129.33	1,697.52	1,833.33	(135.81)	\$	2,000.00	85%
Heath Savings Account	51133	0.00	1,000.00	(1,000.00)	13,200.00	11,000.00	2,200.00	\$	12,000.00	110%
Telephone	51210	444.49	541.67	(97.18)	5,065.67	5,958.33	(892.66)	\$	6,500.00	78%
Water and Sewer service	51220	0.00	583.33	(583.33)	3,379.26	6,416.67	(3,037.41)	\$	7,000.00	48%
Electricity	51230	5,688.55	5,833.33	(144.78)	61,446.44	64,166.67	(2,720.23)	\$	70,000.00	88%
Natural gas	51240	0.00	833.33	(833.33)	6,666.55	9,166.67	(2,500.12)	\$	10,000.00	67%
Training	51250	0.00	250.00	(250.00)	913.03	2,750.00	(1,836.97)		3,000.00	30%
Lawn care	51260	0.00	83.33	(83.33)	295.28	916.67	(621.39)		1,000.00	30%
Sludge conditioning chemicals	51310	18,144.00	16,666.67	1,477.33	178,836.31	183,333.33	(4,497.02)		200,000.00	89%
Hot dust/ quick lime	51320	22,762.75	15,000.00	7,762.75	168,628.61	165,000.00	3,628.61	-	180,000.00	94%
Sulfamic Acid	51340	0.00	916.67	(916.67)	4,441.44	10,083.33	(5,641.89)	-	11,000.00	40%
Lab supplies	51410	0.00	416.67	(416.67)	3,241.24	4,583.33	(1,342.09)	-	5,000.00	65%
Outside lab testing	51420	448.00	500.00	(52.00)	3,322.80	5,500.00	(2,177.20)		6,000.00	55%
Misc general expenses	51425	1,152.48	1,416.67	(264.19)	10,453.96	15,583.33	(5,129.37)		17,000.00	61%
Boot allowance	51426	0.00	25.00	(25.00)	300.00	275.00	25.00	\$	300.00	100%
Engineering	51427	0.00	1,666.67	(1,666.67)	0.00	18,333.33	(18,333.33)	-	20,000.00	0%
Fuel for equipment	51510	509.51	291.67	217.84	3,529.93	3,208.33	321.60	\$	3,500.00	101%

West Cental Wisconsin Biosolids Facility month # 11

Budget Statement The period of November 1-31, 2021 **Current Month Budgeted** % of Bud YTD actual YTD Budget Budget Variance 2021 2021 Variance 2021 November-21 November-21 51620 0.00 2.500.00 (2,500.00)0.00 27.500.00 (27,500.00)\$ 30.000.00 0% Contingency (5,500.00) \$ Centrate treatment & Hauling 51621 0.00 500.00 (500.00)0.00 5,500.00 6,000.00 0% (12,833.33) \$ Centrate Transportation 51621 0.00 1.166.67 (1.166.67)0.00 12.833.33 14.000.00 0% Phosphorus chemicals 51710 10,281.38 5.000.00 5,281.38 81,499.36 55.000.00 26,499.36 \$ 60,000.00 136% Property & liability insurance 51810 0.00 1,416.67 (1,416.67)15,410.00 15,583.33 (173.33) \$ 17,000.00 91% Workers compensation 51820 0.00 666.67 (666.67)3.157.50 7.333.33 (4.175.83) \$ 8.000.00 39% **PiLT** 51825 0.00 4.063.50 (4.063.50)49,808.53 44,698.45 5,110.08 \$ 48,761.94 102% **Environmental fees** 51850 0.00 31.67 (31.67)380.00 348.33 31.67 \$ 380.00 100% Odor control chemicals 51990 0.00 4.166.67 (4,166.67)37,998.55 45.833.33 (7,834.78) \$ 50.000.00 76% (85,128.83) \$ 1,066,381.41 **Total Operating Expenses** 80,111.76 88,865.12 (8,753.36)892,387.46 977,516.29 84% Maintenance expenses: **Structures & improvements** (23,092.33) \$ 40,000.00 52110 1,620.50 3,333.33 (1,712.83)13,574.34 36,666.67 34% 847.50 52116 0.00 416.67 4,583.33 (3,735.83)\$ 5,000.00 17% Safety training & supplies (416.67)**HVAC** 52120 0.00 416.67 (416.67)1,272.55 4,583.33 (3,310.78) \$ 5,000.00 25% Dewatering equipment 82,072.97 \$ 52210 0.00 833.33 (833.33)91.239.64 9.166.67 10.000.00 912% 52220 2.537.51 416.67 89,317.98 \$ 1878% Sludge cake mixer 2.120.84 93.901.31 4.583.33 5.000.00 8,863.34 \$ Receiving station equipment 52230 46.60 41.67 4.93 9,321.67 458.33 500.00 1864% (458.33) \$ Conveying equipment 52240 0.00 41.67 (41.67)0.00 458.33 500.00 0% 52250 229.14 208.33 20.81 1,577.99 2,291.67 (713.68) \$ 2,500.00 63% Loader 125.00 3% Pickup truck 52255 0.00 (125.00)42.40 1,375.00 (1,332.60) \$ 1,500.00 Scale 52260 0.00 416.67 7,529.23 4,583.33 2,945.90 \$ 5,000.00 151% (416.67)Sludge & centrate tanks 52270 0.00 10,416.67 (10,416.67)28,781.96 114,583.33 (85,801.37) \$ 125,000.00 23% Sludge PC pumps 52280 8,295.00 2,083.33 6,211.67 8,295.00 22,916.67 (14,621.67) \$ 25,000.00 33% **Odor Control Equipment** 52300 0.00 833.33 295.35 10,000.00 3% (833.33)9,166.67 (8,871.32) \$ Silos 52400 0.00 166.67 (166.67)0.00 1,833.33 (1,833.33) \$ 2,000.00 0% Maintenance office equipment 52810 0.00 83.33 (83.33)0.00 916.67 (916.67) \$ 1.000.00 0% 0.00 \$ 52910 0.00 0.00 0.00 0.00 0.00 0% **Projects** Maintenance other equipment 52990 1,360.00 3,333.33 (1,973.33)37,042.44 36,666.67 375.77 \$ 40,000.00 93% 14.088.75 23.166.67 293.721.38 254,833.33 38,888.05 106% **Total Maintenance Expenses** (9,077.92)278.000.00

West Cental Wisconsin Biosolids Facility

Budget Statement

month # 11

Budget Statement	is i ucility					month #	11		
The period of November 1-31, 2	2021	Current Month November-21	Budgeted November-21	Variance	YTD actual 2021	YTD Budget 2021	Variance	Budget 2021	% of Bud
Administrative:									
Salaries & Wages	53110	1,461.68	1,500.00	(38.32)	17,518.06	16,500.00	1,018.06 \$	18,000.00	97%
FICA/medicare	53121	107.30	114.75	(7.45)	1,308.77	1,262.25	46.52 \$	1,377.00	95%
Retirement	53122	95.00	97.50	(2.50)	1,138.56	1,072.50	66.06 \$	1,170.00	97%
Health insurance	53131	500.00	666.67	(166.67)	5,500.00	7,333.33	(1,833.33) \$	8,000.00	69%
Life insurance	53132	0.00	41.67	(41.67)	80.00	458.33	(378.33) \$	500.00	16%
Commission expenses	53210	1,554.28	2,083.33	(529.05)	7,759.32	22,916.67	(15,157.35) \$	25,000.00	31%
Office supplies & expenses	53310	378.99	333.33	45.66	3,092.12	3,666.67	(574.55) \$	4,000.00	77%
WEB Site & Sofware	53311	0.00	250.00	1,250.00	3,104.06	2,750.00	1,750.00 \$	3,000.00	103%
Outside legal services	53315	0.00	833.33	(833.33)	1,120.00	9,166.67	(8,046.67) \$	10,000.00	11%
Outside bookkeeping services	53316	0.00	0.00	0.00	0.00	0.00	0.00 \$	-	
Accounting & Auditing	53410	0.00	1,166.67	(1,166.67)	9,030.00	12,833.33	(3,803.33) \$	14,000.00	65%
Engineering	53420	46,651.37	1,666.67	44,984.70	252,076.40	18,333.33	233,743.07 \$	20,000.00	1260%
Misc general expenses	53990		333.33	(333.33)	3,200.00	3,666.67	(466.67) \$	4,000.00	80%
Total administrative exp	enses	50,748.62	9,087.25	41,661.37	304,927.29	99,959.75	204,967.54 \$	109,047.00	280%
	-								_
Marketing:									
Product marketing & distribution	55100	0.00	5,000.00	(5,000.00)	26,537.00	55,000.00	(28,463.00) \$	60,000.00	44%
Marketing wages	55600	0.00	0.00	0.00	0.00	0.00	0.00 \$	-	
Marketing fees	55300	0.00	0.00	0.00	0.00	0.00	0.00 \$	-	_
Total marketing expense	es <u> </u>	0.00	5,000.00	(5,000.00)	26,537.00	55,000.00	(28,463.00) \$	60,000.00	_
Dobt Comico									
Debt Service		0.00	0.00	0.00	0.00	0.00	0.00 ¢		
Utility Revenue Loan	-	0.00	0.00	0.00	0.00	0.00	0.00 \$ \$	-	_
Replacement Fund		27,083.33	27,083.33	(0.00)	297,916.66	297,916.67	\$ (0.01) \$	325,000.00	92%
	-								

West Cental Wisconsin Biosolids Facility

Budget Statement

month # 11

The period of November 1-31, 20	21	Current Month November-21	Budgeted November-21	Variance	YTD actual 2021	YTD Budget 2021	Variance	Budget 2021	% of Bud
Transfer from Replacement Fund		-	-	-	-	-		\$ -	_
Transportation								\$ -	
Members	4100	61,812.42	52,551.27	9,261.15	690,191.12	578,064.02	112,127.10	\$ 630,615.30	109%
Non-members	4100	20,656.72	14,297.41	6,359.31	217,903.62	157,271.48	60,632.13	\$ 171,568.89	127%
Total transportation exper	ses	82,469.14	66,848.68	15,620.46	908,094.74	735,335.50	172,759.23	\$ 802,184.19	113%
Total Revenue		232,516.41	220,051.05	12,465.36	2,657,236.38	2,420,561.54	236,674.83	\$ 2,640,612.59	101%
Total Expenses		254,501.60	220,051.05	34,450.55	2,723,584.53	2,420,561.54	303,022.98	\$ 2,640,612.59	103%
Net operating Income	·	(21,985.19)	0.00	(21,985.19)	(66,348.15)	0.00	(66,348.15)		_



MEMORANDUM

To: Commissioners

From: Randy Lindquist,

Date: 12/08/2022

Title: Agenda Item 4 Facility Report

1. Current project updates

a. Level sensors: Still not functioning properly may need to add heat tape to pipes.

b. SCADA computers: Still not completed. Waiting for Energenees to finish HachWIMS setup.

2. End Product:

Rohl's finished hauling the end product on November 28th, they were able to empty the building except for the 60 or so tons in the bunker,

WEST CENTRAL WISCONSIN BIOSOLIDS FACILITY 5 YEAR BIOSOLIDS SUMMARY

Year to Date						YTD Month	November
		Year	2018	2019	2020	2021	2022
Load Quantity	Total Member Loads		1,869	2,138	2,091	1,994	2,017
Load Quantity	Total Non-Member Loads		580	585	525	532	567
Load Quantity	Total Loads		2,449	2,723	2,616	2,526	2,584
Pounds	Total Member Biosolids		3,007,277	3,019,559	2,986,677	3,081,166	3,307,157
Pounds	Total Non-Member Biosolids		645,730	663,903	702,300	720,083	683,177
Pounds	Total Biosolids		3,653,007	3,683,463	3,688,977	3,801,249	3,990,334
Gallons	Total Member Volume		13,312,246	13,376,711	14,256,413	14,273,336	14,275,146
Gallons	Total Non-Member Volume		3,989,698	3,633,395	3,510,082	3,618,097	3,784,724
Gallons	Total Volume		17,301,944	17,010,106	17,766,495	17,891,433	18,059,870
Annual Total		Year	2018	2019	2020	2021	2022
Load Quantity	Total Member Loads		2,045	2,349	2,308	2,161	2,022
Load Quantity	Total Non-Member Loads		628	631	573	577	569
Load Quantity	Total Loads		2,673	2,980	2,881	2,738	2,591
Pounds	Total Member Biosolids		3,310,369	3,327,802	3,356,926	3,362,650	3,314,890
Pounds	Total Non-Member Biosolids		705,105	722,459	767,602	771,478	684,611
Pounds	Total Biosolids		4,015,474	4,050,261	4,124,528	4,134,128	3,999,501
Gallons	Total Member Volume		14,599,144	14,689,705	15,870,117	15,493,806	14,313,386
Gallons	Total Non-Member Volume		4,329,111	3,919,174	3,838,196	3,932,546	3,799,885
Gallons	Total Volume		18,928,255	18,608,879	19,708,313	19,426,352	18,113,271

WEST CENTRAL WISCONSIN BIOSOLIDS MEMBER AND NON-MEMBER SUMMARY BIOSOLIDS HAULING - 12 MONTH SUMMARY

GALLONS SUMMARY	January,2022	February	March	<u>April</u>	May	<u>June</u>	<u>July</u>	<u>August</u>	September	October	November	December,2022	<u>Total</u>	% Mem
MEMBER TOTAL	1,184,609	1,198,908	1,287,305	1,209,004	1,493,682	1,461,525	1,214,774	1,424,229	1,301,823	1,204,593	1,294,694		14,275,146	79.04
NON-MEMBER TOTAL	313,792	276,289	305,439	288,218	364,152	409,757	309,561	402,277	376,022	401,386	337,831		3,784,724	20.96
FACILITY TOTAL	1,498,401	1,475,197	1,592,744	1,497,222	1,857,834	1,871,282	1,524,335	1,826,506	1,677,845	1,605,979	1,632,525		18,059,870	100.00

TRUCKLOAD SUMMARY	<u>January,2022</u>	February	March	<u>April</u>	May	<u>June</u>	<u>July</u>	August	September	October	November	December,2022	<u>Total</u>	% Mem
MEMBER TOTAL	164	163	199	205	214	197	171	194	177	164	169		2,017	78.06
NON-MEMBER TOTAL	45	41	50	48	56	60	46	58	54	59	50		567	21.94
FACILITY TOTAL	209	204	249	253	270	257	217	252	231	223	219		2,584	100.00

% SOLIDS SUMMARY	January,2022	February	March	<u>April</u>	May	<u>June</u>	<u>July</u>	August	September	October	November	December,2022	<u>Total</u>
MEMBER TOTAL	2.95	3.16	2.78	3.00	2.66	2.78	2.44	2.59	2.63	2.58	2.35		2.72
NON-MEMBER TOTAL	1.50	1.95	1.64	1.78	2.70	2.36	2.30	2.02	2.00	2.08	1.51		1.99
FACILITY TOTAL	2.22	2.55	2.21	2.39	2.68	2.57	2.37	2.30	2.31	2.33	1.93		2.35

POUNDS SUMMARY	<u>January,2022</u>	<u>February</u>	March	<u>April</u>	May	<u>June</u>	<u>July</u>	<u>August</u>	September	October	November	December,2022	<u>Total</u>	% Mem
MEMBER TOTAL	295,524	317,473	308,431	302,885	334,707	333,161	255,715	303,105	293,186	273,914	292,494		3,310,596	82.89
NON-MEMBER TOTAL	49,054	48,814	59,793	56,714	77,173	80,544	55,538	69,604	63,010	70,361	52,572		683,177	17.11
FACILITY TOTAL	344,578	366,288	368,224	359,599	411,880	413,706	311,253	372,709	356,196	344,275	345,066		3,993,773	100.00

WEST CENTRAL WISCONSIN BIOSOLIDS MEMBER AND NON-MEMBER SUMMARY BIOSOLIDS HAULING - GALLONS

MEMBERS	<u>January,2022</u>	<u>February</u>	March	<u>April</u>	May	<u>June</u>	<u>July</u>	<u>August</u>	September	October	November	December,2022	<u>Total</u>	% Mem	% Total
Amery	61,698	60,924	73,965	70,327	88,746	79,712	59,663	60,288	61,697	62,255	77,094		756,369	5.30	4.19
Baldwin	59,380	82,516	51,846	49,392	73,650	74,253	67,480	65,020	74,990	53,063	45,049		696,639	4.88	3.86
Ellsworth	70,268	62,318	75,194	54,468	82,144	108,393	76,780	76,370	69,001	76,056	92,119		843,111	5.91	4.67
Hudson	306,768	235,131	282,165	230,099	275,701	236,848	225,539	261,265	218,526	238,413	234,827		2,745,282	19.23	15.20
N. Richmond	198,953	188,025	194,410	218,316	241,073	236,211	218,103	253,102	212,716	152,496	201,837		2,315,242	16.22	12.82
Osceola	90,372	107,335	128,480	123,969	150,068	143,596	116,125	165,665	152,167	128,525	203,987		1,510,289	10.58	8.36
Prescott	37,873	68,214	52,668	54,110	73,979	73,232	67,524	61,470	52,491	45,451	53,141		640,153	4.48	3.54
River Falls	184,436	192,701	236,444	245,166	291,807	275,396	194,297	246,688	237,271	231,065	214,037		2,549,308	17.86	14.12
Roberts	30,123	10,142		20,625	29,670	22,361	18,349	21,557	33,553	28,813			215,193	1.51	1.19
Somerset	121,286	152,086	156,560	113,201	147,257	168,210	141,386	173,920	158,435	149,409	164,929		1,646,679	11.54	9.12
Spring Valley	23,452	39,516	35,573	29,331	39,587	43,313	29,528	38,884	30,976	39,047	7,674		356,881	2.50	1.98
Total - Members	1,184,609	1,198,908	1,287,305	1,209,004	1,493,682	1,461,525	1,214,774	1,424,229	1,301,823	1,204,593	1,294,694		14,275,146	100.00	79.04

NON-MEMBERS	January,2022	<u>February</u>	March	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	August	September	October	November	December,2022	<u>Total</u>	% Non-Mem	% Total
Eleva Strum					15,569	38,974	22,912	52,797	61,699	61,585	38,726		292,262	7.72	1.62
Plum City	15,501	23,279	25,131	25,274	21,882	21,785	30,556	30,927	23,095	23,037	23,047		263,514	6.96	1.46
Hammond	34,719	27,716	25,504	27,522	43,196	47,194	21,170	35,437	29,483	29,797	29,627		351,365	9.28	1.95
Travel Center of A	15,933	7,799	13,634	12,254	6,192	15,899	14,604	15,450	15,171	7,780	15,385		140,101	3.70	0.78
Mondovi	69,526	54,133	58,138	48,938	63,539	64,447	54,996	66,632	68,504	68,009	50,398		667,260	17.63	3.69
Pepin	74,707	61,141	46,196	49,595	62,029	77,964	59,609	69,461	69,570	61,341	53,739		685,352	18.11	3.79
Mazeppa					18,082	17,507				33,185			68,774	1.82	0.38
West Concord		6,628	6,273	18,125	5,799	6,208	6,024	12,051	5,863	6,297	11,868		85,136	2.25	0.47
Downsville					5,909	6,671	5,650	7,694	4,127	6,537	4,810		41,398	1.09	0.23
Lake City	103,406	95,593	130,563	106,510	121,955	113,108	94,040	111,828	98,510	103,818	110,231		1,189,562	31.43	6.59
Total - Non-Members	313,792	276,289	305,439	288,218	364,152	409,757	309,561	402,277	376,022	401,386	337,831		3,784,724	100.00	20.96

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WEST CENTRAL WISCONSIN BIOSOLIDS MEMBER AND NON-MEMBER SUMMARY BIOSOLIDS HAULING - NUMBER OF LOADS

MEMBERS	January,2022	February	March	<u>April</u>	May	<u>June</u>	<u>July</u>	August	September	October	November	December,2022	<u>Total</u>	% Mem	% Total
Amery	8	8	11	12	12	10	8	8	8	8	10		103	5.11	3.99
Baldwin	8	11	8	8	11	11	10	9	10	7	6		99	4.91	3.83
Ellsworth	9	8	10	8	12	14	10	10	9	10	12		112	5.55	4.33
Hudson	49	36	47	41	41	33	36	41	34	37	38		433	21.47	16.76
N. Richmond	26	25	30	36	33	33	30	33	28	20	27		321	15.91	12.42
Osceola	12	14	19	21	21	19	16	22	20	17	18		199	9.87	7.70
Prescott	5	9	8	9	10	10	9	8	7	6	7		88	4.36	3.41
River Falls	24	25	37	42	43	36	26	32	31	30	28		354	17.55	13.70
Roberts	4	2		3	4	3	3	3	5	4			31	1.54	1.20
Somerset	16	20	24	20	21	22	19	23	21	20	22		228	11.30	8.82
Spring Valley	3	5	5	5	6	6	4	5	4	5	1		49	2.43	1.90
Total - Members	164	163	199	205	214	197	171	194	177	164	169		2,017	100.00	78.06

NON-MEMBERS	January,2022	<u>February</u>	March	<u>April</u>	<u>May</u>	<u>June</u>	July	August	September	October	November	December,2022	<u>Total</u>	% Non-Mem	% Total
Eleva Strum					2	5	3	7	8	8	5		38	6.70	1.47
Plum City	2	3	4	4	3	3	4	4	3	3	3		36	6.35	1.39
Hammond	5	4	4	5	7	7	3	5	4	4	4		52	9.17	2.01
Travel Center of A	2	1	2	2	1	2	2	2	2	1	2		19	3.35	0.74
Mondovi	9	8	9	8	9	9	8	9	9	9	7		94	16.58	3.64
Pepin	10	8	7	8	8	10	8	9	9	8	7		92	16.23	3.56
Mazeppa					3	3				6			12	2.12	0.46
West Concord		1	1	3	1	1	1	2	1	1	2		14	2.47	0.54
Downsville					1	1	1	1	1	1	1		7	1.23	0.27
Lake City	17	16	23	18	21	19	16	19	17	18	19		203	35.80	7.86
Total - Non-Members	45	41	50	48	56	60	46	58	54	59	50		567	100.00	21.94
Total - TRUCKLOADS	209	204	249	253	270	257	217	252	231	223	219	_	2,584		100.00

WEST CENTRAL WISCONSIN BIOSOLIDS MEMBER AND NON-MEMBER SUMMARY BIOSOLIDS HAULING - AVERAGE SOLIDS CONCENTRATION

MEMBERS	January,2022	<u>February</u>	March	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	August	September	October	November	December,2022	<u>Total</u>
Amery	4.09	4.37	2.88	2.62	3.62	2.67	1.81	1.71	2.61	1.25	1.56		2.65
Baldwin	2.71	2.89	2.89	3.03	3.01	3.05	3.08	2.78	2.27	2.51	2.29		2.77
Ellsworth	1.41	2.14	2.88	3.48	1.79	1.76	1.48	1.97	1.78	2.04	1.61		2.03
Hudson	2.65	2.26	2.63	2.76	2.57	2.36	2.80	3.00	3.04	3.20	3.05		2.76
N. Richmond	3.83	4.16	3.48	3.58	2.45	3.74	3.22	2.34	2.73	2.95	3.73		3.29
Osceola	2.01	2.04	1.81	1.71	1.90	1.93	1.58	1.76	1.98	2.07	2.39		1.93
Prescott	3.89	3.99	3.79	3.43	2.56	3.82	2.12	4.11	3.68	3.68	2.75		3.44
River Falls	3.34	3.70	3.61	3.52	3.36	3.30	3.16	3.48	3.83	3.60	3.36		3.48
Roberts	4.87	5.35		4.86	4.61	4.61	4.42	4.06	3.88	4.08			4.53
Somerset	1.44	1.56	1.59	1.69	1.42	1.25	1.16	1.27	1.13	1.06	0.93		1.32
Spring Valley	2.23	2.24	2.25	2.28	1.98	2.04	2.00	1.97	1.96	1.96	1.81		2.07
Total - Members	2.95	3.16	2.78	3.00	2.66	2.78	2.44	2.59	2.63	2.58	2.35		2.72

January,2022	February	March	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	August	September	October	November	December,2022	<u>Total</u>
				3.09	2.75	2.66	2.45	2.60	0.92	0.71		2.17
1.33	1.53	1.49	1.32	1.48	1.28	1.26	1.09	1.09	1.10	0.88		1.26
1.80	1.65	1.78	2.15	2.12	2.32	2.03	1.81	2.08	1.92	1.91		1.96
0.45	0.45	0.17	0.30	0.33	0.27	0.21	0.21	0.09	0.01	0.23		0.25
1.50	1.54	2.12	2.50	2.06	2.62	2.19	1.97	1.40	2.00	1.81		1.97
0.55	0.82	0.91	0.94	1.25	1.21	1.10	0.97	1.01	1.01	1.01		0.98
				5.90	1.43				2.73			3.35
	4.17	1.57	1.74	3.91	5.57	4.11	3.66	4.23	4.82	1.30		3.51
				3.75	2.98	4.11	3.03	2.52	3.17	2.73		3.18
3.34	3.48	3.47	3.51	3.17	3.18	3.02	2.97	3.01	3.18	3.02		3.21
1.50	1.95	1.64	1.78	2.70	2.36	2.30	2.02	2.00	2.08	1.51		1.99
	,	'										
2.22	2.55	2.21	2.39	2.68	2.57	2.37	2.30	2.31	2.33	1.93		2.35
	1.33 1.80 0.45 1.50 0.55	1.33 1.53 1.80 1.65 0.45 0.45 1.50 1.54 0.55 0.82 4.17 3.34 3.48 1.50 1.95	1.33 1.53 1.49 1.80 1.65 1.78 0.45 0.45 0.17 1.50 1.54 2.12 0.55 0.82 0.91 4.17 1.57 3.34 3.48 3.47 1.50 1.95 1.64	1.33 1.53 1.49 1.32 1.80 1.65 1.78 2.15 0.45 0.45 0.17 0.30 1.50 1.54 2.12 2.50 0.55 0.82 0.91 0.94 4.17 1.57 1.74 3.34 3.48 3.47 3.51 1.50 1.95 1.64 1.78	3.09 1.33 1.53 1.49 1.32 1.48 1.80 1.65 1.78 2.15 2.12 0.45 0.45 0.17 0.30 0.33 1.50 1.54 2.12 2.50 2.06 0.55 0.82 0.91 0.94 1.25 5.90 4.17 1.57 1.74 3.91 3.75 3.34 3.48 3.47 3.51 3.17 1.50 1.95 1.64 1.78 2.70	3.09 2.75	3.09 2.75 2.66	3.09 2.75 2.66 2.45	3.09 2.75 2.66 2.45 2.60	3.09 2.75 2.66 2.45 2.60 0.92	3.09 2.75 2.66 2.45 2.60 0.92 0.71	3.09 2.75 2.66 2.45 2.60 0.92 0.71

WEST CENTRAL WISCONSIN BIOSOLIDS MEMBER AND NON-MEMBER SUMMARY BIOSOLIDS HAULING - POUNDS SOLIDS

MEMBERS	January,2022	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	August	September	October	November	December,2022	<u>Total</u>	% Mem	% Total
Amery	20,952	24,308	18,688	16,921	26,269	18,614	9,317	8,861	14,192	9,236	13,048		180,406	5.45	4.52
Baldwin	13,321	19,905	12,556	12,481	18,561	19,101	17,291	15,174	14,624	11,185	8,636		162,835	4.92	4.08
Ellsworth	10,422	11,183	18,224	16,976	12,255	16,677	9,542	12,636	10,289	13,169	13,111		144,485	4.36	3.62
Hudson	80,672	64,527	63,816	53,748	59,632	46,932	53,361	64,979	55,396	63,877	60,056		666,995	20.15	16.70
N. Richmond	62,855	64,072	59,062	67,878	58,668	73,827	60,996	52,204	50,354	39,972	69,102		658,991	19.91	16.50
Osceola	15,400	18,749	19,631	17,491	24,182	23,136	15,281	24,123	24,908	22,561	39,880		245,344	7.41	6.14
Prescott	12,452	22,822	17,014	15,620	17,450	23,957	12,845	21,269	16,837	14,474	12,816		187,556	5.67	4.70
River Falls	51,319	59,783	71,718	71,841	81,959	77,072	51,558	71,564	75,424	69,833	60,175		742,247	22.42	18.59
Roberts	9,131	4,383		8,373	11,456	8,612	6,767	7,329	10,857	9,826			76,733	2.32	1.92
Somerset	14,639	20,352	21,016	15,974	17,758	17,837	13,751	18,512	15,228	13,357	14,511		182,937	5.53	4.58
Spring Valley	4,361	7,389	6,706	5,582	6,517	7,395	5,006	6,453	5,077	6,421	1,158		62,067	1.87	1.55
Total - Members	295,524	317,473	308,431	302,885	334,707	333,161	255,715	303,105	293,186	273,914	292,494		3,310,596	100.00	82.89

NON-MEMBERS	January,2022	<u>February</u>	March	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	September	October	November	December,2022	<u>Total</u>	% Non-Mem	% Total
Eleva Strum					4,021	9,090	5,083	10,805	13,372	7,171	2,481		52,022	7.61	1.30
Plum City	1,736	2,965	3,173	2,782	2,697	2,314	3,205	2,825	2,113	2,113	1,698		27,621	4.04	0.69
Hammond	5,280	3,809	3,778	4,959	7,645	9,445	3,593	5,346	5,212	4,784	4,727		58,579	8.57	1.47
Travel Center of A	598	293	274	323	170	451	256	277	128	6	302		3,078	0.45	0.08
Mondovi	8,902	7,514	10,258	10,315	11,092	14,182	10,041	11,602	8,415	11,707	7,797		111,826	16.37	2.80
Pepin	3,626	4,311	3,483	3,964	6,620	8,473	5,659	5,199	5,927	5,316	4,575		57,153	8.37	1.43
Mazeppa					8,897	2,088				7,544			18,530	2.71	0.46
West Concord		2,305	821	2,766	1,891	2,884	2,065	3,845	2,068	2,531	1,948		23,124	3.38	0.58
Downsville					1,848	1,658	1,937	1,944	867	1,728	1,095		11,078	1.62	0.28
Lake City	28,911	27,617	38,006	31,604	32,292	29,960	23,699	27,760	24,908	27,459	27,950		320,167	46.86	8.02
Total - Non-Members	49,054	48,814	59,793	56,714	77,173	80,544	55,538	69,604	63,010	70,361	52,572		683,177	100.00	17.11
		•				•	•								

413,706 311,253

Total - POUNDS

344,578 366,288

368,224 359,599

411,880

372,709 356,196

344,275

345,066

3,993,773

100.00

Solids

	%	vin %	orth % s	% uo	s puou	ola %	Prescott % Solids	Falls ids	rts %	rset %	g , , s	Eleva Strum % Solids	Plum City % Solids	% puou	I irs of A ids	ovi %	%_ \$	opa %	ord %	Downsville % Solids	City %
Date	% Amery Solids	% Baldwin Solids	% Ellsworth Solids	% Hudson Solids	New % Richmond Solids	% Osceola Solids	» Presc Solid	% River Falls % Solids	% Roberts % Solids	% Somerset %	Spring % Valley % Solids	» Eleva % Sol	» Solid	% Hammond % Solids	Travel % Centers % Solids	% Solids	% Pepin % Solids	Mazeppa Solids	West % Concord % Solids	Down Sol	Lake City Solids
11/01/2022	1.21		1.87	3.03	1.06	2.46		3.53						1.84			1.03				2.95
11/02/2022	2.22			3.15	2.05	2.43	4.93			1.48			0.96								3.01
11/03/2022				3.09	3.80			3.23		1.07		0.86									
11/04/2022		2.37		3.12	4.33	2.19		3.29		1.05						2.08	1.10				
11/05/2022																					
11/06/2022																					
11/07/2022				2.98	3.68	2.42	2.61	3.20		1.14						1.32					2.90
11/08/2022			2.22	3.03	5.68	2.44		3.12		0.42				2.02	0.18				0.50		
11/09/2022	0.67			3.06	5.02			3.02		0.56		0.99	0.89								3.19
11/10/2022		2.28		2.86	6.33	2.32	2.74			0.35		0.31									2.97
11/11/2022		2.22		2.89	3.56	2.34		3.21								2.71	1.09				
11/12/2022																					
11/13/2022																					
11/14/2022				3.23	3.84	2.26	1.83	3.20		1.02	1.81					1.40				2.73	2.92
11/15/2022			1.37	3.00	5.12	2.27		3.29		0.67		0.66		1.94							3.16
11/16/2022	2.73			3.00	8.32			3.35		0.26		1.02	0.80				0.86				2.95
11/17/2022	4.32	2.42		2.99			3.32	3.36													3.07
11/18/2022		2.48		2.86				3.30								2.05	0.99				
11/19/2022																					
11/20/2022																					
11/21/2022				3.07	2.07	2.76	2.18	3.38		1.25						1.89					3.12
11/22/2022			1.25	3.13	3.37	2.33		3.36		1.23					0.29						
11/23/2022		1.99			2.95	2.42		3.40		1.24											2.93
11/24/2022																					
11/25/2022				3.05	2.95	2.42															
11/26/2022																					
11/27/2022																					
11/28/2022	0.40		1.46	3.11	2.84	2.63	2.57	4.34		1.75						1.60			3.38		2.92
11/29/2022			1.69	3.21	4.93	2.34		3.61		1.84				1.85							3.03
11/30/2022	2.66			3.22	6.16	2.26		3.42		1.77							0.98				3.23
Minimum	0.40	1.99	1.25	2.86	1.06	2.19	1.83	3.02		0.26	1.81	0.31	0.80	1.84	0.18	1.32	0.86		0.50	2.73	2.90
Maximum	4.32	2.48	2.22	3.23	8.32	2.76	4.93	4.34		1.84	1.81	1.02	0.96	2.02	0.29	2.71	1.10		3.38	2.73	3.23
Average	2.03	2.29	1.64	3.05	4.11	2.39	2.88	3.37		1.07	1.81	0.77	0.88	1.91	0.24	1.86	1.01		1.94	2.73	3.03

Biosolids Flow

	Amery Volume	Baldwin Volume	Ellsworth Volume	Hudson Volume	New Richmond Volume	Osceola Volume	Prescott Volume	River Falls Volume	Roberts Volume	Somerset Volume	Spring Valley Volume	Eleva Strum Volume	Plum City Volume	Hammond Volume	Travel Centers of A Volume	Mondovi Volume	Pepin Volume	Mazeppa Volume	West Concord Volume	Downsville Volume	Lake City Volume	Total Member Volume	Total Non-Member Volume	Total Volume
Date	F S Gal	gal Gal	⊞ S Gal	₹ S Gal	Rich Volu	ő ۶ Gal	Gal	É S Gal	& S Gal	တ္တ S Gal	တ် နို S Gal	≝ S Gal	급 S Gal	₽S Gal	ဠိ ဗီ S Gal	ĕ S Gal	a S Gal	≌ S Gal	≆ ວິ S Gal	Gal	g S Gal	P ≝ S Gal	P ≥ S Gal	P S Gal
11/01/2022	7,547		15,370	6,544	7,739	15,267		7,746						7,291			7,559				5,756	60,213	20,606	80,819
11/02/2022	7,562			12,970	7,744	7,554	7,713			14,965			7,662								11,729	58,508	19,391	77,899
11/03/2022				12,752	22,820			23,296		14,735		7,782										73,603	7,782	81,385
11/04/2022		7,557		11,955	7,499	14,848		7,758		7,550						7,545	7,792					57,167	15,337	72,504
11/05/2022																								
11/06/2022																								
11/07/2022				13,346	14,086	7,375	7,701	15,239		15,092						7,657					5,837	72,839	13,494	86,333
11/08/2022			23,023	18,994	7,533	7,483		7,796		7,502				7,483	7,689				5,820			72,331	20,992	93,323
11/09/2022	15,569			5,887	7,571			7,193		7,406		7,739	7,708								11,897	43,626	27,344	70,970
11/10/2022		7,636		16,663	14,747	7,655	7,713			7,672		7,739									5,710	62,086	13,449	75,535
11/11/2022		7,571		4,354	7,696	6,980		23,013								7,691	15,538					49,614	23,229	72,843
11/12/2022																								
11/13/2022																								
11/14/2022				6,663	15,368	75,631	7,758	7,310		15,090	7,674					7,607				4,810	5,830	135,494	18,247	153,741
11/15/2022			15,214	12,632	12,673	7,655		15,595		7,511		7,739		7,418							5,749	71,280	20,906	92,186
11/16/2022	15,505			11,780	7,420			7,806		15,287		7,727	7,677				7,552				6,165	57,798	29,121	86,919
11/17/2022	7,698	7,669		6,343			7,612	15,557													11,476	44,879	11,476	56,355
11/18/2022		7,708		6,295				7,727								4,757	7,722					21,730	12,479	34,209
11/19/2022																								
11/20/2022																								
11/21/2022				13,427	15,471	7,679	6,910	14,824		7,578						7,651					4,529	65,889	12,180	78,069
11/22/2022			15,463	24,270	7,698	7,624		15,240		15,173					7,696							85,468	7,696	93,164
11/23/2022		6,908			7,717	7,634		7,725		7,399											11,935	37,383	11,935	49,318
11/24/2022																								
11/25/2022				5,741	7,725	7,622																21,088		21,088
11/26/2022																								
11/27/2022																								
11/28/2022	7,622		7,679	13,370	7,662	7,614	7,734	14,917		7,435						7,490			6,048		5,919	74,033	19,457	93,490
11/29/2022			15,370	18,330	15,149	7,725		7,820		7,432				7,435							5,744	71,826	13,179	85,005
11/30/2022	15,591			12,511	7,519	7,641		7,475		7,102							7,576				11,955	57,839	19,531	77,370
Minimum	7,547									7,102	7,674	7,727		7,291	7,689		7,552		5,820	4,810	4,529	21,088	7,696	21,088
Maximum	15,591					75,631		23,296		15,287	7,674	7,782		7,483			15,538		6,048		11,955	135,494	29,121	153,741
Total	77,094					203,987		214,037		164,929	7,674		23,047	29,627		50,398			11,868		110,231	1,294,694	337,831	1,632,525
Average	11,013	7,508	15,353	11,741	10,623	12,749	7,592	11,891		10,308	7,674	7,745	7,682	7,407	7,693	7,200	8,957		5,934	4,810	7,874	61,652	16,892	77,739

Biosolids pH

	Amery pH	Baldwin pH	Ellsworth pH	Hd uospnH	New Richmond pH	Osceola pH	Prescott pH	River Falls pH	Roberts pH	Somerset pH	Spring Valley pH	a Strum	Plum City pH	Hammond pH	Travel Center of A pH	Mondovi pH	Pepin pH	Магерра рН	West Concord pH	Downsville pH	Lake City pH
Date	SU A M A	OS Balc	SU	PI SU	NS New Rict	su SU	SN P	SU Sign	SU Bob	nos O	SD PH PH	S Eleva (SU Plur	US Нап	S Trav	SU SU	SU SU	US Maz	S Wes	SU PH PH	US Lak
11/01/2022	6.29		7.03	7.40	5.34	7.12		5.89						6.55			6.98				7.17
11/02/2022	6.35			7.43	5.34	7.10	6.55			6.42			7.37								7.18
11/03/2022				7.43	5.31			5.98		6.47		7.46									
11/04/2022		6.76		7.39	5.44	7.11		6.00		6.54						7.06	7.08				
11/05/2022																					
11/06/2022																					
11/07/2022				7.45	5.49	7.20	6.62	6.10		6.63						7.16					7.32
11/08/2022			6.97	7.44	5.24	7.13		5.96		6.28				6.55	7.34				7.32		
11/09/2022	6.63			7.34	5.46			6.13		6.73		7.44	7.43								7.28
11/10/2022		7.00		7.41	5.17	7.07	6.69			6.81		7.48									7.11
11/11/2022		7.20		7.38	5.52	6.97		5.99								7.03	7.06				
11/12/2022																					
11/13/2022																					
11/14/2022				7.27	5.50	7.16	6.67	6.02		7.01	6.58					7.05				6.63	7.32
11/15/2022			7.26	7.43	5.35	7.17		6.05		6.99		7.33		6.51							7.22
11/16/2022	6.36			7.39	5.32			6.07		7.17		7.19	7.38				6.88				7.18
11/17/2022	6.17	7.30		7.29			6.66	6.02													7.17
11/18/2022		7.11		7.33				5.95								7.01	6.93				
11/19/2022																					
11/20/2022																					
11/21/2022				7.42	5.87	7.21	6.81	6.18		6.59						7.23					7.33
11/22/2022			7.26	7.43	5.70	7.22		6.08		6.58					7.48						
11/23/2022		6.86			5.56	7.04		5.88		6.23											6.87
11/24/2022																					
11/25/2022				7.33	5.56	7.04															
11/26/2022																					
11/27/2022																					
11/28/2022	6.67		7.15	7.35	5.66	7.16	6.61	6.06		6.32						6.98			7.57		7.24
11/29/2022			7.06	7.33	5.56	7.10		6.01		6.29				6.53							7.27
11/30/2022	6.36			7.33	5.53	7.13		6.04		6.31							7.07				7.31
Minimum	6.17	6.76	6.97	7.27	5.17	6.97	6.55	5.88		6.23	6.58	7.19	7.37	6.51	7.34	6.98	6.88		7.32	6.63	6.87
Maximum	6.67	7.30	7.26	7.45	5.87	7.22	6.81	6.18		7.17	6.58	7.48	7.43	6.55	7.48	7.23	7.08		7.57	6.63	7.33
Average	6.40	7.04	7.12	7.38	5.47	7.12	6.66	6.02		6.59	6.58	7.38	7.39	6.54	7.41	7.07	7.00		7.45	6.63	7.21

Biosolids Pounds

	Amery Biosolids	Baldwin Biosolids	Ellsworth Biosolids	Hudson Biosolids	New Richmond Biosolids	Osceola Biosolids	Prescott Biosolids	River Falls Biosolids	Roberts Biosolids	Somerset Biosolids	Spring Valley Biosolids	Eleva Strum Biosolids	Plum City Biosolids	Hammond Biosolids	Travel Centers of A Biosolids	Mondovi Biosolids	Pepin Biosolids	Mazeppa Biosolids	West Concord Biosolids	Downsville Biosolids	Lake City Biosolids	Total Member Biosolids	Total Non-Member Biosolids	Total Biosolids
Date	Sdl Bi	Bi Bi Ibs	⊞ mä Ibs	∃ä lbs	lbs	lbs	lbs	iž iš Ibs	lbs	ა i <u>ĕ</u> Sdl	lps ≅ ≼ ⊗	iii iiii Ibs	Ēä Ibs	lbs B H	lbs ⊔	Bi⊠ Bi⊠	B is a libs	Biğ İbs	lbs ⊗	∐bs	B E	lbs	lbs P N mã	은 蓝 lbs
11/01/2022	762		2,397	1,654	684	3,132		2,280						1,119			649				1,416	10,909	3,184	14,094
11/02/2022	1,400			3,407	1,324	1,531	3,171			1,847			613								2,944	12,681	3,558	16,239
11/03/2022				3,286	7,232			6,276		1,315		558										18,109	558	18,667
11/04/2022		1,494		3,111	2,708	2,712		2,129		661						1,309	715					12,814	2,024	14,838
11/05/2022																								
11/06/2022																								
11/07/2022				3,317	4,323	1,488	1,676	4,067		1,435						843					1,412	16,307	2,255	18,561
11/08/2022			4,263	4,800	3,568	1,523		2,029		263				1,261	115				243			16,445	1,619	18,064
11/09/2022	870			1,502	3,170			1,812		346		639	572								3,165	7,700	4,376	12,076
11/10/2022		1,452		3,975	7,785	1,481	1,763			224		200									1,414	16,679	1,614	18,294
11/11/2022		1,402		1,049	2,285	1,362		6,161								1,738	1,412					12,259	3,151	15,410
11/12/2022																								
11/13/2022																								
11/14/2022				1,795	4,922	14,255	1,184	1,951		1,284	1,158					888				1,095	1,420	26,549	3,403	29,952
11/15/2022			1,738	3,161	5,411	1,449		4,279		420		426		1,200							1,515	16,458	3,141	19,600
11/16/2022	3,530			2,947	5,149			2,181		331		657	512				542				1,517	14,139	3,228	17,367
11/17/2022	2,773	1,548		1,582			2,108	4,359													2,938	12,370	2,938	15,308
11/18/2022		1,594		1,502				2,127								813	638					5,222	1,451	6,673
11/19/2022																								
11/20/2022																								
11/21/2022				3,438	2,671	1,768	1,256			790						1,206					1,178	14,101	2,384	16,486
11/22/2022			1,612	6,335	2,164	1,482		4,271		1,556					186							17,420	186	17,606
11/23/2022		1,146			1,899	1,541		2,191		765											2,916	7,542	2,916	10,458
11/24/2022																								
11/25/2022				1,460	1,901	1,538																1,460		1,460
11/26/2022																								
11/27/2022																								
11/28/2022	254		935	3,468	1,815		1,658			1,085						999			1,705		1,441	16,284	4,146	20,430
11/29/2022			2,166	4,907	6,229	1,508		2,354		1,140				1,147							1,452	18,305	2,599	20,903
11/30/2022	3,459			3,360	3,863	1,440		2,132		1,048							619				3,220	15,302	3,840	19,142
Minimum	254	1,146	935	1,049	684	1,362	1,184	1,812		224	1,158	200	512	1,119	115	813	542		243	1,095	1,178	1,460	186	1,460
Maximum	3,530	1,594	4,263	6,335	7,785	14,255	3,171	6,276		1,847	1,158	657	613	1,261	186	1,738	1,412		1,705	1,095	3,220	26,549	4,376	29,952
Total	13,048	8,636	13,111	60,056	69,102	39,880	12,816	60,175		14,511	1,158	2,481	1,698	4,727	302	7,797	4,575		1,948	1,095	27,950	289,055	52,572	341,627
Average	1,864	1,439	2,185	3,003	3,637	2,493	1,831	3,343		907	1,158	496	566	1,182	151	1,114	763		974	1,095	1,996	13,765	2,629	16,268

Daily Load Count November 2022

	Amery Daily Loads	Baldwin Daily Loads	Ellsworth Daily Loads	Hudson Daily Loads	New Richmond Daily Loads	Osceola Daily Loads	Prescott Daily Loads	River Falls Daily Loads	Roberts Daily Loads	Somerset Daily Loads Spring Valley Daily Loads	Eleva Strum Daily Loads	Plum City Daily Loads	Hammond Daily Loads	Travel Centers of A Daily Loads	Mondovi Daily Loads	Pepin Daily Loads Mazeppa Daily Loads	West Concord Daily Loads	Downsville Daily Loads	Lake City Daily Loads	l Iber Is	Total Non-Member Loads	Total Loads
	Ame Loac	Bald Daily	Ellsv Daily	Huds Daily	New Rich Dail	Osce Daily	Pres Daily	Rive Daily	Robe Daily	Som Daily Sprii	Elev Daily	Plun Daily	Ham Daily	Trav Cent Daily	Mon Daily	Pepi Loac Maze Daily	West Conc Daily	Dow Daily	Lake Daily	Total Member Loads	Tota F Non- Load	, Tota
Date	#	#	#	#	#	#	#	#	#	# #	#	#	#	#	#	# #	#	#	#	#	#	#
11/01/2022	1		2		1	2		1					1			1			1	8	3	11
11/02/2022	1			2		1	1			2		1							2	8	3	11
11/03/2022				2	3			3		2	1									10	1	11
11/04/2022		1		2	1	2		1		1					1	1				8	2	10
11/05/2022																						
11/06/2022																						
11/07/2022				2	2	1	1	2		2					1				1	10	2	12
11/08/2022			3	3	1	1		1		1			1	1			1			10	3	13
11/09/2022	2			1	1			1		1	1	1							2	6	4	10
11/10/2022		1		3	2	1	1			1	1								1	9	2	11
11/11/2022		1		1	1	1		3							1	2				7	3	10
11/12/2022																						
11/13/2022																						
11/14/2022				1	2	1	1	1		2	1				1			1	1	9	3	12
11/15/2022			2	2	2	1		2		1	1		1						1	10	3	13
11/16/2022	2			2	1			1		2	1	1				1			1	8	4	12 8
11/17/2022	1	1		1			1	2											2	6	2	8
11/18/2022		1		1				1							1	1				3	2	5
11/19/2022																						-
11/20/2022																						-
11/21/2022				2	2	1	1	2		1					1				1	9	2	11
11/22/2022			2	4	1	1		2		2				1						12	1	13
11/23/2022		1			1	1		1		1									2	5	2	7
11/24/2022																						
11/25/2022				1	1	1														3		3
11/26/2022																						
11/27/2022																						
11/28/2022	1		1	2	1	1	1	2		1					1		1		1	10	3	13
11/29/2022			2	3	2	1		1		1			1						1	10	2	12
11/30/2022	2		_	2		1		1		1			<u> </u>			1			2	8	3	11
																					-	
Minimum	1	1	1	1	1	1	1	1		1	1 1	1		1	1	1	1	1	1	3	1	3
Maximum	2	1	3	4	3	2	1	3		2	1 1	1	1	1	1	2	1	1	2	12		13
Total	10	6	12	38	27	18	7	28		22	1 5	3	4	2	7	7	2	1	19	169	50	219
Average	1	1	2	2	1	1	1	2		1	1 1	1	1	1	1	1	1	1	1	8	3	10

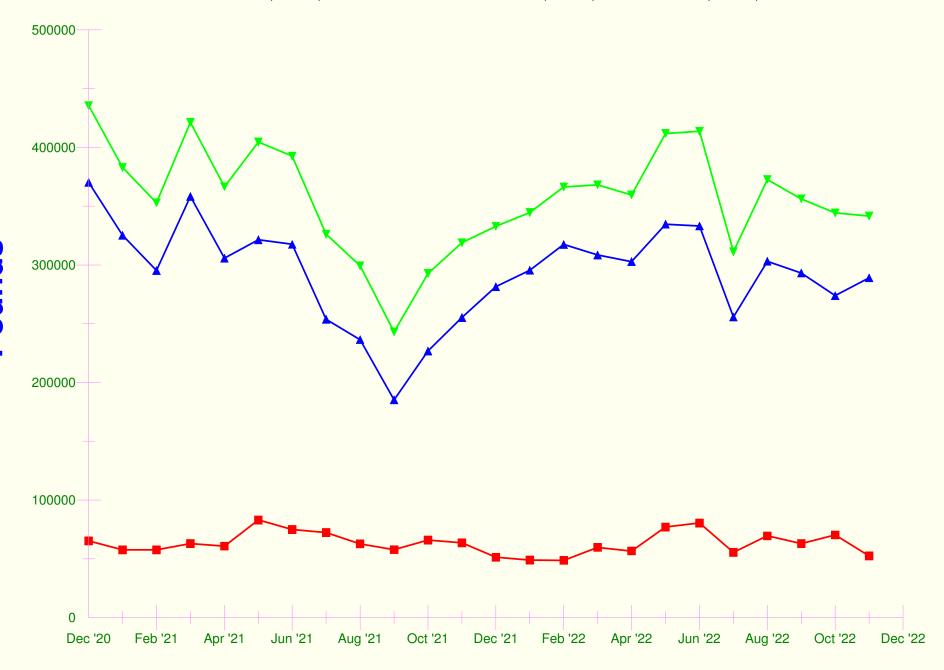
Truckloads / Total Member Loads (Mo Tot) / Total Non-Member Loads (Mo Tot) / Total Loads (Mo Tot) 300 250 200 # 150 100 50 0 Dec '20 Feb '21 Apr '21 Jun '21 Aug '21 Oct '21 Dec '21 Feb '22 Apr '22 Jun '22 Aug '22 Oct '22 Dec '22

Date (12/01/2020 to 11/30/2022)

WIMS (WCW Biosolids)
Total Truckloads

▲ Total Member Biosolids (Mo Tot)

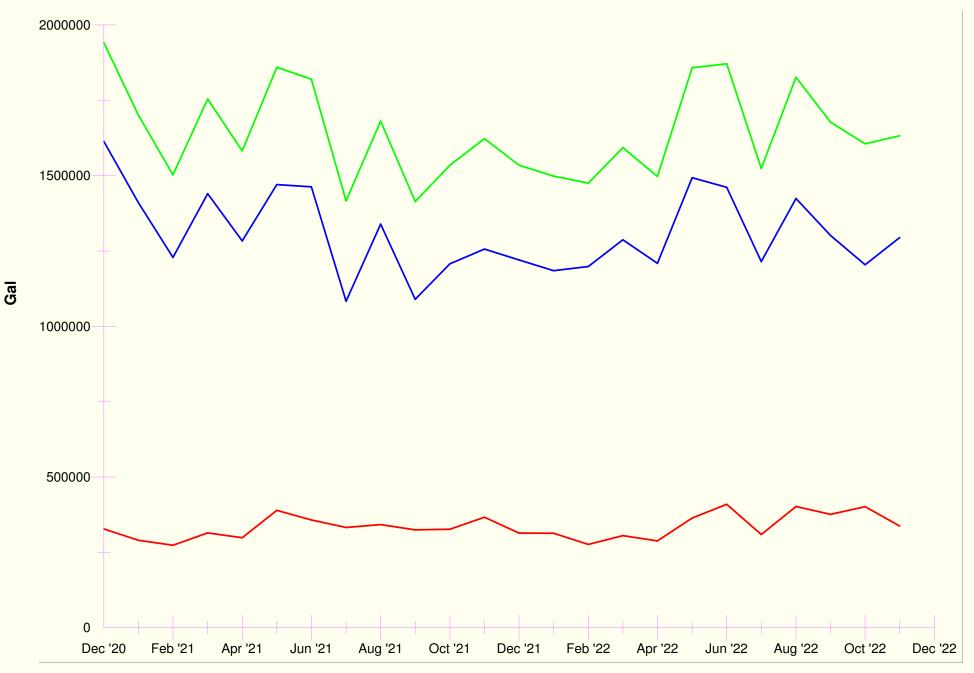
■ Total Non-Member Biosolids (Mo Tot) ▼ Total Biosolids (Mo Tot)



Date (12/01/2020 to 11/30/2022)

WIMS (WCW Biosolids) 24 month pounds / Total Member Volume (Mo Tot)

✓ Total Non-Member Volume (Mo Tot) / Total Volume (Mo Tot)



Project Status Report



Sludge Receiving Improvements

West Central Wisconsin Biosolids Commission Donohue Project Number – 14050

Period | October 23, 2022 through November 19, 2022 Invoice | 14050-08

Important Project Notes

Project has been modified from the original scope to include additional buried tanks under the proposed sludge receiving structure along with new tank recirculation and sludge / centrate transfer systems.

The Centrate fill concept has been modified to eliminate the flush pump and utilize the Centrate Pump as a dual purpose pump to (1) flush the tanker and (2) fill the tanker. Piping, electrical, and controls modifications have been updated.

Activities This Period

- Completed Final Documents
- Internal QA/QC Review
- Adjust design drawings to accommodate updated centrate filling process

Near-Term Activities

- Issue Final Design Documents for Review
- Final Design Workshop
- Bidding

Schedule

The design scheduled has been shifted back from the previous completion date. The completed design is now scheduled to be delivered on or around December 15, 2022.



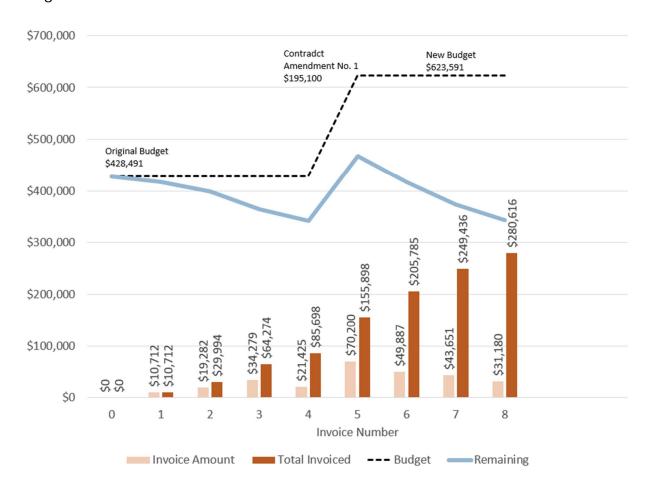
Project Status Report

Sludge Receiving Improvements

West Central Wisconsin Biosolids Commission Donohue Project Number – 14050

Period | October 23, 2022 through November 19, 2022 Invoice | 14050-08

Budget



Budget Notes:

1. Approximately 45.0% of the overall Project budget has been expended. This budget analysis includes Contract Amendment No. 1 for the additional tankage.

Outstanding Issues

None

Remarks

1. None

INVOICE



3311 Weeden Creek Road Sheboygan, WI 53081 Phone: 920-208-0296

www.donohue-associates.com

Invoice To:

West Central Wisconsin Biosolids Facility Commission

Attention: Randy Lindquist

677 E. Bio Avenue

Ellsworth, WI 54011

Invoice Date: November 25, 2022

Donohue Project No.:14050Invoice No:14050-08Project Manager:Eric LynneTerms:Net 30 Days

Billing Period: 10/23/22 - 11/19/22

Project Description: Phase 0.5 - Sludge Receiving Improvements

Your Authorization: Engineering Services Agreement, Signed 02/21/22

Amendment No. 1, Signed 07/11/22

Compensation: Lump Sum \$ 428,491.00

Lump Sum \$ 195,100.00

Total \$ 623,591.00

Billing Summary: Current Charges

Percent Complete 45.0% Fee Earned \$ 280,615.95

Charges Previously Billed \$ 249,436.40

Total \$ 31,179.55

Current Charges Due \$ 31,179.55

Please Remit to: Donohue & Associates, Inc.

3311 Weeden Creek Road Sheboygan, WI 53081 Phone: 920-208-0296 Fax: 920-208-0402

Aged Receivables											
<u>Current</u>	31 - 60 Days	61 - 90 Days	<u>91 - 120 days</u>	>120 days							
\$31,179.55	\$0.00	\$0.00	\$0.00	\$0.00							



ENGINEERING SERVICES AGREEMENT

Biosolids Drying Improvements (Project)

This Agreement is by and between:	
West Central Wisconsin Biosolids Facility Commission (677 E Bio Avenue Ellsworth, WI 54011	Owner)
and	
Donohue & Associates, Inc. (Donohue) 3311 Weeden Creek Rd Sheboygan, WI 53081	
Who agree as follows:	
Owner hereby engages Donohue to perform the Service in Part III. Donohue will be authorized to commence Agreement from Owner. Owner and Donohue agree through IV attached, constitute the entire agreement for	the Services upon execution and receipt of this that this signature page, together with Parts I
APPROVED FOR OWNER	APPROVED FOR DONOHUE
By:	Ву:
Printed Name:	Printed Name: <u>Mike Gerbitz, PE</u>
Title:	Title: Senior Vice President
Date:	Date:

PART I PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

Purpose

Provide funding administration services for Phase 0.5 (Receiving Improvements).

Produce conceptual level Phase 1.0 (Biosolids Drying Improvements) layouts in order to identify revised utility costs for members.

Design components shall include:

- Dewatered biosolids conveyance and storage from the current centrifuges
- Biosolids heat or evaporative drying systems
- Dried product conveyance
- Dust mitigation
- Odor mitigation
- Chemical feed improvements
- Backup power improvements
- Electrical, controls, and ventilation modifications associated with the above processes

Approach

The Project Manager, Eric Lynne, will be the person responsible for leading the Donohue Team to a successful outcome. His objectives as Project Manager are to 1] understand and communicate Owner requirements and preferences to the Donohue Team; 2] manage the quality, schedule, and cost of Design, and Bidding Phase services; and 3] clearly, regularly, and accurately communicate Project status to the Owner and Donohue Team.

Workflow

Donohue will conduct three workshops throughout the Conceptual Design Phase to facilitate information sharing; collaboration; and understanding preferences and requirements.

The "Right" Solutions

A Project is most successful if it reflects the preferences and requirements of the people that operate and pay for it. Donohue will collaborate with the Owner throughout the Project to produce reliable, actionable information the Owner needs to make well-conceived, cost-effective decisions, outline well-conceived construction sequencing constraints and strategies, and accurately price the work to avoid cost surprises. Much of this collaboration will occur in information-sharing workshops, on-site meetings, or web-based meetings.

Quality Assurance and Control (QA/QC)

Donohue will execute this Project in accordance with its QA/QC Policy, reviewing deliverables before submitting them to the Owner or other reviewing agency. Reviewers will be senior engineers or operations specialists qualified to perform their respective reviews. All deliverables will be reviewed and issued by the Project Manager.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

General Matters

- 1. Produce Conceptual Layout drawings using an AutoCAD software. Final agreed upon layouts will be converted to a 3D rendering to facilitate stakeholder understanding.
- 2. Work with Owner's existing rate worksheet to adjust capital and operating expenses as initial assessment for changes to member and non-member rates for Phase 1.0.

Funding Assistance

- 1. Assist facility to answer technical questions related to Phase 0.5 project as part of private loan borrowing.
- 2. Conduct financial administration for EPA STAG Grant. Setup online account, complete application, and remit invoices for reimbursement.

Conceptual Design Phase

Description	Services							
Kickoff Meeting Initiate Project and Define Project Objectives, Requirements, and Preferences	Prepare for, conduct, and document a Kickoff Meeting to review and discuss the Owner's objectives, requirements, preferences, and expectations; critical success factors; the scope of services; the schedule, and the Request for Information. Deliverables Agenda Meeting Notes							
Produce Initial Process Design Basis	Document unit process and major process equipment sizes and capacities. Document operating strategies for the major unit processes.							
	Design basis will highlight the capacity impact with and without River Falls, and the growth expected in the service area.							
	An important facet of the design basis will be quantifying the volume and handling of excess water from the drying process water (from evaporation, cooling systems, and wash water).							
Develop Flow Schematics and Physical Layouts	Produce <i>initial</i> flow schematics and physical layout drawings. A primary purpose of these early-design deliverables is to accommodate Owner review and foster Owner input and direction, and minimizing the investment of calendar time and engineering							

	resources on process configurations and physical layouts that do not adequately satisfy Owner requirements and preferences.									
	These layouts will be complimented with proposed equipment sizes from two vendors.									
Workshop 1	Prepare for, conduct, and document a Workshop to review the conceptual schematics, layout drawings, process design basis. Refine these work elements to incorporate Owner preferences and requirements discussed at this Workshop.									
	<u>Deliverables</u>									
	AgendaHandout MaterialsMeeting Notes									
Produce Conceptual Design	Produce a Conceptual Design that addresses Owner decisions and direction from Workshop 1 and documents the revised unit process sizes, orientation, configurations and operation strategies.									
	Summarize changes to current costs to accurately update the charges required to construct and operate the improvements. Draft a rate summary for each member and non-member.									
	<u>Deliverables</u>									
	Design BasisConceptual Layouts									
	Conceptual Flowsheets									
	Conceptual Motor ListConceptual Operational Strategies									
	Capital and Operational Costs									
Workshop 2	Prepare for, conduct, and document a Workshop to review the Conceptual Design. Refine these work elements to incorporate Owner preferences and requirements discussed at this Workshop.									
	<u>Deliverables</u>									
	Agenda									
	Handout MaterialsMeeting Notes									
Present to Commission	Summarize the Phase 1.0 improvements project, costs, and timing at the April Commission meeting, or a special all-member meeting.									
Produce and Submit	Pending member agreeance to proceed:									
Procurement Documents	Produce draft equipment procurement documents to solicit competitive pricing for the drying system.									
	Evaluate vendor pricing and develop a recommendation for award.									

This process enables improved cooperation from the vendor to the design team as each system is customized to the end user, and with a committed buyer, the vendors are more willing to share critical information to generate more accurate bid documents.

Deliverables

Dryer system recommendation for award

C. PROJECT TIMING

- 1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Conceptual design documents will be provided to the Owner 4 months after contract execution.
- 2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner the record drawings and other construction phase deliverables defined under Scope of Services.

PART II OWNER RESPONSIBILITIES

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
 - 1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 - Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 - 3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
 - 4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
 - 5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$102,190.
- B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

- 1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.
- 2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.
- **3.** HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.
- **4. SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.
- **5. DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.
- **6. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

- **7. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.
- 8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.
- **9. CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.
- **10. BETTERMENT.** If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
- 11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.
- 12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

- 14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.
- **15. ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.
- **16. RECORDS RETENTION.** Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.
- **17. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- **18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.
- **19. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.
- **20. STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
- **21. DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.
- **22. CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.
- **23. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- **24. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- **25. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- **26. SURVIVAL**. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Attachment A: Engineering Services Fee Worksheet

1.1.2 Funding - Application and Administration for Phase 0.5 (Private + EPA Grant) 2 40 9 40 9 9,630 <th></th> <th colspan="2">PM</th> <th>QC</th> <th colspan="2">Process</th> <th colspan="2">Architectural/Structural</th> <th colspan="2">Electrical</th> <th>Con</th> <th>ntrols</th> <th colspan="2">Mechanical</th> <th>Civil</th> <th colspan="2">Support</th> <th colspan="3">Costs</th>		PM		QC	Process		Architectural/Structural		Electrical		Con	ntrols	Mechanical		Civil	Support		Costs		
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	Labor Cost by Role	\$260	\$4,875	\$2,990	\$6,435	\$5,720	\$1,170	\$1,600	\$1,890	\$3,045	\$1,890	\$3,045	\$1,840	\$2,600	\$3,045	\$4,320				
	Project Totals	1	25		33	44	6	10		21	9		8	20	21	48	228.0	\$38,520	\$570	\$102,190

Phase 300 Metrics

Target Construction Cost \$16,200,000 Phase 0.5 Funding \$9,630 0.1% Phase 1.0 Conceptual Design \$92,560 0.6% **Estimated Final Design \$900,000 5.6% **Estimated Funding and Bidding Assistance \$80,000 0.5% Total Engineering Services
Total Project Phase 1.0 Cost \$1,082,190 \$18,364,380

Phase 400 Metrics

2024 Construction Phase Engineering Services - TBD
Depends on selected design complexity
and on-site requirements
Estimated at \$1,000,000+