A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

D) CITIZEN COMMENTS
   All comments are limited to a maximum of three minutes for each speaker. In accordance with the Open Meetings Act, City Council members may not discuss or take action on any item that is not on the Agenda.

E) CONSENT AGENDA
   These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.
   1. Approval of Minutes
      a. Regular Meeting – November 7, 2016
      b. Special Meeting – November 14, 2016
   2. Appropriation Ordinance
      a. Ordinance #1088

F) ITEMS OF BUSINESS
   1. Hearing on Junked Motor Vehicles
   2. Junked Motor Vehicle Abatement Resolutions
   3. Position Classification and Pay Plan Resolution
   4. Blue Cross Health Insurance Renewal 2017
   5. COLA Discussion
   6. Transformer – LTC testing results

G) CITY ATTORNEY’S REPORT

H) CITY ADMINISTRATOR’S REPORT

I) GOVERNING BODY COMMENTS

J) ADJOURNMENT

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NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 5:30 and 6:00 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

To be placed on future agendas please contact City Administrator Kyler Ludwig at administrator@greensburgsks.org or call City Offices at 620-723-2751.
A) CALL TO ORDER
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on November 7, 2016.

B) PLEDGE OF ALLEGIANCE AND INVOCATION
The Pledge of Allegiance was said and the invocation given by Pastor Terry Mayhew.

C) ROLL CALL & APPROVAL OF THE AGENDA
Council present: Matt Christenson, Mark Trummel, Rick Schaeffer, and Sandra Jungemann. Haley Kern was absent. City Administrator Kyler Ludwig stated that Mr. M.T. Liggett was unable to attend tonight’s meeting. He asked that Business Item F1 be removed from the agenda. Christenson made a motion to approve the agenda with one deletion. Trummel seconded. The motion passed 4-0.

D) CITIZEN COMMENTS
Marsha Unruh voiced her concerns that the side street intersections of Main Street are unsafe due to the vegetation in the bump-outs. She asked that the bump-outs be removed from the streetscape.

E) CONSENT AGENDA
Jungemann made a motion, seconded by Schaffer, to approve the Consent Agenda as presented. The motion passed 4-0.

F) ITEMS OF BUSINESS
1. Lineman Pay Scale
Staff has been working with the Department of Commerce (DOC) to establish a lineman certification program. The DOC provides various apprenticeship programs to assist cities in filling positions internally/locally that would otherwise be difficult for them to fill. Staff has been notified that the City’s current pay scale for the lineman position is not adequate for the certification program. The application has been tabled, allowing Council to consider a change to their pay plan. The DOC reports that, based on other small cities, the lineman should start at $16.50-$25.00/hour. Ludwig requested Council consider moving the lineman position from a grade 6 to a grade 10 in the current pay plan. Ludwig noted that grade 10 is still significantly lower than the average salary of a lineman. An employee would only be guaranteed a grade 10 status if they became certified.

Trummel confirmed with Ludwig that the current pay scale has negatively affected the City’s attempts to hire a lineman. Ludwig stated that, for example, Weststar has a significantly higher starting pay than the City’s range allows. DOC considers the current pay grade to not be a livable wage.

Christenson stated that the point of having a pay plan was to ensure that compensation matches the job description. Ludwig stated that DOC is willing to make a motion on the City’s application via email, should Council decide to change their pay plan.
Schaffer asked for clarification on what the certification program would entail. Ludwig explained that the state allows in-house logged hours. An apprentice must log 8,000 on the job hours to be considered for certification. The process also requires training that supplements the instruction an employee would receive if they went through a college based certification program. The employee would also have to pass a lineman test.

Christenson made a motion to move the lineman job description from a grade 6 to a grade 10 in the City’s Position Classification and Pay Plan. Schaffer seconded the motion and it passed 4-0.

2. Review Special Council Retreat
Ludwig presented a scheduled outline for the Special Council meeting being planned for November 14th. Ludwig voiced concern over the number of topics to be discussed in the planned amount of time and recommended Council focus on Economic Development. Acknowledging the importance of the other topics listed, he suggested discussing them in a regular Council meeting. Ludwig requested direction on the meeting schedule. During a brief discussion, Council voiced that they would prefer to not rush through topics. The consensus was to make Economic Development the focal point of the Special meeting. Should there be time, additional topics can be discussed that evening, during a regular Council meeting, or by calling a second Special Meeting at another date.

Dixson presented Council with a call for a Special Meeting and requested a motion. Trummel made a motion to hold a Special Council Meeting Monday, November 14, 2016 at 5:30 p.m. in the conference room of the SunChips Business Incubator for goal setting and strategic planning. Jungemann seconded the motion. The motion passed 4-0.

3. Public Arts Project
Judy Kirk, chair of the Public Arts Committee, provided Council with a draft site plan for the development of an art park on the former City Hall property (239 S. Main). Previously, the Committee had presented the idea of placing a cylinder sculpture on the City Hall property, a kinetic sculpture on the pavers across the street from the current City Hall, and a third art piece in the grass area next to the Incubator. (See the 07/05/2016 Council Minutes) The current proposal places all three pieces of art on the former City Hall property, creating a park atmosphere. The Committee envisions the placement of benches and vegetation (bushes, etc) on the property, as well as creating a place for kids to play. Kirk requested permission to place the cylinder and kinetic sculptures on the property and for the City to place a sidewalk from the partial sidewalk on the property’s south side to the alley, as well as the planting of grass at a later time. She asked how often Council would like the committee to report to them. The Committee has raised $10,995 so far. They have initiated a campaign for bricks and are seeking additional financial contributions.

Christenson asked Ludwig if the budget could possibly afford installation of a sidewalk this year, or if it would best be looked at in the next budget year. Ludwig clarified that there is some room within the current budget. Should Staff feel that waiting until spring would be more beneficial, funds can be encumbered for next spring. Trummel voiced that hiring the job out may be a necessity based on current park staffing. Trummel then asked that the committee keep the Council up to date on their plans and progress.
Christenson made a motion to approve the proposed site plan for the art work and for the necessary concrete work to proceed. Trummel seconded the motion. The motion passed 4-0.

G) CITY ATTORNEY’S REPORT
There was no additional report from the City Attorney.

H) CITY ADMINISTRATOR’S REPORT
Health Insurance: As estimated during the 2017 budgeting process, the City’s bid for insurance for 2017 is roughly a 15% increase from the 2016 rate. Staff will present the bid at the November 21st meeting.

Special Council Meeting: Ludwig reminded Council that the Special Meeting on November 14th will go until 8:00 p.m. Sandwiches will be provided.

Voting: All present were encouraged to vote in tomorrow’s election and to remind their friends and neighbors. Voting will be from 7 a.m.-7 p.m. at the Community Building.

Junked Motor Vehicles: Staff has received one request for a hearing regarding junked motor vehicles. The hearing is scheduled for November 21st. Resolutions will also be prepared for other properties that have been notified.

Asian Kitchen: Bankruptcy has been filed by owners of Asian Kitchen, which includes the City and Economic Development. Ludwig will be working with City Attorney Gordon Stull.

Boards and Committees: The City has positions to fill or reappoint on the Public Housing, Economic Development, and Tourism Boards. If Council is aware of someone who may be interested, they are asked to notify staff.

Christmas Light Parade: The Power-up organization has taken on the responsibility for the Christmas Light Parade. Those present were asked to encourage local businesses to contact a Power-Up member if they are interested in participating on December 4th.

I) GOVERNING BODY COMMENTS
There were no additional comments from the Governing Body.

J) ADJOURNMENT
With no additional business to come before the Council, Dixson declared the meeting adjourned at 6:32 p.m.

_________________________________   ________________________________
Robert A. Dixson, Mayor     Christy Pyatt, City Clerk
Greensburg City Council
November 14, 2016
City Hall

A) CALL TO ORDER
Mayor Robert Dixson called the meeting to order at 5:30 p.m. on November 14, 2016.
Council present: Matt Christenson, Mark Trummel, Rick Schaeffer, Haley Kern, and Sandra Jungemmann.

B) ITEMS OF BUSINESS
1. Economic Development
The Governing Body discussed economic development within the City of Greensburg.

C) ADJOURNMENT
Dixson declared the meeting adjourned at 7:45 p.m.

___________________________________   ________________________________
Robert A. Dixson, Mayor                  Christy Pyatt, City Clerk
10 Year Vision for Greensburg
- Residential development growing and nearing 1,400
- 1-2 businesses in the industrial park
- Commercial corridor is filling (main street, highway, etc.)
- No more blighted properties- signs of the tornado are gone.
- School classes are growing, moving towards 2A
- High speed telecommunications network
- Continues to be a destination place- recognizable brand
- Fewer vacancies, and more infill
- More members of the community involved- younger generation
- Community pride, and residents vested in Greensburg

Land Bank
Purpose: Take care of blighted properties and encourage residential and commercial development.
Success: Properties are moving out of the land bank for development and taxable use.
Goals: 1 year- One residential property in the process of development; work with the county on a tax sale, set a cap on the number of properties allowed in the bank.

Other discussion:
- Put signs on the properties advertising they are in the land bank.
- Provide a map that is up to date to the governing body
- Work with local employers to educate them on the land bank
- Send letters to blighted properties about how to donate to the land bank
- Create a promotional video
- Advertise in the newspaper (every 6 months)
- Use City’s newsletter to provide information about the land bank

Industrial Park
Purpose: Place for small businesses to build (4-10 employees). Seen as a tool to help increase the local population.
Success: At least 2 businesses (total of 10-20 jobs).
Goals: 1 year- A couple business prospects interested in development. Moving forward with a City financed building after one year.
5 years- 2 businesses (total of 10-20 jobs).

Other discussion:
- Want to know how much money we would need to recoup if we sell parcels in the industrial park. What was the total grant for the property? How long are we subject to USDA terms?
- Want to provide businesses with different options: City built and leased building, long-term property lease (20 years renewable for 70 years), and purchase property.
- Open to all types of development i.e. Truck stops.
- Want to build a spec building (decoy duck). Talk about putting in concrete after facility is built to fit the needs of the business. Need to get a good idea of what size is best.
- Talk about putting the construction of a building on a ballot measure or use a sales tax to finance.
- Need to work better with financers like Great Plains who are dealing with those interested in starting a business.
- Need a better relationship with current business, because they are the salesmen of our community.
Airport
Purpose: Location to land fixed wing plains for air-med services, agriculture businesses, and hobbyists. Interested Groups: Hospital, Hospital Foundation, EMS, agricultural industry, hunters, Kiowa County

Other discussion:
- Want to sell properties not lease
- Interested in users fees for financing long term
- Interested in a 90/10 KDOT grant
- Interested in federal financing – long term 10 year process
- Feel the industrial park is a higher priority than the airport

Local Partnerships/Relationships
Partners: Chamber?, Kiowa County, surrounding cities, local non-profits, agricultural community, Kiowa County Economic Development Board.

Other discussion:
- Need to have a go-to person for economic development to link these partnerships.
- Possible City Staff position, or City Administrator

Conclusions – Major Take Aways
- We need better messaging and communications
  - i.e. Advertising the land bank
- Need to stay focused
  - i.e. Focus on the industrial park over the airport
- The City needs to stay “dateable”
  - See investment in infrastructure as an investment
  - Look into high-speed/fiber telecommunication network
### Appropriation Ord. 1088

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Background:
On September 19\textsuperscript{th} the City Council reviewed the policies on junked motor vehicles. The consensus of the Governing Body was that the current policies are appropriate. One of the properties found in violation of this code is at 903 N Sycamore. The property owner, Arrow Zanghi was sent a letter, called, and then sent a formal notice. Arrow requested a public hearing before the council; staff has called and left messages for Mr. Zanghi notifying him of our intent to hold a hearing today.

Analysis:
If Mr. Zanghi is not present staff would recommend tabling the hearing until additional contact can be made.

Photos have been provided of Mr. Zanghi’s properties from 9-20-16 and 10-24-16. Both photos show junked motor vehicles on the property at 903 N. Sycamore.

Current zoning codes and the City Codes prohibit Mr. Zanghi to store junked motor vehicles on his property.

Recommendations/Actions: It is recommended the City Council:

Conduct a hearing for Mr. Zanghi in regards to the order of violation for junked motor vehicles.

Following the hearing the findings will need to be presented in the form of a resolution.
TO: Mayor and City Council  
SUBJECT: Junked Motor Vehicles Resolutions  
INITIATED BY: City Administrator

Background:
On September 19th the City Council reviewed the policies on junked motor vehicles. The consensus of the Governing Body was that the current policies are appropriate. Two of the properties that have received an order of violation for junked motor vehicles have failed to comply.

Analysis:
The proposed resolutions authorize City Staff to abate the junked motor vehicles found at 507 S. Grove, and at 903 N. Sycamore. The costs of towing and storage of vehicles will be charged to the vehicles owner. Staff received a quote for this service at ($50 pick-up and $25/day storage).

Approval of the resolutions will allow for the City to abate the violations found after 10 days.

Recommendations/Actions: It is recommended the City Council:

Approve the resolutions authorizing staff to abate the junked motor vehicle violations at 507 S. Grove and at 903 N. Sycamore.
RESOLUTION NO. _____________

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GREENSBURG.

WHEREAS, the governing body of the City of Greensburg, Kansas, is charged with the responsibility of enforcing Chapter VIII, Article 4 of the City Code; and

WHEREAS, Chapter VIII, Article 4 of the City Code provides the City with the authority to require or cause the abatement or removal of motor vehicle nuisances from the property; and

WHEREAS, the Public Officer has determined an unsightly and hazardous condition exists on HOPKINS ADDITION (GREENSBURG), BLOCK 02, LOT 7-10, more commonly known as 507 S GROVE, Greensburg, KS 67054; and

WHEREAS, the property owner was served an Order of Violation from the City and failed to alleviate the condition or to request a hearing as provided in Code Section 8-407; and

WHEREAS, under Code Section 8-410 it is the right of the governing body in such circumstances to adopt a resolution authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution; and

WHEREAS, under Code Section 8-413 it is the right of the governing body to assess the costs incurred by the city in such abatement against the lot or parcel of ground on which the nuisance is located.

NOW, THEREFORE BE IT RESOLVED by the governing body that the City abate the violations found to be existing on the above described property at the end of 10 days after passage of this resolution.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be served upon the person in violation in accordance with Code Section 8-410.

This Resolution is approved and adopted this 21st day of November, 2016.

_______________________________
ROBERT A. DIXSON, Mayor

ATTEST:

_______________________________
CHRISTY PYATT, City Clerk
RESOLUTION NO. _____________

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GREENSBURG.

WHEREAS, the governing body of the City of Greensburg, Kansas, is charged with the responsibility of enforcing Chapter VIII, Article 4 of the City Code; and

WHEREAS, Chapter VIII, Article 4 of the City Code provides the City with the authority to require or cause the abatement or removal of motor vehicle nuisances from the property; and

WHEREAS, the Public Officer has determined an unsightly and hazardous condition exists on CO CLERK REPLAT LAKESIDE ADDN, ALL BLK 4 & LOTS 1-6 & N 12 LOT 12 BLK 13, more commonly known as 903 N SYCAMORE ST, Greensburg, KS 67054; and

WHEREAS, the property owner was served an Order of Violation from the City and failed to alleviate the condition or to request a hearing as provided in Code Section 8-407; and

WHEREAS, under Code Section 8-410 it is the right of the governing body in such circumstances to adopt a resolution authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution; and

WHEREAS, under Code Section 8-413 it is the right of the governing body to assess the costs incurred by the city in such abatement against the lot or parcel of ground on which the nuisance is located.

NOW, THEREFORE BE IT RESOLVED by the governing body that the City abate the violations found to be existing on the above described property at the end of 10 days after passage of this resolution.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be served upon the person in violation in accordance with Code Section 8-410.

This Resolution is approved and adopted this 21st day of November, 2016.

_______________________________
ROBERT A. DIXSON, Mayor

ATTEST:

_______________________________
CHRISTY PYATT, City Clerk
TO: Mayor and City Council  
SUBJECT: Lineman Pay Resolution  
INITIATED BY: City Administrator 

**Background:**  
A motion was approved at the November 7th meeting to change the lineman pay rate. A resolution has been prepared to formalize the change in the Position Classification and Pay Plan.  

The Department of Commerce has approved the City of Greensburg for an Lineman Apprentice Program. Staff is working to complete the necessary paperwork for this program.  

**Recommendations/Actions:** It is recommended the City Council:  
Approve the proposed resolution amending the Position Classification and Pay Plan.
City of Greensburg
Resolution 2016-05

A RESOLUTION AMENDING THE POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF GREENSBURG, KANSAS AND RESCINDING THE PREVIOUSLY ADOPTED POSITION CLASSIFICATION AND PAY PLAN ADOPTED BY THE GREENSBURG CITY COUNCIL.

WHEREAS, Kansas Statutes provide that a city may exercise the powers of home rule to determine local affairs, and the City of Greensburg, Kansas is a City of the Third Class as defined by Kansas Statute; and

WHEREAS, the City of Greensburg has by the adoption of Charter Ordinance no. 13, exempted the City of Greensburg from the provisions of K.A.S. 15-204 in order to define the management responsibilities of the City Administrator; and

WHEREAS, the City of Greensburg has established a pay plan, position descriptions and personnel policies for all City of Greensburg employees in the form of a Position Classification and Pay Plan document and a Personnel Policy Handbook to establish an equitable pay system based upon merit performance to be administered by the City Administrator:

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREENSBURG, KANSAS that the following amendments be made to the adopted Position Classification Pay Plan:

- The Salary Grade for the position of Electrical Lineman be amended to Grade 10.
- The Pay Tables be amended to reflect the change in salary grade.
- Rescind the previously adopted Position Classification and Pay Plan.

BE IT FURTHER RESOLVED that amendments to the City of Greensburg Position Classification and Pay Plan are hereby adopted effective immediately.

Passed and adopted this 21st day of November 2016.

________________________________________
Robert A. Dixson, Mayor

________________________
Christy Pyatt,
City Clerk
TO: Mayor and City Council
SUBJECT: BCBS Renewal
INITIATED BY: City Administrator

Background:
The City of Greensburg has used Blue Cross Blue Shield of Kansas as our health insurance provider since 2014. The City currently offers the “BlueCare Premier SG Choice” package for employees and family members. The City pays 80% of the health insurance costs.

Analysis:
Blue Cross Blue Shield of Kansas has provided a quote for continued coverage at $5,480.21 per month. The 2017 coverage will be a 15% increase over the previous year’s premium (2016 was a 7.75% increase). It is estimated that the City will spend $65,000 in 2017 for insurance benefits (including health and dental). All funds have sufficient budgets allocated for insurance in 2017.

4-5% of the increase is due to the increase in ages of those covered, and the remaining 10% is a result of increased use within the pool.

In 2016 the out-of-pocket maximum increased from $2,800 per person / $5,600 family to $3,500 per person / $7,000 family. This year the out-of-pocket maximum has increased from $3,500 per person / $7,000 family to $4,500 per person / $9,000 family.

C.V.S. pharmacies are no longer covered under Blue Cross insurance. Pediatric dental checkups will no longer require a deductible.

Financial:
The City has adequately budgeted for the increases in Health Insurance.

Recommendations/Actions: It is recommended the City Council:
Approve Blue Cross Blue Shield of Kansas as the City’s Health Insurance provider.

Attachments: Exhibit A: BCBS Flyers, Exhibit B: Budget Analysis
## 2017 City of Greensburg Insurance Projections

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<td><strong>General</strong></td>
<td><strong>In-Network</strong></td>
<td><strong>Out-of-Network</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------</td>
<td>-------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deductible</td>
<td>$1,500 per person / $3,000 family</td>
<td>$4,500 per person / $9,000 family</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coinsurance (percentage paid by member)</td>
<td>20%</td>
<td>50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coinsurance maximum</td>
<td>Same as the annual out-of-pocket max</td>
<td>$4,500 per person / $9,000 family</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual out-of-pocket maximum</td>
<td>$4,500 per person / $9,000 family</td>
<td>$9,000 per person / $18,000 family</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Doctor's office visits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home and office visits - Primary</td>
<td>$25 copay for 5 visits, then subject to deductible and 20%coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home and office visits - Specialists</td>
<td>$50 copay then 100%</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive care</td>
<td>$0 – Preventive is without cost share</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Prescription drug coverage</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription drugs</td>
<td>$15 generic / $50 brand / $75 non-formulary / $150 specialty; 20% coinsurance up to $250 max for specialty non-formulary</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mail order drugs</td>
<td>$3750 generic / $125 brand / $18750 non-formulary / $3750 compound (3 month supply) Specialty drugs are not covered</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Medical services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency medical transportation</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 20% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient surgery physician/surgical</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient facility fee</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient surgery physician/surgical</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient lab and radiology</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advanced imaging (CT/PET scans, MRIs)</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$300 copay then subject to deductible and 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dental and Vision</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric dental (for ages 0-19)</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pediatric vision (for ages 0-19)</td>
<td>Eye exams subject to office visit – specialist benefits, all other services deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Recovery/Special Needs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient rehabilitation</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient habilitation</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospice</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home health care</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Mental Illness/Substance Use Disorders</strong></td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental illness/substance use disorders – inpatient services</td>
<td>Deductible then 20% coinsurance</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requires pre-admission certification from New Directions Behavioral Health at 1-800-950-5908</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental illness/substance use disorders – outpatient services</td>
<td>$25 copay per visit</td>
<td>Deductible then 50% coinsurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lifetime maximum</td>
<td>Unlimited for each covered person</td>
<td>Unlimited for each covered person</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eligible dependents</td>
<td>Covered to age 26</td>
<td>Covered to age 26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HSA compliant</td>
<td>No</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2017 Plan Year
Blue Cross and Blue Shield of Kansas

The largest provider network in Kansas
Across the state, we've got you covered. And it's not just in Kansas. Your membership card allows you to take your benefits across the country and around the world.

Getting the most out of your health care dollars
Our dominant network size provides members access to discounted fees with all participating doctors and hospitals – and that means savings for you. These discounted fees are automatically accepted by contracting providers as payment-in-full.

Long-standing commitment to Kansas and Kansans
We've built a company serving generations of Kansans. It's why we're motivated to providing peace of mind and a better quality of life to our members.

In Kansas, these are the impressive numbers:

99% of doctors covered
100% of hospitals covered

Blue Cross and Blue Shield of Kansas serves all counties in Kansas except Johnson and Wyandotte.

Exclusions
Following is a list of common non-covered services. For a complete list of limitations and exclusions, refer to your contract.

Duplicate benefits provided under federal, state or local laws, regulations or programs except Medicaid; services involving cosmetic or reconstructive surgery (except as stated in the contract); charges for personal items; convalescent or custodial care or rest care; all keratotomy procedures; blood or payments to donors of blood; any service or supply related to the medical management of obesity, except services covered as preventive health benefits; services related to the reversal of sterilization procedures; any medically-aided insemination procedure; charges for services by immediate relatives or by members of the household; acupuncture and admission for acupuncture; medically unnecessary services and admissions; services covered and payable under any medical expense payment provision of any automobile insurance policy; mental illness or substance use disorder services provided by a non-eligible provider; services, supplies or treatments not specifically listed as covered in the member's contract.

Drug coverage limitation: Generic drugs are mandatory if available unless physician prescribes a brand drug.

Specialty drug coverage: In-network benefits are applied when specialty drugs are obtained from Prime Specialty Pharmacy.

This brochure provides a brief description of some important features and exclusions of this benefit program. It is not a legal document. The contract sets forth in detail the rights and obligations of both you and Blue Cross and Blue Shield of Kansas.
TO: Mayor and City Council
SUBJECT: COLA
INITIATED BY: City Administrator

---

**Background:**
In January of 2012 the City gave employees a $1.00 cost of living increase in their pay. No COLA increase has been awarded since.

**Analysis:**
Since the last COLA increase in 2012 the estimated rate of inflation is more than 5%. Staff over the past 10 years have only seen two COLA increases (2012 -$1.00 and an undocumented 2% COLA raise between 2007 and 2011).

This discussion is to determine what information the Governing Body would like to see before they would feel comfortable making a decision on employee COLAs.

**Recommendations/Actions:** It is recommended the City Council:
Discuss what information they would like staff to put together regarding a City COLA.

**Attachments:** Exhibit A: Greensburg COLA History.
<table>
<thead>
<tr>
<th>Year</th>
<th>Greensburg</th>
<th>FERS Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>None</td>
<td>0.3</td>
</tr>
<tr>
<td>2016</td>
<td>None</td>
<td>0</td>
</tr>
<tr>
<td>2015</td>
<td>None</td>
<td>1.7</td>
</tr>
<tr>
<td>2014</td>
<td>None</td>
<td>1.5</td>
</tr>
<tr>
<td>2013</td>
<td>None</td>
<td>1.7</td>
</tr>
<tr>
<td>2012</td>
<td>$1.00</td>
<td>2.6</td>
</tr>
<tr>
<td>2011</td>
<td>None</td>
<td>0</td>
</tr>
<tr>
<td>2010</td>
<td>(Possible 2%, but no clear documentation)</td>
<td>0</td>
</tr>
<tr>
<td>2009</td>
<td>None</td>
<td>4.8</td>
</tr>
<tr>
<td>2008</td>
<td>None</td>
<td>2</td>
</tr>
<tr>
<td>2007</td>
<td>None</td>
<td>2.3</td>
</tr>
</tbody>
</table>
TO: Mayor and City Council
SUBJECT: Transformer- LTC Testing
INITIATED BY: City Administrator

Background:
The City has annual testing on our Transformer and LTC unit through SDMyers. The testing this year shows an increase in large particles found in the LTC unit. This could be an indication that the system has some major flaws or leak that needs to be fixed.

Analysis:
SDMyers has provided a quote to filter and replace the oil while inspecting the unit. This will take our entire City off electricity for approximately 12 hours. The quote does not include replacing any parts or repairs and is for $11,850. This price may go up if additional services are requested (ie repairs, overtime, after hours, etc.). If a flaw is found within the system parts will need to be ordered before the transformer can be put back online. SDMyer said that we could look into purchasing a $40-60,000 kit for repairs which may help speed up their process, but there would be a restocking fee for all unused parts.
Staff is recommending that we look into another company to take a sample and provide a quote for service.
Staff is also seeking a quote from Southern Pioneer for a mobile transformer to help minimize the impact of the repairs.

Recommendations/Actions: It is recommended the City Council:
Receive and file the staff report.

Attachments: Exhibit A: LTC Test results, Exhibit B: Quote from SDMyer
Diagnostic Analytical Services Test Results

Valued Customer:

Thank you for the opportunity to provide you with the best available, understandable, and reliable test results, as well as data management, analysis, and recommendations which extends the life of your electrical equipment. We appreciate your confidence in S. D. Myers, Inc. and are grateful that we are able to fulfill your need for quality electrical maintenance assessment. Our goal is to help you establish a testing program that will cost-effectively extend the useful life of your electrical equipment – a goal we have pursued with our customers since 1965.

Transformer Dashboard is available to every S.D. Myers Lab customer from our website www.sdmyers.com. You can view all test data as soon as it is available, print reports, upload pictures of electrical equipment, and enter comments right from your computer. This system is fully secure and backed up offsite for peace of mind and data integrity. Transformer Dashboard is a great alternative to the bulky binders of hardcopy test reports.

Please find enclosed the results of the analyses performed and an executive summary of each piece of equipment tested from your last order.

If you have any questions concerning these results or any of the other information included in this package, please contact your testing coordinator:

Becky Compton
Senior Diagnostic Analytical Coordinator
Desk: (330) 630-7000 ext. 3483
Cellular: (330) 263-4552
Fax: (330) 633-8081
E-mail: Becky.Compton@sdmyers.com

Thank you again for the opportunity to serve you,

Jeff Tenney
Laboratory Manager
Diagnostic Analytical Services
330-630-7000 x3392

Everything we do, think, say and develop is focused on maximizing the cost-effective, reliable life of your transformer.
Particles and Filming Compounds Testing Report

Greensburg Power & Light
Greensburg, KS
Customer Number 0179730

This report contains data and interpretation of data for particles and filming compounds analysis. The report is intended to accompany the SDMI rainbow masters for the same piece of equipment. Past history and current test data are taken into consideration when interpreting the particles and filming compounds data. Draw date for this sample is September 9, 2016.

Summary of Report:

Unit for maintenance: TC-4

Following this summary is a table listing the equipment tested using the VLTC testing protocols as part of this order, comments concerning each piece of equipment tested, and tables and bar charts listing the particle count distributions.

This unit was tested for particles and filming compounds analysis, liquid screen tests, moisture content, and dissolved gas analysis.

List of Equipment Tested:

<table>
<thead>
<tr>
<th>TC #</th>
<th>Manufacturer</th>
<th>Serial Number</th>
<th>VLTC for</th>
<th>MVA</th>
<th>Substation Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Reinhausen</td>
<td>C018322</td>
<td>TC-3</td>
<td>8.4</td>
<td>Greensburg Sub LTC</td>
</tr>
</tbody>
</table>

Comments:

TC 4 – Particle count distribution of this unit is at elevated levels and at a high level for particles >14μ. This is an increase from the previous testing of this unit. The liquid screen shows an acceptable result indicating the oil is not beginning to oxidize. Particles include a light amount of large filming compounds ≤ 35μ, copper particles ≤ 2μ, oxidation products ≤ 4μ, a few fibers, and carbon particles that are ≤ 1μ in size. This level of particles indicates either that the vacuum-bottle has been compromised or that the unit has some other severe issue. An inspection of the unit for maintenance is recommended. At a minimum, this means circulating the oil through several passes of a sub-micron filter. The dissolved gas analysis and particles and filming compounds analysis should be repeated every three months until the maintenance can be completed. Review other test data to confirm how the unit is operating.

Review the Rainbow Report for other dielectric test data and recommendations for this sample.
**Particle Count Distributions:**

Note that in these distributions the value 1 has been substituted for 0 so that a logarithmic scale could be used to provide a readable comparison between units and between counts of large and small particles.

Note also that the current data are reported in Particles/mL.

The particle count distribution for this unit is as follows:

![Particle Count Distribution Graph](image)

<table>
<thead>
<tr>
<th>Particles/mL</th>
<th>TC# 4</th>
<th>Typical VLT</th>
<th>VLTC</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 4 microns</td>
<td>1,051</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>&gt; 8 microns</td>
<td>285</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>&gt; 14 microns</td>
<td>24</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>&gt; 23 microns</td>
<td>5</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>&gt; 50 microns</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

The line under the TC number and date is the ISO rating for the particle count taken from ISO Method 4406. For example, the September 2016 sample for TC-4 is an ISO rating of 17/15/12. Top numbers 18 or less together with middle numbers 14 or less and bottom numbers 9 or less typically represent units with low counts of particles in all size ranges. A typical and acceptable profile for a VLTC is included for comparison.
### Filming (Ferrography) Information

<table>
<thead>
<tr>
<th>TC#</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oxidation/Filming Compounds</td>
<td>Light</td>
</tr>
<tr>
<td>Sand/Dirt</td>
<td>N/A</td>
</tr>
<tr>
<td>Fibers</td>
<td>Light</td>
</tr>
<tr>
<td>Contaminant Sphere</td>
<td>N/A</td>
</tr>
<tr>
<td>Black Oxide</td>
<td>N/A</td>
</tr>
<tr>
<td>Red Oxide</td>
<td>N/A</td>
</tr>
<tr>
<td>Metal Debris</td>
<td>Light</td>
</tr>
<tr>
<td>Carbon Particles</td>
<td>Light</td>
</tr>
</tbody>
</table>

**TC# 4**

[Image: 100x Magnification]

---

**Prepared by:**

Technical Specialist  
Anthony R. Mozynski  
SD Myers, Inc.  
September 20, 2016

[Signature]

Digitally signed by sk/Anthony Mozynski  
DN: cn=sk/Anthony Mozynski, ou=5, o=SD Myers, inc., ou=Technical Specialist, email=anthony.mozynski@sdmyers.com  
n-c-US  
Date: 2016.09.30 12:56:49-04'00'
### Karl Fischer Testing Moisture Content Expressed in PPM

<table>
<thead>
<tr>
<th>DATE</th>
<th>AVG TEMP</th>
<th>PPM</th>
<th>PCT SATURATION</th>
<th>MOISTURE BY WEIGHT PCT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>23</td>
<td>4</td>
<td>6.4 AC</td>
<td>0.75</td>
</tr>
<tr>
<td>10/08/15</td>
<td>30</td>
<td>7</td>
<td>7.9 AC</td>
<td>0.85</td>
</tr>
<tr>
<td>09/09/16</td>
<td>28</td>
<td>11</td>
<td>14.4 AC</td>
<td>1.80</td>
</tr>
</tbody>
</table>

**Recommendation:** RETEST 1 YEAR
The moisture content continues to be acceptable based on the equipment and liquid type. Continued normal monitoring is indicated.

### Furan Analysis Expressed in PPB

<table>
<thead>
<tr>
<th>DATE</th>
<th>5H2F</th>
<th>2FOL</th>
<th>2FAL</th>
<th>2ACF</th>
<th>5M2F</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>ND</td>
<td>ND</td>
<td>4</td>
<td>ND</td>
<td>ND</td>
<td>4</td>
</tr>
</tbody>
</table>

**Recommendation:** RETEST 1 YEAR
These baseline data indicate the cellulose insulation is in good condition.

**Calculated DP 800**
**Est. Life Remaining 100%**

### Gas-in-Oil Analysis Gas Chromatography Expressed in PPM

<table>
<thead>
<tr>
<th>DATE</th>
<th>HYDROGEN</th>
<th>OXYGEN</th>
<th>NITROGEN</th>
<th>METHANE</th>
<th>CARBON MONOXIDE</th>
<th>CARBON DIOXIDE</th>
<th>ETHANE</th>
<th>ETHYLENE</th>
<th>ACETYLENE</th>
<th>TOTAL COMBUST.</th>
<th>TOTAL GAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>ND</td>
<td>9,088</td>
<td>73,258</td>
<td>5</td>
<td>48</td>
<td>2,361</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>53</td>
<td>84,700</td>
</tr>
<tr>
<td>10/08/15</td>
<td>ND</td>
<td>8,524</td>
<td>65,689</td>
<td>4</td>
<td>31</td>
<td>1,863</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>37</td>
<td>76,053</td>
</tr>
<tr>
<td>09/09/16</td>
<td>ND</td>
<td>10,365</td>
<td>63,064</td>
<td>4</td>
<td>26</td>
<td>1,837</td>
<td>ND</td>
<td>ND</td>
<td>ND</td>
<td>30</td>
<td>75,296</td>
</tr>
</tbody>
</table>

**Recommendation:** RETEST 1 YEAR
The analysis of this sample shows no significant increase in the combustible gas volume. This indicates normal operation.

### ICP Metals-in-Oil Expressed in PPM

<table>
<thead>
<tr>
<th>DATE</th>
<th>ALUMINUM</th>
<th>IRON</th>
<th>COPPER</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>ND</td>
<td>ND</td>
<td>0.209</td>
</tr>
</tbody>
</table>

**Recommendation:** RETEST 1 YEAR
There are no diagnostic levels of metals in this sample. These data can serve as a baseline for future analyses.

### PCB Content Expressed in PPM

<table>
<thead>
<tr>
<th>DATE</th>
<th>1242</th>
<th>1254</th>
<th>1260</th>
<th>OTHER</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

**Note:** * After a result indicates that the test or service was performed by an outside source.
INTELLIGENT TRANSFORMER MANAGEMENT

Date Printed: 9/22/2016

TC# 3

Customer: 0179730 Greensburg Power & Light
City: Greensburg, KS
Location: OUTDOOR/GROUND
Sub-Name: GREENSBURG SUB
Unit No.: SIDE SAMPLE
Location: N37 36.625 W09 17.562

NAMEPLATE DATA

Manufacturer: VIRGINIA XFMRS
Manufacture Date: 06/01/2008
Serial No.: 468400A006-B124
KVA Rating: 6,400
High Voltage: 34,500 D
Low Voltage: 13,800 Y
Weight: 63,500

Equipment Type: TRANSFORMER
Transformer Class: ONAN/JNAF
Impedance %: 7.72
Phase/Cycle: 3/60
Liquid Type: OIL
Gallons: 2.031
Other Access: PRESSURE RELIEF DEV.

ADDITIONAL EQUIPMENT

Radiators: Yes
Conservator Tank: No
Fans: Yes
LTC Compartment: Yes
Water Cooled: No
Bushing Location: Top
Oil Pumps: No
Breather: N2 System
Top FPV (inch): 1.00 Valve
Hose Length (feet): 100
Bottom FPV (inch): 2.00 Valve
Service Online: Yes
Insulation Type: 65C
Power Available: No

Visual Inspection

<table>
<thead>
<tr>
<th>DATE</th>
<th>LEVEL</th>
<th>TEMP</th>
<th>TOP TEMP</th>
<th>P/V</th>
<th>PAINT</th>
<th>LEAKS</th>
</tr>
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<tbody>
<tr>
<td>10/15/14</td>
<td>NORMAL</td>
<td>18</td>
<td>32</td>
<td>2.00</td>
<td>GOOD</td>
<td>NONE</td>
</tr>
<tr>
<td>10/08/15</td>
<td>NORMAL</td>
<td>25</td>
<td>34</td>
<td>2.00</td>
<td>FAIR</td>
<td>NONE</td>
</tr>
<tr>
<td>09/09/16</td>
<td>NORMAL</td>
<td>23</td>
<td>37</td>
<td>1.00</td>
<td>FAIR</td>
<td>NONE</td>
</tr>
</tbody>
</table>

Field Service

<table>
<thead>
<tr>
<th>DATE</th>
<th>SERVICE</th>
</tr>
</thead>
</table>

Liquid Screen Test Data

<table>
<thead>
<tr>
<th>DATE</th>
<th>SERVICE</th>
<th>ACID</th>
<th>IFT</th>
<th>DIEL 877</th>
<th>DIEL 1816</th>
<th>GAP</th>
<th>COLOR</th>
<th>SP. GRAV.</th>
<th>VISUAL</th>
<th>SEDIMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>SERVICE</td>
<td>0.010 AC</td>
<td>40.1 AC</td>
<td>52 AC</td>
<td>0.50</td>
<td>AC</td>
<td>0.885 AC</td>
<td>CLEAR AC</td>
<td>NONE AC</td>
<td></td>
</tr>
<tr>
<td>10/08/15</td>
<td>0.010 AC</td>
<td>40.0 AC</td>
<td>46 AC</td>
<td>0.50</td>
<td>AC</td>
<td>0.880 AC</td>
<td>CLEAR AC</td>
<td>NONE AC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/09/16</td>
<td>0.010 AC</td>
<td>42.0 AC</td>
<td>51 AC</td>
<td>0.50</td>
<td>AC</td>
<td>0.880 AC</td>
<td>CLEAR AC</td>
<td>NONE AC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Inhibitor Content

<table>
<thead>
<tr>
<th>DATE</th>
<th>PCT. BY WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>0.200%</td>
</tr>
</tbody>
</table>

NOTE - THIS UNIT HAS A CONSERVATOR OR CONTINUOUS N2 SYSTEM, THEREFORE THE UNIT DOES NOT REQUIRE INHIBITED OIL. HOWEVER, HAVING INHIBITED OIL WILL PROVIDE ADDITIONAL PROTECTION AGAINST OIL OXIDATION IF THE CURRENT OIL PRESERVATION SYSTEM WERE TO EVER FAIL.

Liquid Power Factor

<table>
<thead>
<tr>
<th>DATE</th>
<th>25 C</th>
<th>100 C</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>0.022 AC</td>
<td>0.185 AC</td>
</tr>
</tbody>
</table>

Key to abbreviations: AC - ACCEPTABLE, QU - QUESTIONABLE, UN - UNACCEPTABLE, RS - RESAMPLE

NOTE: * After a result indicates that the test or service was performed by an outside source.
KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

<table>
<thead>
<tr>
<th>DATE</th>
<th>TEMP</th>
<th>PPM</th>
<th>SATURATION</th>
<th>MOISTURE BY DRY WEIGHT PCT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>N/A</td>
<td>12</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>10/08/15</td>
<td>N/A</td>
<td>18</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>09/09/16</td>
<td>N/A</td>
<td>35</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

RECOMMENDATION RETEST 1 YEAR
The moisture content continues to be acceptable based on the equipment and liquid type. Continued normal monitoring is indicated.

FURAN ANALYSIS EXPRESSED IN PPB

<table>
<thead>
<tr>
<th>DATE</th>
<th>5H2F</th>
<th>2FOL</th>
<th>2FAL</th>
<th>2ACF</th>
<th>5M2F</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>10/08/15</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>09/09/16</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

RECOMMENDATION MAINTENANCE (DUE TO PTNCL CNT)
VT: THE VOLUME AND RATIO OF COMBUSTIBLE GASES PRODUCED IS NORMAL FOR A VACUUM INTERRUPTION UNIT. TO INCREASE RELIABILITY, WE RECOMMEND A PREVENTATIVE MAINTENANCE PROGRAM THAT INCLUDES PERIODIC TESTING TO MONITOR FOR ANY ABNORMAL CHANGES.

ICP METALS-IN-OIL EXPRESSED IN PPM

<table>
<thead>
<tr>
<th>DATE</th>
<th>ALUMINUM</th>
<th>IRON</th>
<th>COPPER</th>
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</thead>
</table>

PCB CONTENT EXPRESSED IN PPM

<table>
<thead>
<tr>
<th>DATE</th>
<th>1242</th>
<th>1254</th>
<th>1260</th>
<th>OTHER</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

NOTE: * After a result indicates that the test or service was performed by an outside source.
### NAMEPLATE DATA

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Manufacturer</th>
<th>Serial No.</th>
<th>LTC Model No.</th>
<th>LTC for TC No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>VACUUM LTC</td>
<td>REINHAUSEN</td>
<td>C018322</td>
<td>RMY-A 1320</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liquid Type</th>
<th>LTC Gallons</th>
<th>Selector Gallons</th>
<th>Transfer/Divertor Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>OIL</td>
<td>280.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### ADDITIONAL EQUIPMENT

<table>
<thead>
<tr>
<th>Conservator Tank</th>
<th>Silica Gel</th>
<th>Breather</th>
<th>Top FPV (inch)</th>
<th>Bottom FPV (inch)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Yes</td>
<td>Free/Desiccant</td>
<td>1.00 Plug</td>
<td>1.00 Valve</td>
</tr>
</tbody>
</table>

### VISUAL INSPECTION

<table>
<thead>
<tr>
<th>DATE</th>
<th>LEVEL</th>
<th>SAMPLE TEMP</th>
<th>TOP TEMP</th>
<th>P/V</th>
<th>PAINT</th>
<th>Top Counter Reading</th>
<th>LEAKS</th>
<th>DATE</th>
<th>SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td>NORMAL</td>
<td>18</td>
<td></td>
<td></td>
<td>GOOD</td>
<td>7854</td>
<td>NONE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/08/15</td>
<td>NORMAL</td>
<td>24</td>
<td></td>
<td></td>
<td>FAIR</td>
<td>8026</td>
<td>NONE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/09/16</td>
<td>NORMAL</td>
<td>24</td>
<td></td>
<td></td>
<td>FAIR</td>
<td>0</td>
<td>NONE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Additional Information**

**Reason Not Tested**

### LIQUID SCREEN TEST DATA

<table>
<thead>
<tr>
<th>DATE</th>
<th>SERVICE</th>
<th>ACID</th>
<th>IFT</th>
<th>DIEL 877</th>
<th>DIEL 1816</th>
<th>GAP</th>
<th>COLOR</th>
<th>SP. GRAV.</th>
<th>VISUAL</th>
<th>SEDIMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/14</td>
<td></td>
<td>0.010 AC</td>
<td>40.3 AC</td>
<td>54 AC</td>
<td>0.050 AC</td>
<td>AC</td>
<td>0.880 AC</td>
<td>CLEAR AC</td>
<td>NONE AC</td>
<td></td>
</tr>
<tr>
<td>10/08/15</td>
<td></td>
<td>0.010 AC</td>
<td>40.9 AC</td>
<td>50 AC</td>
<td>0.050 AC</td>
<td>AC</td>
<td>0.880 AC</td>
<td>CLEAR AC</td>
<td>NONE AC</td>
<td></td>
</tr>
<tr>
<td>09/09/16</td>
<td></td>
<td>0.020 AC</td>
<td>41.4 AC</td>
<td>40 AC</td>
<td>0.050 AC</td>
<td>AC</td>
<td>0.880 AC</td>
<td>CLEAR AC</td>
<td>NONE AC</td>
<td></td>
</tr>
</tbody>
</table>

### INHIBITOR CONTENT

<table>
<thead>
<tr>
<th>DATE</th>
<th>PCT. BY WEIGHT</th>
<th></th>
</tr>
</thead>
</table>

### LIQUID POWER FACTOR

<table>
<thead>
<tr>
<th>DATE</th>
<th>25 C</th>
<th>100 C</th>
</tr>
</thead>
</table>

**KEY TO ABBREVIATIONS:**

- AC - ACCEPTABLE
- QU - QUESTIONABLE
- UN - UNACCEPTABLE
- RS - RESAMPLE

**NOTE:** * After a result indicates that the test or service was performed by an outside source.
The following pieces of equipment show acceptable test data. Normal one year monitoring is recommended:

- Service Recommendations
- Sales Order 1019951
- Chrystie: Creeleyburg, KS

Customer 0177920 - Creeleyburg Power & Light

Executive Summary - Final Recap
Greensburg Power & Light
300 S Main Street
Greensburg, Kansas 67054

Attention: Mick Kendall
Customer No. 0179730
Phone: 620-546-3584
E-Mail: utilities@greensburgks.org

31 October 2016
Proposal No. 507728

Transformer Field Service
LTC Inspection on a Reinhausen RMV-A

Proposal

This document is proprietary to SD Myers, Inc. and contains confidential information that is the sole property of SD Myers, Inc. This proposal is solely for internal use by the above-named recipient and shall not be used, reproduced, copied, disclosed, transmitted, in whole or in part, without the express consent of SD Myers, Inc.

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Dear Mr. Kendall:

We would like to thank you for the opportunity to provide this proposal for your field service needs. The service recommended below will address the issue directly.

**Recommended Service and Summary**

- Load Tap Changer (LTC) Internal Inspection

**Units for Service**

<table>
<thead>
<tr>
<th>TC No.</th>
<th>Manufacturer</th>
<th>Sub Name</th>
<th>Serial No.</th>
<th>Gallons</th>
<th>Online Service?</th>
<th>Service</th>
<th>PCB Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Virginia Transformer</td>
<td>Greensburg</td>
<td>468400A006-8124</td>
<td>2,031</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>Reinhausen</td>
<td>Greensburg LTC</td>
<td>C018322</td>
<td>280</td>
<td>No</td>
<td>LTC Inspection</td>
<td>Required</td>
</tr>
</tbody>
</table>

**Project Pricing**

Price for Outlined Services  
$11,850 (when in area)

The pricing in this proposal is based on the assumption that the transformers to be treated are non-PCB transformers with content verifiable by test results less than one (1) year old. Pricing is also based on the transformer being completed without delays between switching operations by Greensburg Power & Light. All units based on 10C mineral oil.

**Training**

All SD Myers field service proposals include up to two (2) hours for any training that may be required. Training requirements must be submitted to SD Myers before start of service. This is to be discussed and documented with our Job Acknowledgment Form, required to be approved prior to mobilization of our crews. Additional training may require a change to this pricing and must be confirmed by change order.

**Scheduling**

The scheduling for this work is predicated on all work being completed per mutual agreement in a normal work week (Monday-Friday), **when in area**. Work involving a specified date, weekend, or holiday time frame would incur additional charges. We estimate that this work will be performed in a maximum of one (1) normal work day.

**Payment Terms and Conditions**

Upon receipt of a purchase order, the service date will be a mutually agreed-upon date within fourteen (14) to sixteen (16) weeks unless otherwise stated in this proposal.

**Additional Work**

In the event additional work is required, the following rates will apply:

- Straight Time $170.00 per hour per crew member
- Overtime $200.00 per hour per crew member
- Sunday/Holiday Rates $250.00 per hour per crew member
- Equipment Additional Charged $200.00 per hour per piece of equipment
These rates include the oil processor utilized on site. Additional equipment, materials, and shipping will be priced at cost plus 15% or at a price generated at the site based on job circumstances. In no event will the additional work begin without receipt of a customer-generated, authorized, and signed change order. Customers will be required to generate a new purchase order from the site-signed change order before any additional work can begin.

- An SDMI operator has the right to turn down unsafe work. Customer is required to provide SDMI with Assured Power Isolation (API) for any de-energized invasive repair or servicing. If the project scope is changed based on these decisions, mobilization charges may apply.

In the event there is a customer-driven specified date, an adder of a minimum of $2,800 PER DRIVING DAY will apply. A specific date is a named date when SDMI will not be in the area with proper equipment and crews.

**Project Terms and Conditions**

1. This proposal is valid for thirty (30) days. Service dates are normally outage driven and confirmed after processing of the purchase order. Dates are scheduled on a first-come, first-serve basis based on the availability of crew and equipment. **In the event a service date is given prior to the processing of a PO, this date is tentative and subject to change due to date availability and costing. Tentative dates are not firm dates without an approved purchase order.**

2. Notice of project postponement must be given at least five (5) business days in advance. Postponement that is given less than 5 business days prior to mobilization will result in a charge of material and/or equipment at cost plus 15% and up to $1,500 per SDMI crew member and up to $2,500 for each contractor’s crew member per dedicated day. Any charges incurred by SDMI or contractor for materials, rentals, parts, supplies, etc. prior to postponement by customer will be charged to customer at cost plus 15% regardless of notice given.

3. Failure to provide notification of ready access or weather-related delays that cause any delay greater than two (2) hours per day is subject to a $170-per-hour per crew member charged with a maximum daily amount of up to $1,500 per SDMI crew member and up to $2,500 for each contractor’s crew member. This includes the equipment charges.

4. Expanded training for crews is often necessary and will be charged at the rates listed above when in excess of two (2) hours per man per project. This training is normally conducted when the crew arrives on the first day of the project. SDMI will conduct daily tailgate safety training sessions that are not a part of this consideration.

5. An SDMI operator has the right to turn down unsafe work. If the project scope is changed based on these decisions, mobilization charges may apply.

Pricing includes mobilization, labor, processing equipment, lodging, and per diem to complete the attached work scope. If there are any additional items or changes to the proposal or work scope that you would like to have considered, please do not hesitate to contact us.

**Summary**

In short, our service will help you achieve the highest level of equipment reliability while extending the life of the transformer. We hope to gain your confidence as together we aim to achieve maximum life for this transformer and your entire transformer fleet.
Project Acceptance

Thank you for choosing SDMI to manage and complete your project. To retain SDMI to perform the work scope described, please sign and date below for acceptance of this proposal and SDMI’s Field Service and Equipment Terms and Conditions—Effective November 15, 2013, Revision 2.

Presented by
SD Myers, Inc.

Accepted by:
Greensburg Power & Light

Printed Name

Printed Name

Signature

Signature

Date

Date

PO Number

Accepted by:

John Lioces
Senior Transformer Specialist
SD Myers, Inc. Transformer Consultants
180 South Avenue Tallmadge, OH 44278
330-630-7000 ext 3310
330-607-6689 cell
330-633-8081 fax
john.lioces@sdmyers.com

Gregg Hall
Manager of Transformer Field Services
SD Myers, Inc. Transformer Consultants
180 South Avenue, Tallmadge, OH 44278
330-630-7000 ext 3332
330-696-9149 cell
330-633-0756 fax
gregg.hall@sdmyers.com
Safety

Our commitment to safety includes exceeding industry norms and customer expectations, including our mandated training of more than 40 hours annually. SD Myers, Inc. empowers every employee to refuse any work they determine to be unsafe or beyond their physical control, without fear of reprisal. Our safety program is among the most highly respected in the industry, and our safety record is exceptional by any standard of measure. We take every safety precaution possible to protect all personnel and your facilities.

Detailed Work Scope

An SDMI crew will arrive at your facility on a mutually agreed-upon date for training and entry into your facility and substation. Crew and equipment information will be forwarded to you at your request to help prepare for our arrival. **Requirements for any training should be forwarded to project manager prior to crew arrival at your facility.** For offline processing, Greensburg Power & Light will isolate the transformer using the Lock Out/Tag Out (LOTO) process and install temporary grounds prior to contractor’s scheduled arrival. Greensburg Power & Light will also be responsible for reversing the LOTO process after the project is complete. A broad overview of the steps necessary to this project follows.

1. Arrive and complete onsite training (if necessary)
2. Conduct substation site safety survey
3. Place equipment (includes oil processing rig)
4. Ground our equipment
5. Confirm correct nameplate data on work order
6. Sample transformer oil before work commences
7. Set up all necessary hoses and pumps
8. Wrap cam-lock hose connections with absorbents and place drip pans underneath as a precautionary spill prevention measure
9. Drain the mineral oil from the LTC into clean container
10. Process mineral oil through micron filters and heat/vacuum system to degas and dehydrate
11. Test and inspect motor control, motors starters, gear train, oil seals, and motor start capacitors
12. Test automatic and manual controls
13. Check internal mechanism including stationary and moving contacts, selector switches, gear trains, cams, cam followers, flexible couplings, and operating shafts
14. Thoroughly inspect and clean the inside of the tank
15. Thoroughly inspect the barrier board separating the main transformer tank from the LTC for damage or leakage
16. Replace the exterior door gasket if necessary.
17. Refill LTC compartment with fluid that had been removed by passing the oil through our heat and vacuum system
18. Draw final fluid inlet proof sample of transformer oil to establish a new baseline; testing includes following:
## Project Responsibilities

To ensure the proposed project runs smoothly, the corresponding responsibilities are indicated below. If you see a need to modify the list, please inform us in a reasonable manner before arrival.

**SD Myers, Inc.**

- Qualified crew members
- Oil processing rig (includes all associated hoses, pumps, and equipment)
- Fluid storage tote(s)
- Three-phase power for equipment
- Training and safety qualifications of SDMI workers on site
- Production coordinator to work with you on scheduling through entire project and to discuss service(s) purchased and customer site restrictions to assure access to all units including information such as distance of unit(s) from the processing equipment and height of the unit(s) to be serviced

**Greensburg Power & Light**

- Qualified liaison with knowledge of site safety rules
- Circuit switching, if required, to complete the work
- LOTO and grounding, if needed, with approved safety grounding methods
- Unrestricted work hours and access to the equipment for trucks and crews
- Disposal of any customer waste
- PCB analysis report on the transformer to be serviced (results must less than one (1) year old)
- Review of the project and signature on SDMI paperwork
Site safety training and orientation requirements if different than the two (2) hours provided for in this quote; additional charges may apply.

**IMPORTANT SAFETY REQUIREMENT:** Transformer must be de-energized, using proper lock out/tag out procedures, and grounded prior to any invasive repair or servicing. Customer must provide Assured Power Isolation (API) in order for SD Myers to perform service on de-energized equipment. Requirements will be discussed in detail prior to mobilization of crew and equipment.
Field Service and Equipment Terms and Conditions—Effective November 15, 2015

These terms and conditions apply to the purchase of any equipment or product, herein referred to as “Equipment” or any service, installation and/or training herein referred to as “Service” from SDMyers, Inc. or from its owners, affiliates, agents, employees, officers, directors, representatives, successors, or assigns (“Seller”). The term Buyer includes any person, customer, purchaser, entity (and final owner, if different) which may be involved with the selection, order, or use of Service and/or Equipment. These terms and conditions shall take precedence over Buyer’s supplemental or conflicting terms and conditions of which notice of objection is hereby given. These terms and conditions may only be waived or modified by written agreement signed by the authorized representative of Seller.

AVAILABILITY: Buyer agrees that Seller shall have ready access to Buyer’s staff, resources, and location as necessary to perform proposed Service. Seller is not required to perform the Service during a fixed hourly or daily time and it is necessary that Buyer provide ready access at all times to the job site. It may be necessary for Seller’s staff to work anytime without restricting the number of hours. If this is in conflict with Buyer’s policy, notification must be made within 72 hours of scheduled start of Service.

CANCELLATION: Seller requires at least ten (10) business days’ notice for any cancellation. Any charges incurred by Seller and/or supplier/subcontractors for materials, rentals, parts, supplies, etc prior to cancellation by Buyer will be charged to Buyer at cost plus 15% regardless of notice given. Cancellation that is given less than ten (10) business days prior to the scheduled commencement of work will result in a charge of material and/or equipment at cost plus 15% and up to $1,200 per crew member per dedicated (scheduled) day.

DELAYS: Buyer understand that Equipment installation and Services may not be performed during weather conditions including, but not limited to, rain, snow, heavy winds, or localized flooding. Any weather delays, Buyer required on-site training for Seller’s crew members longer than two (2) hours or Buyer caused delays longer than two (2) hours is subject to an Additional Work Charge. Additional Work Charge shall be $170 per crew member per hour up to $1,200 per crew member per day. This Additional Work Charge applies for Service using standard processing equipment and generator, a proposal with expanded Services may be subject to additional charges. Buyer understands the risk of Additional Work Charges and agrees to pay such and that there shall be no penalty upon Seller for such delays.

ON-SITE SAFETY AND SERVICE RULES: In order to comply in a prudent manner with environmental law and safety requirements while on the Buyer’s property, the Buyer is to provide Seller’s personnel and/or subcontractors with a liaison, whom the Buyer considers competent in the knowledge of environmental and safety regulations pertaining to the Buyer’s plant. Buyer shall also provide safe working conditions and a safe work environment including familiarizing on-site personnel with safety practices, regulations in effect, and any chemical or physical hazardous located on site. For reasons of personal safety, any of Seller’s on-site crew reserves the right to decline any portion of Service they deem hazardous. Buyer’s liaison will have the responsibility to accompany and instruct on-site personnel in observing plant safety and environmental regulations, to inspect all devices or equipment upon which on-site personnel have performed Service and assure that all valves are properly and securely closed, plugged or capped, and that there are no leaks from the valves or any electrical devices. After inspection is complete, Buyer will have an authorized person sign off documentation verifying such inspection and in so signing Buyer will forever hold harmless and indemnify Seller, their employees, agents, subcontractors and officers from any leaks or failures which may occur thereafter, except for latent defects not apparent to an inspection conducted with reasonable diligence.

HAZARDOUS WASTE AND DISPOSAL: Buyer shall be responsible to properly store, transport, and dispose of all hazardous materials and or other waste introduced, produced, or generated in the course of services and such material shall be done so in accordance with all regulatory requirements. Buyer shall indemnify and hold Seller harmless for any and all claims, damages, losses, causes of action demands, judgments, and expenses arising out of or relating to any hazardous materials which are or were (i) present on or about the job site prior to services; (ii) improperly handled or disposed of by buyer, buyer employees, agents, contractors, or sub-contractors; or (iii) brought generated, produced, released on site by parties other than Seller.

CONFIDENTIAL INFORMATION: Seller hereby acknowledges that during the performance of this contract, the Seller may learn or receive confidential Buyer information and therefore Seller hereby confirms that all such information relating to the Buyer’s business will be kept confidential by the Seller, except to the extent that such information is required to be divulged to third parties or the Seller’s clerical or support staff or associates in order to enable Seller to perform Seller’s contract obligation.
INDEPENDENT CONTRACTOR: Seller and any of Seller’s sub-contractors or employees are independent contractors and none of those listed above shall be deemed to be employed by Buyer. Buyer is hereby contracting with Seller for the work described in the proposal attached and Seller reserves the right to determine the method, manner and mean by which the proposed Service will be performed.

MOBILIZATION: All prices provided in the proposal by Seller (unless otherwise noted) includes one (1) mobilization (trip) to Buyer’s site. Mobilization charges will still apply even if the scope of work changes due to safety and/or access to equipment reasons. If an additional mobilization (trip) is required to complete the Services additional charges may apply for mobilization (trip).

FORCE MAJEURE: Seller and/or subcontractor assume no liability for delays caused by strikes, riots, fires, acts of God, or any cause beyond our control, and shall not be required to supply Services or delivery Equipment to Buyer while interruption due to any such cause shall continue.

EXPORT CONTROLS: Purchase of Equipment purchased or received under these Terms and Conditions are subject to export control laws, restrictions, regulations and orders of the United States. Buyer agrees to comply with all applicable export laws, restrictions and regulations of the United States or Foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any Equipment to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any such United States or foreign law or regulation. Buyer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the equipment or services hereunder. Buyer shall be responsible to obtain any license to export, re-export or import as required by law.

WARRANTY/GUARANTEE: Seller warrants only to original purchaser that the Equipment sold hereunder is constructed in a professional and workmanship like manner and is free from defects in material and workmanship, for one (1) year from the date of shipment. Seller shall repair Equipment if it is found to be defective and notice is given within one (1) year of the shipment date. This warranty shall cover parts and repair labor for the Equipment. Any shipment costs (all F.O.B. point of shipment) or travel expenses (for Seller’s technician) shall be paid by Buyer. This is Buyer’s sole and exclusive remedy for Equipment found to be defective. Seller guarantees only to the original Buyer that the Services will be performed in a competent, diligent, manner to the agreed upon specifications. The guarantee for Services shall be that at the time of completion of Services that the quality of the samples taken at completion of Services meet those specified in the proposal to the Buyer. If Buyer believes the Services were not performed to the required standards Buyer shall notify Seller in writing within thirty (30) days of receiving such results and Seller shall re-perform the Services if possible, however if re-performance is not an option then Seller shall refund the costs of the portion of the Services which is found to be defective. Any items not manufactured by Seller (including all incidental materials and consumables used in Services) shall carry only the warranty provided by the original manufacture and this warranty section in no way extends or replaces the warranty of such items. Any items that are sold used or refurbished are sold on an “as is” basis and no warranty will be offered. TO THE EXTENT PERMITTED BY LAW, SELLER DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY PRODUCT, WHETHER OR NOT THAT PRODUCT IS COVERED BY ANY EXPRESS WARRANTY CONTAINED HEREBE. THERE ARE NO OTHER WARRANTIES THAN THOSE EXPRESSLY STATED HEREIN.

LIMIT ON WARRANTY: Seller shall have no responsibility for damages of any type caused by: (a) ordinary wear and tear, erosion, or corrosion; (b) unintended use, misuse, abuse, or improper handling, operation or storage by the Buyer or any third party; (c) any modification and/or additional product installation to the Equipment if not authorized and installed by Seller.

LIMIT OF LIABILITY: The total liability of Seller, its owners, sub-contractors, affiliates, agents, employees, officers, directors, representatives, successors, or assigns to the Buyer arising out of or in connection with the Equipment and/or Service to be provided herein shall not exceed the invoiced amount for said Equipment and/or Service. In no event shall Seller, its owners, sub-contractors, affiliates, agents, employees, officers, directors, representatives, successors be liable for any special, indirect, incidental or consequential damages including but not limited to: loss of profit or revenues, loss of use of equipment, damages to associated products or equipment, cost of capital, costs of substitute, facility damage, downtime costs, labor or associated expenses, or claims of Buyer’s customer for such costs. This limitation of liability shall apply regardless of whether a claim is based in contract, tort, warranty, indemnity, strict liability or any other type of claim. Seller, sub-contractors, affiliates, agents or employees are in no way obligated to maintain, replace, or assure the operation of Buyer’s transformer(s) or any related substation equipment. Equipment and/or Service is for the purpose of correcting a known problem present with the Buyer’s transformer(s). Buyer acknowledges that a problem does already exist and
therefore Seller in no way shall be responsible for any type of damages relating to any type of problem (including failure) of Buyer’s transformer(s) or any injury (including death) that may relate to Buyer’s transformer(s) that Seller’s Services and/or Equipment was purchased for. Seller shall not be responsible for Buyer’s transformer(s) or damages caused by coincidental failures (This includes condition failures that could occur during the installation of Seller's Equipment, performance of Seller’s Services, or the de-energizing or re-energizing of Buyer’s Transformer(s) for use of Seller’s Equipment or Service, (including but not limited to short circuits, lightening, and natural aging causes.) This includes failures that may occur after use of Seller’s Equipment and/or Service even if failure is caused by the same problem Seller’s Equipment and/or Service was designed to correct. Seller shall not have any responsibility for damages relating to the installation of Equipment by anyone other than Seller’s trained personnel, including installation made by Buyer’s employees and/or any other field service provider chosen by Buyer.

**INDEMNIFICATION:** Buyer shall defend, protect, release, indemnify, and hold harmless Seller, its subsidiaries, affiliated companies, joint ventures, partners, agents, sub-contractors and all of their respective officers, directors, and employees (“Seller Indemnitees”) from and against all suits, actions, claims, liabilities, damages, and demands based upon personal injury, death, and physical damage to third party tangible property (“Claims”), suffered by any of the Buyer Indemnitees to the extent the Claim is directly resulting from the negligent acts and omissions of Buyer. Seller shall likewise defend, protect, release, indemnify, and hold harmless Buyer, its subsidiaries, affiliated companies, joint ventures, partners, agents, and all of their respective officers, directors and employees (“Buyer Indemnitees”) from and against all suits, actions, claims, liabilities, damages and demands based upon personal injury, death, and physical damage to third party tangible property (“Claims”), suffered by any of the Seller Indemnitees to the extent the Claim is directly resulting from the negligent acts and omissions of Seller in connection with this Agreement. In the event such damage or injury is caused by the joint or concurrent negligence of Buyer and Seller, the loss or expense, including all attorney’s fees and administrative costs, shall be borne by each party in proportion to its degree of negligence. For purposes of this section, no portion of the Buyer’s equipment, facility or site is considered third party property, and as such, Buyer is bound by the limitation of liability section above. In connection with any services provided under this Agreement Buyer expressly agrees to defend, protect, release, indemnify, and hold harmless Seller Indemnitees from any claims that are brought against Seller Indemnitees by Buyer Indemnitees. Buyer’s obligation for claims by Buyer Indemnitees shall be absolute and shall not be limited or affected in any way by any Claims or benefits paid or payable by or on behalf of Buyer under any Workers’ Compensation acts, disability benefit acts, or other employee benefit acts. Buyer expressly agrees that it will not attempt to assert as a defense Buyer’s Workers’ Compensation Statutory Immunity that Buyer has against Claims from its employees, employee’s heirs, assigns, or anyone else entitled to receive damages by reason of death to Buyer’s employees against the enforcement of its indemnity obligation hereunder, or try to prevent joinder as an additional defendant, or avoid liability for damages and/or contribution (at law or otherwise) to Seller Indemnitees per these terms and conditions.

**USE OF WORK PRODUCT:** Except as specifically set forth in writing and signed by Seller and Buyer, Seller shall have all copyright and patent rights with respect to all products and materials developed under this agreement.

**GOVERNING LAW AND DISPUTE RESOLUTION:** Any disputes that arise between Seller and Buyer shall be governed by the laws of the state of Ohio without regard to conflicts of law rules. All disputes between Buyer and Seller shall be finally settled by binding arbitration in Akron, Ohio, United States of America under the Commercial Rules of the American Arbitration Association by a single arbitrator appointed in accordance with the aforementioned rules. Any award from arbitration may be enforced in a court with competent jurisdiction. The parties expressly exclude the application of the 1980 United Nations Convention of Contracts for the International Sales of Goods, if otherwise applicable.

**WAIVER:** Seller’s failure to insist on performance of any term or condition contained herein or failure to exercise any of Seller’s rights hereunder shall not constitute a waiver of any of Seller’s rights.

**SEVERABILITY:** If any provision(s) of these terms shall be held invalid, illegal, or unenforceable, such provision(s) shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining provision(s) shall not in any way be affected or impaired thereby.