



**Town of Greenville, Outagamie County, WI  
NOTICE OF THE SANITARY DISTRICT #1 MEETING**

**DATE:** Monday, January 14, 2019  
**TIME:** Immediately Following Town Board  
**LOCATION:** Greenville Town Hall, W6860 Parkview Drive, Greenville, WI 54942

**OPENING:**

1. Call to Order/Roll Call

**PRESENTATIONS & PUBLIC FORUM:**

2. Public Hearings: NONE

3. Presentations: NONE

4. Public Comment Forum:

*Members of the public are welcome to address the Sanitary District/Storm Water Utility. Individuals wishing to speak on an item (whether on the agenda or not) must sign in prior to the start of the meeting and may speak during the Public Comment Forum segment of the meeting. **This segment is placed early in the agenda so the public may make their comments prior to any discussion or action by the Sanitary District/Storm Water Utility.** Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. Once the public input segment ends there will be no additional discussion from the audience. The Board may suspend this rule if deemed necessary.*

***Note regarding non-agenda Town related matters: Pursuant to WI Statutes 19.83(2) and 19.84(2), the public may present matters; however, they cannot be discussed or acted upon until specific notice of the subject matter of the proposed action can be given.***

**SANITARY DISTRICT #1 BUSINESS AGENDA:**

*Notice is hereby given that the Greenville Town Board may take action on any item listed within this agenda.*

5. Consent Agenda:

*(Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Supervisor and addressed immediately following the motion to approve the other items on the Consent Agenda.)*

- a. Approval of Sanitary District #1 Meeting Minutes, December 17, 2018
- b. Approval of January 2019 Sanitary District #1 Vouchers.
- c. Routine Reports.
  - i. Water Superintendent
  - ii. Fox West Regional Sewerage Commission Minutes.
- d. Pay Request #3 – Immel Excavation for Water & Sewer Installation at Well 5.
- e. Authorization to Purchase Well 5 Backup Generator.

**6. Unfinished Business for Discussion & Possible Action: NONE**

**7. New Business for Discussion & Possible Action: NONE**

**CLOSING:**

**8. Adjournment**

Wendy Helgeson, Town Clerk  
Dated/Posted: January 10, 2019



**Town of Greenville, Outagamie County, WI  
SANITARY DISTRICT #1 MEETING MINUTES**

**DATE:** Monday, December 17, 2018  
**TIME:** Immediately Following Town Board  
**LOCATION:** Greenville Town Hall, W6860 Parkview Drive, Greenville, WI 54942

**OPENING:**

**1. Call to Order/Roll Call**

The meeting was called to order at 8:07 p.m.

PRESENT: Jack Anderson, Dean Culbertson, Mike Woods

EXCUSED: Andy Peters, Mark Strobel

**PRESENTATIONS & PUBLIC FORUM:**

**2. Public Hearings: NONE**

**3. Presentations: NONE**

**4. Public Comment Forum:**

*Members of the public are welcome to address the Sanitary District/Storm Water Utility. Individuals wishing to speak on an item (whether on the agenda or not) must sign in prior to the start of the meeting and may speak during the Public Comment Forum segment of the meeting. **This segment is placed early in the agenda so the public may make their comments prior to any discussion or action by the Sanitary District/Storm Water Utility.** Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. Once the public input segment ends there will be no additional discussion from the audience. The Board may suspend this rule if deemed necessary.*

***Note regarding non-agenda Town related matters: Pursuant to WI Statutes 19.83(2) and 19.84(2), the public may present matters; however, they cannot be discussed or acted upon until specific notice of the subject matter of the proposed action can be given.***

Motion by Jack Anderson, second by Mike Woods to close the public comment forum.

Motion carried 3-0.

**SANITARY DISTRICT #1 BUSINESS AGENDA:**

*Notice is hereby given that the Greenville Town Board may take action on any item listed within this agenda.*

**5. Consent Agenda:**

*(Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Supervisor and addressed immediately following the motion to approve the other items on the Consent Agenda.)*

- a. Approval of Sanitary District #1 Meeting Minutes, November 12, 2018
- b. Approval of December Sanitary District #1 Vouchers.
- c. Routine Reports.
  - i. Water Superintendent
  - ii. Fox West Regional Sewerage Commission Minutes.

Motion by Dean Culbertson, second by Jack Anderson to approve the consent agenda.  
Motion carried 3-0.

**6. Unfinished Business for Discussion & Possible Action: NONE**

**7. New Business for Discussion & Possible Action:**

- a. Pay Request No. 7 – Midwest Well Services, Inc. – Well #5 Project.  
Motion by Jack Anderson, second by Dean Culbertson to approve the No.7 payment of \$7,866.00 for the drilling of Well 5. Motion carried 3-0.
- b. Pay Request No. 2 – Robert J. Immel Excavating, Inc. – Water & Sewer Extension.  
Motion by Mike Woods, second by Dean Culbertson to approve payment No. 2 of \$192,169.75 to Immel Excavation for the water and sewer installation at Well 5. Motion carried 3-0.
- c. Water Rate Adjustment of 3% beginning February 1, 2019.  
Motion by Dean Culbertson, second by Mike Woods to approve a 3% rate increase in Sanitary District water rates beginning February 1, 2019. Motion carried 3-0.
- d. Sewer Rate Adjustment of 4% beginning January 2, 2019.  
Motion by Mike Woods, second by Jack Anderson to approve a 4% rate increase in Sanitary District sewer rates beginning January 1, 2019. Motion carried 3-0.

**CLOSING:**

**8. Adjournment**

Motion by Jack Anderson, second by Mike Woods to adjourn. Motion carried 3-0.  
Meeting adjourned at 8:12 p.m.

Wendy Helgeson, Town Clerk  
Approved:

TOWN OF GREENVILLE

Payment Approval Report - Sanitary District unpaid invoices  
Report dates: 12/11/2018-1/14/2019Page: 1  
Jan 09, 2019 01:52PM

Vendor	Vendor Name	GL Account and Title	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Access Inc</b>						
5850	Access Inc	610-9350-290 MAINTENANCE OF GEN	0038682-IN	auto transfer switch	10/31/2018	2,204.88
Total Access Inc:						2,204.88
<b>Aegis Corporation</b>						
111	Aegis Corporation	610-9240-510 PROPERTY INSURANC	INV4131	crime policy # CCP0055249	12/20/2018	84.45
111	Aegis Corporation	620-8530-510 INSURANCE EXPENSE	INV4131	crime policy # CCP0055249	12/20/2018	84.45
Total Aegis Corporation:						168.90
<b>ARMS, INC.</b>						
4535	ARMS, INC.	610-9210-310 OFFICE SUPPLIES AND	0254137	shredding	11/30/2018	20.88
4535	ARMS, INC.	620-8510-310 OFFICE SUPPLIES AND	0254137	shredding	11/30/2018	20.88
Total ARMS, INC.:						41.76
<b>AT &amp; T</b>						
145	AT & T	610-9210-221 TELEPHONE	9207577265 12	920 757-7265 658 6	12/07/2018	61.08
Total AT & T:						61.08
<b>AT &amp; T U-verse</b>						
4593	AT & T U-verse	610-9210-221 TELEPHONE	140987787 DE	ACCT#140987787	12/16/2018	85.60
Total AT & T U-verse:						85.60
<b>Badger Meter Inc</b>						
2005	Badger Meter Inc	610-6530-290 CONTRACTED SERVIC	80028510	Beacon mbl hosting serv unit	12/27/2018	2,055.06
Total Badger Meter Inc:						2,055.06
<b>Bassett Mechanical</b>						
155	Bassett Mechanical	610-6410-340 OPERATION SUPPLIES	6034321C	maintenance contract	01/03/2019	246.30
155	Bassett Mechanical	620-8270-340 OPERATING SUPPLIES	6034321C	maintenance contract	01/03/2019	246.30
Total Bassett Mechanical:						492.60
<b>BMO Harris Bank N.A. - Payments</b>						
5203	BMO Harris Bank N.A. - Payment	610-6410-395 TOOLS & SAFETY EQUI	GSD STMT NO	5112 7700 0013 9065	12/04/2018	21.09
5203	BMO Harris Bank N.A. - Payment	610-9210-311 COMPUTERS	GSD STMT NO	5112 7700 0013 9065	12/04/2018	7.87
5203	BMO Harris Bank N.A. - Payment	610-9210-311 COMPUTERS	TOWN STMT	5112 7700 0002 3400	11/30/2018	51.66
5203	BMO Harris Bank N.A. - Payment	610-9210-312 POSTAGE	GSD STMT NO	5112 7700 0013 9065	12/04/2018	77.60
5203	BMO Harris Bank N.A. - Payment	620-8510-311 COMPUTERS	GSD STMT NO	5112 7700 0013 9065	12/04/2018	7.87
5203	BMO Harris Bank N.A. - Payment	620-8510-311 COMPUTERS	TOWN STMT	5112 7700 0002 3400	11/30/2018	51.66
Total BMO Harris Bank N.A. - Payments:						217.75
<b>BNH Lighting LLC</b>						
5618	BNH Lighting LLC	620-8270-340 OPERATING SUPPLIES	201906	led lights for lift str	12/26/2018	293.32
Total BNH Lighting LLC:						293.32
<b>CBS Squared Inc</b>						
5127	CBS Squared Inc	610-39500 CONSTRUCTION WK. IN P	4939	well 5 engineering	12/13/2018	8,321.81

Vendor	Vendor Name	GL Account and Title	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total CBS Squared Inc:						8,321.81
<b>Cedar Corporation</b>						
5707	Cedar Corporation	620-39500 CONSTRUCTION IN PROG	98209	Lift Stn 2 Study	12/21/2018	5,515.42
Total Cedar Corporation:						5,515.42
<b>Cenex Fleetcard</b>						
229	Cenex Fleetcard	610-9330-380 TRANSPORTATION EXP	167115CL	acct# 3766763	11/23/2018	806.93
229	Cenex Fleetcard	610-9330-380 TRANSPORTATION EXP	168707CL	acct# 3766763	12/23/2018	345.70
229	Cenex Fleetcard	620-8570-380 TRANSPORTATION EXP	167115CL	acct# 3766763	11/23/2018	806.94
229	Cenex Fleetcard	620-8570-380 TRANSPORTATION EXP	168707CL	acct# 3766763	12/23/2018	345.71
Total Cenex Fleetcard:						2,305.28
<b>Civic Systems, LLC</b>						
245	Civic Systems, LLC	610-9210-311 COMPUTERS	CVC17365	semi annual software support fees	12/28/2018	786.60
245	Civic Systems, LLC	620-8510-311 COMPUTERS	CVC17365	semi annual software support fees	12/28/2018	786.60
Total Civic Systems, LLC:						1,573.20
<b>Clean Water Testing</b>						
246	Clean Water Testing	610-6410-341 OPERATING EXP CRES	0153632-IN	coliform/e-coli bacti testing crestvi	12/12/2018	19.60
246	Clean Water Testing	610-6410-341 OPERATING EXP CRES	0153731-IN	coliform/e-coli bacti testing crestvi	12/13/2018	19.60
Total Clean Water Testing:						39.20
<b>Community Insurance</b>						
254	Community Insurance	610-9240-510 PROPERTY INSURANC	IN000011526	policy # TPR45028-19	12/20/2018	2,071.80
254	Community Insurance	610-9240-510 PROPERTY INSURANC	IN000011527	workmen's comp	12/20/2018	9,917.70
254	Community Insurance	610-9240-510 PROPERTY INSURANC	IN000011528	policy# TGL45028-19	12/20/2018	316.80
254	Community Insurance	610-9240-510 PROPERTY INSURANC	IN000011529	policy# TGL45028-19	12/20/2018	4,570.35
254	Community Insurance	620-8530-510 INSURANCE EXPENSE	IN000011526	policy # TPR45028-19	12/20/2018	2,071.80
254	Community Insurance	620-8530-510 INSURANCE EXPENSE	IN000011527	workmen's comp	12/20/2018	9,917.70
254	Community Insurance	620-8530-510 INSURANCE EXPENSE	IN000011528	policy# TGL45028-19	12/20/2018	316.80
254	Community Insurance	620-8530-510 INSURANCE EXPENSE	IN000011529	policy# TGL45028-19	12/20/2018	4,570.35
Total Community Insurance:						33,753.30
<b>Complete Office</b>						
204	Complete Office	610-9210-310 OFFICE SUPPLIES AND	988369	office supplies	12/13/2018	9.38
204	Complete Office	610-9210-310 OFFICE SUPPLIES AND	988370	office supplies	12/13/2018	3.13
204	Complete Office	610-9210-310 OFFICE SUPPLIES AND	989791	office supplies	12/14/2018	6.35
204	Complete Office	620-8510-310 OFFICE SUPPLIES AND	988370	office supplies	12/13/2018	3.13
204	Complete Office	620-8510-310 OFFICE SUPPLIES AND	989791	office supplies	12/14/2018	6.35
Total Complete Office:						28.34
<b>Dan Klansky</b>						
4528	Dan Klansky	610-9260-133 CLOTHING ALLOW	CLOTHING RE	reimb clothing allow	12/10/2018	37.49
4528	Dan Klansky	610-9260-136 DENTAL/EYE/LIFE INS	DENTAL REIM	reimb dental	12/27/2018	95.50
4528	Dan Klansky	620-8540-133 CLOTHING ALLOW	CLOTHING RE	reimb clothing allow	12/10/2018	37.49
4528	Dan Klansky	620-8540-136 DENTAL/EYE/LIFE INS	DENTAL REIM	reimb dental	12/27/2018	95.50
Total Dan Klansky:						265.98

Vendor	Vendor Name	GL Account and Title	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>EMC Insurance Companies</b>						
4579	EMC Insurance Companies	610-9240-510 PROPERTY INSURANC	D-88600197	acct# 5X23470	12/26/2018	4,563.00
Total EMC Insurance Companies:						4,563.00
<b>Envirotech Equipment</b>						
5123	Envirotech Equipment	620-8310-240 MAINTENANCE TO COL	110918-4A	sewer cleaning tip	11/09/2018	348.08
5123	Envirotech Equipment	620-8570-245 TRANSPORTATION EXP	091418-3A	parts for vac truck	09/14/2018	135.86
Total Envirotech Equipment:						483.94
<b>Ferguson Waterworks</b>						
348	Ferguson Waterworks	610-6530-340 SUPPLIES	0264902	curb box lids	12/18/2018	38.81
Total Ferguson Waterworks:						38.81
<b>Fox West Regional</b>						
2018	Fox West Regional	620-8275-295 SEWAGE TREATMENT	4206	billing for Dec2018	12/31/2018	47,633.05
Total Fox West Regional:						47,633.05
<b>Graphic Finishing</b>						
399	Graphic Finishing	610-9210-310 OFFICE SUPPLIES AND	36053	winter newsletter	12/13/2018	1,214.15
399	Graphic Finishing	620-8510-310 OFFICE SUPPLIES AND	36053	winter newsletter	12/13/2018	1,214.15
Total Graphic Finishing:						2,428.30
<b>Greenville Sanitary District</b>						
2021	Greenville Sanitary District	610-6410-340 OPERATION SUPPLIES	1052.00 DEC2	town hall	12/11/2018	7.60
2021	Greenville Sanitary District	610-6410-340 OPERATION SUPPLIES	1813.00 DEC2	public works bldg	12/11/2018	15.35
2021	Greenville Sanitary District	610-6410-340 OPERATION SUPPLIES	2494.00 DEC2	pump hs#2	12/11/2018	25.79
2021	Greenville Sanitary District	610-6410-340 OPERATION SUPPLIES	4.00 DEC2018	pump hs#4	12/11/2018	51.02
2021	Greenville Sanitary District	610-6410-340 OPERATION SUPPLIES	810.00 DEC20	pump hs#3	12/11/2018	25.79
2021	Greenville Sanitary District	620-8270-340 OPERATING SUPPLIES	1052.00 DEC2	town hall	12/11/2018	7.60
2021	Greenville Sanitary District	620-8270-340 OPERATING SUPPLIES	1813.00 DEC2	public works bldg	12/11/2018	15.35
2021	Greenville Sanitary District	620-8270-340 OPERATING SUPPLIES	94.00 DEC201	lift stn#1	12/11/2018	25.79
Total Greenville Sanitary District:						174.29
<b>Hawkins Inc</b>						
2022	Hawkins Inc	610-6310-345 CHEMICALS	4408827	fittings	12/04/2018	171.56
2022	Hawkins Inc	610-6310-345 CHEMICALS	4411988	tonkazorb	12/11/2018	1,583.95
2022	Hawkins Inc	610-6310-345 CHEMICALS	4412800	vertex css-10	12/12/2018	27.85
2022	Hawkins Inc	620-8270-345 CHEMICALS	4419997	aqua hawk hsx	12/27/2018	874.33
Total Hawkins Inc:						2,657.69
<b>Joel Heckendorf</b>						
517	Joel Heckendorf	610-4611-000 METERED SALES RESI	2880.00 REFU	refund credit balance	12/06/2018	10.28
Total Joel Heckendorf:						10.28
<b>John's Saw Service</b>						
527	John's Saw Service	610-6410-395 TOOLS & SAFETY EQUI	11829	equip	12/14/2018	391.88
Total John's Saw Service:						391.88

Vendor	Vendor Name	GL Account and Title	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Marco</b>						
687	Marco	610-9210-310 OFFICE SUPPLIES AND	INV5908437	town hall copies	01/04/2019	24.45
687	Marco	620-8510-310 OFFICE SUPPLIES AND	INV5908437	town hall copies	01/04/2019	24.45
Total Marco:						48.90
<b>Martelle Water Treatment</b>						
5311	Martelle Water Treatment	620-8270-345 CHEMICALS	17767	totalox odor eliminator	12/04/2018	1,428.00
Total Martelle Water Treatment:						1,428.00
<b>Mc Mahon Associates, Inc.</b>						
636	Mc Mahon Associates, Inc.	620-8520-210 ENGINEERING	0912393	DNR enforcement Lin Property	11/26/2018	3,058.14
636	Mc Mahon Associates, Inc.	620-8520-210 ENGINEERING	0912722	DNR enforcement Lin Property	12/18/2018	877.40
Total Mc Mahon Associates, Inc.:						3,935.54
<b>Menards</b>						
643	Menards	610-6000-340 SUPPLIES	93328	well 4 supplies	12/17/2018	15.37
643	Menards	610-6410-340 OPERATION SUPPLIES	90596	supplies returned	11/09/2018	16.99-
643	Menards	610-6410-340 OPERATION SUPPLIES	90604	supplies returned	11/09/2018	3.99-
643	Menards	610-6410-340 OPERATION SUPPLIES	92666	supplies - well	12/07/2018	139.98
643	Menards	610-6410-340 OPERATION SUPPLIES	93085	well 4 supplies	12/13/2018	4.99
643	Menards	610-6410-341 OPERATING EXP CRES	92578	supplies - Crestview	12/06/2018	1.99
643	Menards	610-6540-340 SUPPLIES	93956	supplies - water	12/27/2018	238.00
643	Menards	620-8270-340 OPERATING SUPPLIES	92518	lift stn -heater	12/05/2018	59.97
643	Menards	620-8310-240 MAINTENANCE TO COL	93326	locks for lift stns	12/17/2018	357.00
643	Menards	620-8310-240 MAINTENANCE TO COL	93486	town hall / lift stn	12/19/2018	28.39
Total Menards:						824.71
<b>Municipal Well &amp; Pump</b>						
4370	Municipal Well & Pump	610-39500 CONSTRUCTION WK. IN P	15208	pay app #7	11/30/2018	7,866.00
Total Municipal Well & Pump:						7,866.00
<b>NEW Title Services</b>						
5837	NEW Title Services	610-4611-000 METERED SALES RESI	REFUND 2130.	re: W6398 Boonesborough	12/11/2018	5.17
5837	NEW Title Services	610-4611-000 METERED SALES RESI	REFUND 937.0	re: N1391 Woodland Dr	12/11/2018	63.11
Total NEW Title Services:						68.28
<b>Office Technology Group</b>						
5238	Office Technology Group	610-9210-311 COMPUTERS	220731	IT service contract	12/04/2018	299.20
5238	Office Technology Group	610-9210-311 COMPUTERS	221200	dpw computers	12/13/2018	1,147.00
5238	Office Technology Group	610-9210-311 COMPUTERS	221267	30 hr block IT labor	12/17/2018	630.00
5238	Office Technology Group	620-8510-311 COMPUTERS	220731	IT service contract	12/04/2018	299.20
5238	Office Technology Group	620-8510-311 COMPUTERS	221189	computer, monitors	12/13/2018	2,098.16
5238	Office Technology Group	620-8510-311 COMPUTERS	221200	dpw computers	12/13/2018	1,146.99
5238	Office Technology Group	620-8510-311 COMPUTERS	221267	30 hr block IT labor	12/17/2018	630.00
Total Office Technology Group:						6,250.55
<b>Postmaster</b>						
758	Postmaster	610-9210-312 POSTAGE	BILLS DEC201	utility bills f/Nov usage	12/11/2018	521.88
758	Postmaster	620-8510-312 POSTAGE	BILLS DEC201	utility bills f/Nov usage	12/11/2018	521.89



Vendor	Vendor Name	GL Account and Title	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total Postmaster:						1,043.77
<b>Powell Plumbing &amp; Radon Experts</b>						
5291	Powell Plumbing & Radon Experts	610-6410-341 OPERATING EXP CRES	739	add gas regulators @ Crestview	12/06/2018	248.23
Total Powell Plumbing & Radon Experts:						248.23
<b>Premier Real Estate Mgmt LLC</b>						
4798	Premier Real Estate Mgmt LLC	610-4611-000 METERED SALES RESI	REFUND 3519.	re: W6358 Moonshadow Apt#1	12/11/2018	40.33
4798	Premier Real Estate Mgmt LLC	610-4611-000 METERED SALES RESI	REFUND 3535.	re:W6352 Moonshadow Apt#1	12/11/2018	111.53
Total Premier Real Estate Mgmt LLC:						151.86
<b>Proclean Janitorial Services,</b>						
764	Proclean Janitorial Services,	610-9210-310 OFFICE SUPPLIES AND	STMT DEC201	Cleaning for Dec 2018	12/20/2018	234.98
764	Proclean Janitorial Services,	620-8510-310 OFFICE SUPPLIES AND	STMT DEC201	Cleaning for Dec 2018	12/20/2018	234.98
Total Proclean Janitorial Services,:						469.96
<b>Rick Steffens Electric LLC</b>						
4609	Rick Steffens Electric LLC	610-6550-290 CONTRACTED SERVIC	8733	generator wiring	12/26/2018	3,972.67
Total Rick Steffens Electric LLC:						3,972.67
<b>Robert J. Immel Exc.,Inc.</b>						
821	Robert J. Immel Exc.,Inc.	610-39500 CONSTRUCTION WK. IN P	17146	well 5 project	12/18/2018	5,315.00
821	Robert J. Immel Exc.,Inc.	610-39500 CONSTRUCTION WK. IN P	WELL 5 PYMT	well 5 project	01/02/2019	59,279.00
Total Robert J. Immel Exc.,Inc.:						64,594.00
<b>Schenck SC</b>						
874	Schenck SC	610-9230-212 AUDIT	SC10196057	progress billing audit 2018	12/31/2018	1,465.00
874	Schenck SC	620-8520-212 AUDIT	SC10196057	progress billing audit 2018	12/31/2018	1,215.00
Total Schenck SC:						2,680.00
<b>Schmitt Title</b>						
5859	Schmitt Title	610-4611-000 METERED SALES RESI	REFUND 2323.	re: N1731 Shadybrook La	12/11/2018	44.45
Total Schmitt Title:						44.45
<b>Silton, Seifert, Carlson S.C.</b>						
921	Silton, Seifert, Carlson S.C.	610-9230-211 LEGAL	STMT NO 241	municipal acct 24368-600M	12/01/2018	186.75
921	Silton, Seifert, Carlson S.C.	620-8520-211 LEGAL	STMT NO 241	municipal acct 24368-600M	12/01/2018	186.75
Total Silton, Seifert, Carlson S.C.:						373.50
<b>St. Croix Computer Graphics</b>						
4205	St. Croix Computer Graphics	610-9210-313 PRINTING	009905	Utility bills	12/12/2018	1,610.93
4205	St. Croix Computer Graphics	620-8510-313 PRINTING	009905	Utility bills	12/12/2018	1,610.94
Total St. Croix Computer Graphics:						3,221.87
<b>State Laboratory of Hygiene</b>						
2041	State Laboratory of Hygiene	610-6000-290 CONTRACTED SERVIC	577906-1	fluoride testing	12/31/2018	25.00

Vendor	Vendor Name	GL Account and Title	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total State Laboratory of Hygiene:						25.00
<b>Superior Chemical</b>						
973	Superior Chemical	610-9210-310 OFFICE SUPPLIES AND	213308	cleaning chemicals	12/04/2018	42.92
973	Superior Chemical	620-8510-310 OFFICE SUPPLIES AND	213308	cleaning chemicals	12/04/2018	42.92
Total Superior Chemical:						85.84
<b>ThedaCare At Work</b>						
998	ThedaCare At Work	610-9300-390 MISCELLANEOUS EXPE	259707	DS CRL DOT / EBT Screen	12/21/2018	66.00
Total ThedaCare At Work:						66.00
<b>Time Warner Cable</b>						
1021	Time Warner Cable	610-9210-221 TELEPHONE	603810901122	10404-603810901	12/20/2018	86.17
1021	Time Warner Cable	610-9210-221 TELEPHONE	708075801121	10404-708075801	12/17/2018	71.78
1021	Time Warner Cable	610-9210-221 TELEPHONE	708130301121	10404-708130301	12/17/2018	9.07
1021	Time Warner Cable	610-9210-221 TELEPHONE	715640501120	10404-715640501	12/08/2018	10.77
1021	Time Warner Cable	620-8510-221 TELEPHONE	603810901122	10404-603810901	12/20/2018	86.17
1021	Time Warner Cable	620-8510-221 TELEPHONE	708075801121	10404-708075801	12/17/2018	71.78
1021	Time Warner Cable	620-8510-221 TELEPHONE	708130301121	10404-708130301	12/17/2018	9.07
1021	Time Warner Cable	620-8510-221 TELEPHONE	715640501120	10404-715640501	12/08/2018	10.77
Total Time Warner Cable:						355.58
<b>Town of Greenville</b>						
2045	Town of Greenville	610-6500-290 CONTRACTED SERVIC	362315	110030400	12/05/2018	157.98
2045	Town of Greenville	610-6500-290 CONTRACTED SERVIC	362633	110048400	12/05/2018	59.95
2045	Town of Greenville	610-6500-290 CONTRACTED SERVIC	363537	110090501	12/05/2018	122.14
2045	Town of Greenville	620-8270-341 OPERATING EXP CRES	367019	110430700	12/05/2018	13.00
Total Town of Greenville:						353.07
<b>United Cooperative</b>						
5312	United Cooperative	610-6410-340 OPERATION SUPPLIES	TOWN STMT	acct# 5248390	11/30/2018	137.86
Total United Cooperative:						137.86
<b>Verizon Wireless</b>						
1108	Verizon Wireless	610-9210-221 TELEPHONE	9819446018	acct#685970983-00001	12/01/2018	123.01
1108	Verizon Wireless	610-9210-221 TELEPHONE	9819446019	acct#685970983-00002	12/01/2018	47.87
1108	Verizon Wireless	620-8510-221 TELEPHONE	9819446018	acct#685970983-00001	12/01/2018	123.00
1108	Verizon Wireless	620-8510-221 TELEPHONE	9819446019	acct#685970983-00002	12/01/2018	47.88
Total Verizon Wireless:						341.76
<b>WE Energies</b>						
1135	WE Energies	610-6220-380 FUEL & POWER PURCH	3871142632 D	grp bill# 3871-142-632	12/06/2018	276.73
1135	WE Energies	610-6220-380 FUEL & POWER PURCH	WTR GRP BIL	grp bill# 0000-409-512	12/10/2018	7,964.91
1135	WE Energies	610-6410-341 OPERATING EXP CRES	7484552899 D	crestview grp bill#7484-552-899	12/18/2018	237.37
1135	WE Energies	620-8210-380 POWER AND FUEL	3871142632 D	grp bill# 3871-142-632	12/06/2018	276.73
1135	WE Energies	620-8210-380 POWER AND FUEL	SWR GRP BIL	grp bill# 0000-409-889	12/13/2018	3,041.52
1135	WE Energies	620-8270-341 OPERATING EXP CRES	7484552899 D	crestview grp bill#7484-552-899	12/18/2018	224.90
Total WE Energies:						12,022.16

Vendor	Vendor Name	GL Account and Title	Invoice Number	Description	Invoice Date	Net Invoice Amount
<hr/>						
Werner Electric Supply						
5263	Werner Electric Supply	620-8270-340 OPERATING SUPPLIES	S5725408.001	lift stn photoeye	12/19/2018	40.26
						<hr/>
Total Werner Electric Supply:						40.26
						<hr/>
Grand Totals:						226,454.54
						<hr/> <hr/>

**MEETING:** Town Board  
**DATE:** January 14, 2019

**AGENDA ITEM #:** SD1 - 5ci  
**ACTION TYPE:** Approval/Denial



*"Town of Greenville"*

## AGENDA MEMORANDUM

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**To:** Honorable Town Chairperson and Town Supervisors  
**From:** Dan Klansky, Sanitary District Superintendent  
**Date:** January 14, 2019  
**RE:** Sanitary District Superintendent Monthly Report

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**ACTION TYPE:** This item is for discussion only.

**BACKGROUND & SUMMARY:** Sanitary District December 2018 monthly report.

1. We cleaned out all of the Waterleaf subdivision stormwater catch basins and invoiced the developer for our work.
2. Repaired a number of valves that were struck during snow plowing activities.
3. I'm going through our old blueprints and am hoping to start scanning the record drawings this summer to save electronically.
4. We have been running the new well to ensure water quality.
5. We have hired Cody Simonis in the new Utility Operations Lead position. He has hit the ground running and is proving himself to be a valuable asset to Public Works Water Department already.
6. Completed employee evaluations alongside the Public Works Director.
7. Updated our grease trap report for the wastewater plant. Every year we continue to add businesses, showing the growth in Greenville.
8. We cleaned the sewer on Two Mile Road because it was starting to have a solid waste build up in it.
9. We replaced burnt out lights at Lift Stations 1 and 2 with LEDs. Replacement lights for the rest of Lift Station 2 will also be ordered because they are also due to be replaced.
10. Worked on the chlorine system at Well 4. There was a vacuum leak and we had to replace an injector diaphragm.
11. Informed the Gulfstream building superintendent that the second half of the watermain that was installed has not passed a required pressure test. This must be repaired before we will allow this service to be used.
12. We cleaned out all of the floor pits at the Public Works building using the vac-truck and brought the solids to the wastewater plant.
13. Reviewed all of the water samples taken for 2018 and am currently updating the required samples for 2019.
14. Received and installed the large, 10 inch, water meter for the new Airport training site. This will be the largest meter in our system.

**Action Items:** Well 5: Plans have been sent to DNR and they have made contact with us on starting the plan review.

**Project Expense Summery**

Well drilling: \$325,403

Water and Sewer: \$633,472.50 (less \$404,581.50 for inceptor is \$228,891)

Water plant building, chemical feeds, and generator: \$306,777

Filter plant \$ 347,300

Future TID funds \$200,000

Year to Date: \$706,279.10

Total estimated current costs \$1,612,952.50 (less sewer interceptor \$1,208,371.00)

**CIP 2018 projects.**

- We have purchased a replacement truck for the Sanitary District. It is completely outfitted and ready to go.
- We have completed the well inspection and upgrade at Crestview.
- The welder for stainless repairs has been purchased.
- Town sidewalk repairs have been complete. We rented a concrete grinder to grind down the sidewalk at Town Hall that where a tripping hazard.
- Highway 15 water and sewer replacement was canceled due to the state canceling the Highway 15 project.
- I did not receive favorable bids for manhole relining so I am going to rebid in the spring.
- Working with the Hawkins Chemical Company on an exhaust fan and possible tank replacement for the fluoride system at Well 4.
- The Well 5 project is coming along nicely. It is approximately six weeks behind schedule due to the rain and the complications with the well drilling and DNR plan review.
- We are currently in the planning stages of the Lift Station 2 bypass project with Cedar Corp.

**FISCAL IMPACT:** N/A

###

**Attachments:**

1. Well 5 time line

# Town of Greenville

## Well 5 - Project Schedule

January 2, 2019

[illegible]

## FOX WEST REGIONAL SEWERAGE COMMISSION



James R. Kirk  
SUPERINTENDENT

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

Phone (920) 739-7921  
Fax (920) 739-1343

David A. Schowalter  
PRESIDENT

Dale A. Youngquist  
VICE PRESIDENT  
TREASURER

Jeffrey T. Nooyen  
SECRETARY

Gregory J. Ziegler  
DEPUTY SECRETARY

Travis J. Thyssen  
DEPUTY TREASURER

Dean M. Culbertson  
COMMISSIONER

Michael J. Van Dyke  
COMMISSIONER

## REGULAR MEETING MINUTES

**Dec 5, 2018**

Notice of the Regular Meeting was distributed by Jane Boucher to all Commissioners; the Clerks of the Town of Grand Chute, Village of Fox Crossing, Town of Greenville & Town of Neenah; Joel Christopher, The Post Crescent; and posted on the bulletin board at the Regional Office. The Regular Meeting was called to order by President Schowalter at 4:00 P.M.

### **PRESENT:**

David Schowalter  
Dale Youngquist  
Jeff Nooyen

Travis Thyssen  
Greg Ziegler  
Dean Culbertson

Mike Van Dyke  
James Kirk  
Jane Bader

### **APPROVAL OF AGENDA:**

A motion was made by Greg Ziegler to approve the Agenda, seconded by Mike Van Dyke. *Motion Carried.*

### **SECRETARY'S REPORT:**

#### **Minutes**

A motion was made by Jeff Nooyen, seconded by Greg Ziegler to approve the Minutes of the meeting held on Nov 7, 2018.

### **TREASURER'S REPORT:**

#### **Voucher List**

President Schowalter asked if there are any questions or concerns with this month's voucher list; to which there were none.

Dale Youngquist motioned to approve as presented, seconded by Mike Van Dyke. *Motion Carried.*

#### **Bank & Budget Statement**

President Schowalter asked if there are any questions regarding the bank and budget statements; Greg Ziegler said good job with the investments.

Dale Youngquist motioned to approve as presented, seconded Dean Culbertson. *Motion Carried.*

**PRESIDENT'S REPORT:**

**MCO Agreement**

Supt Kirk stated enclosed in this month's packet is the review from Andrew @ Herrling-Clark Law Firm as he did not foresee any issues with this initial agreement.

Dale Youngquist made a motion to approve the MCO Agreement, seconded by Mike Van Dyke.  
*Motion Carried.*

**Schenk Renewal**

Supt Kirk also requested approval of a 5-year contract renewal with Schenck to provide year-end audit services. He had Virginia Hinz revise the initial contract to reflect the same format as prior years. Dale Youngquist said he was impressed with the very modest increases over the years.

Dale Youngquist made a motion to approve the contract extension with Schenck, seconded by Travis Thyssen. *Motion Carried.*

**MANAGER'S REPORT:**

**Operational Summary**

Supt Kirk said the Plant met phosphorous limits again for a 6-month period and for 30 consecutive months. As mentioned in past meetings, it is crucial to keep abreast of Hydraulic needs. There is a need for an additional IFAS Basin and included in this month's packet was an initial estimate of costs. Down the road Supt Kirk will work with Chad to see about some possible trading credits. Next year, a decision will need to be made of the Plant's intention to upgrade or become involved in a possible trading option. Supt Kirk said he would like to begin discussion with McMahon for Upgrade Planning and present a proposal in early 2019.

Greg Ziegler asked if an upgrade would enable people to purchase trading from the plant. Supt Kirk said yes, solids may be available for trading and possibly phosphorus. Dave Schowalter asked if any Grant money would be available. Jeff Nooyen definitely thinks the Grant option needs to be explored as the County seems to utilize that option frequently. Supt Kirk said that will be part of the McMahon study. Dale Youngquist said since McMahon is also used by Greenville, Grand Chute and Fox Crossing.

Travis Thyssen said it is important to stay on top of things and be prepared and wondered if an upstream screen process might be an option before flow reaches the plant. Supt Kirk said screening will be looked at in the future.

Supt Kirk said he would like to replace a Primary Scum Pump as repairing pumps has become very time consuming. The grease/lard floats to top from heavy wastehauler loadings. The installed price is \$15k from Crane Engineering and includes a 5-year warranty. He said this would allow the plant to have one spare in inventory as a backup.

Travis Thyssen made a motion to approve the expenditure and the Operational Summary, seconded by Jeff Nooyen. *Motion Carried.*



**OLD BUSINESS -**

There was no old business.

**NEW BUSINESS -**

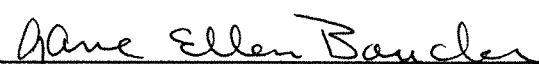
There was no new business but Supt Kirk reminded the board that the January meeting will be one week later due to the New Year holiday.

**ADJOURNMENT**

A motion was made by Travis Thyssen, seconded by Jeff Nooyen to Adjourn. *Motion Carried.*  
Meeting adjourned at 4:29 pm.

**ATTEST**

  
\_\_\_\_\_  
Jeffrey Nooyen, Secretary

  
\_\_\_\_\_  
Jane Ellen Boucher, Administrative Assistant

**MEETING:** Town Board  
**DATE:** January 14, 2019

**AGENDA ITEM #:** SD1 5d  
**ACTION TYPE:** Approval/Denial



*"Town of Greenville"*

## AGENDA MEMORANDUM

---

**To:** Honorable Town Chairperson and Town Supervisors  
**From:** Dan Klansky  
**Date:** January 14, 2019  
**RE:** Well 5 Water and Sewer Installation Application for Payment No. 3

---

**ACTION TYPE:** This item is for possible Town Board Approval/Denial.

**BACKGROUND & SUMMARY:** Please view the attached Application for Payment No. 3 from Robert J. Immel Excavating, Inc. of Greenville, Wisconsin for the construction of the above referenced project. The application is in the amount of \$59,279.00 and provides for retainage in accordance with the contract.

**STAFF RECOMMENDATION:** Staff recommends the Board approve as proposed. If the Board is in agreement, the following motion may be made: ***"Motion to approve payment No. 3 of \$59,279.00 to Immel Excavation for the water and sewer installation at Well 5."***

**POLICY/PLAN REFERENCE(S):**

1. Town Purchasing Policy – Adopted August 2017

**FISCAL IMPACT:**

Is there a fiscal impact? Yes, \$59,279.00  
Is it currently budgeted or planned? Yes  
Amount budgeted: \$1,500,000  
Account #: 610-395-00

**Project Expense Summary**

Well drilling: \$325,403  
Water and Sewer: \$633,472.50 (less \$404,581.50 for inceptor is \$228,891)  
Water plant building, chemical feeds, and generator: \$306,777  
Filter plant \$ 347,300  
Future TID funds \$200,000  
Year to Date: \$706,279.10  
Total estimated current costs \$1,694,416.

###

**Attachments:**

1. Payment No. 3



Your Project Solutions Start Here

Date: January 2, 2019

RE: Well 5 Water and Sanitary Sewer Extension  
Greenville, WI  
CBS² TGREEN

Ms. Wendy Helgeson  
Clerk  
W6860 Parkview Drive  
P.O. Box 60  
Greenville, WI 54942

Dear Ms. Helgeson,

Please find attached Application for Payment No. 3 from Robert J. Immel Excavating Inc., Greenville, Wisconsin for construction of the above referenced project. The application is in the amount of \$59,279.00 and provides for retainage in accordance with contract documents. We have reviewed the Application for Payment and recommend that payment be made to the contractor.

Work completed for the application for payment from November 20, 2018 through December 13, 2018 for the following services: maintenance of traffic, mobilization, crushed aggregate base course for shoulder restoration, rock excavation for sanitary sewer and water main, erosion control ditch check, silt fence, 10 inch and 12-inch PVC water main, fittings, 6-inch, 10-inch and 12-inch gate valves, hydrant, connect to existing water main, corporation stop & 12" service saddle, 1" HDPE water service, 1" curb stop & box, tracer wire access riser, connection to existing manhole, 15-inch SDR 35 PVC or polypropylene sanitary sewer, 8-inch SDR 35 PVC sanitary sewer, 8-inch AWWA C900 PVC sanitary sewer, 8-inch x 4-inch Wye-AWWA C900xSch 40, manhole (up to 8ft depth and in excess of 8ft depth), drop manhole section, 4-inch sanitary sewer lateral, sewer televising, and extra depth digging sanitary sewer main.

Please approve and sign the Application for Payment. If you have any questions, please contact me at 715.861.7428.

Sincerely,

Jon Strand, PE  
Project Manager

lb  
Enclosure

770 Technology Way  
Chippewa Falls, WI 54729

200 E. Washington Street  
Suite 2F  
Appleton, WI 54911

P:715.861.5226  
E:info@cbssquaredinc.com

www.cbssquaredinc.com

**Contractor's Application for Payment No.**

3

Application Period: 11/20/18 - 12/13/18		Application Date: 12/18/2018
To: Town of Greenville (Owner):	From (Contractor): Robert J. Immel Excavating, Inc.	Via (Engineer): CBS Squared, Inc.
Project: Well 5 Water and Sanitary Sewer Extension	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: TGREEN 17001

**Application For Payment  
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
#1	\$54,260.00		
TOTALS	\$54,260.00		
NET CHANGE BY CHANGE ORDERS	\$54,260.00		

1. ORIGINAL CONTRACT PRICE.....	\$	\$579,212.50
2. Net change by Change Orders.....	\$	\$54,260.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$633,472.50
4. TOTAL COMPLETED AND STORED TO DATE (Column H total on Progress Estimates).....	\$	\$573,705.80
5. RETAINAGE:		
a. 2.5% X \$633,472.50 Work Completed.....	\$	\$15,836.81
b. 5% X                      Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$15,836.81
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$557,868.99
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$498,589.99
8. AMOUNT DUE THIS APPLICATION.....	\$	\$59,279.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column J total on Progress Estimates + Line 5.c above).....	\$	\$75,603.51

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

By: Raina Warmund Date: 12-18-18

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)



## Contractor's Application

EJCDC® C-620 Contractor's Application for Payment  
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.  
Page 1 of 2

# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): Well 5 Water and Sanitary Sewer Extension										Application Number: 3			
Application Period: 11/20/18 to 12/13/18										Application Date: 12/18/2018			
A					B	C	D	E	F	G	H	I	J
Item		Contract Information			Work Completed				Materials Presently Stored (not in D or F)	Total Completed and Stored to Date		Balance to Finish (B - H)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Qty From Previous Applications	Value From Previous Applications	Quantity this Period		Value this Period	\$ (D+F+G)		% (H/B)
<b>Totals</b>					<b>\$633,472.50</b>				<b>\$573,705.80</b>	<b>\$573,705.80</b>	90.6%	<b>\$59,766.70</b>	

# RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/18/18

The undersigned hereby acknowledges receipt of the sum of \$ 59,279.00 upon receiving payment as partial payment for labor, skill, and material furnished or to be furnished to the following described real property:

Town of Greenville  
Outagamie County  
Well 5 Water and Sanitary Sewer Extension

and, for value received, hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property for the amount listed above; the undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

---

Robert J. Immel Excavating Inc.  
P.O. Box 135  
N1870 Municipal Drive  
Greenville, WI 54942

BY: Rainie Wasmund

Title: Secretary



**MEETING:** Town Board  
**DATE:** January 14, 2019

**AGENDA ITEM #:** SD1 5e  
**ACTION TYPE:** Approval/Denial



*"Town of Greenville"*

## AGENDA MEMORANDUM

**To:** Honorable Town Chairperson and Town Supervisors  
**From:** Ryan McClure and Dan Klansky  
**Date:** January 14, 2019  
**RE:** Well 5 Backup Generator

**ACTION TYPE:** This item is for possible Town Board Approval/Denial.

**BACKGROUND & SUMMARY:** As recommended by the DNR, a backup generator is necessary at Well 5 to supply emergency, backup power in the event of outages. We received four estimates for the purchase of a 200kw, 480/277v three phase, indoor stationary generator with an automatic transfer switch. The first bid was for a generator powered by John Deere from Worldwide Power Products for at \$53,570.00. Access Inc. bid a Generac generator at \$50,314.00. Bissing Electric offers a Kohler generator at \$46,764.00 and Cummins Sales and Service a Cummins powered generator at \$39,050.00.

**STAFF RECOMMENDATION:** Staff recommends the Board approve as proposed. If the Board is in agreement, the following motion may be made: ***"Motion to approve the purchase of a backup generator from Cummins Sales and Service for \$39,050.00."***

**POLICY/PLAN REFERENCE(S):**

1. Town Purchasing Policy – Adopted August 2017

**FISCAL IMPACT:**

Is there a fiscal impact? Yes, \$39,050.00  
Is it currently budgeted or planned? Yes  
Amount budgeted: \$55,000  
Account #:

**Project Expense Summery**

Well drilling: \$325,403  
Water and Sewer: \$633,472.50 (less \$404,581.50 for inceptor is \$228,891)  
Water plant building, chemical feeds, and generator: \$306,777  
Filter plant \$ 347,300  
Future TID funds \$200,000  
Year to Date: \$706,279.10  
Total estimated current costs \$1,694,416.

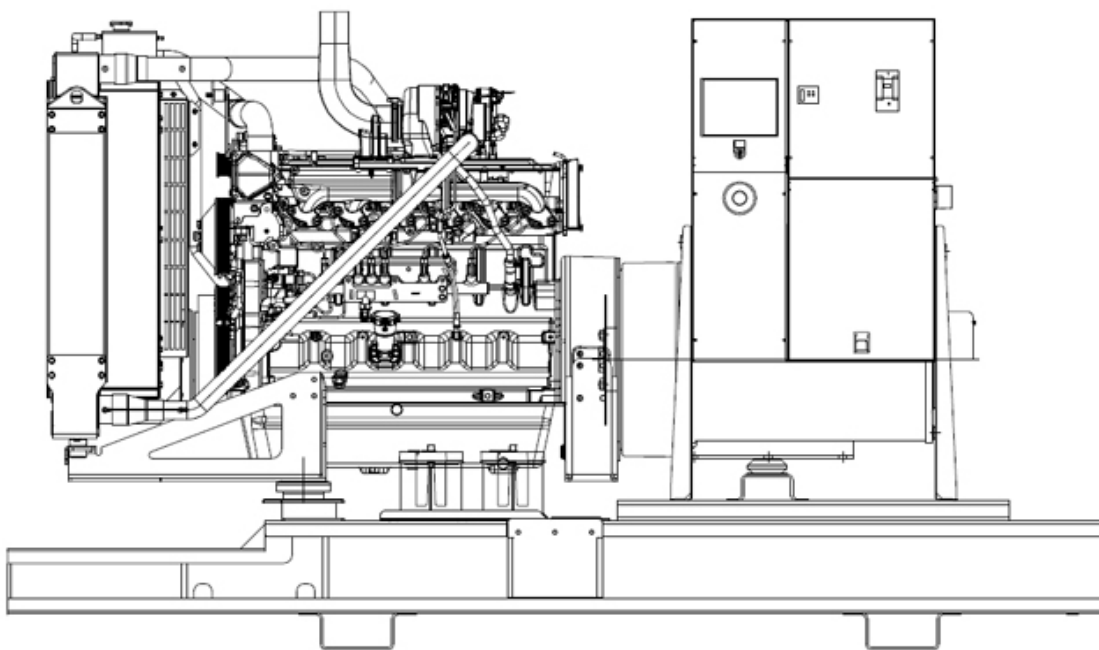
###

**Attachments:**

1. Worldwide Power Products Estimate
2. Access Inc. Estimates
3. Bissing Electric Estimates
4. Cummins Sales and Service Estimate

## Technical Specification and Scope of Supply

### HJW 205 T6U



Proposed To:	Greenville Sanitary District , FAO Dan Klansky
Address:	W6860 Parkview Drive , Greenville , WI 54942, USA
Ship To:	Greenville Sanitary District
Address:	W6860 Parkview Drive , Greenville , WI 54942, USA
Quote #:	HP28459
Job Title:	Greenville Sanitary District
Sales Associate:	Donny Martin
Date:	12/17/2018
Bid Closing Date:	4/5/2019
Quote Validity:	90 days
Lead Time:	14 weeks

## System Description

Product Type	HJW 205 T6U	\$33,536.67
Application Group	Stationary	

## Power as per HiPOWER Data sheet

Power per genset (ISO 8528)	204	kWeI
Engine Make	John Deere	
Engine Type	6068HFG85 - 235	
Frequency	60	Hz
Generator voltage	277/480 - 3Ø	V
Noise, Open	TBA	
Noise, Enclosed	75 dBA @ 23 ft.	
Weight, Open	4270 lbs	
Weight, Enclosed	6380 lbs	
Dimensions, Open	118.1" x 45.7" x 67.7"	
Dimensions, Enclosed	160.6" x 55.1" x 70.9"	
Phase	Three	
Unit Specification	UL2200	

## 1 SYSTEM CONFIGURATION

### 1.1 System Description

HJW 205 T6U Diesel Engine Generator Set. 205 KW@277/480 VAC. Standby

### 1.2 CIRCUIT BREAKER

Standard ABB - MLCB 80% Rated

\$0.00

### 1.3 STARTING AIDS

TPS engine block heater 1500W/120Vac single phase 9-200 kW

\$333.33

KBW5015T-000 Battery blanket 120V 50W 26" long 50-200kW

\$345.33

10 Amps-12/24V NRG battery charger UL-Listed, model NRG22-10-RC (NFPA 110 Complying)

\$706.67

### 1.4 GENERATOR SET ENCLOSURE

Open Skid generator

\$0.00

Residential Grade Silencer 150 - 300kW

\$1,896.67

## 2 ENGINE CONFIGURATION

### 2.1 Engine Description

JOHN DEERE 6068HFG85-235, Long-life, heavy-duty, 4-cycle, direct injection engine. EPA Certification Tier Level 3

### 2.2 FUEL SYSTEM

ULC 142-24 hrs - UL 142 Double wall Aboveground Flammable Liquid Tanks

\$6,610.00

## 3 GENERATOR END CONFIGURATION

### 3.1 Generator End Description

STAMFORD UCDI 274 K (WDG 311) Brushless, Four Pole Rotating Field, Class H Insulation (150 °C Temp. Rise), IP23. Single Bearing. 2/3 Pitch Winding. Automatic voltage regulator

### 3.2 GENERATOR END OPTIONS

110V Anti-condensation heater for generator end. Recommended for all application where the generator will be shut down for a long period.

\$460.00

## 4 CONTROL PANEL CONFIGURATION

### 4.1 Cont. Panel Description

Digital controller with auto and manual start capability. with push button reset. LCD Display that offers AC metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads

### 4.2 CONTROLLERS

DSE7310 - Standard controller	\$0.00
DSE892 DSENet USB to Ethernet ModBus TCP/IP - SNMP Comm. Module	\$435.33
DSE 2548 (8 LEDS) Remote Annunciator - supplied loose	\$466.67

## 5 PAINTING

### 5.1 Painting Details

- Base skid is epoxy-polyester powder painted - Standard RAL9005 color
- Enclosure is epoxy-polyester powder painted - Standard RAL7035 color
- Other colors available upon request

## 6 ADDITIONAL OPTIONS CONFIGURATION

### 6.1 ADDITIONAL OPTIONS DESCRIPTION

Emergency Stop Button - External emergency button (RB2-BT43) supplied loose (for customer installation) includes push button, 1NC contact, 1 NO contact	\$46.00
---	---------

### 6.2 ATS Configuration

GE - 600 Amp Indoor NEMA 1R - Open Transition	\$6,733.33
---	------------

## 7 SERVICE AND AFTER SALES

### 7.1 Details

HIPOWER® is committed to offer a Superior Customer Service for an Outstanding Experience, from pre-sales, sales, and after sales support

## 8 MISCELLANEOUS

### 8.1 Details

One copy of Electrical Schematics, Control Panel manual, Warranty Statements, Engine manual, Generator end manual and Generator set manuals is provided with the unit

## 9 FUNCTIONAL TESTS

### 9.1 Tests

Standard acceptance testing performed under HIPOWER quality specification

## 10 SHIPPING CONDITIONS

### 10.1 Details

All units are shipped wet, with all the fluid included minus fuel supply (unless otherwise specified)

## 11 SALES TERMS AND CONDITIONS

### 11.1 Details

Standard Terms and Conditions apply. Read carefully attached HIPOWER® Terms and Conditions of Sale

## 12 WARRANTY

### 12.1 Details

Standard limited Warranty 2 Years/1000 Hours

### 12.2 WARRANTY DETAILS

Standard limited warranty 2 years / 1000 hours 0.0%

Base Model Price:	\$33,536.67
Options Price:	\$18,033.33
Total Net Price, Less any Taxes, Ex-Factory, Lenexa, Kansas	\$51,570.00
Warranty: Standard limited warranty 2 years / 1000 hours	\$0.00
Freight	\$2,000.00
<b>Grand Total Net Price</b>	<b>\$53,570.00</b>

## Submittal Documents for Model Selected

---

Item	Description
1	<a href="#">Genset Data Sheet</a>
1a	<a href="#">Engine Data Sheet</a>
1b	<a href="#">Alternator Data Sheet</a>
1c	<a href="#">AVR Specification</a>
1d	<a href="#">EPA Certification</a>
1e	<a href="#">Electrical Drawing</a>
1f	<a href="#">Terms and Conditions</a>
1g	<a href="#">UL Certification</a>
1h	<a href="#">CSA Certification</a>
1i	<a href="#">Wind Load Calculation 180 mph</a>
2	<a href="#">Sound Attenuated Enclosure - Open skid drawing</a>
3	<a href="#">Control panel configuration - Technical specifications</a>
4	<a href="#">Control Panel Accesories - TCP/IP -SNMP Comm Module</a>
5	<a href="#">Engine Block Heater - Block Heater Specifications</a>
6	<a href="#">Battery Blanket - Battery Blanket Details</a>
7	<a href="#">Anti-condensation heater (generator end) - Anti condensation heater (generator end)</a>
8	<a href="#">Battery charger - Battery Charger Details</a>
9	<a href="#">Fuel Tank - Tank Specifications</a>
10	<a href="#">Remote annunciator - DSE2548 Remote Annunciator</a>
11	<a href="#">MLCB (Main line Circuit Breaker) Rating - CB 11</a>
12	<a href="#">Additional Options - Data sheet</a>
13	<a href="#">Warranty - Standard limited warranty</a>
14	<a href="#">GE Zenith Auto Transfer Switch - ATS Description</a> <a href="#">- ATS Specification</a>



## AIR CONDITIONING AND CRITICAL EQUIPMENT SUPPORT SYSTEMS

844 Ehlers Road, Neenah, WI 54956-1415 920/729-5900 FAX: 920/729-5700

Visit us on our website at: [www.access-inc.com](http://www.access-inc.com)



<b>COMPANY:</b>	Town of Greenville	<b>PROPOSAL #:</b>	TRD305D-18-1207 Q20226980
<b>ATTN:</b>	Ryan McClure	<b>PAGES:</b>	7
<b>EMAIL:</b>	RMcClure@TownofGreenville.com	<b>DATE:</b>	December 13, 2018
<b>FROM:</b>	Pablo Serrato		
<b>PROJECT:</b>	Town of Greenville Lift Station Generator Set 480V		

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **200 kW Rating, wired for 480/277 VAC three phase, 60 Hz**
- **With upsized 350kw Alternator**
- **No Enclosure (open-set for indoor installation)**
- 24" 372 Gallon Double-Wall UL142 Basetank
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
  - Emergency Vent
  - 8" Fuel Fill Extension
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections
    - All engine sensors are 4-20ma for minimal interference
    - Programmable I/O
    - Built-in PLC for special applications

- Engine function monitoring and control:
  - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
  - Isochronous Governor, +/-0.25% frequency regulation
  - Full system status on all AC output and engine function parameters
  - Service reminders, trending, fault history (alarm log)
  - I2T function for full generator protection
  - Selectable low-speed exercise
- HTS transfer switch function monitoring and control
- 2-wire start controls for any 2-wire transfer switch
- 21 Light Remote Annunciator
  - Surface-Mount
  - Integral 8 Function Relay Board
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- Coolant Heater, 2000W, 240VAC
- Remote Emergency Stop Switch, Flush-Mount, shipped loose
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Engine Run Relay
- Critical Muffler flange ShpLse
- Standard MLCB, 80% rated thermal-magnetic
  - 350 Amp
- Standard 2-Year Limited Warranty
- SD0200KG178.7D18HPNL3

Startup Included

Freight Included (Off Loading by Others)

Total investment for the above equipment (Not including any applicable tax): **\$43,424.00**

**Adder: 400A, 480V, 3 Pole, NEMA1, Time Delay Neutral, Open Transition Automatic Transfer Switch: \$6,890.00**

## Notes

1. Remote 5-gallon Fuel Fill Station pricing will be provided later in the week. Pricing is for equipment only. Installation, Electrical, Mechanical by others (typically mechanical contractor) should comply with local code and should include as a minimum venting pipe to outside wall. Alarms (lights/audible) must be included. Must comply with all applicable local codes.

2. Generator Muffler is shipped loose. Mechanical contactor must complete installation, including all exhaust piping downstream of muffler. Mechanical Contractor should place heat temperature insulation per local code. Please consult with local authority having jurisdiction/inspector.
3. Comm 10 Fuel Permitting cost will be provided by Access Inc. on a separate proposal.

Diesel Fuel by Others

Installation and Permitting by others.

**Terms & Conditions:**

- Quotation Valid for 45 days
- Price does not include tax
- Terms are Net 30 Days, subject to manufacturer's approval
- Standard Terms & Conditions apply (attached and available online:

---

Tony Douglas  
Account Representative

All sales, use or other taxes levied in respect to material itemized herein **are not** included in this quotation. Our standard terms and conditions of sale, available for review on our above website, apply to this proposal. We **do not** accept credit cards for payment of invoices over \$5,000.00. Pricing for this proposal is valid for 30 days

STANDARD TERMS AND CONDITIONS

1. ENTIRE AGREEMENT: When accepted, this offer constitutes the entire agreement between the parties; no modification of this offer shall be binding on Seller unless accepted in writing by an authorized representative of the Seller.
2. ACCEPTANCE: This offer must be accepted in writing within thirty days for its date.
3. SCOPE: This quotation covers only the materials itemized on the face hereof and not all materials that may be required on this project.
4. CHANGES: The manufacturers represented by the Seller reserve the right to make such changes in detail of design, construction and / or material furnished which in their judgment shall constitute and improvement. Any descriptive literature and / or drawings may be standard forms covering equipment and / or material of substantially similar type and character from which there may be variations. Buyer agrees to accept such changes.

5. DELIVERY: Unless otherwise provided on the face hereof, all shipments shall be made via common carrier and such shipments are at the sole risk of Buyer from and after delivery to the carrier, and Buyer assumes all responsibility for shortage, loss, delay or damage in transit after issuance to Seller by carrier of clean bill of lading.

6. INSTALLATION: Installation of the quoted material is the sole responsibility of Buyer, and its agent or contractor as the case may be. The inability of Buyer to take delivery or to have the quoted material installed due to labor trouble or for any other reason shall not excuse Buyer from its obligations to pay for the quoted material in accordance with agreed upon payment terms.

7. SHIPMENT DATES: Shipment dates are estimates only. No contract will be made to ship in a specified time unless the Seller has a commitment in writing by an authorized representative of the manufacturer of the quoted material.

8. DELAYS: Seller shall not be responsible for any loss, liability or expense arising out of delays in delivery or transportation, or installation or out of its inability to make deliveries or otherwise to perform its obligations due to circumstances beyond its control, including but not limited to acts of God, acts of Buyer, results of civil or military priorities, fires, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages, strikes and inability to obtain quoted material from the manufacturer

9. WARRANTY: The warranties covering the described materials are those supplied by the manufacturer; consequently, except as otherwise expressly stated herein, Seller makes no warranties which extend beyond the description on the face hereof nor as to merchant ability or other quality, and Seller assumes no liability to any person, firm or corporation for damage or injury of any character occurring in respect to the materials itemized herein.

10. BUYERS REMEDIES: Buyers remedies for any cause of action arising out of this sale (whether in contract or for negligence), shall be limited to return of the purchase price of the quoted materials and in no event shall Seller be liable for further loss, damage or expense (whether direct, foreseeable, consequential or special.)

11. TERMS OF PAYMENT: Unless otherwise agreed with the prior approval of Seller's credit department, terms of payment in full are as stated on the face hereof. THIS QUOTATION DOES NOT INCLUDE RETAINAGE OR HOLDBACK RIGHTS, EITHER IN FULL OR IN PART, FOR THE BUYER. No payment due hereunder shall be withheld or postponed because of unsuitable weather in which to test equipment or for any other cause. A 1% service charge per month (an annual rate of 12%), will be made on past due accounts. This charge will be made 1-1/2 months after the due date and will be computed retroactively to the due date. Seller reserves the right to require full or partial payment in advance of any shipment, or other payment arrangement, whenever in its judgment the financial condition of the Buyer does not justify shipment of the goods on the terms specified.

12. CANCELLATION: The cancellation of orders cannot be accepted if the manufacture of the quoted materials has commenced. In the event of cancellation, Buyer shall be liable for any loss caused Seller thereby, including but not by way of limitation, engineering costs, cost of special tooling purchased or prepared, and / or costs of special materials purchased, but in no event less than 15% of the purchase price.

13. PATENTS AND TRADEMARKS: Seller shall not be liable to Buyer for any liability or expense arising out of the infringement of third party domestic or foreign patents or trademarks.



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December 20, 2018  
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TOWN OF GREENVILLE  
ATTN: RYAN McCLURE  
W6860 PARKVIEW DRIVE  
PO BOX 60  
GREENVILLE, WI 54942

**Re: GENERATOR ESTIMATE**

**KOHLER MODEL 200REOZJF**

--(1) Kohler 200REOZJF Generator System/Set equipped with a 4S13X alternator operating at 277/480 volts is rated for 200 kW/250 kVA. Output amperage: 301.

--Includes:

Literature Languages: English  
Approvals and Listings: UL2200 Listing  
Engine: 200REOZJF, 24V, 60Hz, 4S13X  
Nameplate Rating: Standby 130C Rise  
Voltage: 60Hz, 277/480V, Wye, 3Ph, 4W  
Alternator: 4S13X  
Cooling System: Unit Mounted Radiator, 50C  
Skid and Mounting: Skid  
Air Intake: Standard Duty Controller: APM402  
Controller: APM402  
Fuel Tank Type: State  
Fuel Runtime (Approx.): 24 Hours  
Subbase Fuel Tank Capacity: 416 Gallons  
Fill Pipe/Spill Fill Options: 5-Gal Spill Fill Containment  
Fuel Tank Options: Fuel in Basin Switch, FDEP  
High Fuel Switch: High Fuel Switch FDEP Approved  
Starting Aids, Installed: 1800W, 110-120V  
Cooling System Accy., Installed: Radiator Duct Flange  
Electrical Accy., Installed: Battery Charger, 10A  
Electrical Accy., Installed: Run Relay  
Electrical Accy., Installed: 2 Input/5 Output Module  
Rating, LCB 1: 80% Rated  
Amps, LCB 1: 300  
Trip Type, LCB 1: Thermal Magnetic  
Interrupt Rating LCB 1: 30kA at 480V  
Fuel Lines, Installed: Flexible Fuel Lines  
Fuel System Accy., Installed: Fuel Pressure Gauge  
Miscellaneous Accy., Installed: Air Cleaner Restriction Ind.  
Miscellaneous Accy., Installed: Coolant in Genset  
Miscellaneous Accy., Installed: Closed Crankcase Vent  
Warranty: Standard

--(1) Silencer, Critical, 6" Flange, SIEO  
--(1) Flexible Exhaust, 6" Flange  
--(1) Remote Emergency Stop Switch  
--(1) Lit Kit, 200REOZJF, Production

# BISSING ELECTRIC, Inc. *Electrical Contractors*

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## **KOHLER MODEL 200REOZJF** (continued)

--Includes:

- Start-up and 2-hr load bank
- Freight
- Training after start-up
- State tank permit
- (3) OEM Manuals
- GFI Outlet
- Remote E-stop

## **DISTRIBUTOR START-UP**

--Start-up, must be scheduled a minimum of 10-14 days prior to requested start-up date.

### **Service Items Included With This Quote:**

- Lubricating Oil
- Antifreeze - 50/50 Mix
- Battery
- Start-up Service – One (1) day reserved, during normal business hours, for inspection, engine prep work and initial engine start up.
- Load Bank Test at Site – Two (2) hours are included using a portable resistive load bank.
- Training session will be provided at the conclusion of the system start up.

## **CLARIFICATIONS**

1. This proposal is based on meeting the functional intent and system requirements of the job description.
2. No specifications or drawings were provided for the project prior to providing the above equipment.
3. Installation exhaust components not included for open unit installation, unless specifically listed in bill of material.
4. Unless specifically listed in Bill of Material, equipment not indicated is assumed to be supplied by others. We reserve the right to correct any errors or omissions.
5. Included start-up is based on unit being in a readily accessible location. Site information is unknown. Additional charges may apply if additional time is required due to restricted access to unit.
6. 110% overload not applicable in stand-by application.
7. Standard OEM Manuals provided; custom manuals or additional copies available at an additional charge.
8. System coordination studies and/or relay setting studies are by others. Protective relay calibration and settings, NETA testing by others.
9. The generator will need to be filled with #2 winter blend diesel prior to start up. This is not included in quote.

**\*GENERATOR FUEL TANK SYSTEMS REQUIRE A WISCONSIN DEPARTMENT OF COMMERCE  
S.P.S. 310 STATE PERMIT BEFORE START-UP\***

**OR**

**This quotation is based on the generator being located at least 10' from any building.  
If generator is located within 10' of the building this quote will NOT meet MDEQ regulations.  
Please call to investigate options.**

**NOTE: Price includes four (4) hours of contractor start-up/field support time.**

**Generator Only, as listed .....\$      40,714.00**



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**Alt. #1 – OPTIONAL KOHLER MODEL KCP-AMTA-0400S – ATS 1200 Transfer Switch System**

--(1) 3-Pole, 4-Wire, Solid Neutral, 400-amp, Kohler Standard-rated Programmed Automatic Transfer Switch, Model KCP-AMTA-0400S, rated 480V, 60 Hz, complete with all standard equipment, and housed in a NEMA Type 1 enclosure.

--Includes:

Literature Languages: English  
Mechanism: Standard  
Transition: Programmed  
Logic: 1200  
Voltage: 480V / 60 Hz  
Poles & Wires: 3-Pole/4-Wire, Solid Neutral  
Enclosure: Nema 1

Amps: 400 Amps  
Connection: Standard  
ATS Utility Switching Device: None  
ATS Generator Switching Device: None  
IBC Seismic Certification: None  
CSA Certification: None  
Warranty: 1-YR STANDARD

--(1) Lit Kit, ATS Production, KCS/KCP/KCC

**Alt. #1, Optional ATS.....\$ 6,050.00**

- 8- to 10- Week lead time required.
- Quotation is firm for 60 days.
- Off-loading, installation, insulation, etc., of all associated equipment is not included unless otherwise stated.
- NETA Testing, if required, is not included and will be completed by others.
- Fuel, fuel piping plans, installation and permitting of tanks or piping, if required, is not included.
- Quotation meets functional intent of specifications, either verbal or written, unless otherwise noted.
- State and/or local permit, where applicable, are not included and must be purchased by owner or installing contractor.
- TERMS: 30% down payment required; balance due when equipment is delivered/received at site.
- Credit card payments are subject to a processing fee of 4%.
- TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted price and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.
- CANCELLATION: All orders cancelled after approval are subject to cancellation charges of 50%.

ACCEPTED BY:

P.O. Number: \_\_\_\_\_

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Quotation

Cummins Sales and Service  
875 Lawrence Drive  
De Pere WI 54115-5070 United States  
Direct: (920) 338-5986  
January 4, 2019

Project Name: Greenville 200kW Diesel Generator

Quotation: 375000000701496

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
	<b>Genset-Diesel, 60Hz,200kW</b>	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C200 D6D	Genset-Diesel, 60Hz,200kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L169-2	Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B943-2	Alternator-60Hz,12L,480/277V,120C,40C amb	1
H700-2	Generator Set Control-PowerCommand 1.1	1
B184-2	Exciter/Regulator-Pmg, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
K796-2	Stop Switch-Emergency	1
KS52-2	Relays-Auxiliary, Quantity 2, (25A-15V DC)/(10A-30V DC)	1
H609-2	Control Mounting-Left Facing	1
KV03-2	Load Connection-Single	1
KB72-2	CB or EB or TB-Bottom Entry, Right	1
KY06-2	<b>CB,Loc A,200A-600A,3P,LSI,600VAC,100%,UL</b>	1
C301-2	Fuel Tank-Regional, 2 Wall, Sub Base, 24Hr Minimum	1
C127-2	Separator-Fuel/Water	1
C312-2	Mechanical Fuel Gauge	1
C318-2	Switch-Fuel Tank, Rupture Basin, Installed	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
<b>BB89-2</b>	<b>Battery Charger - 6 Amp, Regulated</b>	<b>1</b>
E125-2	Engine Cooling-High Ambient Air Temperature	1



E089-2	Extension-Engine Coolant Drain	1
<b>F013-2</b>	<b>Duct Adaptor-Radiator Outlet</b>	<b>1</b>
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E153-2	Coolant Heater, Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
A299-2	Exhaust Connector-NPT	1
H706-2	Engine Oil	1
L028-2	Genset Warranty- Base	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
CP01-2	Common Parts Listing	1
SPEC-A	Product Revision - A	1
<b>A045P632</b>	<b>BATTERY,Group 34-Cold Start</b>	<b>2</b>
<b>0155-2342-05</b>	<b>Critical Silencer/Muffler-Side Inlet End Outlet-5"ASA Flange</b>	<b>1</b>

<b>SUPTRNG1D</b>	<b>Startup and Training, 1 day</b>	<b>1</b>
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Freight ENCL	No charge to site in enclosed freight carrier	1
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<b>ATCP-93A</b>	<b>Tank Testing, Area A</b>	<b>1</b>
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Freight	No charge to site Exclusive Use	1
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St120SN3RSL,PILNCCB,PILNOCB	Remote Estop BUG	1
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OMS	Three Sets of O&M Manuals	1
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GFCI 20A Recpt	120V GFCI Receptacle	1
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**Grand Total \$35,000.00**

Upon Acceptance of this Proposal, Customer accepts the proposed products as well as the attached Cummins Inc terms and conditions.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Optional NEMA 1, 400Amp, 480V Delayed (Program Transition) Automatic Transfer Switch (ADDER): \$2,500.00 each**

**Optional Fuel Spill Fill Box (ADDER): \$450.00**

**Optional Fuel Alarm Panel (ADDER): \$450.00**

**Optional 2 Hour Load Bank Testing (ADDER): \$450.00**

**Optional Stainless Steel Flex pipe (ADDER): \$300.00**

Thank you for considering Cummins Sales and Service, Inc. for this power generation project.

**Submitted by**

\_\_\_\_\_  
**Steve Buechler**

**steven.d.buechler@cummins.com**

**Mobile: (920) 655-3458**



**Cummins Sales and Service**  
**875 Lawrence Drive**  
**De Pere WI 54115-5070 United States**  
**Direct: (920) 338-5986**

**Standard Exclusions**

Off Loading  
Removal of Existing  
Installation  
HVAC / Vent work  
All Inlet and outlet louvers  
Installation of Exhaust components  
Insulation materials  
All fuel fill and vent piping  
All fuel fills  
All wiring  
All crane work  
Remote Fill Spill Panel (unless listed)  
Remote Fill Alarm Panel (unless listed)  
Wiring of GFCI Outlet  
Generator Enclosure



**Cummins Sales and Service**  
**875 Lawrence Drive**  
**De Pere WI 54115-5070 United States**  
**Direct: (920) 338-5986**

### **Terms and Conditions**

Extended Warranty Coverage is valid only in the United States and Canada. For Extended Warranty requirements outside of the United States and Canada, please contact your Cummins Power Generation-Fridley Warranty Analyst.

#### **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions, together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.

**QUOTE TERM; SCOPE.** The Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

**SHIPPING; DELIVERY.** Equipment is quoted FOB origin, freight prepaid to first destination, unless otherwise stated. For consumer and mobile products, freight will be charged to Customer. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. Cummins may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate.

**PAYMENT TERMS; CREDIT; RETAINAGE.** If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote, without deduction or setoff. If Commercial Customer pays by credit card, 3% will be added to the final price. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

**TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**TITLE; RISK OF LOSS.** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

**INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

**CANCELLATION; CHARGES.** If Customer cancels all or a portion of this Agreement after its release to Cummins, Customer may incur a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Written cancellation notice is required.

**MANUALS.** Unless otherwise stated, electronic submittals and electronic O & M manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**WARRANTY.** New and remanufactured Equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of the express manufacturer's warranty is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component.

**WARRANTY PROCEDURE.** Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil

filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

#### LIMITATIONS ON WARRANTIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**INDEMNITY.** Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

#### LIMITATIONS ON REMEDIES

THE MAXIMUM LIABILITY, IF ANY, OF CUMMINS FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CUMMINS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.

**FORCE MAJEURE.** Cummins is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

**DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings, or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**INSURANCE.** During the period in which any services are to be performed, Cummins shall maintain in full force and effect the following insurance coverages set forth below, at its sole cost and expense:

Commercial General Liability. Commercial General Liability Insurance of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate limit.

Automobile Liability. Business Auto Coverage with limits of \$1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles.

Worker's Compensation. Workers' compensation, occupational diseases, and disability benefits required by statute.

Employer's Liability. Employer's Liability with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit.

Umbrella Liability. Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**Intellectual Property.** Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins. Customer's rights in and to the Cummins' intellectual property are limited to those rights as expressly set forth in this Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by Cummins.

**MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

**MISCELLANEOUS CHARGES.** Cummins may incur additional charges which will be passed on to the Customer, as applicable.

**COMPLIANCE.** Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

Signature

Date

Title