#### AGENDA

Hartsville-Trousdale Water & Sewer Utility District of Hartsville/Trousdale County, Tennessee

### DATE AND TIME

January 28, 2020 at 5:00 pm

### PLACE OF MEETING

County Administration Building
Mayor's Office
328 Broadway
Hartsville, TN

### **ORDER OF BUSINESS**

- 1. Roll call and determination of quorum.
- 2. Approval of December 2019 minutes.
- 3. Approval of December 2019 Financial reports.
- 4. Katrin Dobbs compliant concerning no notice for disconnection of services for non-payment.
- 5. Water Loss Report.
- 6. Engineering Report Evan White Mid-Tenn. Engineering
- 7. General Manager Report:
  - Approval for emergency purchase of a 200 KW generator located at the Main Sewer Lift Station in the amount of \$ 46,600.00.
- 8. Public Comments
- 9. Board Members Comments
- 10. Adjournment

# December 17, 2019 Hartsville-Trousdale County Water & Sewer Utility District Meeting of Board of Commissioners

The meeting of the Hartsville-Trousdale County Water & Sewer Utility District Board of Commissioners was held Tuesday Dec 17, 2019 at 5:00pm in the County Administration Building.

Board members present were Mark Beeler, Stephen Chambers, Todd Webber, Craig Moreland, Mark White and Dwight Jewell. Others present were Evan White, Mid Tenn. Engineering, Ken Buckmaster, Chris Gregory, Tommy McFarland, and Mary Dale Welch.

The meeting was called to order by Chairman Mark Beeler.

The minutes of the November meeting were approved on a motion made by Todd Webber and seconded by Mark White.

The financial reports for November were discussed and a request was made to let the Board know how much of the water sales increase was due from the Trousdale Turner facility. The reports were approved on a motion made by Dwight Jewell and seconded by Stephen Chambers.

Sealed bids for a certificate of deposit were opened by Chairman Mark Beeler. Citizens Bank quoted 1 year at 2.1369%, 2 years at 2.187%, and 3 years at 2.2385%. Wilson Bank quoted 1 year at 1%, 2 years at 1.2% and 3 year at 1.35%, for both banks the same quotes were for 500,000 and 1,000,000.00. Mark White made a motion to accept the Citizens Bank bid for 3 years 1m. There was no second to the motion. The motion died. After discussion Stephen Chambers made a motion to accept the Citizens Bank quote for 2 years on 1,000,000. Dwight Jewell seconded the motion. The motion was passed.

Tommy McFarland presented to the Board an updated ordinance that clarifies the duties of the board. After discussion Craig Moreland made a motion to accept the ordinance with a change to item h to state that the budget is due according to the statute the county falls under.

Tommy presented to the Board 2 policies, one concerning Fire Sprinklers and the other concerning Fire Hydrants. A discussion concerning the maintenance of the fire hydrants followed. The Board would like for the hydrants to be flow tested once a year, color coded, and located with GPS coordinates.

Dwight Jewell made a motion to accept the Fire Sprinkler policy. Craig Moreland seconded the motion. Mark White made a motion to accept the Fire Hydrant Policy. Craig Moreland seconded the motion. Both policies were passed.

The meeting was adjourned.

Hartsville Trousdale Water and Sewer Budget To Actual: 2019 - 2020 for Accounting Period 12/31/2019

Account Number	Account Description		Budget	1	12 Month Ave.	Bu	<b>Budget Period</b>		YTD Actual		Variance
204-43190	OTHER GEN SERV- SEWER/CON	\$	715,028.51	\$	59,585.71	\$	357,514.26		\$488,758.58	\$	(131,244.33)
204-43191	WATER SALES	\$ 1	\$ 1,979,845.13	\$	164,987.09	ş	989,922.57	₩.	\$1,148,832.99	Ş	(158,910.43)
204-43193	WATER TAP SALES	\$	161,472.03	\$	13,456.00	ş	80,736.02		\$88,050.00	\$	(7,313.99)
204-43194	SERVICE CHARGES	\$	66,005.50	<>	5,500.46	<b>⊹</b>	33,002.75		\$81,181.31	Ş	(48,178.56)
204-44110	INVESTMENT INCOME	\$	25,659.51	\$	2,138.29	\$	12,829.76		\$18,371.85	\$	(5,542.10)
204-44120	LEASE/RENTALS - CITY	s	7,200.00	\$	00.009	\$	3,600.00		\$3,000.00	\$	600.00
204-49700	INSURANCE RECOVERY	\$		\$	•	\$	ı	\$	ř	\$	ı
204-47590	OTHER FED THRU STATE(GRANT - SEWER	\$	Ī	\$		\$	,		\$244,392.12	\$	(244,392.12)
Revenue Total	With Grants	\$ 2	2,955,210.68	\$	246,267.56	\$	1,477,605.34	\$	2,072,586.85	\$	(594,981.51)
Revenue Total	Without Grants	\$ 2	\$ 2,955,210.68 \$ 246,267.56	\$	246,267.56	s	\$ 1,477,605.34 \$ 1,828,194.73	s	1,828,194.73	ş	(351,189.39)
Expense Total		\$ 2	\$ 2,806,382.39	\$	\$ 233,865.20	s	\$ 1,403,191.20		1,455,997.26	\$	(52,806.06)
			2								
Total Public Utilities		\$	148,828.29	₩.	12,402.36	⋄	74,414.14	s,	616,589.59	\$	(542,175.45)

42.35%

25.56%

## Hartsville Trousdale Water and Sewer Balance Sheet: 2019 - 2020 For the Period Ending 12/31/2019

#### **PUBLIC UTILITIES**

Total

**PUBLIC UTILITIES** 

PODEIC OTILITIES				<u></u>
Account Number	Account Description	Debit	Credit	=
Assets				=
204-11120-000-0	CASH ON HAND	\$400.00	\$0.00	=
204-11130-000-0	CASH WBT550167	\$140,751.43	\$0.00	
204-11130-000-1	CB CD MATURITY 12/18/2021 2.1877%	\$1,000,000.00	\$0.00	
204-11130-000-2	WBT CD MATURITY APRIL 6 2020 INT 2.66%	\$457,095.21	\$0.00	
204-11130-000-3	CB CD MATURITY 08/06/2023 INT 2.725%	\$537,484.73	\$0.00	
204-11130-000-4	PAYROLL ACCT	\$10,000.00	\$0.00	
204-11130-000-5	MONEY MARKET ACCOUNT	\$1,648,814.36	\$0.00	
204-11170-000-0	VOUCHERS	\$263.83	\$0.00	
204-11410-000-0	ACCOUNT RECEIVABLE CUSTOMER	\$312,166.79	\$0.00	
204-11600-000-0	PREPAID ITEMS	\$39,851.00	\$0.00	
204-12250-000-0	NET PENSION ASSET	\$28,370.00	\$0.00	
204-13200-000-0	LAND	\$408,043.39	\$0.00	
204-13300-000-0	BUILDINGS & IMPROVEMENTS	\$26,000.00	\$0.00	
204-13310-000-0	ACCUMULATED DEPR - BLDGS &	\$0.00	\$10,081.25	
204-13400-000-0	INFRASTRUCTURE	\$28,325,914.63	\$0.00	
204-13410-000-0	ACCUMULATED DEPR -INFRASTR	\$0.00	\$10,270,990.86	
204-13700-000-0	MACHINERY AND EQUIPMENT	\$1,375,209.34	\$0.00	
204-13800-000-0	CONSTRUCTION IN PROGRESS	\$1,375,209.34	\$0.00	
204-13800-000-0	CIP HONEYSUCKLE &141	\$82,789.96		
204-13910-000-0		50 S No. 10	\$0.00	
204-15400-000-0	ALLOWANCE FOR DEPRECIATION	\$0.00	\$978,248.29	
204-15401-000-0	PENSION CHANGES IN ASSUMPTION	\$56,420.00	\$0.00	
\$1.00 mm 1 100 mm 1 1	PENSION CHANGES IN ASSUMPTIN	\$20,646.00	\$0.00	
204-15404-000-0	PENSION CHANGES AFTER MEAS	\$32,843.00	\$0.00	
Total Assets		\$34,638,912.85	\$11,259,320.40	\$23,379,592.45
Liabilities				
204-21100-000-0	ACCOUNTS PAYABLE	ćo.00	Ć04 00F 40	•
		\$0.00	\$91,885.48	
204-21200-000-0 204-21330-000-0	ACCRUED WAGES	\$0.00	\$25,521.70	
204-21342-000-0	RETIREMENT CONTRIBUTIONS	\$0.00	\$5,101.94	
204-21343-000-0	HEALTH INSURANCE AMERICAN GENERAL	\$0.36	\$0.00	
204-21344-000-0		\$0.00	\$117.50	
	DENTAL INS	\$70.68	\$0.00	
204-21345-000-0	AFLAC	\$0.00	\$0.24	
204-21346-000-0	OTHER PR DED	\$0.00	\$0.16	
204-21347-000-0	AMERICAN FIDELITY	\$122.76	\$0.00	
204-21348-000-0	VISION	\$17.04	\$0.00	
204-21395-000-0	ACCRUED LEAVE - CURRENT	\$0.00	\$27,822.12	
204-21500-000-0	DUE TO SOLID WASTE	\$0.00	\$1,202.82	
204-21530-000-0	DUE TO STATE OF TN SALES T	\$0.00	\$14,376.42	
204-21900-000-1	LEAK PROTECTION	\$52.80	\$0.00	
204-21900-000-2	LINE PROTECTION	\$18.50	\$0.00	
204-21951-000-0	CUSTOMER DEPOSIT	\$0.00	\$4,000.00	
204-27200-000-2	REVENUE BNONDS PAYABLE LONG-2	\$0.00	\$3,416,958.68	
204-27200-000-3	REVENUE BNONDS PAYABLE LONG-3	\$0.00	\$1,791,175.53	
204-29980-000-0	PENSION CHANGES IN EXPERIE	\$0.00	\$47,689.00	
204-29982-000-0	PENSION CHANGES IN EXPERIENC	\$0.00	\$6,464.00	
Total Liabilities		\$282.14	\$5,432,315.59	\$5,432,033.45
Equities				
204-39900-000-0	FUND BALANCE	\$0.00	\$17,330,975.41	\$17,330.975.41
Total Equity	5	75.55	, ,	, , , _ , _ , _ , _ , _ , _
Revenues Less Expenditures			\$616,583.59	\$616,583.59
Total Equity			,,,-	\$17,947,559.00
Total Liabilities and Equity				\$23,379,592.45
T.L.I	DUDUG UTU TIFO	404 600 404	40.000.00	

\$34,639,194.99 \$34,639,194.99 \$34,639,194.99

# Hartsville Trousdale Water and Sewer Income Statement: 2019 - 2020 For the Period Ending 12/31/2019

#### **PUBLIC UTILITIES**

Account Number	Account Descriptionr	Estimated Revenue	<b>Activity this Period</b>	Revenue YTD
204-43190-000-1	OTHER GEN SERV- SEWER/CON	\$715,028.51	\$488,752.58	\$488,752.58
204-43191-000-1	WATER SALES	\$1,979,845.13	\$1,148,832.99	\$1,148,832.99
204-43193-000-1	TAP SALES	\$161,472.03	\$88,050.00	\$88,050.00
204-43194-000-1	SERVICE CHARGES	\$66,005.50	\$81,181.31	\$81,181.31
204-44110-000-1	INVESTMENT INCOME	\$25,659.51	\$18,371.85	\$18,371.85
204-44120-000-1	LEASE/RENTALS	\$7,200.00	\$3,000.00	\$3,000.00
204-47590-000-2	OTHER FED THRU STATE(GRANT - SEWER	\$0.00	\$244,392.12	\$244,392.12
Total Fund	PUBLIC UTILITIES	\$2,955,210.68	\$2,072,580.85	\$2,072,580.85

Expenditures				
Account Number	Account Descriptionr	Approp Amount	Activity this Period	Expenditure YT
204-55900-105-1	EMPLOYEE WAGES-SUPERVISOR/ - CITY	\$72,713.06	\$35,694.04	\$35,694.04
204-55900-162-1	EMPLOYEE WAGES-CLERICAL PE - CITY	\$130,247.21	\$57,420.43	\$57,420.43
204-55900-187-1	<b>EMPLOYEE WAGES-OVERTIME PA - CITY</b>	\$43,762.88	\$44,647.53	\$44,647.53
204-55900-188-1	<b>EMPLOYEE WAGES-BONUS PAYME - CITY</b>	\$12,650.01	\$13,100.00	\$13,100.00
204-55900-189-1	<b>EMPLOYEE WAGES-OTHER SALAR - CITY</b>	\$472,378.81	\$235,876.96	\$235,876.96
204-55900-191-1	<b>BOARD AND COMMITTEE MEMBER - CITY</b>	\$1,425.00	\$1,350.00	\$1,350.00
204-55900-196-1	IN-SERVICE TRAINING - CITY	\$5,000.00	\$4,590.00	\$4,590.00
204-55900-201-1	<b>EMPLOYEE BENEFIT SOCIAL SE - CITY</b>	\$55,500.00	\$28,547.28	\$28,547.28
204-55900-204-1	<b>EMPLOYEE BENEFIT STATE RET - CITY</b>	\$36,500.00	\$17,108.82	\$17,108.82
204-55900-207-1	EMPLOYEE BENEFIT MEDICAL I - CITY	\$69,480.00	\$32,942.58	\$32,942.58
204-55900-301-1	ACCOUNTING SERVICES	\$4,070.00	\$0.00	\$0.00
204-55900-307-1	COMMUNICATION - CITY	\$45,729.00	\$12,903.96	\$12,903.96
204-55900-317-1	DATA PROCESSING - CITY	\$23,727.52	\$6,064.25	\$6,064.25
204-55900-320-1	DUES AND MEMBERSHIPS - CITY	\$3,830.99	\$2,430.80	\$2,430.80
204-55900-321-1	ENGINEERING SERVICES	\$10,000.00	\$0.00	\$0.00
204-55900-332-1	LEGAL NOTICES, RECORDING A - CITY	\$6,000.00	\$39.00	\$39.00
204-55900-335-1	MAINTENANCE REPAIR BUILDIN - CITY	\$2,900.00	\$0.00	\$0.00
204-55900-336-1	MAINTENANCE REPAIR EQUIPME - CITY	\$159,890.00	\$62,670.34	\$62,670.34
204-55900-337-1	MAINTENACEREPAIR OFFICE EQ - CITY	\$717.00	\$62.95	\$62.95
204-55900-338-1	MAINTENANCE REPAIR VEHICL - CITY	\$30,000.00	\$5,618.93	\$5,618.93
204-55900-348-1	POSTAL CHARGES - CITY	\$18,000.00	\$6,128.39	\$6,128.39
204-55900-355-1	TRAVEL - CITY	\$1,603.00	\$237.00	\$237.00
204-55900-359-2	DISPOSAL FEES	\$6,500.00	\$2,310.44	\$2,310.44
204-55900-361-1	PERMITS - CITY	\$10,789.91	\$6,616.30	\$6,616.30
204-55900-399-1	OTHER CONTRACTED SERVICES - CITY	\$13,596.75	\$7,914.84	\$7,914.84
204-55900-415-1	ELECTRICITY - CITY	\$287,921.67	\$140,760.30	\$140,760.30
204-55900-425-1	GASOLINE - CITY	\$27,178.83	\$15,048.14	\$15,048.14
204-55900-434-1	NATURAL GAS - CITY	\$7,332.00	\$2,058.37	\$2,058.37
204-55900-435-1	OFFICE SUPPLIES - CITY	\$5,752.49	\$3,416.05	\$3,416.05
204-55900-450-1	TIRES AND TUBES - CITY	\$5,562.25	\$4,988.69	\$4,988.69
204-55900-463-1	TESTING (WATER SAMPLES ETC - CITY	\$30,000.00	\$13,321.68	\$13,321.68
204-55900-468-1	CHEMICALS - CITY	\$145,337.00	\$89,456.50	\$89,456.50
204-55900-499-1	OTHER SUPPLIES AND MATERIA - CITY	\$215,000.00	\$147,992.27	\$147,992.27
204-55900-506-1	LIABILITY INSURANCE - CITY	\$95,991.00	\$38,257.00	\$38,257.00
204-55900-514-1	DEPRECIATION - CITY	\$585,232.01	\$343,500.00	\$343,500.00
204-55900-599-1	OTHER CHARGES - CITY	\$50,000.00	\$20,461.80	\$20,461.80
204-55900-603-1	INTEREST ON LOAN - CITY	\$106,081.00	\$52,461.62	\$52,461.62
204-55900-719-1	OFFICE EQUIPMENT - CITY	\$7,983.00	\$0.00	\$0.00

Total Fund	PUBLIC UTILITIES	\$2,806,382.39	\$1,455,997.26	\$1,455,997.26
		Fund Balance		\$17,330,975.41
		Total Revenues	\$2,072,580.85	\$2,072,580.85
		Less Total Expenditures	\$1,455,997.26	\$1,455,997.26
		Net Income	\$616,583.59	\$616,583.59
		New Fund Balance		\$17,947,559,00

# Hartsville Trousdale Water and Sewer Income Statement: 2019 - 2020 For the Period Ending 12/31/2019

Expenditures

Expenditures							
Account #	Account Description	Approp	Activity this	Expenditure	Encumbrance	Unencumbered	% Exp. &
Account #	Account Description	Amount	Period	YTD	YTD	Balance	Enc.
204-55900-105-1	EMPLOYEE WAGES-SUPERVISOR/ - CITY	\$72,713.06	\$35,694.04	\$35,694.04	\$0.00	\$37,019.02	49.09%
204-55900-162-1	EMPLOYEE WAGES-CLERICAL PE - CITY	\$130,247.21	\$57,420.43	\$57,420.43	\$0.00	\$72,826.78	44.09%
204-55900-187-1	EMPLOYEE WAGES-OVERTIME PA - CITY	\$43,762.88	\$44,647.53	\$44,647.53	\$0.00	(\$884.65)	102.02%
204-55900-188-1	EMPLOYEE WAGES-BONUS PAYME - CITY	\$12,650.01	\$13,100.00	\$13,100.00	\$0.00	(\$449.99)	103.56%
204-55900-189-1	EMPLOYEE WAGES-OTHER SALAR - CITY	\$472,378.81	\$235,876.96	\$235,876.96	\$0.00	\$236,501.85	49.93%
204-55900-191-1	BOARD AND COMMITTEE MEMBER - CITY	\$1,425.00	\$1,350.00	\$1,350.00	\$0.00	\$75.00	94.74%
204-55900-196-1	IN-SERVICE TRAINING - CITY	\$5,000.00	\$4,590.00	\$4,590.00	\$0.00	\$410.00	91.80%
204-55900-201-1	EMPLOYEE BENEFIT SOCIAL SE - CITY	\$55,500.00	\$28,547.28	\$28,547.28	\$0.00	\$26,952.72	51.44%
204-55900-204-1	EMPLOYEE BENEFIT STATE RET - CITY	\$36,500.00	\$17,108.82	\$17,108.82	\$0.00	\$19,391.18	46.87%
204-55900-207-1	EMPLOYEE BENEFIT MEDICAL I - CITY	\$69,480.00	\$32,942.58	\$32,942.58	\$0.00	\$36,537.42	47.41%
204-55900-301-1	ACCOUNTING SERVICES	\$4,070.00	\$0.00	\$0.00	\$0.00	\$4,070.00	0.00%
204-55900-307-1	COMMUNICATION - CITY	\$45,729.00	\$12,903.96	\$12,903.96	\$0.00	\$32,825.04	28.22%
204-55900-317-1	DATA PROCESSING - CITY	\$23,727.52	\$6,064.25	\$6,064.25	\$0.00	\$17,663.27	25.56%
204-55900-320-1	DUES AND MEMBERSHIPS - CITY	\$3,830.99	\$2,430.80	\$2,430.80	\$0.00	\$1,400.19	63.45%
204-55900-321-1	ENGINEERING SERVICES	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
204-55900-332-1	LEGAL NOTICES, RECORDING A - CITY	\$6,000.00	\$39.00	\$39.00	\$0.00	\$5,961.00	0.65%
204-55900-335-1	MAINTENANCE REPAIR BUILDIN - CITY	\$2,900.00	\$0.00	\$0.00	\$0.00	\$2,900.00	0.00%
204-55900-336-1	MAINTENANCE REPAIR EQUIPME - CITY	\$159,890.00	\$62,670.34	\$62,670.34	(\$5,253.49)	\$102,473.15	39.20%
204-55900-337-1	MAINTENACEREPAIR OFFICE EQ - CITY	\$717.00	\$62.95	\$62.95	\$0.00	\$654.05	8.78%
204-55900-338-1	MAINTENANCE REPAIR VEHICL - CITY	\$30,000.00	\$5,618.93	\$5,618.93	\$0.00	\$24,381.07	18.73%
204-55900-348-1	POSTAL CHARGES - CITY	\$18,000.00	\$6,128.39	\$6,128.39	\$0.00	\$11,871.61	34.05%
204-55900-355-1	TRAVEL - CITY	\$1,603.00	\$237.00	\$237.00	\$0.00	\$1,366.00	14.78%
204-55900-359-2	DISPOSAL FEES	\$6,500.00	\$2,310.44	\$2,310.44	\$0.00	\$4,189.56	35.55%
204-55900-361-1	PERMITS - CITY	\$10,789.91	\$6,616.30	\$6,616.30	\$0.00	\$4,173.61	61.32%
204-55900-399-1	OTHER CONTRACTED SERVICES - CITY	\$13,596.75	\$7,914.84	\$7,914.84	\$0.00	\$5,681.91	58.21%
204-55900-415-1	ELECTRICITY - CITY	\$287,921.67	\$140,760.30	\$140,760.30	\$0.00	\$147,161.37	48.89%
204-55900-425-1	GASOLINE - CITY	\$27,178.83	\$15,048.14	\$15,048.14	\$0.00	\$12,130.69	55.37%
204-55900-434-1	NATURAL GAS - CITY	\$7,332.00	\$2,058.37	\$2,058.37	\$0.00	\$5,273.63	28.07%
204-55900-435-1	OFFICE SUPPLIES - CITY	\$5,752.49	\$3,416.05	\$3,416.05	\$713.85	\$1,622.59	59.38%
204-55900-450-1	TIRES AND TUBES - CITY	\$5,562.25	\$4,988.69	\$4,988.69	(\$1,368.00)	\$1,941.56	89.69%
204-55900-463-1	TESTING (WATER SAMPLES ETC - CITY	\$30,000.00	\$13,321.68	\$13,321.68	\$830.00	\$15,848.32	44.41%
204-55900-468-1	CHEMICALS - CITY	\$145,337.00	\$89,456.50	\$89,456.50	(\$2,902.25)	\$58,782.75	61.55%
204-55900-499-1	OTHER SUPPLIES AND MATERIA - CITY	\$215,000.00	\$147,992.27	\$147,992.27	\$9,087.52	\$57,920.21	68.83%
204-55900-506-1	LIABILITY INSURANCE - CITY	\$95,991.00	\$38,257.00	\$38,257.00	\$0.00	\$57,734.00	39.85%
204-55900-514-1	DEPRECIATION - CITY	\$585,232.01	\$343,500.00	\$343,500.00	\$0.00	\$241,732.01	58.69%
204-55900-599-1	OTHER CHARGES - CITY	\$50,000.00	\$20,461.80	\$20,461.80	\$17,161.50	\$12,376.70	40.92%
204-55900-603-1	INTEREST ON LOAN - CITY	\$106,081.00	\$52,461.62	\$52,461.62	\$0.00	\$53,619.38	49.45%
204-55900-719-1	OFFICE EQUIPMENT - CITY	\$7,983.00	\$0.00	\$0.00	\$0.00	\$7,983.00	0.00%

Total Fund	PUBLIC UTILITIES	\$2,806,382.39	\$1,455,997.26	\$1,455,997.26	\$18,269.13	\$1,332,116.00	51.88%
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From: <donotreply@logicssolutions.com>
Date: Wed, Nov 27, 2019, 11:53 AM
Subject: Water Bill Ready To View
To: <tmcfarland1972@gmail.com>

Dear Valued Customer,

Your Hartsville Trousdale Water and Sewer Utility District water bill is now ready to view. You may click the link below to make your payment. Please call our office 615-374-3484 for any questions you may have. Thank you.

Account Number: 50032655.00 95

Amount Due: \$63.32

Due Date: December 10, 2019

Click here to pay

From: <donotreply@logicssolutions.com>

Date: Tue, Jan 7, 2020, 3:12 AM Subject: Water Bill Reminder To: <tmcfarland1972@gmail.com>

Dear Valued Customer.

This is a friendly reminder that we have not received payment for your Hartsville Trousdale Water and Sewer Utility District water bill that is due in a few days. To avoid penalty, please click the link below to make your payment. Please call our office 615-374-3484 for any questions you may have. Thank you.

Account Number: 50032655.00 95

Amount Due: \$39.99

Due Date: January 10, 2020

Click here to pay

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101Y AUG SEP  38.588 36.016 36.566  2.952 3.211 3.866  20.083 22.896 27.156  20.083 22.896 27.156  0.000 0.000 0.000  0.000 0.000 0.000  17.953 12.623 8.908  23.5% 26.5% 26.7%  48.0% 36.4% 25.7%  \$ 10,854.05 \$ 11,835.90 \$ 7,585.  \$ 10,854.05 \$ 11,835.90 \$ 7,585.  \$ 10,854.05 \$ 23,393.52.72 \$ 324,101.  \$ 194,262.66 \$ 211,415.68 \$ 234,101.  \$ 194,262.66 \$ 211,415.68 \$ 234,101.  \$ 20.0830 22.8960 27.1556  20.0830 22.8960 27.1556										
36.016 19.685 3.211 22.896 0.318 0.010 0.0169 0.0169 23.393 12.623 35.0% \$ 13.762.45 \$ 11,835.90 \$ \$ 11,835.90 \$ \$ 81,837.04 \$ \$ 22.8960 22.8960 22.8960 22.8960	2019					20	2020			
38.588   36.016     17.131   19.685     2.952   3.211     20.083   22.896     0.387   0.318     0.006   0.010     0.159   0.169     0.159   0.169     0.159   0.169     17.953   12.623     17.953   12.623     17.953   12.623     23.5%   35.0%     48.0%   36.4%     \$ 14,311.71   \$ 13,762.45     \$ 10,854.05   \$ 11,835.90     \$ 10,854.05   \$ 11,835.90     \$ 10,854.05   \$ 213,762.45     \$ 10,854.05   \$ 213,762.45     \$ 10,854.05   \$ 213,762.45     \$ 20.0830   \$ 22.8960     20.0830   22.8960     20.0830   22.8960     20.0830   22.8960     20.0830   22.8960     20.0830   22.8960     20.0830   22.8960     20.0830   22.8960     20.0830   22.8960     20.0830   22.8960     20.0831	SEP OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	NOL	TOTAL
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20.083 22.896 0.387 0.318 0.006 0.010 0.006 0.010 0.159 0.169 0.000 0.000 0.000 0.000 17.953 12.623 17.953 12.623 17.953 12.623 23.5% 26.5% 23.5% 35.0% 36.4% 48.0% 36.4% \$ 10,854.05 \$ 11,835.90 \$ \$ 10,854.05 \$ 11,835.90 \$ \$ 10,854.05 \$ \$ 11,835.90 \$ \$ 74,263.99 \$ 81,837.04 \$ \$ 20.0830 22.8960 20.0830 22.8960 20.0830 22.8960	3.289 17.158	19.025	16.235							112.5
20.083     22.896       0.387     0.318       0.006     0.010       0.159     0.169       0.000     0.000       POR     20.635     23.393       POR     46.5%     35.0%       38.4%     36.4%       48.0%     36.4%       \$ 14,311.71     \$ 13,762.45       \$ 10,854.05     \$ 11,835.90       \$ 10,854.05     \$ 11,835.90       \$ 74,263.99     \$ 81,837.04       \$ 20.0830     22.8960       20.0830     22.8960       20.0830     22.8960       20.0830     22.8960	3.979	3.966	3.415							21.4
0.387     0.318       0.006     0.010       0.159     0.169       POR     20.635     23.393       ED     17.953     12.623       DR     46.5%     35.0%       A     46.5%     35.0%       A     48.0%     36.4%       \$ 10,854.05     \$ 11,835.90       \$ 10,854.05     \$ 11,835.90       \$ 74,263.99     \$ 81,837.04       \$ 20.0830     22.8960       20.0830     22.8960       20.0830     22.8960       20.0830     22.8960	7.156 21.138	22.991	19.651							133.9
FOR 20.635 0.169  17.953 12.623  17.953 12.623  17.953 12.623  17.953 12.623  17.953 12.623  17.953 12.623  17.953 12.623  17.953 12.623  17.953 12.623  17.953 12.623  23.5% 35.0%  23.5% 36.4%  23.5% 36.4%  23.5% 36.4%  23.5% 36.4%  23.5% 23.5% 36.4%  23.5% 23.5% 36.4%  23.5% 23.5% 36.4%  23.5% 23.5% 36.4%  23.5% 23.5% 23.72.8960  20.0830 22.8960	0.358	0.488	0.564							2.4
FOR 20.635 23.393  ED 17.953 12.623  17.953 12.623  17.953 12.623  17.953 12.623  23.5% 35.0%  48.0% 36.4%  \$ 14,311.71 \$ 13,762.45  \$ 10,854.05 \$ 11,835.90  \$ 74,263.99 \$ 81,837.04  \$ 526,526.65 \$ 293,252.72  20.0830 22.8960  20.0830 22.8960	0.000 0.000	0.000	0.000							0.0
FOR 20.635 23.393  ED 17.953 12.623  3R 46.5% 35.0%  48.0% 36.4%  \$ 14,311.71 \$ 13,762.45  \$ 194,262.66 \$ 211,415.68  \$ 74,263.99 \$ 81,837.04  \$ 5 74,263.99 \$ 81,837.04  \$ 20.0830 22.8960  20.0830 22.8960  20.0830 22.8960	0.181	0.018	0.000							0.7
FOR 20.635 23.393  ED 17.953 12.623  A 46.5% 35.0%  A 8.0% 36.4%  \$ 14,311.71 \$ 13,762.45  \$ 10,854.05 \$ 11,835.90  \$ \$ 10,854.05 \$ 11,835.90  \$ \$ 10,854.05 \$ 213,415.68  \$ \$ 10,854.05 \$ 213,415.68  \$ \$ 20,0830 22.8960  20.0830 22.8960  20.0830 22.8960	0.000 0.000	0.000	0.000							0.0
17.953 12.623 38.915 12.623 18.0% 35.0% 48.0% 36.4% 48.0% 36.4% 48.0% 36.4% 5 14,311.71 \$ 13,762.45 \$ 10,854.05 \$ 11,835.90 \$ 74,263.99 \$ 81,837.04 \$ 20.0830 \$ 22.8960	7.658 21.677	23.497	20.215							137.1
DR         46.5%         35.0%           38.5%         26.5%           48.0%         36.4%           48.0%         36.4%           \$ 14,311.71         \$ 13,762.45           \$ 10,854.05         \$ 11,835.90           \$ 74,263.99         \$ 81,837.04           \$ 268,526.65         \$ 293,252.72           20.0830         22.8960           20.0830         22.8960           38.915         36.321	3.908 14.723	13.075	15.144							82.4
38     23.5%     26.5%       48.0%     36.4%       \$ 14,311.71     \$ 13,762.45       \$ 10,854.05     \$ 11,835.90       \$ 194,262.66     \$ 211,415.68       \$ 74,263.99     \$ 81,837.04       \$ 268,526.65     \$ 293,252.72       20.0830     22.8960       20.0830     36.321       38.915     36.321	40.4%	35.8%	42.8%					110 m		37.5%
\$ 14,311.71 \$ 13,762.45 \$ 10,854.05 \$ 11,835.90 \$ 74,263.99 \$ 81,837.04 \$ 5 74,263.99 \$ 81,837.04 \$ 20.0830 \$ 22.8960 \$ 20.0830 \$ 22.8960 \$ 38.915 \$ 36.321	.6.7% 40.6%	28.9%	29.3%	29.0%	43.5%	47.8%	32.7%	45.8%	23.9%	33.2%
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\$ 74,263.99 \$ 81,837.04 \$ 268,526.65 \$ 293,252.72 \$ 20.0830 \$ 22.8960 FOTAL \$ 20.0830 \$ 22.8960 ED 38,915 36,321	CO CTO 001 \$ 100 071 NG	\$ 104 000 44	00 000 400 4							
\$ 268,526.65 \$ 293,252.72   20.0830   22.8960   TOTAL   20.0830   22.8960   ED   38.915   36.321	-	-	\$ 75 113 64							\$ 1,197,847.73
TAL 20.0830 22.8960 22.8960 38.915 36.321	· S	+	+	. \$	. \$	· •	. \$	. \$	- \$	1,6
TAL 20.0830 22.8960 38.915 36.321	7.1556 21.1375	22.9909	19.6508							133.9139
38.915 36.321		22.9909	19.6508	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	133.9139
	36.876	36 887	35,658	51 013	24 909	6	000			200 200
0.305		0.310	0.300	0.429	0.209	0.000	0.000	0.000	0.000	2.497
38.588 36.016 36.566	36.566 36.400	36.572	35.358	50.584	24.700	0.000	0.000	0.000	0.000	294.785



Nixon Power Services 1515 J P Hennessy Drive La Vergne, TN 37086

P: 615-244-0650 T: 800-766-4966

F: 615-244-D689

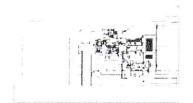
To:

City of Hartsville

From:

Nixon Power Services

#### Generator



#### Kohler Model: 200REOZJF

This diesel generator set equipped with a 4S13X alternator operating at 277/480 volts is rated for 200 kW/250 kVA. Output amperage: 301

#### Standard Features:

- · Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factorybuilt, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- · A one-year limited warranty covers all systems and components. Twoand five-year extended warranties are also available.
- · Tier 3 EPA-certified for Stationary Emergency Applications
- Alternator Protection
- Battery Rack and Cables
- Customer Connection (standard with Decision-Maker 6000 controller
- · Local Emergency Stop Switch
- · Oil Drain Extension

#### Other Features:

- · Kohler designed controllers for one-source system integration and remote communication.
- · The low coolant level shutdown prevents overheating (standard on radiator models only).
- · Integral vibration isolation eliminates the need for under-unit vibration spring isolators.
- · Mount up to two circuit breakers to allow circuit protection of selected priority loads.
- · Kohler designed controllers for one-source system integration and remote communication.
- · The low coolant level shutdown prevents overheating (standard on radiator models only).
- · Integral vibration isolation eliminates the need for under-unit vibration spring isolators
- · Mount up to two circuit breakers to allow circuit protection of selected priority loads.

#### Alternator Features:

- Operation and Installation Literature
- The unique Fast-Response X excitation system delivers excellent voltage response and short circuit capability using a rare-earth, permanent magnet (PM)-excited alternator. (4S13X alternator)
- The brushless, rotating-field alternator has broad range reconnectability.



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Qty Description

1

200REOZJF Generator System

200REOZJF Generator Set including removal of old generator and installing new generator in

Existing enclosure

New Generator Includes the following:

Literature Languages English

Approvals and Listings UL2200 Listing

Engine 200REOZJF,24V,60Hz,4S13X

Nameplate Rating Standby 130C Rise

Voltage 60Hz, 277/480V, Wye, 3Ph, 4W

Alternator 4S13X

Cooling System Unit Mounted Radiator, 50C

Skid and Mounting Skid

Air Intake Standard Duty

Controller APM402

Starting Aids, Installed 1800W,110-120V

Cooling System Acc..Installed Radiator Duct Flange

Electrical Accy..Installed Battery, 2/12V, Wet

Electrical Accy..Installed Battery Charger, 10A

Electrical Accy..Installed Run Relay

Electrical Accy..Installed 2 Input/5 OutputModule

Rating, LCB 1 100% Rated

Amps. LCB 1 400

Trip Type, LCB 1 Electronic, LSI
Interrupt Rating LCB 1 35kA at 480V
Fuel Lines, Installed Flexible Fuel Lines
Miscellaneous Accy.Installed Coolant in Genset

Warranty Standard

Testing, Additional Power Factor Test, 0.8, 3Ph Only

Lit Kit, 200REOZJF, General Maintenance



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#### Clarifications

#### Clarifications

#### RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" period

#### Distributor Startup

A FACTORY TRAINED TECHNICIAN shall perform startup inspection per NFPA 110, 2hr Load Bank Test, 2hr Building Load Test and necessary installation checks and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included, and will be completed during normal Business hours Monday thru Friday 8:00 am to 5:00 pm. We can perform start up after hours and weekends at additional cost.

Owner's Training: Shall be performed at time of start-up. If an additional/separate trip is required, an additional charge based on time and mileage shall apply.

#### Miscellaneous

This proposal includes removal of old generator and installation of new generator in its spot. Includes installing new gen in existing generator's housing. Price subject to change if additional drawings or specification information becomes available.

OFFER TOTAL SELL PRICE: \$46,600.00

Price does not include any applicable taxes.



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#### OFFER ACCEPTANCE

I hereby authorize Nixon Power Services LLC to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0026608240, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed	d by:	Accepted by:	
Company:	Nixon Power Services LLC	Company:	Hartsulle Translate Water SENT
Print Name:	Chip Lynch	Print Name:	Tonny E. McFarland
Title:	Inside Sales Engineer	Title:	Concoul Manager
Signature:		Signature:	Syl Man
Date:		Date:	1-21-2020
		PO Number:	204-3198



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F: 515-244-0689

#### STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

- 1. CONTRACT. These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.
- 2. SERVICE, REPAIR, MAINTENANCE. Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.
- 3. QUOTATIONS AND PUBLISHED PRICES. Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.
- 4. TAXES. Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.
- 5. PAYMENT TERMS. Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.



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- 6. DELIVERY. While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.
- 7. MANUFACTURER'S LIMITED WARRANTY. The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.
- 8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.
- 9. INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES: The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.
- 10. TECHNICAL SUPPORT. It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.
- 11. EXCUSE OF PERFORMANCE. Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.





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- 12. CHANGES. Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.
- 13. CANCELLATION. Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
- 14. DEFAULT. Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.
- 15. BUYER ACCEPTANCE. Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.
- 16. REGULATORY LAWS AND/OR STANDARDS. The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.
- 17. NONASSIGNMENT. No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.
- 18. BILLABLE SERVICES. Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.
- 19. GENERAL PROVISIONS. These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.
- 20. HOURS OF OPERATION. Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the



Nixon Power Services 1815 J P Hennessy Drive La Vergne, TN 37086

P: 615-244-0650 T: 800-766-4966

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normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.
- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.

# CCA CONSUMPTION AND COST REPORT FOR 2018 AND 2020

DATE	WATER	SEWER	TOTAL \$	<b>GALLONS</b>	
Jan-18	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	2,627,445	
Feb	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	2,432,262	
March	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	2,512,232	
April	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	2,727,547	
May	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	2,771,812	
June	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	3,088,538	
July	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	2,812,573	
August	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	3,269,448	
Sept	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	2,547,592	
Oct	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	2,608,547	
Nov	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	4,610,272	
Dec	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	4,690,444	_
			\$ 554,316.00	36,698,712	_
Jan-19	\$ 29,337.25	\$ 29,337.25	\$ 58,674.50	7,001,740	
Feb	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	4,620,028	
March	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	5,476,027	
April	\$ 24,401.71	\$ 24,401.71	\$ 48,803.42	5,823,807	
May	\$ 23,096.50	\$ 23,096.50	\$ 46,193.00	4,951,273	
June	\$ 45,033.62	\$ 45,033.52	\$ 90,067.14	6,134,953	NEW RATES
July	\$ 39,073.79	\$ 39,073.90	\$ 78,147.69	4,712,583	
August	\$ 44,864.43	\$ 44,864.43	\$ 89,728.86	6,094,597	
Sept	\$ 55,734.99	\$ 55,734.99	\$ 111,469.98	8,689,003	
Oct	\$ 32,490.54	\$ 32,490.54	\$ 64,981.08	3,141,403	
Nov	\$ 41,662.70	\$ 41,662.70	\$ 83,325.40	5,330,462	
Dec	\$ 40,835.20	\$ 40,835.20	\$ 81,670.40	5,132,967	
			\$ 845,447.47	67,108,843	