

*****ATTACHMENTS*****

III

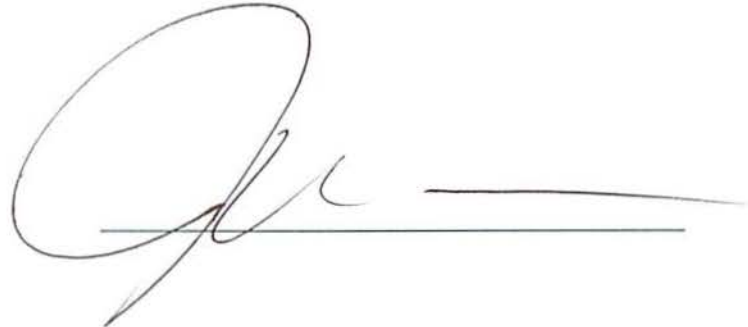
5.1

Res. No. 19 - 14 - 15. By Alderperson Heidemann. June 2, 2014.

A RESOLUTION authorizing entering into a contract for the resurfacing of S. 8th St. from Kentucky Ave. to Union Ave.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the resurfacing of S. 8th St. to Union Ave., according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

Pub Wks



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

6.2

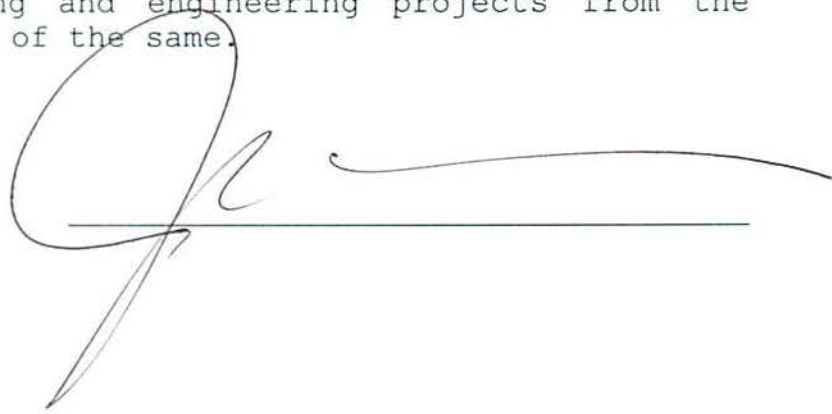
Res. No. 20 - 14 - 15. By Alderperson Heidemann. June 2, 2014.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Sheboygan County for the purposes of providing aerial ortho-photography and planimetrics as well as LiDar data for use in City mapping and engineering projects.

WHEREAS; the Sheboygan County Planning and Resources Department is conducting this work for the entire county the City of Sheboygan requires additional data that results in additional \$37,544 costs which the City is eligible for a \$10,000 grant.

THEREFORE, BE IT RESOLVED; that the appropriate City Officials are hereby authorized to enter into contract with Sheboygan County for the purposes of providing aerial ortho-photography and planimetrics as well as LiDar data for use in City mapping and engineering projects from the appropriate City accounts in payment of the same.

Pub. Wks.

A large, stylized handwritten signature in black ink, written over a horizontal line.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

6.3

Res. No. 21 - 14 - 15. By Alderperson Heidemann. June 2, 2014.

A RESOLUTION authorizing the Chief Administrative Officer to authorize a contract with Siemens to perform the required field service of the Wastewater Treatment Plant's Aeration Blowers.

WHEREAS: The City of Sheboygan owns two 350 horse-power high efficiency Turblex centrifugal air blowers which require field service inspections by a qualified manufacture's technician at set run hours;

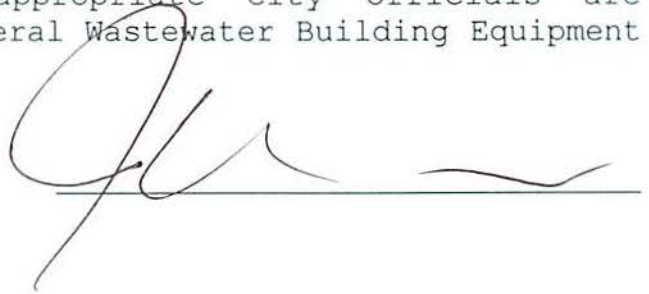
WHEREAS: The Turblex blowers are expected to reach the hours of service which trigger the inspections in July 2014;

WHEREAS, Siemens, owner of Turblex, Inc has performed services in the past at the Wastewater Treatment Plant and has quoted a price of \$23,317 to perform the Class I and Class II inspections of the Sheboygan Regional Wastewater Treatment Plant's Turblex Blowers;

NOW THEREFORE BE IT RESOLVED: That the Chief Administrative Officer is hereby authorized to enter into contract with Siemens to perform a Class I and Class II inspection on the Turblex blowers for a price not to exceed \$25,000 and waiving the need for competitive bidding.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from the General Wastewater Building Equipment Maintenance fund, 60138300-524110.

Pub. Wks.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Proposal Package w/ Attachments



WASTEWATER AERATION COMPRESSORS

SIEMENS

SIEMENS

Field Service Estimate

Customer: Sheboygan Regional WWTP
Contact: Robert Butcher
Email: robb@sheboyganwwtp.com
Phone: 920-459-3464

Siemens Proposal Number: F252-20004048
Site Name: Sheboygan WWTP
Model: STC-GO (KA05-SV-GL210)
Serial Number(s): 6625-6
Description or Scope: Class I s/n: 6625 and Class II s/n: 6626

Labor		
Total Number of Day(s) Onsite		9
Quantity of Persons		1
Mobilization (1 trip(s))		\$3,500
Weekday Labor (\$1312/ 8-hr work day)		\$11,808
Airfare		\$1,380
Per Diem (9 days on site, 2 waiting, 1 travel home day)		\$3,840
Equipment/Parts		\$2,439
Required Equipment/Parts for Class I s/n: 6625 and Class II s/n: 6626 service for 2 compressors include:		
Quantity	Part #	Description
1	NA	Equipment Alignment Charge
1	NA	Cleaning Kit
2	N17L05479	O-RING
2	KA5DH025	SEALING RING
2	89412019	O-RING
4	89412020	O-RING
1	N17L57219	O-RING
1	GL210T011	SHIM SET
1	GL210T0092	SHIM SET
2	89027296	O-RING
2	00080340017	O-RING
Toolbox Freight		\$350
Estimated Total for 2 unit(s)		\$23,317

Notes:

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Siemens technician. This pricing also assumes that proper lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform Class I and II. Does not include craft labor and tools to support the work.

This proposal includes required replacement components for service. Any significant wear or abnormalities identified requiring extra labor and parts shall be billed per Siemens' standard Service Rate Schedule. Siemens will provide an estimate of additional time and materials required. Recommended parts are returnable with 20% restocking fee. Required parts are nonreturnable.

Pricing validity is for 30 days. Shipment is EXW Springfield, Missouri (Incoterms 2010). All freight costs are the responsibility of the customer including packaging, taxes, duties, customs clearance and insurance. Siemens can provide a freight estimate for prepay and add upon request.

Attachments: Field Service Rate Sheet, Siemens Selling Policy, Mandatory Asbestos Reporting, Suggested Preventative Maintenance Schedule, Pre-Service Checklist & Mandatory Lifting Device Reporting.

Time and Material pricing per: Siemens FS Ratesheets for USA Onshore 2014/1/1
Terms and Conditions: Per Siemens Selling Policy 1200, 11/1/2012
Please forward Purchase Orders to: Siemens Demag Delaval Turbomachinery, Inc.
840 Nottingham Way
Hamilton, NJ 08638
Phone: 417-864-5599 / Fax: (609) 587-7790

Service Sales: Curtis Rogers curtis.rogers@siemens.com
Prepared By: Lucinda Wadle lucinda.wadle@siemens.com
5/2/2014

Field Service Rate Sheet

Services for USA (onshore)

All Siemens Industrial Steam and Gas Turbines, Compressors and Pumps

Daily Labor Rates					
Personnel Category	daily rate	daily rate	daily rate	hourly rate in excess of 8 hours worked	hourly rate in excess of 8 hours worked
	Mon - Fri based on 8 hour work days	Saturday based on 8 hour work day	Sunday or local holiday based on 8 hour work day	Mon - Sat	Sunday or local holiday
Specialist Services	\$ 1,976 USD	\$ 2,964 USD	\$ 3,952 USD	\$ 371 USD	\$ 494 USD
Technical Field Advisor (TFA)	\$ 1,588 USD	\$ 2,382 USD	\$ 3,176 USD	\$ 298 USD	\$ 397 USD
Field Service Technician	\$ 1,312 USD	\$ 1,968 USD	\$ 2,624 USD	\$ 246 USD	\$ 328 USD

Mobilization / Demobilization Fees (based on one way travel time) :					
Up to 4 hours*	Up to 8 hours*	Up to 12 hours USA / Canada *	Up to 12 hours International *	Up to 24 hours*	Up to 36 hours*
\$ 1,750	\$ 3,500	\$ 5,000	\$ 5,750	\$ 10,900	\$ 14,500

*Excludes airfare. Airfare is billed at cost plus 15% administration fee.

Daily Per Diem Charge: \$320 from arriving at location or cost plus 15% administration fee.

The above rates are in US Dollars and include expenses as referenced in the attached Charging Appendix.

Validity: From January 1, 2014 to December 31, 2014

Contacts: For Parts, Repairs and Service Support, please contact your local Siemens Power Systems Sales Person, Local District Service Manager, or 609-890-5000.

Siemens After-hours Emergency Cell Phone: 609-890-5555



"ZERO" harm to people and the environment is the ultimate goal in our business.



Siemens Demag Delaval Turbomachinery Inc.
840 Nottingham Way
Hamilton, NJ 08638

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in this document are the
property of Siemens
AG, its affiliates, or their
respective owners.

Doc Code:
TNT/ON/USD/2014/v0

Answers for energy.

SIEMENS

Charging Appendix - Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps
in U.S.A. and Internationally, except Canada

Effective January 1, 2014 Subject to change without notice

I. Selling Policy

All prices contained herein are subject to the terms and conditions of the Siemens Demag Delaval Turbomachinery, Inc. ("Siemens") Selling Policy 1200 for the Sale of Equipment and Services ("Selling Policy") in effect on the date an order is received, unless other terms are agreed to in writing by the parties. Capitalized terms used in this document shall have the definition set forth herein or, if no such definition is specified in this document, then they shall be as defined in the Selling Policy.

II. Price Policy

All rates and prices are subject to change without notice. Unless otherwise agreed, Siemens rates are expressed on the Field Service Rates Sheet as daily rates per category of Siemens personnel ("Daily Labor Rates"), plus Mobilization/Demobilization Fees and Per Diem Charges. Unless contracted otherwise, rates and prices for ongoing contracts will be those in effect at the time the work is performed. All rates shall be valid only for the period of validity set forth on the attached price list. Airfare and additional costs are billed as set forth herein. No personnel will be dispatched until a Purchase Order, or written authorization acknowledging acceptance of terms, pricing and agreement to pay is received.

III. Services Definitions

A. Specialist Services

Specialist Services are the following: (i) an engineer, project manager, or technical field advisor (TFA) directing Siemens personnel or advising Customer personnel to Siemens procedures and process specifications; (ii) TFA providing planning, scheduling, material management support or working directly with Customer's labor supervisor; (iii) diagnostic and operational trouble-shooting and commissioning of rotating equipment (conducted onsite or by telecommunication); (iv) diagnostic electrical testing, evaluation and set-up activities on control systems, voltage regulator systems, any on-line diagnostics or Level III NDE and balancing; (v) engineers located at Siemens home facilities, including District Offices and the Technical Support Center, providing technical studies and information relating to the design and operating parameters of rotating equipment. A job specific readiness fee will apply to all orders for Specialist Services that are not firm priced. This fee will cover pre-job efforts and will be quoted separately.

B. Technical Field Advisor (TFA)

TFA services are a TFA rendering advice and making recommendations based on Siemens procedures and drawings during disassembly, inspection, and replacement of parts, routine repair and reassembly of existing and installation of new Siemens supplied rotating equipment to Customer's employees.

C. Field Service Technician

Field Service Technician services are the performance of the disassembly, inspection, and replacement of parts, routine repair and reassembly of rotating equipment, or the complete removal and re-installation of the entire unit.

IV. Rates Payable

Except for small gas turbine services performed internationally, a Standard Day for on-shore work is defined as 8 hours working time. A Standard Day for off-shore work is defined as 12 hours working time. For small gas turbine services performed internationally outside of USA or Canada, a Standard Day is defined as 12 hours working time.

Minimum billing is the Daily Labor Rate. The applicable Daily Labor Rate applies to all time worked or traveled (excluding Mobilization/Demobilization travel time), with an allowance for lunch time. Overtime rates apply for time worked in excess of a Standard Day. This is an hourly charge, based upon actual additional time worked in excess of a Standard Day. Two overtime rates apply; one for time worked in excess of a Standard Day Monday through Saturday and one for time worked in excess of a Standard Day on a Sunday or local holiday.

The Daily Labor Rates include the supply and use of basic PPE (Personal Protective Equipment) and the use of standard small hand tools, as required by Field Service Technicians.

Siemens may offer a priority service, when the relevant Siemens personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable Daily Labor Rate will be charged where Siemens personnel are requested to be mobilized within 24 hours of the request being received. This charge is to cover for the disruption to job schedules and the re-allocation of manpower to accommodate the priority call. If Siemens is unable to meet the 24 hour mobilization request, there will be no additional charge.

V. Payment Terms for Supply of Personnel

Payment shall be as follows: Where the duration of the services is less than one month, payment will be 100% of the price of the balance of the services upon completion of the services. Where the duration of the services is greater than one month then the balance of the services shall be invoiced on a monthly basis until completion of the services. Payment shall be received within 30 days of the date of the invoice.

VI. Traveling and Other Expenses

A. Travel and Expenses: The Daily Labor Rates exclude the following costs, which shall be for Customer's account and will be charged separately:

- a) Mobilization/Demobilization Fees shall be charged at a graded fixed fee dependent on the required travel time from base location to the Site. Mobilization/Demobilization fees include preparation time, visa costs and all travel time and expenses (excluding: (i) airfare; (ii) Per Diem Charge as defined in Section VI(A)(b)). The transport from the point of embarkation to an offshore location and back will be provided by the Customer free of charge.
- b) Per Diem Charge: Accommodation, meals, local transportation and allowances, where not provided by the Customer will be charged on a lump sum daily basis. By agreement, the Customer may be charged actual cost of the accommodation, meals, local transportation and allowances plus a 15% fee for handling and administration costs.
- c) The Per Diem Charge will be assessed for each calendar day an individual is assigned to a project including non-working weekend days for jobs extending over the week-end(s).
- d) Where the Customer provides accommodation and food, it is to be to a standard which is acceptable to Siemens. In the event that this is, in Siemens' opinion, unsuitable, Siemens reserves the right to find an alternative which will be charged for as above.
- e) In the event that unusual expenses are required in traveling from the place of accommodation to the Site, Siemens reserves the right to charge the Customer for such expenses at cost plus 15% for handling and administration expenses.
- f) Siemens reserves the right to charge business class flights.
- g) All separately invoiced items over and above the Daily Labor Rate, Per Diem Charge, Mobilization/Demobilization Fees and/or airfare will be charged at cost plus 15% fee for handling and administration costs.

B. Departure Delay and Cancellation

a) Departure delay - Standby in Home Base

If the fixed date for the personnel delegation is delayed due to reason by the Customer, Siemens is prepared to keep the nominated personnel on stand-by up to 7 calendar days. In this case Siemens shall charge a delay fee of the full applicable Daily Labor Rate per calendar day of delay.

b) Departure Delay - At Point of Embarkation

Should departure of personnel be delayed at the point of embarkation for any reason beyond Siemens control, the applicable Daily Labor Rate will be charged per day of delay. Accommodation and meals where provided by Sie-

Charging Appendix - Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps
in U.S.A. and Internationally, except Canada

Effective January 1, 2014 Subject to change without notice

mens will also be charged according to the published rates.

c) Cancellation

Where Siemens is notified by the Customer of a cancellation less than 7 days prior to planned mobilization, a cancellation fee of one single day at 100% of the applicable Daily Labor Rate will be charged.

Should any job be cancelled or postponed by the Customer after the representative has been dispatched, all costs incurred for time and expenses will be charged in accordance with the terms of this Field Service Rate Sheet and Charging Appendix.

C. Home Leave

a) For USA/Canadian service personnel, when a project is expected to exceed 5 continuous weeks of duration, following every 3 weeks of continuous attendance at an onshore site, including any days spent traveling, the Customer will allow each member of Siemens personnel an extended weekend home leave journey at the Customer's expense. For International personnel, home leave is permitted every 2 months for 10 days at the Customer's expense.

b) If continuous attendance of Siemens personnel is requested and Siemens agrees to delegate substitute personnel, the applicable Mobilization/Demobilization Fee shall be paid by Customer.

c) Following every fourteen days of continuous attendance off-shore, Siemens reserves the right to charge the Customer a further mobilization fee for each member of Siemens personnel.

d) Days spent traveling with respect to home leave shall be charged at the applicable Daily Labor Rate. Should any member of Siemens personnel cancel a home leave journey, the Customer shall be charged for the airfare and/or other travel costs incurred by Siemens.

D. Tools

a) Charges for equipment, tools, measuring instruments and special assembly tools supplied with Siemens field service personnel for use by Siemens or its subcontractors ("Tools") will be quoted by your local Siemens representative. Costs of transportation of Tools (including all applicable transportation charges, insurance, customs/duties, etc.) will also be charged at cost plus 15% fee for handling and administration costs. The rental time applies from the day of dispatch from base to return receipt.

b) Siemens will catalogue the Tools required to be returned to base. If for any event the catalogued Tools are not returned within 30 days after leaving site, Siemens will charge the Customer the current replacement cost.

c) Prices quoted will include normal replenishment and re-calibration. Ex-

cessive loss or damaged Tools beyond the control of Siemens will be charged to the Customer.

E. Shift Work

Shift work is defined as those circumstances where, in a given day, more than one service crew is engaged to perform the service activity. In such instances Siemens reserves the right to charge a shift premium in addition to the applicable Daily Labor Rates.

F. Technical Consultation

a) During on-site service work it might be necessary to involve specialists from Siemens headquarters for particularly complicated technical questions such as certain analysis, calculations or similar tasks. For such technical consultation, Siemens will invoice this charge on an hourly basis according to the Specialist Services rates as defined in the published rates sheet.

b) Where technical consultation is required to be provided at Site, charges will be in accordance with the published rate sheets for Specialist Services. Before such work is commenced, a separate agreement has to be established, unless it is already agreed upon in the order.

VII. Working Conditions and Special Costs

Costs for factory security officers, medical services, industrial safety and supporting activities at the Customer site will be for the account of the Customer. Where additional security is required to comply with Siemens travel regulations (based on Siemens Corporate Security Office), this will be charged at cost plus 15% fee for handling and administration costs.

In case of accident or illness, the Customer undertakes to provide immediate medical assistance and if necessary, to transfer any injured or sick person to a hospital preferably conforming to North American standards. Should repatriation become necessary as a result of serious illness or death, the Customer shall attend to all formalities and pay all the costs incurred thereby. Should replacement personnel be required, the costs for same shall be borne by the Customer.

The Customer shall make available free of charge to Siemens personnel: office space, telephone, high speed internet connection and telex/fax (communication with home office shall be free of charge) and all such other facilities as are available to Customer's own personnel.

Any social amenities available at the job site or introduced there during the progress of site work, as well as any special benefits granted, shall be made available to Siemens personnel in the same manner and extent as accorded to any other foreign personnel at the job site.

In the interests of avoiding language difficulties, the Customer shall, for own account, make available the services of interpreters where work is being performed.

If an incident occurs whereby the Siemens personnel are unable to safely continue working at Site and which, in agreement with the Customer, results in their repatriation to home base the cost for both the repatriation and subsequent return to Site of the personnel or their replacements shall be borne by the Customer.

VIII. Additional Notes

a) In the event Siemens uses outside or subsidiary personnel to perform services that would normally be performed by Siemens personnel, Siemens will invoice Customer for such personnel at the hourly rates published herein.

b) Non-Siemens parts or materials supplied during the work will be charged at cost plus 25%.



Siemens Demag Delaval Turbomachinery, Inc.
A Siemens Company
840 Nottingham Way
Trenton, New Jersey, U.S.A. 08638

Selling Policy 1200

(For Sales in the U.S.A.
Excluding the States of Louisiana and Mississippi)

November 1, 2012
Supersedes Selling Policy 1200 dated May 1, 2005

**These Terms and Conditions Govern
the Sale of Equipment and Services**

The terms and conditions set forth in the Siemens Demag Delaval Turbomachinery, Inc. proposal and in this Selling Policy 1200 are the terms and conditions governing the Siemens proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for sixty (60) days from the date of the proposal unless extended or withdrawn in writing by Siemens. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to Siemens during such validity period will form an Agreement based upon the terms and conditions of the Siemens proposal and this Selling Policy 1200.

1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- A. "ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.
- B. "Agreement" means the Siemens proposal, this Selling Policy 1200, Purchaser's purchase order, as accepted by Siemens, (excluding any pre-printed terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the Siemens offer as set forth in the Siemens proposal; or an integrated agreement signed by Siemens and Purchaser; for the Equipment, and/or Services.
- C. "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- D. "Equipment" means equipment, components, parts, materials and Software provided by Siemens pursuant to the Agreement.
- E. "Field Installation Services" means the installation by Siemens of Purchaser's Material at the Site.
- F. "Field Repair and Modernization Services" means the repair, modification or modernization work, or some or all of them, performed by Siemens on Purchaser's Material at the Site and for certain activities at a repair facility selected by Siemens.
- G. "Hazardous Material" means any material listed in the "Hazardous Material Table" set forth in 49 CFR 172.101 as amended.
- H. "Maintenance Services" means the disassembly, inspection and reassembly of Purchaser's Material at the Site.
- I. "Nuclear Incident" shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
- J. "Party" means individually either Siemens or Purchaser.
- K. "Parties" means collectively both Siemens and Purchaser.
- L. "Presumed Asbestos Containing Material" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- M. "Purchaser" means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser's Material is or will be situated.
- N. "Purchaser's Material" means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.
- O. "Services" means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and Technical Services; or some or all of them provided by Siemens pursuant to the Agreement.
- P. "Services on Third Party Parts" means Services in connection with Third Party Parts.
- Q. "Shop Repair and Modernization Services" means work performed by Siemens on Purchaser's Material at a Siemens manufacturing plant, a Siemens repair facility or another suitable facility selected by Siemens.
- R. "Siemens" means Siemens Demag Delaval Turbomachinery, Inc. and its affiliated companies and their subsidiaries, successors and assigns, and each of their respective partners, principals, shareholders, directors, officers, employees, and agents.
- S. "Site" means the Purchaser's facility where the Equipment or Purchaser's Material is or will be situated.
- T. "Special Services" means the performance by a Siemens field service representative of diagnostic and operational troubleshooting on Purchaser's Material, both on line and off line. This work may be conducted on Site or by telecommunication.

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U. "Software" means instructions in machine readable form, other than source code, and associated documentation delivered by Siemens to Purchaser in chip, disk and/or tape format.

V. "Subsupplier" means any subcontractor or supplier of any tier who supplies goods and services to Siemens in connection with the obligations of Siemens under the Agreement.

W. "Technical Field Assistance" means the advice and consultation given to Purchaser's personnel by a field service representative of Siemens with respect to:

- (1) installation, inspection, repair and/or maintenance activities performed by others at the Site, and
- (2) any Siemens recommended quality assurance procedures for activities performed at the Site.

Technical Field Assistance does not include management, supervision or regulation of Purchaser's personnel, agents or contractors.

X. "Technical Services" means (i) Technical Field Assistance; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by Siemens, Purchaser or others; (v) technical information provided by Siemens, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser's personnel at the Site or at a Siemens facility by a Siemens engineer or technician; and/or (viii) advice and guidance given to Purchaser by Siemens field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser's Material.

Y. "Third Party Parts" means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser's Material which were not manufactured or supplied by Siemens or the predecessors of Siemens or which were originally supplied by Siemens or the predecessors of Siemens and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with Siemens or with a predecessor of Siemens.

2. Scope

Siemens will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

3. Price Policy

For an Agreement for Equipment supply only, unless otherwise stated in the Siemens proposal, the price does not include disassembly and reassembly of Equipment at the Site.

Prices are firm for (i) Equipment with a scheduled shipment date of sixty (60) weeks or less from Siemens' acceptance of the Purchase Order and (ii) Services which are scheduled to be performed within sixty (60) weeks from Siemens' acceptance of the Purchase Order.

For (i) Equipment with a scheduled shipment date in excess of sixty (60) weeks and (ii) Services scheduled to be completed beyond sixty (60) weeks from Siemens' acceptance of the Purchase Order, the prices are subject to adjustment upward or downward for changes in the specified labor and material indexes in accordance with the provisions of the applicable Siemens Price Adjustment Policy.

4. Terms of Payment

A. Unless otherwise specified, Siemens shall issue invoices in accordance with the schedule set forth in the Siemens proposal. If an invoice schedule is not set forth in the Siemens proposal, Siemens shall issue invoices as the work is completed, but no more often than monthly. In any event, all invoices shall be paid within thirty (30) days after the date of the invoice.

B. In any instance where Purchaser is unable to return components to Siemens for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by Siemens at a later date, Siemens reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by Siemens at a later date will be performed as a Purchaser requested change under Article 18, Changes.

C. If shipments are delayed by Purchaser, affected payments shall become due based on the date Siemens is prepared to make shipment.

D. Any past due amounts shall, without prejudice to the right of Siemens to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due Siemens may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11, Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payments deficiency by Purchaser. The schedule for the resumed work will be established by Siemens based on its then current work load and the availability of other resources. All Siemens expenses associated with any such suspension shall be for the account of Purchaser.

E. If there exists a good faith dispute over the amounts to be paid, Purchaser shall notify Siemens in writing that such dispute exists and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with that portion, together with the interest charge specified in Paragraph D above, due thirty (30) days after said resolution.

F. Unless otherwise set forth in the Siemens proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of Siemens, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

G. THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SIEMENS PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SIEMENS ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above and/or provision of the remedy set

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forth in the Siemens proposal shall constitute complete fulfillment of all liabilities of Siemens to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

5. Delivery, Title and Risk of Loss or Damage

A. Unless otherwise stated in the Siemens proposal, delivery of each component of Equipment shall be made Ex Works (Incoterms 2010) at the manufacturing plant ("Delivery"). Subject to the provisions of Paragraph B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from Siemens to Purchaser upon Delivery.

B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with Siemens or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due Siemens have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber Siemens' or its licensor's ownership of the Software, or as limiting Siemens or its licensor from using and licensing the Software to any third party.

C. Purchaser's Material sent to Siemens for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by Siemens where the work is to be performed. Title to such Equipment or Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to Siemens upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by Siemens at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by Siemens, as part of its warranty obligations shall, at Siemens' option, revert back to Siemens upon completion of the replacement, with a deemed value of zero.

D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against Siemens and its Subsuppliers.

6. Transportation

A. Transportation and Storage: When items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, Siemens will notify Purchaser to arrange for shipment. If Siemens has agreed in the Siemens proposal to transport Equipment, when items of Equipment are ready for shipment or Shop Repair and Modernization Services is completed on Purchaser's Material, Siemens will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to Siemens; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material freight prepaid and included in the price by Normal Carriage:

- (1) to Purchaser's designated destination when shipped by highway transport, or
- (2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide Siemens with timely shipping instructions, Siemens will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by Siemens.

If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding Paragraph, all expenses thereby incurred by Siemens, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, taxes and insurance, shall be payable by Purchaser upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage.

B. Normal Carriage: When Siemens is providing the transportation of the Equipment and/or Purchaser's Material, Siemens shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of export selected by Siemens in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse Siemens for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

Purchaser also agrees to pay or to reimburse Siemens for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

7. Warranty

A. Equipment Warranty and Exclusive Remedy (excluding Software): Siemens warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

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If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, Siemens will at its option and expense correct such nonconformity by repair or replacement.

B. Software Warranty and Exclusive Remedy: If Equipment includes Software, Siemens also warrants that the Software will be free of errors which materially affect its utility until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period").

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Software fails to conform to its warranty, Siemens will at its option and expense correct the nonconformity by correction in the medium originally supplied or by providing a procedure to Purchaser for correction of the nonconformity. Third party Software shall be warranted on a pass through basis in the same manner and for the same period and extent provided to Siemens by the entity which supplied said third party software.

C. Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty and Exclusive Remedy: Siemens warrants that the work performed by Siemens on Purchaser's Material, including any materials (excluding consumables) supplied by Siemens in connection therewith (hereinafter in this Paragraph C referred to as the "Work"), will be free of defects in design, workmanship and materials until one (1) year after the completion of such services (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, Siemens will at its option and expense correct such nonconformity by repair, replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, Siemens will refund the amount of the compensation paid to Siemens by Purchaser for such nonconforming portion of the Work.

D. Technical Services Warranty and Exclusive Remedy: Siemens warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by Siemens in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by Siemens (the "Technical Services Warranty Period").

If during the Technical Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that any portion of the Technical Services fails to conform to the Technical Services Warranty, Siemens will promptly reperform such nonconforming portion of the Technical Services. If reperformance is impracticable Siemens will refund the amount of the compensation paid to Siemens for such nonconforming portion of the Technical Services.

E. Title: Siemens warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, Siemens, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. Warranty Conditions: The warranties and remedies set forth in this Article are conditioned upon:

(1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of Siemens to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by Siemens and not have been subjected to accident, alteration, abuse or misuse; and

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by Siemens, which may include broadband connection.

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the Siemens scope of work under the Agreement, Purchaser providing, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or Purchaser's Material to the extent necessary to permit Siemens to perform its warranty obligations.

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shift shall be to Purchaser's account.

(5) Purchaser, without cost to Siemens, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist Siemens in the performance of its warranty obligations.

(6) Purchaser, with respect to Paragraph 5 above, reimbursing Siemens for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site.

(7) Prior to the return of any Equipment or Purchaser's Material to Siemens, the Purchaser must obtain authorization and shipping instructions from Siemens. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by Siemens. In no event will Siemens be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. Siemens reserves the right to reject any unauthorized returns and/or Hazardous Material.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should Siemens have any liability at all, Siemens' liability shall in no case exceed Siemens' obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which Siemens would have had to perform if such warranty remedy had been carried out immediately following such failure but prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment repaired or replaced by Siemens pursuant to this Article 7 shall not exceed the earlier of twelve (12) months after the date of completion of the item of repaired, replaced or reperfomed Equipment or Services or six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

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I. **Additional Conditions Applicable to the Sale of Monitoring Devices:** Monitoring devices supplied by Siemens pursuant to the Agreement, such as but not limited to, monitors for generator condition and for steam chemistry, may enable users to better diagnose and control conditions within a turbine generator. While such monitors may permit earlier detection of harmful conditions, Siemens does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in a turbine generator and Purchaser acknowledges the same.

J. **Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing:** Diagnostic and non-destructive examination and testing techniques employed by Siemens may not detect all of the defects in Purchaser's Material (including indications of cracking) and such failure shall not constitute a breach by Siemens of its warranty obligations. Purchaser acknowledges that Siemens will not be responsible for the consequences of undetected defects including undetected cracks.

K. **Additional Conditions Applicable to Technical Field Assistance:** Where Siemens furnishes Technical Field Assistance under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by Siemens, under no circumstances shall Siemens provide or be obligated to provide Technical Field Assistance directly or indirectly to any competitor of Siemens or their employees, representatives, or consultants.

L. **Exclusivity of Warranties and Remedies:** THE WARRANTIES PROVIDED BY SIEMENS AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute Siemens' sole and exclusive liability and Purchaser's sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

8. Taxes

The price paid or to be paid to Siemens under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on Siemens) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser's Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse Siemens for any such taxes or costs, expenses, claims, liabilities, or losses including without limitations tax liabilities, penalties, and interest as a result of Purchaser's acts or omissions related to such taxes, which Siemens or its Subsuppliers are required to pay or are incurred by Siemens and its Subsuppliers.

9. Additional Conditions Applicable to Nuclear Installations

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Purchaser Insurance

(1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its Subsuppliers as additional insureds.

(2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its Subsuppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. **Waivers by Purchaser:** Neither Siemens nor its Subsuppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. **Third Party Property Protection:** Purchaser will indemnify and hold Siemens and its Subsuppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of Siemens and its Subsuppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

D. **Decontamination:** Purchaser shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

10. Force Majeure

A. Siemens will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause beyond the reasonable control of Siemens or its Subsuppliers or from any act of God; act of civil or military authority; act of war whether declared or undeclared;

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act (including delay, failure to act or priority) of any governmental authority or Purchaser; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; embargo, epidemic or quarantine; railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for Siemens' personnel or its Sub-suppliers' personnel, necessary import or export licenses, or materials from usual sources.

B. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse Siemens for its additional costs and expenses resulting from the delay.

11. Termination

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to Siemens, subject to Purchaser's payment of Termination Charges. Should the work be delayed for a period in excess of six (6) months for any reason attributable to Purchaser and/or force majeure, or should any payment from Purchaser be thirty (30) days or more past due, at the option of Siemens, Siemens may deem the Agreement to have been terminated by Purchaser. Termination Charges under this Section 11 will be either: (a) the applicable termination fee from the termination fee schedule set forth in the Siemens proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its Subsuppliers, and any applicable cost allocated in contemplation of performance. Siemens will make every reasonable effort to minimize the Termination Charges. The Parties agree that such Termination Charges, including termination fees set forth in the Termination Fee Schedule, are a reasonable determination of the damages that Siemens would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the Siemens invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by Siemens; or (ii) a material breach of the Agreement by Siemens, which Siemens fails to commence to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, Siemens will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to twenty percent (20%) of the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, Siemens shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses incurred by Siemens as a result of such breach. Siemens may terminate the Agreement for cause in the event of a material breach of the Agreement by Purchaser. If Siemens terminates the Agreement pursuant to this Paragraph 11.C, Purchaser shall pay Siemens the Termination Charges (as defined in Paragraph 11.A) within thirty (30) days from the date of the Siemens invoice.

D. In addition, if at any time during the performance of its work under the Agreement Siemens reasonably determines that the Purchaser's financial condition may render it insolvent or unable to make future payments under the Agreement, then Siemens shall be entitled to one or more of the following at Siemens' option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to Siemens; (iv) other payment security or credit support mutually agreed by Purchaser and Siemens.

12. Intellectual Property Infringement

A. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as Siemens is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. Siemens will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after delivery by Siemens, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Purchaser shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Purchaser under the provisions of Paragraph 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

13. Confidential Information

A. Siemens may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of Siemens' intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by Siemens or use any such information for other than the purpose for which it is supplied without the prior written permission of Siemens. The provisions of this Paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. Siemens also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of Siemens.

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C. Siemens also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by Siemens in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to Siemens for destruction by Siemens. Siemens may (in addition to any other legal or equitable rights and remedies) stop the work until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Purchaser will reimburse Siemens for Siemens' and its Subsuppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to paragraphs 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of Siemens' confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on Siemens' confidential information or intellectual property without Siemens' prior written consent. Purchaser further agrees that if it obtains any such intellectual property rights, it has acted or will act as an agent for the benefit of Siemens for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from Siemens assign the same to Siemens.

E. Purchaser shall indemnify and hold Siemens harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide Siemens with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Siemens and its Subsuppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by Siemens in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Siemens shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

14. Limitation of Liability

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SIEMENS NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF DATA; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OF CUSTOMERS OF PURCHASER.

B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SIEMENS OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THE APPLICABLE PURCHASE ORDER.

C. ALL LIABILITY OF SIEMENS AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

D. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

15. Transfer; Ownership and Export Compliance

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by Siemens' or its Subsuppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for Siemens written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by Siemens or its Subsuppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of Siemens and its Subsuppliers with respect to each and every such other owner at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

C. Transfer contrary to the provisions of paragraph 15.A. above or in breach of paragraph 15.B. above, shall make Purchaser the indemnitor of Siemens and its Subsuppliers against any liabilities incurred by Siemens and its Subsuppliers in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

D. Purchaser acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment and/or Services provided under the Agreement, including any export license requirements. Purchaser agrees that such Equipment and/or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS."

16. Software License

Siemens grants to Purchaser a nonexclusive, nontransferable license to utilize the Siemens Software furnished hereunder solely for Purchaser's internal use in connection with the Siemens equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the Siemens Software, including, without limitation, the copyright to such Software, shall remain exclusively with Siemens. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence of any Software licensed hereunder. Third party Software provided by Siemens may be subject to a separate license agreement and/or registration requirements and limitations on copying and use.

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17. Compliance with Laws

In the performance of work under the Agreement, Siemens and its Subsuppliers shall comply with all applicable provisions of Executive Order 11246, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by Siemens with applicable laws, regulations and technical codes and standards as they are in effect on the date of the Siemens proposal (or the effective date of the Agreement if no proposal was provided).

18. Changes

A. Purchaser may request changes within the scope of the Agreement and, if accepted by Siemens, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Expenses incurred by Siemens due to (i) delays, other than delays which are deemed to be within the reasonable control of Siemens, and (ii) changes in applicable laws, regulations and technical codes and standards or the imposition of new laws, regulations and/or technical codes and standards after the applicable date set forth in Article 17 will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in the previous Paragraph.

C. Siemens may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which Siemens is providing Services under the Agreement, or the schedule.

19. Inspection by Purchaser

Purchaser shall have reasonable access to the areas of the Siemens plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. Siemens, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit Siemens to include said witness tests in the schedule. Siemens, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. Siemens will exercise reasonable efforts to secure similar rights with respect to the inspection of Purchaser's work at Subsupplier's premises.

20. Removal of Hazardous Material

Prior to the shipment of any Equipment or Purchaser's Material to Siemens for Services at Siemens' or its Subsuppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

21. Purchaser's Third Party Parts Warranty

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. Siemens' warranties set forth in Article 7 do not apply to any Third Party Parts or Services on Third Party Parts, and SIEMENS DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.

22. Indemnity

Until the expiration of the applicable Warranty Period, Siemens shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of Siemens, or any of its officers, directors, agents, employees or Subsuppliers in connection with performance of work under the Agreement ("Purchaser Indemnity Claim"). Siemens' indemnification obligations under this Section 22 are conditioned upon Purchaser providing Siemens with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim.

Until the expiration of the applicable Warranty Period, Purchaser shall indemnify, hold harmless and defend Siemens its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("Siemens Indemnity Claim"). Purchaser's indemnification obligations under this Section 22 are conditioned upon Siemens providing Purchaser with: (i) prompt notice of any Siemens Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Siemens Indemnity Claim.

23. Siemens Insurance

In connection with the Agreement, Siemens shall maintain insurance (or self insurance) as specified below:

A. **Worker's Compensation:** Siemens shall comply with workers compensation laws (or equivalent) in each jurisdiction where work is performed, and shall maintain a Workers Compensation and Employers Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee

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B. **Commercial General Liability:** Siemens shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury, Property Damage, Explosion, Collapse and Underground hazards (XCU); Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

C. **Business Automobile Liability:** Siemens shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

D. **Umbrella Liability:** Siemens shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Siemens or its Subsuppliers.

24. Purchaser's Insurance

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

A. **All Risk Builders Risk:** Purchaser shall purchase and maintain throughout construction of the project, "All Risk" Builders Risk insurance for the Site. Such insurance shall be purchased and in effect at least ten (10) calendar days before the start of any Services at the Site or the arrival of the first item of Equipment at the Site, whichever first occurs. Siemens and its Subsuppliers shall be named as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment once at the Site and the Purchaser's Material) on such All Risk Builders Risk policy.

B. **Property Insurance:** Upon completion of the project, Purchaser shall purchase and maintain property damage insurance for the facilities at the Site until the expiration of the last of the applicable Warranty Periods. Such insurance will name Siemens and its Subsuppliers as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material).

C. **Worker's Compensation:** Purchaser shall comply with applicable workers compensation laws (or equivalent), and shall maintain a Workers Compensation and Employers Liability insurance policy. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee

D. **Commercial General Liability:** shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury, Property Damage, Explosion, Collapse and Underground (XCU) hazards; Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

E. **Business Automobile Liability:** Purchaser shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

F. **Umbrella Liability:** Purchaser shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

G. The coverages set forth in D, E and F above shall include Siemens as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors.

25. Miscellaneous Provisions

A. **Shipment Dates:** Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, Siemens repair facility or other facility where the Services are performed and are predicated on the prompt receipt by Siemens from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request Siemens to ship any Equipment or Purchaser's Material prior to a date established based on Siemens standard lead time for such Equipment or Purchaser's Material, and provided Siemens accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.

B. **Waivers:** The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

C. **Modification:** No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

D. **Headings:** The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

E. **Assignment:** Except for assignment by Siemens to an affiliate of Siemens, the Agreement will not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void.

CONFIDENTIAL

F. **Governing Law:** The Agreement will be construed and interpreted in accordance with the laws of the State of New Jersey without application of its choice of law or conflict of law rules.

G. **Personnel:** Siemens reserves the right to change any of its personnel performing Services under the Agreement. In such event, Siemens will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.

H. **Performance Guarantee(s) and Exclusive Remedy:** There are no performance guarantees of the Equipment and/or Services unless specifically set forth in the Siemens proposal. In the event any performance guarantees are provided in the Siemens proposal, Purchaser's sole and exclusive remedy and Siemens' sole and exclusive liability for any failure of the Equipment and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such Siemens proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no foul" basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.

I. **Environmental Compliance:** Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish Siemens with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by Siemens. Purchaser shall handle, store and dispose of Hazardous Material in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Purchaser shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Material which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall indemnify and hold Siemens harmless for all pollution and environmental impairment arising from the Purchaser's property, the Equipment or the Services.

J. **Asbestos and Thermal Insulation**

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by Siemens or its Subsuppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at the Site:

(a) The Purchaser shall, at Purchaser's expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SIEMENS IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE.

Without limiting its other rights and remedies Siemens shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Paragraph 25.J(1) above and this Paragraph 25.J(2), and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by Siemens and only after Siemens has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) Siemens makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless Siemens is provided satisfactory written evidence that such GPW is not ACM, Siemens shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:

(i) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq.;

(ii) such activities do not require a permit, license, or authorization;

(iii) such activities are not likely to generate airborne asbestos fibers, and

(iv) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and Siemens shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 25.J.

K. **Integration:** The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

CONFIDENTIAL

L. **Survival:** The provisions entitled "Intellectual Property," "Additional Conditions Applicable to Nuclear Installations," "Confidential Information," "Limitation of Liability," "Transfer; Ownership and Export Compliance," "Software License," the second Paragraph of "Delivery, Title and Risk of Loss or Damage," and subsection (5) of the provision entitled "Asbestos and Thermal Insulation" shall survive termination, expiration or cancellation of the Agreement.

M. **Site Safety:** Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which Siemens will perform the work. Siemens shall not be obligated to commence or perform work unless Purchaser's site complies with all applicable safety requirements. In the event Purchaser's site safety is non-compliant, Siemens may suspend work until such time as Purchaser corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Purchaser's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

N. **Severability:** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

CONFIDENTIAL

SIEMENS

January 1, 2014

**Subject: Siemens Memo / fax – External
Regional Company – Cross-Sector Business**

Dear Siemens Energy Equipment Owners,

In our commitment to provide better services to our customers, the Siemens rotating equipment that has been serviced from the Springfield, MO facility will now be managed by our North American service group, Energy Service Division – Oil & Gas of **Siemens Demag Delaval Turbomachinery, Inc.** This service work will include spare parts, field service, repairs, modifications & upgrades. The Springfield, MO. facility will continue to manage and provide the sell of new equipment, start-up, and warranty of the Turblex, Schiele, Kuhnle, Kopp & Kausch, and PGW blowers, compressors, and fan brands.

This change will take effect on January 1, 2014. While many of the personnel that have been supporting your equipment will remain the same, quotations, communication, invoices, etc... will be issued under the respective North American business unit.

The Siemens Demag Delaval Turbomachinery, Inc. site, located in Hamilton, New Jersey is a service facility that has been providing customized turbomachinery service solutions for over 100 years, and is the headquarters for the Siemens Energy Services, Oil & Gas and Industrial Applications Division (E S SO).

This location manufactures parts, performs repairs, and provides field services for Single stage blowers, Gas Turbines, Steam Turbines, Compressors, Generators, and Pumps. Services are available for new and legacy OEM equipment brands including:

- Siemens - steam turbines, compressors, small and medium gas turbines
- Westinghouse - steam turbines and generators
- Delaval - steam turbines, compressors, and pumps
- Demag - compressors
- Alstom - steam turbines
- Turblex – Blowers, compressors and fans
- Schiele – Fans
- Kuhnle, Kopp & Kausch – compressors, fans
- PGW - Compressors

Siemens is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field service personnel. The Siemens field service group is supported by a staff of mechanical, electrical, and instrumentation engineers from our engineering centers.

With this upgrade in customer focus please note that our legal address and remit to information for purchase orders has changed. To make this transition as smooth as possible, please update our information in your systems to the following:

Siemens Demag Delaval Turbomachinery, Inc.

840 Nottingham Way
Hamilton, NJ 08638

Tel: (609) 890-5000
Fax: (609) 587-7790

www.siemens.usa.com

SIEMENS

In the United States

Purchase orders should be addressed to:
Siemens Demag Delaval Turbomachinery, Inc.
840 Nottingham Way
Hamilton, NJ 08638
USA

Remit to:
Siemens Demag Delaval Turbomachinery, Inc.
Dept. AT 40131
Atlanta, GA 31192-0131

Remit via Bank Wire to:
Mellon Bank
Pittsburgh, PA
RT# 043000261 Account# 022-1735

Should you have any problems or additional needs please do not hesitate to contact us.

With kindest regards,

Curtis Rogers
Americas Service and Sales Engineer

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
4654 W. Junction Street
Springfield, MO 65802
United States of America

Tel.: +1 417-864-5599
Fax: +1 417-866-0235
Mobile: +1 417-827-2371
<mailto:curtis.rogers@siemens.com>

Dan Chekay
Product Line Manager – Compressors and Pumps

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Mobile: +1 609 462-9344
<mailto:daniel.chekay@siemens.com>

Section G.1 – Suggested Preventative Maintenance Schedule by Plant Personnel

1.0 Routine Inspections

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Sample and conduct oil analysis/change oil as required
- D. Inspect and change oil filter(s) as required (See Section H, Item 0740).
- E. Check lube oil level / fill as required (Max full equals lower 1 inch of your dip stick)
- F. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- G. Verify surge detection unit operates properly / Clean per Section H, Item 1370

2.0 Annual Inspections

- A. Repeat routine inspections, plus - - -
- B. Inspect inlet filters and silencer for cleanliness and general condition
- C. Verify discharge check valve operates properly to prevent back flows
- D. Verify proper operation of blow-off, and butterfly valves
- E. Inspect control arm(s) of variable control vanes for slippage
- F. Calibrate inlet guide vane and variable diffuser vane operating span
- G. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- H. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- I. Test Limit switches

3.0 Drive Motor

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Service and Lubricate as indicated in the O&M. Follow instructions found in the Components section of this manual (See Section H, Item 0020).

4.0 Auxiliary Oil Pump

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Lubricate bearings every three (3) years. Follow instructions found in the Components section of this manual (See Section H, Item 0705).

5.0 Solenoid Valve and Butterfly Valve

- A. While unit is off-line, operate the valve once a month to insure proper opening and closing.

Note: Change of Lube Oil

- A. The lube oil should be changed after the first 500 hours of operation. Subsequent oil samples should be evaluated by an oil analysis service every three (3) months, with change of lube oil to take place according to the recommendation of the oil analysis service.

Section G.1 – Suggested Preventative Maintenance Schedule

Section G.1 – Suggested Preventative Maintenance Schedule by Authorized SIEMENS ENERGY, INC. Personnel

Siemens offers the following services independently or through our preventative maintenance program. These services are designed to provide long term performance and maximized power savings throughout the life of the blower. Aeration and process control service and tuning is also available.

1.0 Annual Inspections -

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Check lube oil level
- D. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- E. Verify surge detection unit operates properly / Clean per Section H, Item 1370
- F. Inspect inlet filters and silencer for cleanliness and general condition
- G. Verify discharge check valve operates properly to prevent back flows
- H. Verify proper operation of blow-off, and butterfly valves
- I. Inspect control arm(s) of variable control vanes for slippage
- J. Calibrate inlet guide vane and variable diffuser vane operating span
- K. Inspect all mechanical and electrical connections are secure (up to discharge cone)
- L. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- M. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- N. Test Limit switches

2.0 Class I Inspection - (air-end)

- A. First recommended inspection is at approximately 18,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 4-6 days, per unit, assuming one (1) local helper and crane facilities. Class I Inspection includes the following:
 1. Repeat annual inspection, plus - - -
 2. Dismantle compressor air-end
 3. Remove gearbox access covers for visual observation of internal condition. (GL gearbox only)
 4. Inspect and clean variable vane system
 5. Check variable vane geometry
 6. Check axial movement on high and low-speed shafts
 7. Check unit alignment before re-start as required

3.0 Class II Inspection - (air-end and gearbox)

- A. Second recommended inspection is at approximately 36,000 – 50,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 6-8 days, per unit, assuming one (1) local helper and crane facilities. Class II Inspection includes the following:
 1. Repeat Class I Inspection, plus - - -
 2. Dismantle gearbox
 3. Inspect gearwheels, bearings & seals and check clearances, adjust clearances as required.
 4. Replace flexible seals (O-rings)
 5. Reassemble gearbox
 6. Visually inspect electric motor, oil pump, oil cooler, coupling, valves, etc.
 7. Provide recommendations for corrections of unusual findings and future services

To schedule a Siemens Energy, Inc. Field Service Technician, please contact the Siemens Service Department at Tel: 417-864-5599; Fax: 417-866-0235

Section G.1 – Suggested Preventative Maintenance Schedule

Siemens Energy, Inc.
Suggested PM Schedule – GK, GA, GL Series Gearbox
Revision: 1
Date: 7/13

SIEMENS

SIEMENS PRE-SERVICE CHECKLIST

This checklist is designed specifically to save you time and money! We have found that if you can check yes to these items, you will minimize unnecessary delays, unexpected waiting time, and additional labor and expenses.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Sufficient lifting equipment is available. |
| <input type="checkbox"/> | <input type="checkbox"/> | Siemens special tool kit is complete and available onsite for disassembly/reassembly of the compressor(s). To inventory your tool kit, reference the Siemens O&M manual for a complete listing of these special tools with illustrations. |
| | | These tools are required for disassembly/reassembly of your Siemens compressors(s). If you do not have a Siemens special tool kit, please let us know. |
| <input type="checkbox"/> | <input type="checkbox"/> | At-least one local helper will be available to assist Siemens personnel with service work. |
| <input type="checkbox"/> | <input type="checkbox"/> | Inlet filter system and sound enclosure (if applicable) will be removed prior to arrival of Siemens personnel. (We would be happy to assist with removal of this, but this is one way for you to reduce the number of Siemens labor hours required.) |

We look forward to working with you in the near future!

If you have any questions, please contact us at toll-free: 800-299-1035.

Mandatory Asbestos Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

29 CFR 1926.1101, Toxic and Hazardous Substances

OSHA requires that building and/or facility owners notify all employers of employees who will be performing work within or adjacent to areas containing ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Asbestos Information:

Site contains ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) in or adjacent to work sites in buildings or facilities where Siemens employees may be performing work.

Yes No

If yes, then detailed information shall be attached in regard to:

1. The location and quantify of materials.
2. How the site achieves compliance with permissible exposure limits.
3. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____

Title: _____

Contact Information: _____

Mandatory Lifting Device Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Lifting Information:

Site has proper, adequate and weight tested lifting in buildings or facilities where Siemens employees may be performing work. Devices are in accordance with local, state and federal regulations.

Yes No

If yes, then detailed information **shall be attached** in regard to:

1. The location and weight rating of the equipment. Lifting should be A) rated per the below chart, B) should be located centerline of the compressor, C) allow for removal of components straight out of the compressor and D) allow movement after removed from the compressor.

Unit size	Heaviest individual component	Unit on Site	Weight Rating of Site Lifting Equipment
KA2	881 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA5	1763 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA10	925 Pounds (US): GEARCASE	<input type="checkbox"/>	
KA22	1260 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA44	1970 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA66	2960 Pounds (US): INLET HOUSING & VOLUTE	<input type="checkbox"/>	
KA80	4856 Pounds (US): GEAR COMPLETE	<input type="checkbox"/>	
KA100	8030 Pounds (US): INLET HOUSING & INNER SPIRAL	<input type="checkbox"/>	

2. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.
3. Any obstructions above the compressor centerline that prevent the use of proper lifting and service should be reported prior to issuance of a P.O.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____ Title: _____

Signature: _____ Date: _____

Contact Information: _____

WASTEWATER AERATION TURBOCOMPRESSORS

SIEMENS

III

6.4

Res. No. 22- 14 - 15. By Alderperson Heidemann. June 2, 2014.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) of that the 2013 Compliance Maintenance Annual Report (CMAR) has been reviewed:

RESOLVED: that the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2013 CMAR, which is attached to this resolution,

BE IT FURTHER RESOLVED: that the Bio-solids Quality and Management section of the 2013 CMAR having received a Grade of "D"

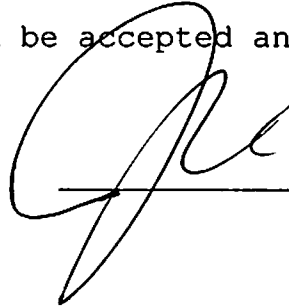
BE IT FURTHER RESOLVED: that the Biosolids Quality and Management section of the 2013 CMAR having received a Grade of "D" as a result of the reported arsenic concentration of the March 2013 biosolids sample and as a result of the Solids Management Practices at the Wastewater Treatment Plant. The reported arsenic concentration of the March 2013 sample exceeded the ceiling limit. All the samples prior to and after the March sample were below the analytical method reporting limit. An analytical error is suspected as the March 2013 reported arsenic concentration is 100 times greater than the May 2013 sample concentration. In the future, if any metal limit is exceeded, the sample will be reanalyzed if possible and a second sample will be collected and analyzed to confirm the result. If the original result is confirmed, then an investigation into the source of the pollutant will be conducted.

BE IT FURTHER RESOLVED: that the Biosolids Quality and Management section of the 2013 CMAR having received a Grade of "D" also as a result of the Solids Management Practices at the Wastewater Treatment Plant. Let it be known that the City has made changes to the Solids Management Practices at the Wastewater Treatment Plant to become compliant with WDNR regulations. The City has purchased a Medium Temperature Biosolids Dryer and is currently under construction to install the biosolids dryer. Upon completion of the Biosolids Dryer Project in September 2014 the Wastewater Treatment Plant will be in compliance the required 180 days of biosolids storage capacity.

Pub Wks.

BE IT FURTHER RESOLVED: that the other sections of the 2013 CMAR having received a Grade of "A" require no further action by Council,

BE IT FURTHER RESOLVED: that the 2013 CMAR be accepted and placed on file.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Memorandum

To: Dave Biebel, Director of Public Works
From: Sharon Thieszen, Wastewater Superintendent
Date: 05/28/2014
Re: 2013 Compliance Maintenance Annual Report (CMAR)

Attached is the 2013 CMAR for the wastewater plant for your review. The CMAR is required by the DNR and it must be reviewed by Common Council and requires a resolution documenting that the Common Council has reviewed the document. The CMAR is filed electronically and is due June 30, 2014.

This year we received a grade of "A" on 8 of 9 of the evaluation criteria. We received a grade of "D" on Biosolids Quality and Management. As you are aware, the grade of "D" is partly a result of insufficient biosolids storage, (i.e. not meeting the WDNR, 180 day storage capacity requirement). Biosolids storage is being addressed with the Biosolids Dewatering and Drying Project currently under construction.

The main reason for the grade "D" on the Biosolids Quality and Management section is as a result of the reported arsenic concentration of the March 2013 biosolids sample. The reported arsenic concentration of the March 2013 sample exceeded the ceiling limit. All the samples prior to and after the March sample were below the analytical method reporting limit. An analytical error is suspected as the March 2013 reported arsenic concentration is 100 times greater than the May 2013 sample concentration. I am currently working with the contracted laboratory to confirm if the reported arsenic concentration is accurate.

The grade "D" could be reduced to a grade "F" once points are added under Section 3.1.4 due to the biosolids that exceeded the ceiling limits were land applied. I am currently not able to change the "No" to a "Yes" in the referenced section. I am currently working with the DNR to resolve this reporting error.

Please note that the High Quality and Ceiling Limits for Biosolids Quality are not contained directly in the Wastewater Treatment Plant's WPDES Permit. These limits were not on my radar as I had never completed the CMAR prior to the current report. In the future, if any the High Quality and Ceiling metal limits are exceeded, the sample will be reanalyzed if possible and a second sample will be collected and analyzed to confirm the result. If the original result is confirmed, then an investigation into the source of the pollutant will be conducted.

May 28, 2014

Draft wording for this resolution is attached to this memo. When the Common Council reviews the document and passes the resolution I will complete the electronic submittal process before the June 30, 2014 due date. If you have any questions, I am available upon request.

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Influent Flow and Loading

Questions								
1.	Monthly average flows and (C)BOD loadings.							
	InFluent No.701	Influent Monthly Average Flow, MGD	X	Influent Monthly Average (C)BOD Concentrati on mg.l	X	8.34	=	Influent Monthly Average(C) BOD Loading, pounds/day
	January	10.27	X	194	X	8.34	=	16608
	February	9.721	X	224	X	8.34	=	18145
	March	12.21	X	166	X	8.34	=	16943
	April	19.34	X	107	X	8.34	=	17197
	May	13.99	X	145	X	8.34	=	16858
	June	11.19	X	195	X	8.34	=	18238
	July	8.978	X	220	X	8.34	=	16470
	August	8.011	X	273	X	8.34	=	18208
	September	7.702	X	291	X	8.34	=	18665
	October	7.798	X	267	X	8.34	=	17396
	November	8.014	X	251	X	8.34	=	16803
	December	7.582	X	311	X	8.34	=	19637
2.	Maximum month design flow and design (C)BOD loading.							
		Design	X	%	=	% of Design		
	Max Month Design Flow, MGD	25.2	x	90	=	22.68		
			x	100	=	25.2		
	Design (C)BOD, lbs./day	27940	x	90	=	25146		
			x	100	=	27940		

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Influent Flow and Loading (Continued)

3.	Number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:				
	Months of Influent Flow	Number of times flow was greater than 90% of design	Number of times flow was greater than 100% of design	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
	January	1	0	0	0
	February	1	0	0	0
	March	1	0	0	0
	April	1	0	0	0
	May	1	0	0	0
	June	1	0	0	0
	July	1	0	0	0
	August	1	0	0	0
	September	1	0	0	0
	October	1	0	0	0
	November	1	0	0	0
	December	1	0	0	0
	Points per each exceedance	2	1	3	2
	Exceedances	0	0	0	0
	Points	0	0	0	0
	Total Number of Points				0
4.	Was the influent flow meter calibrated in the last year?				
	<input checked="" type="radio"/> Yes Enter last calibration date, MM/DD/YYYY 12/17/2013 <input type="radio"/> No -explain <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>				
5.	Sewer Use Ordinance				
	<p>5.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?</p> <input checked="" type="radio"/> Yes <input type="radio"/> No <p>If No, please describe:</p>				

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Influent Flow and Loading (Continued)

	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 10px;"></div> <p>5.2 Was it necessary to enforce?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 10px;"></div>
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6.	<p>Septage Receiving</p> <p>6.1 Did you have requests to receive septage at your facility?</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="padding: 2px;">Septic Tanks</th> <th style="padding: 2px;">Holding Tanks</th> <th style="padding: 2px;">Grease Traps</th> </tr> <tr> <td style="padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td style="padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td style="padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</td> </tr> </table> <p>6.2 Did you receive septage at your facility? If yes, indicate volume in gallons</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="padding: 2px;">Septic Tanks</th> <th style="padding: 2px;">Holding Tanks</th> <th style="padding: 2px;">Grease Traps</th> </tr> <tr> <td style="padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td style="padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td style="padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td style="padding: 2px;">676762 gal</td> <td style="padding: 2px;">4220705 gal</td> <td style="padding: 2px;">525060 gal</td> </tr> </table> <p>6.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Plant performance was not affected by receiving the hauled in wastes referenced above. </div>	Septic Tanks	Holding Tanks	Grease Traps	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Septic Tanks	Holding Tanks	Grease Traps	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	676762 gal	4220705 gal	525060 gal
Septic Tanks	Holding Tanks	Grease Traps														
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No														
Septic Tanks	Holding Tanks	Grease Traps														
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No														
676762 gal	4220705 gal	525060 gal														

7.	<p>Pretreatment</p> <p>7.1 Did your facility experience operational problems, permit violations, biosolids quality concerns or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, describe the situation and your community's response:</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 10px;"></div> <p>7.2 Did your facility accept hauled industrial wastes, landfill leachate, etc?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the plant from the discharge of hauled industrial wastes.</p>
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COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Influent Flow and Loading (Continued)

	<p>Food processing wastes (cheese, sausage, and whey), landfill leachate, and coal combustion residual contact water. Industrial grease trap waste, manure digester effluent, and waste from ethanol production were also accepted for discharge directly into the anaerobic digesters. Samples are collected from each load discharged. The samples are then analyzed as needed to determine waste load allocations and the strength of the waste.</p>
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Effluent Quality and Plant Performance ((C)BOD)

Questions

1. Monthly average effluent values, exceedances, and points for (C)BOD:

Outfall No.001	Monthly Average C(BOD) Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average C(BOD) (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	4	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	2	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	3	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	3	1	0	0
September	25	22.5	3	1	0	0
October	25	22.5	3	1	0	0
November	25	22.5	3	1	0	0
December	25	22.5	4	1	0	0

* Equals limit if limit is <=10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

2. If any violations occurred, what action was taken to regain compliance?

3. Was the effluent flow meter calibrated in the last year?

Yes - enter last calibration date, MM/DD/YYYY:

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Effluent Quality and Plant Performance ((C)BOD) (Continued)

	<p><input checked="" type="radio"/> No - explain:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>There is no effluent flow meter.</p> </div>
4.	<p>What problems, if any, were experienced over the last year that threatened treatment?</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>None.</p> </div>
5.	<p>Other Monitoring and Limits</p> <p>5.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as metals, pH, residual chlorine, or fecal coliform?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
	<p>5.2 At any time in the past year was there an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>WET testing was completed in July-August 2013. The WET testing demonstrated no toxicity from the Sheboygan Regional WWTP's final effluent discharge.</p> </div>
	<p>5.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> NA</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Effluent Quality and Plant Performance (Total Suspended Solids)

Questions							
1.	Monthly average effluent values, exceedances, and points for TSS:						
	Outfall No.001	Monthly Average TSS Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average TSS (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	
	90% Permit Limit Exceedance						
	January	30	27	5	1	0	
	February	30	27	5	1	0	
	March	30	27	4	1	0	
	April	30	27	4	1	0	
	May	30	27	4	1	0	
	June	30	27	5	1	0	
	July	30	27	3	1	0	
	August	30	27	2	1	0	
	September	30	27	3	1	0	
	October	30	27	3	1	0	
	November	30	27	4	1	0	
	December	30	27	5	1	0	
	* Equals limit if limit is <=10						
	Months of Discharge/yr				12		
	Points per each exceedance with 12 months of discharge:					7	3
	Exceedances					0	0
	Points					0	0
	Total Number of Points						0
	<p>NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>						
2.	If any violations occurred, what action was taken to regain compliance?						

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Effluent Quality and Plant Performance (Phosphorus)

Questions					
1.	Monthly average effluent values, exceedances, and points for Phosphorus:				
	Outfall No.001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
	January	1	0.7	1	0
	February	1	0.6	1	0
	March	1	0.4	1	0
	April	1	0.3	1	0
	May	1	0.3	1	0
	June	1	0.5	1	0
	July	1	0.8	1	0
	August	1	0.5	1	0
	September	1	0.6	1	0
	October	1	0.5	1	0
	November	1	0.4	1	0
	December	1	0.5	1	0
	Months of Discharge/yr			12	
	Points per each exceedance with 12 months of discharge:				10
	Exceedances				0
	Total Number of Points				0
	<p>NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>				
2.	If any violations occurred, what action was taken to regain compliance?				

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management

	Questions	Points						
1.	<p>Biosolids Use/Disposal:</p> <p>1.1 How did you use or dispose of your biosolids?(Check all that apply)</p> <p> <input checked="" type="checkbox"/> Land Applied Under Your Permit <input type="checkbox"/> Publicly Distributed Exceptional Quality Biosolids <input type="checkbox"/> Hauled to Another Permitted Facility <input type="checkbox"/> Landfilled <input type="checkbox"/> Incinerated <input type="checkbox"/> Other </p> <p>NOTE:If you do not remove biosolids from your system annually, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc, and if biosolids were land applied last year, please also check top box above.</p> <p>1.1.1 If you checked Other, Please describe: <input style="width: 400px; height: 20px;" type="text"/></p>							
2.	<p>Land Application Site:</p> <table border="1" style="width: 100%; margin: 10px 0;"> <tr> <th colspan="2" style="text-align: center;">Last Year's Approved and Active Land Application Sites</th> </tr> <tr> <td style="width: 50%;">2.1.1 How many acres did you have?</td> <td style="width: 50%;">2.1.2 How many acres did you use?</td> </tr> <tr> <td style="text-align: center;">9382.10 acres</td> <td style="text-align: center;">1736 acres</td> </tr> </table> <p>2.2 If you did not have enough acres for your land application needs, what action was taken? <input style="width: 400px; height: 20px;" type="text"/></p>	Last Year's Approved and Active Land Application Sites		2.1.1 How many acres did you have?	2.1.2 How many acres did you use?	9382.10 acres	1736 acres	
Last Year's Approved and Active Land Application Sites								
2.1.1 How many acres did you have?	2.1.2 How many acres did you use?							
9382.10 acres	1736 acres							
	<p>2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?</p> <p> <input type="radio"/> Yes(30 points) <input checked="" type="radio"/> No </p>	0						
	<p>2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) <input type="radio"/> N/A </p>	0						
3.	<p>Biosolids Metals</p> <p>Number of biosolids outfalls in your WPDES permit = 1</p> <p>3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year</p>							
BIOSOLIDS METALS CHARACTERISTICS								

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

Outfall:002 - LIQUID ANAEROBIC SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	mg/kg on a dry weight basis												Times Exceeded		
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
arsenic		41	75	<9.7		86.1		<.84		<21.6		<19.4		<19.1			1	1
cadmium		39	85	<5.2		<3.4		<.34		<5.4		<4.8		<4.8			0	0
copper		1500	4300	286		372		268		208		271		286			0	0
lead		300	840	<6.7		<33.8		68.8		<21.6		<19.4		<19.1			0	0
mercury		17	57	<.34		<.34		<1.3		<2.6		<2.3		<.002			0	0
molybdenum	60		75	<25.2		<25.3		10.9		<21.6		<19.4		<19.1		0		0
nickel	336		420	<12.9		<13		21.8		<21.6		<19.4		<19.1		0		0
selenium	80		100	<31.9		<25.3		<1.7		<21.6		<19.4		<19.1		0		0
zinc		2800	7500	515		591		515		515		515		458			0	0

	<p>3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel or selenium = 10</p>	10												
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3">Exceedance Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">0</td> <td style="text-align: center;">0 Points</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="radio"/></td> <td style="text-align: center;">1-2</td> <td style="text-align: center;">10 Points</td> </tr> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">> 2</td> <td style="text-align: center;">15 Points</td> </tr> </tbody> </table>	Exceedance Points			<input type="radio"/>	0	0 Points	<input checked="" type="radio"/>	1-2	10 Points	<input type="radio"/>	> 2	15 Points	
Exceedance Points														
<input type="radio"/>	0	0 Points												
<input checked="" type="radio"/>	1-2	10 Points												
<input type="radio"/>	> 2	15 Points												
	<p>3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loadings at each land application site? (check applicable box)</p>	0												
	<ul style="list-style-type: none"> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) <input type="radio"/> NA. Did not exceed limits or no HQ limit applies (0 points) <input type="radio"/> NA. Did not land apply biosolids until limit was met(0 points) 													
	<p>3.1.3 Number of times any of the metals exceeded the ceiling limits = 1</p>	10												
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3">Exceedance Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">0</td> <td style="text-align: center;">0 Points</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="radio"/></td> <td style="text-align: center;">1</td> <td style="text-align: center;">10 Points</td> </tr> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">> 1</td> <td style="text-align: center;">15 Points</td> </tr> </tbody> </table>	Exceedance Points			<input type="radio"/>	0	0 Points	<input checked="" type="radio"/>	1	10 Points	<input type="radio"/>	> 1	15 Points	
Exceedance Points														
<input type="radio"/>	0	0 Points												
<input checked="" type="radio"/>	1	10 Points												
<input type="radio"/>	> 1	15 Points												
	<p>3.1.4 Were biosolids land applied which exceeded the ceiling limit?</p>	0												
	<ul style="list-style-type: none"> <input type="radio"/> Yes(20 points) <input checked="" type="radio"/> No (0 points) 													
	<p>3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?</p>													

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

	Has the source of the metals been identified?	
	<p>Suspect analytical error. The biosolids samples collected prior to and after the March 2013 sample were all below the analytical detection limit for arsenic. If any metal limit is exceeded in the future, a second sample will be collected and analyzed to confirm the result. If the high result is confirmed, then an investigation into the source of the metal(s) will be conducted.</p>	

4. Pathogen Control(per outfall):

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40%;">Outfall Number:</td><td>002</td></tr> <tr><td>Biosolids Class:</td><td>B</td></tr> <tr><td>Bacteria Type and Limit</td><td>F</td></tr> <tr><td>Sample Dates:</td><td>01/01/2013 12:00:00 AM - 02/28/2013 12:00:00 AM</td></tr> <tr><td>Density:</td><td>25100</td></tr> <tr><td>Sample Concentrator Amount:</td><td>CFU/G TS</td></tr> <tr><td>Process:</td><td></td></tr> <tr><td>Process Description:</td><td></td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40%;">Outfall Number:</td><td>002</td></tr> <tr><td>Biosolids Class:</td><td>B</td></tr> <tr><td>Bacteria Type and Limit</td><td>F</td></tr> <tr><td>Sample Dates:</td><td>03/01/2013 12:00:00 AM - 04/30/2013 12:00:00 AM</td></tr> <tr><td>Density:</td><td>8880</td></tr> <tr><td>Sample Concentrator Amount:</td><td>CFU/G TS</td></tr> <tr><td>Process:</td><td></td></tr> <tr><td>Process Description:</td><td></td></tr> </table>	Outfall Number:	002	Biosolids Class:	B	Bacteria Type and Limit	F	Sample Dates:	01/01/2013 12:00:00 AM - 02/28/2013 12:00:00 AM	Density:	25100	Sample Concentrator Amount:	CFU/G TS	Process:		Process Description:		Outfall Number:	002	Biosolids Class:	B	Bacteria Type and Limit	F	Sample Dates:	03/01/2013 12:00:00 AM - 04/30/2013 12:00:00 AM	Density:	8880	Sample Concentrator Amount:	CFU/G TS	Process:		Process Description:		
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COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	05/01/2013 12:00:00 AM - 06/30/2013 12:00:00 AM
Density:	16100
Sample Concentrator Amount:	CFU/G TS
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	07/01/2013 12:00:00 AM - 08/31/2013 12:00:00 AM
Density:	19000
Sample Concentrator Amount:	CFU/G TS
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	09/01/2013 12:00:00 AM - 10/31/2013 12:00:00 AM
Density:	70000
Sample Concentrator Amount:	CFU/G TS
Process:	
Process Description:	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	11/01/2013 12:00:00 AM - 12/31/2013 12:00:00 AM
Density:	5290
Sample Concentrator Amount:	CFU/G TS
Process:	
Process Description:	

4.1 If exceeded Class B limit or did not meet the process criteria at the time of land application(40 Points)

4.1.1 Was the limit exceeded or the process criteria not met at any time?

- Yes
 No

If yes, what action was taken?

5. Vector Attraction Reduction(per outfall):0

Outfall Number:	002
Method Date:	02/28/2013 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	04/30/2013 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	06/30/2013 12:00:00 AM

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Option Used To Satisfy Requirement:</td> <td>INJ</td> </tr> <tr> <td>Limit (if applicable):</td> <td></td> </tr> <tr> <td>Results (if applicable):</td> <td></td> </tr> </table>	Option Used To Satisfy Requirement:	INJ	Limit (if applicable):		Results (if applicable):							
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Option Used To Satisfy Requirement:	INJ												
Limit (if applicable):													
Results (if applicable):													
	<p>5.1 If the limit or criteria was exceeded at the time of land application, 40 point</p> <p>5.1.1 Was the limit exceeded or the process criteria not met at any time?</p> <p> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 400px; margin-top: 5px;"></div>	0											
6.	Biosolids Storage:10												
	<p>6.1 How many days of actual,current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p> <input type="radio"/> >+ 180 days (0 points) <input checked="" type="radio"/> 150 - 179 days (10 points) </p>	10											

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

	<input type="radio"/> 120 - 149 days (20 points) <input type="radio"/> 90 - 119 days (30 points) <input type="radio"/> < 90 days (40 points) <input type="radio"/> Not Applicable (0 points)	
	6.2 If you check Not Applicable above, explain why. <div style="border: 1px solid black; height: 20px; width: 400px; margin: 5px 0;"></div>	
7.	Issues:	
	7.1 Describe any outstanding biosolids issues with treatment, use or overall mgt? <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> The Sheboygan WWTP is in the process of installing a biosolids dryer that will be capable of drying 50% of the biosolids. The dryer will bring the Sheboygan WWTP into full compliance with the 180 day biosolids storage requirement. </div>	

Total Points Generated	30
Score (100 - Total Points Generated)	70
Section Grade	D

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Staffing and Preventative Maintenance (All Treatment Plants)

	Questions	Points
1.	<p>Was your wastewater treatment plant adequately staffed last year?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p>If No, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2.	<p>Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No. Explain </p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
3.	<p>Did your plant have a <u>documented AND implemented</u> plan for preventative maintenance on major equipment items?</p> <p> <input checked="" type="radio"/> Yes (Continue with questions below) <input type="radio"/> No (40 points and go to question 6) </p> <p>If No, explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0
4.	<p>Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) </p>	0
5.	<p>Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> (Paper file system) <input type="radio"/> (Computer program) <input checked="" type="radio"/> (Both Paper and Computer) <input type="radio"/> No (10 points) </p>	0
6.	<p>Did your plant have a detailed O&M Manual that was used as a reference when needed?</p>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Staffing and Preventative Maintenance (All Treatment Plants) (Continued)

	<input checked="" type="radio"/> Yes <input type="radio"/> No	
7.	Rate the overall maintenance of your wastewater plant.	
	<input type="radio"/> Excellent <input checked="" type="radio"/> Very Good <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Poor	
	Describe your rating: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> The Sheboygan WWTP is in the process of updating our maintenance program to utilize the software MA CMMS program. Sheboygan has a very experienced and qualified maintenance staff. </div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Operator Certification and Education

	Questions	Points
1.	<p>Did you have a designated operator-in-charge during the report year?</p> <p> <input checked="" type="radio"/> Yes (0 point) <input type="radio"/> No (20 points) </p> <p>Name: <input style="width: 500px;" type="text" value="Sharon Thieszen"/></p> <p>Certification No: <input style="width: 500px;" type="text" value="35358"/></p>	0
2.	<p>In accordance with Chapter NR 114.08 and 114.09, Wisconsin Administrative Code, what grade and subclass(es) were required for the operator-in-charge to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge?</p> <p>Required: <input style="width: 500px;" type="text" value="4 - A,C,E,F,G,I,J"/></p> <p>Held: <input style="width: 500px;" type="text" value="4 - A,C,E,F,G,H,I,J; T - B,E,L"/></p>	
3.	<p>Was the operator-in-charge certified at the appropriate level to operate this plant?</p> <p> <input checked="" type="radio"/> Yes (0 point) <input type="radio"/> No (20 points) </p>	0
4.	<p>In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation & maintenance of the plant that includes one or more of the following options (check all that apply):</p> <p> 4.1 <input checked="" type="checkbox"/> one or more additional certified operators on staff 4.2 <input type="checkbox"/> an arrangement with another certified operator 4.3 <input type="checkbox"/> an arrangement with another community with a certified operator 4.4 <input type="checkbox"/> an operator on staff who has an operator-in-training certificate for your plant and is expected be certified within one year 4.5 <input type="checkbox"/> a consultant to serve as your certified operator 4.6 <input type="checkbox"/> None of the above (20 points) </p> <p>Explain: <input style="width: 500px;" type="text"/></p>	0
5.	<p>If you had a designated operator-in-charge, was the operator-in-charge earning continuing education credits at the following rates?</p> <p>Grades T, 1, and 2:</p> <p> <input checked="" type="radio"/> Averaging 6 or more CEUs per year <input type="radio"/> Averaging less than 6 CEUs per year </p> <p>Grades 3 and 4:</p> <p> <input checked="" type="radio"/> Averaging 8 or more CEUs per year <input type="radio"/> Averaging less than 8 CEUs per year </p> <p>Not applicable:</p>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Operator Certification and Education (Continued)

	<input type="radio"/> See Question 1.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Financial Management

	Questions	Points
1.	Person Providing This Financial Information Name: <input style="width: 60%;" type="text" value="Nancy Buss"/> Telephone: <input style="width: 60%;" type="text" value="(920) 459-3304"/> E-Mail Address(optional): <input style="width: 60%;" type="text" value="nancy.buss@sheboyganwi.gov"/>	
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ? <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) If No, please explain: <input style="width: 60%; height: 20px;" type="text"/>	0
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2013 <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable (Private Facility)	0
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points)	0
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)		
5.	Equipment Replacement Funds	
	5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2013 <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable Explain: <input style="width: 60%; height: 20px;" type="text"/>	0
	5.2 What amount is in your Replacement Fund? <p style="text-align: center;">Equipment Replacement Fund Activity</p>	
	5.2.1 Ending Balance Reported on Last Year's CMAR:	\$5323510.52

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Financial Management (Continued)

	<p>5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) - \$419,958.17</p> <p>5.2.3 Adjusted January 1st Beginning Balance \$4,903,552.35</p> <p>5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.) + \$0.00</p> <p>5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) - \$0.00</p> <p>5.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$4,903,552.35</p> <p>(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.)</p> <p>*5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>							
	<p>5.3 What amount <u>should</u> be in your replacement fund? \$1,919,124.00</p> <p>(If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)</p>							
	<p>5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No Explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>							
6.	Future Planning							
	<p>6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system?</p> <p><input type="radio"/> Yes (If yes, please provide major project information, if not already listed below)</p> <p><input checked="" type="radio"/> No</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 20%;">Estimated Cost</th> <th style="width: 20%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>Bio-solids Drying that will create a Class A Biosolids product. The City has purchased a Medium Temperature Belt Dryer from Huber Technology USA. An installation construction contract was awarded in May 2013, with substantial completion of the project expected in September 2014.</td> <td style="text-align: center;">\$8000000</td> <td style="text-align: center;">2014</td> </tr> </tbody> </table>	Project Description	Estimated Cost	Approximate Construction Year	Bio-solids Drying that will create a Class A Biosolids product. The City has purchased a Medium Temperature Belt Dryer from Huber Technology USA. An installation construction contract was awarded in May 2013, with substantial completion of the project expected in September 2014.	\$8000000	2014	
Project Description	Estimated Cost	Approximate Construction Year						
Bio-solids Drying that will create a Class A Biosolids product. The City has purchased a Medium Temperature Belt Dryer from Huber Technology USA. An installation construction contract was awarded in May 2013, with substantial completion of the project expected in September 2014.	\$8000000	2014						
7.	Financial Management General Comments:							
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>							

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Financial Management (Continued)

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems

	Questions	Points
1.	<p>Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?</p> <p style="margin-left: 40px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p>	
2.	<p>Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?</p> <p style="margin-left: 40px;"> <input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4) </p>	0
3.	<p>Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system: <div style="border: 1px solid black; padding: 5px; margin-left: 20px;"> <p>The Department of Public Works' mission is to improve the quality of life within the City of Sheboygan, by effectively developing, maintaining, and improving infrastructure, natural resources, and community services. The Department's Capacity Management, Operation, and Maintenance (CMOM) program is designed to contribute to this overall mission through the following Goals: Provide adequate sanitary sewer drainage without disruption of service. Provide proper resources for effective system management, operations, and maintenance. Provide adequate capacity to convey average and peak weather flows. Provide available resources to eliminate and mitigate all sanitary sewer overflows (SSOs). Provide proper notification to all parties with a reasonable potential for exposure. Provide proper training and education for personnel.</p> </div> <input checked="" type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have): <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Ownership and governing body description <input checked="" type="checkbox"/> Organizational chart <input checked="" type="checkbox"/> Personnel and position descriptions <input checked="" type="checkbox"/> Internal communication procedures <input type="checkbox"/> Public information and education program <input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply): <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY 12/17/2013 <input checked="" type="checkbox"/> Pretreatment/Industrial control Programs <input checked="" type="checkbox"/> Fat, Oil and Grease control <input checked="" type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input type="checkbox"/> Private lateral inspections/repairs <input checked="" type="checkbox"/> Service and management agreements <input checked="" type="checkbox"/> Maintenance Activities: details in Question 4 <input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? 	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

	<p> <input checked="" type="checkbox"/> State plumbing code <input checked="" type="checkbox"/> DNR NR 110 standards <input checked="" type="checkbox"/> Local municipal code requirements <input checked="" type="checkbox"/> Construction, inspection and testing <input type="checkbox"/> Others: </p> <p> <input checked="" type="checkbox"/> Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have): </p> <p> <input type="checkbox"/> Alarm system and routine testing <input checked="" type="checkbox"/> Emergency equipment <input checked="" type="checkbox"/> Emergency procedures <input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc) </p> <p> <input checked="" type="checkbox"/> Capacity Assurance: How well do you know your sewer system? Do you have the following? </p> <p> <input checked="" type="checkbox"/> Current and up-to-date sewer map <input checked="" type="checkbox"/> Sewer system plans and specifications <input checked="" type="checkbox"/> Manhole location map <input checked="" type="checkbox"/> Lift station pump and wet well capacity information <input checked="" type="checkbox"/> Lift station O&M manuals </p> <p> Within your sewer system have you identified the following? </p> <p> <input checked="" type="checkbox"/> Areas with flat sewers <input checked="" type="checkbox"/> Areas with surcharging <input checked="" type="checkbox"/> Areas with bottlenecks or constrictions <input checked="" type="checkbox"/> Areas with chronic basement backups or SSO's <input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation <input checked="" type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input checked="" type="checkbox"/> Sewers with severe defects that affect flow capacity <input checked="" type="checkbox"/> Adequacy of capacity for new connections <input checked="" type="checkbox"/> Lift station capacity and/or pumping problems </p> <p> <input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed. </p> <p> <input type="checkbox"/> Special Studies Last Year(check only if applicable): </p> <p> <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others: </p>										
4.	<p>Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:</p>										
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Cleaning</td> <td style="width: 10%; border: 1px solid black; text-align: center;">86.7</td> <td style="width: 60%;">% of system/year</td> </tr> <tr> <td>Root Removal</td> <td style="border: 1px solid black; text-align: center;">8.2</td> <td>% of system/year</td> </tr> <tr> <td>Flow Monitoring</td> <td style="border: 1px solid black; text-align: center;">0</td> <td>% of system/year</td> </tr> </table>	Cleaning	86.7	% of system/year	Root Removal	8.2	% of system/year	Flow Monitoring	0	% of system/year	
Cleaning	86.7	% of system/year									
Root Removal	8.2	% of system/year									
Flow Monitoring	0	% of system/year									

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
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Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

Smoke Testing	0	% of system/year
Sewer Line Televising	5.1	% of system/year
Manhole Inspections	10	% of system/year
Lift Station O&M	50	# per L.S./year
Manhole Rehabilitation	1.7	% of manholes rehabed
Mainline Rehabilitation	1.2	% of sewer lines rehabed
Private Sewer Inspections	0	% of system/year
Private Sewer I/I Removal	0	% of private services
Please include additional comments about your sanitary sewer collection system below:		
Increased staff dedicated to the sanitary sewer collection system from 2 to 4 full-time employees in 2013.		

5. Provide the following collection system and flow information for the past year:

40.25	Total Actual Amount of Precipitation Last Year
32	Annual Average Precipitation (for your location)
170	Miles of Sanitary Sewer
5	Number of Lift Stations
0	Number of Lift Station Failure
1	Number of Sewer Pipe Failures
80	Number of Basement Backup Occurrences
96	Number of Complaints
10.4	Average Daily Flow in MGD
19.3	Peak Monthly Flow in MGD(if available)
55.7	Peak Hourly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
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Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

LIST OF SANITARY SEWER OVERFLOWS (SSO) REPORTED				
	Date	Location	Cause	Estimated Volume (MG)
1.	07/30/2013 8:00:00 AM to 07/30/2013 8:15:00 AM	1501 and 1503 Alabama Ave, Sheboygan		0.0008
<p>** If there were any SSO's that are not listed above, please contact the DNR and stop work on this section until corrected.</p> <p>What actions were taken, or are underway, to reduce or eliminate SSO occurrences in the future?</p> <div style="border: 1px solid black; padding: 5px;"> Education within City departments on proper sanitary sewer backup responses; rehabilitation of sanitary sewer mains when roads are constructed; root control and mineral deposit cutting; and grease control/cleaning. </div>				
PERFORMANCE INDICATORS				
0.00	Lift Station Failures(failures/ps/year)			
0.01	Sewer Pipe Failures(pipe failures/sewer mile/yr)			
0.01	Sanitary Sewer Overflows (number/sewer mile/yr)			
0.47	Basement Backups(number/sewer mile)			
0.56	Complaints (number/sewer mile)			
1.9	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)			
5.4	Peaking Factor Ratio(Peak Hourly:Annual daily Average)			
6.	Was infiltration/inflow(I/I) significant in your community last year?			
	<input checked="" type="radio"/> Yes <input type="radio"/> No If Yes, please describe: <div style="border: 1px solid black; padding: 5px;"> During high rain events, infiltration/inflow led to sanitary sewer surcharges and basement backups. </div>			
7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?			
	<input checked="" type="radio"/> Yes <input type="radio"/> No If Yes, please describe: <div style="border: 1px solid black; padding: 5px;"> Infiltration/inflow has directly lead to basement backups. </div>			
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?			
	<div style="border: 1px solid black; padding: 5px;"> Above average precipitation during 2013 led to increased infiltration/inflow which caused an increase in basement backups as compared to 2012 which was a dryer than average year. </div>			

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

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5/28/2014

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Sanitary Sewer Collection Systems (Continued)

9.	What is being done to address infiltration/inflow in your collection system?	
	Ongoing Sanitary sewer rehabilitation and manhole repairs. Private properties are inspected for illegal clear water connections. There were 1080 clear water inspections performed during 2013 and 79 illegal connections to the sanitary sewer system in 2013.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

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WPDES No.0025411

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent Loadings	A	4.0	3	12
Effluent Quality:BOD	A	4.0	10	40
Effluent Quality:TSS	A	4.0	5	20
Effluent Quality:P	A	4.0	3	12
Biosolids Mgt.	D	1.0	5	5
Prev.Maintenance Staffing	A	4.0	1	4
Operator Certification	A	4.0	1	4
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			32	113
GRADE POINT AVERAGE(GPA)=3.53		3.53		

Notes:

- A = Voluntary Range
- B = Voluntary Range
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:

Reporting Year: 2013

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSO's were reported):	
Influent Flow and Loadings: Grade=A	
Effluent Quality: BOD: Grade=A	
Effluent Quality: TSS: Grade=A	
Effluent Quality: Phosphorus: Grade=A	
Biosolids Quality and Management: Grade=D	
Staffing: Grade=A	
Operator Certification: Grade=A	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 3.53	

June 5, 2014

Where the SSA with the permission of the City of Sheboygan entered into a five year agreement on 5-20-2011 with Community Bank and Trust for the naming rights of the three softball fields located at Wildwood Softball Complex, 2213 New Jersey Avenue, Sheboygan, WI 53081. The fields are to be named Community Bank and Trust Softball Fields, from 2011 through the 2015 season.

Where the City of Sheboygan found it necessary to terminate the contract with the SSA to operate the Wildwood Softball Complex on 2-21-2014. The City of Sheboygan with the new Wildwood Softball Complex operator, The Mid-Lake Softball Association desire to uphold the original terms of the naming rights agreement. They ask that Community Bank and Trust agree to make payments of \$5000.00 per year to the City of Sheboygan in 2014 & 2015. This payment will be used by the City to maintain and upgrade the fields and other park amenities.

The City of Sheboygan and Mid-Lake Softball Association understand that the agreement will include appropriate signage at the Wildwood Softball Complex, banners on the fields, ad in the online schedule similar to what was provided in the previous years of the agreement. It is further understood that Community Bank and Trust will also have an option to renew this agreement for an additional five years.

City of Sheboygan

Community Bank and Trust

it and used threatening tactics to discourage any team or umpires from participating, including circulating and soliciting a non-compete agreement specifically naming the Mid-Lake Softball Organization; and

WHEREAS, the SSA has violated the "Rules, Regulations & Fee Schedule - Use of Wildwood Athletic Complex" by allowing and receiving payment for use of the Wildwood Athletic Complex for weekend tournaments without following proper procedures set forth in said Rules and Regulations, all in violation of Paragraph 14 of the Agreement; and

WHEREAS, the SSA has failed to cause to be filed with the City proof of insurance, as required by Paragraph 8 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby terminates the existing Agreement between the Sheboygan Softball Association and the City of Sheboygan relating to use of the City's Wildwood Softball Complex, effective the date of this resolution.

*Heidemann / Belanger
Res pass
Roll 12-2 - Donohue,
matichok*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 19th day of February, 2014.

Dated February 21 20 14. Susan C. Richards, City Clerk
Approved February 21 20 14. Michael J. Hauke Mayor



May 20, 2011

Sheboygan Softball Association agrees with Community Bank & Trust to Award Naming rights of the current park, Wildwood Softball Complex, 2213 New Jersey Avenue, Sheboygan, WI 53081, to be named Community Bank & Trust Softball Fields, from 2011 through the 2015 season.

Community Bank & Trust agrees to pay \$5,000.00 each year for 5 years, with the last payment to occur on May 01, 2015. Included in these naming rights is:

- Signage
- Website- Logo and link to Community Bank & Trust website
- Banner on the Fields
- Ad in Calendar & Schedule Book each year until 2015
- Option to renew for 5 years.

Sheboygan Softball Association

Community Bank & Trust

From
Jo Clark
SSA
627-1411
Call w/ ?'s



Res. No. 138 - 13 - 14. By Alderperson Heidemann, Belanger, Pentico.
February 19, 2014.

A RESOLUTION terminating the existing Agreement between the Sheboygan Softball Association and the City of Sheboygan relating to use of the City's Wildwood Softball Complex.

WHEREAS, the City over the past 3 years has communicated to the SSA the need to change and work with the City on long-term solutions to an unsustainable program. This communication was verbal, face to face meetings, phone conversations, formal letters and written proposed changes in agreements; and

WHEREAS, the SSA has demonstrated a sustained failure to meet the requirement of continuing to contribute monies toward the improvement of City softball facilities, as provided in Paragraph 1 of the Agreement. Specifically, based upon the profit and loss statements received from the SSA in the recent review of the SSA's financial records, the SSA has lost money in four of the last five years, totaling \$114,806.12 in losses, while funding other non-softball specific causes; and

WHEREAS, it has come to the City's attention that the federal tax exemptions for the SSA and the Sheboygan Softball Foundation, Inc. (the "Foundation") were revoked by the IRS for failure to file a form 990-series return or notice for three consecutive years. Per the IRS website, the revocation date was May 15, 2011, thus no longer providing the SSA or the Foundation an IRC § 501(c)(3) tax exempt status; and

WHEREAS, the SSA has failed to provide proper management of softball operations as they have in the past: current SSA management lacks fiscal management and discipline to properly control revenues and expenses and appropriately save for capital reinvestment in softball facilities at the Wildwood Softball Complex; and

WHEREAS, over the last three years, the SSA has failed to negotiate in good faith with the City and actively participate in genuine discussion regarding future improvements necessary to provide quality softball facilities for participants and spectators in an effort to avoid having to address necessary issues concerning the Wildwood Softball Complex; and

WHEREAS, the SSA has violated both the letter and spirit of Paragraph 2.b. of the Agreement which provides that the SSA will not knowingly discriminate against any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with Common Council approved Rules, Regulations and Fee Schedules as would be in effect during the period of softball activities at the Wildwood Athletic Complex. Specifically, when Mid-Lake Softball Organization sought to host a fundraising softball tournament at the end of the 2013 season (September 2013), the SSA attempted to prevent