AGENDA

DATE:       Monday, October 20, 2014
TIME:       5:30 PM
PLACE:      Public Works Center (Second Floor Conference Room), 15 South Smith Street

1. Call to Order

2. Executive Session to discuss ongoing litigation with Flowserve about main lift pumps’ failure

3. Approve the minutes from WPCA Meeting held on September 15, 2014 (copy included)

4. Approve sewer use fee adjustment for 20 North Taylor Avenue (letter included)

5. Authorize the Chairman or Vice Chairman of the Water Pollution Control Authority to execute an Agreement with OMI, Inc. for services related to the replacement of comminutor replacement at the Five Mile, Keeler Brook, Woodward Avenue, and Old Trolley Pump Stations, and replacement of the pump control system at the Bouton Street Pump Station for a sum not to exceed $204,000 in accordance with letter proposal dated October 17, 2014. (copy included)

   Account Nos. 09114062-5777-C0360, 09124062-5777-C0360

6. Reports:
   a. FY14/15 Revenues/Expenditures MUNIS Reports (copy included)
   b. Discussion on the ongoing investigation by Norwalk Police Department and CTDEEP
   c. Discussion on the Sammis Street Pump Station (report included)
   d. Sewer Use Bill Appeals/Adjustments Update
      1) Appeal status
   e. Information Copies:
      1) OMI Monthly Operating Report – September 2014 (copy included)

7. Adjournment

Next WPCA Meeting:       Monday, November 17, 2014
                         5:30 PM
                         Second Floor Conference Room, Public Works Center
                         15 South Smith Street
CITY OF NORWALK
WATER POLLUTION CONTROL AUTHORITY
September 15, 2014

Attendance: Darren Oustafine, Chairman
             Lewis Clark, Vice Chairman
             James Clark
             John Flynn
             Galen Wells
             Doug Hempstead

Staff:       Hal Alvord, DPW Director
             Lisa Burns, DPW Operations Director
             Ralph Koib, DPW Senior Environmental Engineer

Others:      John Ahern, CH2MHIll, OMI, INC
             Kevin Dahl, CH2MHIll, OMI, INC.
             Lonnie Metzler, ARCADIS
             Cathy Mallon, ARCADIS
             Marie Oravez
             Diane Lauricella

1. CALL TO ORDER

Chairman Oustafine called the meeting to order at 5:30PM

2. EXECUTIVE SESSION TO DISCUSS ONGOING LITIGATION WITH
   FLOWSERVE ABOUT MAIN LIFT PUMPS’ FAILURE

** MR. JAMES CLARK MOVED TO ENTER INTO EXECUTIVE SESSION
** MOTION PASSED UNANIMOUSLY
Executive session began at 5:32PM
Executive session ended at 5:50PM
No action taken

3. APPROVE THE MINUTES FROM WPCA MEETING HELD ON JULY 21, 2014 (COPY INCLUDED)

** MR. MCCARTHY MOVED TO APPROVE THE MINUTES
** MOTION PASSED
** ONE ABSTENTION- MS. WELLS
4. REPORTS

e. Discussion on sewer use fees for accessory apartments
   Ms. Burns said that that it is the recommendation of staff that for next rate setting to
   make an accessory apartment rate which will be 1 ½ times the single family rate. She
   said that she has spoken with the Tax Collector and she said that it would be extremely
   problematic to make any changes to the current year’s rate structure. Mr. James Clark
   asked what Ms. Oravez or someone in her position does in her situation. Ms. Burns said
   that there is no appeal because there is currently no rate so therefore there is nothing to
   appeal.

** MR. FLYNN MOVED TO SUSPEND THE RULES
** MOTION PASSED UNANIMOUSLY

** MR. MCCARTHY MOVED TO APPROVE THAT THE PROPERTY AT 8 MYRTLE STREET
ONLY BE CHARGED 1 ½ TIMES THE EXISTING RATE AND THE BALANCE BE
REFUNDED AS A RESULT OF A RATE APPEAL.

** MOTION PASSED UNANIMOUSLY

a. FY13/14 and FY 14/15 Revenues/Expenditures MUNIS Report (copies to be handed
   out at the meeting)

   Mr. Kolb reported on the FY 13/14 report and said that $68,254 was spent in the legal
   services account and the initial budget was $30,000, which was due to various litigations
   with Flowserve and the NPDES permit. He said that everything else has tracked as
   expected.

b. Contract Operations Status- Annual Inspection Report (draft report previously
distributed, representatives from ARCADIS to attend)

   Mr. Kolb said that each year ARCADIS performs an annual inspection and they are here
to report on their findings. Ms. Metzler said that it was out of the ordinary this year when
she went through the Wastewater Treatment Plant, and said that for many years the
plant has excelled in both treatment and condition. She said that during the inspection
she had noted various things and that she immediately discussed the finding with OMI,
Inc. staff as well as the WPCA staff, and they had quickly gotten together and discussed
the findings and put a plan forward to repair the items in a prioritized manner. She said
that it is her understanding that the critical items were tackled first. Ms. Burns said that
there are still some outstanding items and that staff is continuing to work with OMI, INC.,
and that all the critical systems are operating properly. She said that staff did get OMI,
Inc. engaged immediately and they came through and performed a thorough
examination of all the processes, and to their credit they brought in a number of outside resources in order to address things quickly. She said that Kevin Dahl has been on site every week since this has happened, and has been present at all the weekly coordination meetings. Mr. James Clark asked what process has been changed so that this will not happen again. Mr. Dahl said the communication protocols.

Ms. Metzler reported on the pump station conditions and said that she had inspected nine pump stations of various sizes and types. She said that out of the nine pump stations, that four have received a risk ranking of a two which is significant risk and is mostly due to older infrastructure, and they are currently being assessed by OMI, Inc. staff so that they are included in the MRR program.

c. Discussion on the Beacon Street Sanitary Sewer Rehabilitation Project
Mr. Kolb said that the contractor is currently on site and they are cleaning and televising the sanitary sewer lines for lining purposes. He said that due to a Parks and Recreation project at the Nathan Hale school field that staff was concerned of their activates effecting the sanitary sewer line. He said that they have expedited the lining of a 600’ section and that they are performing the work today and that it should be completed tonight. He said that due to work be expedited there was a $10,000 extra change order on the project.

d. Discussion on ongoing investigation by Norwalk Police Department
Ms. Burns said that there is some apparent investigation from the Norwalk Police Department and that staff is not sure what they are investigating. She said that approximately one month ago that detectives had come down to speak with her and Mr. Kolb, but that they could not say if the WPCA was a subject or a target of the investigation, and they had also requested to interview a number of OMI, Inc. staff. She said for a time they were working with the Police Department but at some point they had gotten their Corporate Attorney involved because it is unclear as to what is being investigated. She said that the WPCA has also engaged its environmental Attorney. Mr. James Smith asked if the detectives have filled in the Attorney as to what they are investigating. Ms. Burns said “no”.

f. Discussion on the Sammis Street Pump Station (report included)
Mr. Flynn reported and said this week the contractor will be pouring the concrete. Mr. Flynn asked why it is taking so long to complete the project. Mr. Kolb said that per the contract they have 365 days to complete the project.

g. DPW Open House- September 27th
Mr. Kolb said that the DPW open House is scheduled for September 27, 2014, from 10:00AM- 1:00PM at the Public Works Center and that Wastewater Treatment Plant tours will be given.

h. Sewer Use Bill Appeals/Adjustments Update
1. Appeal Status
   
   Mr. Kolb said that the adjustments to date are $103,303
i. Information Copies:

1. WWTP Performance Guarantee Non-Compliance Report
   Mr. Kolb reported on the performance guarantee non-compliances for July and August. Ms. Burns said that she want to clarify that non-compliant means that they are compliant with the NPDES operating permit, but they are not compliant with the levels in the actual contract that are the requirements from the State. She said that staff is not recommending that any penalties be assessed.

2. OMI Monthly Report - July and August 2014 (copy included)
   Mr. Kolb reported on the major items that were completed and said that AJ Penna has repaired the force main on Hawkins Avenue. He said that nitrogen fell into band “D”

5. ADJOURNMENT

** MR. JAMES CLARK MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY

The meeting adjourned at 6:45PM

Respectfully Submitted,

Dilene Byrd
October 8, 2014

Norwalk Water Pollution Control Authority
Mr. Darren Oustafine
Chairman
15 South Smith Street
Second floor
Norwalk, CT 06855

Re: 20 North Taylor Ave, land use classification from residential to commercial on Grand List 2013

Dear Chairman,

I am the owner of property at 20 North Avenue, Norwalk, CT 06854. I built them in 1971 and have owned them continuously to the present time.

For 43 years the property has been classified as residential. The water usage has always been taxed at the residential rate per unit. Nothing has changed in the use or structure of the building. It is now being taxed at a commercial rate on the 2013 Grand List.

I am requesting to be heard at the October 20, 2014 WPCA board meeting as an action item.

I look forward to resolving this matter with the Board on the 20th.

If you have any questions, feel free to contact me at 203-984-2661.

Very truly yours,

[Signature]
Salvatore Vento
October 17, 2014

Mr. Ralph Kolb  
Wastewater Systems Manager  
City of Norwalk  
Department of Public Works  
15 South Smith Street  
Norwalk Ct. 06855

Subject: Pump Station Comminutor Replacements and Bouton Street Controls Improvements

Dear Mr. Kolb,

As requested CH2M HILL has solicited quotes to procure and replace the cutter components of comminutors at four pump stations and to replace the existing controls at the Bouton St Pump Station.

**Pump Station Comminutor Replacements**
The comminutors grind influent debris prior to pumping and protects the pumps. The existing cutter components at four locations have surpassed their useful life and require replacement in order to maintain compliance with the NPDES permit. The four pump station locations are Five Mile, Keeler Brook, Old Trolley Way, and Woodward Ave.

Quotes were solicited from three vendors and only two of the vendors responded; JWC and Franklin Miller, although JWC offered two solutions (new and exchange programs). The Old Trolley Way pump station currently has Moyno parts which requires new components in lieu of the exchange program. Moyno did not bid the project.

A summary of the quotes received are as follows:

<table>
<thead>
<tr>
<th>Location(s)</th>
<th>Scope</th>
<th>Quantity</th>
<th>JWC - New</th>
<th>JWC - Exchange</th>
<th>Franklin Miller</th>
<th>Moyno</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five Mile</td>
<td>Supply 40002-0018-DX Cutter Cartridge</td>
<td>1</td>
<td>$31,666.00</td>
<td>$20,584.00</td>
<td>$29,510.00</td>
<td>No Bid</td>
</tr>
<tr>
<td>Keeler Brook / Woodward</td>
<td>Supply 30002-0024-DX Cutter Cartridge</td>
<td>4</td>
<td>$79,932.00</td>
<td>$44,888.00</td>
<td>$55,000.00</td>
<td>No Bid</td>
</tr>
<tr>
<td>Old Trolley</td>
<td>Supply 30002-0040-DX Cutter Cartridge</td>
<td>2</td>
<td>$49,224.00</td>
<td>Requires New</td>
<td>$37,590.00</td>
<td>No Bid</td>
</tr>
</tbody>
</table>
JWC submitted the total lowest bid in the aggregate and is the recommended vendor utilizing a combination of new and rebuilt parts under the exchange program. The exchange program is offered by JWC to minimize down time, as the owners of JWC have the ability to exchange the old grinder component needing reconditioning with the factory reconditioned cutter cartridge. Once the old grinder is sent back to the Service Center the Warranty is activated within 30 days. While freight from the Factory Service Center is included in the exchange quotes, freight from the four pump stations has been included in the attached Project Cost Estimate. The installation of the reconditioned and new components will be performed by existing CH2M Hill staff. This program has proven effective at other locations.

**Bouton Street Pump Station (BSPS) Controls Improvements**

The controls at BSPS are necessary to read and monitor the wet well level, start and stop pumps, provide alarm status and to communicate with the SCADA system. The controls are a critical component and at BSPS require replacement because of age and corrosion. The system is currently operating under a temporary setup that is not sustainable and vulnerable to failure during the upcoming cold weather months. The work described in the attached scope is specialized.

Quotes were solicited from three vendors and only one of the vendors has responded; Aaron Associates, NIC and Smith Controls did not bid the project. CH2M Hill started soliciting quotes in the June 2014 and has made several follow up attempts to obtain additional quotes, however, the timing of work completion is becoming more urgent due to changing weather conditions and has the potential to result in permit non-compliance. CH2M Hill recommends proceeding with Aaron Associates as the only bidder considering these factors and CH2M Hill considers the Aaron Associates quotation to be reasonably priced. Aaron Associates is also working with the City and CH2M Hill on other projects including the recent Pump Station SCADA upgrade.

### NORWALK PUMP STATION CONTROLS REPLACEMENT QUOTES - 2014

<table>
<thead>
<tr>
<th>Location(s)</th>
<th>Scope</th>
<th>Quantity</th>
<th>VENDOR</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Aaron Associates</td>
<td>Smith Controls</td>
</tr>
<tr>
<td>Bouton Street</td>
<td>Replace Controls*</td>
<td>1</td>
<td>$46,132.00</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

* See separate scope of work

CH2M Hill is seeking approval for a total project cost of $204,000; which includes overhead, insurance and 10% contingency as noted in the attached Project Cost Estimate. CH2M Hill is proposing to perform this out of scope services pursuant to an amendment to our existing Agreement. Any additional work or costs due to unanticipated circumstances would only be performed with written approval from the City. Please provide written authorization to proceed.
Please feel free to contact the Maintenance Manager, Mr. Shawn Jennings, or myself if you have any questions. Thank you for your consideration.

Sincerely,

John Ahern
CH2M HILL
Project Manager

cc: Lisa Burns City of Norwalk
    Kevin Cahl CH2M HILL
    Shawn Jennings CH2M HILL

Attachments:
  Project Cost Estimate
  Bouton St Controls Scope of Work
  Vendor Quotations
## KAREN DRIVE PROJECT COST ESTIMATE

**PUMP STATION COMMISSIONING AND CONTROLS REPLACEMENTS**

**PROJECT:** Supply Commissor Cutter Cartridges and Perform Controls Replacement

**MODIFY:** Commissor for the WW2, Kinloch Brook, Old Tunnel Way and Woodward Pump Stations. Controls for Buxton St Pump Station

**FILE NAME:**

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<tr>
<th>#</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>INSTALLED SUBTOTAL</th>
<th>OVERHEAD (% of A)</th>
<th>PROFIT (% of A+B)</th>
<th>Markup/Markdown (% of A)</th>
<th>CONTINGENCY (% of A)</th>
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<td>4</td>
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<td>Freight To Service Center (not included in Supply price)</td>
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<td>$1,665.00</td>
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<td>6</td>
<td>Supply and Install Controls for Buxton St Pump Station</td>
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<td>$46,132.00</td>
<td>$4,613.20</td>
<td>$461.32</td>
<td>$4,659.52</td>
<td>$50,791.52</td>
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<td>A. A. Amstelhys</td>
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**TOTAL CONSTRUCTION COST**

- **$148,339**
- **$96,932**
- **$1,933**
- **$108,870**
- **$209,200**
<table>
<thead>
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<th>Quantity</th>
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<th>Moyno</th>
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<td>Five Mile</td>
<td>Supply 40002-0018-DI Cutter Cartridge</td>
<td>1</td>
<td>$31,666.00</td>
<td>$20,984.00</td>
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<td>$164,922.30</td>
<td>$110,197.30</td>
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Page 1 of 1
Customer:
Warren Brown
Norwalk WWTP

Quote Number: 232014
Quote Date: 06/11/2014
Terms: Due on receipt
Pricing: Valid 60 Days
Freight Terms: Buford, GA
Delivery: 3-4 wks ARO

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Qty</th>
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<td>1:1 Stack Hardened Alcy STL</td>
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<td></td>
<td>Less Spool</td>
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</tbody>
</table>

*Please verify serial # and model # are correct.*

Total: $31,666.00

Explanation of Service Programs:
1. EXCHANGE PROGRAM: To minimize grinder down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your grinder requiring reconditioning. Once you receive your Exchange send the old grinder back to one of our Service Centers within 30 days to activate your Warranty. Freight is included on all Exchange price quotes.
2. REPAIR PROGRAM: You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
3. NEW CUTTER CARTRIDGE: We can replace your Muffin Monster with an identical grinder using all new parts.
4. PARTS: You can elect to replace parts on your Muffin Monster. Your manual will reference all Part numbers.
5. These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
6. Please note there will be a 20% restocking fee on all returned items.
7. Lead time may vary depending on parts availability.
8. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
9. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
   - Bill to Address, Ship to Address, tax exemption certificate.

Thank You for your Business!

JWC Environmental LLC
Adam Barlow
Customer Service

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and/or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's offer or order.

PAYMENT TERMS

Subject to any contract terms set forth in our price quote, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any amount is
Customer: Warren Brown
Norwalk WWTP

Quote Number: 
Quote Date: 06/11/2014
Terms: Due on receipt
Pricing: Valid 60 Days
Freight Terms: Buford, GA
Delivery: 3-4 wks ARO

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<th>Extended Price</th>
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<tbody>
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<td>Expected Return</td>
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<td></td>
<td>Grinder SN 7155</td>
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<td>2</td>
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<td>$20,984.00</td>
<td>$20,984.00</td>
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<tr>
<td></td>
<td>11cam cutters</td>
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<tr>
<td></td>
<td>1:1 Stack Hardened Alloy STL</td>
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<td>Buna N Elastomers</td>
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<td>Motor Type Hydraulic</td>
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<td>Less Spool</td>
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</table>

Please verify serial # and model # are correct.

Total $20,984.00

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7. Lead time may vary depending on parts availability.
8. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
9. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, tax exemption certificate.

Thank-You for your Business!

JWC Environmental LLC
Adam Barlow
Customer Service
Customer: Warren Brown
Norwalk WWTP

Quote Number: 06/11/2014
Quote Date: 06/11/2014
Terms: Due on receipt
Pricing: Valid 60 Days
Freight Terms: Buford, GA
Delivery: 3-4 wks ARO

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>30002-0024-D-Exchange Return</td>
<td>4</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Expected Return</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Grinder SN.7157, 7158, 7161, &amp; 7162</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td>30002-0024-D-Exchange</td>
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<td>$11,222.00</td>
<td>$44,888.00</td>
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<td></td>
<td>11cam cutters</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>1:1 Stack Hardened Alcy STL</td>
<td></td>
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<td></td>
<td>Buna N Elastomers</td>
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<td></td>
<td>Motor Type Hydraulic</td>
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<td></td>
<td>Less Motor</td>
<td></td>
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<tr>
<td></td>
<td>Less Spool</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please verify serial # and model # are correct.

Total $44,888.00

Explanation of Service Programs:
1. EXCHANGE PROGRAM: To minimize grinder down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your grinder requiring reconditioning. Once you receive your Exchange send the old grinder back to one of our Service Center within 30 days to activate your Warranty. Freight is included on all Exchange price quotes.
2. REPAIR PROGRAM: You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
3. NEW CUTTER CARTRIDGE: We can replace your Muffin Monster with an identical grinder using new parts.
4. PARTS: You can elect to replace parts on your Muffin Monster. Your manual will reference all Part numbers.
5. These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
6. Please note there will be a 20% restocking fee on all returned items.
7. Lead time may vary depending on parts availability
8. JWC Environmental one year warranty included except for older models i.e. GTS, MS and SPF models.
9. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, tax exemption certificate.

Thank-You for your Business!

JWC Environmental LLC
Adam Barlow
Customer Service
Customer: Warren Brown
Norwalk WWTP

Quote Number: 123456
Quote Date: 06/11/2014
Terms: Due on receipt
Pricing: Valid 60 Days
Freight Terms: Buford, GA
Delivery: 3-4 wks ARO

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

<table>
<thead>
<tr>
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<th>Qty</th>
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<th>Extended Price</th>
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<tr>
<td>1</td>
<td>30002-0024-01 New Cutter Cartridge 11cm cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Motor Type Hydraulic Less Motor Less Spool</td>
<td>4</td>
<td>$19,983.00</td>
<td>$79,932.00</td>
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</table>

Please verify serial # and model # are correct.

Total $79,932.00

Explanation of Service Programs:
1. EXCHANGE PROGRAM: To minimize grinder down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your grinder requiring reconditioning. When you receive your Exchange send the old grinder back to one of our Service Centers within 30 days to activate your Warranty. Freight is included on all Exchange price quotes.
2. REPAIR PROGRAM: You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
3. NEW CUTTER CARTRIDGE: We can replace your Muffin Monster with an identical grinder using all new parts.
4. PARTS: You can elect to replace parts on your Muffin Monster. Your manual will reference all Part numbers.
5. These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Comb, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
6. Please note there will be a 20% restocking fee on all returned items.
7. Lead time may vary depending on parts availability.
8. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
9. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following Bill to Address, Ship to Address, tax exemption certificate.

Thank-You for your Business!

JWC Environmental LLC
Adam Barlow
Customer Service

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and/or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Neither these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is
Customer:
Warren Brown
Norwalk WWTP

Quote Number: 240000
Quote Date: 06/11/2014
Terms: Due on receipt
Pricing: Valid 60 Days
Freight Terms: Buford, GA
Delivery: 3-4 wks ARO

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

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<tr>
<td>1</td>
<td>30002-0040-DI-New Cutter Cartridge</td>
<td>2</td>
<td>$24,612.00</td>
<td>$49,224.00</td>
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<tr>
<td></td>
<td>11cam cutters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1:1 Slack Hardened Alloy STL</td>
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<td></td>
<td>Buna N Elastomers</td>
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<td>Less Motor</td>
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<td></td>
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<tr>
<td></td>
<td>Less Spool</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please verify serial # and model # are correct.

Total $49,224.00

Explanation of Service Programs:
1. EXCHANGE PROGRAM: To minimize grinder down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your grinder requiring reconditioning. Once you receive your Exchange send the old grinder back to one of our Service Center within 30 days to activate your Warranty. Freight is included on all Exchange price quotes.
2. REPAIR PROGRAM: You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
3. NEW CUTTER CARTRIDGE: We can replace your Muffin Monster with an identical grinder using all new parts.
4. PARTS. You can elect to replace parts on your Muffin Monster. Your manual will reference all Part numbers.
5. These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
6. Please note there will be a 20% restocking fee on all returned items.
7. Lead time may vary depending on parts availability.
8. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
9. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
   Bill to Address, Ship to Address, tax exemption certificate.

Thank-You for your Business!

JWC Environmental LLC
Adam Barlow
Customer Service

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased herein (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or acceptance by Seller, each offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS
Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is
Customer: 
Warren Brown
Norwalk WWTP

Quote Number: 1207909
Quote Date: 06/11/2014
Terms: Due on receipt
Pricing: Valid 60 Days
Freight Terms: Buford, GA
Delivery: 3-4 wks ARO

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

<table>
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<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30002-0040-D-Exchange Return Expected Return Grinder SN:7153 &amp; 7154</td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>30002-0040-D-Exchange Return 11cam cutters 1:1 Stack Hardened Alcy STL Buna N Elastomers Motor Type Hydraulic Less Motor Less Spool</td>
<td>2</td>
<td>$13,638.00</td>
<td>$27,276.00</td>
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</tbody>
</table>

Please verify serial # and model # are correct.

Total $27,276.00

Explanation of Service Programs:
1. EXCHANGE PROGRAM: To minimize grinder down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your grinder requiring reconditioning. Once you receive your exchange send the old grinder back to one of our Service Center within 30 days to activate your warranty. Freight is included on all Exchange price quotes.
2. REPAIR PROGRAM: You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
3. NEW CUTTER CARTRIDGE: We can replace your Muffin Monster with an identical grinder using new parts.
4. PARTS: You can elect to replace parts on your Muffin Monster. Your manual will reference all Part numbers.
5. These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
6. Please note there will be a 20% restocking fee on all returned items. Lead time may vary depending on parts availability.
7. JWC standard one year warranty included except for older models i.e. GTS, MS and SPF models.
8. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, tax exemption certificate.

Thank-You for your Business!

JWC Environmental LLC
Adam Barlow
Customer Service
Dear Shawn,

We are pleased to quote on the following: To replace a MM 40002-001B.

1 EA  TASKMASTER, Model TM1620A as follows:
- Heavy Carbon Steel and D.I. Construction
- Cutting Chamber: Nom. 14.5" x 20"
- 1/2" 11T Carr Cutters and Spacers: Hardened & Ground 4140 Steel
- Counter-rotating 2-3/4" Hexagon Shafting: Hardened 4140
- Heavy-Duty Ball Bearings
- Mech. Seal Cartridge to contain flow and protect bearings
- Heavy Epoxy Paint Coating

1 EA  HYDRAULIC ADAPTOR
- Cold Roll Steel
- Epoxy Coated
- Drilled and Tapped

Lump Sum: $29,510.00
Grand Total: $29,510.00

Prices are Valid Until Friday, May 02, 2014
Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).
Freight Allowed to Joliseite.

Delivery is 6 to 8 weeks after receipt of approval.

Freight & Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

........... See the differences
FRANKLIN MILLER INC.

TERMS AND CONDITIONS

DATED 7/14/08

1. ENTIRE AGREEMENT
   Any order resulting from a Franklin Miller (SELLER) proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the BUYER shall not be valid unless made in writing upon the parties hereto, their successors and assigns.

2. LIMITED WARRANTY
   SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence or accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carriers. SELLER's obligations under this warranty are limited to repairing or replacing any deficiencies in the goods at such place or places in the United States of America as may be designated by SELLER. This warranty shall pertain to any part or parts of any goods to which BUYER has, within (2) months after date of shipment given written notice of a claim for repair or replacement. SELLER shall be required to submit to SELLER with details of such defects and this warranty shall be effective as to such goods, which upon SELLER's examination shall disclose to its satisfaction to have been defective and which at SELLER's option shall be repaired or replaced in place without charge under warranty. The BUYER at his expense shall make available a suitable location for repair by SELLER or promptly thereafter be returned to SELLER, at BUYER's expense. If upon examination it is determined by SELLER that the repair or replacement does not fall within the Warranty as set forth in this clause, an estimate for cost of repair will be provided to the BUYER. This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall SELLER be liable to the BUYER or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the loss of profit, business, or good will. Under no circumstances will SELLER be liable for any of the following: (1) third party claims against BUYER for losses or damages including liquidated damages; (2) loss of or damage to BUYER's records or data; (3) economic consequential damages (including loss of profits or savings); or (4) incidental damages even if SELLER is informed of their possibility. Excluded from the warranty herein are (a) defects in parts or components not manufactured directly by SELLER; Franklin Miller will, however, pass on the remaining balance of the purchased equipment manufacturer's warranty; (b) or any parts of the equipment that SELLER's standard design or any supplied pursuant to warranty are part of the equipment and which has been subjected to misuse, negligence or accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carriers.

3. FORCE MAJEURE
   The obligations of SELLER hereunder shall be modified or excused as the case may be, for reasons of Act of God, War, Governmental law or regulations, strikes or lockouts, fire, breakdown of machinery, whether in its own business enterprise, or if for any other cause beyond SELLER's control, the goods cannot be shipped or their delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undertaking of such contract if the delay exceeds six (6) months from the delivery date originally committed by SELLER. In no event shall SELLER become liable in the aforesaid instance to BUYER or any third party for consequential damages, liquidated damages, particularly described in ARTICLE 2 hereof.

4. DELIVERY
   (a) All quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2000) to any common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER.

5. SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS
   (a) Any claims or shortages or damage on destination shipments must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to SELLER or its nominees, but in no event shall the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claims shall be deemed waived.

6. PAYMENT OF PURCHASE PRICE
   (a) Time of payment is of the essence here under. Unless stated otherwise, the terms are Net 30. Upon default by BUYER in any of the terms of this contract, or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER shall deem itself insecure, the full amount of the purchase price shall become due and payable at the option of the SELLER. [It's unclear if the rest of the sentence is meant to continue.]

(b) TERMS OF PAYMENT - All orders are subject to credit approval by the SELLER. If approved for full open account, terms are strictly unless stated elsewhere and Net thirty (30) days from date of shipment. Retailage if required by OWNER shall be no more than 5% of the purchase price. Retailage shall be released and paid in full no later than date after satisfactory start up of the SELLER's equipment. All shipments, including partial shipments, will be billed a pro rata amount as of date shipped. If the account remains unpaid after sixty (60) days, interest at the rate of 1-1/2% per month (18% per annum) will be added to the outstanding balance computed from date of shipment. All costs of collection will be added to the outstanding balance including legal fees, court costs and such other costs as may be required to effect collection. Acceptance of partial payments on account does not constitute any change in the payment terms and conditions herein and is not to be considered to extend the due date for payment.

7. SECURITY INTEREST AND TITLE
   In states and locations which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, securing in SELLER a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest shall have preference and apply in any circumstances in which the Uniform Commercial Code does not apply, title to the merchandise shall remain in the SELLER until full payment of the purchase price. BUYER agrees to execute forthwith any and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or offices, or for filing or recording the conditional sales contract.

8. VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE
   The prices on the products specified are exclusive of all city, state or federal taxes. Buyer shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Unless a Sales Tax Exemption Certificate is provided, Franklin Miller, Inc. will invoice for the New Jersey Sales Tax on all items sold in New Jersey. Franklin Miller, Inc. is not authorized to collect sales tax for any other jurisdiction.

9. CANCELLATION
   An order once placed with and accepted by SELLER can be canceled only with our consent and upon terms that will indemnify SELLER against loss.

10. STOP WORK ORDER OR DELAY
    If an engineering approval, release to manufacturer, shipment or work on any part of this contract is held or delayed by buyer for greater than 30 days from the date of contract, SELLER is entitled to an increase in contract price to cover cost escalations caused by such delay.
11. MISCELLANEOUS PROVISIONS
(a) If any provision of the contract is held invalid, then in such event the rest of the contract shall remain in full force and effect.
(b) Any amendment to any contract or contracts shall require the consent in writing of both parties.
(c) The parties thus shall govern in any instance where they conflict with the provisions of any agreements made by BUYER.

12. BUYER’S RESPONSIBILITY AS TO MAINTENANCE
BUYER shall use and shall require its employees and agents to use all safety devices and guard safe operating procedures and shall maintain the same in proper working order. BUYER shall further obey and have its employees and agents obey safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with regard to any personal injuries or property damages directly or indirectly connected with the operation of the equipment. BUYER further agrees to notify SELLER promptly and in any event not later than ten (10) days after notice or knowledge of any accident or malfunction involving SELLER’s equipment which has caused personal injury or death and to cooperate fully with SELLER in investigating and determining the causes of such accident and malfunction.

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT
Notwithstanding shall be deemed to require SELLER to accept for repair, modification or alteration, if, in fact, such repair, modification or alteration is required of SELLER pursuant to the terms of this agreement or otherwise and, if, in fact, SELLER unless the unit shall have been decontaminated and free from any contamination whatsoever.

14. NOISE LEVEL REQUIREMENTS
Although SELLER’s machines have been designed to satisfy the general requirements of BUYER’s specifications, SELLER cannot represent or certify that they satisfy the noise level requirements for a specific application, location or operation since these circumstances are unique to SELLER and are beyond SELLER’s control and because of the general nature of size reduction equipment that required for test in this noise level requirement, testing will be with no product fed to the machine and FNM will provide a quote for each test to be performed. If conditions are required after completion of the tests, the costs for these modifications will be negotiated.

15. OSHA CONDITIONS
Although SELLER’s machines and guards have been designed to satisfy the general intentions of OSHA requirements, SELLER cannot or certify that they satisfy the requirements of OSHA for a specific application, location or operation since these circumstances are unique to SELLER and are beyond SELLER’s control. The SELLER shall not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

16. DOCUMENTS REQUIRED
Prices quoted include the required number copies required by the specifications. If not stated, Franklin Miller, Inc. shall provide our standard Operations and Maintenance Manuals. Additional manuals are not included in the quoted price and shall be charged to BUYER.

17. PATENT AND LICENSE & LIABILITY INDENIFICATION
BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER, its agents, servants, employees or customers of any product or system, as used by BUYER, in conjunction with any other equipment, product or system. SELLER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising from the actual, alleged or threatened discharge, channelling, release or escape of pollutants from any source whatsoever.

18. TRADEMARKS AND COPYRIGHTS
BUYER acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

19. INDEPENDENT CONTRACTORS
SELLER and BUYER are independent contractors. BUYER is not authorized to and shall not make any representations on behalf of which are binding upon SELLER.

20. NON-ASSIGNMENT BY BUYER
Contracts or contracts may not be assigned by the BUYER without prior written consent of the SELLER.

21. APPLICABLE LAW
Any contracts herein are governed by the applicable laws of the State of New Jersey.

22. BUYER APPROVALS
If BUYER approval is required of the Franklin Miller submittal, specifications and/or operating instructions submissions, upon receipt of such approval, the approved documents shall supersede the BUYER’s description of requirements on this purchase order and the description on the original Franklin Miller proposal. Franklin Miller will provide equipment, spares and data in accordance with the approved submittals.

23. STANDARD PRODUCTS
All of Franklin Miller machines are built to best commercial practices and as part of our standard product line, which may be modified to meet BUYER’s Specifications. However, no manufacturing drawings or procedure, formal inspection plans, welding procedures, quality control plans, sub-supplier information, etc. will be supplied. No formal schedule, progress reports, copies of sub-supplier orders, etc. will be supplied. Erection, safety, operation and maintenance instructions are contained in our manual to be supplied with the machines.

24. SIZES AND DIMENSIONS
The samples, measurements, dimensions and weights contained in the SELLER’s catalogs, sales manuals, Photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any changes which the SELLER, in its absolute discretion, considers necessary.

25. ARBITRATION
Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for default in the performance of any contract, may be brought by the Seller before any judicial court of competent jurisdiction without need for prior arbitration. All other disputes, controversies, or claims arising out of or relating to this agreement or the performance by either party shall be settled by arbitration by an arbitrator mutually agreed to be held in the County of Essex, State of New Jersey in accordance with the rules and procedure then obtaining of the American Arbitration Association.

26. FORUM
All judicial proceeding and/or arbitration brought against Borrower arising out of or relating to this note may be brought in any state or federal court having jurisdiction in the state of New Jersey, and by execution and delivery of this Agreement Buyer accepts for itself and in connection with its properties, generally and unconditionally, the jurisdiction of the aforesaid courts and forum for arbitration and waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereupon in connection with this Agreement. Buyer hereby agrees that service of process is sufficient for personal jurisdiction in any action against Buyer in the state of New Jersey may be made by registered or certified mail, return receipt requested, to Buyer at its address as provided by Buyer. Buyer hereby acknowledges that such service shall be effective and binding in every respect.
Dear Shawn,

We are pleased to quote on the following: To replace a MM 30002-0024 with Hydraulic Drive.

1 EA TASKMASTER® GRINDER, Model TM8524 as follows:
- Nom. 8" x 24" Cutting Chamber
- Ductile Iron Housing
- Cutter Cartridges Technology:
  - 7 Tooth Cnn Cutters, 4140 H.T. for effective cutting
  - Guaranteed NO Stock Re-tightening
  - High Strength Cutters
- 2" Hexagonal Shafting, Hardened Alloy 4140 H.T.
- Bearing/Seal Cartridge - Hardened Stainless steel
- Mechanical, Seals - T.C. Seal Faces
- Adapter Cover
- Coupling Set

1 EA HYDRAULIC ADAPTOR
- Rockland Adaptor
- Cold Rolled Steel
- Epoxy Coated
- Drilled and Tapped

Lump Sum: $13,750.00
Grand Total: $13,750.00

Prices are Valid Until Sunday, April 27, 2014
Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).
Freight Allowed to Job Site.

Delivery is 1 to 2 weeks after receipt of purchase order.

Freight & Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.

Thank you for this opportunity to be of service.
This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.
FRANKLIN MILLER INC.

TERMS AND CONDITIONS

DATED 7/31/01

1. ENTIRE AGREEMENT Any order resulting from a Franklin Miller (SELLER) proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the BUYER shall not be binding on Franklin Miller unless agreed to in writing upon the parties herein, their successors and assigns.

2. LIMITED WARRANTY: SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service and not arising from misuse, negligence or accident, or unauthorized modification or misuse of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carrier. SELLER's obligations under this warranty shall end once the goods are placed at such place or places in the United States of America as may be designated by SELLER. This warranty shall extend to any parts or any goods to which BUYER has, within (12) months after date of shipment given written notice of a claimed defect to SELLER. The SELLER shall not be required to furnish SELLER with details of such defects and this warranty shall be effective as to such goods which upon SELLER's examination shall disclose to its satisfaction to have been defective and which at SELLER's option shall be replaced in place if required for a warranty repair. The BUYER at his expense shall make available in a suitable location for repair by SELLER, or promptly thereafter be returned to SELLER, at BUYER's, or its nominees expense. If upon examination it is determined by the SELLER that the repair or replacement does not fall within the Warranty as set forth in this clause, an estimate for cost of repair will be provided to the BUYER. This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the SELLER be liable to the BUYER or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the use of products, business, or goods will. Under no circumstance will SELLER be liable for any of the following: (1) third party claims against BUYER for losses or damages including liquidated damages; (2) loss of or damage to BUYER's records or data; or (3) economic consequential damages (including loss of profits or savings) or incidental damages even if SELLER is informed of the likelihood and unreasonableness of such damages or (a) defects in parts or components not manufactured directly by SELLER, Franklin Miller will, however, pass on the remaining balance of the purchased equipment manufacturer's warranty; (b) or not part of SELLER's standard design or are supplied pursuant to special, unique requirements; or (c) any parts which are subject to wear and tear from adverse use or abuse thereof; and (d) any part that has been subjected to misuse. SELLER's liability is limited to the repair or replacing at SELLER's option parts determined by SELLER to be defective. No express warranties and no implied warranties, whether of merchantability or fitness for any particular use, or otherwise except as to title, other than those expressly set forth above which are made expressly in lieu of all other warranties, shall apply to products sold by us, and we make, alteration, or modification of the foregoing conditions shall be void unless made in writing and signed by an executive officer of our Corporation. If the buyer is in default of Clause 6 (Payment of Purchase Price) this warranty is null and void unless reinstated by SELLER.

3. FORCE MAJEURE: The obligation of SELLER hereunder shall be excused or canceled as the case may be, for reasons of Act of God, War, Governmental law or regulations, strikes or lock-outs, fire, breakdown of machinery, whether in its own business enterprise, or for any other cause beyond SELLER's control, the goods cannot be delivered or their delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the date of original confirmed by SELLER. If no event shall SELLER become liable in the aforesaid instances to BUYER or any third party for consequential damages, liquidated damages, particularly described in ARTICLE 2 herein.

4. DELIVERY: (a) All quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2000) to any common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER.

5. SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS: (a) Any claims for shortage or damage on destination shipments must be made in writing to SELLER within ten (10) days after date of delivery of goods to the carrier, or time allowed for the proper party under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any person for reorganization or for a state court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of its creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the SELLER. Then, at its option, SELLER may take possession of any goods therefore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

6. PRICE OF PURCHASE: (a) Terms of payment are as follows: 30% in advance and 60% on delivery. Unless stated elsewhere, the terms are Net 90. Upon default by BUYER in any of the terms of this contract, or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of its creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the SELLER. Then, at its option, SELLER may take possession of any goods therefore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

7. SECURITY INTEREST AND TITLE: In states and localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, releasing SELLER a security interest until full payment of purchase price. The provision of the Uniform Commercial Code regarding security interest shall have preference and apply if inconsistent with other terms of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain in SELLER until delivery and signed by full payment of the purchase price. BUYER agrees to execute forthwith any and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registrars or offices, or for filing or recording the conditional sales contract.

8. VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE: The prices on the products specified are exclusive of all city, state or federal taxes. BUYER shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Unless a Sales Tax Exemption Certificate is provided, Franklin Miller, Inc. will invoice for the New Jersey Sales Tax on all items sold in New Jersey. Franklin Miller, Inc. is not authorized to collect sales tax for any other jurisdiction.

9. CANCELLATION: An order once placed with and accepted by SELLER can be cancelled only with our consent and upon terms that will indemnify SELLER against loss.

10. STOP WORK ORDER OR DELAY: If an engineering approval, release to manufacturer, shipment or work on any part of this contract is held or delayed by buyer for greater than 120 days from the date of contract, SELLER is entitled to an increase in contract price to cover cost escalations caused by such delay.
FRANKLIN MILLER INC.
TERMS AND CONDITIONS
DATED 10/1/86

11. MISCELLANEOUS PROVISIONS
(e) If for any reason a provision of the contract is held invalid, then in such event the rest of the contract shall remain in full force and effect.
(b) Any amendment to any contract or contracts shall require the consent in writing of both parties.
(c) The within terms shall govern in any instance where they conflict with the provisions of any terms used by BUYER.

12. BURDEN OF PROOF AS TO MAINTENANCE
BUYER shall use and shall require its employees and agents to use all safety devices and procedures and shall maintain the same in proper working order. BUYER shall further obey and have its employees and agents obey safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with regard to any personal injuries or property damages directly or indirectly connected with the operation of the equipment. BUYER further agrees to notify SELLER promptly and in any event not later than ten (10) days after notice or knowledge of any accident or malfunction involving SELLER's equipment which has caused personal injury or property damage and to cooperate fully with SELLER in investigating and determining the causes of such accident and malfunction.

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT
Nothing herein shall be interpreted to require SELLER to accept for repair, modification or alteration, if, in fact, such repair, modification or alteration is required of SELLER pursuant to the terms of this agreement or otherwise and, if, in fact, SELLER unless the units shall first have been decontaminated and free from any contamination whatsoever.

14. NOISE LEVEL REQUIREMENTS
Although SELLER's machines have been designed to satisfy the general requirements of BUYER's specifications, SELLER cannot represent or certify that they satisfy the noise level requirements for a specific application, location or operation since these circumstances are unknown to SELLER and are beyond SELLER's control and because of the general nature of size reduction equipment. If required to test for this noise level requirement, testing will be with no product feed to the machine and FM will provide a quote for each test to be performed. If corrections are required after completion of the tests, the costs for these modifications will be negotiated.

15. OSHA CONDITIONS
Although SELLER's machines and guards have been designed to meet the general requirements of OSHA, SELLER cannot certify or guarantee that they satisfy the requirements of OSHA for a specific application, location or operation since these circumstances are unknown to SELLER and are beyond SELLER's control. The SELLER shall not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

16. DOCUMENTS REQUIRED
Priced quoted includes the required number copies required by the specifications. If not stated, Franklin Miller, Inc. shall provide our standard Operations and Maintenance Manual. Any additional manuals are not included in the quoted price and shall be charged to BUYER.

17. PATENT AND LICENSE & LIABILITY INDEMNIFICATION
BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER of its agents, servants, employees or customers of the products or components, as used by BUYER, in conjunction with any other equipment, product or system. SELLER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or "lossy liability" or "property damage" arising from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from any source whatsoever. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, ashes, dusts, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. vapor, soot, fumes,

18. TRADEMARKS AND COPYRIGHTS
BUYER acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

19. INDEPENDENT CONTRACTORS
SELLER and BUYER are independent contractors. BUYER is not authorized to and shall not make any representations on behalf of which are binding upon SELLER.

20. NON-ASSIGNMENT BY BUYER
Contract or contracts may not be assigned by the BUYER without prior written consent of the SELLER.

21. APPLICABLE LAW
Any contracts herein are governed by the applicable laws of the State of New Jersey.

22. BUYER APPROVALS
If BUYER approval is required of the Franklin Miller subsidiary, specifications and/or operating instructions must be submitted, upon receipt of such approval, the approved documents shall supersede the BUYER's description of requirements on this purchase order and the specification on the original Franklin Miller proposal. Franklin Miller will provide equipment, spare parts and data in accordance with the approved submittals.

23. STANDARDS PRODUCTS
All of Franklin Miller machines are built to best commercial practices and as part of our standard product line, which may be modified to meet BUYER'S Specifications. However, no manufacturing drawings or procedures, formal inspection plans, welding procedures, quality control plans, sub-supplier information, etc. will be supplied. For formal schedule, progress reports, copies of sub-supplier orders, etc. will be supplied. Erection, safety, operation and maintenance instructions are contained in our manual to be supplied with the machines.

24. SIZES AND DIMENSIONS
The samples, measurements, dimensions and weights contained in the SELLER's catalogs, sales manuals, photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any changes which the SELLER, in its absolute discretion, considers necessary.

25. ARBITRATION
Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for remedies for other undisputed breaches by the purchaser of the contract of sale, may be brought by the SELLER before any judicial court of competent jurisdiction without need for prior arbitration. All other disputes, controversies, or claims arising out of or relating to this agreement or the performance or breach thereof shall be settled by arbitration by an arbitrator mutually agreeable to be held in the County of Essex, State of New Jersey in accordance with the rules and procedures then obtaining of the American Arbitration Association.

26. FORUM
ALL JUDICIAL PROCEEDING AND/OR ARBITRATION BROUGHT AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT BUYER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND FORUM FOR ARBITRATION AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENCE AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. Buyer hereby agrees that service of process sufficient for personal jurisdiction in any action against Buyer in the State of New Jersey may be made by registered or certified mail, return receipt requested, to Buyer at its address as provided by Buyer. Buyer hereby acknowledges that such service shall be effective and binding in every respect.
Dear Shawn,

We are pleased to quote on the following: To replace a MM 30002-0040 with Hydraulic Drive.

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<th>TASKMASTER® GRINDER, Model TM8540 as follows:</th>
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<td>- Nom. 8&quot; x 40&quot; Cutting Chamber</td>
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<td>- Ductile Iron Housing</td>
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<td>- Cutter Cartridges: 7 Tooth Cam Cutters, 4140 H.T.</td>
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<td>- 2&quot; Hexagonal Shafting, 4140 H.T.</td>
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<td>- Adaptor Cover</td>
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<td>- Drilled and Tapped</td>
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**Lump Sum:** $18,795.00

**Grand Total:** $18,795.00

Prices are Valid Until Sunday, April 27, 2014

Terms: Net 30 days from shipping (subject of approval by Franklin Miller, Inc. Accounting Dept.).

Freight Allowed to Jobsite.

Delivery is 1 to 2 weeks after receipt of purchase order.

**Freight & Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.**

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

……….. See the difference
1. ENTIRE AGREEMENT. Any order resulting from a Franklin Miller (SELLER) proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the BUYER shall not be binding on SELLER unless agreed to in writing upon the parties hereto, their successors and assigns.

2. LIMITED WARRANTY. SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence, accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carrier. SELLER shall not be liable for any inaccuracies or deficiencies in the goods at the place or places in the United States of America as may be designate by SELLER. This warranty shall persist to any part or parts of any goods to which BUYER has, within (12) months after date of shipment, written notice of claimed defect in such goods. The BUYER shall be required to furnish SELLER with details of such defects and this warranty shall be effective as to such goods which upon SELLER’s examination shall disclose its satisfaction to have been defective and which at SELLER’s option shall be repaired in place if required for a warranty repair. The BUYER is responsible for all costs of warranty repairs and SELLER is not liable for any modifications of the equipment or parts that may be required. No warranty is given to the equipment or parts which are subject to wear and tear from normal use or misuse.

3. FORCE MAJEURE. The obligation of SELLER hereunder shall be modified or excused as the case may be, for reasons of force of God, War, Governmental law or regulations, strikes or lockouts, fire, breakdown of machinery, whether in its own business enterprise, or if for any other cause beyond SELLER’s control, the goods cannot be delivered or the delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the contract if the delay exceeds (5) months from the delivery date originally specified by SELLER. In no event shall SELLER be liable in the aforesaid instances to BUYER or any third party for consequential, liquidated damages, specifically described in ARTICLE 2 herein.

4. DELIVERY. (a) All quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2020) to any common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER.

5. SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS. (a) Any dates of shortage or damage of destination shipments must be made in writing to SELLER within ten (10) days after delivery of the goods (so to which claim is made) to SELLER or its nominees, but in no event shall the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claim shall be deemed waived.

6. PAYMENT OF PURCHASE PRICE. (b) Time of payment is of the essence under this contract. Unless stated elsewhere, the terms are Net 30. Upon default by BUYER in any of the terms of this contract, or failure to comply with any of the conditions hereof, or upon notice of the property under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any petition for reorganization or for a stay court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER deems itself insecure, the full amount of the purchase price together with remaining unpaid shall at once become due and payable at the option of the SELLER. In that event, the SELLER may take possession of any goods therefore sold to BUYER in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

7. SECURITY INTEREST AND TITLE. In States and localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving to SELLER a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest shall have precedence and apply if inconsistent with other terms of the conditions of sale herein. In States and localities where the Uniform Commercial Code does not apply, titles to the goods shall remain in the SELLER or its assigns until full payment of the purchase price. BUYER agrees to execute forthwith any and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registrars or offices, or for filing or recording the conditional sales contract.

8. VARIATIONS IN DUTIES AND “TAXES & RATE OF EXCHANGE. The prices on the products specified are exclusive of all city, state or federal taxes. BUYER agrees to bear any increases, after the date of this contract, in or any new imposition of duties, taxes or duties relating to the product sold hereunder. Unless a Sales Tax Exemption Certificate is provided, Franklin Miller, Inc. will invoice for the New Jersey Sales Tax on all items sold in New Jersey. Franklin Miller, Inc. is not authorized to collect sales tax for any other jurisdiction.

9. CANCELLATION. An order once placed with and accepted by SELLER can be cancelled only with our written consent and upon terms that will indemnify SELLER against loss.

10. STOP WORK ORDER OR DELAY. If an engineering approval, release to manufacturer, shipment or work on any part of this contract is held or delayed by BUYER for greater than 120 days from the date of contract, SELLER is entitled to an increase in contract price to cover cost escalations caused by such delay.
11. MISCELLANEOUS PROVISIONS
(a) If for any reason the proceeds of the contract is legally invalid, then in such event the rest of the contract shall remain in full force and effect.
(b) Any amendment to any contract or contracts shall require the consent in writing of both parties.
(c) The within terms shall govern in any instance where they conflict with the provisions of any forms used by BUYER.

17. BUYER'S RESPONSIBILITY AS TO MAINTENANCE
BUYER shall use and shall require its employees and agents to use all safety devices and guard safe operating procedures and shall maintain the same in proper working order BUYER shall further obey and have its employees and agents obey safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with regard to any personal injuries or property damages directly or indirectly connected with the operation of the equipment. BUYER further agrees to notify SELLER promptly and in any event not later than ten (10) days after notice or knowledge of any accident or malfunction involving SELLER's equipment which has caused personal Injury or damage and to cooperate with SELLER in investigating and determining the causes of such accident or malfunction.

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT
Nothing herein shall require SELLER to accept for repair, modification or alteration, if, in fact, such repair, modification or alteration is required of SELLER pursuant to the terms of this agreement or otherwise and, if, in fact, SELLER denies the units shall first have been decontaminated and freed from any contamination whatsoever.

14. NOISE LEVEL REQUIREMENTS
Although SELLER's machines have been designed to satisfy the general requirements of BUYER's specifications, SELLER cannot represent or certify that they satisfy the noise level requirements for a specific application, location, or operation since these circumstances are unknown to SELLER and are beyond SELLER's control and because of the general nature of site reduction equipment. If required to test for this noise level requirement, testing will be with no product fed to the machine and R.H. and will provide a quote for each test to be performed. If connections are required after completion of the tests, the costs for these modifications will be negotiated.

15. OSHA CONDITIONS
Although SELLER's machines and guards have been designed to satisfy the general intentions of OSHA requirements, SELLER cannot present or certify that they satisfy the requirements of OSHA for a specific application, location, or operation since these circumstances are unknown to SELLER and are beyond SELLER's control. The SELLER shall not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

16. DOCUMENTS REQUIRED
Prices quoted include the required number copies required by the specifications. If not stated, Franklin Miller, Inc. shall provide our standard Operations and Maintenance Manuals. Any additional manuals are not included in the quoted price and shall be charged to BUYER.

17. PATENT AND LICENSE & LIABILITY INDEMNIFICATION
BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER, its agents, servants, employees or customers of the product provided by SELLER, as used by BUYER, in conjunction with any other equipment, product or system. BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or "bodily injury" or "property damage" arising from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from any source whatsoever. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. vapor, soot, fumes.

18. TRADEMARKS AND COPYRIGHTS
BUYER acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

19. INDEPENDENT CONTRACTORS
SELLER and BUYER are independent contractors. BUYER is not authorized to and shall not make any representations on behalf of which are binding upon SELLER.

20. NON-ASSIGNMENT BY BUYER
Contract or contracts may not be assigned by the BUYER without prior written consent of the SELLER.

21. APPLICABLE LAW
Any contracts herein are governed by the applicable laws of the State of New Jersey.

22. BUYER APPROVALS
If BUYER approval is required of the Franklin Miller submittals, specifications and/or operating instructions submissions, upon receipt of such approval, the approved documents shall supersede the BUYER's description of requirements on the purchase order and the description on the original Franklin Miller proposal.

23. STANDARD PRODUCTS
All of Franklin Miller machines are built to best commercial practices and as part of our standard product line, which may be modified to meet BUYER's specifications. However, no manufacturing drawings or procedure, formal inspection plans, welding procedures, quality control plans, sub-supplier information, etc. will be supplied. No formal schedule, progress reports, copies of sub-supplier orders, etc. will be supplied. Erection, safety, operation and maintenance instructions are contained in our manual to be supplied with the machines.

24. SIZES AND DIMENSIONS
The samples, measurements, dimensions and weights contained in the SELLER's catalog, sales manuals, photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any change which the SELLER, in its absolute discretion, considers necessary.

25. ARBITRATION
Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for nonremoval of other undisputed breaches by the purchaser of the contract of sale, may be brought by the SELLER before any judicial court of competent jurisdiction without need for prior arbitration. All other disputes, controversies, or claims arising out of or relating to this agreement or the performance or breach thereof shall be settled by arbitration by an arbitrator mutually agreeable to be held in the County of Essex, State of New Jersey in accordance with the rules and procedure then obtaining the American Arbitration Association.

26. FORUM
ALL JUDICIAL PROCEEDING AND/OR ARBITRATION BROUGHT AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT BUYER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE FORESAID COURTS AND FORUM FOR ARBITRATION AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENTIS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. Buyer hereby agrees that service of process sufficient for personal jurisdiction in any action against Buyer in the State of New Jersey may be made by registered or certified mail, return receipt requested, to Buyer at its address as provided by Buyer. Buyer hereby acknowledges that such service shall be effective and binding in every respect.
All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

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<th>Line</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>30002-0040-DI-New Cutter Cartridge 11cam cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Motor Type Hydraulic Less Motor Less Spool</td>
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<td>$24,612.00</td>
<td>$49,224.00</td>
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<td>2</td>
<td>TRQ MTR ASSY 4.3GPM 5HP A31049-0002</td>
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<td>$1,550.65</td>
<td>$3,101.30</td>
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Please verify serial # and model # are correct.

Total $52,325.30

Explanation of Service Programs:
1. EXCHANGE PROGRAM: To minimize grinder down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your grinder requiring reconditioning. Once you receive your Exchange send the old grinder back to one of our Service Center within 30 days to activate your Warranty. Freight is included on all Exchange price quotes.

2. REPAIR PROGRAM: You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.

3. NEW CUTTER CARTRIDGE: We can replace your Muffin Monster with an identical grinder using all new parts.

4. PARTS: You can elect to replace parts on your Muffin Monster. Your manual will reference all Part numbers.

5. These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.

6. Please note there will be a 20% restocking fee on all returned items.

7. Lead time may vary depending on parts availability.

8. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.

9. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:

   Bill to Address, Ship to Address, tax exemption certificate.

JWC Environmental LLC
Adam Barlow
Customer Service

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products
is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer’s assent to these terms. Seller rejects all additional, conditional and different terms in Buyer’s form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer’s order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer’s inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and terms acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimates and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil or military authorities, fees, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make or, to delay, or to ship any products of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within fifteen calendar days from the delivery date and disposition of the claim is solely at Seller’s determination.

PRICES

Prices of the Seller’s Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging, but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller may be rescinded at any time and exclusively at the Seller’s discretion. No Product, other than Product which is not damaged, defaced or altered, may be returned to Seller without the prior written consent of Seller. All returns must be prepaid freight, insurance, and all other expenses incurred in returning the returnable Products to Seller. The Seller may refuse to return any Products returned to Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants that this Product shall be free from defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defect does not appear to be caused by unreasonable or improper use, or (b) the Seller (or an authorized service center designated by the Seller) reasonably determines that the defect is covered by the warranty, then the Seller shall, at its sole discretion, either (i) repair the defect free of charge or (ii) replace the Product. If the Product is replaced, the replaced Product becomes the property of the original Buyer and the repaired or replaced Product becomes the property of the Seller. This warranty is irrevocable and transfers with ownership of the replaced Product. The warranty period is 90 days for all components not manufactured directly by the Seller is available to Buyer under agreements of Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to the nearest service center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Buyer. Any replacement Products will be warranted only for any remaining term of the original warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER’S FURTHER LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATIONS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS UNDER THE FOREGOING LIMITED WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE EFFECTIVE PRODUCT OR PART. AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY LOSS PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN BUYER’S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, WHETHER FOR BREACH OF WARRANTY OR ANY OTHER CAUSE OF ACTION, MAY BE BROUGHT AGAINST THE SELLER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unconditionally agreed to in writing by the Seller, no charges may be made to the Buyer by or for any third party employed by buyer for removing, installing or modifying any Product. The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller’s prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any cancellation or change of an order for Products by Buyer after fabrication of the Products to fill Buyer’s order has been commenced. If Buyer shall default in paying any for Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney’s fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller secured under or in connection with this Agreement are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller’s waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties heretofore shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or any Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. Any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under “Limited Warranty” above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company’s written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any
amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER’S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HERIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER’S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER’S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HERIN. IN THE ABSENCE OF BUYER’S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HERIN THE SELLER’S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER’S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER’S PURCHASE ORDER, SHALL BE FOR BUYER’S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER’S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER’S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HERIN. THE SELLER’S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HERIN.
SCOPE OF WORK

LOCATION

Bouton Street Wastewater Pump Station
Bouton Street Norwalk, CT. 06855
2 Centrifugal 10 HP Pumps, rated capacity of 0.921 MGD

SUBCONTRACTOR

SUBCONTRACTOR will provide all necessary labor, material, equipment and supervision to provide the following:

* Note: All work will not be performed without all Safety Personal Protective Equipment (PPE) and an Activity Hazard Analysis (AHA) reviewed by all staff involved with the job

SCOPE OF WORK

1. Obtain all necessary permits and authorizations to perform work
2. Prepare AHA for CH2M Hill review
3. Mobilization
4. Prepare and submit for approval new control strategy narrative to include Motor Starter Control Panel, Operator Interface Terminal (OIT) (for existing PLC control panel), submersible pressure transmitter and backup float system w/ ISB’s.
5. Material to include new NEMA 4x control panel, main circuit breakers (CB), disconnects, motor starters and associated equipment such as selector switches, pilot lights, relays, terminals, wiring etc
6. All material is specified as Allen Bradley where applicable to be compatible with existing SCADA control panel
7. Prepare and submit for approval new control panel drawings
8. Supply, install, and provide programming, startup, and testing of new and existing Pumping Station control panels, wiring, floats, associated equipment, PLC and OIT for full status, alarm, and controls consistent with other sites of this type at Norwalk.
9. Program existing WPCA Polling PLC and SCADA for full status, alarm, and controls consistent with other sites of this type at Norwalk.
10. Provide all Electrical work associated with removal and demo of existing controls, installation of new panels/instruments/etc, and conduit/wire.
11. Maintain existing controls until system is proven
12. Provide O&M manual, As-Built CAD drawings, and minimum 4 hours training
13. Demobilization and removal of all scrap and debris
### NORWALK PUMP STATION CONTROLS REPLACEMENT QUOTES - 2014

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<th>Location(s)</th>
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$ 46,132.00

* See separate scope of work
July 11, 2014

CH2M Hill Norwalk
60 South Smith St
Norwalk, CT 06851

Attn: Shawn Jennings
Contact: (203) 515-0770; email: shawn.jennings@ch2m.com

Re: Norwalk, CT WPCA
Subject: Proposal for Five Mile Pumping Station SCADA Control Upgrade

Shawn:

Aaron Associates appreciates the opportunity to provide the following proposal to upgrade the Bouton Street Pumping Station instrumentation and controls system. As we discussed, our proposal is complete here and features a new motor control panel, integration with the recently installed PLC and radio control panel (from the Remote Sites project), an Operator Interface Terminal with full status/controls/alarming both locally at the PS and remotely at the WWTF SCADA. Its integration will be consistent with the other remote pumping stations we have integrated and the WPCA Operators are already familiar. That being said, the Owner should have no reservation that AA is both experienced and fully capable of completing the task at hand.

The following table is a detailed summary of the material and engineering required to complete this effort. The total price is $46,132.

Please contact me after you’ve had a chance to review this proposal. Submittal lead time is 8-10 weeks. With your approval, we are prepared to get started right away.

Sincerely,

Carmen Corvigno
Professional Engineer
Phone: (203) 753-1536 x10
Description | Mfr/Model | Qty | Not |
---|---|---|---|
Operator Interface Terminal | Allen Bradley PanelView P | 1 | $2,420 |
Submersible Pressure Transmitter | MJK | 1 | $1,100 |
Motor Starter Control Panel, NEMA 4X, 36" x 21 x 10, mounting plate and feet | Saginaw | 1 | $1,320 |
MSCP Main CB and Disconnect | Allen Bradley | 1 | $550 |
MSCP Branch CBs | Allen Bradley | 2 | $330 |
MSCP Motor Starters w/ Overloads | Allen Bradley | 2 | $880 |
MSCP Control Power Transformer | Allen Bradley | 1 | $220 |
MSCP Selector Switches: H/O/P, NEMA 4X, 30mm | Allen Bradley | 2 | $220 |
MSCP Pilot Lights: LED, 30mm, NEMA 4X (Pump Running, Common Alarm) | Allen Bradley | 4 | $440 |
MSCP Panel Devices (distribution relays, terminals, wire) | Phoenix Contact | 1 | $550 |
MSCP Fabrication | Panel shop | 1 | $2,990 |
Backup Floats (read, lag, all off) | Anchor | 3 | $380 |
ISB CP Panel Devices (ISBs (one for sub level), relays, wiring) | Phoenix Contact | 1 | $1,120 |
Electrical installation as per Addison quote | Addison Electric | 1 | $13,662 |
$ 26,422 Material

Engineering | hrs | net |
---|---|---|
Control panel drawings engineering and submittal | 32 | $4,320 |
Control Strategy Narrative | 4 | $540 |
Pump Station inhouse PLC and OIT programming and testing | 40 | $5,400 |
Pump Station onsite PLC/OIT startup | 20 | $2,700 |
Onsite control panel mods and installation supervision | 8 | $1,090 |
Backup float system startup | 8 | $1,090 |
WPCA Inhouse Flowing PLC and SCADA programming | 16 | $2,190 |
WPCA onsite PLC and SCADA startup | 10 | $2,950 |
Training | 4 | $540 |
Final Documentation | 4 | $540 |
$ 19,710 Engineering
$ 46,132 Total

Notes:
1. Existing 480VAC circuit breaker to be reused
2. Existing motors to be reused
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<th>ORIGINAL APPROP</th>
<th>TRANFERS/ADJUSTMENTS</th>
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TOTAL WATER POLLUTION CONTROL 18,866,192 0 18,866,192 2,920,598.64 4,062,569.60 11,883,023.76 37.0%

TOTAL PUBLIC WORKS 18,866,192 0 18,866,192 2,920,598.64 4,062,569.60 11,883,023.76 37.0%

TOTAL WATER POLLUTION CONTROL 18,866,192 0 18,866,192 2,920,598.64 4,062,569.60 11,883,023.76 37.0%

TOTAL EXPENSES 18,866,192 0 18,866,192 2,920,598.64 4,062,569.60 11,883,023.76 37.0%

GRAND TOTAL 18,866,192 0 18,866,192 2,920,598.64 4,062,569.60 11,883,023.76 37.0%

** END OF REPORT - Generated by Dilene Byrd **
FOR 2015 99

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| 040 PUBLIC WORKS |

| 224062 WATER POLLUTION CONTROL |

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| 224062 4121 NITROGEN CREDIT TRADING | -65,900 | 0 | -65,900 | -65,525.00 | .00 | -375.00 | 99.4% |
| 224062 4451 SEWER PERMITS | 0 | 0 | 0 | -900.00 | .00 | 900.00 | 100.0% |
| 224062 4453 SEPTIC LICENSE | -1,500 | 0 | -1,500 | .00 | .00 | -1,500.00 | .0% |
| 224062 4513 SEWER USE CHARGES | -13,512,961 | 0 | -13,512,961 | -13,757,434.00 | .00 | 244,473.00 | 101.8% |
| 224062 4516 SEPTIC DISPOSAL FEE | -525,000 | 0 | -525,000 | -96,030.00 | .00 | -428,970.00 | 18.3% |
| 224062 4521 SEWER USE CHARGES-WILT | -475,000 | 0 | -475,000 | .00 | .00 | -475,000.00 | .0% |
| 224062 4522 SEWER USE CHARGES-OUT | -52,750 | 0 | -52,750 | -52,749.00 | .00 | -1.00 | 100.0% |
| 224062 452B REIMB. STORMWATER O&M | -5,000 | 0 | -5,000 | .00 | .00 | -5,000.00 | .0% |
| 224062 452C INDUSTRIAL PRETREATMENT | -220,000 | 0 | -220,000 | -236,680.00 | .00 | 16,680.00 | 107.6% |
| 224062 452D SEWER CONNECTION FEES | -100,000 | 0 | -100,000 | -9,320.00 | .00 | -90,680.00 | 9.3% |
| 224062 452E INDUSTRIAL PRETREATMENT | 0 | 0 | 0 | -1,245.38 | .00 | 1,245.38 | 100.0% |
| 224062 4901 INVESTMENT INCOME | -43,081 | 0 | -43,081 | -19,800.00 | .00 | -23,281.00 | 46.0% |
| **TOTAL WATER POLLUTION CONTROL** | -15,066,192 | 0 | -15,066,192 | -14,268,936.65 | .00 | -797,255.35 | 94.7% |
| **TOTAL PUBLIC WORKS** | -15,066,192 | 0 | -15,066,192 | -14,268,936.65 | .00 | -797,255.35 | 94.7% |
| **TOTAL WATER POLLUTION CONTROL** | -15,066,192 | 0 | -15,066,192 | -14,268,936.65 | .00 | -797,255.35 | 94.7% |

**END OF REPORT - Generated by Dilene Byrd**
Norwalk WPCA

Sammis Street Pump Station
Ann Street Siphon Controls
Flood Damage Upgrade
Project WPCA 2013-1

EXECUTIVE SUMMARY
October 2014

PREPARED BY:
Nicholas E Berkun
Junior Engineer

Distribution:
Lisa Burns, PE
Ralph Kolb, PE
WPCA File

6.C.
Flood Damage Upgrade Project WPCA 2013-1

EXECUTIVE SUMMARY
October 20, 2014

Construction Progress

- Ann Street Siphon
  - RTU and control panel tested and ready for installation
  - New panel and control installation scheduled for Monday October 20, 2014
  - Estimated 1 week for completion after RTU and Control panel delivered onsite
- Sammis Street Pump Station
  - Site maintenance
    - Continued protection of walking path, crab apple and birch trees
  - Construction progress
    - All concrete work completed
    - Hatches, stairs, vent piping
    - Bypass piping
    - Yard Hydrant – waiting to energize line with City water supply
  - Upcoming work
    - Ann Street siphon controls and SCADA
    - Framing walls and roof for new building

Project Administration

- Sammis Street Pump Station
  - Submittals and RFIs – more notable changes to the original scope of work include:
    - Generator to be mounted to the top of the pump station slab with additional equipment pad as specified in original project documents – no change in original plan
    - Colors selected
    - Fence style selected
  - Potential Change Orders
    - Close up existing formed openings beneath former MCC locations
    - Clean wet well, spray epoxy liner to rehabilitate corroded concrete
    - Pave walking path
- Ann Street Siphon
  - Proposed to re-use existing sensors and flow meter if they are functional and not in need of replacement
  - Proposed credit for labor to install new sensors and flow meter
  - WPCA will keep new sensors and meter for future use
1 Plant Activities

A Maintenance

Major Items Completed
Removed MLP #6 for repairs. Installed MLP #1. Repaired BFP
Cleaned 1 to 4 FST's. Cleaned dechlor tank. Repaired city water
line. Installed new motor on booster pump #1. Repaired water
line to polymer make up. Repaired hypo fill line.

Work orders | MC
# of WOs completed
This Month  203
Last Month  268

Ending WO backlog  228
283

B Violations

Permit Monthly

Excursion - Reason
None

Performance Guarantee
None

C Training

Safety Tailgates
Fall Prevention Awareness Handout, OSHA Fact Sheet Haz
Energy Recognition, HOC 22 Gear Oil MSDS Training. Office
Safety Toolbox, Controlling Stress Toolbox Welding and Cutting
Toolbox. 3M Scotch Weld High 90 Self Adhesive Spray MSDS
Sammis St. motor install Crane AHA. Old Trolley Way PS motor
Starter AHA.

2 Collection Systems

A Pump Stations

MRR Repairs/Upgrades
Installed new controls at Trolley Way PS. Installed new
generator at Ft. Point PS. Installed new motor on pump 3 at
Sammis St. PS. Pulled pump #2 at Fort Point PS for repair

B Collection System

Spill / Overflow Reports
77 Roton Ave 1504 gal spill due to problem at Sammis St. PS
Heavy rain Saddle Rd could not verify amount . 14 Hawkins
4125 gal spill. Penna repaired force main
Penna paved portion of Autumn, Site of previous line repair.

MRR Repairs/Upgrades
Penna paved portion of Autumn, Site of previous line repair.

<table>
<thead>
<tr>
<th>CCTV Miles</th>
<th>Cleaning Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>CY06, 6/1/05-5/31/06</td>
<td>9.83</td>
</tr>
<tr>
<td>CY07, 6/1/06-5/31/07</td>
<td>9.79</td>
</tr>
<tr>
<td>CY08, 6/1/07-5/31/08</td>
<td>9.79</td>
</tr>
<tr>
<td>CY09, 6/1/08-5/31/09</td>
<td>51.97</td>
</tr>
<tr>
<td>CY10, 6/1/09-6/30/10</td>
<td>5.97</td>
</tr>
<tr>
<td>CY 11, 7/1/10-6/30/11</td>
<td>3.33</td>
</tr>
<tr>
<td>CY 12, 7/1/11-6/30/12</td>
<td>5.52</td>
</tr>
<tr>
<td>CY 13, 7/1/12-6/30/13</td>
<td>13.96</td>
</tr>
<tr>
<td>CY 14, 7/1/13-6/30/14</td>
<td>8.45</td>
</tr>
<tr>
<td>Last Month</td>
<td>1.00</td>
</tr>
<tr>
<td>This Month</td>
<td>1.60</td>
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</table>
3 Personnel

A Number of Associates / Wastewater Operator Certifications

<table>
<thead>
<tr>
<th></th>
<th>Total Personnel</th>
<th>Certifications</th>
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</thead>
<tbody>
<tr>
<td>Operations</td>
<td>6</td>
<td>Class IV 3</td>
</tr>
<tr>
<td>Maintenance</td>
<td>9</td>
<td>Class III 3</td>
</tr>
<tr>
<td>Collection Systems</td>
<td>5</td>
<td>Class II 3</td>
</tr>
<tr>
<td>Administration</td>
<td>3</td>
<td>Class I 3</td>
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<tr>
<td>Turnover</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

B Changes

None

4 Safety

OSHA Recordable Incidents

None

Lost Time Incidents

None

5 Total Nitrogen Performance

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Avg. Influent Wastewater Temp. (°C)</td>
<td>23</td>
</tr>
<tr>
<td>Avg. BOD Loading (lbs./day)</td>
<td>19,070</td>
</tr>
<tr>
<td>Actual TN Performance (lbs./day)</td>
<td>499</td>
</tr>
<tr>
<td>Lookup Value (lbs./day)</td>
<td>777</td>
</tr>
<tr>
<td>Actual minus Lookup (lbs./day)</td>
<td>-278</td>
</tr>
<tr>
<td>TN Performance Band</td>
<td>D</td>
</tr>
<tr>
<td>Uncontrollable Circumstances</td>
<td></td>
</tr>
</tbody>
</table>

Operational Review Findings

SOP Status

Summary of Findings

Inventory at targets.

Description of Ranges/Bands

<table>
<thead>
<tr>
<th>Range</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band A</td>
<td>aTN between 1 to 175 lbs./day less than LV</td>
</tr>
<tr>
<td>Band B</td>
<td>aTN between LV and up to 117 lbs./day in excess of LV</td>
</tr>
<tr>
<td>Band C</td>
<td>aTN between 118 and 234 lbs./day in excess of LV</td>
</tr>
<tr>
<td>Band D</td>
<td>aTN greater than 234 lbs./day in excess of LV</td>
</tr>
<tr>
<td></td>
<td>aTN 176 lbs./day less than LV</td>
</tr>
</tbody>
</table>

6 Miscellaneous

Regulatory Inspections

None

Storm Flow Events

None
1. Plant Operations
   A. Major Parameters

   Monthly average
   BOD (mg/l)

   Monthly average
   TSS (mg/l)

   Monthly average
   Fecal (#/100 ml)

   Monthly average
   TN (lbs/day)

   12-month Rolling
   average
   TN (lbs/day)

   Monthly average
   Flow MGD
WPCA for the City of Norwalk and OMI, Inc.  
Collection System Progress Meeting  
October 10, 2014

1) Collection System Data Management and Inspection
   (a) Cityworks data entry from February 1, 2014 to current reflected in attached tables
      (i) Future reporting will be done monthly
      (ii) Monthly TV numbers are lower than KPI in O&M manual due to targeting deformed pipes and critical issues. Next month's TV inspection efforts continue to focus on documenting known critical areas.
      (iii) There are discrepancies in historical reporting between Citywork and monthly reports due to GIS lengths. Future reporting will be based on Cityworks data.
   (b) Hot spot list
      (i) New draft list and maps by weekly work area attached. Final review of list will be completed next week.
      (ii) Finalized list will be put in GIS to update the old list. Justin Kauffman and Steven Birney have developed a methodology for Justin to perform this update.
      (iii) Once updated monthly work on hot spots will be tracked/document separately for clarity.
   (c) Deformed pipe list
      (i) See attached working documentation
      (ii) 41 out of 61 deformed pipe segments have been inspected, reviewed and rated.
      (iii) Remaining to be inspected and rated by December. A criticality will be assigned to each to begin discussion about path forward for repairs.
   (d) Pipe condition downstream of PS forcemains
      (i) TV work near complete
      (ii) Review and suggested corrective actions to be developed.
   (e) Inspection crews now use a locator on the TV camera to help find buried manholes, manholes in easements and to document above ground locations of pipe issues.
   (f) Protruding laterals
      (i) Cutter has been used to remove protruding laterals as they are found
      (ii) A list will be generated for any outstanding laterals if required. Right now there are only 3 known that still need to be cut.
   ii) Internal issue tracking list is now used to document responsibilities. This is updated on weekly calls with Collection System Team.
   iii) Action Items
      (i) Identify pipes in easements through a GIS layer. The purpose of this is to track easement inspection separately for clarity.
      (ii) Add a PACP rating to TV inspection documentation in Cityworks
      (iii) Update sewer problem areas in Norwalk GIS

2) Major Repair & Replacement Projects:
   (a) 47 Wall Street and Metro North
      (i) Scope of work and fee has been agreed upon
      (ii) Fenna finalizing permits with Metro North
   (b) Betts Place & Harvey St - CCTV work is needed, update GIS information, cut pipe
      (i) Eric to develop a plan for inspection
   (c) New Manholes - Bouton Street, Seaview - Add MHs for maintenance
      (i) Fenna waiting for DPW permits
   (d) Linden Ave Repair
      (i) DPW permits obtained
      (ii) Fenna has work scheduled for 10/14/14
3) WPCA Capital Improvement Projects (CIPs):
   (a) Beacon St Project – contracts signed – Kick-off meeting held on 7/24
       (i) Heitkamp – cleaning and cctv
       (ii) Point repairs – AJ Penna
   (b) Bouton St and Ely Ave
       (i) Arcad’s to provide scope and cost for borings.

4) Current Evaluations:
   (a) Saddle Road
       (i) Smoke test results show minor indirect connections
       (ii) Still no verification of SSO. Seems like stormwater flooding.
       (iii) Manhole surcharge meters installed on two manholes to monitor.
   (b) Clinton/Frost – grease issues
       (i) Confirmed offset joint
       (ii) Has been frequently cleaned to minimized backup potential
       (iii) Will be added to problem areas list
       (iv) This item will be removed from evaluation list next month
   (c) Potential Future Projects
       (i) Newtown Avenue – State project continue to monitor schedule
   (d) EPA Potential Inspection – O&M of collection system
       (i) All outstanding prep work has been performed
   (e) East Avenue (West Port Ave to Merrill) – Wet weather issues – OMI CCTV data Merrill @ East Ave – state drainage tied to sanitary?
       (i) Eric Muir to prepare an inspection plan
   (f) Lockwood Mansion
       (i) Ralph gave Eric new plan to perform additional TV work.
# Sanitary Sewer CCTV and Cleaning Summary

## CCTV (Feet)

<table>
<thead>
<tr>
<th>Month</th>
<th>Miles</th>
<th>Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>0.75</td>
<td>3,979</td>
</tr>
<tr>
<td>March</td>
<td>0.93</td>
<td>4,894</td>
</tr>
<tr>
<td>April</td>
<td>0.83</td>
<td>4,399</td>
</tr>
<tr>
<td>May</td>
<td>0.75</td>
<td>3,944</td>
</tr>
<tr>
<td>June</td>
<td>0.96</td>
<td>5,046</td>
</tr>
<tr>
<td>July</td>
<td>1.45</td>
<td>7,650</td>
</tr>
<tr>
<td>August</td>
<td>0.95</td>
<td>4,995</td>
</tr>
<tr>
<td>September</td>
<td>1.17</td>
<td>6,156</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>7.78</strong></td>
<td><strong>41,063</strong></td>
</tr>
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</table>

## Cleaning (Feet)

<table>
<thead>
<tr>
<th>Month</th>
<th>Miles</th>
<th>Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>6.71</td>
<td>35,419</td>
</tr>
<tr>
<td>March</td>
<td>8.05</td>
<td>42,510</td>
</tr>
<tr>
<td>April</td>
<td>4.66</td>
<td>24,619</td>
</tr>
<tr>
<td>May</td>
<td>3.78</td>
<td>19,976</td>
</tr>
<tr>
<td>June</td>
<td>2.90</td>
<td>15,330</td>
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<tr>
<td>July</td>
<td>8.74</td>
<td>46,135</td>
</tr>
<tr>
<td>August</td>
<td>6.99</td>
<td>36,917</td>
</tr>
<tr>
<td>September</td>
<td>7.90</td>
<td>41,707</td>
</tr>
<tr>
<td>October</td>
<td>0.87</td>
<td>4,600</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>50.61</strong></td>
<td><strong>267,213</strong></td>
</tr>
</tbody>
</table>