

VILLAGE OF CHATHAM, ILLINOIS

ORDINANCE NO. 08 - 27

**AN ORDINANCE APPROVING BID FOR SUBSTATION
REGULATORS, CONTROLLERS AND RECLOSERS**

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE
OF CHATHAM, ILLINOIS THIS 27TH DAY OF MAY, 2008

Published in pamphlet form by the authority of the President and
Board of Trustees of the Village of Chatham, Sangamon County,
Illinois, this 27th day of May, 2008.

ORDINANCE NO. 08-27

AN ORDINANCE APPROVING BID FOR SUBSTATION REGULATORS, CONTROLLERS AND RECLOSERS

WHEREAS, the Village of Chatham sought and obtained bids for seven single phase Regulating Transformers, Controllers, and two Reclosers for the new substation on Independence Boulevard; and

WHEREAS, the bids were opened and evaluated by Staff and PCI Management Consulting Company and are recommending the bid from Fletcher-Reinhardt Co. for seven Single-phase Voltage Regulators model VR-32, 8 RS-485 Communication Boards, six elevating structures for Regulators, two Type VSA-20A Electronic Three-phase recloser, two Yard-mounted Form 6 controls, Ethernet Fiber Optic/Fiber Optic MTRJ Connections, Ethernet Fiber Optic/Wire MTRH/RJ-45 Connections, Ethernet Wire/Wire RJ-45/RJ-45, Serial Fiber, RS-485 Communication at a price of \$178,498.77

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: That the bid for the above described equipment from Fletcher-Reinhardt Company, per Proposal Numbers BED4845277-02 and 202790030 attached hereto are hereby approved.

SECTION 2: This Ordinance is effective upon its passage and approval.

PASSED THIS 27th DAY OF MAY, 2008



Thomas S. Gray, President Village of Chatham

ATTEST:

Pat Schad, Village Clerk

AYES: 6 HERR SCHATTEMAN BOYLE REYNOLDS M'GRATH KAVANAUGH
NAYS: 0
ABSENT: 0

PASSED: 5/27/08
APPROVED: 5/27/08



Fletcher-Reinhardt Co.

Wholesale Distributor of Electric Utility and Industrial Equipment
3105 Corporate Exchange Court
Bridgeton, MO 63044

Phone 314-506-0700
Fax 314-506-0705
Toll-Free 800-325-4579
www.fr-electric.com

Quotation For:
Village of Chatham
Chatham, Illinois 62629

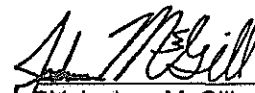
ATTENTION		INQUIRY REFERENCE		DATE	PROPOSAL NO.
Paul Mudroch		Voltage Regulators by CPS		04-24-08	BED4845277-02
ITEM NO.	QUANTITY	DESCRIPTION	NET PRICE EACH	EXTENSION AND/OR DELIVERY	
1.0	7	Per your request we are pleased to offer the following regulators manufactured by Cooper Power Systems in Milwaukee, WI, U.S.A.: Cat # WA350B2006AE Single-Phase Voltage Regulator, pole-mounted, model VR-32, with the following specifications: <ul style="list-style-type: none"> • 656/734 Amp on a 55/65 degree-C rise • 500/560 kVA • 7620 volts 95 kV BIL • CL-6A tank mounted control • Motor Capacitor mounted in control cabinet • Pre-wired for 7200 volt operation • Internal Leads sized for 734 A (12% over 656A) 	\$18,330.11 ea	\$128,310.77 12wks	
2.1	8	ADDERS RS-485 Communication Board	\$350.00 ea	\$2,800.00	
2.3	6	Cat #2042020B03 Elevating Structure for Regulators (16" – 24") height	\$450.00 ea	\$2,700.00	

Notes:

1. See Cooper quote BED4845277-02 attached for a complete description of items quoted above.
2. Any order resulting from this proposal is subject to Cooper Power Systems Standard Terms & Conditions of Sale (copy attached).
3. See drawing B641927001 & B626891 for reference dimensions and electrical requirements.
4. Please address your purchase order to:
Cooper Power Systems
c/o Fletcher-Reinhardt Company
3105 Corporate Exchange Court
Bridgeton MO 63044

Terms: NET 30 DAYS. F.O.B. Factory Freight prepaid and allowed to destination unless otherwise stated on quotation. This proposal will remain in effect for 30 days unless changed in the interim upon written notice. The above prices do not include sales, use, or local taxes unless otherwise noted. Any order resulting from this proposal is subject to Fletcher-Reinhardt Company's Standard Terms and Conditions dated January 1,2000.

OUR THANKS TO YOU FOR THIS OPPORTUNITY TO QUOTE ON YOUR REQUIREMENTS. WE WOULD CERTAINLY APPRECIATE YOUR ORDER AND LOOK FORWARD TO SERVING YOU.


BY Joshua McGill

COOPER POWER SYSTEMS, INC.

STANDARD TERMS AND CONDITIONS OF SALE

General: These Terms and Conditions ("T&C's") of Sale will apply to all sales of goods and services by Cooper Power Systems, Inc., a Delaware corporation ("Seller"), to the purchaser of the goods or services ("Buyer"). **ALL QUOTATIONS, ACKNOWLEDGMENTS AND/OR INVOICES FOR GOODS AND SERVICES ARE SUBJECT TO THESE EXACT T&C'S APPEARING ON THE FACE OR REVERSE SIDE HEREOF AND THE TERMS AND CONDITIONS THAT APPEAR IN SELLER'S CURRENT CATALOG THAT RELATE TO SUCH GOODS AND SERVICES.**

Offer and Acceptance: Seller's quotation or acknowledgment constitutes Seller's offer to sell solely in accordance with these T&C's, and supersedes all previous written and oral quotations, representations and/or agreements. Acceptance can be made by any commercially reasonable means, including Buyer's issuance of an order, acceptance of goods sold or services provided hereunder, acknowledgment or return of Seller's acknowledgment form, or by electronic transmission. Acceptance by Buyer is expressly limited to these T&C's. If Buyer uses its own purchase order or other form to order, such form will be used for convenience only, and will be subject to these T&C's. Any inconsistent or additional terms or conditions contained therein are null and void. Quotations must be accepted within thirty (30) days from date of quotation. All prices quoted are subject to change without notice. Unless prices are bid or quoted as "firm" in writing, Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid or quote and whether notice was received by Buyer. Seller reserves the right to limit the quantity of goods or services purchased by Buyer hereunder, whether by price, time period or otherwise.

Modifications: No salesman or other person is authorized to bind Seller by any agreement, warranty, statement, promise, or understanding not contained herein, and no modifications of these T&C's will be binding on Seller unless approved in writing by an Executive Officer, Marketing Director, or Service Manager of Seller.

Discrepancies in Specifications: Seller's quotation may be based on Seller's interpretation of plans and specifications submitted to Seller by Buyer. In such situations, Buyer will review Seller's quotation both as to quantities and specifications of the material. Buyer will immediately call to Seller's attention any discrepancies between Buyer's specification and Seller's interpretation, so any necessary change can be made. Seller will not be liable to Buyer for any damage resulting from any discrepancies that Buyer fails to call to Seller's attention.

Changes in Specifications: If Buyer desires changes in specifications upon which Seller's quotation is based, such changes will be paid for by Buyer at Seller's applicable rates, and the time for Seller's performance will be extended to cover time lost and/or additional work involved.

Inspection: Any inspection requested by Buyer must be made at Seller's factory prior to shipment. If Buyer discovers any loss or damage to the goods upon delivery, Buyer will immediately demand an inspection report from the carrier that made delivery, regardless of Buyer's opinion as to cause. Buyer will promptly file any loss or damage claim against the carrier.

Risk of Loss: Buyer will assume all risk of loss and damage in transit and will be liable for costs.

Delivery: Unless otherwise agreed by Seller in writing, or specified in Seller's quotation or the catalog section(s) pertaining to the goods, the following delivery terms will apply. Delivery will be made FOB Seller's factory, with transportation arranged by Seller on behalf of Buyer to a designated location in the 48 contiguous states. Such costs will be prepaid by Seller and included in the price of the goods. If Buyer requests transportation in a manner different from that arranged by Seller, Seller will invoice Buyer for such costs. Buyer may request shipment freight collect, except that UPS and parcel post shipments cannot be made freight collect. If Buyer requests UPS or parcel post air, Seller will prepay the freight charges, and invoice Buyer for such costs. Each shipment will constitute a separate sale, and Buyer's failure to take one or more deliveries will not constitute cause for cancellation by Buyer. Unless otherwise agreed by Seller in writing, delivery of shipments destined for Alaska or Hawaii will be made FOB Seller's factory, with transportation arranged by Seller on

behalf of Buyer to a designated West Coast port when such costs are prepaid by Seller and included in the price of the goods.

Transportation from the West Coast port to the final destination will be the responsibility of Buyer. Any and all destination demurrage, detention and/or unloading charges are Buyer's responsibility.

Corrections After Acceptance: After acceptance by Buyer, quotations are subject to change by Seller for correction of clerical errors. Seller will immediately notify Buyer of any such corrections, and Buyer may thereafter revoke acceptance within ten (10) days of receipt of notice of such corrections. Failure of Buyer to revoke its acceptance within such period will constitute acceptance of Seller's changes.

Returns: Material returned for credit or replacement may be accepted by Seller only if a written return authorization and related instructions have previously been obtained by Buyer from Seller's manufacturing location, which may be issued at Seller's sole discretion. Only standard products of current design, regularly carried in Seller's stock, and in saleable condition may be accepted for credit.

Title: Title to and right to possession of (but not risk of loss or damage to) any goods sold hereunder remains with Seller until all payments are made in full by Buyer, and Buyer agrees to do all acts necessary to protect such right and title.

Terms and Payment: Buyer will make payments net thirty (30) days from date of invoice in U.S. Dollars. Any invoices not paid when due will be subject to a late charge at the rate of 1.5% per month or the highest rate allowable by law, if lower. If Seller institutes formal proceedings to collect any past due amounts, Seller may recover all costs associated with the proceedings, including attorney's fees. If shipment is delayed by request of Buyer, and not attributable to Seller or any cause beyond Seller's reasonable control, the goods will be held for Buyer, at Buyer's risk and expense, and Seller will issue an invoice as of the original shipment date. If Buyer is in default for any payments to Seller under any order, Seller may withhold shipment of such order or any other outstanding order. Seller's acceptance of orders and release of shipments will be subject to approval of Seller's Credit Department. If, in the sole judgment of Seller, Buyer's financial condition at any time poses an unacceptable credit risk, Seller may require full or partial payment in advance or cancel any outstanding orders and receive reimbursement for Seller's reasonable cancellation charges. In the event of bankruptcy or insolvency of Buyer, or if any such proceeding is brought by Buyer under any bankruptcy or insolvency laws, Seller may cancel any outstanding orders at any time during the period allowed for filing claims, and Seller will receive reimbursement for its reasonable cancellation charges. The rights of Seller hereunder are cumulative and in addition to all rights available to Seller at law or in equity.

Taxes: Seller's prices do not include sales, use, excise, or other taxes. All such taxes will be paid by Buyer.

Shipment/Force Majeure: Shipment dates are approximate and are computed from the date Seller receives acceptance with complete specifications and/or drawing approvals. Seller will take all reasonable action to maintain the computed shipment dates, but Seller will not be liable for delays in performance or failure to perform in any manner due to causes beyond Seller's reasonable control, including without limitation acts of God, acts of Buyer, or inability to obtain necessary labor, materials, manufacturing facilities, or transportation on the terms in effect at the time Buyer's order is accepted. In such cases, the date of performance will be extended to take into account such causes, and Seller will have the right to renegotiate the terms of all outstanding and future orders or terminate the underlying agreements related thereto in addition to any other appropriate adjustments. All orders are subject to Government Priorities.

Limited Warranty: Seller warrants to Buyer only, that the goods delivered will be free from defects in material or workmanship when used and installed in accordance with Seller's operating instructions. Seller will, if given prompt notice by Buyer, correct, by repair or replacement at Seller's option, any defect that appears under proper and normal use of the purchased goods within one (1) year after date of shipment or within one (1) year after installation of the goods, but not exceeding eighteen (18) months from date of shipment. The

furnishing of warranty repairs or replacement will not extend the original warranty period. Unless otherwise agreed in writing, Seller will not be liable for the following costs relating to the goods to be repaired or replaced: (a) removal; (b) reinstallation; (c) transportation from Buyer's facilities to Seller's facilities; or (d) any other cost incidental to the foregoing. However, Seller will pay for transportation of repaired or replaced goods from Seller's facilities to Buyer's facilities. The liability of Seller under this warranty (except as to title), or for any loss or damage to the goods, whether the claim is based in contract, or at law, or otherwise, will not exceed the cost of correcting defects in the goods as herein provided, and upon the expiration of the warranty period, all of Seller's liability will terminate. This constitutes the exclusive remedy of Buyer and the exclusive liability of Seller. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, OR STATUTORY (EXCEPT AS TO TITLE). SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT WARRANT ANY GOODS MADE BY OTHER MANUFACTURERS.**

Supervision of Installation: Unless otherwise agreed in writing, Seller will have no responsibility for installation of the goods or supervision thereof.

Tests: The conditions of any test of the goods will be agreed in writing, and Seller will be notified of, and may be represented at any such tests.

Protection Against Infringement: In the event any equipment manufactured by Seller is made in accordance with drawings, samples or specifications designated by Buyer, Buyer will defend, indemnify and hold Seller harmless, at its own expense, from any and all damages, costs and expenses (including attorney's fees) relating to any claim that such equipment, or the use thereof, infringes any patents, foreign or domestic. In the event any equipment is designed by Seller, and the equipment has not been modified by Buyer or its customers, Seller agrees to hold Buyer and its customers harmless against any damages awarded by a court of final jurisdiction in any suit for the infringement of any United States patent by reason of the sale or use of such equipment, provided that Seller is notified promptly in writing of any claim or suit and is permitted to assume the full control of the defense against any such claim and Buyer provides assistance (at Seller's expense) for such defense. In case any judgment rendered in such suit becomes final (beyond right of appeal), and where Buyer has complied with the foregoing provisions to Seller's satisfaction, Seller agrees to pay all damages awarded against Buyer. Subject to the above limitations, if Seller agrees to a settlement or is otherwise enjoined from manufacture, use or sale of the equipment (or any part thereof), in a suit in which the equipment is held to infringe (beyond right of appeal), then Seller may, at its own expense, either: (a) procure for Buyer rights to the patent; or (b) modify or replace said equipment with non-infringing equipment accomplishing the same purposes; or (c) withdraw such equipment and refund to Buyer the purchase price thereof. Buyer's remedies for damages resulting from the infringement or claimed infringement of any patent by the equipment are exclusively limited to the provisions of this paragraph.

Exclusivity of Remedy and Limitation of Liability: In the event that Buyer claims that Seller has breached any of its obligations hereunder, Seller may request the return of the goods and tender to Buyer the purchase price paid by Buyer for such goods and in such event, Seller will have no further obligation to Buyer except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, Buyer will return the goods to Seller in accordance with Seller's instructions at Seller's expense. Seller's liability for any claim of any kind (except Protection Against Infringement), whether the claim is based in contract or at law, will not exceed the purchase price of the goods or services furnished, or the portion thereof which gives rise to the claim. **THE REMEDIES PROVIDED FOR IN THIS SECTION AND THE SECTION ENTITLED "LIMITED WARRANTY" CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER THESE T&C'S, WHETHER THE CLAIM IS BASED IN CONTRACT OR AT LAW, INCLUDING CLAIMS BASED ON WARRANTY, OR OTHERWISE. THIS CLAUSE WILL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR**

CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT OR AT LAW. ANY ACTION AGAINST SELLER UNDER THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR OF ACCRUAL OF THE CAUSE OF ACTION.

Special Containers: In the event Buyer purchases goods requiring containers (such as oil barrels, drums, reels, etc.) or tarpaulins or other special covering, Buyer will be invoiced for such containers or covering; however, if agreed in writing at the time of purchase, Seller will refund such amount if Buyer, at Buyer's expense, returns such containers and/or coverings in good condition, within four (4) months from the original shipment date, to a receiving point designated by Seller, and Buyer promptly forwards an invoice or memorandum and necessary shipping documents to Seller.

Assignment: Buyer will not assign this agreement, or any rights therein, without the written consent of Seller. Any such assignments will be void.

Other Laws: Any provisions required to be included in these T&C's by any applicable federal, state or local law, rule, or regulation are incorporated herein. Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any such law or regulation or to acquiesce in a request by a government agency or official thereof, or contingent upon the continuance in effect of such law, regulation or request, may be canceled by Seller upon the expiration or withdrawal of such law, regulation or request, provided, however that Seller, at its option, may complete such order.

Minimum Charge: The minimum billing charge is \$100. Seller requires a minimum \$50 emergency handling charge for all orders that require shipment the same day or next day. Other emergency handling charges will be billed as incurred by Seller.

Standard Package: If Seller's product is published with a standard package quantity, Buyer must order in standard package multiples, unless quantity pricing is listed for the product in Seller's current, published price list.

Cancellation: Upon Seller's written consent, Buyer may cancel acceptance of Seller's offer, in whole or in part, upon fifteen (15) days written notice. However, Seller will assess a cancellation charge that takes into account Seller's costs for the work already performed, including the value of: (a) all services provided by Seller; (b) use of Seller's facilities; (c) material acquired by Seller; (d) any commitments made by Seller; and (e) Seller's lost profits. In no event will Buyer's liability for canceling a purchase order exceed the dollar amount specified on the order. Seller may cancel any outstanding orders or renegotiate the terms of any outstanding or future orders if Buyer is in default of or breaches any provision under these T&C's or if substantial changes occur in the availability to Seller of raw materials or components or in the prices and other terms upon which they are made available.

Waiver: The waiver by Seller of any provision hereof will not constitute: (a) a waiver of any other provision hereof; or (b) a waiver of a subsequent breach of the same provision.

Penalty or Liquidated Damages/Premiums for Early Shipment: Orders from Buyer that include a penalty or liquidated damage clause will not be honored by Seller, unless Seller has specifically accepted the clause in writing. In appropriate cases, Seller may request from Buyer a price premium for shipments made prior to Buyer's requested shipping date.

Governing Law: All matters relating to the interpretation and effect of these T&C's will be governed by the laws of the State of Delaware.

Resolution of Disputes: Any claim or dispute arising in connection with this Agreement which is not settled by Seller and Buyer within sixty (60) days after notice is first given by either party to the other will be finally settled by arbitration under the American Arbitration Association Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over it.

Complete Agreement: The complete agreement between Seller and Buyer is contained herein and in the applicable T&C's that appear in Seller's current catalog, and no additional or different terms or conditions stated by Buyer will be binding upon Seller unless agreed to in writing. No course of dealing or usage of trade will be relevant to supplement or explain any terms used in this agreement.

Bulletin 00-3249 Rev. 3, Effective 07-01-05

Proposal Details

Terms of Sale: FOB Destination-Frt Allowed

Proposal Valid Through: 18-MAY-2008

Payment Terms: Net 30 days from invoice date

Orders are accepted subject to Cooper Power Systems Terms and Conditions of Sale that are included or have been provided previously to the buyer.

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Cooper Power Systems.

Prices quoted are for shipment per lead-time shown on this Cooper Power Systems proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Cooper Product Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Cooper Power Systems web site: www.cooperpower.com/cpi

Cooper is proud to supply the CL-6B control on these regulators. The CL-6B can also be offered in a control replacement assembly (CRA), or a panel replacement assembly (PRA) to upgrade control technologies on Siemens, Howard, General Electric, Allis Chalmers or McGraw-Edison regulators in the field. The latest technologies of the CL-6B control include flash card memory, duty cycle monitoring, time on tap, and digital communications. Please contact your Cooper Power Systems sales representative for details on these after market control options.

Cooper Power Systems recommends for all transformer and regulator applications Envirotemp FR3 dielectric fluid ("FR3") in lieu of naphthenic mineral oil because of FR3's superior biodegradability, firepoint and paper insulation life extension properties. Cooper Power Systems has provided a quote per your current specification, but will quote FR3 as a fluid option if requested.

Item Details

Item Number: 00001

Customer Specification: 3-29-08 & 4-11-8 Emails from Paul Mudroch, Eagle spec# BEL4800201

Outline Drawing: B641927

Nameplate Drawing: B626891 (Drawings are FOR REFERENCE ONLY.)

Quantity	Unit Price	Extended Price
7	\$18330.00 USD	\$128310.00 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 12 weeks ex-factory

Description:

Base Unit Catalog Number	WA350B2006AE
Base Unit Profile	VR-32 Regulator, 7620 V, 500-560 kVA, 656-734 Amp, 60 Hz, Station-mount
BIL	95 kV
Temperature Rise	55/65°C Rise
Cooling Class	ONAN
Fluid	ANSI Type II Mineral Oil
Voltage Connection	Voltage Set for 7200 Volt Operation
Front Panel	CL-6 Control with 1 RCT on Backpanel
Pallet	Standard Shipping Pallet
Stainless Steel (304)	Stainless Steel External Hardware
Bushing Terminals	Bushing Connectors to accept #6-800 MCM Cable (Qty: 3)
Series	Standard Series Arrester
Increased Rating	Internal Leads sized for 734 A, which is 12% over 656 A

PERFORMANCE DATA:	None Requested
-------------------	----------------

LINE ITEM NOTES:

Technical

Spec Section: Communication Options

The CL-6 control has DNP3 and DATA 2179 protocols resident. The addition of an optional Interface Communications Board will provide the physical connection for communications.

The price adder for a Fiber Optic / RS-232 Communications Board is \$350 per unit.

The price adder for a RS-485 Communications Board is \$350 per unit.

Please specify which one is desired on the purchase order.

Ethernet capability is still under development by Cooper. We should be able to offer this in November of 2008.

Cooper Power Systems is pleased to offer as a price adder of \$2383 Envirotemp FR-3 fluid in lieu of ANSI Type II mineral oil.

Item Number: 00001

The price adder for an elevating structure (stand) is \$450 per. Part number is 2042020B03 which is used on regulators with tank diameters ranging from 29" to 36". The structure has an adjustable height range of 16" to 24". This is not included in the price of the regulator and must be entered as a separate item on the purchase order. These are shipped with the regulator but on a separate pallet.

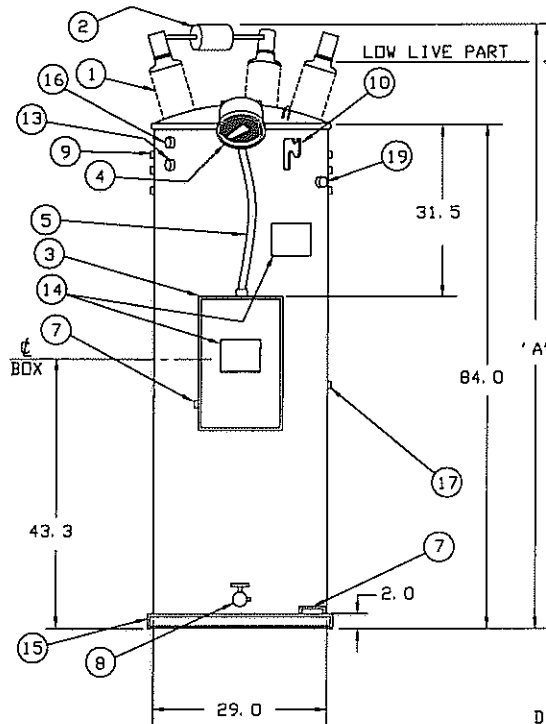
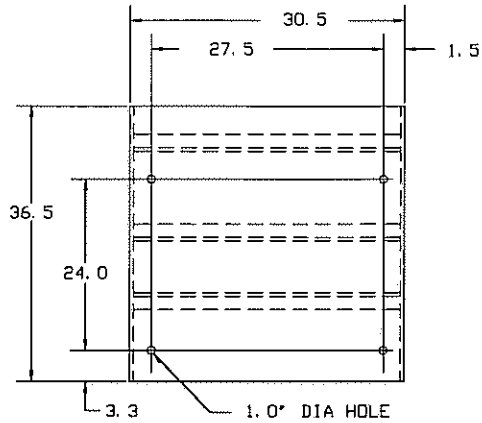
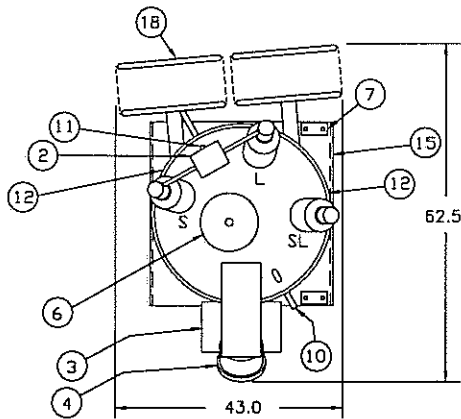
Spec Section: Spare Control Adder

The control replacement assembly (CRA) price adder is \$2070 each which includes the control panel and the entire box while the panel replacement assembly (PRA) is \$1250 each which is just the control panel.

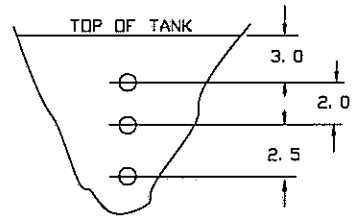
The regulator coil is constructed of thermally-upgraded insulation to permit operation up to 65°C rise without loss of life. At 65°C rise the regulator will provide 12% extra current carrying capacity over the base 55°C current rating.

Spec Section: Reference Drawings

Nameplate and outline drawings are provided with this quote as reference. The actual KVA and current ratings shall be per the values on this quotation.



DETAIL 'C' SUBSTATION BASE



DETAIL 'B' ARRESTER PROVISIONS

CAT. NO. WA350B
 WC350B

CUST. SPEC. - NONE

REGULATOR:
 500/509 KVA 1 PHASE 60 HERTZ 55/65°C RISE
 LOAD AMPS - 656/668
 RATED VOLTAGE - 7620/13200Y
 REGULATION ±10% IN 32 5/8% STEPS
 VOLUME OF OIL: 210 GALLONS
 UNTANKING WEIGHT (LBS) - 2195
 TOTAL WEIGHT (LBS) - 4580
 FINISH: ANSI #70 SKY GRAY
 CONTROL: CL-6
 QUICK DRIVE TAP CHANGER
 SOURCE POTENTIAL TRANSFORMER: YES NO

DIMENSION 'A' 101.5 W/ CLAMP TYPE CONNECTORS FOR #6 AWG STRANDED TO 800 MCM CABLE.
 104.0 W/ 4 HOLE SPADE CONNECTORS.

STK	APPL	REVISION

ACCESSORIES

- BUSHINGS - 15 KV INTERNALLY-CLAMPED PORCELAIN. CREEPAGE DISTANCE 18.38", W/ 1.125"-12 UNF-2A TERMINAL.
- SERIES ARRESTER, 3 KV MOV-TYPE, POLYMER.
- CONTROL ENCLOSURE, LOCKABLE.
- TAP CHANGER POSITION INDICATOR, W/ DRAGHANDS AND REGULATION RANGE LIMIT SWITCHES.
- DISCONNECT TYPE CONTROL CABLE WITH CURRENT TRANSFORMER SHORTING DEVICE.
- 5.5" DIAMETER SERVICE HANDHOLE.
- GROUND PADS, STAINLESS STEEL (2), W/ (2) .50"-13 UNC TAPPED HOLES .75" DEEP, CONTROL CABINET, (1) GRD PAD W/ .50"-13 UNC TAPPED HOLE.
- DRAIN VALVE, BRASS, 1.0" NPT, W/ OIL SAMPLING DEVICE.
- ARRESTER MOUNTING PROVISIONS, (3) .50"-13 UNC TAPPED HOLES .43" DEEP, LOCATED AT EACH BUSHING. SEE DETAIL 'B'.
- LIFTING LUGS, (2), W/ SHIPPING TIEDOWN PROVISIONS.
- UNTANKING LIFTING EYES, (2).
- AUTOMATIC PRESSURE RELIEF VALVE, 4 PSI, W/ SHIELD & PULL RING.
- OIL LEVEL SIGHT GAUGE, BRASS, W/ BALL FLOAT.
- NAMEPLATES, (2)
- SUBSTATION BASE. SEE DETAIL 'C'.
- UPPER FILTER PRESS CONNECTION, 1.0" NPT.
- CABLE SUPPORT (WHEN APPLICABLE), .50"-13 UNC TAPPED HOLE .43" DEEP.
- PLATE-TYPE COOLING RADIATORS.
- THERMOMETER PROVISION.

COOLER Power Systems

DATE: 03-19-04
 DRAWN BY: MJD
 CHECKED BY: MJD
 PART NO: 7620 VOLT
 REGULATOR
 500 KVA
 REV: 03-19-04
 EST: B64138301
 MFG: B641927001
 1 OF 1

DO NOT SCALE
 MUST NOT BE USED IN ANY WAY
 EXCEPT AS SHOWN IN THIS DRAWING
 DIMENSIONS IN INCHES

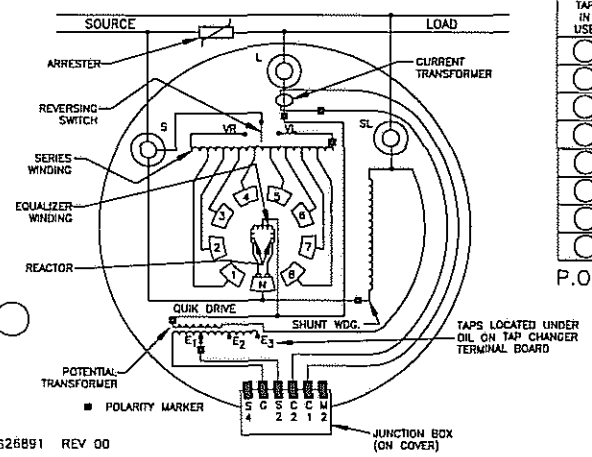
SYN	APPD	REVISION

PAGE 1 OF 1
B626891



SINGLE PHASE STEP VOLTAGE REGULATOR VR-32 55/65°C RISE CLASS ONAN
 KVA 500/509 LOAD AMPS 656/668 60 HZ TYPE A
 RANGE OF REGULATION ±10% 32- $\frac{5}{8}$ % STEPS
 RATED VOLTS 7620/13200Y
 CAT. NO. MFG. DATE
 WDG. SHUNT CU SERIES AL
 KV 95 C.T. RATIO 600:0.2
 MAN. CP SER. TAP CHANGER: QDB

STOCK #
 UNTANKING WEIGHT LBS. TOTAL WEIGHT LBS. GAL. OIL



TAP IN USE	LOAD VOLTS	CONTROL WDG. TAP (TANK)	INTERNAL P.T. RATIO	R.C.T. TAP (CONTROL)	TEST TERMINAL VOLTAGE	OVERALL POT. RATIO
○	8000	E1	60:1	133	120.5	66.5:1
○	7970	E1	60:1	133	120	66.5:1
○	7620	E1	60:1	127	120	63.5:1
○	7200	E1	60:1	120	120	60:1
○	6930	E1	60:1	115	120.5	57.5:1
○	4800	E2	40:1	120	120	40:1
○	4160	E2	40:1	104	120	34.7:1
○	2400	E3	20:1	120	120	20:1

P.O.

WARNING:
 DO NOT BYPASS UNLESS ON NEUTRAL POSITION AND CONTROL SWITCH IS OFF. FAILURE TO DO SO MAY CAUSE DAMAGE TO REGULATOR, RESULTING IN PERSONAL INJURY OR DEATH. READ INSTALLATION AND OPERATING INSTRUCTIONS S225-11-1 AND S225-10-10

LIMIT SWITCH SETTINGS ON POSITION INDICATOR					
REGULATION LIMITED TO ±	5%	6 $\frac{1}{2}$ %	7 $\frac{1}{2}$ %	8 $\frac{1}{2}$ %	10%
% RATED 55°C LOAD AMPS	102*	102*	102*	102*	100

*TAP CHANGER MAX. AMPERE RATING 668 AMPS

626891 REV 00
 FILLED WITH ANSI TYPE II MINERAL OIL THAT CONTAINED LESS THAN 1 PPM PCB AT TIME OF MANUFACTURE.
 MADE IN WAUKESHA WISCONSIN, U.S.A.

MASTER = RG14A6
 SCHEM = VRGQ013A
 VCHART = VTAP08C
 ACHART = LAMP174

CONFIDENTIAL
 MUST NOT BE USED IN ANY WAY DETRIMENTAL TO COOPER POWER SYSTEMS
 DIMENSIONS IN INCHES
 DO NOT SCALE TOLERANCES UNLESS OTHERWISE SPECIFIED
 FINISH PART TOLERANCES - IN INCHES
 ONE PLACE DECIMAL ± .1
 TWO PLACE DECIMAL ± .05
 THREE PLACE DECIMAL ± .03
 FRACTIONAL DIM ± 1/32"
 ANGULAR ± 1°

COOPER Power Systems

NAME: NAMEPLATE
 DESCRIPTION:
 DATE: 03-19-04
 SCALE: 1.5=1
 PAGE: 1 OF 1

Mccord, Del

From: Greg Luri [gluri@pcienergy.com]
Sent: Tuesday, May 27, 2008 4:04 PM
To: Mccord, Del; Shane Hill
Cc: Scott Farley; Paul Mudroch
Subject: RE: Chatham Regulators
Attachments: Chatham Regulator - 656A_rev3.pdf; Chatham - VSA rev1.pdf

Del,

TOTAL 178,498.77

Attached is the Fletcher Reinhardt (Cooper) proposals for the Regulators as requested, to support my 5/13/08 eMail. A new proposal for the 1200A VSA Recloser that was requested only from Fletcher Reinhardt (Cooper) to match those Reclosers currently at the Main Substation. We recommend purchasing the two reclosers needed for the Independence Substation for a total price of \$42,438 from Fletcher Reinhardt (Cooper).

Best Regards,

Greg

From: Greg Luri
Sent: Tuesday, May 13, 2008 2:03 PM
To: 'dmccord@Chathamil.net'; 'shill@Chathamil.net'
Cc: Scott Farley; Paul Mudroch
Subject: FW: Chatham Regulators

Del/Shane,

I have attached a statement received from Cooper to clarify their position regarding the purchase or use of an alternate manufacturer's control with their Regulating Transformer. They will not quote their Regulating Transformer without their control. If the Cooper controller can be accepted, we would recommend the Cooper low bid offering for a Total of \$136,060.77 for the 7-Single Phase Regulating Transformers and 2-Spare Cooper Controllers with a delivery of 12 weeks.

If you prefer the SEL Controllers, GE has finally provided a quotation for their 7-Single Phase Regulating Transformers with SEL controllers and 2-Spare SEL Controllers for a total price of \$139,675 with a delivery of 13 weeks. I estimate this bid will save approximately \$10,000 over the Cooper offering plus the additional SEL Controllers.

If you have any questions, call me on my cell at 630-525-1101.

Best Regards,

Greg

From: Paul Mudroch
Sent: Monday, May 12, 2008 12:42 PM
To: 'McGill.Josh'
Subject: RE: Chatham Regulators

Josh,

In your attached proposal you are indicating a tank mounted controller. Is this consider as an option? The question would be: if any deduct could apply, if the less expensive model of controller could be used and if is not tank mounted ?

Regards,

Paul

From: Paul Mudroch
Sent: Friday, May 09, 2008 3:07 PM
To: Greg Luri; Scott Farley
Subject: FW: Chatham Regulators

Gentlemen,
The warranty statement by Cooper.

Paul

From: McGill.Josh [mailto:josh.mcgill@FR-Electric.com]
Sent: Friday, May 09, 2008 2:59 PM
To: Paul Mudroch
Subject: Chatham Regulators

Paul,

Cooper Power Systems will only quote their VR-32 regulator with a Cooper CL6 series control. They will not offer a quote on a stand alone regulator without a control or a Cooper regulator with another brand of control. If Chatham were to install another manufacture's control on the Cooper regulator, the standard warranty might be affected. Any failure including but not limited to improper programming, installation, or operation of the non-Cooper control would not be covered by Cooper's warranty. Cooper's warranty would still cover the regulator if the failure could be traced back to the regulator hardware.

Pricing on a spare CL6 control is \$2,300 each.

Please let me know if you have any questions.

Joshua R. McGill
Fletcher-Reinhardt Co.
Electrical Engineer
(314) 506-0700
(314) 506-0705 fax
(314) 435-0506 cell



Fletcher-Reinhardt Co.

Wholesale Distributor of Electric Utility and Industrial Equipment
 3105 Corporate Exchange Court
 Bridgeton, MO 63044

Phone 314-506-0700
 Fax 314-506-0705
 Toll-Free 800-325-4579
 www.fr-electric.com

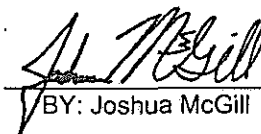
Quotation For:
Village of Chatham C/O PCI

ATTENTION		INQUIRY REFERENCE		DATE	PROPOSAL NO.
Paul Mudroch		Cooper Three Phase VSA Reclosers		05-20-2008	20279030
ITEM No.	QUANTITY	DESCRIPTION	NET PRICE EACH	EXTENSION AND/OR DELIVERY	
1.0	1	We are pleased to offer the following reclosers manufactured by Cooper Power Systems: Cat. # KVS-15-20-1200RCL Type VSA-20A Electronic Three-Phase recloser, 15KV, 110KV BIL, 1200A continuous, 20,000A interrupting <ul style="list-style-type: none"> • KA55VSM3 Three-stage auxiliary switch • KA55VS1 Substation mounting frame • KA55VS4 Control mounting bracket • KA65VS4 Three 1200:5 BCT's on 2,4, & 6 	\$20,704.00	8 Weeks ARO	
1.1	1	Cat. # KME6Y2121-1-1115E Yard-mounted Form 6 control, <ul style="list-style-type: none"> • 1 14-pin control cable • 2 48/125V DC • 1 1 Amp CT • 1 Wye Connected Voltage Input • 1 Mild Steel Cabinet • 3 Standard Domestic Panel • 1 Std 3/5: 12-250VAC/DC • 7 Std No Communications • E English Language • KA1ME10 Control cable, 10' 	Included		
A		Ethernet Fiber Optic/Fiber Optic MTRJ Connections	\$515.00		
B		Ethernet Fiber Optic/Wire MTRJ/RJ-45 Connections	\$478.00		
C		Ethernet Wire/Wire RJ-45/RJ-45 Connections	\$398.00		
D		Serial Fiber	\$248.00		
E		RS-485 Communication	\$175.00		

Notes:

1. See Cooper quote 20279030 attached for a complete description of items quoted above.
2. Any order resulting from this proposal is subject to Cooper Power Systems Standard Terms & Conditions of Sale (copy attached).
3. Please address your purchase order to: Cooper Power Systems
 c/o Fletcher-Reinhardt Company
 3105 Corporate Exchange Court
 Bridgeton MO 63044

Terms: NET 30 DAYS. F.O.B. Factory Freight prepaid and allowed to destination unless otherwise stated on quotation. This proposal will remain in effect for 30 days unless changed in the interim upon written notice. The above prices do not include sales, use, or local taxes unless otherwise noted. Any order resulting from this proposal is subject to Fletcher-Reinhardt Company's Standard Terms and Conditions dated January 1,2000.


 BY: Joshua McGill

OUR THANKS TO YOU FOR THIS OPPORTUNITY TO QUOTE ON YOUR REQUIREMENTS. WE WOULD CERTAINLY APPRECIATE YOUR ORDER AND LOOK FORWARD TO SERVING YOU.

COOPER POWER SYSTEMS, INC.

STANDARD TERMS AND CONDITIONS OF SALE

General: These Terms and Conditions ("T&C's") of Sale will apply to all sales of goods and services by Cooper Power Systems, Inc., a Delaware corporation ("Seller"), to the purchaser of the goods or services ("Buyer"). **ALL QUOTATIONS, ACKNOWLEDGMENTS AND/OR INVOICES FOR GOODS AND SERVICES ARE SUBJECT TO THESE EXACT T&C'S APPEARING ON THE FACE OR REVERSE SIDE HEREOF AND THE TERMS AND CONDITIONS THAT APPEAR IN SELLER'S CURRENT CATALOG THAT RELATE TO SUCH GOODS AND SERVICES.**

Offer and Acceptance: Seller's quotation or acknowledgment constitutes Seller's offer to sell solely in accordance with these T&C's, and supersedes all previous written and oral quotations, representations and/or agreements. Acceptance can be made by any commercially reasonable means, including Buyer's issuance of an order, acceptance of goods sold or services provided hereunder, acknowledgment or return of Seller's acknowledgment form, or by electronic transmission. Acceptance by Buyer is expressly limited to these T&C's. If Buyer uses its own purchase order or other form to order, such form will be used for convenience only, and will be subject to these T&C's. Any inconsistent or additional terms or conditions contained therein are null and void. Quotations must be accepted within thirty (30) days from date of quotation. All prices quoted are subject to change without notice. Unless prices are bid or quoted as "firm" in writing, Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid or quote and whether notice was received by Buyer. Seller reserves the right to limit the quantity of goods or services purchased by Buyer hereunder, whether by price, time period or otherwise.

Modifications: No salesman or other person is authorized to bind Seller by any agreement, warranty, statement, promise, or understanding not contained herein, and no modifications of these T&C's will be binding on Seller unless approved in writing by an Executive Officer, Marketing Director, or Service Manager of Seller.

Discrepancies in Specifications: Seller's quotation may be based on Seller's interpretation of plans and specifications submitted to Seller by Buyer. In such situations, Buyer will review Seller's quotation both as to quantities and specifications of the material. Buyer will immediately call to Seller's attention any discrepancies between Buyer's specification and Seller's interpretation, so any necessary change can be made. Seller will not be liable to Buyer for any damage resulting from any discrepancies that Buyer fails to call to Seller's attention.

Changes in Specifications: If Buyer desires changes in specifications upon which Seller's quotation is based, such changes will be paid for by Buyer at Seller's applicable rates, and the time for Seller's performance will be extended to cover time lost and/or additional work involved.

Inspection: Any inspection requested by Buyer must be made at Seller's factory prior to shipment. If Buyer discovers any loss or damage to the goods upon delivery, Buyer will immediately demand an inspection report from the carrier that made delivery, regardless of Buyer's opinion as to cause. Buyer will promptly file any loss or damage claim against the carrier.

Risk of Loss: Buyer will assume all risk of loss and damage in transit and will be liable for costs.

Delivery: Unless otherwise agreed by Seller in writing, or specified in Seller's quotation or the catalog section(s) pertaining to the goods, the following delivery terms will apply. Delivery will be made FOB Seller's factory, with transportation arranged by Seller on behalf of Buyer to a designated location in the 48 contiguous states. Such costs will be prepaid by Seller and included in the price of the goods. If Buyer requests transportation in a manner different from that arranged by Seller, Seller will invoice Buyer for such costs. Buyer may request shipment freight collect, except that UPS and parcel post shipments cannot be made freight collect. If Buyer requests UPS or parcel post air, Seller will prepay the freight charges, and invoice Buyer for such costs. Each shipment will constitute a separate sale, and Buyer's failure to take one or more deliveries will not constitute cause for cancellation by Buyer. Unless otherwise agreed by Seller in writing, delivery of shipments destined for Alaska or Hawaii will be made FOB Seller's factory, with transportation arranged by Seller on

behalf of Buyer to a designated West Coast port when such costs are prepaid by Seller and included in the price of the goods.

Transportation from the West Coast port to the final destination will be the responsibility of Buyer. Any and all destination demurrage, detention and/or unloading charges are Buyer's responsibility.

Corrections After Acceptance: After acceptance by Buyer, quotations are subject to change by Seller for correction of clerical errors. Seller will immediately notify Buyer of any such corrections, and Buyer may thereafter revoke acceptance within ten (10) days of receipt of notice of such corrections. Failure of Buyer to revoke its acceptance within such period will constitute acceptance of Seller's changes.

Returns: Material returned for credit or replacement may be accepted by Seller only if a written return authorization and related instructions have previously been obtained by Buyer from Seller's manufacturing location, which may be issued at Seller's sole discretion. Only standard products of current design, regularly carried in Seller's stock, and in saleable condition may be accepted for credit.

Title: Title to and right to possession of (but not risk of loss or damage to) any goods sold hereunder remains with Seller until all payments are made in full by Buyer, and Buyer agrees to do all acts necessary to protect such right and title.

Terms and Payment: Buyer will make payments net thirty (30) days from date of invoice in U.S. Dollars. Any invoices not paid when due will be subject to a late charge at the rate of 1.5% per month or the highest rate allowable by law, if lower. If Seller institutes formal proceedings to collect any past due amounts, Seller may recover all costs associated with the proceedings, including attorney's fees. If shipment is delayed by request of Buyer, and not attributable to Seller or any cause beyond Seller's reasonable control, the goods will be held for Buyer, at Buyer's risk and expense, and Seller will issue an invoice as of the original shipment date. If Buyer is in default for any payments to Seller under any order, Seller may withhold shipment of such order or any other outstanding order. Seller's acceptance of orders and release of shipments will be subject to approval of Seller's Credit Department. If, in the sole judgment of Seller, Buyer's financial condition at any time poses an unacceptable credit risk, Seller may require full or partial payment in advance or cancel any outstanding orders and receive reimbursement for Seller's reasonable cancellation charges. In the event of bankruptcy or insolvency of Buyer, or if any such proceeding is brought by Buyer under any bankruptcy or insolvency laws, Seller may cancel any outstanding orders at any time during the period allowed for filing claims, and Seller will receive reimbursement for its reasonable cancellation charges. The rights of Seller hereunder are cumulative and in addition to all rights available to Seller at law or in equity.

Taxes: Seller's prices do not include sales, use, excise, or other taxes. All such taxes will be paid by Buyer.

Shipment/Force Majeure: Shipment dates are approximate and are computed from the date Seller receives acceptance with complete specifications and/or drawing approvals. Seller will take all reasonable action to maintain the computed shipment dates, but Seller will not be liable for delays in performance or failure to perform in any manner due to causes beyond Seller's reasonable control, including without limitation acts of God, acts of Buyer, or inability to obtain necessary labor, materials, manufacturing facilities, or transportation on the terms in effect at the time Buyer's order is accepted. In such cases, the date of performance will be extended to take into account such causes, and Seller will have the right to renegotiate the terms of all outstanding and future orders or terminate the underlying agreements related thereto in addition to any other appropriate adjustments. All orders are subject to Government Priorities.

Limited Warranty: Seller warrants to Buyer only, that the goods delivered will be free from defects in material or workmanship when used and installed in accordance with Seller's operating instructions. Seller will, if given prompt notice by Buyer, correct, by repair or replacement at Seller's option, any defect that appears under proper and normal use of the purchased goods within one (1) year after date of shipment or within one (1) year after installation of the goods, but not exceeding eighteen (18) months from date of shipment. The

furnishing of warranty repairs or replacement will not extend the original warranty period. Unless otherwise agreed in writing, Seller will not be liable for the following costs relating to the goods to be repaired or replaced: (a) removal; (b) reinstallation; (c) transportation from Buyer's facilities to Seller's facilities; or (d) any other cost incidental to the foregoing. However, Seller will pay for transportation of repaired or replaced goods from Seller's facilities to Buyer's facilities. The liability of Seller under this warranty (except as to title), or for any loss or damage to the goods, whether the claim is based in contract, or at law, or otherwise, will not exceed the cost of correcting defects in the goods as herein provided, and upon the expiration of the warranty period, all of Seller's liability will terminate. This constitutes the exclusive remedy of Buyer and the exclusive liability of Seller. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, OR STATUTORY (EXCEPT AS TO TITLE). SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT WARRANT ANY GOODS MADE BY OTHER MANUFACTURERS.**

Supervision of Installation: Unless otherwise agreed in writing, Seller will have no responsibility for installation of the goods or supervision thereof.

Tests: The conditions of any test of the goods will be agreed in writing, and Seller will be notified of, and may be represented at any such tests.

Protection Against Infringement: In the event any equipment manufactured by Seller is made in accordance with drawings, samples or specifications designated by Buyer, Buyer will defend, indemnify and hold Seller harmless, at its own expense, from any and all damages, costs and expenses (including attorney's fees) relating to any claim that such equipment, or the use thereof, infringes any patents, foreign or domestic. In the event any equipment is designed by Seller, and the equipment has not been modified by Buyer or its customers, Seller agrees to hold Buyer and its customers harmless against any damages awarded by a court of final jurisdiction in any suit for the infringement of any United States patent by reason of the sale or use of such equipment, provided that Seller is notified promptly in writing of any claim or suit and is permitted to assume the full control of the defense against any such claim and Buyer provides assistance (at Seller's expense) for such defense. In case any judgment rendered in such suit becomes final (beyond right of appeal), and where Buyer has complied with the foregoing provisions to Seller's satisfaction, Seller agrees to pay all damages awarded against Buyer. Subject to the above limitations, if Seller agrees to a settlement or is otherwise enjoined from manufacture, use or sale of the equipment (or any part thereof), in a suit in which the equipment is held to infringe (beyond right of appeal), then Seller may, at its own expense, either: (a) procure for Buyer rights to the patent; or (b) modify or replace said equipment with non-infringing equipment accomplishing the same purposes; or (c) withdraw such equipment and refund to Buyer the purchase price thereof. Buyer's remedies for damages resulting from the infringement or claimed infringement of any patent by the equipment are exclusively limited to the provisions of this paragraph.

Exclusivity of Remedy and Limitation of Liability: In the event that Buyer claims that Seller has breached any of its obligations hereunder, Seller may request the return of the goods and tender to Buyer the purchase price paid by Buyer for such goods and in such event, Seller will have no further obligation to Buyer except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, Buyer will return the goods to Seller in accordance with Seller's instructions at Seller's expense. Seller's liability for any claim of any kind (except Protection Against Infringement), whether the claim is based in contract or at law, will not exceed the purchase price of the goods or services furnished, or the portion thereof which gives rise to the claim. **THE REMEDIES PROVIDED FOR IN THIS SECTION AND THE SECTION ENTITLED "LIMITED WARRANTY" CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER THESE T&C'S, WHETHER THE CLAIM IS BASED IN CONTRACT OR AT LAW, INCLUDING CLAIMS BASED ON WARRANTY, OR OTHERWISE. THIS CLAUSE WILL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR**

CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT OR AT LAW. ANY ACTION AGAINST SELLER UNDER THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR OF ACCRUAL OF THE CAUSE OF ACTION.

Special Containers: In the event Buyer purchases goods requiring containers (such as oil barrels, drums, reels, etc.) or tarpaulins or other special covering, Buyer will be invoiced for such containers or covering; however, if agreed in writing at the time of purchase, Seller will refund such amount if Buyer, at Buyer's expense, returns such containers and/or coverings in good condition, within four (4) months from the original shipment date, to a receiving point designated by Seller, and Buyer promptly forwards an invoice or memorandum and necessary shipping documents to Seller.

Assignment: Buyer will not assign this agreement, or any rights therein, without the written consent of Seller. Any such assignments will be void.

Other Laws: Any provisions required to be included in these T&C's by any applicable federal, state or local law, rule, or regulation are incorporated herein. Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any such law or regulation or to acquiesce in a request by a government agency or official thereof, or contingent upon the continuance in effect of such law, regulation or request, may be canceled by Seller upon the expiration or withdrawal of such law, regulation or request, provided, however that Seller, at its option, may complete such order.

Minimum Charge: The minimum billing charge is \$100. Seller requires a minimum \$50 emergency handling charge for all orders that require shipment the same day or next day. Other emergency handling charges will be billed as incurred by Seller.

Standard Package: If Seller's product is published with a standard package quantity, Buyer must order in standard package multiples, unless quantity pricing is listed for the product in Seller's current, published price list.

Cancellation: Upon Seller's written consent, Buyer may cancel acceptance of Seller's offer, in whole or in part, upon fifteen (15) days written notice. However, Seller will assess a cancellation charge that takes into account Seller's costs for the work already performed, including the value of: (a) all services provided by Seller; (b) use of Seller's facilities; (c) material acquired by Seller; (d) any commitments made by Seller; and (e) Seller's lost profits. In no event will Buyer's liability for canceling a purchase order exceed the dollar amount specified on the order. Seller may cancel any outstanding orders or renegotiate the terms of any outstanding or future orders if Buyer is in default of or breaches any provision under these T&C's or if substantial changes occur in the availability to Seller of raw materials or components or in the prices and other terms upon which they are made available.

Waiver: The waiver by Seller of any provision hereof will not constitute: (a) a waiver of any other provision hereof; or (b) a waiver of a subsequent breach of the same provision.

Penalty or Liquidated Damages/Premiums for Early Shipment: Orders from Buyer that include a penalty or liquidated damage clause will not be honored by Seller, unless Seller has specifically accepted the clause in writing. In appropriate cases, Seller may request from Buyer a price premium for shipments made prior to Buyer's requested shipping date.

Governing Law: All matters relating to the interpretation and effect of these T&C's will be governed by the laws of the State of Delaware.

Resolution of Disputes: Any claim or dispute arising in connection with this Agreement which is not settled by Seller and Buyer within sixty (60) days after notice is first given by either party to the other will be finally settled by arbitration under the American Arbitration Association Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over it.

Complete Agreement: The complete agreement between Seller and Buyer is contained herein and in the applicable T&C's that appear in Seller's current catalog, and no additional or different terms or conditions stated by Buyer will be binding upon Seller unless agreed to in writing. No course of dealing or usage of trade will be relevant to supplement or explain any terms used in this agreement.

Bulletin 00-3249 Rev. 3, Effective 07-01-05

Customer Support Center
 1319 Lincoln Ave
 Waukesha, WI 53186
 Phone: (262)-524-3300
 www.cooperpower.com

Sold-to-address

VILLAGE OF CHATHAM
 116 EAST MULBERRY
 CHATHAM IL 62629
 US

Ship-to address

VILLAGE OF CHATHAM
 116 EAST MULBERRY
 CHATHAM IL 62629
 US

Incoterms: Pre-Paid FOB PLANT
Payment Terms: Net 30 Days

Quotation Number	Date
20279030	05/21/2008
Customer Number	
62545	
Quote Prepared By	
Janice M Ramthun	
Validity period	
05/20/2008 to 06/25/2008	
Sales Representative	
900001147 / GREG PALMER	
Customer Service Contact	
JANICE RAMTHUN 800-238-5498	

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item Catalog Number						
Cust.Material Number						
20	1	EA	Type VSA20A Three-Phase Recloser 8535.21.0000	KVS-15-20-1200 RCL	20,704.00	20,704.00
1.000 US WI Z007						
Quoted Lead-time in Weeks - 8 Weeks						
Additional Product Group Characteristics						
VSA Group Basic Types				KVS-15-20-1200 Type VSA20A Re		
English Language Labelling						
KA65VS4 3-1200:5 BCTs on2,4,6						
KA55VSM3 Auxiliary Sw 3-Stage						
KPACK Pack Hangers with Unit						
KA55VS8 Substation Mtg Frame						
KA55VS9 2x Cntrl FrontMtgBrkt						
No Customer Inspection Req'd						
Domestic Packaging						
Domestic Packaging (IE-1620)						
30	1	EA	Type KME6Y2 Yard Mnt Control, Ver.2,Std. 8535.21.0000	KME6Y2 CONTROL		Price inc
1.000 US Z007						
Additional Product Group Characteristics						
KME6 Control, Ver2, Basic Type:				KME6Y2 Control, Ver2, Yard Mnt		
VSA/VSO Group						
1 14-Pin Control Cable Conn.						
2 48Vdc/125Vdc Primary Power						
1 Amp CT Input						
1 Wye Connected Voltage Input						
1 Mild Steel Cabinet						
1 Domestic Panel						
1 Std 3in/5out, 12-250V Std Con						
7 Standard: None						
E English Language						
KA18ME Control Cable, LENGTH: 10 Feet						
No Customer Inspection Req'd						

Customer Support Center
 1319 Lincoln Ave
 Waukesha, WI 53186
 Phone: (262)-524-3300
 www.cooperpower.com

Quotation no./Date
 20279030 / 05/21/2008

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item Catalog Number						
Cust.Material Number						
			Domestic Packaging			
			The Form 6 Rack/Yard Controls are compatible with all Reclosers in the RE & WE families. For VSAVSO applications consult with the factory. They are not compatible with the Auxiliary Powered (14-pin) NOVA Recloser when the auxiliary power is 120 Vac or 240 Vac. If installed with an Auxiliary Powered NOVA Recloser the NOVA operating power shall be 48, 125 or 250 Vdc for reliability purposes."			
			This product is manufactured with ProView application software. The ProView 4.0 or greater application software is a controlled product and is subject to the U.S. Export Administration regulations and other U.S. Laws. The ECCN number is 5D002 and the license exception is ENC/RETAIL. The CCATS (Commodity Classification Automated Tracking System) number is G033166. THIS INFORMATION IS ONLY APPLICABLE TO THE AES FILING WHEN EXPORTED FROM THE USA.			

Product Subtotal	20,704.00
Final amount in USD	20,704.00

Communication Upgrades:
 RS-485 D.C. \$175.00
 Serial Fiber Optic: \$248.00
 Ethernet (Fiber/Fiber) \$515.00
 Ethernet (Fiber/Wire) \$478.00
 Ethernet (Wire/Wire) \$398.00

Sales Contact: GREG PALMER / 636-207-3173

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the Ordinance attached hereto is a full, true, and exact copy of Ordinance No. 08-27, adopted by the President and Board of Trustees of said Village on the 27th day of May, 2008, said Ordinance being entitled:

*AN ORDINANCE APPROVING BID FOR SUBSTATION
REGULATORS, CONTROLLERS AND RECLUSERS*

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 27th day of May, 2008.


Pat Schad, Village Clerk

