



## PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, SEPTEMBER 27, 2022 AT 5:30 PM

COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING - 106 JONES STREET

---

**By Phone or GoToMeeting:** Members of the media and the public may attend by calling:  
(Toll Free): 1 877 309 2073 or 1 (646) 749-3129 **Access Code:** 196-221-861  
or <https://meet.goto.com/196221861>

Please join meeting from your computer, tablet or smartphone. All public participants' phones will be muted during the meeting except during the public comment period.

### 1. CALL TO ORDER

### 2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

*Each individual who would like to address the Committee will be permitted up to three minutes for their comments*

### 3. REVIEW AND APPROVE MINUTES

A. Public Works Commission meeting minutes from September 13, 2022

### 4. BUSINESS

A. Review and update – 2023 annual capital improvement project supplies for underground infrastructure replacement have been ordered from Core - Main

B. Review and update – Private Lead Service line replacement program changes for 2023 and beyond

C. Review and take action - submittal of documents for 2024 Private Lead Service Line replacement project thru the Safe Drinking Water Loan Program - Notice of Intent to Apply (ITA) & Priority Evaluation and Ranking Form (PERF); both due October 21, 2022

D. Review and update – Purchase of new emergency generator & automatic transfer switch for the Spaulding Lift Station from United Electric, Inc. for \$31,440

E. Review and update – Purchase of new lift station control panels from Energenecs Inc., for \$39,900 (Lift Stations for controls; N. Water St., 5<sup>th</sup> Ward, Fox Creek, Country Club Lane, Hintze)

F. Review and update – Purchase of new liners for the sludge conveyors from Drydon Equipment Inc., for \$26,960

G. Review and take action – Purchase new rotary screw air compressor and controller from Kaeser Compressors, Inc. for \$10,761

H. Review take action - Approve planned service agreement from Johnson Controls for the water and wastewater HVAC computerized control system

I. Review and take possible action: Development of Water Quality Trading Program to meet Total Maximum Daily Load (TMDL) Pollutant Reduction Requirements of MS4 Permit

### 5. ADJOURNMENT

*Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at [mdunneisen@CityofWatertown.org](mailto:mdunneisen@CityofWatertown.org), phone 920-262-4006*

*A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only*

PUBLIC WORKS COMMISSION  
Tuesday, September 13, 2022

Commission members present: Alders Bartz, Romlein, Ruetten, Wetzel, Commr. Thompson

City employees present:

Public Works Director/City Engineer Jaynllen Holloway

Assistant City Engineer Andrew Beyer

Waste Water Treatment Manager Peter Hartz

Street Department Office Manager Stacy Winkelman

City Attorney Steve Chesboro

Citizens present: Dan Rehfeldt, John Kaliebe, Scott Lovrune (sp), Joe Hertel, Jim Hertel, District 6 Alderperson Fred Smith.

1. Chairman Wetzel called the meeting to order at 5:33 p.m.

2. Comments and suggestions from citizens present

John Kaliebe expressed concern that sections of the Main St. street lights are out. He shared two personal evening/night near miss pedestrian incidents. He also expressed a desire that residents be able to purchase the Cady Street bridge art as the bridge is getting refurbished.

3. Review and approve minutes from August 10, 2022

Motion to approve Ald. Romlein

2nd Ald. Ruetten

Carried by unanimous voice vote

4.a. Cady Street Bridge 2023 Rehabilitation Project update and public information meeting

The City of Watertown received Wisconsin Department of Transportation funding to rehabilitate the Cady Street Bridge and extend its service life by approximately twenty years. The Local Bridge Program covers 80% of construction project costs using State/Federal funds with the remaining 20% being funded through the project sponsor (City). The proposed project scope of work includes removing the existing concrete overlay (originally installed in 1989); install a new concrete overlay to protect the bridge deck slab; concrete surface repairs to sidewalk, deck, and piers; and bridge approach reconstruction. Additional bridge railing repair work may also be included in the project scope of work. The City has worked closely with WisDOT and the City's consulting design engineer, Ayres Associates, to potentially advance the rehabilitation project from 2026 to 2023 with the intention of having the Cady Street Bridge rehabilitated and in good order prior to the Main Street (Cole Memorial) Bridge Reconstruction project scheduled for 2025 (advanceable date for reconstruction is 2024). Cady Street is currently the designated pedestrian detour route during the Main Street (Cole Memorial) Bridge Rehabilitation project. WisDOT staff has stated that the timeline for the 2023 Cady Street Bridge Rehab project is tight but is working with the City to meet 2023 project deadlines. WisDOT has also stated that the 2023 advanceable project date is not guaranteed and may be postponed depending on the following: DNR project approvals, asbestos inspection results, endangered species (bats), historical concerns, Wisconsin Bureau of Aeronautics coordination, etc. Dan Sydow and Chris Olson of Ayres and associates presented the proposed refurbishing of the bridge with PowerPoint scheduled for 2023. This is a State led project. The City would like to begin construction on July 5 especially since St. Henry School is immediately up the street. The State has warned of compelling commencement and ending dates as this could increase the cost.

Ald. Bartz asked if DNR needs approval or reviews of the project. Chris stated that environmental constraints will be included in the scope of the work.

Ald. Romlein asked if the City could require a first alternate. The DNR does not allow these.

4.b. Jenny Newlun of N710 N Water Street has requested solid waste and recycle service from the City of Watertown. The City already services some neighbors. The cost would be \$19.08/month the amount to be billed to said residence..

Motion to approve Ald. Ruetten

2nd Ald. Bartz

Carried by unanimous voice vote

4.c. Review and discuss: Country Club Lane sanitary sewer backups. Review and discuss – Rain Event on June 15, 2022 – surface flooding, basement backups and response plans during rain events or power outages.

Dan Rehfeldt of Country Club Lane shared with the council that when area power goes out for an extended period his basement floods. He would like to see a generator at the lift station near his house.

Waste Water Treatment manager Pete Hartz suggested that the water back up is quite possibly caused by surface water runoff and good possible remedy would be to install a check valve at Mr. Rehfeldt's residence. Mr. Rehfeldt had an area plumbing service check this solution out at his house and was told it was not a viable option.

Ald. Romlein suggested using UPS (Uninterrupted Power Source) at the lift station to give the City crews extra time to service the various lift stations.

Alder Ruetten found on the prioritized list of new generators that the two in question (Country Club and 18th hole) are #6 and #11. Looking at approximate costs it would take a minimum of \$300K plus setup and engineering fees to purchase #6.

Alder Smith (non-committee member) stated that we have potential infiltration problems throughout the City and it is known that Country Club has extraordinary problems. He suggested that the City strive to add two generators per year in the Public Works budget to alleviate these flooding issues and that funds may be available through ARPA funding.

Alder Ruetten stated that he is not comfortable with overstepping the generator replacement priority schedule set forth by Hartz. This opinion was shared by Alders Bartz and Wetzel. He also stated that it is feasible to put two generators into one yearly budget.

Hartz said that a space for a bigger easement on Country Club would be needed. Mr. Rehfeldt agreed.

This was an actionable item but it was agreed to seek to get two generators in the 2023 budget. Hartz shared that 42 weeks is the generator lead time.

4.d. Review and take possible action: Amend Chapter 24, Article IV, §24-8 (C)(1) Public Works Commission. Earlier this year, City Attorney Chesebro brought forth to Common Council housekeeping ordinance updates for its review and approval. The Common Council approved them. He recently identified another housekeeping ordinance update. He pointed out that the statement, "It may appoint a manager" was vague and needed clarification. Attorney Chesebro offers the following ordinance amendment: *"It may appoint a manager. It appoints the Public Works Director/City Engineer as manager."* The justification for the ordinance amendment is that the Public Works Director/City Engineer oversees the Public Works Department, of which the Water Utility and Wastewater Utility are divisions under. Attached is the ordinance and draft ordinance amendment for your review.

Motion to approve Ald. Romlein

2nd Ald. Ruetten

2 yes and 3 no's

Comm'r. Thompson asked if there is a need to clarify as the PWD/CE is already the project manager. Attorney Chesboro said he would agree to strike the line. Comm'r. Thompson motioned to strike the words "it may appoint a manager."

Motion Comm'r. Thompson

2nd Ald. Wetzel

Carried by unanimous voice vote

#### 5. Adjournment

Motion to adjourn Ald. Romlein

2nd Ald. Bartz

Carried by unanimous voice vote

Meeting adjourned at 7:25 p.m.

Respectfully submitted,

Bob Wetzel

Public Works Commission Chair

Note: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.





# City of Watertown Water Systems

WASTEWATER (920) 262-4085 • WATER (920) 262-4075  
800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477

September 21, 2022

To: Chairman Wetzel and members of the Public Works Commission  
From: Peter Hartz – Water Systems Manager

Re: Water Systems agenda items for September 27, 2022

## Water Systems:

1. Review and update – 2023 annual capital improvement project supplies for underground infrastructure replacement have been ordered from Core – Main.
  - Note lead time for some items are more than 35 weeks, invoicing to follow delivery of goods likely in 2023, funds are in water budget account #03-99-99-99.
2. Review and update – Private Lead Service line replacement program changes for 2023 and beyond.
  - DNR will be no longer be supporting the private lead service line replacement program in the same manner as the last 2 years. Starting in 2024 DNR will be utilizing the Bipartisan Infrastructure Law (BIL) funding for the future of the LSL funding program, which will be creating several changes that they are still finalizing. The next cycle for the LSL funding program (which will be including private and public side LSL replacements) will be formally included in the Safe Drinking Water Loan Program (SDWLP). DNR is intending to post an amendment later this year that will provide more information about how they will be determining Principal Forgiveness for 2024 as they will not be able to offer the 100% principal forgiveness that was available to us through WIFTA. The replacement program options available for 2023 hinder on Watertown finding financial sources outside of the loan program, PCS allows rate payer funds to be used however that approval can take up to 1-year to complete, and only allows for funding up to 50% of the cost. For Watertown to replace private side services in 2023 we need to find money to seed the loan program as we will not get a grant or principal forgiveness loan so any new loan will now have a debt repayment requirement as we would need to enforce our mandatory replacement ordinance with home-owner grants for up to \$5,000 or 50% of the cost. The good news is that we are replacing the private side lead services in the 2023 CIP project area already as part of our 2022 PLSL program. More to come on this as we gather more information.
3. Review and take action - Submittal of documents for 2024 Private Lead Service Line replacement project thru the Safe Drinking Water Loan Program - Notice of Intent to Apply (ITA) & Priority Evaluation and Ranking Form (PERF); both due October 21, 2022.
  - Notice of Intent to Apply (ITA), this begins the process for seeking funding of the program. The completed form is included in this summary.

- Priority Evaluation and Ranking Form (PERF). This form is used for the Wisconsin Department of Natural Resources (WDNR) to prioritize applications for the Private Lead Service Line Replacement Program. The completed form is included with this summary.
  - Safe Drinking Water Loan Program (SDWLP) Private Lead Service Line (LSL) Replacement Program Application. This application submittal is needed to secure funding for our anticipated Private LSL replacement program to pair with our 2024 annual watermain replacements for full lead service line replacements and additional private lead service line replacements of an undetermined amount pending award of funds from the State of Wisconsin. The draft application cannot be started until DNR receives and reviews the ITA / PERF and is not due until June 30, 2023.
4. Review and update – Purchase of new emergency generator & automatic transfer switch for the Spaulding Lift Station from United Electric, Inc. for \$32,025.
    - Included in the 2022 budget were funds for a new emergency stand-by generator and automatic transfer switch for the Spaulding Lift Station. This generator and automatic transfer switch will allow for continuous uninterrupted power for the lift station in the event of power loss from We Energies. Having a generator at this lift station was identified as the next outlying station based on service area size and frequency of outages along with basement backups. Staff would also like to have the contractor install the underground conduits and do the concrete work needed for to place the generator. Funds were included in the 2022 wastewater budget account #02-97-31-12.
  5. Review and update – Purchase of new lift station control panels from Energenecs Inc., for \$39,900 (Lift Stations for controls; N. Water St., 5<sup>th</sup> Ward, Fox Creek, Country Club Lane, Hintze)
    - As part of our collection system upgrades, we identified 5 lift stations in need of new controls for operations of the pumps. These new controls will allow additional data gathering for use in planning our emergency response to problems or power outages in addition to more reliable operations of the remote lift stations. These funds were included in the wastewater budget account #02-97-30-12.
  6. Review and update – Purchase of new liners for the sludge conveyors from Drydon Equipment Inc., for \$26,960.
    - The sludge conveyors are used to transfer the dewatered anaerobic digested sludge to the outdoor storage area. These conveyors are original and were put into service in 2003 and have operated well during that time, however earlier this year pieces of the liner were ejected during dewatering. We pulled the covers off and inspected the entire unit and found that several parts of the liner had worn out and started to break up. This liner sits between the augers and the outer body of the conveyor, without the liner the auger will eventually wear through the stainless-steel body. While not a planned expense, funds are available in the wastewater 2022 budget in account #02-98-00-00.

7. Review and update – Purchase of new rotary screw air compressor and controller from Kaeser Compressors, Inc. for \$10,761.
  - The wastewater process operations include 2 screw air compressors along with 2 air dryer systems that are used to supply air to the 5 primary clarifier sludge pumps. These compressors are original and were put into service in 2003 and have operated well during that time, however during a shut down for routine maintenance we came across significant issues with one of the air compressors that we were not able to fix. We found out that our compressor is obsolete, and the parts have been discontinued. Currently there is no issue with the compressor, oil/air separator, or the inter cooler, rather the controller and the screw compressor. While not a planned expense sufficient funds are available in the 2022 wastewater budget in account #02-83-10-40.
8. Review take action - Approve planned service agreement from Johnson Controls for the water and wastewater HVAC computerized control system.
  - Johnson Controls has administered and maintained equipment and software support for the entire wastewater facility complex since conception in 2002 with three-year contracts for services. The next three-year contract is up for renewal starting November 1, 2022, to include payments in year one of \$15,700, year two of \$16,175, and year three of \$16,675. This is a support contract that was included with the proposed 2022 budget and the next 2 budgets. We opt to pay in monthly installments so the first payment will be for November 2022 for \$1,308.33. I recommend approval of the three-year contract as presented.

Sincerely,

Peter Hartz  
Water Systems Manger

**Pete Hartz**

**From:** Pete Hartz  
**Sent:** Tuesday, September 20, 2022 12:43 PM  
**To:** Pete Hartz  
**Subject:** RE: Watertown - project # 5439-05 - Disbursement Request #1

**From:** Leja-Brennan, Kathryn F - DNR <kathryn.leja@wisconsin.gov>  
**Sent:** Thursday, September 15, 2022 9:19 AM  
**To:** Pete Hartz <phartz@cityofwatertown.org>; Aerts, Benjamin J - DNR <benjamin.aerts@wisconsin.gov>  
**Cc:** Timothy Hayden <THayden@CityofWatertown.org>; Bilskemper, Justin <Justin.Bilskemper@strand.com>  
**Subject:** RE: Watertown - project # 5439-05 - Disbursement Request #1

Good Morning Pete,

Great question! We will be utilizing the Bipartisan Infrastructure Law (BIL) funding for the future of our LSL funding program, which will be creating several changes that we are still finalizing. The next cycle for the LSL funding program (which will be including private and public side LSL replacements) will be formally included in the Safe Drinking Water Loan Program (SDWLP).

As far as deadlines go, please be aware of the following:

- ITA's are due by October 31, 2022 through the Online System for SDWLP
- Applications are due by June 30, 2023 through the Online System for SDWLP

We just published an article in our E-Bulletin yesterday about the new deadlines and information that will be specific the LSL funding for SFY 2024 as well as the Emerging Contaminants program. The page specific to the LSL Funding program is on page 4 of the article linked above.

We also has some more information about how BIL will be impacting our funding programs in our Intended Use Plan (IUP) for the SDWLP for SFY 2023. There is a lot of information in the IUP about the changes BIL will be making, but you can start seeing a little bit of the breakdown we are getting with BIL funding on page 4, about half way down the page in section **IV. SOURCES AND USES OF FUNDS** with more information about principal forgiveness. We are intending to post and amendment later this year that will provide more information about how we will be determining Principal Forgiveness for 2024 as we will not be able to offer the 100% principal forgiveness that was available to us through WIFTA.

If there are still some private side LSL replacements that Watertown is intending to continue replacing, I would strongly encourage Watertown to apply to the PSC for approval to use rate payer funds to make a revenue pledge to cover the loan funding. We cannot guarantee there will be enough principal forgiveness for all applicants to the SDWLP for LSL replacements for private side replacements, so getting the application in to PSC early will help make sure approval can be received in time to avoid any potential delays to getting Watertown an executed Financial Assistance Agreement.

Please read through the E-Bulletin newsletter for information about the deadlines for the future of the LSL funding program. The IUP also has more information about the financial changes to PF and how BIL is effecting our funding programs. Please note that there will be more information about ranking and the federal requirements for LSL projects to come.

Please reach out with any other questions or concerns.  
 Thank you Pete!

**We are committed to service excellence.**

Section 4, Item B.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Kathryn Leja-Brennan

Pronouns: She/Her

Phone: (608) 852-1937

[Kathryn.Leja@wisconsin.gov](mailto:Kathryn.Leja@wisconsin.gov)

**From:** Pete Hartz <[phartz@cityofwatertown.org](mailto:phartz@cityofwatertown.org)>

**Sent:** Thursday, September 15, 2022 8:58 AM

**To:** Aerts, Benjamin J - DNR <[benjamin.aerts@wisconsin.gov](mailto:benjamin.aerts@wisconsin.gov)>

**Cc:** Leja-Brennan, Kathryn F - DNR <[kathryn.leja@wisconsin.gov](mailto:kathryn.leja@wisconsin.gov)>; Timothy Hayden <[THayden@CityofWatertown.org](mailto:THayden@CityofWatertown.org)>; Bilskemper, Justin <[Justin.Bilskemper@strand.com](mailto:Justin.Bilskemper@strand.com)>

**Subject:** RE: Watertown - project # 5439-05 - Disbursement Request #1

**CAUTION: This email originated from outside the organization.**

**Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hello Ben – I was wondering about the program for 2023. For the last 2 years the ITA, PERF and the application were due by end of September. We also had to designate the authorized representative from the city to submit. Looking online at the program I do not see any reference to the 2023 PLSL replacement program. I see the SDWL and CWFP fiscal year info but nothing on the private lead service line program.

Can you provide an update? I don't want to miss any deadlines.

Thanks

Pete

## Intent To Apply (ITA) / Priority Evaluation and Ranking Form (PERF)

Form : Intent to Apply

Program : Safe Drinking Water Project (SDWLP)

Year : 2024

Applicant		
<b>Name :</b> WATERTOWN, CITY <b>OF</b> <b>County(ies) :</b> Jefferson <b>Address :</b> 106 Jones Street POB 477 Watertown - WI - 53094 <b>Phone No :</b> 920-262-4000	<b>Municipal Official or Municipal Authorized Representative</b> <b>Name :</b> Peter Hartz <b>Title :</b> Water System Manager <b>Direct Phone No :</b> <b>Email :</b> phartz@ci.watertown.wi.us	<b>Main Contact</b> <b>Name :</b> Peter Hartz <b>Title :</b> Water System Manager <b>Address :</b> 106 Jones Street POB 477 Watertown - WI - 53094 <b>Direct Phone No :</b> <b>Email :</b> phartz@ci.watertown.wi.us
Consulting Engineer		
<b>Firm Name :</b> STRAND ASSOCIATES, INC. <b>Address :</b> 910 West Wingra Drive Madison - WI - 53715-1943 <b>Phone No :</b> 608-251-4843	<b>Contact Person at Consulting Firm :</b> <b>Name :</b> Justin Bilskemper <b>Title :</b> Project Engineer <b>Direct Phone No :</b> 608-251-4843 <b>Email :</b> justin.bilskemper@strand.com	
Project Information		
<b>Existing Project Number :</b> DNR will assign number for new projects <b>List the town(s) in which the district is located :</b> PLSL Replacement Project  <b>Engineering Report Submittal Date :</b> 04/11/2023 <b>Plans &amp; Specifications Submittal Date :</b> 04/25/2023 <b>Construction Start Date :</b> 05/23/2023 <b>Construction End Date :</b> 12/29/2023 <b>List all municipalities, if this is a joint project :</b>		
Project Description		

**Project Description**

Section 4, Item C.

**General category of this project :**

Distribution/Transmission

**Reason for this project including the problem to be solved :**

Removal of lead service lines in the public drinking water system. Lead is a known toxin / poison for people who ingest the heavy metal.

**Overall scope of this project :**

Replace private side lead service lines in conjunction with the annual utility replacement project and replace partial lead service lines in the city where the public side material has already been upgraded to copper.

**Significant portions of the project :**

City wide partial lead service lines in addition to working ahead of planned water infrastructure replacements so as to remove and replace lead service lines.

**Applicant's Name for Project :**

Private Lead Service Replacements 2023 - 2024

**Explain any modifications, additions or deletions to this project since the last ITA submitted:****Project Cost Estimates**

EPA Needs Categories	Project Costs (in \$)
Total Project Costs :	2,850,000.00

**Source of cost estimates :**

500 private side lead service line replacements (2022 bid dollars) = \$2,850,000

**Other Funding Sources :**

None at this time

Please indicate whether you expect your project to include costs eligible under any of the following Green Project Reserve (GPR) categories. Include a brief description of the GPR activities in your project scope.

Green Infrastructure :		Energy Efficiency :	
Water Efficiency :		Environmentally Innovative :	

**GPR activities in your project scope:**

Submitted By	DNR Use Only
First Name : Last Name : Title : Email Address : Phone : Date Submitted :	Project Number : Project Description : Region : South Central Region Project Manager : CME : Adjusted MHI : \$ 51,534.00 Population : 24,091 Date Accepted : Status : DRAFT

## Intent To Apply (ITA) / Priority Evaluation and Ranking Form (PERF)

## Priority Evaluation and Ranking (SDWLP)

Municipality	WATERTOWN, CITY OF		
Year	2024		
Project No			
ITA Status	DRAFT		
PERF Status	DRAFT		
Sr. #	Question	Answer	Score
		Applicant	
Section I: Risk to Human Health			
HH1:	Does this project Address an MCL violation, AL exceedance or Treatment Technique violation or an acute or chronic health hazard?	Yes	
a.	Total/Fecal Coliform or waterborne disease outbreak	No	
b.	SW Filtration and Disinfection	No	
c.	Nitrate/Nitrite	No	
d.	IOC's	No	
	VOC's	No	
	SOC's	No	
	Radionuclides	No	
	DBP's	No	
HH2:	Does this project propose to prevent an anticipated MCL, AL or treatment technique violation or critical health hazard?	No	
a.	Total/Fecal Coliform	No	
b.	SW Filtration	No	
c.	Nitrate/Nitrite	No	
d.	IOC's	No	
	VOC's	No	
	SOC's	No	
	Radionuclides	No	



Sr. #	Question	Section 4, Item C.	
	DBP's	No	
HH3:	Does this watermain replacement project include the replacement of private LSLs?	Yes	
a.	Select the amount of private LSL being replaced. Applicant : If at least 200 private LSLs are being removed as part of the project		30
b.	Does this project remove all remaining private LSLs in the municipality?	No	
Total Points Section I :			30
Section II: Financial Need			
FN1 :	Population : 24,091 MHI Amt : 51,534 State MHI : Percentage :		
FN2 :	Median Household Income <80% of State MHI and Pop < 10,000?	No	0
Total Points Section II :			0
Section III: Secondary Contaminant Violation and System Compliance			
SC1:	Does this project reduce a secondary drinking water contaminant to a level below the aesthetic standard? Attach water quality sampling information.	No	
SC2:	Does this project address areas of inadequate distribution system pressure, as defined in s. NR 810.10, 810.11, or 811.70 (4)? Attach a copy of system pressure information or other supporting documentation.	No	
SC3:	Does this project address a documented storage deficiency, excluding fire demand, within an existing public water supply system? Attach a copy of water study or other documentation.	No	
SC4:	Does this project address a source or capacity deficiency where there is a demonstrated need within the existing public water supply system? Attach pump runtime information or other documentation.	No	
SC5:	Does this project address system reliability under all operational situations, where there are significant concerns regarding reliability in the existing system, such as lack of redundancy of major components of the water system?	No	
SC6:	Does this project address significant deficiencies identified in a sanitary survey and the activities to correct deficiencies are related to the core project activities?	No	
SC7:	Does this project include replacement of lead joints or replacement of less than 15 LSLs?	No	
SC8:	Does this project include long-term zebra mussel control?	No	
SC9:	Does this project include installation of an auxiliary power source to a well, pump station, or water treatment plant?	No	
SC10:	Does this project include replacement of asbestos-cement pipe material? Provide evidence of asbestos-cement pipe material in your project area.	No	

Sr. #	Question	Section 4, Item C.	
SC11:	Does this project include upgrading an existing supervisory control and data acquisition system (SCADA)?	No	
SC12:	Does this project include installation or replacement of fluoridation equipment?	No	
SC13:	Does this project include upgrading existing facilities for capturing, holding or disposing of liquid or solid waste generated from the water system operation?	No	
SC14:	Does this project include the replacement of a water main(s) less than 6 inches in diameter? Provide evidence of undersized mains in your project area.	No	
SC15:	Does this project include the looping of water mains or eliminate dead end water mains? Provide evidence of looping or dead end mains in your project area.	No	
SC16:	Does this project include treatment to reduce the potential for formation of disinfection by-products?	No	
SC17:	Does this project, as a secondary benefit, increase the fire protection of the community?	No	
SC18:	Does this project include installing a water booster station or pressure reducing station that will supply water to customers at a more acceptable level of pressure?	No	
SC19:	Does this project include installation of an additional river, railroad or highway crossing to a major system divide that results in greater system reliability?	No	
SC20:	Does this project replace one or more pumps or pump motors that are no longer functional, or have reached the end of their useful life?	No	
SC21:	Does this project improve the intake structure for a surface water plant?	No	
SC22:	Does this project reduce the water loss within a public water system that currently has documented excessive water loss?	No	
SC23:	Does this project include removal of water mains that pass through sanitary sewer manholes?	No	
Total Points Section III :			0
<b>Section IV: System and Consolidated Systems Capacity Points</b>			
C1:	Does this public water system have a written emergency action plan?	Yes	5
C2:	Does this public water system have an implemented private well abandonment ordinance?	Yes	5
C3:	Does this water system have a wellhead protection plan and ordinance for all the wells in the public water system?	Yes	5
C4:	Does this water system have a certified operator and provisions for a certified back-up operator?	Yes	5
C5:	Does this water system have a cross connection control program for the public water system?	Yes	5

Sr. #	Question	Section 4, Item C.	
C6:	Does this water system have a dedicated replacement fund for the water system?	No	
C7:	Does this project propose to consolidate existing public water systems that are having technical, financial or managerial difficulties and also is limited in scope to the service area of the systems consolidated?	No	
C8:	List all public water systems this project is consolidating :		
C9:	Have at least 50% of the members of the water utility's governing body have taken all of the online training modules available at the time of application?	No	
C10:	Does this project including the replacement of LSLs where the LSLs constitute at least 40% of the service lines being replaced? (This also includes galvanized material that is downstream of lead goosenecks or services.)	No	
C11:	Has this project implemented the approved recommendations from a corrosion control study?	No	
C12:	Has the applicant submitted a new Asset Management Plan?	No	
C13:	Has the applicant submitted a revised/updated Asset Management Plan?	No	
C14:	Has the applicant executed a new agreement between two or more water systems to improve technical, managerial, and financial capacity?	No	
Total Points Section IV :			25
Total Priority Score :			55

## Intent To Apply (ITA) / Priority Evaluation and Ranking Form (PERF)

## Priority Evaluation and Ranking (SDWLP)

Municipality	WATERTOWN, CITY OF		
Year	2024		
Project No			
ITA Status	DRAFT		
PERF Status	DRAFT		
Sr. #	Question	Answer	Score
		Applicant	
Section I: Risk to Human Health			
HH1:	Does this project Address an MCL violation, AL exceedance or Treatment Technique violation or an acute or chronic health hazard?	Yes	
a.	Total/Fecal Coliform or waterborne disease outbreak	No	
b.	SW Filtration and Disinfection	No	
c.	Nitrate/Nitrite	No	
d.	IOC's	No	
	VOC's	No	
	SOC's	No	
	Radionuclides	No	
	DBP's	No	
HH2:	Does this project propose to prevent an anticipated MCL, AL or treatment technique violation or critical health hazard?	No	
a.	Total/Fecal Coliform	No	
b.	SW Filtration	No	
c.	Nitrate/Nitrite	No	
d.	IOC's	No	
	VOC's	No	
	SOC's	No	
	Radionuclides	No	

Sr. #	Question	Section 4, Item C.	
	DBP's	No	
HH3:	Does this watermain replacement project include the replacement of private LSLs?	Yes	
a.	Select the amount of private LSL being replaced. Applicant : If at least 200 private LSLs are being removed as part of the project		30
b.	Does this project remove all remaining private LSLs in the municipality?	No	
Total Points Section I :			30
Section II: Financial Need			
FN1 :	Population : 24,091 MHI Amt : 51,534 State MHI : Percentage :		
FN2 :	Median Household Income <80% of State MHI and Pop < 10,000?	No	0
Total Points Section II :			0
Section III: Secondary Contaminant Violation and System Compliance			
SC1:	Does this project reduce a secondary drinking water contaminant to a level below the aesthetic standard? Attach water quality sampling information.	No	
SC2:	Does this project address areas of inadequate distribution system pressure, as defined in s. NR 810.10, 810.11, or 811.70 (4)? Attach a copy of system pressure information or other supporting documentation.	No	
SC3:	Does this project address a documented storage deficiency, excluding fire demand, within an existing public water supply system? Attach a copy of water study or other documentation.	No	
SC4:	Does this project address a source or capacity deficiency where there is a demonstrated need within the existing public water supply system? Attach pump runtime information or other documentation.	No	
SC5:	Does this project address system reliability under all operational situations, where there are significant concerns regarding reliability in the existing system, such as lack of redundancy of major components of the water system?	No	
SC6:	Does this project address significant deficiencies identified in a sanitary survey and the activities to correct deficiencies are related to the core project activities?	No	
SC7:	Does this project include replacement of lead joints or replacement of less than 15 LSLs?	No	
SC8:	Does this project include long-term zebra mussel control?	No	
SC9:	Does this project include installation of an auxiliary power source to a well, pump station, or water treatment plant?	No	
SC10:	Does this project include replacement of asbestos-cement pipe material? Provide evidence of asbestos-cement pipe material in your project area.	No	

Sr. #	Question	Section 4, Item C.	
SC11:	Does this project include upgrading an existing supervisory control and data acquisition system (SCADA)?	No	
SC12:	Does this project include installation or replacement of fluoridation equipment?	No	
SC13:	Does this project include upgrading existing facilities for capturing, holding or disposing of liquid or solid waste generated from the water system operation?	No	
SC14:	Does this project include the replacement of a water main(s) less than 6 inches in diameter? Provide evidence of undersized mains in your project area.	No	
SC15:	Does this project include the looping of water mains or eliminate dead end water mains? Provide evidence of looping or dead end mains in your project area.	No	
SC16:	Does this project include treatment to reduce the potential for formation of disinfection by-products?	No	
SC17:	Does this project, as a secondary benefit, increase the fire protection of the community?	No	
SC18:	Does this project include installing a water booster station or pressure reducing station that will supply water to customers at a more acceptable level of pressure?	No	
SC19:	Does this project include installation of an additional river, railroad or highway crossing to a major system divide that results in greater system reliability?	No	
SC20:	Does this project replace one or more pumps or pump motors that are no longer functional, or have reached the end of their useful life?	No	
SC21:	Does this project improve the intake structure for a surface water plant?	No	
SC22:	Does this project reduce the water loss within a public water system that currently has documented excessive water loss?	No	
SC23:	Does this project include removal of water mains that pass through sanitary sewer manholes?	No	
Total Points Section III :			0
Section IV: System and Consolidated Systems Capacity Points			
C1:	Does this public water system have a written emergency action plan?	Yes	5
C2:	Does this public water system have an implemented private well abandonment ordinance?	Yes	5
C3:	Does this water system have a wellhead protection plan and ordinance for all the wells in the public water system?	Yes	5
C4:	Does this water system have a certified operator and provisions for a certified back-up operator?	Yes	5
C5:	Does this water system have a cross connection control program for the public water system?	Yes	5

Sr. #	Question	A	Section 4, Item C.
C6:	Does this water system have a dedicated replacement fund for the water system?	No	
C7:	Does this project propose to consolidate existing public water systems that are having technical, financial or managerial difficulties and also is limited in scope to the service area of the systems consolidated?	No	
C8:	List all public water systems this project is consolidating :		
C9:	Have at least 50% of the members of the water utility's governing body have taken all of the online training modules available at the time of application?	No	
C10:	Does this project including the replacement of LSLs where the LSLs constitute at least 40% of the service lines being replaced? (This also includes galvanized material that is downstream of lead goosenecks or services.)	No	
C11:	Has this project implemented the approved recommendations from a corrosion control study?	No	
C12:	Has the applicant submitted a new Asset Management Plan?	No	
C13:	Has the applicant submitted a revised/updated Asset Management Plan?	No	
C14:	Has the applicant executed a new agreement between two or more water systems to improve technical, managerial, and financial capacity?	No	
Total Points Section IV :			25
Total Priority Score :			55









City of Watertown  
 ATTN: Jim Arndt  
 125 E Spaulding Street  
 Watertown, WI 53098  
[jarndt@cityofwatertown.org](mailto:jarndt@cityofwatertown.org)  
 (920)342-8727

Installation of new Generac liquid cooled generator and 200-amp transfer switch at above noted lift station site. Generator and transfer switch to be installed next to the lift station service. Generator to back up the entire service and be capable of operating both pumps at once. 5G LTE monitoring antenna with 1 year service included.

Items not included:

Trenching from service to generator pad by City of Watertown  
 Forming and pouring generator pad by City of Watertown  
 Gas installation cost by City of Watertown's preferred contractor  
 Tax exempt, no tax included with proposal

Included:

Selected Genset and 200-amp Transfer switch  
 Shipping  
 Group 35 Exide Battery  
 Battery heater kit  
 Coolant block heater kit  
 Owner training and testing  
 Electrical Permit and installation coordination  
 LTE antenna and wiring harness for monitoring capability

Total 45KW with 3600 RPM 2.4L engine \$28,525 (32-40 week lead time)

Total 48KW with 1800 RPM 4.5L engine \$31,440 (52+ week current lead time)

NOTE: If the City of Watertown opts to have United Electric do underground and concrete work, add \$3500 to this proposal

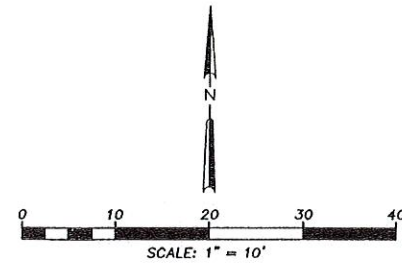
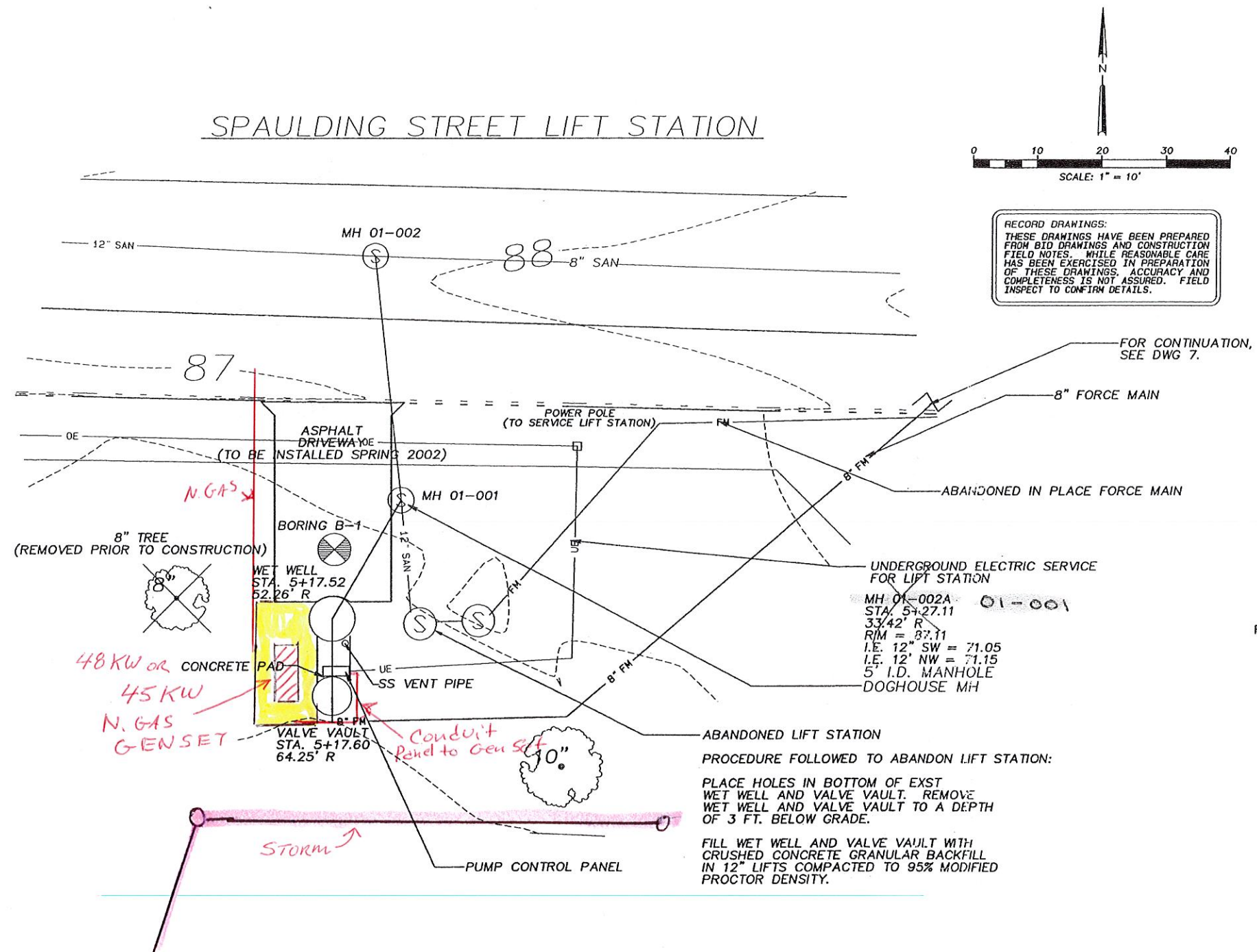
\$ 32,025

--

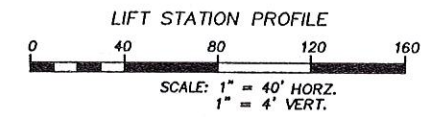
Chris Lawton  
 Journeyman Electrician  
 Factory certified Commercial Air & Liquid cooled **GENERAC** technician  
 United Electric, INC  
 Office: (920)696-3580  
 Cell: (608)963-2630

734 H

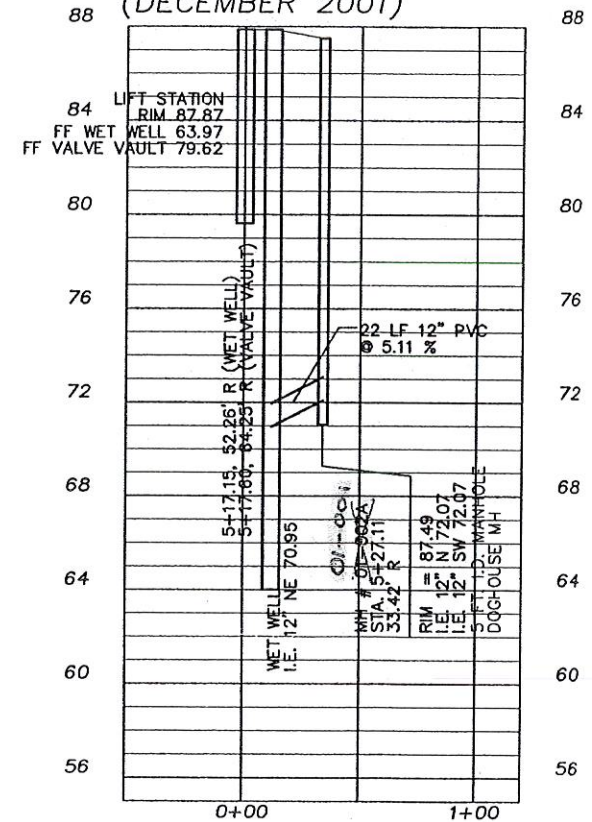
## SPAULDING STREET LIFT STATION



RECORD DRAWINGS:  
THESE DRAWINGS HAVE BEEN PREPARED FROM BID DRAWINGS AND CONSTRUCTION FIELD NOTES. WHILE REASONABLE CARE HAS BEEN EXERCISED IN PREPARATION OF THESE DRAWINGS, ACCURACY AND COMPLETENESS IS NOT ASSURED. FIELD INSPECT TO CONFIRM DETAILS.



DRIVEWAY PROFILE HAS NOT BEEN SURVEYED UPON COMPLETION OF CONSTRUCTION (DECEMBER 2001)



DESIGNED BY C.J.T.	VERIFY SCALES LENGTH OF BAR IS 1" ON ORIGINAL DRAWING	JAN 2002	ADJUSTMENT TO MANHOLE: LOCATION, ELEVATIONS ADJUSTMENT TO PIPE LENGTHS, SLOPE PER FIELD SURVEY INFORMATION OBTAINED JANUARY 10, 2002	C.J.T.	J.J.S.
DRAWN BY C.J.T.	IF BAR IS NOT 1" ON THIS DRAWING, ADJUST SCALE(S) ACCORDINGLY	JAN 2002	RECORD DRAWINGS	C.J.T.	J.J.S.
CHECKED BY R.C.M.		NO.	DATE	BY	APVD
APPROVED BY J.J.S.					



CITY OF WATERTOWN  
SPAULDING STREET LIFT STATION  
AND SANITARY SEWER IMPROVEMENTS  
WATERTOWN, WISCONSIN

SPAULDING STREET LIFT STATION  
SITE WORK, DEMOLITION &  
ELECTRICAL PLAN  
RECORD DRAWINGS

PROJECT NO.	DATE
2937	MAY 2002
DRAWING NO.	23
	4



**GENERAC****Protector®  
Series****PROTECTOR® SERIES**  
**Standby Generators**  
**Liquid-Cooled Gaseous Engine**

Protector® Series

1 of 11

INCLUDES:

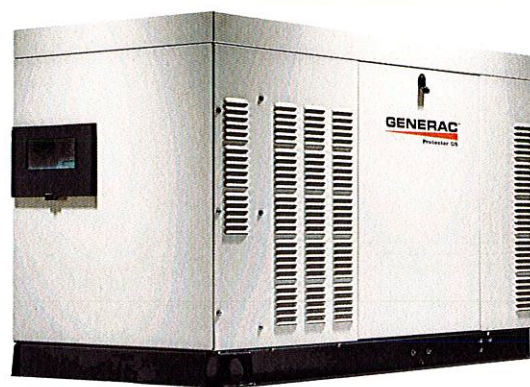
- Two-Line LCD Multilingual Digital Evolution™ Controller (English / Spanish / French / Portuguese) with external viewing window for easy indication of generator status and breaker position.
- Capability to be installed within 18 in (457mm) of a building\*
- True Power™ Electrical Technology
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV / Ozone Resistant Hoses
- ±1% Voltage Regulation
- Natural Gas or LP Operation
- 5 Year Limited Warranty
- UL 2200 Listed

Note: 25-45 kW units are field convertible between natural gas or liquid propane. 60 kW units are built per fuel requirement and are not convertible.

\*Only if located away from doors, windows, fresh air intakes, and unless otherwise directed by local codes. Applicable for 25 kW and 30 kW units only.

## Standby Power Rating

Model RG025 (Aluminum - Bisque) - 25 kW 60 Hz  
 Model RG030 (Aluminum - Bisque) - 30 kW 60 Hz  
 Model RG036 (Aluminum - Bisque) - 36 kW 60 Hz  
 Model RG045 (Aluminum - Bisque) - 45 kW 60 Hz  
 Model RG060 (Aluminum - Bisque) - 60 kW 60 Hz



\*Assembled in the USA using domestic and foreign parts

**QUIET-TEST.**

Meets EPA Emission Regulations  
 25, 30, & 45 kW meet CA/MA emissions compliant  
 36 & 60 kW not for sale in CA / MA

**FEATURES**

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
  - ✓ **PROTOTYPE TESTED** ✓ **NEMA MG1-22 EVALUATION**
  - ✓ **SYSTEM TORSIONAL TESTED** ✓ **MOTOR STARTING ABILITY**
- **MOBILE LINK® CONNECTIVITY:** FREE with all RG generators, Mobile Link Wi-Fi allows users to monitor generator status from anywhere in the world using a smartphone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account to an authorized service dealer for fast, friendly, and proactive service. With Mobile Link, users are taken care of before the next power outage.
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is the GENERAC product line is offered with its own transfer systems and controls for total system compatibility.

**GENERAC**

25 • 30 • 36 • **45** • 60 kW

## application &amp; engineering data

## GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire
Bearings	Sealed Ball
Coupling	Flexible Disc
Excitation System	Direct

## VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

## GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

## ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 15 Amp – 25 & 30 kW 12 Volt 30 Amp – 36, 45, & 60 kW
Static Battery Charger	2 Amp
Recommended Battery (battery not included)	Group 26, 525 CCA
System Voltage	12 Volts

## GENERATOR FEATURES

Revolving field heavy duty generator Directly connected to the engine Operating temperature rise 120 °C above a 40 °C ambient Class H insulation is NEMA rated All models fully prototyped tested
---

## ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

## ENGINE SPECIFICATIONS: 25 &amp; 30 kW

Make	Generac
Model	In-line
Cylinders	4
Displacement (Liters)	1.5
Bore (in / mm)	3.05 / 77.4
Stroke (in / mm)	3.13 / 79.5
Compression Ratio	11:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

## ENGINE SPECIFICATIONS: 36, 45, &amp; 60 kW

Make	Generac
Model	In-line
Cylinders	4
Displacement (Liters)	2.4
Bore (in / mm)	3.41 / 86.5
Stroke (in / mm)	3.94 / 100
Compression Ratio	9.5:1
Intake Air System	Naturally Aspirated (36 & 45 kW) or Turbocharged / Aftercooled (60 kW)
Lifter Type	Hydraulic

## ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	4 / 3.8 - 25, 30, 36, & 45 kW 5.25 / 4.96 - 60 kW

## ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	2,484 – 25 & 30 kW 1,865 – 36 & 45 kW 2,100 – 60 kW
Fan Diameter (in / mm)	17.7 / 449.6 (25 & 30 kW) 22 / 558.8 (36, 45, & 60 kW)
Fan Mode	Pusher (25 & 30 kW) Puller (36, 45, & 60 kW)

## FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
LP Fuel Pressure	5 – 14 in Water Column / 9 – 26 mm HG
NG Fuel Pressure	5 – 14 in Water Column / 9 – 26 mm HG

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349, and DIN6271)



25 • 30 • 36 • 45 • 60 kW

operating data

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
RG025	120 / 240 V, 1Ø, 1.0 pf	25	104	25	104	125
	120 / 208 V, 3Ø, 0.8 pf	25	87	25	87	100
	120 / 240 V, 3Ø, 0.8 pf	25	75	25	75	90
RG030	120 / 240 V, 1Ø, 1.0 pf	30	125	30	125	150
	120 / 208 V, 3Ø, 0.8 pf	30	104	30	104	125
	120 / 240 V, 3Ø, 0.8 pf	30	90	30	90	100
RG036	120 / 240 V, 1Ø, 1.0 pf	36	150	36	150	175
	120 / 208 V, 3Ø, 0.8 pf	36	125	36	125	150
	120 / 240 V, 3Ø, 0.8 pf	36	108	36	108	125
	277 / 480 V, 3Ø, 0.8 pf	36	54	36	54	60
RG045	120 / 240 V, 1Ø, 1.0 pf	45	188	45	188	200
	120 / 208 V, 3Ø, 0.8 pf	45	156	45	156	175
	120 / 240 V, 3Ø, 0.8 pf	45	135	45	135	150
	277 / 480 V, 3Ø, 0.8 pf	45	68	45	68	80
RG060	120 / 240 V, 1Ø, 1.0 pf	60	250	60	250	300
	120 / 208 V, 3Ø, 0.8 pf	60	208	60	208	250
	120 / 240 V, 3Ø, 0.8 pf	60	180	60	180	200
	277 / 480 V, 3Ø, 0.8 pf	60	90	60	90	100

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
RG025	120/240 V, 1Ø	65	170
	120/208 V, 3Ø	80	130
	120/240 V, 3Ø	69	112
RG030	120/240 V, 1Ø	75	180
	120/208 V, 3Ø	96	155
	120/240 V, 3Ø	83	134
RG036	120/240 V, 1Ø	105	240
	120/208 V, 3Ø	44	130
	120/240 V, 3Ø	38	115
	277/480 V, 3Ø	20	60
RG045	120/240 V, 1Ø	105	240
	120/208 V, 3Ø	44	130
	120/240 V, 3Ø	38	115
	277/480 V, 3Ø	20	60
RG060	120/240 V, 1Ø	140	320
	120/208 V, 3Ø	70	210
	120/240 V, 3Ø	61	182
	277/480 V, 3Ø	30	91

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane		
		(ft³/hr)	(m³/hr)	(gal/hr)	(l/hr)	(ft³/hr)
RG026	Exercise cycle	60	1.7	0.7	2.5	24
	25% of rated load	220	6.3	2.9	9.1	88
	50% of rated load	297	8.4	3.3	12.3	119
	75% of rated load	362	10.3	4	15	145
	100% of rated load	430	12.2	4.7	17.8	172
RG030	Exercise cycle	60	1.7	0.7	2.5	24
	25% of rated load	240	6.8	2.6	10	96
	50% of rated load	320	9.1	3.5	13.3	128
	75% of rated load	400	11.4	4.4	16.6	160
	100% of rated load	492	14	5.4	20.4	197
RG036	Exercise cycle	65	1.8	0.7	2.6	25
	25% of rated load	210	6	2.3	8.6	83
	50% of rated load	380	10.8	4.2	15.7	151
	75% of rated load	545	15.5	5.9	22.4	216
	100% of rated load	730	20.7	8	30.1	290
RG045	Exercise cycle	65	1.8	0.7	2.6	25
	25% of rated load	210	6	2.3	8.6	83
	50% of rated load	380	10.8	4.2	15.7	151
	75% of rated load	545	15.5	5.9	22.4	216
	100% of rated load	730	20.7	8	30.1	290
RG060	Exercise cycle	123	3.5	1.34	5.1	49.3
	25% of rated load	267	7.6	2.7	10.5	101
	50% of rated load	483	13.7	5	19	183
	75% of rated load	672	19.1	7	26.5	255
	100% of rated load	862	24.5	9	33.9	327

Note: Fuel pipe must be sized for full load.

For Btu content, multiply ft³/hr x 2,520 (LP) or ft³/hr x 1,000 (NG)

For megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG)

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.



25 • 30 • 36 • 45 • 60 kW

## operating data

## ENGINE COOLING

	25 kW	30 kW	36 kW	45 kW	60 kW
Air flow (inlet air including alternator and combustion air in cfm/cmm)	2,490 / 70.5	2,490 / 70.5	2,725 / 77.2	2,725 / 77.2	3,280 / 92.9
System coolant capacity (gal / liters)	2 / 7.6	2 / 7.6	2.5 / 9.5	2.5 / 9.5	2.5 / 9.5
Heat rejection to coolant (BTU per hr/MJ per hr)	112,000 / 118.2	135,000 / 142.4	193,000 / 203.6	193,000 / 203.6	270,000 / 284.9
Maximum operation air temperature on radiator (°F / °C)			140 / 60		
Maximum ambient temperature (°F / °C)			122 / 50		

## COMBUSTION REQUIREMENTS

Flow at rated power (cfm / cmm)	62 / 1.8	72 / 2	144 / 4.1	144 / 4.1	180 / 5.1
---------------------------------	----------	--------	-----------	-----------	-----------

## SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	59	59	61	61	65
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	72	73	73	73	72

\*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

## EXHAUST

Exhaust flow at rated output (cfm / cmm)	203 / 5.7	237 / 6.7	300 / 8.5	420 / 11.9	494 / 14
Exhaust temperature at muffler outlet (°F / °C)	1,100 / 593	1,130 / 610	1,075 / 579	1,100 / 593	1,050 / 566

## ENGINE PARAMETERS

Rated Synchronous rpm	3,600
-----------------------	-------

## POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration .....	3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (25, 30, 36, & 45 kW) .....	1% for every 100 m above 183 m or 3% for every 1,000 ft above 600 ft
Altitude Deration (60 kW) .....	1% for every 100 m above 915 m or 3% for every 1,000 ft above 3,000 ft

## CONTROLLER FEATURES

Two-Line Plain Text LCD Display .....	Simple user interface for ease of operation.
Mode Switch: AUTO .....	Automatic Start on Utility failure. 7 day exerciser.
OFF .....	Stops unit. Power is removed. Control and charger still operate.
MANUAL .....	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10 – 30 seconds .....	Standard 10 sec
Engine Start Sequence .....	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up .....	5 sec
Engine Cool-Down .....	1 min
Starter Lock-out .....	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger .....	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection .....	Standard
Automatic Low Oil Pressure Shutdown .....	Standard
Overspeed Shutdown .....	Standard, 72 Hz
High Temperature Shutdown .....	Standard
Overcrank Protection .....	Standard
Safety Fused .....	Standard
Failure to Transfer Protection .....	Standard
Low Battery Protection .....	Standard
50 Event Run Log .....	Standard
Future Set Capable Exerciser .....	Standard
Incorrect Wiring Protection .....	Standard
Internal Fault Protection .....	Standard
Common External Fault Capability .....	Standard
Governor Failure Protection .....	Standard

## REMOTE MONITORING

● Ability to view generator status	Monitor generator with a smartphone, tablet, or computer at any time via the Mobile Link application for complete peace of mind.
● Ability to view generator Exercise / Run and Total Hours	Review the generator's complete protection profile for exercise hours and total hours.
● Ability to view generator maintenance information	Provides maintenance information for the specific model generator when scheduled maintenance is due.
● Monthly report with previous month's activity	Detailed monthly reports provide historical generator information.
● Ability to view generator battery information	Built in battery diagnostics displaying current state of the battery.
● Weather information	Provides detailed local ambient weather conditions for generator location.

25 • 30 • 36 • **45** • 60 kW

**available accessories**

Model #	Product	Description
G0071690	Mobile Link® 4G LTE Cellular Accessory	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or with any smart device. You will even be notified when a change in the generator's status occurs via e-mail or text message. Note: Harness Adapter Kit required. Available in the U.S. only.
G006175-0 - 25 & 30 kW G005630-1 - 36, 45, & 60 kW	Cold Weather Kit	If the temperature regularly falls below 32 °F (0 °C), install a cold weather kit to maintain optimal battery temperature. Kit consists of battery warmer with thermostat built into the wrap.
G006174-0 - 25 & 30 kW G005616-0 - 36, 45, & 60 kW	Extreme Cold Weather Kit	Recommended where the temperature regularly falls below 32 °F (0 °C) for extended periods of time. For liquid cooled units only.
G005651-0	Base Plug Kit	Add base plugs to the base of the generator to keep out debris.
G005703-0 - Bisque	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
G006176-0 - 25 & 30 kW G006172-0 - 36 & 45 kW G006171-0 - 60 kW	Scheduled Maintenance Kit	The Liquid-Cooled Scheduled Maintenance Kits offer all the hardware necessary to perform complete maintenance on Generac liquid-cooled generators.
G007000-0 (50 Amps) G007006-0 (100 Amps)	Smart Management Module	Smart Management Modules (SMM) optimize the performance of a standby generator. They manage large electrical loads upon startup and load shed to aid in recovery when overloaded. In many cases, SMMs can reduce the overall size and cost of the system.
G006510-0	E-Stop resettable switch for commercial installs to NEC2020	E-stop allows for immediate fuel shutoff and generator shutdown in the event of an emergency.
G007005-0	Wi-Fi LP Fuel Level Monitor	The Wi-Fi enabled LP fuel level monitor provides constant monitoring of the connected LP fuel tank. Monitoring the LP tank's fuel level is an important step in making sure your generator is ready to run during an unexpected power failure. Status alerts are available through a free application to notify when your LP tank is in need of a refill.
A0000018981	Ultrasonic Cleaner Solution	An ultra-concentrated anti-corrosive cleaning solution engineered to reach the smallest cavities to clean the toughest contaminants. This water based formula is non-toxic, biodegradable, and safe for both metal and plastic surfaces and is superior in rinsability.
A0000019001	All Surface Protectant	All Surface Protectant for vinyl, rubber, and plastics creates a barrier that seals & protects surfaces from water and UV rays while renewing the look of the surface.



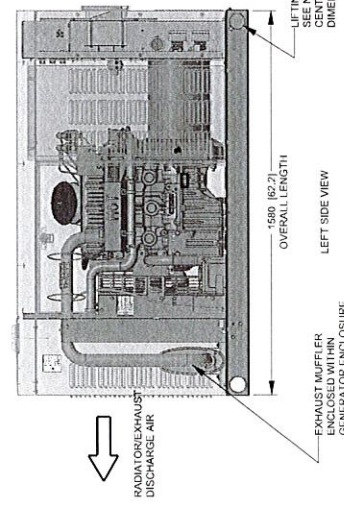
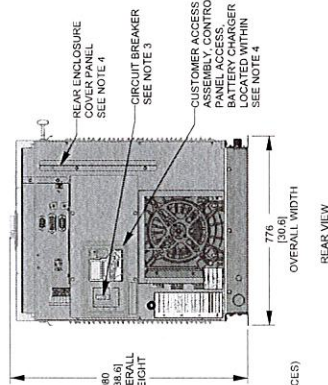
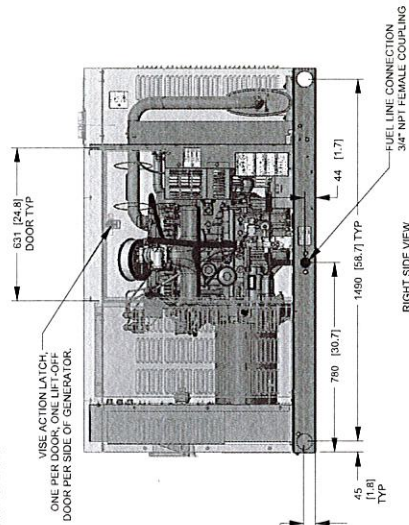
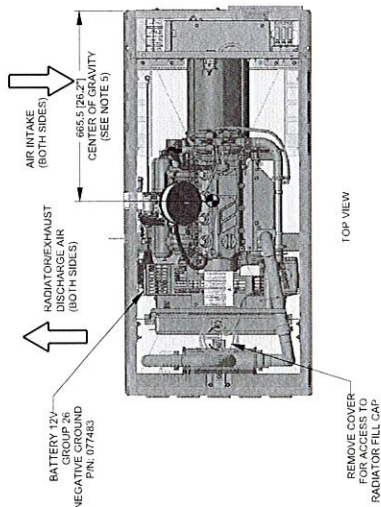
### 25 & 30 kW

Drawing #0K8420-B (1 of 2)

- NOTES:**
1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1082 (43") WIDE X 1887 (74.3") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
  2. THIS UNIT IS DESIGNED TO BE INSTALLED IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODE, NFPA 70, AND APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
  3. SEE SPECIFICATION SHEET FOR OWNER'S INFORMATION.
  4. ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR.
  5. REMOVE THE REAR ENCLOSURE COVER PANEL TO ACCESS THE SUBTERRANEAN CONNECTIONS.
  6. THE SUBTERRANEAN CONNECTIONS INCLUDE AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION, LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
  7. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS. REFER TO THE WEIGHT AND CENTER OF GRAVITY CHART FOR THE WEIGHT AND CENTER OF GRAVITY OF THE UNIT WITH THE OPTIONS YOU HAVE SELECTED. PROPER LIFTING AND TOWING TECHNIQUES MUST BE USED TO PREVENT INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
  8. EXHAUST SYSTEM MAXIMUM BACK PRESSURE: 24 INCHES H<sub>2</sub>O.
  9. REFERENCE OWNER'S MANUAL FOR LIFTING WARNINGS.
  10. EXHAUST MUFFLER MUST BE INSTALLED ON THE EXHAUST SURFACE SHALL BE 58-11 GRADE 5 (USE STANDARD SAF TORQUE SPECS).
  11. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
  12. EXHAUST MUFFLER ENCLOSURE WITHIN GENERATOR ENCLOSURE IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
  13. EXHAUST MUFFLER ENCLOSURE WITHIN GENERATOR ENCLOSURE. REMOVE ENCLOSURE TO ACCESS EXHAUST MUFFLER.

SERVICE ITEM	1.5L
OIL FILL CAP	EITHER DOOR
OIL DIP STICK	RIGHT DOOR
OIL FILTER	RIGHT DOOR
OIL DRAIN HOSE	RIGHT DOOR
RADIATOR DRAIN HOSE	RIGHT DOOR
AIR CLEANER ELEMENT	RIGHT DOOR
MUFFLER	SEE NOTE 12
FAN BELT	EITHER DOOR
BATTERY	RIGHT DOOR

REFERENCE OWNER'S MANUAL  
REPLACEMENT PART LISTINGS.



ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT DATA		
		WEIGHT GENSET ONLY	WEIGHT SHIPPING SMD	SHIPPING WEIGHT
1.5L/25KW	ST	352 (865)	30 (66)	422 (931)
1.5L/30KW	ST	406 (905)	30 (66)	436 (961)
1.5L/25KW	AL	352 (777)	30 (66)	382 (843)
1.5L/30KW	AL	366 (807)	30 (66)	396 (873)

# 25 & 30 kW

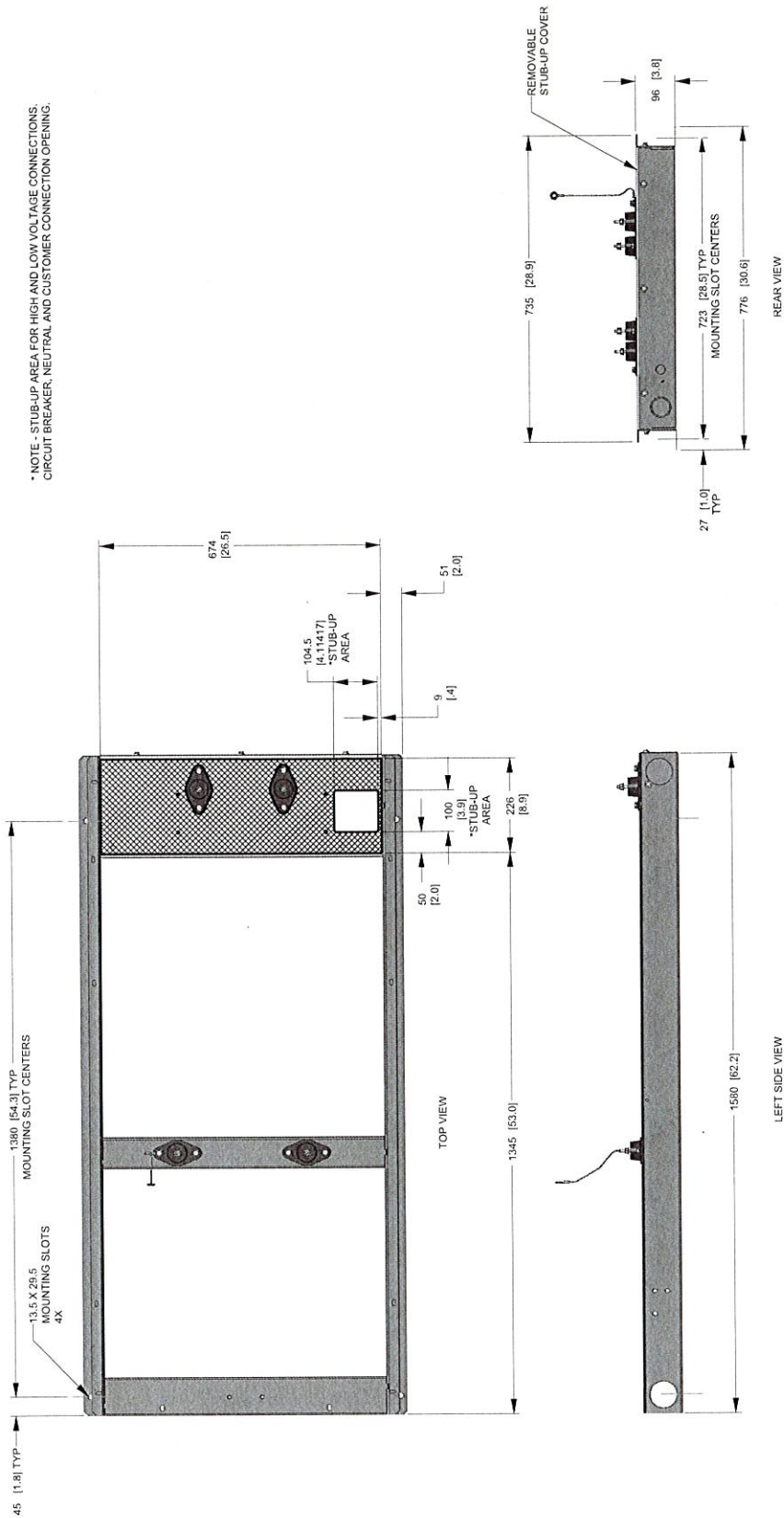
Section 4, Item D.

## installation layout

Drawing #0K8420-B (2 of 2)

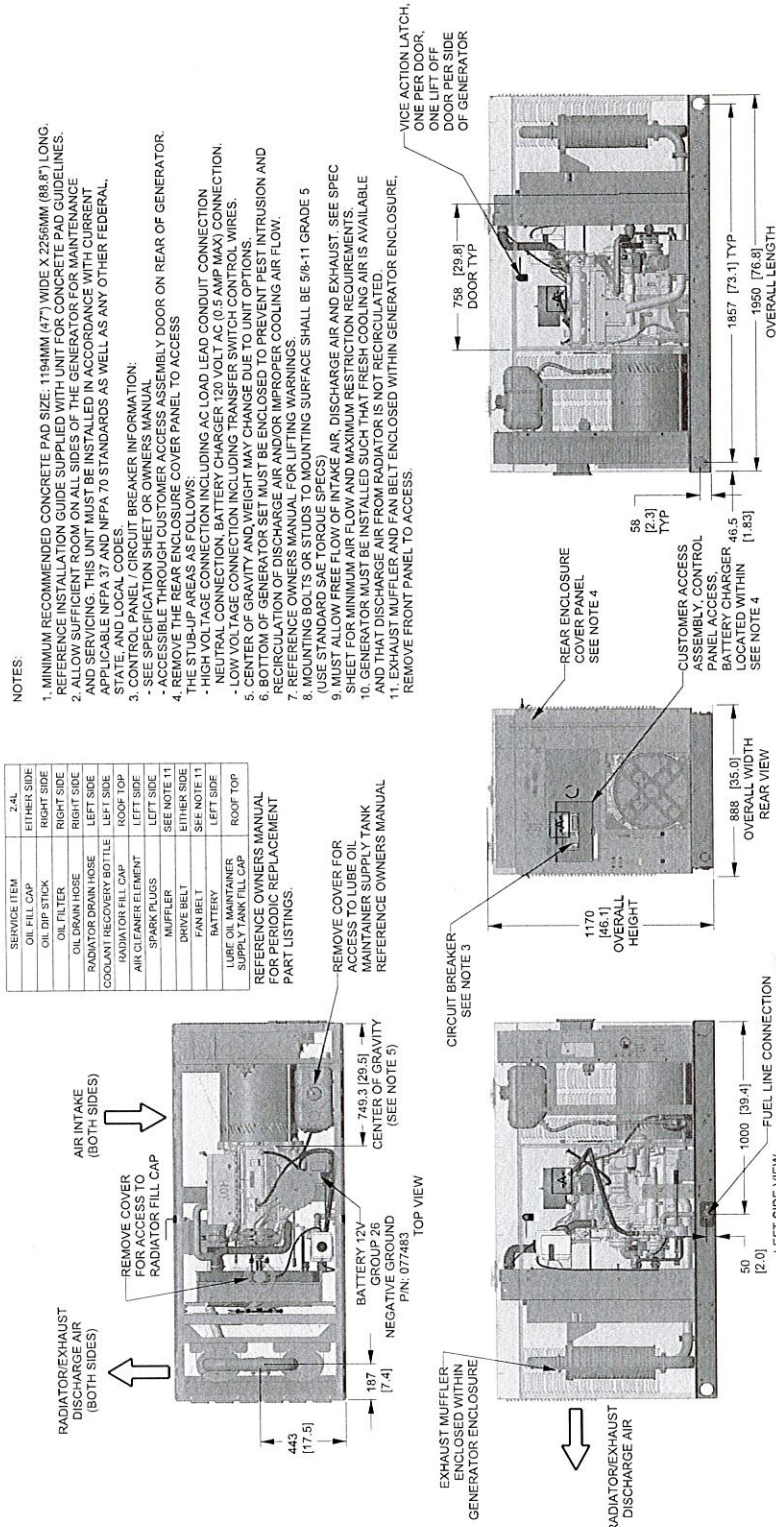
Protector® Series

7 of 11



## 36 & 45 kW

Drawing #0K8636-B (1 of 2)



SERVICE ITEM	2.4L
OIL FILL CAP	RIGHT SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	RIGHT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	LEFT SIDE
COOLANT RECOVERY BOTTLE	LEFT SIDE
RADIATOR FILL CAP	ROOF TOP
AIR CLEANER ELEMENT	LEFT SIDE
SPARK PLUGS	LEFT SIDE
DRIVE BELT	SEE NOTE 11
BATTERY	SEE NOTE 11
FAN BELT	LEFT SIDE
LUBE OIL MAINTAINER SUPPLY TANK CAP	ROOF TOP

REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS.

REMOVE COVER FOR ACCESS TO LUBE OIL MAINTAINER SUPPLY TANK. REFERENCE OWNERS MANUAL.

### NOTES:

1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1194MM (47") WIDE X 2256MM (88.8") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
3. CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
  - SEE SECTION 4.1 OF THE OWNERS MANUAL.
  - ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR.
4. REMOVE THE REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
  - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION.
  - NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
  - LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
5. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
6. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROVED COOLING AIR FLOW.
7. REFERENCE OWNERS MANUAL FOR MOUNTING STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS).
8. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
9. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
10. EXHAUST MUFFLER AND FAN BELT ENCLOSED WITHIN GENERATOR ENCLOSURE. REMOVE FRONT PANEL TO ACCESS.
11. EXHAUST MUFFLER AND FAN BELT ENCLOSED WITHIN GENERATOR ENCLOSURE. REMOVE FRONT PANEL TO ACCESS.

ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENERATOR ONLY KG [LBS]	WEIGHT SHIPPING SKID KG [LBS]	SHIPPING WEIGHT KG [LBS]
2.4L 36KW	ST	569 [1250]	44 [98]	613 [1353]
2.4L 36KW	AL	545 [1202]	44 [98]	590 [1300]
2.4L 45KW	ST	596 [1313]	44 [98]	640 [1411]
2.4L 45KW	AL	572 [1260]	44 [98]	616 [1358]

DIMENSIONS: MM [INCH]



# 36 & 45 kW

Section 4, Item D.

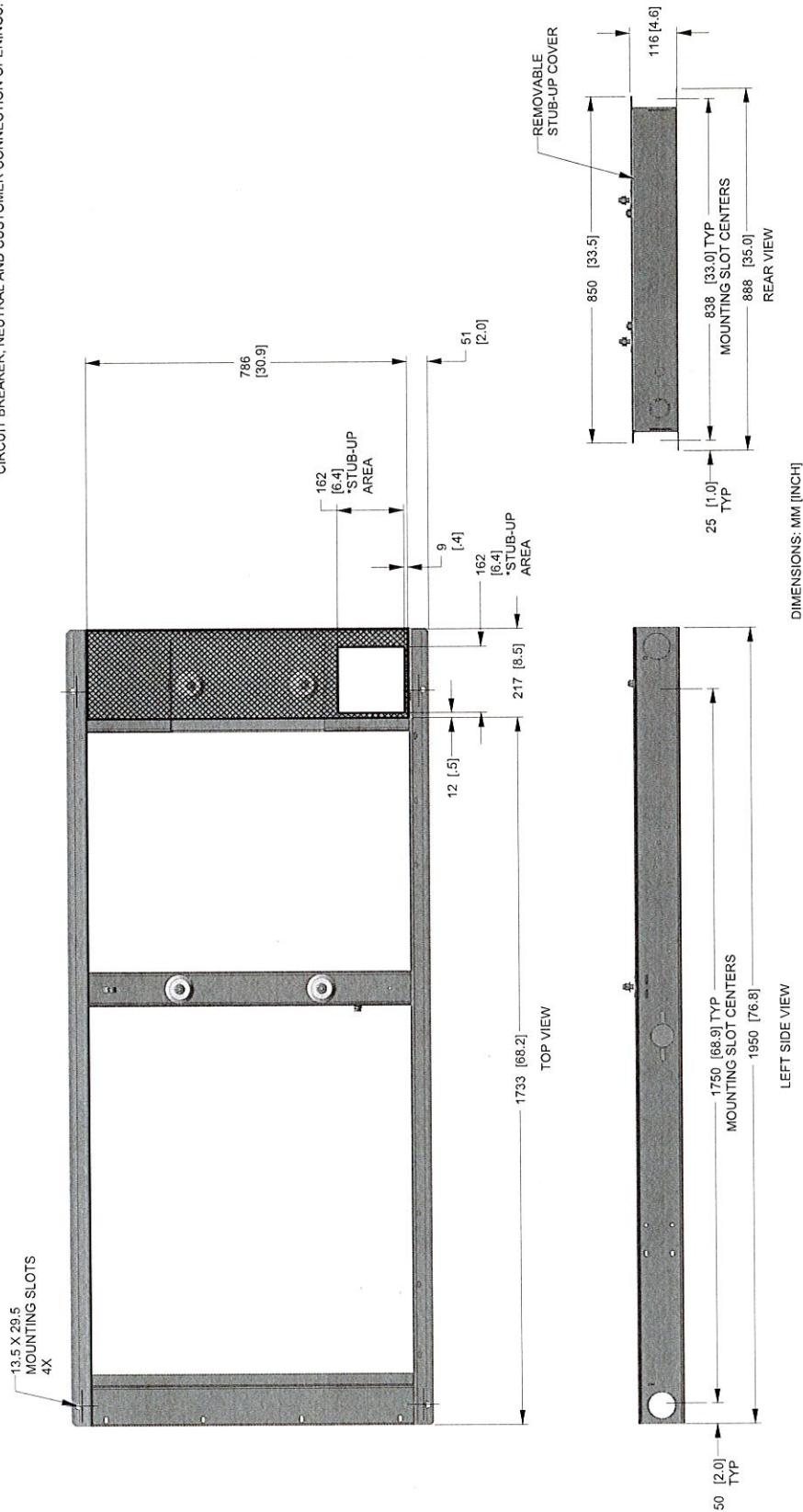
## installation layout

Drawing #0K8636-B (2 of 2)

Protector® Series

9 of 11

\*NOTE - STUB-UP AREA FOR HIGH AND LOW VOLTAGE CONNECTIONS.  
CIRCUIT BREAKER, NEUTRAL AND CUSTOMER CONNECTION OPENINGS.



## installation layout

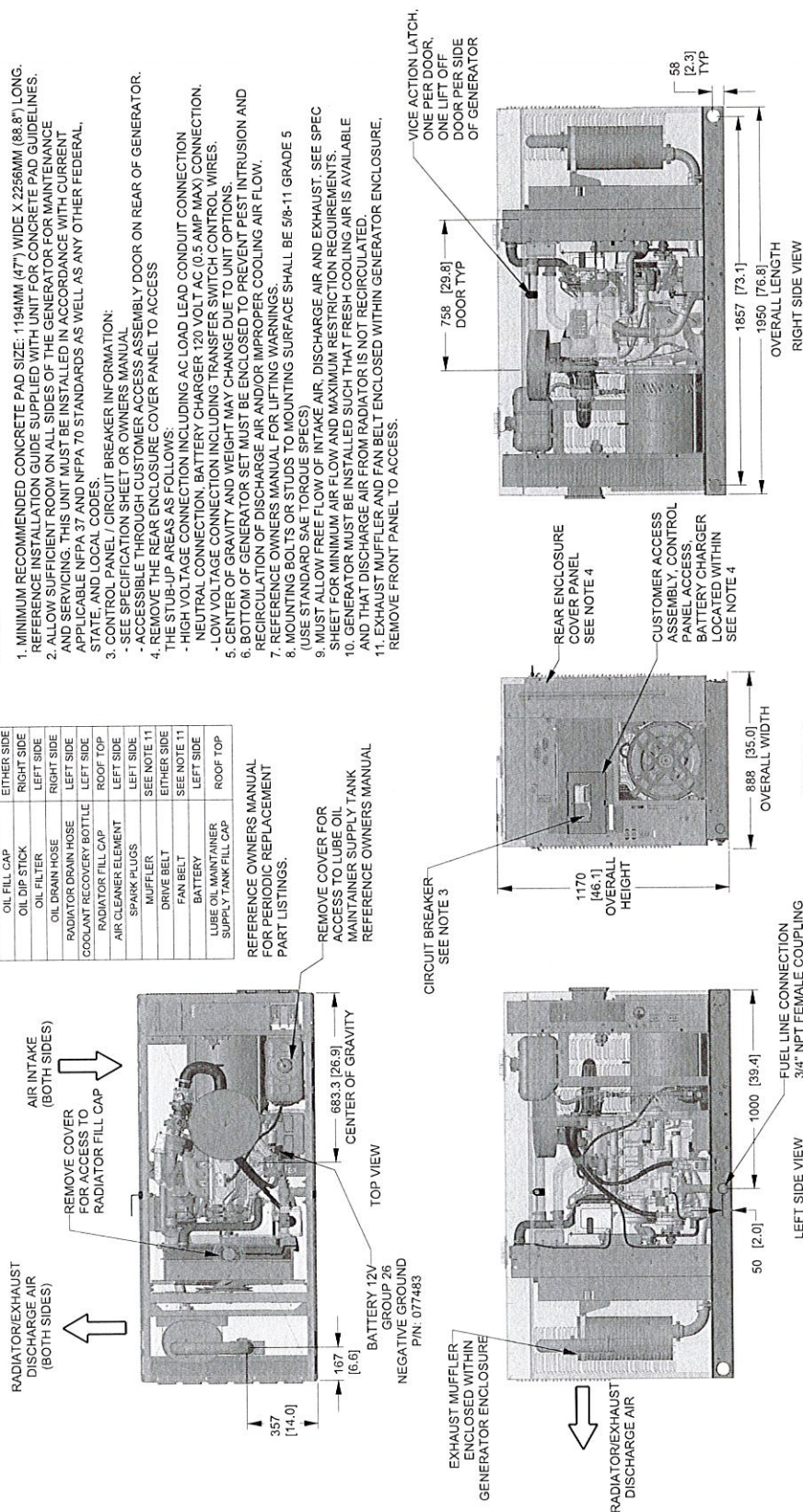
**60 kW**

Drawing #00L2090-B (1 of 2)

SERVICE ITEM	2.4L
OIL FILL CAP	ETHER SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	LEFT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	LEFT SIDE
RADIATOR RECOVERY BOTTLE	LEFT SIDE
RADIATOR FILL CAP	ROOF TOP
AIR CLEANER ELEMENT	LEFT SIDE
SPARK PLUGS	LEFT SIDE
MUFFLER	SEE NOTE 11
DRIVE BELT	ETHER SIDE
FAN BELT	SEE NOTE 11
BATTERY	LEFT SIDE
LUBE OIL MAINTAINER SUPPLY TANK FILL CAP	ROOF TOP

NOTES:

1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1194MM (47") WIDE X 2925MM (88 5/8") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 304 CODES, NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
3. CONTROL PANEL CANNOT BE BREAKER INFORMATION:
  - SEE SELECTION INFORMATION SHEET FOR OWNERS MANUAL
  - SEE SELECTION THROUGH CUSTOMER ACCESS PANEL TO ACCESS
4. REMOVE THE REAR ENCLOSURE COVER AS FOLLOWS:
  - THE "SUB-UP" AREAS AS FOLLOWS:
    - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONNECTION
    - NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
    - LOW VOLTAGE CONNECTION INCLUDING TRANSFER SWITCH CONTROL WIRES.
    - CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
  - BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
5. REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
6. MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
7. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
8. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE
9. AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.
10. EXHAUST MUFFLER AND FAN BELT ENCLOSED WITHIN GENERATOR ENCLOSURE.
11. REMOVE FRONT PANEL TO ACCESS.



WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG [LBS]	WEIGHT SHIPPING SKID KG [LBS]	SHIPPING WEIGHT KG [LBS]
2.4L 60KW	ST	582 [1263]	44 [98]	626 [1381]

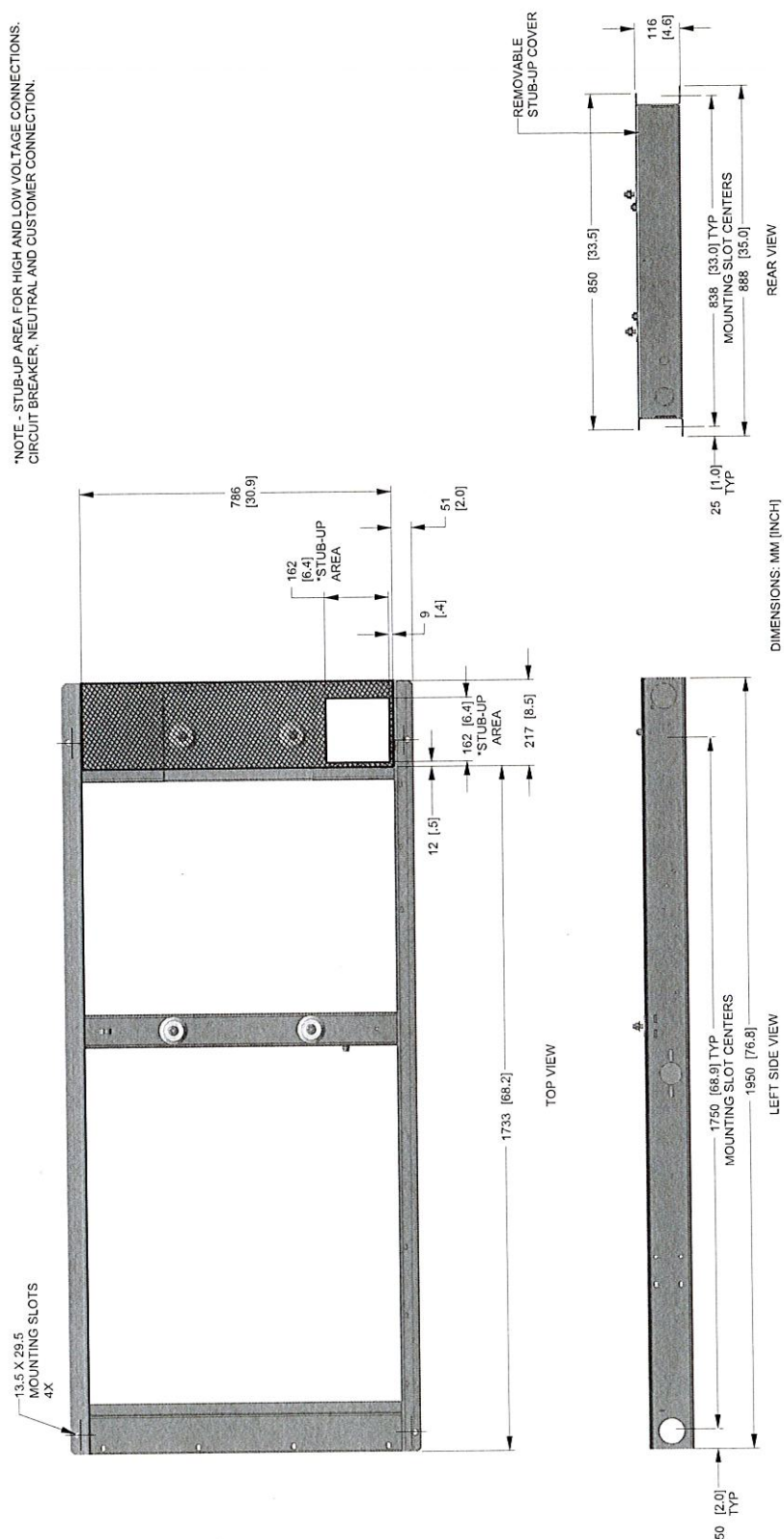
DIMENSIONS: MM [INCH]

**60 kW**

## installation layout

Drawing #0L2090-B (2 of 2)

\*NOTE - STUB-UP AREA FOR HIGH AND LOW VOLTAGE CONNECTIONS.  
CIRCUIT BREAKER, NEUTRAL AND CUSTOMER CONNECTION.





## Proposal

**DATE:** July 27, 2022

**PROJECT:** Watertown, WI  
Lift Station PLC Upgrade

**TO:** Jim Arndt

Energenecs is pleased to offer the following scope of responsibility for the Watertown's Lift Station PLC upgrade.. The existing PLC's are obsolete and need to be replaced. Below are the details of what will be included in the project.

### Lift Station Control Panels (Qty: 5)

Energenecs will provide the following for each lift station panels:

- (1) Allen Bradley 5069 CompactLogix PLC
- (1) Allen Bradley CompactLogix digital input module
- (1) Allen Bradley CompactLogix analog input module
- (1) Allen Bradley CompactLogix analog output module
- (1) Allen Bradley CompactLogix Serial module – for communications with existing radio

N. under  
5th ward  
fox creek  
Country Club  
Hinter

### Proposal Includes

- Installation of new PLC's
- Removal of existing PLC's
- All required PLC programming – monitor only
- Communication testing
- As-Built Drawings (PLC only)
- One (1) year parts & labor warranty

### Proposal Exclusions

- All control panel components other than the PLC will remain and be re-used.
- These 5 sites do not currently have a touchscreen.
- Changes to Wonderware or alarms is not included

**Price: \$39,900.00**

All applicable taxes will be added to the above price.  
Energenecs terms and conditions attached apply.



Sincerely,

Nick Crevcoure  
Sales Engineer  
Energenecs  
414-313-0051



## Terms & Conditions

### PURCHASE ORDER FORMS

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

### PRICES

All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

### ACCEPTANCE

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

### CREDIT APPROVAL

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

### FORCE MAJEURE

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

### PAYMENT

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

### WARRANTY

SELLER is a system integrator/manufacturer's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

#### CLAIM PERIODS

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

#### CHANGES, CANCELLATIONS, RETURNS

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

#### SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL  
AFTER THIRTY DAYS FROM ISSUANCE.

By:	<u>Energenecs, Inc.</u>	<u>Nick Crevcoure</u>
I accept this proposal and all terms thereof:		
Accepted:	<u></u>	
Title:	<u></u>	
Date:	<u></u>	PO #: <u></u>





2445 Westfield Dr. - Ste. 100  
 Elgin, IL 60124-7840  
 Ph: 224-629-4060 / Fax: 224-629-4061

# QUOTATION

DATE	QUOTE #
3/1/2022	DS31226

CUSTOMER
Watertown WWTP jarndt@cityofwatertown.org

SHIP TO
Watertown WWTP Attn: James Arndt 800 Hoffmann Drive Watertown, WI 53094

TERMS	FOB	SHIP VIA	EST. LEAD TIME		
Net 30	Ship Point	PPA/Bestway	See Below		
ITEM	DESCRIPTION		QTY	UNIT PRICE	AMOUNT
Parkson	Parkson Project # 650116: U-320 & U-355  U-320 UHMWPE Liner, 3/8" thick (Conveyor has 4 Liners/Qty for 2) 0005511 Delivery 1-2 Weeks		8	531.00	4,248.00
Parkson	U-355 UHMWPE Liner, 3/8" thick 0009926 Delivery 25 Weeks		34	668.00	22,712.00
<p>Please contact Debbie Sommers (ext. 521) when placing your order.</p> <p>Pricing Valid for 30 days ✓ updated on 8-29-2022 pricing is the same &amp; extended for another 30 days. This quote is still valid &amp; the same. FLW ✓</p>					
Thank you for the opportunity to provide this quote!			TOTAL \$26,960.00		

**RESOLUTION TO  
PURCHASE NEW CONVEYOR LINERS FROM DRYDON EQUIPMENT INC.  
SPONSOR: ALDERPERSON WETZEL  
FROM: PUBLIC WORKS COMMISSION**

**WHEREAS**, the Wastewater Department owns and operates a dewatering system at the wastewater treatment plant, and

**WHEREAS**, the dewatering system is a critical component of the wastewater treatment process; and

**WHEREAS**, the liners were recently found to be worn out and need replacement before damaging other parts of the sludge equipment and conveyance system, and

**WHEREAS**, the equipment make is by Parkson and Drydon Equipment Inc., is the regional representative of Parkson Equipment, and

**WHEREAS**, Drydon Equipment Inc. provided a quote which was considered reasonable by staff, and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:** that the proper City Officials be and are hereby authorized to purchase new conveyor liners from Drydon Equipment Inc. not to exceed \$26,960. Funds will come from the wastewater equipment replacement account #02-97-30-12

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 4, 2022

CITY CLERK

APPROVED October 4, 2022

MAYOR

**KAESER  
COMPRESSORS****QUOTATION**

Mr. Jim Arndt  
City of Watertown  
PO Box 477  
Watertown WI 53094-0477

Kaeser Compressors, Inc.  
1900 Pewaukee Rd Suite E  
Waukesha, WI 53188-2447  
Contact: Matt Bell  
Tel: 855-523-7373  
Fax: 888-433-4305

Reference	Customer no.	Quotation no.	Date
6100586175	377683	86640240	07/26/2022

Dear Mr. Arndt:

We are pleased to present the following proposal for your review. With Kaeser Compressors, you can be confident your organization will benefit from years of engineering expertise, premium products, and a nationwide service network. Our products reduce life cycle costs with years of reliable service, simple maintenance and high energy efficiency-making them the smart investment.

Kaeser will be providing our standard equipment and instrumentation. Kaeser's scope of supply is as shown on the quote. Items not quoted will not be provided. Kaeser must take blanket exception to any specifications provided with this RFQ.

Thank you for the opportunity to prove Kaeser Compressors offers the best product solutions for your needs, as well as the customer service you deserve.

Sincerely,

Matt Bell  
Territory Manager

I hereby represent that: I am an authorized signatory for this company; agree to the terms of this order; and by signing below I authorize Kaeser to process an order in accordance with this quotation.

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**Kaeser Compressors, Inc. P.O.Box 946 Fredericksburg, Virginia 22404 Phone (540) 898-5500  
Fax (540) 898-5520 www.kaeser.com**

A Company with Certified Quality and Environmental Management Systems ISO 9001:2015 and 14001:2015

**KAESER**  
**COMPRESSORS**
**QUOTATION**

# KAESER rotary screw compressors

## Type: SK 15 (air cooled)

### with the world-renowned SIGMA PROFILE

The **SK 15** consistently delivers precisely what users require in an energy-saving compressor: quiet and smooth operation, low maintenance requirement and high reliability. These key benefits are based on many innovative solutions, in such areas as airends with the highly efficient SIGMA PROFILE, cooling and ventilation, industrial PC controller and IE3 Premium Efficiency motor. All KAESER rotary screw compressors are subject to a comprehensive test run before leaving our factory.

**Technical specifications** (Performance parameters at **125 psig gauge working pressure**, relative to the entire system, including fans. In accordance with ISO 1217:2009 Annex C.)

Flow rate at 125 psig(g)	70.63 cfm
Power consumption of entire system at 125 psig(g)	14.4 kW
Max. gauge pressure	125 psig
Drive motor efficiency, full load	91.0 %
Drive motor efficiency class	IE3
Drive motor rated capacity	15.0 hp
Drive motor speed	3565 rpm
Drive motor protection rating	IP 55
Power supply	208/230/460V / 3 / 60Hz
Compressed air discharge temperature above ambient temperature (at +68 °F, 30% rel. humidity)	11 °F
Sound pressure level	67 dB(A)
Ambient temperature (max./min.)	115 °F / 40 °F

*Energy*  
**saving**  
 preserves the environment and resources

**KAESER**  
COMPRESSORS

QUOTATION

Specifications are subject to change without notice.

*Energy*  
**saving**

*preserves the environment and resources*



## QUOTATION

### Technical specifications - Type: SK 15

Max. available hot air	1530 cfm
Compressed air connection	1 NPT
Cooling oil charge	1.9 US gal
Compressor cooling oil type	M460
Dimensions (W x D x H)	29.500 IN x 35.250 IN x 49.625 IN
Weight	686 lb

Specifications subject to change without notice.

### Available options

Connection to control system	Not applicable
Equipped with heat recovery	
Adjustable machine mounts	No
Modulating control	No
Compressor cooling oil type	

### Product information

You'll find images and additional details in the brochure at <http://www.kaeser.com/int-en/products/rotary-screw-compressors/rotary-screw-compressors-with-fluid-cooling/with-belt-drive/>

### Project planning note:

Please note that additional compressed air treatment components may be required for your proposal. Compressed air always contains a certain amount of solid matter/dust, moisture and residual oil content (hydrocarbons in aerosol/vapor form). Depending on the application, a certain standard of treatment may be required (see ISO 8573). We will be pleased to provide further advice and information.





Type: SK 15

## Decisive advantages

### of KAESER rotary screw compressors

#### **KAESER airend with energy-saving SIGMA PROFILE**

Every KAESER airend comes with energy-saving SIGMA PROFILE rotors that are continuously flow-optimized by our engineers. This contributes significantly to the outstanding specific power performance of the overall systems. Components manufactured to the highest standards and precision aligned roller-bearings ensure long service life with maximum reliability. Single-stage compression with cooling fluid injection ensures optimal cooling while lubrication and sealing of the rotors guarantees long service life and quiet operation.

#### **Optimized design**

Kaeser rotary screw compressors are prized for their logical component arrangement, excellent accessibility and user-friendly design. For example, the left-hand enclosure panel can be removed in a few simple steps and allows excellent visibility of the system's intelligently laid out components. Needless to say, the SK series was designed to ensure the best possible access to all service points. When closed, the sound-absorbing compressor enclosure keeps operational sound levels to a minimum thereby ensuring a pleasantly quiet work environment. Moreover, with its three intake openings, the enclosure provides separate air flow for high efficiency cooling of the compressor, the drive motor, and switching cabinet. Last, but not least, the compressors are impressively compact, which makes them the perfect choice for applications where space is at a premium.

#### **Flexible KAESER belt drive**

KAESER rotary screw compressors with belt drive provide outstanding efficiency and reliability. KAESER was one of the first compressor manufacturers to introduce the V-belt drive system. The automatic tensioning device ensures continually high transmission efficiency of the belt drive in KAESER rotary screw compressors over their entire service life. This, of course, also reduces maintenance costs.

*Energy*  
**saving**  
*preserves the environment and resources*

Type: SK 15

## SIGMA CONTROL 2 compressor controller

### The control center

The industrial-duty operator interface features a clear display panel and robust keys. All relevant information can be viewed at a glance. User-friendliness is further enhanced by the logical menu structure and the ability to display data in any one of 30 selectable languages.

### Security with RFID

SIGMA CONTROL 2 provides a high level of security with its integrated RFID (Radio Frequency Identification) functionality. This technology not only ensures secure log-in for users and/or KAESER service engineers, but also safeguards the system against unauthorized changes or operation, in accordance with German operator liability provisions.

### Communication

The SIGMA CONTROL 2 communicates internally with the compressor via inputs and outputs. The Ethernet interface fitted as standard enables integration into the SIGMA NETWORK. Network connectivity permits remote monitoring: the built-in web server can display the operating panel, menu structure, operating parameters and message history anywhere and at any time.

### Updates and data storage

Software updates and operating parameters can be quickly uploaded and transferred via the convenient SD card slot. This minimizes service costs while also enabling use of the SD card for (long-term) storage of key operational data.

### "Prepared connection to process control" option

Optional (pluggable) bus communication modules (Profibus DP, Modbus TCP, Profinet, Devicenet) enable external communication with building and process control systems for remote control and remote monitoring of the compressor. Digital and analog inputs and digital outputs that can be assigned using the control unit make it possible to connect external sensors and actuators.

*Energy*  
**saving**  
*preserves the environment and resources*

**Type: SK 15**

## **SIGMA CONTROL 2**

### **Control systems**

- Modular design comprising of control unit and integrated inputs and outputs, power supply and web server.  
Designed for use with KAESER rotary screw compressor series SX - ASK.
- "Traffic-light" LEDs for at-a-glance operational status
- Fully automatic monitoring and control; Dual, Quadro, and Vario control.
- Timer for compressor functions (on, off) or external outputs
- Baseload function for operation of two compressors
- Web server with remote display of operational data; clear text display, choice of 30 languages

### **Hardware**

- Advanced processor hardware; all components designed for industrial operating conditions.
- Graphical display, LED indicators and tactile membrane keys; real-time clock, battery back-up
- Precision electronic pressure transducer

### **Control cabinet**

- Dust and water-resistant, IP 54
- Input/output modules with clearly coded bushes for the signal sensor connection cable <sup>1)</sup>
- Terminal strip for additional floating contacts <sup>1)</sup>

### **Interfaces**

- SD card slot for updates
- Adapter for communications modules <sup>1)</sup>
- USS bus for frequency converter; RFID reader, Ethernet

### **Approvals and certifications**

- CE, cULus, EMV; marine certifications GL, ABS, LRS, DNV (available only if the "Prepared connection to process control" option is selected)

*Energy*  
**saving**  
*preserves the environment and resources*

**KAESER**  
COMPRESSORS

**QUOTATION**

Note on 1): available only if the "Prepared connection to process control" option is selected.

Energy  
*saving*

*saves the environment and resources*

**KAESER**  
**COMPRESSORS**
**QUOTATION**

# PRICE SUMMARY

Item	Description	Material	QTY UM	Unit price USD	Total USD
20	<b>Rotary Screw Compressor</b> <b>SK 15 125psi SC2 TriVolt.</b> <b>US</b>	101975.01	1.000 PC	10,761.00	10,761.00
	Model	SK 15			
	Electrical connection	208/230/460V / 3 / 60Hz			
	Max. working pressure	125.0 psig			
	Connection to control center	Not applicable			
	Compressor fluid sort	SIGMA FLUID M-460			
	Wired 460V				
30	<b>Startup for Compressors</b>	USSTARTUPC	1.000 PC		
	Startup is a Kaeser technician preparing your unit for operation and reviewing proper operation and maintenance. Startup is required to initiate your warranty and does not include installation. Standard warranty: 1 year compressor package, 2 year major components. Details at <a href="http://www.kaeser.com/warranty">www.kaeser.com/warranty</a>				
	<b>36 Months Dollar Buyout</b>				
	<b>Lease Option</b>				
	Estimated monthly lease payment would be \$333.48				
<b>TOTAL PRICE</b>					<b>10,761.00</b>

**Terms of payment**

Within 30 days

Payment terms are subject to credit approval.

Govt

**Delivery(Incoterms@2020)**

FCA US Shipping Point

If prepay and add shipping is requested the freight charges will be added to the invoice.

**Quotation valid until:**

09/26/2022

**Delivery time**

1-2 weeks from order confirmation

Delivery time is subject to change without notice, please check the availability with your Territory Manager when

Energy  
**saving**  
*preserves the environment and resources*

**KAESER  
COMPRESSORS****QUOTATION**

placing an order.

**Contractual basis****Terms and conditions:**

Kaeser quotations are offered with Kaeser's standard Terms and Conditions of Sale and Use and Terms and Conditions of Service. All additional or different terms and conditions must be agreed to by written contract with Kaeser corporate office, Fredericksburg, Virginia. Any modifications made by the recipient to the information provided on this Quote will not be honored. Kaeser's Terms and Conditions are available at [www.us.kaeser.com/terms](http://www.us.kaeser.com/terms) and upon written request.

*Energy*  
**saving**  
*preserves the environment and resources*

# RESOLUTION TO PURCHASE SCREW COMPRESSOR FROM KAESER COMPRESSOR INC.

## SPONSOR: ALDERPERSON WETZEL FROM: PUBLIC WORKS COMMISSION

**WHEREAS**, the Wastewater Department owns and operates an advanced wastewater treatment process with includes primary sludge pumps as part of the treatment plant, and

**WHEREAS**, the primary sludge pumps play a critical role in transferring waste from one process to another at the wastewater treatment plant; and

**WHEREAS**, one of the screw compressors was found to be worn out and is no longer in production so needs to be replaced in order to have a back up to the other screw compressor to supply air to the primary sludge pumps, and

**WHEREAS**, the entire air system and equipment are made by Kaeser Compressor Inc. Kaeser Compressor is their own representative of the equipment, and

**WHEREAS**, Kaeser Compressor Inc. provided a quote which was considered reasonable by staff, and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:** that the proper City Officials be and are hereby authorized to purchase a new screw compressor and controls from Kaeser Compressor Inc. not to exceed \$10,761. Funds will come from the wastewater equipment replacement account #02-83-10-40

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 4, 2022

\_\_\_\_\_  
CITY CLERK

APPROVED October 4, 2022

\_\_\_\_\_  
MAYOR

# Johnson Controls planned service proposal

## Prepared for WATERTOWN, CITY OF (INC)\*

Customer  
WATERTOWN, CITY OF (INC)\*

Local Johnson Controls Office  
2400 KILGUST RD  
MONONA, WI 537134842

Agreement Start Date:  
11/01/2022

Proposal Date  
09/8/2022

Estimate No:  
1-1I4DU8WP



## Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

**With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.**



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market



# Executive summary

Planned service proposal for WATERTOWN, CITY OF (INC)\*

Dear PETE HARTZ,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 11/01/2022 and ending 10/31/2025.
- The agreement price for the first year is \$15,700.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Jeff Page - HVAC TB Customer Svc Rep  
JOHNSON CONTROLS MADISON WI  
2400 Kilgust Rd.  
Madison, WI 53713-4842  
jeffrey.page@jci.com  
Phone: 608.226.5195

The power behind your mission

# Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building’s facility performance, providing dependability, sustainability and energy efficiency. You’ll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building’s energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with “The 5 Values of Planned Maintenance” and our technicians understand how the work they perform can help you accomplish your business objectives.

## Our partnership

### Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

### A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

### Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

### Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

### The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

## Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

## Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

## Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

## Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

## Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of services and options

### Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

### Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**



Planned Service Agreement

Customer Name : WATERTOWN, CITY OF (INC)\*  
Address: 106 JONES ST WATERTOWN,WI 53094-3737  
Proposal Date: 09/08/2022  
Estimate #: 1-114DU8WP

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$15,700.00. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

WATERTOWN WASTEWATER TREATMENT PLANT  
800 HOFFMAN DR  
WATERTOWN,WI 53094

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: \_\_\_\_\_

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Jeff Page	By:
Signature:	Signature:
Title: HVAC TB Customer Service Rep      Date:	Title:      Date:
Signature:	Customer PO#:
Title:      Date:	

JCI Branch: JOHNSON CONTROLS MADISON WI CB - 0N08  
Address: 2400 KILGUST RD  
MONONA,WI 53713-4842  
Branch Phone: (866) 862-0458  
Branch Email: \_\_\_\_\_

Schedule A - Equipment List

WATERTOWN WASTEWATER TREATMENT	800 HOFFMAN DR WATERTOWN, WI 53094-6224
--------------------------------	--

Product: Block Hours - Controls

Quantity: 1	Services Provided
Coverage Level: Basic	6 Preventive Maintenance

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Metasys Equip Maint			

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1	Services Provided
Coverage Level: Basic	1 ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
SOFTWARE SUB MS-ADS05U-SCS			

# Equipment tasking

## Block Hours - Controls

Preventive Maintenance    Check with appropriate customer representative for operational deficiencies  
Perform scheduled block hour tasks  
Complete any required maintenance checklists, report observations to appropriate customer representative

## Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

ADS Site Dir Software    All work must be performed in accordance with Johnson Controls safety  
Subscription 1-year (up    policies  
to 4 engines) -    Check with appropriate customer representative for operational deficiencies  
Subscription Only    Upgrade ADS software to latest Metasys release  
Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year 1	\$15,700.00	Monthly
Year 2	\$16,175.00	Monthly
Year 3	\$16,675.00	Monthly

**TERMS AND CONDITIONS**  
**DEFINITIONS (REV 4/22)**

**DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

**1. BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

**2. PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

**3. EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

**4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.



**5. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

**B. OUT OF SCOPE SERVICES**

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at [www.johnsoncontrols.com/customerterms](http://www.johnsoncontrols.com/customerterms).

**C. EXCLUSIONS**

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
  - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
  - equipment not covered by this Agreement or attachments made to Covered Equipment;
  - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
  - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
  - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
  - issues or failures not specifically covered by this Agreement; or
  - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

**D. PAYMENT TERMS; PRICE ADJUSTMENTS**

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of

services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**E. WARRANTIES**

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI**

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
  - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
  - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
  - (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
  - (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
  - (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
  - (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
  - (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
  - (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
  - (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
  - (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
  - (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
  - (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
  - (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

#### **G. INSURANCE**

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

#### **H. INDEMNITY**

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

#### **I. LIMITATION OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.**

#### **J. FORCE MAJEURE**

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

#### **K. RESOLUTION OF DISPUTES**

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within

sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

#### L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

#### M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

#### N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

**O. JCI'S INTELLECTUAL PROPERTY**

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

**P. DIGITAL ENABLED SERVICES**

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

**Q. JCI DIGITAL SOLUTIONS**

**JCI Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**R. Privacy.**

**1. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply.

**2. JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

**S. MISCELLANEOUS PROVISIONS**

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via



the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

#### **ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

**1. Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

**2. Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

**3. Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit



caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have

no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

**7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

**CUSTOMER ACCEPTANCE**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: \_\_\_\_\_

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: \_\_\_\_\_

☐ NO: Please submit invoices via mail      ☐ NO: Please submit via \_\_\_\_\_

[END OF DOCUMENT]

# RESOLUTION TO ENTER INTO SERVICE & SUPPORT AGREEMENT WITH JOHNSON CONTROLS INC.

**SPONSOR: ALDERPERSON WETZEL  
FROM: PUBLIC WORKS COMMISSION**

**WHEREAS**, the City of Watertown Water and Wastewater Departments operate a Heating, Ventilation, and Air Conditioning (HVAC) system that is controlled with a virtual machine (computer software linked in the cloud) as part of the process to control for the indoor environment in all the buildings on at the 800 Hoffmann Drive complex (10 buildings) for the City of Watertown; and

**WHEREAS**, the service contract with Johnson Controls was first incorporated in 2011, and recently upgraded in 2021 and Johnson Controls has done a great job providing service and support since inception in 2011; and

**WHEREAS**, Johnson Controls has provided an extended the service contract for the next three (3) years commencing in November 2022 and expiring October 31, 2025; and

**WHEREAS**, sufficient funds are in the 2022 budget and will be included for 2023, 2024, and 2025 for this service and support contract work in account #02-85-00-20; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:** that the proper City Officials be and are hereby authorized to enter into an agreement with Johnson Controls Inc. of Monona, Wisconsin for \$15,700 in year 1, \$16,175 in year 2, and \$ 16,665 in year 3 which totals \$48,550 to be paid in monthly installments over the duration of the agreement.

	YES	NO
DAVIS		
LAMPE		
RUETTEN		
BARTZ		
LICHT		
SMITH		
SCHMID		
WETZEL		
ROMLEIN		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 4, 2022

CITY CLERK

APPROVED October 4, 2022

MAYOR

Jaynellen J. Holloway, P.E.  
920.262.4050

Andrew Beyer, P.E.  
920.262.4052

Maureen McBroom, ENV SP  
920.206.4264

Ritchie M. Piltz, CSI  
920.262.4034

Administrative Assistant  
Wanda Fredrick 920.262.4060

## MEMO

TO: Chairperson Wetzel and Commission Members  
FROM: Andrew Beyer, P.E.  
DATE: September 22, 2022  
RE: Public Works Commission Meeting of September 27, 2022

---

Agenda Item:

Review and take possible action: Development of Water Quality Trading Program to meet Total Maximum Daily Load (TMDL) Pollutant Reduction Requirements of MS4 Permit

### BACKGROUND:

Review and take possible action: Development of Water Quality Trading Program to meet Total Maximum Daily Load (TMDL) Pollutant Reduction Requirements of MS4 Permit

The Wisconsin Department of Natural Resources (WDNR) released the Rock River Basin Total Maximum Daily Load study in September 2011. In 2014, it was determined that it would be cost-prohibitive to meet the TMDL requirements as found in the MS4 Permit through traditional stormwater treatment Best Management Practices (BMPs). In the 2014 Water Quality Master Plan, it was estimated that spending \$13 million on traditional stormwater treatment BMPs would not get the City close to meeting MS4 permit TMDL reduction requirements. City staff, consultants and elected officials continued to evaluate alternatives to meet the TMDL requirements of the MS4 Permit over the next few years and determined that a water quality trading program was the best, most cost-effective option.

The City reported the choice of the water quality trading option to WDNR in 2017, per the MS4 Permit requirements. City staff have and will continue to maximize the stormwater pollutant reductions available through traditional BMPs and new technologies inside City limits. However, a portion of the pollution reductions that are required will need to occur through the long-term installation of nonpoint source practices in the surrounding watershed in order to meet the City's MS4 Permit requirements in a cost-effective manner.

City staff are working with Jefferson County Conservation Department and the Rock River Coalition to develop a water quality trading water quality trading project, including a formal partnership with these entities, funding and implementation structure.

The Engineering Division and Storm Water Utility are seeking approval to continue working with partners to develop a water quality trading program. Pending approval, an intergovernmental agreement will be brought before the Public Works Commission and the Common Council at a later date.