

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC SAFETY COMMITTEE**

DATE AND TIME: **MONDAY, DECEMBER 1, 2014** **5:30 p.m.**

LOCATION: **Germantown Village Hall Board Room**
N112 W17001 Mequon Road

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for discussion and action.
- II. **ROLL CALL:** Chairperson Hughes, Trustees Daniels, Miller and Warren.
- III. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received. However, NO ACTION will be taken under public comments.
- IV. **APPROVAL OF MINUTES:** November 3, 2014 meeting
- V. **REPORTS:**
 - A. Police Department
 1. Monthly
 - B. Fire Department
 1. Monthly
 - C. Overtime Reports
 1. Police Department
 2. Fire Department
 - D. Policy Updates
 - 1.
- VI. **UNFINISHED BUSINESS:**
 - A. Change in Parking Restrictions Hilbert Lane and Various Areas Throughout Village

VII. **NEW BUSINESS:**

- A. Dance Hall License Renewals:
 - 1. Bubs Irish Pub, N116 W16218 Main Street (*Pending Receipt of Application*)
 - 2. Germantown American Legion Post 1, N120 W15932 Freistadt Road
 - 3. Florian Park Conference & Event Center, N111 W18611 Mequon Road
(*Pending Receipt of Application*)
- B. Second Hand Article Dealer and Second Hand Jewelry Dealer License Renewals:
 - 1. Kessler's Diamond Center, N96 W16920 County Line Road
- C. Second Hand Article Dealer License Renewal:
 - 1. White House of Music, N112 W16290 Mequon Road
- D. Animal Fancier License:
 - 1. Phil Secker, W167 N10532 Bridle Path, Complaint Received
- E. Request for Approval To Pay Invoice to Inland Diesel for Repair to Unit 1771 (Ladder Truck) for \$3,950.03 – Fire Department
- F. Request to Develop and or Increase Fee for Inspection Services – Fire Dept.
- G. Purchase New Rifle Sights – Police Dept.
- H. Replacement of Police Department UPS

VIII. **NEXT MEETING:** Set January 2015 Meeting Date and Time

IX. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

NOTICE is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

**MEETING MINUTES
PUBLIC SAFETY COMMITTEE MEETING
NOVEMBER 3, 2014
GERMANTOWN FIRE STATION 2**

CALL: The meeting was called to order at 5:30 p.m. by Chairman Hughes.

ROLL CALL: Chairman Hughes, Trustees Miller and Warren were present. Trustee Daniels arrived at 5:35 p.m.

Also present were Police Captain Snow, Fire Chief Weiss, and Police & Fire Commissioner Myers. Hwy Superintendent Olszewski arrived at 5:54 p.m.

PUBLIC COMMENT: no discussion.

APPROVAL OF MINUTES: a motion was made by Miller, seconded by Warren, to approve the minutes of the October 6, 2014 Public Safety Committee Meeting. Motion carried unanimously.

A motion was made by Miller, seconded by Warren, to move to item A under New Business, Change in Parking Restrictions Hilbert Lane & Various Areas throughout Village. Motion carried unanimously.

CHANGE IN PARKING RESTRICTIONS HILBERT LANE & VARIOUS AREAS THROUGHOUT VILLAGE: Carol Preiss of W157 N11457 Hilbert Drive was present and stated she had contacted the Department of Public Works regarding parking concerns on Hilbert that she felt could be alleviated if the parking restrictions currently in place were reviewed.

Trustee Daniels arrived at this time, 5:35 p.m.

Hughes advised that this item would be tabled until Jay Olszewski arrived at the meeting.

POLICE DEPARTMENT MONTHLY REPORT: Snow commented on recent events in the department which included aggravated assaults on officers resulting in injuries.

Daniels noted that abandoned 911 calls or misdials were up dramatically and Snow agreed, stating that the problem was getting progressively worse and has become more time consuming as these calls require action by the department. He added that public notices were put out giving cell phone owners suggestions on how to prevent pocket dials.

FIRE DEPARTMENT MONTHLY REPORT: Weiss summarized the department's activities for the month of September including fire calls, response times, major incidents and public service events. He also went over their recruitment efforts and said the website has an application that can be downloaded. Weiss also reported on the department's inspections and stated they are on track to meet their goal for the year.

OVERTIME REPORTS - POLICE DEPARTMENT & FIRE DEPARTMENT: Snow advised the police department's overtime is tracking normally, he added that the department had qualified for

another state grant and that overtime earned while working for this grant would be reimbursed by the state.

Weiss stated that the fire department is tracking as it normally does and he is looking into areas where overtime can be reduced.

POLICY UPDATES: no discussion.

Jay Olszewski arrived at this time, 5:54 p.m.

(CONTINUED FROM EARLIER) - CHANGE IN PARKING RESTRICTIONS ON HILBERT LANE AND VARIOUS AREAS THROUGHOUT VILLAGE: Jay Olszewski advised that there are No Parking signs posted throughout the Village that were originally put up for reasons that no longer apply, and some of the no parking signage has had unintended consequences. He went on to say that there are some areas that would need to remain posted for No Parking, and that parking restrictions are backed up by ordinance with a resolution. Olszewski advised that changes to the current parking restrictions would need a recommendation from the Public Safety Committee to the Village Board.

Discussion followed with Warren stating he would like to see additional research on the areas under discussion.

A motion was made by Warren, seconded by Daniels, to have Olszewski do additional research and find out what the history is for the resolutions in place regarding parking restrictions, then Olszewski should prepare a recommendation to the committee for the areas under discussion and whether to eliminate parking restrictions or maintain as they currently are, and to bring these recommendations back before the Public Safety Committee where they can be reviewed individually. Motion carried unanimously.

ANY OTHER BUSINESS: Weiss advised the department's ladder truck needed some repairs done which exceeded \$3900.00, he added they do have the money in the budget but need approval due to the dollar amount. Committee members suggested that he take the matter directly to Board on the 17th since he indicated there are time constraints with payment for this repair.

NEXT MEETING: Monday, December 1, 2014 at 5:30 p.m. at Village Hall Board Room.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:21 p.m.

Recorded by,



Julie L. Barth
Secretary

Overtime Report for Police & Fire Departments

2014 Year to date through:

9-Nov-14

2014						2013			
Empl #	Employee Name	Total OT Hours Paid	Total Cost of OT Paid	Total OT Hrs to Comp	Time off Hours	Total OT Hours Paid	Total OT Hrs to Comp	ANNUAL Total of OT hours worked	ANNUAL Total OT to Pay
Police Dept									
90	Ball, Brian	48.50	2,432.03	42.00	63.00	5.00	159.75	164.75	250.73
92	Bloch, Ryan	99.75	5,001.96	15.25	22.88	260.25	39.38	299.63	13,050.24
141	Borden, Ray	24.50	1,263.83	53.00	79.50	58.00	219.75	277.75	2,991.93
115	Case, Robert	141.00	7,070.45	18.25	27.38	247.00	158.25	405.25	12,385.82
106	Eggers, Michael	5.50	306.65	0.00	0.00	22.50	0.00	22.50	1,254.49
91	Gonzalez, Jeff	101.50	5,089.72	37.00	55.50	268.00	17.25	285.25	13,438.86
101	Jones, Shawn	161.50	7,415.27	3.00	4.50	253.75	4.50	258.25	11,650.93
88	Laux, Kevin	19.75	990.36	53.08	79.63	40.50	108.75	149.25	2,030.87
142	Marten, Shawn	60.00	3,008.70	17.75	26.63	141.50	38.25	179.75	7,095.52
102	Mikulec, Dan	42.50	1,566.98	82.75	124.13	33.50	22.50	56.00	1,235.15
152	Miller, Timothy	117.50	5,892.04	11.50	17.25	362.25	46.50	408.75	18,165.03
86	Moschea, Daniel	138.50	6,945.08	37.75	56.63	162.50	83.25	245.75	8,148.56
138	Olson, Toni	148.75	7,673.27	51.00	76.50	129.25	142.50	271.75	6,667.36
96	Pierzchalski, David	43.00	2,156.24	122.00	183.00	72.00	235.50	307.50	3,610.44
98	Rechlicz, Justin	37.00	1,855.37	94.58	141.88	67.25	165.75	233.00	3,372.25
87	Schleis, Zachery	51.50	2,582.47	79.50	119.25	102.75	282.75	385.50	5,152.40
117	Schmitt, Penny	24.00	1,338.12	52.25	78.38	5.00	86.25	91.25	278.78
121	Schubert, Matthew	66.50	3,334.64	25.00	37.50	96.00	32.63	128.63	4,813.92
126	Showalter, Steve	1.00	50.15	45.00	67.50	0.00	91.50	91.50	0.00
128	Stieve, Jeffrey	0.00	0.00	19.50	29.25	0.00	53.25	53.25	0.00
93	Suedkamp, Adam	40.50	2,030.87	53.00	79.50	52.00	84.00	136.00	2,607.54
145	Theep, James	137.50	6,894.94	56.00	84.00	140.00	32.25	172.25	7,020.30
99	von Bereghy, Darren	236.75	8,728.97	32.75	49.13	45.00	33.38	78.38	1,659.15
Total Police			83,628.10					*	126,880.25
Annual Budget			95,000.00						95,000.00

Note: Overtime hours to comp are reflected in regular wages

Fire Dept - Full Time									
*	523 Delain, John	498.25	15,754.67	6.00	9.00	275.25	0	275.25	8,013.90
*	563 Rossman, Craig	198.50	6,276.57	68.00	102.00	109.75	0	109.75	3,195.37
*	593 Smith, Steve	234.00	7,399.08	28.83	43.25	137.75	56.25	194	4,010.59
Fire Dept Regular Part-time									
		over 60				over 60			
		Hrs over 60	@ Reg Rate	Over 80 hrs	True OT cost	Hrs over 60	@ Reg Rate	Over 80 hrs	True OT Cost
**	625 Goetz, Steve	620.00	10,775.60	297.39	7,752.95	328.75	5,260.00	33.00	4,440.00
**	617 Hass, Thomas	1497.75	26,030.90	1108.61	28,901.55	1407	22,512.00	445.50	22,902.00
**	575 Karpinski, Matthew	1995.75	34,686.14	1536.36	40,052.86	1680.25	26,884.00	848.75	32,526.00
**	609 Franke, Jeremy	1301.50	22,620.07	962.61	24,517.44	1066.5	17,064.00	311.50	21,182.10
					101,224.80				
									81,050.10

Effective July 24, 2013 - POC's over 53 hours/week

		Hrs over 53 2014 Cost		Overtime True Costs through:		9-Nov-14
***	576 O'Shea, Vicky	51.00	4,201.99			
***	629 McCullough, Jim					
***	639 Rammel, Brian					
***	650 Harris, Tim	28.50	852.44			
***	653 Asmondy, Robert	28.25	887.33			
***	658 Silvis, Pete	17.75	557.53			
***	660 Schodron, Kevin					
***	669 Zemlicka-Retzlaff, Jake					
***	673 Neu, Jeremy	33.00	1,028.06			
total POC overtime			7,527.35			
*	Full time, hours are over and above the 20 normal overtime hours reflected in their base wages					
**	Part time hours worked over and above 60 normal hours in two weeks. Some of which are paid at 1.5 times					

Total Fire Dept - OT wages paid through 11.09.14 138,182.47
 Budget - included within general wages

177,320.07

GERMANTOWN POLICE DEPARTMENT

MEMORANDUM

TO: Timmerly Tamborino
Deputy Clerk

FROM: Michael Snow *MS 11-20-14*
Captain of Police

DATE: November 20, 2014

SUBJECT: DANCE HALL PERMITS

The Police Department recommends approval of the dance hall renewal permits for:

- Bubs Irish Pub
- Germantown American Legion Post 1
- Florian Park Conference & Event Center

VILLAGE OF GERMANTOWN
N112 W17001 Mequon Road, P.O. Box 337
Germantown, Wisconsin 53022

APPLICATION FOR DANCE LICENSE

Fee: \$10.00/day or \$100.00/annual (Amount Paid \$ 100.00)
\$5.00 Investigation Fee on Initial License Application

Name: GERMANTOWN AMERICAN LEGION Post 1 Date: 11/17/14
(Individual, Partnership, Corporation or Club)

Address: N120W15932 Freistadt Rd City: GERMANTOWN State: WI Zip: 53022

List Officers of Partnership, Club, or Organization:

President: Name: (First) MICHAEL (Middle Initial) F (Last) NARDELLI
Address: 6700 N. 52ND ST City: MILWAUKEE State: WI Zip: 53223
Date of Birth: 10/27/1960 Phone: 1414 258-1199

Secretary: Name: (First) CHRIS (Middle Initial) (Last) ZIMMERMAN
Address: 3764 S. CHEROKEE WAY City: MILWAUKEE State: WI Zip: 53221
Date of Birth: 10/27/1960 Phone: 687-6589

Treasurer: Name: (First) JAMES (Middle Initial) A (Last) HEIMANN
Address: 2584 Country AVE Rd City: CEDARBURG State: WI Zip: 53012
Date of Birth: 2-8-51 Phone: 262-3772613

Manager, Agent or Person in Charge:

Name: (First) Lisa (Middle Initial) L (Last) Leider
Address: 1670 River Lane City: Grafton State: WI Zip: 53024
Date of Birth: 10/27/1960 United States Citizen? yes Wisconsin Resident? yes

Have you ever been convicted of a felony or misdemeanor for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality, or are there any criminal charges presently pending against you? Yes No X. If yes, give law or ordinance violated, date, description and status of charge:

Date when dance will be held: VARIOUS DAYS Time of Dance: AM / PM to AM / PM
Premises where dance will be held: THROUGHOUT YEAR N120W15932 Freistadt Rd Germantown WI
Name and address of the person, firm or corporation owning premises for which license is applied: 53022

Name: GERMANTOWN AMERICAN LEGION Post 1 Address: N120W15932 Freistadt Rd, Germantown, WI 53022

I understand that omission, false information or untrue information submitted by me on this application will be grounds for the Village Board to deny this license at issue; OR revoke any such license after issue, when such error or omission is revealed upon investigation.

I understand that the license is issued subject to approval by the Inspection Department prior to the event, and it is my responsibility to contact the department when set-up is complete.

Date: 11/17/14 Signature of Applicant: James Heimann

Office Use Only:

Date submitted to Police Department and Fire Department for Investigation:
Date submitted to Public Safety Committee for recommendation: Date Submitted to Village Board:
Approved: Denied: License No. Date license issued:

VII. B

LICENSE APPLICATION

for

**PAWNBOKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET**

CHECK ALL THAT APPLY:

☐ Original application

☒ Renewal

TYPE:

☐ Pawnbroker

☒ Secondhand Jewelry Dealer

☐ Secondhand Article Dealer

☐ Mall/Flea Market

INSTRUCTIONS:

INDIVIDUAL LICENSE – Complete Sections 1, 2, 3 and 6
PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) Kessler Robert R.	Sex M	Race W	Date of Birth 10-21-51	Place of Birth (City & State) Detroit MI
Street Address N96 W16920 County Line Rd	City Germantown	State WI	ZIP 53022	Home Telephone Number 262-251-4570

(SECTION 2) CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

A FELONY WITHIN THE LAST TEN (10) YEARS?

☐ YES

☒ NO

WITHIN THE LAST FIVE (5) YEARS OF:

a misdemeanor?

☐ YES

☒ NO

a statutory violation punishable by forfeiture?

☐ YES

☒ NO

a county or municipal ordinance violation?

☐ YES

☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information:

(SECTION 3) BUSINESS INFORMATION

Business Name Kesslers Diamond Center	Street Address N96 W16920 County Line Rd.	City Germantown	State WI	ZIP 53022	Telephone Number 262-251-4570
Owner's Name Robert R Kessler	Street Address N96 W16920 County Line Rd	City Germantown	State WI	ZIP 53022	Telephone Number 262-251-4570
Business Manager's Name	Street Address	City	State	ZIP	Telephone Number
Building Owner's Name	Street Address	City	State	ZIP	Telephone Number

(Over)

RECEIVED

NOV 24 2014
State of Wisconsin
(WI Stat. 136.7)
OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

LICENSE APPLICATION

for

PAWNBOKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET

CHECK ALL THAT APPLY:

☐ Original application

☒ Renewal

TYPE:

☐ Pawnbroker

☐ Secondhand Jewelry Dealer

☒ Secondhand Article Dealer

☐ Mall/Flea Market

INSTRUCTIONS:

INDIVIDUAL LICENSE – Complete Sections 1, 2, 3 and 6
PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) Kessler Robert R.	Sex M	Race W	Date of Birth 10-24-51	Place of Birth (City & State) Detroit, MI
Street Address N96 W16920 County Line Rd.	City Germantown	State WI	ZIP 53022	Home Telephone Number 262-251-4570

(SECTION 2) CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

A FELONY WITHIN THE LAST TEN (10) YEARS?

☐ YES

☒ NO

WITHIN THE LAST FIVE (5) YEARS OF:

a misdemeanor?

☐ YES

☒ NO

a statutory violation punishable by forfeiture?

☐ YES

☒ NO

a county or municipal ordinance violation?

☐ YES

☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information:

(SECTION 3) BUSINESS INFORMATION

Business Name Kesslers Diamond Center	Street Address N96 W16920 County Line Rd.	City Germantown	State WI	ZIP 53022	Telephone Number 262-251-4570
Owner's Name Robert R. Kessler	Street Address N96 W16920 County Line Rd.	City Germantown	State WI	ZIP 53022	Telephone Number 262-251-4570
Business Manager's Name	Street Address	City	State	ZIP	Telephone Number
Building Owner's Name	Street Address	City	State	ZIP	Telephone Number

(Over)

VII. C

PAID

Department of Agriculture,
Trade and Consumer Protection
CP-121 (TRAC-428), 2/03

State of Wisconsin
(WI Stat. 134.71)

VILLAGE OF GERMANTOWN

LICENSE APPLICATION

for

PAWNBOKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET

CHECK ALL THAT APPLY:

☐ Original application ☒ Renewal

TYPE:

☐ Pawnbroker ☐ Secondhand Jewelry Dealer
☒ Secondhand Article Dealer ☐ Mall/Flea Market

INSTRUCTIONS:

INDIVIDUAL LICENSE – Complete Sections 1, 2, 3 and 6
PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI)		Sex	Race	Date of Birth	Place of Birth (City & State)
Vincent C. Petta		M	W	1/13/56	Mil. WI
Street Address	City	State	ZIP	Home Telephone Number	
N62W15738 Cherry Hill Dr	Meno. Falls	WI	53051	414 807 4512	

(SECTION 2) CONVICTION RECORD

Have you, or any other person listed on this application, been convicted of any of the following:

A FELONY WITHIN THE LAST TEN (10) YEARS? ☐ YES ☒ NO

WITHIN THE LAST FIVE (5) YEARS OF:

a misdemeanor? ☐ YES ☒ NO
a statutory violation punishable by forfeiture? ☐ YES ☒ NO
a county or municipal ordinance violation? ☐ YES ☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction information:

(SECTION 3) BUSINESS INFORMATION

Business Name	Street Address	City	State	ZIP	Telephone Number
White House of Music	N112W16290mcg road	Germentown	WI	53022	262-255-2283
Owner's Name	Street Address	City	State	ZIP	Telephone Number
Chris White	250 E. Laurel Circle	Delafield	WI	53018	262-646-3626
Business Manager's Name	Street Address	City	State	ZIP	Telephone Number
Vince Petta	N62W15738 Cherry Hill Dr	Meno. Falls	WI	53051	414 807-4512
Building Owner's Name	Street Address	City	State	ZIP	Telephone Number

(Over)

VII. D
RECEIVED
NOV 17 2014
OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

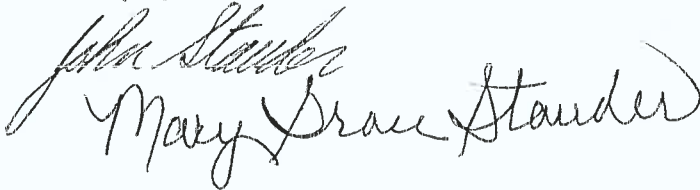
Office of the Village Clerk
N112W17001 Mequon Road
Germantown, Wisconsin 53022

November 13, 2014

Ms Barbara Goeckner:

I want to go on record as being against granting the Animal Fancier's License for Mr. Phil Secker that would allow more than three dogs or three cats or combination thereof on his property. However, I have objected to the license being issued in 2009, 2010, 2011, 2012, and 2013. My objections, in those years, were ignored by the Public Safety Committee, seeing that the license was granted each year. The same will happen this year.

Thank you,

Handwritten signatures of John and Mary Grace Stauder in cursive script.

John and Mary Grace Stauder
W166N10563 Surrey Drive
Germantown, Wisconsin 53022
262-251-9495

cc: Police Chief Hoell
Trustee Jeff Hughes, Public Safety Committee Chair

PAID

NOV 10 2014

VILLAGE OF GERMANTOWN

VILLAGE OF GERMANTOWN
N112 W17001 Mequon Road; P.O. BOX 337
Germantown, WI 53022

APPLICATION FOR ANIMAL FANCIER'S ESTABLISHMENT
Chapter 12.16 of the Municipal Code
Annual Fee: \$25.00

NAME: Phil Secker

ADDRESS: W 167 N10532 Bridle Path

CITY, STATE, ZIP CODE: Germantown WI 53022

Home Phone No. 262-253-3602 Date of Birth: [REDACTED]

Zoning of Property: _____ ** See back of form for Zoning Limitations**

Please Note: Animal Fancier's License will not be issued unless all of the individual cat or dog licenses are paid and issued prior to December 31st.

Purpose of requesting an animal fanciers permit:

To have 6 dogs on our property

Listing of each animal:

NAME DOG / CAT:	MALE/ FEMALE	COLOR	BREED	RABIES TAG NO. & EXPIRATION DATE:
<u>Sadie</u>	<u>F</u>	<u>Tri</u>	<u>Beagle</u>	<u>120556 12-2014</u>
<u>Bella</u>	<u>F</u>	<u>TAN/Blk</u>	<u>Norwegian</u>	<u>100009 12-2014</u>
<u>Ashley</u>	<u>F</u>	<u>Tri</u>	<u>Beagle</u>	<u>120502 12-2014</u>
<u>Bracie</u>	<u>F</u>	<u>Tri</u>	<u>Beagle</u>	<u>100513 12-2014</u>
<u>Buddy</u>	<u>M</u>	<u>Tri</u>	<u>Beagle</u>	<u>140369 7-2017</u>
<u>Frenchie</u>	<u>F</u>	<u>Tri</u>	<u>Beagle</u>	<u>130406 12-2014</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If there are more animals, attach a separate sheet or use the back of this form giving required information. Also, attach a copy of the plot plan showing dog runs, etc., if applicable.

NAME OF VETERINARIAN: Betsy Miller
ADDRESS: 3336 County Rd K
CITY, STATE, ZIP CODE: Hartford W
PHONE NO.: 262-673-5355

Chris P. Secker
Signature of Owner

11-10-14
Date

PERMIT NO. _____ DATE ISSUED: _____

****See back of form for Zoning Limitations****

GERMANTOWN POLICE DEPARTMENT

MEMORANDUM

TO: Timmerly Tamborino
Deputy Clerk

FROM: Michael Snow *MS 11-20-14*
Captain of Police

DATE: November 20, 2014

SUBJECT: ANIMAL FANCIER LICENSE RENEWALS

The Germantown Police Department has no objections for the current 2014 Animal Fancier's Licenses to be renewed for 2015 for the following:

- Mary G. Best
- Arnold & Kathleen Henning
- Julie Petersen
- Mr. & Mrs. Richard Meinburg
- Lynn & Joseph Olenik
- Kailas & Becky Rao
- Phil Secker
- Maureen Shaughnessy

VII. E

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI
Fire Department

MEETING DATE: December, 2014

AGENDA ITEM: New Business

ITEM TITLE: Approval to Pay P.O. 31817 for the amount of #3950.03 Repair to Unit 1771 (Ladder Truck)

SUBMITTED BY: Chief Gary L. Weiss

SUMMARY EXPLANATION:

Truck 1771, went in for some repair work to the transmission, during the repair it was found to need additional work. Total cost was \$3950.03. This is within the line item in the budget (10-522-530-500)

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER_X___

Copy of Invoice and PO

RECOMMENDATION:

The Fire Department request approve to pay this invoice as the cost was above the Village Administrator's approval amount but below requiring full Village Board approval.

Village of Germantown

Village Hall
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022

P.O. No.

31817

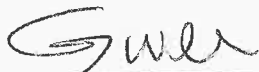
Please enter our order for goods listed below, and notify us immediately if you are unable to ship completed order by date required.

TO	Inland Power Group 13015 W. Custer Ave. Butler, WI
Ship to	Germantown Fire Dept. N115 W18752 Edison Dr. Germantown, WI 53022

DATE	11/3/2014
DEPARTMENT	Fire
PHONE #	262-502-4701
DATE REQUIRED	ASAP
SHIP VIA	Choose an item.
ROUTING	Click here to enter text.
TERMS	Net 30

	Ord.	Rcd.	Description	Unit Price	Total	DP	Acct #
1	1	1	Repairs to unit 1771 per invoice 1453252-00	\$3950.03	\$3950.03		10-522-530-5500
2			***Confirming***				
3							
4							
5							
6							
7							

Our order number must appear on all papers and packages relative to this order



Purchasing Agent	Date Received	Received By
------------------	---------------	-------------

PURCHASE ORDER



*13015 W. Custer Ave - Butler, WI 53007

Remit To:
Inland Power Group
PO Box 68-9633
Chicago, IL 60695-9633
www.inlandpowergroup.com
Email: creditdepartment@inlandpowergroup.com

INVOICE

Invoice	1453252-00
Repair Order	144054-000
Purchase Order	FIRE 1771
Customer #	10015980
Terms	NET 30
Currency	USD
Invoice Date	10/28/14
Contact	
Phone	
Service Advisor	

Bill To	VILLAGE OF GERMANTOWN N122 W17177 FOND DU LAC AVENUE GERMANTOWN WI 53022
----------------	---

Ship To	VILLAGE OF GERMANTOWN N122 W17177 FOND DU LAC AVENUE GERMANTOWN WI, 53022
----------------	--

VIN: 4PICTO2S81A001046

Make/Model: PI/DASH 2000

Trans Assy:

Fleet/Trk: 1771

Miles/Hours: 23712

Delivery Date:

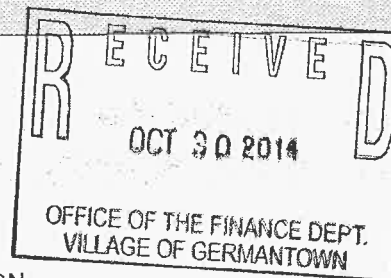
Item #: 1
Description: AL

Serial #: 6610070614

Manufacturer:
Model #:

Complaint: RETARDER POOR PERFORMANCE. 2000 PIERCE LADDER TRUCK

Cause: 1) RETARDER SPRING PIN BROKEN
2) ACCUMULATOR LEAKING OIL INTO AIR SIDE. (SEALS WORN)
3) OUTPUT SEAL LEAKING



Correction: ROAD TESTED TRUCK AND CHECK OUT. EVERYTHING LOOKED GOOD ON LAPTOP. BRING IN SHOP AND PUT RIGS OUT AND RAISED CAB. REMOVED RETARDER CONTROL MODULE AND ACCUMULATOR. REBUILT/REPAIR BOTH AS REQUIRED. REINSTALLED. REMOVED DRIVESHAFT AND OUTPUT YOKE. INSTALLED NEW SEAL AND SPEEDI SLEEVE ON YOKE. REINSTALLED. TOP OFF FLUID AND ROAD TESTED. RETARDER WORKING MUCH BETTER NOW.

Ln#	Product And Description	Quantity Ordered	Unit Price	Amount (Net)
1	29552765 SEAL ASSY. - OU	1.00	58.06	58.06
2	29535219 BOLT-HEX, CLASS	1.00	3.55	3.55
3	29512875 O-RING	1.00	1.15	1.15
4	29511444 PACKING- O RING	1.00	7.13	7.13
5	29555434 VALVE ASSEMBLY-	1.00	304.35	304.35
8	CHF 99473 SLEEVE	1.00	69.65	69.65

** 13015 West Custer Avenue - Butler, WI 53007 **
(262) 781-7100, (800) 236-6667

** 3736 11th Street - Rockford, IL 61109 **
(815) 229-1028

** 210 Alexandra Way - Carol Stream, IL 60188 **
(630) 871-1111, (800) 236-9559

** 600 Industrial Park Drive - Iron Mountain, MI 49801 **
(906) 774-9706, (800) 562-9250

** 1645 Fort Howard Avenue - DePere, WI 54115 **
(920) 983-9653

** 2601 East 15th Avenue - Gary, IN 46402 **
(219) 883-0421, (800) 616-8371



INVOICE

Invoice	1453252-00
Repair Order	144054-000
Customer	VILLAGE OF GERMANTOWN

*13015 W. Custer Ave - Butler, WI 53007

Ln#	Product And Description		Quantity Ordered	Unit Price	Amount (Net)
10	29538461 SPRING-COMPRESS	000	1.00	4.65	4.65
11	29507891 GASKET- CHANNEL	000	1.00	2.97	2.97
12	29511062 GASKET- SOLENOI	000	1.00	1.90	1.90
13	23015806 SEAL-O-RING	000	4.00	2.40	9.60
14	29537373 SOLENOID ASSY.R	000	1.00	102.19	102.19
15	29512744 GASKET, SEP PLA	000	2.00	5.62	11.24
18	29534491 BOLT	000	4.00	22.42	89.68
19	29534489 SEAL-END CAP	000	2.00	34.07	68.14
20	29527008 SEAL-LIP	000	2.00	113.67	227.34
21	29527009 RING	000	1.00	44.93	44.93
22	9216 CLAMP (13/16*1-1/2)	000	1.00	1.14	1.14
23	27101-CTOT TRANSYND 1 QUART	000	5.00	8.56	42.80
27	LABORALBRS LABOR	000	12.50	110.00	1375.00

Item # 1 Sub Total: 2425.47

Item #: 2
Description: COURTESY INSPECTION

Serial #: L

Manufacturer:
Model #:

Cause: IPG

Correction: INSPECTED

Item # 2 Sub Total: 0.00

Item #: 3
Description: ENGINE LEAK

Serial #: 06R0625170

Manufacturer:
Model #:

Cause: 1) FRONT CRANK SEAL LEAKING
2) POWER STEERING PUMP GASKETS LEAKING
3) TURBO OIL FEED LINE SELAS LEAKING

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*13015 W. Custer Ave - Butler, WI 53007

INVOICE

Invoice	1453252-00
Repair Order	144054-000
Customer	VILLAGE OF GERMANTOWN

Correction: REMOVED AIR PIPE AND FAN, REMOVED BELTS. REMOVED FRONT SEAL AND INSTALLED NEW.
LOWERED CAB AND ROAD TESTED. FOUND MORE LEAKS.
RAISED CAB AND FOUND LEAK AT POWER STEERING AND TURBO FEED LINE. REMOVED BOTH AND RESELED AS REQUIRED.
LOWERED CAB AND ROAD TESTED AGAIN. TOP OFF COOLANT. NO LEAKS.

Ln#	Product And Description	Quantity Ordered	Unit Price	Amount (Net)
9	DDE 23518355 M- SEAL	1.00	54.06	54.06
24	35189183 PWR COOL GAL	2.00	7.69	15.38
25	DDE 05188755 GASKET	1.00	4.92	4.92
26	DDE 08929299 M- GASKET	1.00	8.05	8.05
29	LABORDERS LABOR	12.00	109.00	1308.00

Item # 3 Sub Total: 1390.41

Total: 3815.88
EPA1: 134.15
Sales Tax: 0.00
Invoice Total: 3950.03
Tendered: 0.00
Balance Due: 3950.03

P.O. # 31817

VENDOR #	
ACCT. #	10-522-530-5600
DISC. \$	
APPROVAL	<i>[Signature]</i>

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VII. F

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI
Fire Department

MEETING DATE: December, 2014

AGENDA ITEM: New Business

ITEM TITLE: Approval to develop and or increase inspection fees for fire rescue services.

SUBMITTED BY: Chief Gary L. Weiss

SUMMARY EXPLANATION:

Currently the Fire Department charges \$100.00 for a two hour Sprinkler system hydro test. Other tests we do not charge for although have been asked by several contactors who they should make the check out to. Charging for these services is an industry standard in the area.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER_X____

Proposed charges

RECOMMENDATION:

The Fire Department request approval to move to the Village Board this item

Proposed Charges and/or Fire inspection Fee Increases

Re-Inspection Fees

There shall be a \$75.00 dollar fee for inspections which require a third or more trips to a building or job site by a fire inspector.

After Hours Inspection

An applicant may submit a written request for an after-hours inspection. This request must state the need for an after-hours inspection, the Fire Chief or his designee will have the sole authority to approve the request subject to the availability of the fire inspectors. Any inspection completed outside of normal working hours (Monday thru Friday, 8AM to 4PM) will be charged at a rate of \$100.00 an hour with a two hour minimum.

Additional Charges

Plan Review	\$125.00
Fire Alarm System Test/Acceptance	\$125.00
Fire Alarm Test/Acceptance	\$125.00
Fire Suppression System (Hood or Booth) Test/Acceptance	\$125.00
Private Fire Hydrant Flow Test	\$100.00
Smoke Evacuation System	\$100.00

Permits

Burn Permit-onetime \$25.00 fee for all burn permits. The permit holder can renew the permit (30 day permit) for up to one year. (January to January).

Building Demolition	\$250.00
Tents for Public Assembly >25 people	\$50.00

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: December 1st, 2014

AGENDA ITEM: New Business

ITEM TITLE: Purchase Sights for Rifles

SUBMITTED BY: Chief Peter Hoell 

SUMMARY EXPLANATION:

The Police Department originally budgeted \$24,000 for new rifles in the 2014 budget. We scaled that back to \$18,000 and planned to use funds from the sale of the old rifles to finish the project. We just received a check for \$5770.00 for the sale of old rifles. We would like to purchase 9 EOTEC XPS2 rifle sights for the cost of \$3780.00 from Advantage Police Supply to complete the rifle replacement project. Attached is the quote from Advantage Police Supply.

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER__X__

RECOMMENDATION:

To move forward a positive recommendation to the Village Board for approval to purchase 9 EOTEC XPS2 rifle sights for the price of \$3780.00 from Advantage Police Supply.

ADVANTAGE POLICE SUPPLY INC.

1204 Snowdon Dr.
Oshkosh, WI 54904

Price Quotes

Date	Estimate #
10/30/2014	14-10-56

Name / Address
Germantown Police Department P.O. Box 96 N112 W16877 Mequon Road Germantown, WI 53022-0096

				Product
Item	Description	Qty	Price	Total
XPS2-0	EOTECH XPS2 - Single transverse 123 battery to reduce sight length - Shortened base only requires at most 2 3/4 inch of rail space - Battery cap and latch are eliminated and replaced with a simple O-ring, tethered cap for better sealing	9	420.00	3,780.00
SHIPPING			0.00	0.00
Total				\$3,780.00

Phone #	Fax #	E-mail
920-235-6003	920-233-6952	jewellaps@yahoo.com

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI

MEETING DATE: December 1, 2014

AGENDA ITEM: New Business

ITEM TITLE: UPS System Replacement - Purchase

SUBMITTED BY: Communications Supervisor Lynn Schmidt

SUMMARY EXPLANATION: The 2014 budget includes \$30,000 for the purchase, delivery and installation of a replacement for the existing 16 year old uninterruptable power supply (UPS) System that provides emergency power to our critical communications systems in the event of a major power failure. This system provides failover power to our dispatch computer and radio systems during the start-up time of the generator. Attached please find quotes received for the replacement. I am requesting approval to spend \$28,224.00 for the purchase of the system quoted by US Tech and \$2,390.00 for the labor and materials quoted by B/A Electric. The \$614.00 over budget will be covered from our existing operating budget.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION: . I am requesting approval to make this purchase from US Tech and B/A Electric for \$30,000.00.



U.S. Tech, Inc.
P.O. Box 152, Franklin Lakes, NJ 07417
Phone: 800-783-8187 Fax: 800-878-4876
www.ustechinc.com

August 20, 2014
Quotation # G082014-1-C
Revised November 4, 2014

EMAIL TRANSMISSION
Phone: 262 502 3598
sanderson@village.germantown.wi.us

TO: Scott Anderson
Village of Germantown
N122 W16877 Mequan Road
Germantown, WI 53022

RE: Replacement for Ferrups 10kVA UPS, Serial # FE10K03794

QUOTATION

QTY	Description	Total
1	Eaton 9170+ UPS 18kVA including (1) 12-slot cabinet, (6) power modules and (12) battery modules, hardwired in and out, expandable to 18kVA, 60.7"H x 24.0"W x 28.5" D, 658lbs.	\$10,719.00
1	9170+ 12-Slot External Battery Cabinet	\$1,446.00
1	Eaton 9170+ 3kVA Power Module to provide N+1 Redundancy for the 12kVA UPS	\$1,085.00
22	Battery modules to provide 30.5 minutes full load runtime/75 minutes of half-load runtime @ \$183 each	\$4,026.00
1	Connect UPS-BD SNMP/WEB card	\$239.00
1	External Battery Cabinet Connection Option	\$144.00
1	Wall-mounted Make-Before-Break Maintenance Bypass Module	\$960.00
1	Scheduled UPS/Battery Cabinet Assembly Service, 24x7 (does NOT include installation)	\$568.00
1	Onsite single phase startup 24x7	\$1,020.00
1	Two-year onsite upgrade to limited factory warranty for UPS & External Batteries, 24x7 8-hour response	\$1,643.00
1	Three-year Flex UPS onsite service, 7x24 8-hr. response. <i>When combined with above two-year upgrade, this service plan will provide five years of coverage including failed battery replacement. The battery replacement feature will continue as long as a valid contract is maintained.</i>	\$5,955.00
1	Eaton Single Phase UPS eNotify Coverage for 3 years	\$419.0
TOTAL		\$28,224.00

TERMS OF SALE: Net 30 days from date of invoice. Prices shown are valid for 30 days. FOB Destination. Pricing includes freight, but excludes, installation and sales tax unless otherwise quoted.

NOTE: Applicable sales tax will be charged and payable unless a valid tax exemption certificate is provided with purchase order.

Sincerely,

Sandy Bonfiglio
Direct: (845) 566 0443
Sandy.bonfiglio@ustechinc.com

Proposal

Page No. 1

of 1

pages

B/A Electric
P.O. Box 193
Germantown, WI. 53022
(262) 251-4904
a subsidiary of KRB, Ltd.

PROPOSAL SUBMITTED TO Village of Germantown		PHONE 414.915.1663	DATE 10/16/14
STREET N112 W17001 Mequon Rd.		JOB NAME New UPS System	
CITY, STATE AND ZIP CODE Germantown, WI 53022		JOB LOCATION G.T. Police Dept.	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:
Installation of the following to include:

- 1) Remove wiring from existing UPS System.
- 2) Wire new 120/208V circuit to new UPS system providing proper incoming overcurrent protection.
- 3) Install proper overcurrent protection on the secondary circuit breaker panel.

Thank You

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
Two Thousand, Three Hundred Ninety and NO/100ths _____ dollars (\$ 2,390.00)

Payment to be made as follows:

A FINANCE CHARGE OF 1.5% Due within Thirty (30) Days Of Billing.
PER MONTH (18% PER YEAR)
WILL BE CHARGED ON PAST DUE
ACCOUNTS OVER 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Bae Schaeffler

Note: This Proposal may be withdrawn by us if not accepted within Thirty (30) days

As required by the Wisconsin Construction Lien Law, Builder hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Builder, are those who contract directly with the Buyer or those who give the buyer notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Buyer will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the Buyer and his lender, if any, to see that all potential lien claimants are duly paid.



CORE POWER AND ENVIRONMENT

625 Clark Ave, Suite 12
King of Prussia, PA 19406
Phone: 610-337-7650
Fax: 610-337-7655
sales@corepowerinc.com
www.corepowerinc.com

November 13, 2014

Scott Anderson
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Proposal Number:
MM102814 Rev.1

Reference: Eaton 9170+ 12kVA UPS System for your UPS Replacement project.

Dear Scott:

Thank you for the opportunity to submit this proposal for a standard Eaton Uninterruptible Power System for your review and consideration. The following are some of the user benefits in selecting Eaton.

- **ISO 9001 Certification** - An internationally recognized standard of world class quality. Eaton has met the ISO 9001 requirements for quality assurance in design/development, production, installation, and service.
- **On-line UPS Technology** – On-line UPS protect against all types of power problems and continuously use the inverter to create 100% new, clean regulated AC power for your systems. Brownouts, spikes and surges are isolated from your equipment by the on-line double conversion design.
- **Reliability** – The Eaton 9170 features N+X redundancy for both power and logic, eliminating the potential system level single point of failure that competitive models have by having the unit logic reside in the framework.
- **Scalable** – The Eaton 9170 is easily adapted to changing IT environments by simply adding power and/or battery modules.
- **Computer Room Capability** - The Eaton 9170 is the only UPS designed totally for installation into the computer room facilities. These units also have field upgradeable capabilities.
- **Flexible Communications** - The Eaton 9170 UPS comes complete with Eaton's Software Suite of products, which provides monitoring, management, and optional shutdown capabilities over your network. Connectivity options are available to suit nearly any communication requirement, from standard serial communications to secure remote monitoring over the web.
- **Sealed Maintenance Free Battery** - The stored energy for blackout protection is provided by a battery pack which is an integral part of the UPS System.
- **Pick - Up and Exchange** -- A toll free number is provided for pickup and exchange support. Replacement UPS delivered to your location by overnight carrier. Defective UPS picked up from your location following installation of the replacement unit.

Manufacturer's Representative for



- (1) **Eaton 9170+ 12 Slot Enclosure**
 System Output Rating: 12 kVA N+1
 Scalable to: 18kVA
 Input voltage: 208/120 volts, single phase, 3 wire plus ground
 Output voltage: 208/120 volts, single phase, 3 wire plus ground
 Dimensions: 28.4"D x 24.0"W x 60.7"H; 196 lbs
- Microprocessor controlled logic and diagnostics
 - True on-line design ensures continuous, clean power
 - LCD digital front display
 - RS232 communications port, DB9 contact closures
 - Two Communications slots
 - Hot swappable battery modules and power modules
 - Emergency power off
 - LanSafe V Network Shutdown Software
 - One set of Operator & Maintenance Manuals
 - ConnectUPS SNMP/Web Card (Network Adapter)
 - External Battery Connection
- (5) **Eaton 9170+, 3 kVA Split Phase Power Modules n+1, 60 Hz**
 Output Rating: 3 kVA / Each
- (1) **Eaton 9170+ 12 slot External Battery Enclosure: black**
 Dimensions: 28.5"D x 24.0"W x 60.7"H; 186 lbs
- (26) **Eaton 9170+ Battery Modules (2 per slot)**
 30.5 minutes of run time at full load/ 75 minutes half load
- (1) **Wall Mount Maintenance Bypass (make-before-break)**
 Dimensions: 6.75"D x 14.0"W x 21.0"H; 34 lbs
- (lot) **Onsite 1P UPS Startup 7x24**
- (lot) **2 YR Onsite Upgrade to Factory Warranty 7x24 8hr Response**
 Includes UPS and EBM
- (lot) **3 YR Flex UPS and EBM Onsite Service 7x24 8hr Response**
- (lot) **Eaton Single Phase Enotify Remote Monitoring**
 3 years
- (lot) **Eaton Scheduled System Assembly(not including installation)**
- (lot) **Freight (FOB Factory)**
 Shipped dock-to-dock, off loading and inside delivery by others
 Lift gate delivery available, additional charges will apply

Total (not including sales tax)\$29,065

Optional Adders

- (1) **Eaton 9170+, 3 kVA Split Phase Power Modules, 60 Hz**
Output Rating: 3 kVA / Each

Adder \$1245 ea.....(not including sales tax)

- (1) **Eaton 9170+ Battery Modules (2 per slot/string)**

Adder \$245 ea.....(not including sales tax)

Fabrication Schedule

Submittal Drawing Preparation: Two (2) week after receipt of firm purchase order.

Fabrication Time: Two(2) – Four(4) weeks after receipt of written release for
manufacture and return of approved submittals
Lead times are variable and will be confirmed at time of order

Core Power's standard Terms and Conditions (copy attached) are an integral part of this proposal. Prices quoted herein are firm for thirty (30) days from the date of this proposal. The system is shipped via best way with freight charges prepaid and allowed. The price does not include any applicable taxes, and does not include rigging or installation. Payment terms are net thirty (30) days from equipment ship date with approved credit.

I hope this proposal is consistent with your needs and that you favor us with an order. If you have any questions, please feel free to call me at 610-337-7650 ext.112.

Sincerely,



Matt Makoid
Sales Representative

Agreed to by: _____
Title: _____
Date: _____
Signature: _____



CORE POWER AND ENVIRONMENT

Terms and Conditions of Sale

1) PRICES. All prices herein are firm for equipment ordered within thirty (30) days from the date of this quotation specifying delivery as quoted in this proposal. Otherwise, prices may escalate. Prices stated herein do not include installation, freight, and handling charges unless these items are specifically listed and priced in this proposal. If Core Power, Inc. (Seller) is required to pay or collect any tax, excise, duty or levy, an additional charge will be made therefore and paid by Purchaser unless Seller is furnished with a proper exemption certificate. Prices stated herein are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Seller to Purchaser shall pass to Purchaser upon delivery at the F.O.B. point.

2) PAYMENT. Pro rata payments shall become due as shipments are made. Invoices will be processed on day of shipment. Payment of these invoices is due within thirty (30) days of the invoice date. If shipments are delayed by the Purchaser, payments shall become due on the date when the Company is prepared to make shipment. If the work to be performed hereunder is delayed by the Purchaser, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the Purchaser shall be at the risk and expense of the Purchaser. Payment to Seller shall not be contingent on third party payments to Purchaser. Any payment not made when due shall be subject to an interest charge at the maximum rate permitted by law. Additionally, if any payment is not made when due, Seller reserves the right to refuse to provide any further services until such payment and the applicable interest charge have been received.

Payments can be made via Visa, MasterCard or Discover. Any credit card purchases over \$2,500 will be charged a 4% processing fee.

If the financial condition of the Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment agreed upon, the Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. The rights of the Company under this paragraph are cumulative and in addition to all rights available to the Company at law or in equity.

3) CANCELLATION/TERMINATION/CHANGE. The Purchaser may not cancel or terminate his purchase order without prior written notice to the Seller (Core Power, Inc.) and upon payment of cancellation charges, which shall take into account, among other things, expenses already incurred and commitments made by the Seller. Cancellation charges are as follows: for standard items, cancellation between 61-90 days prior to shipment 25% of the total invoice; between 31-60 days prior to shipment 50% of the total invoice; between 0-30 days prior to shipment, or after order has shipped 100% of the total invoice. (b) 100% of total invoice on all custom aspects of an order. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date.

4) SHIPMENT. Shipment dates are approximate and are based upon receipt of this Agreement. If drawings are required for approval before Seller is authorized to proceed with manufacture, then shipment estimates are after receipt of written approval to proceed. If the Purchaser cannot accept delivery of equipment, he will arrange for storage. Seller shall not be liable to or responsible for any damages or loss for delay or default in delivery due to any cause beyond Seller's reasonable control, nor shall Purchaser cancel or have the right to cancel its Purchase Order because of delays or default in delivery due to such causes. Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Core Power, Inc., unless accepted and confirmed in writing by an officer of Core Power, Inc.

5) WARRANTY. Products supplied by Seller are warranted only to the extent of the manufacturer's warranty. Core Power, Inc. provides no additional warranty or other warranties whether statutory, express, or implied (including all warranties of merchantability and fitness for particular purpose and all warranties arising from course of dealing or usage of trade).

6) LIMITATION OF LIABILITY. Anything to the contrary herein contained notwithstanding the Company's liability and that of its contractors and suppliers of any tier, on any claim of any kind including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any equipment covered by or furnished under this contract shall in no case exceed the price allocable to the equipment or unit thereof which gives rise to the claim.

In the furnishing of equipment or any other services of any type, Seller assumes no responsibility for any damage or injury to any persons or property except such damages or injury that may be held to result solely and directly from or out of (a) any grossly negligent performance by Seller of its obligations under this Agreement or, (b) any willful misconduct on the part of Seller, its agents, or employees. Notwithstanding anything in this agreement or otherwise to the contrary, Seller will not be liable for any indirect, incidental, special or consequential damages such as, but not limited to, loss of anticipated profits, goodwill, or other economic loss in connection with or arising out of the existence of, the furnishing, functioning, or the purchaser's use of any item of equipment or services provided for in this Agreement, whether or not the possibility of damage was disclosed to Seller or could have been reasonably foreseen by Seller..

7) GENERAL. This Proposal shall supersede all other proposals by Seller and shall constitute the entire agreement between the parties. No modifications of this document, whether by Purchaser in its Purchase Order or otherwise, shall have any effect or be binding upon Seller if in conflict with the prices, terms and conditions or specifications stated or referred to herein unless expressly agreed to and confirmed in writing by an officer of Core Power, Inc. provided, however, that under no circumstances shall Seller's disclaimer of liability for indirect, incidental, special, or consequential damages, as set forth above, be modified, altered, or amended.

THIS PROPOSAL MUST BE INCLUDED IN ANY PURCHASE ORDER ISSUED BY PURCHASER, BY REFERENCE TO QUOTATION NUMBER, IN ORDER FOR THE ORDER TO BE ACCEPTED BY SELLER, AND FOR THE WARRANTY TO APPLY.