

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541

KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD WORK SESSION
Wednesday, May 27, 2015 7:00pm

Pledge of Allegiance – Moment of Silence

Town Board Work Session:

1. Consider Additions/Deletions to the Active List of the Mahopac Volunteer Fire Department
2. Michael Simone, Highway Superintendent - Jeffrey Boyle, Chief, Mahopac Falls Volunteer Fire Department – Consider Request for Use of Radio Frequency at Highway Department and Consider Request to Install Radio Repeater Computer /Cabinet at Highway Department Garage
3. Richard Franzetti, PE, Town Engineer – Consider Request to Advertise for Bids-Road Improvement District – Long Pond Association
4. Richard Franzetti, PE, Town Engineer – Consider Request Transfer of Funds from Repair Reserve Funds for the Purchase and Installation of Comminutor – CSD#1 White Sail Pump Station
5. Richard Franzetti, PE, Town Engineer – Consider Request for the Purchase and Installation of Comminutor CSD #2 Kelly Road Pump Station
6. Richard Franzetti, PE, Town Engineer – Consider Awarding Bid for the Purchase of Chemical Supplies for the Various Town of Carmel Water and Sewer Districts
7. James Gilchrist, Director of Recreation and Parks – Consider Request for Proposals for the Replacement of Backstop and Fencing at Sycamore Park Softball/Baseball Field
8. Consider Request to Distribute Quarterly Newsletter – Lake Casse Park District

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

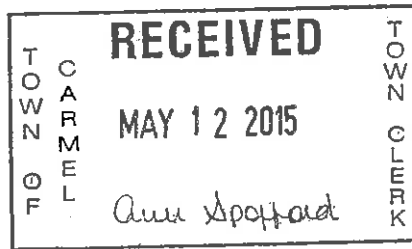
Mahopac Volunteer Fire Department

at: Supervisor
Legal Counsel
Assessor

EMERGENCY
DIAL 911

Fire Headquarters
Tel (845) 628-3160
Fax (845) 628-6508

Post Office Box 267
741 Route 6
Mahopac, NY 10541



☒ Work Session 5-27-15
☐ Agenda _____

May 11, 2015

#1

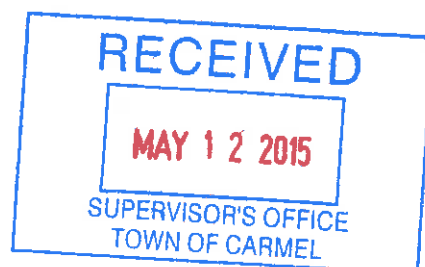
Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

Dear Mrs. Spofford:

The following people have been added to the Roles of the Mahopac Volunteer Fire Department.

Jennifer Peterson
~~XXXXXXXXXX~~
~~13 Old County Rd.~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Angelina Carroll
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~



Page 1 of 2

Mahopac Volunteer Fire Department

EMERGENCY
DIAL 911

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Tel (845) 628-3160
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Post Office Box 267
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Mahopac, NY 10541

May 11, 2015

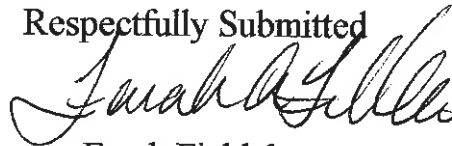
Ryan Mullins

~~XXXXXXXXXXXXXXXXXXXX~~

Mahopac, NY 10541

~~XXXXXXXXXXXXXX~~

Respectfully Submitted



Farah Fieldale,
Corresponding Secretary

Page 2 of 2

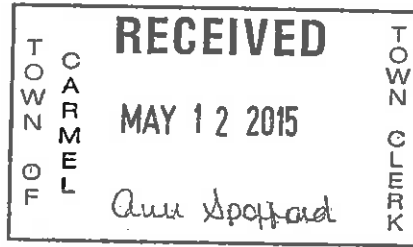
cc. *Supervisor*
Legal Counsel
Assessor

Mahopac Volunteer Fire Department

EMERGENCY
DIAL 911

Fire Headquarters
Tel (845) 628-3160
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Post Office Box 267
741 Route 6
Mahopac, NY 10541



☒ Work Session 5-27-15

☐ Agenda _____

#1

May 11, 2015

Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

Dear Mrs. Spofford:

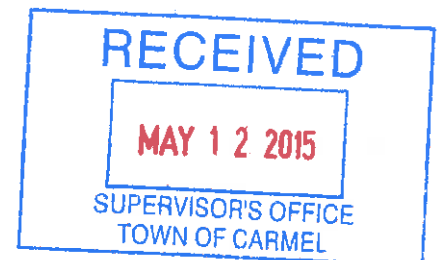
The following person has been dropped from the Roles of the Mahopac Volunteer Fire Department.

Samuel Drescher
~~39 Fernbrook Ln~~
Carmel, NY 10512
~~DOB: 02/28/1996~~

Respectfully Submitted

Farah Fieldale,
Corresponding Secretary

Page 1 of 1



MAHOPAC FALLS VOLUNTEER FIRE DEPARTMENT, INC.



MEMBER

N.F.P.A.
F.A.S.N.Y.
H.V.V.F.A.
P.C.V.F.A.

P.O. Box 190

Mahopac Falls, New York 10542
(845) 628-4414 • Fax (845) 628-4412
www.mahopacfallsvfd.com

#2

FIRE PROTECTION
DISTRICT 1
TOWN OF CARMEL
PUTNAM COUNTY, NY

☒ Work Session 5/27/15

☐ Agenda _____

Supervisor Ken Schmitt & Carmel Town Board:

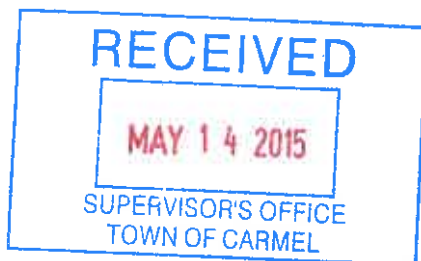
The Mahopac Falls Vol. Fire Department request the use of radio frequency 155.100 formerly used by the Highway Department and still owned by the Town of Carmel. In consultation with Highway Superintendent Mike Simone and our radio vendor, Goosetown Communications, this frequency is available for use by the fire department and would only need to be changed by the town board from Highway to Fire Department use on the FCC license and our radio vendor will perform this once permission is given. We also request to use the current antenna and location on the FCC license and to install a radio repeater computer and cabinet at the Highway Department Garage on See St. The Fire Department will accept full responsibility for the maintenance of the FCC license and all equipment involved.

Thank you for your help in this matter.

From,

Jeffrey Boyle, Chief

Mahopac Falls Vol. Fire Dept., Inc





Federal Communications Commission
Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CARMEL, TOWN OF

ATTN: HWY DEPT
CARMEL, TOWN OF
MC ALPIN AVE
MAHOPAC, NY 10541

Call Sign KCT253	File Number 0005844914
Radio Service PW - Public Safety Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0003442324

Grant Date 07-04-2013	Effective Date 07-04-2013	Expiration Date 09-21-2023	Print Date 07-04-2013
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 Area of Operation
Other: VIC: CARMEL NY

Loc. 2 Address: HWY GARAGE SEE ST

City: MAHOPAC **County:** PUTNAM **State:** NY

Lat (NAD83): 41-22-10.3 N **Long (NAD83):** 073-43-10.5 W

ASR No.:

Ground Elev: 171.0

Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000155.10000000	MO	20		11K2F3E	350.000	350.000			
2	1	000155.10000000	FB	1		11K2F3E	350.000	350.000	27.0	14.6	

Control Points

Control Pt. No. 1

Address: HWY GARAGE SEE ST

City: MAHOPAC **County:** PUTNAM **State:** NY **Telephone Number:** (914)628-7474

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license



**Federal Communications Commission
Public Safety and Homeland Security Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: CARMEL, TOWN OF

ATTN: HWY DEPT
CARMEL, TOWN OF
MC ALPIN AVE
MAHOPAC, NY 10541

Call Sign KCT253	File Number 0005844914
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Licensee Name: CARMEL, TOWN OF

Call Sign: KCT253

File Number: 0005844914

Print Date: 07-04-2013

Control Points

Control Pt. No. 1

Address: HWY GARAGE SEE ST

City: MAHOPAC **County:** PUTNAM **State:** NY **Telephone Number:** (914)628-7474

Associated Call Signs

Waivers/Conditions:

NONE

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

☒ Work Session 5/27/15

☐ Agenda _____

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer  

Date: May 19, 2015

Re: Long Pond Road Association Road Transfer Request – Request for Authorization to Bid

Pursuant to Town Law Section 200 and Town Code Section 128-47.1 a group of property owners have petitioned the Town Board for the formation of a highway improvement district and subsequent dedication. In September 2014 a Public Notice was issued regarding the formation of the Long Pond Road District.

Based upon the preliminary cost estimate this project will exceed the GML threshold of \$35,000.00 for the purchase of goods. As this is the case, the Board would have to authorize formal, public bidding in conformance with GML.

The Engineering Department therefore respectfully requests that this matter be placed on the next available Town Board work session in order to discuss authorization for public bidding subject to the final approval of the design drawings by the Town of Carmel Highway Superintendent and the approval of the recalculated cost estimate for the project.

Should the Board have any questions, please don't hesitate to contact the Engineering office.

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

#4

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

☒ Work Session 5/27/15

☐ Agenda _____

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer *RT*

Date: May 18, 2015

Re: CSD#1 – White Sail Pump Station Comminutor

Severn Trent Environmental Services (STES), the operators for Carmel Sewer District #1 (CSD#1), has alerted the Engineering Department (Department) that the comminutor (sewage grinder) used at the White Sail pump station in CSD #1 is not functioning.

The cost to repair the unit is estimated at \$10,433.75. STES requested and received the following quotes (attached) for replacing this unit:

- | | |
|-----------------------|-------------|
| 1. Franklin Miller | \$23,875.00 |
| 2. JWC Muffin Monster | \$28,219.00 |

It should be noted that the original unit was approximately 15 years ago and the life expectancy of the new equipment is approximately 10 years.

Therefore the overall cost to replace the unit, is ~~\$10,433.75~~ 23,875.00

This Department spoke with the Town of Carmel Comptroller and she indicated that there are not sufficient funds in budget for this work (attached), however there is \$113,174 in the Repair Reserve Fund Balance. If the board approves this project a separate resolution will need to be authorized by the board to transfer from this reserve to be paid back over a two (2) year period.

This is a potential compliance issue as the comminutor is not currently working and a blockage could occur, causing a raw wastewater overflow. The Town of Carmel would be in violation of our State Pollution Discharge Elimination System (SPDES) Permit. This Department requests that the Town Board authorize the purchase of the comminutor, from Franklin Miller at a cost of \$23,875.00, as an emergency installation.

This Department respectfully requests that this request be placed on the next Town Board work session.

**RESOLUTION AUTHORIZING EMERGENCY EXPENDITURE OF MONIES FROM
THE CARMEL SEWER DISTRICT NO. 1 REPAIR RESERVE FUND**

WHEREAS, the Town of Carmel has a Repair Reserve Fund for Carmel Sewer District #1 established pursuant to GML 6d, and,

WHEREAS, in cases of emergency, monies in such fund may be expended by resolution approved by not less than two-thirds of the members of the governing body, and,

WHEREAS, it is recommended by the Town Comptroller's Office that monies in the fund be used to pay for the cost of emergency repairs.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel authorizes the appropriation of monies from the Repair Reserve Fund not to exceed \$23,875 for emergency repair expenditures in 2015.

BE IT FURTHER RESOLVED, that not less than one-half of the monies so expended be repaid in fiscal year 2016 and the total amount shall be repaid in full not later than the last day of fiscal year 2017.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote:</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

June 3, 2015



WBE Certified in New York and New Jersey

DATE: 5/6/15

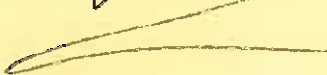
PAGES: 10

TO: VINNY MAGGIO COMPANY: SEVERN TRENT

FROM: Robert R. Bendlin
r.bendlin@bendlininc.com

SUBJECT: SD#1 WHITE SAIL P.S. & SD#2 KELL RD P.S.
FRANKLIN MILLER QUOTE #32162 & #32163

MESSAGE: DO YOU NEED A 3RD. QUOTE
FROM BENDLIN INC.
PLEASE ADVISE.

Regards


NOTE:
FAXED &
E-MAILED

WATER & WASTEWATER TREATMENT EQUIPMENT

1037 ROUTE 46, SUITE 207 CLIFTON, NEW JERSEY 07013 973.574.0000 FAX 973.574.0020 SALES@BENDLININCORPORATED.COM



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 32162

May 06, 2015

Page 1 of 4

CAR040

Town Of Carmel

C/O Severn Trent Environmental Services
1961 Route 6 R3
Carmel, NY 10512 USA
Phone: 845-228-0460
Fax: 845-228-0465

Your Local Representative:

Bendlin Inc.
Attn: Robert Bendlin
Tel: 973/574-0000
email: r.bendlin@bendlininc.com

Salesperson:

Joseph Macula, Regional Sales Manager
jmacula@franklinmiller.com

We are pleased to quote on the following: SD #1 White Sail Pump Station.

Quantity	Description	Price	Totals
Ref: Matl: WASTEWATER Req: White Sail PS Max: 740 GPM			
1	EA TASKMASTER® GRINDER, Model TM8516 as follows: - Nom. 8" x 16" Cutting Chamber - Ductile Iron Housing - Cutter Cartridges: 7Tooth Cam Cutters, 4140 H.T. - 2" Hexagonal Shafting, 4140 H.T. - Mech. Seals - T.C. Seal Faces Note: Existing channel frame will be used.		
1	EA 3HP SUBMERSIBLE DRIVE INCLUDING: - 3HP 230/460V. 60 HZ (IP68) Explosion-Proof Submersible Motor - Gear Reducer - Cycloidal, Quill Type - Sealed Housing - 60 Ft. Cable Length		
1	EA Automatic Reversing Controller, Model S25060 - Nema 4X FRP Enclosure - PLC logic control, IEC starters - LED Indicators - for long life - Current Sensing Auto-Reversing Program - 230V/3PH/60HZ		
1	EA SHAFT EXTENSION - T Type - 48" Long - Carbon Steel Housing epoxy coated		

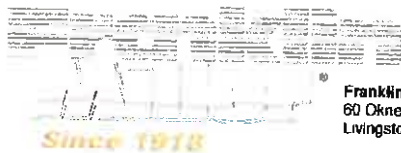
Lump Sum: \$23,875.00

Grand Total: \$23,875.00

Prices are Valid Until Friday, June 05, 2015

Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).
Freight Allowed to Jobsite.

..... See the difference



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-8269
info@franklinmiller.com

Quote No: 32162

May 06, 2015

Page 2 of 4

CAR040

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 difference



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-8269
info@franklinmiller.com

Quote No: 32163

May 06, 2015

Page 1 of 4

CAR040

Town Of Carmel

C/O Severn Trent Environmental Services
1961 Route 6 R3
Carmel, NY 10512 USA
Phone: 845-228-0460
Fax: 845-228-0465

Your Local Representative:

Bendlin Inc.
Attn: Robert Bendlin
Tel: 973/574-0000
email: r.bendlin@bendlininc.com

Salesperson:

Joseph Macula, Regional Sales Manager
jmacula@franklinmiller.com

We are pleased to quote on the following: SD #2 Kelly Road Pump Station.

Quantity		Description	Price	Totals
Ref: Matl: WASTEWATER Req: Kelly Road PS Max: 320 GPM				
1	EA	TASKMASTER® GRINDER, Model TM8508 as follows: - Nom. 8" x 8" Cutting Chamber - Ductile Iron Housing - Cutter Cartridges: 7Tooth Cam Cutters, 4140 H.T. - 2" Hexagonal Shafting, 4140 H.T. - Mech. Seal: T.C. Faces & Hardened Stainless Steel Cartridge Elements		
1	EA	3HP SUBMERSIBLE DRIVE INCLUDING: - 3HP 230/460V. 60 HZ (IP68) Explosion-Proof Submersible Motor - Gear Reducer - Cycloidal , Quill Type - Sealed Housing - 60 Ft. Cable Length		
1	EA	Automatic Reversing Controller, Model S25060 - Nema 4X FRP Enclosure - PLC logic control, IEC starters - LED Indicators - for long life - Current Sensing Auto-Reversing Program - 230V/3PH/60HZ		
1	EA	GUIDE PLATE - 304 Stainless Steel - Bolted to Grinder - To be used with existing Wet Well Frame		

Lump Sum: \$19,750.00

Grand Total: \$19,750.00

Prices are Valid Until Friday, June 05, 2015

Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).
Freight Allowed to Jobsite.

..... See the difference



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 32163

May 06, 2015

Page 2 of 4

CAR040

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Thank you for this opportunity to be of service.

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..... See the difference

FRANKLIN MILLER INC.

TERMS AND CONDITIONS

DATED 7/31/08

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 binding on Franklin Miller unless agreed to in writing upon the parties hereto, their successors and assigned.

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 remedying 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 (12) months after date of shipment given written notice of a claimed defect to the SELLER. 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 to 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 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 nominee's 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 loss of profits, business, or good 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 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 not part of SELLER's standard design or are supplied pursuant to special BUYER's requirements; (c) certain parts which are subject to wear and tear from abrasive action or use thereof; and (d) any part that has been subjected to misuse. SELLER's liability is limited to furnishing or repairing 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 no waiver, alteration, or modification of the foregoing conditions shall be valid 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 modified or excused 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 if 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 delivery date originally confirmed by SELLER. In 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 of shortage 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 claim shall be deemed waived.

6. PAYMENT OF PURCHASE PRICE

(a) 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 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 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 theretofore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

(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. Retainage if required by OWNER shall be no more than 5% of the purchase price. Retainage shall be released and paid in full no later than 120 days after satisfactory start up of the SELLER's equipment. All shipments, including partial shipments, will be billed a pro rate 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 localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving 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 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 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 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 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 7/31/08

11. MISCELLANEOUS PROVISIONS

- (a) If for any reason a provision 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.

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 property damages 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 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 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 fed to the machine and FMI 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 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 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.

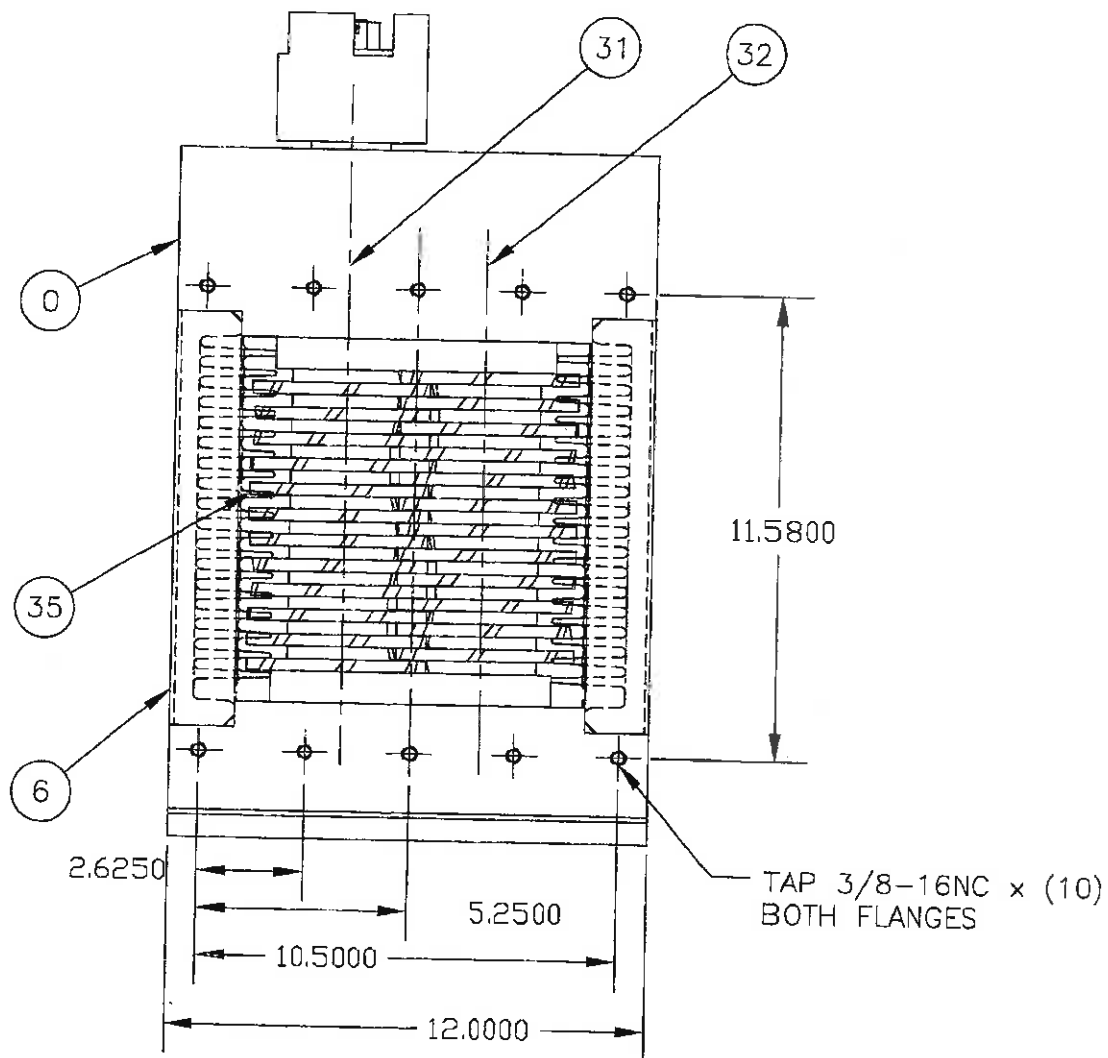
25. ARBITRATION

Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for redress 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 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 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 CONVENIENS 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.

BILL OF MATERIAL		
ITEM	QTY	DESCRIPTION
0	1	TM8500 COMMON PARTS
6	2	SIDE FRAME
31	1	DRIVE SHAFT
32	1	DRIVEN SHAFT
35	4	CUTTER CARTRIDGE



THIS DRAWING EMBODIES A PROPRIETARY DESIGN ORIGINATED BY FRANKLIN MILLER, INC. ALL DESIGN, MANUFACTURING, REPRODUCTION (EXCEPT WHERE THE RECIPIENT HAS BEEN GIVEN THE EXPRESS RIGHT BY WRITTEN AGREEMENT TO REPRODUCE THE DRAWING) IS EXPRESSLY PROHIBITED. USE AND SALE RIGHTS REGARDING THE SAME ARE EXPRESSLY RESERVED. IT IS SUBMITTED UNDER A CONFIDENTIAL RELATIONSHIP FOR A SPECIFIC PURPOSE, AND THE RECIPIENT AGREES BY ACCEPTING THIS DRAWING NOT TO SUPPLY OR DISCLOSE ANY INFORMATION REGARDING IT TO ANY UNAUTHORIZED PERSON OR TO INCORPORATE IN OTHER PROJECTS ANY FEATURES REGULAR TO THIS DESIGN. ALL RIGHTS HERETO ARE EXPRESSLY RESERVED BY FRANKLIN MILLER, INC. LIVINGSTON, NEW JERSEY.

			Franklin Miller INC. 60 OKNER PARKWAY, LIVINGSTON, N.J. 07039							
-	SEE BOM		TM8508 LESS DRIVE							
LTR P/N	MATERIAL	WEIGHT#	SCALE	DWN	DATE	CKD	DATE	DWG NO.	REV	
			1:4	AEW	10/13/00			TM850800		

TASKMASTER® 8500

Voracious Twin Shaft Grinder

The TASKMASTER TM8500 series provides powerful size reduction capabilities, easy maintenance and exceptional durability. The TASKMASTER reduces wood, rags, paper, sewage, sludge, tampons, cardboard, plastic, fabrics, and waste items into fine particles facilitating further processing or disposal. The Taskmaster TM8500, with its powerful capabilities and cutter cartridge technology, provides a significant improvement over competing units.

Finely Ground Output

Prevents Ragging and Plugging

Cutter Cartridge Technology

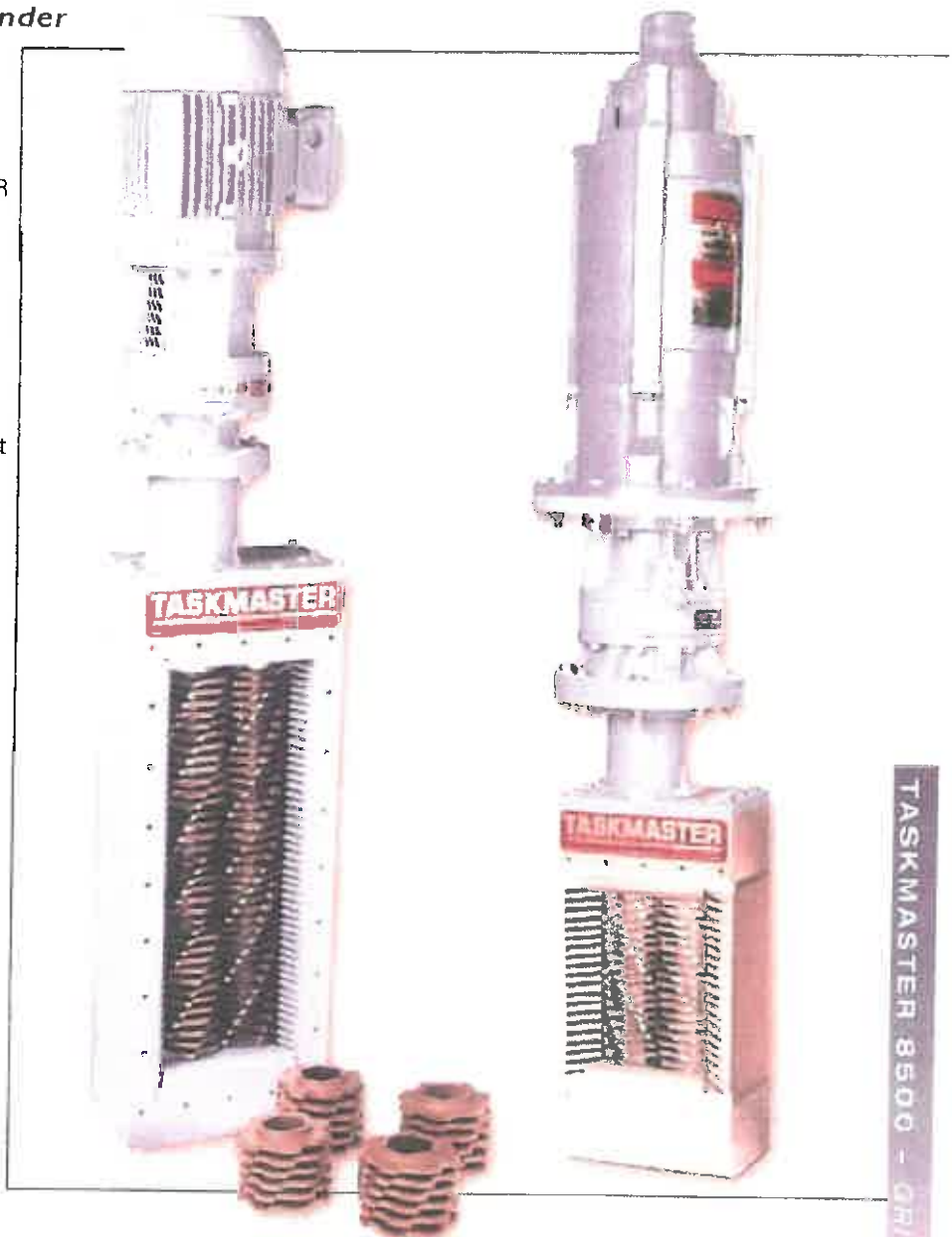
Fewer Moving Parts

Rugged Construction

No Stack Re-tightening

Protects and Enhances Plant Processes

The TASKMASTER protects downstream process equipment and keeps systems running smoothly. These versatile units are used for sewage treatment, sludge, pumping stations, sanitary or disposal facilities, institutional waste, and bulk solids reduction applications. The TASKMASTER, installed in-line, significantly reduces pump downtime, ragging and premature filter press media failure.



Monolithic Cutter Cartridges

The TM8500 employs two counter-rotating cutter stacks that intermesh at close clearance to intensively shear and shred solids into fine bits. TASKMASTER employs unique cutter cartridges that combine six thin cutter and spacer disks of old designs into rugged one piece multi-tooth elements. The

benefits are: increased unit and cutter strength, resistance to cracking and the complete elimination of stack loosening and subsequent re-tightening requirements.

(973) 535-9200 • Fax (973) 535-6269

THE SIZE
REDUCTION
SPECIALISTS

TASKMASTER 8500 - GRINDER

TASKMASTER 8500 - GRINDER

Construction

The TASKMASTER TM8500 is heavily constructed for long life, durability and smooth operation. The housings are provided standard in ductile iron. Stainless Steel construction is also available as an option. Cutters and shafting are constructed of hardened 4140 steel. Highly reliable, severe duty mechanical seals, housed in convenient cartridges, protect the bearings and contain fluids within the unit.

Options

- Submersible Motors
- Hydraulic Drives
- Shaft Extensions
- Wet Well Frames
- Guide Rails
- Stainless Construction
- Special Cutter Designs
- Full Systems

S260 Control System

An S260 Control System monitors unit operation and automatically cycles the grinder in case of an overload condition. This U.L. listed industrial control panel is supplied complete with circuit breaker, a NEMA 4X FRP enclosure, self-test function, and 100,000 hour life LED indicators.



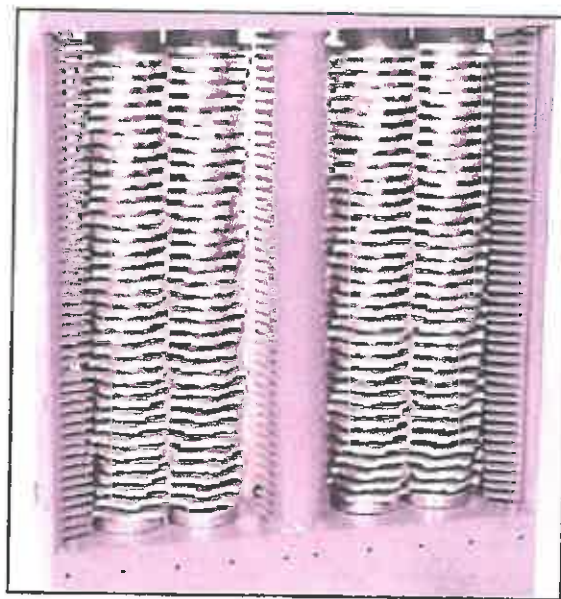
TM8532 in municipal wastewater channel.



A TASKMASTER TM85120C inline grinder with "drop-in" housing.

A versatile TM8516 configured with stand and hopper for gravity feed.

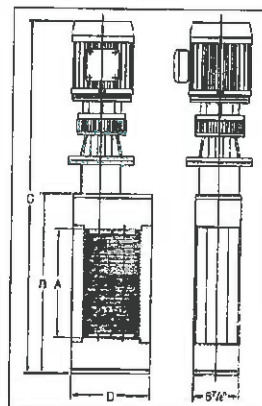
The TM8500 features fewer moving parts for easy maintenance and durability.



The TASKMASTER TM8500D DUPLEX features two complete sets of cutter stacks.

Configurations

The TM8500 can be configured for gravity feed, open channel, or for pipelining applications. Motor driven units are supplied with



a heavy duty, direct coupled, gear drive. Optional configurations include shaft extensions, hydraulic drives or submersible explosion proof motors. The TASKMASTER can be provided with guide frames for mounting to channels or wet wells, or alternatively with hoppers and stands for gravity fed applications. The Taskmaster is supplied standard with an S260 Automatic Reversing Controller.

MODEL NO.	A	B	C	D	HP	WEIGHT	GPM/Is
TM8512	12.9 (328mm)	21.7 (552mm)	50.3 (1276mm)	12 (305mm)	3	463 (210kg)	550 (38.4)
TM8516	16.6 (422mm)	25.4 (646mm)	54.0 (1372mm)	12 (305mm)	3	495 (225kg)	775 (48.5)
TM8524	24.1 (612mm)	32.9 (837mm)	61.5 (1562mm)	12 (305mm)	3	560 (259kg)	1200 (70.4)
TM8532	31.6 (803mm)	40.4 (1027mm)	69.0 (1753mm)	12 (305mm)	3	625 (284kg)	1650 (104.5)
TM8540	39.1 (993mm)	47.9 (1218mm)	76.5 (1943mm)	12 (305mm)	3	690 (314kg)	2100 (132.5)
TM8552	50.3 (1276mm)	59.1 (1502mm)	90.9 (2308mm)	12 (305mm)	5	970 (438kg)	2750 (173.5)
TM8560	57.8 (1468mm)	66.6 (1695mm)	98.4 (2499mm)	12 (305mm)	5	935 (425kg)	3200 (202.1)
TM8524D	24.1 (612mm)	32.9 (837mm)	61.5 (1562mm)	24 (610mm)	5	878 (398kg)	2429 (153.5)
TM8532D	31.6 (803mm)	40.4 (1027mm)	69.0 (1753mm)	24 (610mm)	5	988 (444kg)	3311 (209.5)
TM8540D	39.1 (993mm)	47.9 (1218mm)	76.5 (1943mm)	24 (610mm)	5	1099 (498kg)	4194 (268.5)
TM8562D	50.3 (1276mm)	59.1 (1502mm)	90.9 (2308mm)	24 (610mm)	5	1346 (612kg)	5512 (342.5)

For inline dimensions please contact factory.

Call one of our customer service representatives to discuss your particular application.



JWC Environmental
290 Paularino
Costa Mesa, CA 92626, USA
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 1

Quote # 26382

Please address Purchase Orders to:

JWC Environmental
290 Paularino
Costa Mesa, CA 92626
Fax: 714.242.0240

To Carmel Sewer Plant #1
Carmel, NY
US

Rep
Phone

G.P. Jager & Assoc.
201-986-1994

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and any comments and exception listed below.

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.

Project	Carmel Sewer Plant #1	Bid Date	
Quote Date	04/28/2015	FOB	Origin
Submittals	4 weeks after receipt of order	Expire Date	06/29/2015
Ship Equipment	6 weeks after approval/release	Terms	NET 30 DAYS
Consulting Engineer			
Spec. Section	none-replacement S/N C002740-1-2		

LINE ITEMS

Line No	Qty	Part/Description
1	1	30005-0018 One (1) Model 30005-0018-DI Muffin Monster grinder suitable for up to 740 gpm. (refer to JWC Environmental flow curves for additional performance data).

Scope of supply to include:

* Grinder with 18" cutter stack using 7-tooth cam cutters in alloy steel, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, green epoxy-coated ductile iron end housings and high-flow siderails, 48" extended drive shaft/spool, 29:1 speed reducer and 3 hp XPNV Immersible Explosion Proof 230/460v/3ph/60Hz electric motor with 40 ' cable.

One (1) PC2200 motor controller in a NEMA 4X FRP enclosure accepting 230v/3ph/60Hz or 460v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC (Advise actual jobsite voltage)

Paint finish: Tnemec N69 Epoxoline.

Four (4) Operation and Maintenance manuals.

Price \$28,219.00

Clarification

1. FOB FACTORY, FREIGHT INCLUDED TO JOBSITE.
2. One year standard Factory limited Warranty included.
3. Start-up assistance by G.P.Jager Associates included.
4. Est. shipping wt: 855#
5. Equipment shipment 4-6 weeks after release for mfg.
6. Anchor bolts/mtg. hardware not included.



JWC Environmental
290 Paularino
Costa Mesa, CA 92626, USA
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 2

Quote # 26382
7. No applicable taxes included.

--JERRYW

Exclusions

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.

Authorized JWC Environmental Signature Jerry Withey



JWC Environmental
290 Paularino
Costa Mesa, CA 92626, USA
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 3

Quote # 26382

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 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 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 Seller 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 Seller's 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 term 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 made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated 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 the 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 and military authorities, fires, 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, any shipments 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 five calendar days from the delivery date and disposition of the claim is solely subject to 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 Buyer 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 by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING 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 STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST 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 CONNECTION WITH 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, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY 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.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or 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 for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation 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 for any 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 hereunder or under applicable laws 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 hereunder 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 the 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. If 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 full 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.



Quote #

26382

JWC Environmental
290 Paularino
Costa Mesa, CA 92626, USA
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 4

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 HEREIN. 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 HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN 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 HEREIN. 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 HEREIN.

F360JWCE0107



Severn Trent Services
1961 Route 6, Rear 3
Carmel, NY 10512
United States

T: +1 845 228 0460
F: +1 845 228 0465

www.severntrentservices.com

TOWN OF CARMEL

ENGINEERING

REQUEST FOR PURCHASE OR REPAIR

District : SD #1

Date of Request: 5-11-15

Item requested: Grinder at White Sale pump station

Purpose of item: grinds rags prior to pumps to help keep the pumps from clogging

Estimated age of equipment to be replaced / repaired 15 years

Estimated life expectancy of new equipment / repair: 10 years

Labor cost for installation and or repair: 0

Vendor # 1: JWC muffin monster

Cost: \$28,219.00

Vendor # 2: Franklin Miller

Cost: \$23,875.00

Vendor # 3:

Cost:

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Cc: [Esteves, Donna](#)
Subject: RE: 05-18-15 Request for funds.
Date: Monday, May 18, 2015 1:09:24 PM
Attachments: [AuthorizingEmergencyExpenditureCSD#1.doc](#)

Rich,

Below are my responses to your request:

- CSD #2 - \$19,750 Kelly Road Pump Station Comminutor – Currently there are sufficient funds available to fund this project.
- CSD #1 – 23,875 White Sail Pump Station Comminutor – Currently there are NOT sufficient funds available to fund this project. However, there is \$113,174 in the Repair Reserve Fund Balance. If the board approves this project a separate resolution (see attached) will not to be authorized by the board to transfer from this reserve to be paid back over a two year period.

Thanks,

Mary Ann

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

From: Franzetti, Richard
Sent: Monday, May 18, 2015 12:19 PM
To: Maxwell, Mary Ann
Cc: Esteves, Donna
Subject: FW: 05-18-15 Request for funds.

Mary Ann,

See Donna's response below regarding funding for the following:

1. CSD 1- White Sail Pump station comminutor Cost - \$23,875.00
2. CSD 2- Kelly Rd Pump station comminutor Cost – \$19,750.00

This equipment is needed as there is a potential compliance issue as the comminutor is not currently working and a blockage could occur, causing a raw wastewater overflow.

Please advise if it is OK to proceed with this approach

Thanks

Richard J. Franzetti. P.E, BCEE, LEED ^{AP}
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax – (845) 628-7085
Cell – (914) 843-4704
rjf@ci.carmel.ny.us

This communication may be confidential and is intended for the sole use of the addressee(s). No use or reproduction of the information provided is permitted without the written consent of the Town of Carmel. If you are not the intended recipient, you should not copy, disclose or take any action in reliance on this communication. If you have received this communication in error, please notify the sender by reply e-mail and delete the message and any attached documents.

From: Esteves, Donna
Sent: Monday, May 18, 2015 12:14 PM
To: Franzetti, Richard
Subject: RE: 05-18-15 Request for funds.

Rich,

There are sufficient funds in CSD 2 to make the repairs. However, in district CSD #1 I will need to request a budget transfer from the fund balance. Please advise if and when you would like me to do this.

Thanks,

D

From: Franzetti, Richard
Sent: Monday, May 18, 2015 11:31 AM
To: Esteves, Donna
Subject: 05-18-15 Request for funds.

Donna,

Prior to me forwarding to Mary Ann, can you please check to see if there are sufficient funds for the following:

1. CSD 1- White Sail Pump station comminutor Cost - \$23,875.00
2. CSD 2- Kelly Rd Pump station comminutor Cost – \$19,750.00

Thanks

Richard J. Franzetti. P.E, BCEE, LEED ^{AP}

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

#5

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

☒ Work Session 5/27/15

☐ Agenda _____

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer *RT*

Date: May 18, 2015

Re: CSD#2 Comminutor at Kelly Road Pump Station

Severn Trent Environmental Services (STES), the operators for Carmel Sewer District #2 (CSD#2), has alerted the Engineering Department (Department) that the comminutor (sewage grinder) used at the Kelly Road pump station in CSD #1 is not functioning.

The cost to repair the unit is estimated at \$10,433.75. STES requested and received the following quotes (attached) for replacing this unit:

- | | |
|-----------------------|-------------|
| 1. Franklin Miller | \$19,750.00 |
| 2. JWC Muffin Monster | \$22,458.00 |

It should be noted that the original unit was approximately 18 years ago and the life expectancy of the new equipment is approximately 10 years.

Therefore the overall cost to replace the unit, is \$19,750.00

This Department spoke with the Town of Carmel Comptroller and she indicated that there are sufficient funds in budget for this work (attached),

This is a potential compliance issue as the comminutor is not currently working and a blockage could occur, causing a raw wastewater overflow. The Town of Carmel would be in violation of our State Pollution Discharge Elimination System (SPDES) Permit. This Department requests that the Town Board authorize the purchase of the comminutor, from Franklin Miller at a cost of \$23,875.00, as an emergency installation.

This Department respectfully requests that this request be placed on the next Town Board work session.



WBE Certified in New York and New Jersey

DATE: 5/6/15

PAGES: 10

TO: VINNY MAGGIO COMPANY: SEVERN TRENT

FROM: Robert R. Bendlin
r.bendlin@bendlininc.com

SUBJECT:

SD #1 WHITE SAIL P.S. & SD #2 KELL RD P.S.
FRANKLIN MILLER QUOTE #32162 & #32163

MESSAGE:

DO YOU NEED A 3RD. QUOTE
FROM BENDLIN/INC.
PLEASE ADVISE.

Regards


NOTE:

FAXED &
E-MAILED

WATER & WASTEWATER TREATMENT EQUIPMENT

1037 ROUTE 46, SUITE 207 CLIFTON, NEW JERSEY 07013 973.574.0000 FAX 973.574.0020 SALES@BENDLININCORPORATED.COM



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-8269
info@franklinmiller.com

Quote No: 32162

May 06, 2015

Page 1 of 4

CAR040

Town Of Carmel

C/O Severn Trent Environmental Services

1961 Route 6 R3

Carmel, NY 10512 USA

Phone: 845-228-0460

Fax: 845-228-0465

Your Local Representative:

Bendlin Inc.

Attn: Robert Bendlin

Tel: 973/574-0000

email: r.bendlin@bendlininc.com

Salesperson:

Joseph Macula, Regional Sales Manager

jmacula@franklinmiller.com

We are pleased to quote on the following: SD #1 White Sail Pump Station.

Quantity	Description	Price	Totals
Ref: Matl: WASTEWATER Req: White Sail PS Max: 740 GPM			
1	EA TASKMASTER® GRINDER, Model TM8516 as follows: - Nom. 8" x 16" Cutting Chamber - Ductile Iron Housing - Cutter Cartridges: 7Tooth Cam Cutters, 4140 H.T. - 2" Hexagonal Shafting, 4140 H.T. - Mech. Seals - T.C. Seal Faces Note: Existing channel frame will be used.		
1	EA 3HP SUBMERSIBLE DRIVE INCLUDING: - 3HP 230/460V. 60 HZ (IP68) Explosion-Proof Submersible Motor - Gear Reducer - Cycloidal , Quill Type - Sealed Housing - 60 Ft. Cable Length		
1	EA Automatic Reversing Controller, Model S25060 - Nema 4X FRP Enclosure - PLC logic control, IEC starters - LED Indicators - for long life - Current Sensing Auto-Reversing Program - 230V/3PH/60HZ		
1	EA SHAFT EXTENSION - T Type - 48" Long - Carbon Steel Housing epoxy coated		

Lump Sum: \$23,875.00

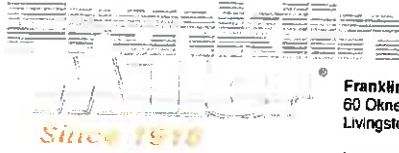
Grand Total: \$23,875.00

Prices are Valid Until Friday, June 05, 2015

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

Freight Allowed to Jobsite.

..... See the difference



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 32162

May 06, 2015

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CAR040

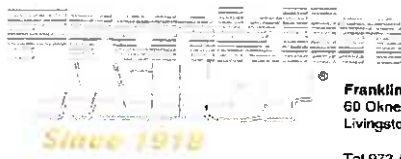
Delivery is 6 to 8 weeks after receipt of approval.

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 difference



Franklin Miller Inc.
60 Dikner Parkway
Livingston, NJ 07039 USA
Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 32163

May 06, 2015

Page 1 of 4
CAR040

Town Of Carmel

C/O Severn Trent Environmental Services
1961 Route 6 R3
Carmel, NY 10512 USA
Phone: 845-228-0460
Fax: 845-228-0465

Your Local Representative:

Bendlin Inc.
Attn: Robert Bendlin
Tel: 973/574-0000
email: r.bendlin@bendlininc.com

Salesperson:

Joseph Macula, Regional Sales Manager
jmacula@franklinmiller.com

We are pleased to quote on the following: SD #2 Kelly Road Pump Station.

Quantity	Description	Price	Totals
Ref: Matl: WASTEWATER Req: Kelly Road PS Max: 320 GPM			
1	EA TASKMASTER® GRINDER, Model TM8508 as follows: - Nom. 8" x 8" Cutting Chamber - Ductile Iron Housing - Cutter Cartridges: 7Tooth Cam Cutters, 4140 H.T. - 2" Hexagonal Shafting, 4140 H.T. - Mech. Seal: T.C. Faces & Hardened Stainless Steel Cartridge Elements		
1	EA 3HP SUBMERSIBLE DRIVE INCLUDING: - 3HP 230/460V. 60 HZ (IP68) Explosion-Proof Submersible Motor - Gear Reducer - Cycloidal , Quill Type - Sealed Housing - 60 Ft. Cable Length		
1	EA Automatic Reversing Controller, Model S25060 - Nema 4X FRP Enclosure - PLC logic control, IEC starters - LED Indicators - for long life - Current Sensing Auto-Reversing Program - 230V/3PH/60HZ		
1	EA GUIDE PLATE - 304 Stainless Steel - Bolted to Grinder - To be used with existing Wet Well Frame		

Lump Sum: \$19,750.00

Grand Total: \$19,750.00

Prices are Valid Until Friday, June 05, 2015

Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).
Freight Allowed to Jobsite.

..... See the difference



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 32163

May 06, 2015

Page 2 of 4

CARD40

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 difference

FRANKLIN MILLER INC.
TERMS AND CONDITIONS
DATED 7/3/08

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 binding on Franklin Miller unless agreed to in writing upon the parties hereto, their successors and assigned.
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 remedying 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 (12) months after date of shipment given written notice of a claimed defect to the SELLER. 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 to 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 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 nominee's 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 loss of profits, business, or good 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 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 not part of SELLER's standard design or are supplied pursuant to special BUYER's requirements; (c) certain parts which are subject to wear and tear from abrasive action or use thereof; and (d) any part that has been subjected to misuse. SELLER's liability is limited to furnishing or repairing 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 no waiver, alteration, or modification of the foregoing conditions shall be valid 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 modified or excused 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 if 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 delivery date originally confirmed by SELLER. In 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 of shortage 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 claim shall be deemed waived.
6. **PAYMENT OF PURCHASE PRICE**
(a) 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 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 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 theretofore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.
(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. Retainage if required by OWNER shall be no more than 5% of the purchase price. Retainage shall be released and paid in full no later than 120 days after satisfactory start up of the SELLER's equipment. All shipments, including partial shipments, will be billed a pro rate amount as of date shipped. If the account remains unpaid after sixty (60) days, interest at the rate of 1-1/2% per month (1.8% 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 localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving 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 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 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 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 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 7/31/08

11. MISCELLANEOUS PROVISIONS

- (a) If for any reason a provision 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.

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 property damages 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 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 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 fed to the machine and FMI 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 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 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.

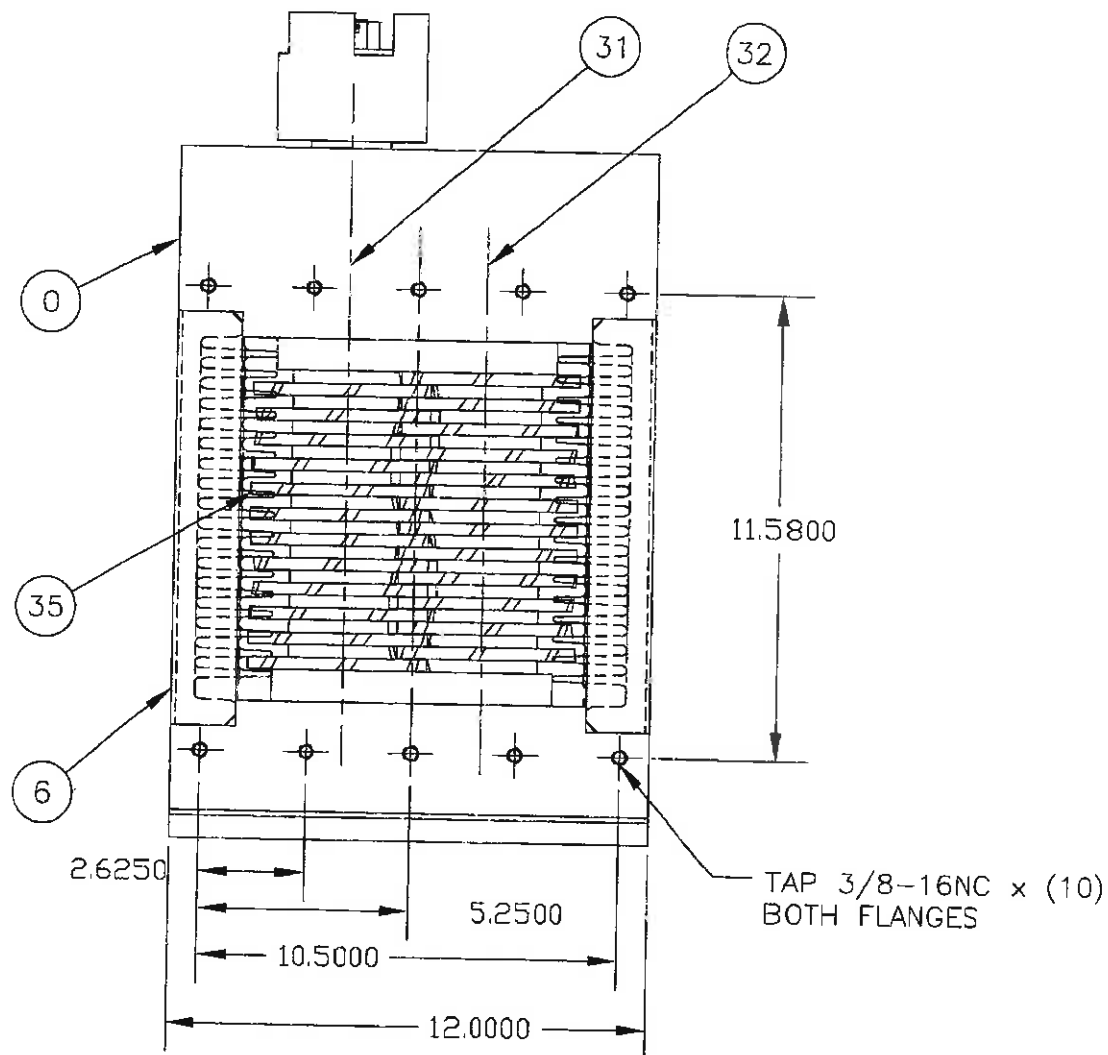
25. ARBITRATION

Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for redress 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 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 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 CONVENIENS 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.

BILL OF MATERIAL		
ITEM	QTY	DESCRIPTION
0	1	TM8500 COMMON PARTS
6	2	SIDE FRAME
31	1	DRIVE SHAFT
32	1	DRIVEN SHAFT
35	4	CUTTER CARTRIDGE



THIS DRAWING EMBODIES A PROPRIETARY DESIGN ORIGINATED BY FRANKLIN MILLER, INC. ALL DESIGN, MANUFACTURING, REPRODUCTION (EXCEPT WHERE THE RECIPIENT HAS BEEN GIVEN THE EXPRESS RIGHT BY WRITTEN AGREEMENT TO REPRODUCE THE DRAWING) IS EXPRESSLY PROHIBITED. USE AND SALE RIGHTS REGARDING THE SAME ARE EXPRESSLY RESERVED. IT IS SUBMITTED UNDER A CONFIDENTIAL RELATIONSHIP FOR A SPECIFIC PURPOSE, AND THE RECIPIENT AGREES BY ACCEPTING THIS DRAWING NOT TO SUPPLY OR DISCLOSE ANY INFORMATION REGARDING IT TO ANY UNAUTHORIZED PERSON OR TO INCORPORATE IN OTHER PROJECTS ANY FEATURES PARTICULAR TO THIS DESIGN. ALL RIGHTS HERETO ARE EXPRESSLY RESERVED BY FRANKLIN MILLER, INC. LIVINGSTON, NEW JERSEY.

Franklin Miller INC.
60 OKNER PARKWAY, LIVINGSTON, N.J. 07039

TM8508 LESS DRIVE

LTR	P/N	MATERIAL	WEIGHT#	SCALE	DWN	DATE	CKD	DATE	DWG NO.	REV
				1:4	AEW	10/13/00			TM850800	

TASKMASTER® 8500

Voracious Twin Shaft Grinder

The TASKMASTER TM8500 series provides powerful size reduction capabilities, easy maintenance and exceptional durability. The TASKMASTER reduces wood, rags, paper, sewage, sludge, tampons, cardboard, plastic, fabrics, and waste items into fine particles facilitating further processing or disposal. The Taskmaster TM8500, with its powerful capabilities and cutter cartridge technology, provides a significant improvement over competing units.

Finely Ground Output

Prevents Ragging and Plugging

Cutter Cartridge Technology

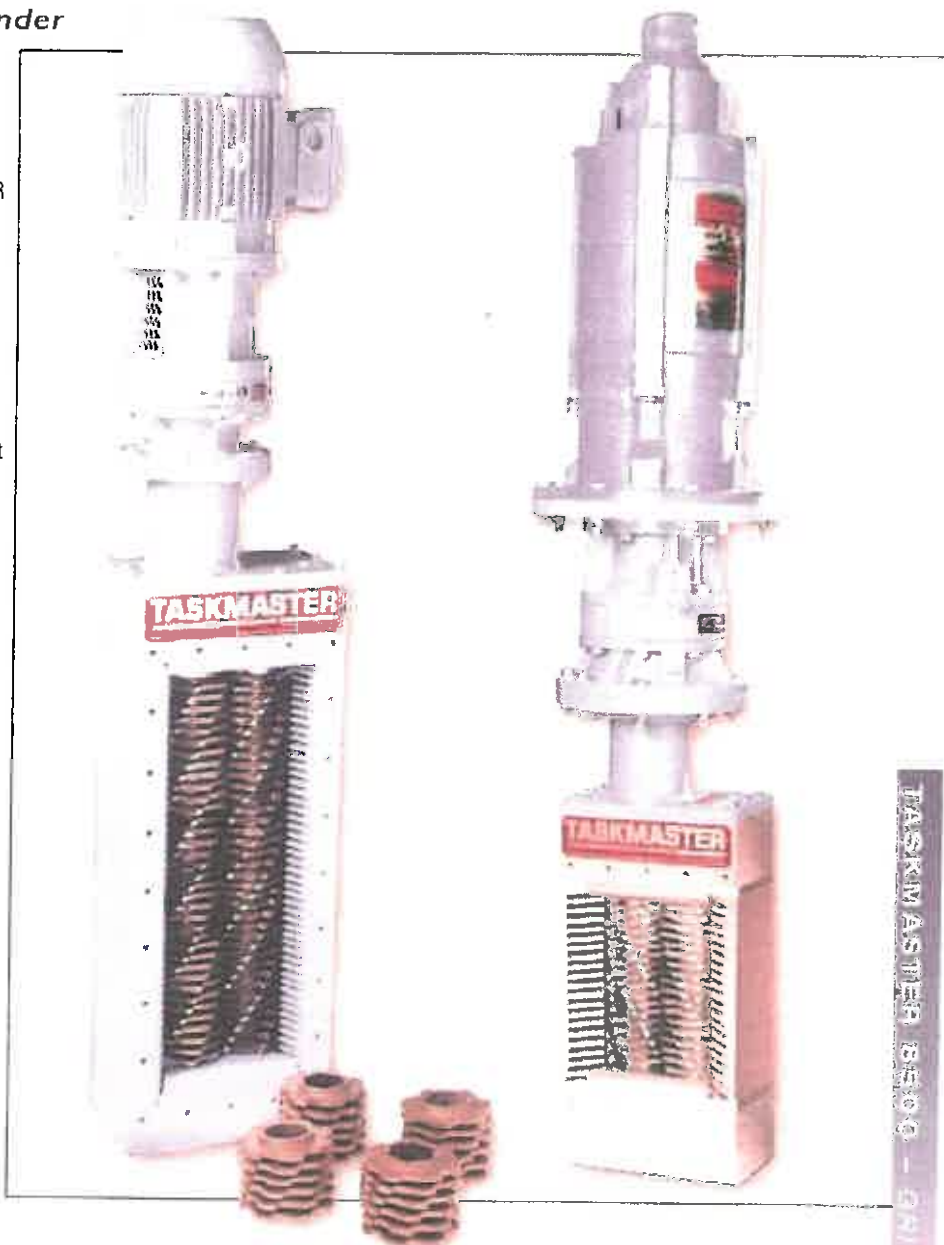
Fewer Moving Parts

Rugged Construction

No Stack Re-tightening

Protects and Enhances Plant Processes

The TASKMASTER protects downstream process equipment and keeps systems running smoothly. These versatile units are used for sewage treatment, sludge, pumping stations, sanitary or disposal facilities, institutional waste, and bulk solids reduction applications. The TASKMASTER, installed in-line, significantly reduces pump downtime, ragging and premature filter press media failure.



Monolithic Cutter Cartridges

The TM8500 employs two counter-rotating cutter stacks that intermesh at close clearance to intensively shear and shred solids into fine bits. TASKMASTER employs unique cutter cartridges that combine six thin cutter and spacer disks of old designs into rugged one piece multi-tooth elements. The

benefits are: increased unit and cutter strength, resistance to cracking and the complete elimination of stack loosening and subsequent re-tightening requirements.

(973) 535-9200 • Fax (973) 535-6269

THE SIZE
REDUCTION
SPECIALISTS

Construction

The TASKMASTER TM8500 is heavily constructed for long life, durability and smooth operation. The housings are provided standard in ductile iron. Stainless Steel construction is also available as an option. Cutters and shafting are constructed of hardened 4140 steel. Highly reliable, severe duty mechanical seals, housed in convenient cartridges, protect the bearings and contain fluids within the unit.

Options

- Submersible Motors
- Hydraulic Drives
- Shaft Extensions
- Wet Well Frames
- Guide Rails
- Stainless Construction
- Special Cutter Designs
- Full Systems

S260 Control System

An S260 Control System monitors unit operation and automatically cycles the grinder in case of an overload condition. This U.L. listed industrial control panel is supplied complete with circuit breaker, a NEMA 4X FRP enclosure, self-test function, and 100,000 hour life LED indicators.

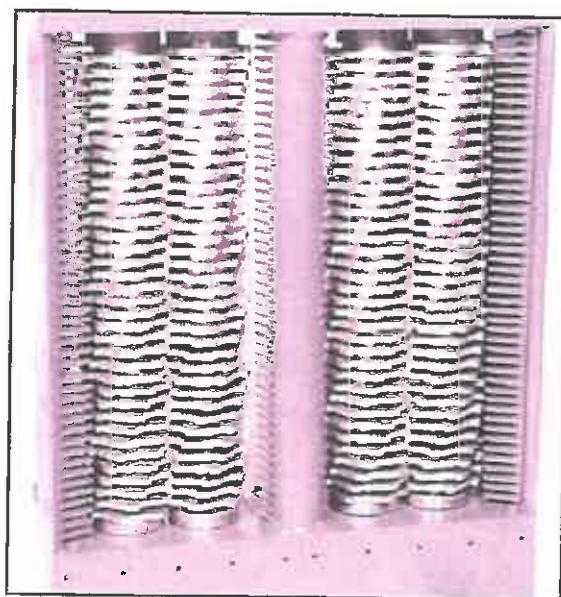


TM8532 in municipal wastewater channel.

A TASKMASTER TM851206 inline grinder with "drop-in" housing.

A versatile TM8516 configured with stand and hopper for gravity feed.

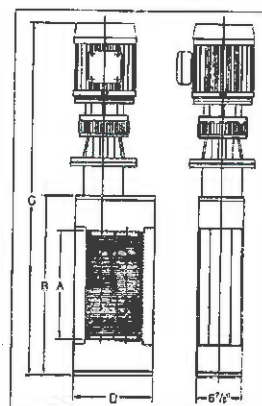
The TM8500 features fewer moving parts for easy maintenance and durability.



The TASKMASTER TM8500D DUPLEX features two complete sets of cutter stacks.

Configurations

The TM8500 can be configured for gravity feed, open channel, or for pipeline applications. Motor driven units are supplied with



a heavy duty, direct coupled, gear drive. Optional configurations include shaft extensions, hydraulic drives or submersible explosion proof motors. The TASKMASTER can be provided with guide frames for mounting to channels or wet wells, or alternatively with hoppers and stands for gravity fed applications. The Taskmaster is supplied standard with an S260 Automatic Reversing Controller.

MODEL NO.	A	B	C	D	HP	WEIGHT	GPM/s
TM8512	12.9 (328mm)	21.7 (552mm)	50.3 (1278mm)	12 (305mm)	3	463 (210kg)	550 (35m³)
TM8516	16.6 (422mm)	25.4 (646mm)	54.0 (1372mm)	12 (305mm)	3	495 (225kg)	775 (48m³)
TM8524	24.1 (612mm)	32.9 (837mm)	61.5 (1562mm)	12 (305mm)	3	560 (255kg)	1200 (76m³)
TM8532	31.6 (803mm)	40.4 (1027mm)	69.0 (1753mm)	12 (305mm)	3	625 (284kg)	1650 (104m³)
TM8540	39.1 (993mm)	47.9 (1216mm)	76.5 (1943mm)	12 (305mm)	3	690 (314kg)	2100 (132m³)
TM8552	50.3 (1278mm)	59.1 (1502mm)	90.9 (2308mm)	12 (305mm)	5	870 (395kg)	2750 (173m³)
TM8560	57.8 (1468mm)	66.6 (1693mm)	98.4 (2499mm)	12 (305mm)	5	935 (425kg)	3200 (202m³)
TM8524D	24.1 (612mm)	32.9 (837mm)	61.5 (1562mm)	24 (610mm)	5	878 (399kg)	2429 (153m³)
TM8532D	31.6 (803mm)	40.4 (1027mm)	69.0 (1753mm)	24 (610mm)	5	988 (444kg)	3311 (209m³)
TM8540D	39.1 (993mm)	47.9 (1216mm)	76.5 (1943mm)	24 (610mm)	5	1099 (499kg)	4194 (265m³)
TM8552D	50.3 (1278mm)	59.1 (1502mm)	90.9 (2308mm)	24 (610mm)	5	1346 (612kg)	5512 (347m³)

For inline dimensions please contact factory.

Call one of our customer service representatives to discuss your particular application.



JWC Environmental
290 Paularino
Costa Mesa, CA 92626, USA
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 1

Quote # 26330

To GP Jager Inc.
PO Box 417
Butler, NJ 07405-0417
US

Contact Rich Fiedler

FOR INTERNAL JWCE and JWCE AGENT ONLY. DO NOT DISTRIBUTE!

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.

Project	Kelly RD Pump Station, Carmel, NY	Bid Date	
Quote Date	04/24/2015	FOB	Origin
Submittals	4 weeks after receipt of order	Expire Date	06/26/2015
Ship Equipment	6 weeks after approval/release	Terms	NET 30 DAYS
Consulting Engineer			
Spec. Section	none- replace existing S/N 10937		

LINE ITEMS

Line No	Qty	Part/Description
1	1	30005-0008 One (1) Model 30005-0008-DI Muffin Monster grinder suitable for up to 335 gpm in unrestricted freefall discharge. Scope of supply to include: * Grinder with 8" cutter stack using 7-tooth cam cutters in alloy steel, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, green epoxy-coated ductile iron end housings drilled for guide plate and high-flow siderails, 29:1 speed reducer and 3 hp XPNV Immersible Explosion Proof 208-230/460v/3ph/60Hz electric motor with 40' cable. One (1) Guide Plate, 304 stainless steel, mounted to grinder. One (1) PC2220 motor controller in a NEMA 4X FRP enclosure accepting 208v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC. Paint finish: Tnemec N69 Epoxoline. Four (4) Operation and Maintenance manuals.

Price	\$22,458.00
--------------	--------------------

Clarification

1. FOB FACTORY, FREIGHT INCLUDED TO JOBSITE.
2. One year standard Factory limited Warranty included.
3. Start-up assistance by GP Jager Associates included.
4. Est. shipping wt: 650#
5. Equipment shipment 6 weeks after release for mfg.
6. Anchor bolts/mtg. hardware not included.
7. No applicable taxes included.

--JERRYW

Exclusions



Quote # 26330

JWC Environmental
290 Paularino
Costa Mesa, CA 92626, USA
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 2

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.

Authorized JWC Environmental Signature Jerry Withey



Quote # 26330

JWC Environmental
290 Paularino
Costa Mesa, CA 92626, USA
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 3

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 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 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 Seller's 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 Seller's 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 term 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 made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated 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 the 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 and military authorities, fires, 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, any shipments 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 five calendar days from the delivery date and disposition of the claim is solely subject to 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 Buyer 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 by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING 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 STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST 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 CONNECTION WITH 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, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY 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.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or 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 for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation 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 for any 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 hereunder or under applicable laws 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 hereunder 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 the 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. If 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 full 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,



JWC Environmental
290 Paularino
Costa Mesa, CA 92626, USA
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 4

Quote # 26330

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 HEREIN. 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 HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN 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 HEREIN. 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 HEREIN.

F360JWCE0107



Severn Trent Services
1961 Route 6, Rear 3
Carmel, NY 10512
United States

T: +1 845 228 0460
F: +1 845 228 0465

www.severntrentservices.com

TOWN OF CARMEL

ENGINEERING

REQUEST FOR PURCHASE OR REPAIR

District : SD #2

Date of Request: 5-11-15

Item requested: Grinder at Kelly Rd pump station

Purpose of item: grinds rags prior to pumps to help keep the pumps from clogging

Estimated age of equipment to be replaced / repaired 18 years

Estimated life expectancy of new equipment / repair: 10 years

Labor cost for installation and or repair: 0

Vendor # 1: JWC muffin monster

Cost: \$22,458.00

Vendor # 2: Franklin Miller

Cost: \$19,750.00

Vendor # 3:

Cost:

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Cc: [Esteves, Donna](#)
Subject: RE: 05-18-15 Request for funds.
Date: Monday, May 18, 2015 1:09:24 PM
Attachments: [AuthorizingEmergencyExpenditureCSD#1.doc](#)

Rich,

Below are my responses to your request:

- CSD #2 - \$19,750 Kelly Road Pump Station Comminutor – Currently there are sufficient funds available to fund this project.
- CSD #1 – 23,875 White Sail Pump Station Comminutor – Currently there are NOT sufficient funds available to fund this project. However, there is \$113,174 in the Repair Reserve Fund Balance. If the board approves this project a separate resolution (see attached) will not to be authorized by the board to transfer from this reserve to be paid back over a two year period.

Thanks,

Mary Ann

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

From: Franzetti, Richard
Sent: Monday, May 18, 2015 12:19 PM
To: Maxwell, Mary Ann
Cc: Esteves, Donna
Subject: FW: 05-18-15 Request for funds.

Mary Ann,

See Donna's response below regarding funding for the following:

1. CSD 1- White Sail Pump station comminutor Cost - \$23,875.00
2. CSD 2- Kelly Rd Pump station comminutor Cost – \$19,750.00

This equipment is needed as there is a potential compliance issue as the comminutor is not currently working and a blockage could occur, causing a raw wastewater overflow.

Please advise if it is OK to proceed with this approach

Thanks

Richard J. Franzetti. P.E, BCEE, LEED ^{AP}
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax – (845) 628-7085
Cell – (914) 843-4704
rjf@ci.carmel.ny.us

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From: Esteves, Donna
Sent: Monday, May 18, 2015 12:14 PM
To: Franzetti, Richard
Subject: RE: 05-18-15 Request for funds.

Rich,

There are sufficient funds in CSD 2 to make the repairs. However, in district CSD #1 I will need to request a budget transfer from the fund balance. Please advise if and when you would like me to do this.

Thanks,

D

From: Franzetti, Richard
Sent: Monday, May 18, 2015 11:31 AM
To: Esteves, Donna
Subject: 05-18-15 Request for funds.

Donna,

Prior to me forwarding to Mary Ann, can you please check to see if there are sufficient funds for the following:

1. CSD 1- White Sail Pump station comminutor Cost – \$23,875.00
2. CSD 2- Kelly Rd Pump station comminutor Cost – \$19,750.00

Thanks

Richard J. Franzetti. P.E, BCEE, LEED ^{AP}

Richard J. Franzetti, P.E.

Town Engineer



(845) 628-1500

(845) 628-2087

Fax (845) 628-7085

#6

Office of the Town Engineer

60 McAlpin Avenue
Mahopac, New York 10541

☒ Work Session 5/27/15
☐ Agenda _____

MEMORANDUM

To: Carmel Town Board
From: Richard J. Franzetti P.E. Town Engineer 
Date: May 19, 2015
Re: C 229- Chemical Supply

Presently chemicals used at the Carmel Sewer Districts 2, 3, 5, 6, and 7 and Carmel Water Districts 2, 3, 4, 5, 6, 7 and 12 (Districts) are purchased and delivered from various companies. The last time the purchase of chemicals was let out to bid was in 2009. As provided in the attached January 22, 2015 the Board gave the Engineering Department (Department) permission to bid this work.

Bids were received for the referenced contract. The Town Clerks summary is attached.

The lowest bidder is Slack Chemical Co. (Slack) located at 2648 Route 22, Patterson, NY 12563. A copy of their cost is attached. This Department performed a District assessment and determined that the Districts will realize a cost savings of approximately \$8,000.00. A copy of this assessment is attached.

Currently Slack Chemical is one of the chemical vendors for the Districts. Based upon the Town of Carmel's prior experience, we have determined that Slack is qualified to perform this work for the Town of Carmel and therefore recommend that the contract be awarded to Slack.

Chemicals for the Districts are included as part of the annual budget and based on this Departments assessment there are sufficient funds for this service.

I respectfully request that this matter be placed on the next available work session for discussion.

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the respective Water and Sewer Districts within the Town of Carmel, and pursuant to the request of Town Engineer Richard J. Franzetti, P.E., Town Clerk Ann Spofford, is hereby authorized to advertise for bids for purchase of chemicals for use at the Carmel Sewer Districts #1 through #8 facilities as well as the Carmel Water Districts #1 through #14 facilities; and

BE IT FURTHER RESOLVED that the Town Engineer is to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Jonathan Schneider	<u> </u>	<u> </u>	Absent
John Lupinacci	<u> X </u>	<u> </u>	
Suzanne McDonough	<u> X </u>	<u> </u>	
Frank Lombardi	<u> X </u>	<u> </u>	
Kenneth Schmitt	<u> </u>	<u> </u>	Absent

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I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 21st day of January, 2015; and of the whole thereof.

January 22, 2015

Dated

Ann Spofford
Ann Spofford, Town Clerk

Engineering Bid Contract 229 – Chemical Supply

Bid Opening March 26, 2015 @ 11:00 AM

<u>Company</u>	<u>Address</u>	<u>NCBC attached</u>	<u>bid bond / check</u>
1. <u>Sleck Chemical Co</u>	<u>465 So. Clinton St. Canthage, NY 13619</u>	<u>yes</u>	<u>8 check</u>
2. <u>Coyne Chemical</u>	<u>3015 State Rd Croydon, PA 19021</u>	<u>yes</u>	<u>bond.</u>
3. <u>H. Krevitt & Co.</u>	<u>67 Weston St New Haven CT 06511</u>	<u>yes</u>	<u>no</u>
4. <u>Surpass Chemical Co</u>	<u>1254 Broadway Menands, NY 12204</u>	<u>yes</u>	<u>check</u>
5. <u>Wechsler Pool Supply Co</u>	<u>216 E Broadway Monticello, NY 12701</u>	<u>yes</u>	<u>no</u>

CSD #2 WWTP at Old Route 6, Carmel (Carmel Hamlet)

<u>Material</u>	<u>Estimated quantity</u>	<u>Bidder #1</u>	<u>Bidder #2</u>	<u>Bidder #3</u>	<u>Bidder #4</u>	<u>Bidder #5</u>
Item # 4 Caustic Soda 25%	3,000 gallons Unit Price Bid	1.44	—	1.01	1.192	—
	Price X Estimated quantity	4320.00	—	3,030.00	3,576.00	—
Item #5 Caustic Soda 50%	1,000 gallons Unit Price Bid	2.44	3.354	2.57	2.92	—
	Price X Estimated quantity	2,440.00	3,354.00	2,570.00	2,920.00	—
Item #7 Sulfuric Acid 50%	1,000 gallons Unit Price Bid	2.89	—	3.01	3.30	—
	Price X Estimated quantity	2890.00	—	3,010.00	3,300.00	—
Item #8 Citric Acid	275 gallons Unit Price Bid	6.99	1.5234	—	5.102	—
	Price X Estimated quantity	1922.25	143.94	—	1,403.33	—

CSD #4 WWTP at North Road, Mahopac (Lake Secor Sewer District)

Material	Estimated Quantity	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Item #7 Sulfuric Acid 50%	275 gallons Unit Price Bid	2.89	—	3.41	4.275	—
	Price X Estimated quantity	794.75	—	954.25	1175.62	—
Item #4 Caustic Soda 50%	275 gallons Unit Price Bid	2.44	4.977	3.58	2.905	—
	Price X Estimated quantity	671.00	1,368.68	984.50	1012.88	—
Item # 8 Citric Acid 50%	165 gallons Unit Price Bid	6.99	.6224	—	6.083	—
	Price X Estimated quantity	1163.35	102.70	—	1003.70	—

CSD #5 WWTP at Carey St, Mahopac (Hillsdale Sewer District)

Material	Estimated Quantity	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Item # 2 Chlorine	250 gallons Unit Price Bid	1.84	—	—	—	—
	Price X Estimated quantity	460.00	—	—	—	—

CSD #6 WWTP at Vineland Road, Mahopac (Ivy Hills Sewer District)

Material	Estimated Quantity	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Item # 2 Chlorine	250 gallons Unit Price Bid	1.84	—	—	—	—
	Price X Estimated quantity	4.60	—	—	—	—

CSD #7 WWTP at Dahlia Drive, Mahopac (Buckshollow Sewer District)

Material	Estimated Quantity	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Item # 6 Aluminum chlorohydrate	1,000 gallons Unit Price Bid	3.98	—	—	—	—
	Price X Estimated quantity	3980.00	—	—	—	—
Item 2 Chlorine	30 gallons Unit Price Bid	1.64	27.939	—	—	—
	Price X Estimated quantity	49.20	838.17	—	—	—
Item # 8 Citric Acid (50%)	15 gallons Unit Price Bid	7.99	2.5278	—	—	—
	Price X Estimated quantity	119.85	37.92	—	—	—

CWD#2 WTP at 1744 Route 6, Carmel, New York (Carmel Hamlet)

Material	Estimated Quantity	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Item # 1 Phosphoric acid	300 gallons Unit Price Bid	8.89	.6617	—	—	—
	Price X Estimated quantity	2667.00	198.51	—	—	—
Item # 2 Chlorine	10,000 gallons Unit Price Bid	1.34	1.4970	1.37	1.475	2.72
	Price X Estimated quantity	13,400.00	14,970.00	13,700	14,750.00	27,200
Item # 3 Diatomaceous earth	90,000 pounds Unit Price Bid	.649	.625	—	—	—
	Price X Estimated quantity	58,410.00	56,250.00	—	—	—

CWD#3 WTP - 105 Spring Road, Mahopac, New York

Material	Estimated Quantity	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Item#2 Chlorine	400 gallons Unit Price Bid	1.84	—	—	1.35	—
	Price X Estimated quantity	736.00	—	—	540.00	—

CWD#8 WTP - 71 Heather Drive, Mahopac, New York

Material	Estimated Quantity	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Item #2 Chlorine	3,600 gallons Unit Price Bid	1.64	2.1290	—	2.75	2.72
	Price X Estimated quantity	5,904.	7,664.40	—	9,900.00	9,792.00
Item #2 Chlorine in gallon containers	100 gallons Unit Price Bid	3.84	—	—	4.50	3.25
	Price X Estimated quantity	384.00	—	—	450.00	325.00

CWD#12 WTP- 77 Jennifer Lane, Mahopac, New York

Material	Estimated Quantity	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Item #2 Chlorine	300 gallons Unit Price Bid	1.84	—	—	1.35	—
	Price X Estimated quantity	552.00	—	—	405.00	—



Contract 229 - Chemical Supply



1

BID FORM

CSD #2 WWTP at Old Route 6, Carmel (Carmel Hamlet)

Material	Estimated quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid price X Estimated quantity
Item # 4 Caustic Soda 25%	3,000 gallons	\$ 1.44/gal	One dollar and forty four cents	\$ 4320.00
Item #5 Caustic Soda 50%	1,000 gallons	\$ 2.44/gal	Two dollars and forty four cents	\$ 2440.00 (drum)
Item #7 Sulfuric Acid 50%	1,000 gallons	\$ 2.89/gal	Two dollars and eighty nine cents	\$ 2890.00 (drum)
Item #8 Citric Acid	275 gallons	\$ 6.99/gal	Six dollars and ninety nine cents	\$ 1922.25 (drum)

* All drums - \$45.00 refundable deposit

CSD #4 WWTP at North Road, Mahopac (Lake Secor Sewer District)

Material	Estimated Quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid Price X Estimated quantity
Item #7 Sulfuric Acid 50%	275 gallons	\$ 2.89	Two dollars and eighty nine cents	\$ 794.75 (drum)
Item #4 Caustic Soda 50%	275 gallons	\$ 2.44	Two dollars and forty four cents	\$ 671.00 (drum)
Item # 8 Citric Acid 50%	165 gallons	\$ 6.99	Six dollars and ninety nine cents	\$ 1153.35 (drum)

* All drums - \$45.00 refundable deposit

CSD #5 WWTP at Carey St, Mahopac (Hillsdale Sewer District)

Material	Estimated Quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid Price X Estimated quantity
Item # 2 Chlorine	250 gallons	\$ 1.84	One dollar and eighty four cents	\$ 460.00 (carboy)

* All 5 gal carboys - \$8.00 refundable deposit



Contract 229 - Chemical Supply



CSD #6 WWTP at Vineland Road, Mahopac (Ivy Hills Sewer District)

Material	Estimated Quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid Price X Estimated quantity
Item # 2 Chlorine	250 gallons	\$ 1.84	One dollars and eighty four cents	\$ 460.00 (carboy)

*all 5 gal carboys- \$8.00 refundable deposit

CSD #7 WWTP at Dahlia Drive, Mahopac (Buckshollow Sewer District)

Material	Estimated Quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid Price X Estimated quantity
Item # 6 Aluminum chlorohydrate (25%)	1,000 gallons	\$ 3.98	Three dollars and ninety eight cents	\$ 3980.00 (drum)
Item 2 Chlorine	30 gallons	\$ 1.64	One dollar and sixty four cents	\$ 49.20 (delboy)
Item # 8 Citric Acid (50%)	15 gallons	\$ 7.99	Seven dollars and ninety nine cents	\$ 119.85 (delboy)

*all 15 gal delboys - \$45.00 refundable deposit
+drums

CWD#2 WTP at 1744 Route 6, Carmel, New York (Carmel Hamlet)

Material	Estimated Quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid Price X Estimated quantity
Item # 1 Phosphoric acid	300 gallons	\$ 8.89	Eight dollars and eighty nine cents	\$ 2667.00 (drum)
Item # 2 Chlorine	10,000 gallons	\$ 1.34	One dollar and thirty four cents	\$ 13,400.00
Item # 3 Diatomaceous earth	90,000 pounds	\$ 0.649/#	Zero dollars and sixty four and nine thousandths cents	\$ 58,410.00 (FW 60)

*all drums - \$45.00 refundable deposit

full pallets

CWD#3 WTP - 105 Spring Road, Mahopac, New York

Material	Estimated Quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid Price X Estimated quantity
Item#2 Chlorine	400 gallons	\$ 1.84	One dollar and eighty four cents	\$ 736.00 (carboy)

*all 5 gal carboys - \$8.00 refundable deposit



Contract 229 – Chemical Supply



CWD#8 WTP - 71 Heather Drive, Mahopac, New York

Material	Estimated Quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid Price X Estimated quantity
Item #2 Chlorine	3,600 gallons	\$ 1.64	One dollar and sixty four cents	\$ 5904.00
Item #2 Chlorine in gallon containers	100 gallons	\$ 3.84	Three dollars and eighty four cents	\$ 384.00

CWD#12 WTP- 77 Jennifer Lane, Mahopac, New York

Material	Estimated Quantity	Unit Price Bid dollars	Unit Price Bid words	Extension Bid Price X Estimated quantity
Item #2 Chlorine	300 gallons	\$1.84	One dollar and eighty four cents	\$ 552.00

(carboy)

*all 5 gallon carboys - \$8.00 ea. (refundable) deposit

VENDOR'S NAME:

Slack Chemical Co., Inc.

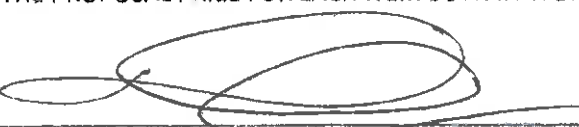
ADDRESS:

465 So. Clinton St., Carthage, NY 13619

BIDDER WILL COMPLETE WORK FOR THE FOLLOWING PRICES:

(THE BIDDER SHALL STATE THE PROPOSAL PRICE FOR EACH ITEM BOTH IN WORDS AND IN FIGURES)

SIGNED:


Derek Davis, General Manager

DATE:

March 20.2015

PRINTED NAME & TITLE:

Derek Davis, General Manager

Affix
Corporate Seal

CHEMICAL BID ANALYSIS

PROPOSAL TABULATION SHEET FOR: CHEMICAL SUPPLY C229			LOCATION: VARIOUS LOCATIONS IN THE TOWN OF CARMEL			OPENING DATE: 3/26/14 OPENING TIME: 11:00 AM			TOWN OF CARMEL			
SITE #	LOCATION	ITEM	EST QTY 2015	SAVINGS BY DISTRICT	Current	SLACK CHEMICAL						
						BID	EXT	COMMENTS				
S2	WWTP at Old Rt 6, Carmel	Item #4 Caustic Soda 25% (Sodium Hydroxide)	3,000	0	1.44	1.44	4,320					
		Item #5 Caustic Soda 50% (Sodium Hydroxide)	1,000	130	2.57	2.44	2,440	***drum				
		Item #7 Sulfuric Acid 50 % (Hydrogen Sulfate)	1,000	90	2.98	2.89	2,890	***drum				
		Item #8 Citric Acid (Hydrogen Sulfate) ***only ordered 1x per yr	275	0	6.99	6.99	1,922	***drum				
		(pac1 not included in bid)					11,572					
		(alum not included in bid)					33,607					
		2015 projected chemical expense					\$7,430					
						\$62,609						
S4	WWTP at North Rd Mahopac (Lake Secor)	Item #7 Sulfuric Acid 50 % (Hydrogen Sulfate)	275	25	2.98	2.89	795	***drum				
		Item #4 Caustic Soda 50% (Sodium Hydroxide)	275	33	2.56	2.44	671	***drum				
		Item #8 Citric Acid (Hydrogen Sulfate)	165	0	6.99	6.99	1,153	***drum				
		(alum not included in bid)					2,619					
							13,475					
		2015 projected chemical expense					16,084					
								16,084				
S5	WWTP at Carey St, Mahopac (Hillsdale)	Item #2 Chlorine (Sodium Hydroxide)	250	83	2.17	1.84	460	***carboy				
S6	WWTP at Vineland Rd, Mahopac (Ivy Hills)	Item #2 Chlorine (Sodium Hydroxide)	250	83	2.17	1.84	460	***carboy				
S7	WWTP at Dahlia Dr, Mahopac (Buckshollow)	Item #6 Aluminum Chlorohydrate (PACL 2000)	1,000	2,770	6.75	3.98	3,980	***drum				
		Item #2 Chlorine (Sodium Hydroxide)	30	16	2.17	1.64	49	***delboy				
		Item #8 Citric Acid 50%	15	-15	6.99	7.99	120	***delboy				
		(pac1 not included in bid)					4,149					
							7,532					
		2015 projected chemical expense					11,661					
								11,661				
2014 Consumption												2014 Budget
CSD 1,805												CSD 30,000
MICRO 48,024												MICRO 50,000
49,829												
												2015 Budget
												CSD 60,000
												MICRO 40,000
												100,000
2014 Consumption												2014 Budget
CSD 841												CSD 5,580
MICRO \$10,075												MICRO 12,000
10,916												
												2015 Budget
												CSD 8,000
												MICRO 10,000
												18,000
2014 Consumption												2014 Budget
CSD 2,609												CSD 2,655
												2015 Budget
												CSD 2,800
2014 Consumption												2014 Budget
CSD 1,820												CSD 2,000
												2015 Budget
												CSD 1,000
2014 Consumption												2014 Budget
CSD 871												CSD 2,090
MICRO 7,532												MICRO 8,000
5 8,403												
												2015 Budget
												CSD 2,000
												MICRO 8,720
												10,720



TOWN OF CARMEL RECREATION & PARKS DEPARTMENT
SYCAMORE PARK, 790 LONG POND ROAD
MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

TELEPHONE: (845) 628-7888 FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: <http://www.carmelny.org>

#7

☒ Work Session 5/27/15

☐ Agenda _____

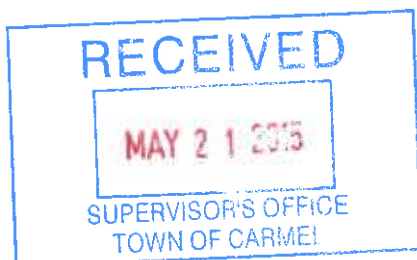
DATE: May 21, 2015

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP 
Director, Recreation and Parks

SUBJECT: Sycamore Park Field Backstop

In the 2015 Recreation budget we have \$21,500.00 budgeted for the replacement of the backstop and fencing at the Sycamore Park softball/baseball field. I am requesting authorization to go out for RFPs for this project; please add it to the next Town Board meeting.



/sms

Work Session 5/27/15

Agenda

Lake Casse Community Quarterly Newsletter

June 2015, Vol. 1, Issue 2



ADVISORY BOARD:

Bill Siclari Kim Kugler Scott Sterbens
Amanda Guszack John Aquina Mario Viscovich
Lourdes Valle

INSIDE THIS ISSUE:

Community Update
Beach News
Club House Rental Info
Committee Volunteers
2015 Activities Calendar
"Like" Us

COMMUNITY UPDATE



What a wonderful turn out we had for the grand-reopening of the newly renovated Club House!! It was great to see the community come together with such enthusiasm; a much long over due event and more to come!



Many "Thanks" to our local businesses for sponsoring our event - Mahopac Florist, Bucci's, Paolo's, Keyfood, Cartwright, Gino's, Dunkin Donuts and Millstone.

SUMMER
KICK-OFF PARTY
JUNE 27 - see the
enclosed flyer for
more information



The Grounds Committee has begun summer clean ups at the lake and installed a new bulletin board sign at the beach entrance. The Activities Committee continues to work on upcoming events and fun for all!!



BEACH NEWS

Beach Passes were distributed in the March newsletter, if you did not receive them please email LakeCasse@Gmail.com with your family name and address. Please remember that these passes are **non-transferable** and should only be used by residents of Lake Casse. Each pass admits up to 4 people per pass. **Residents are responsible for their guests. Your pass must be presented to the Gate Guard to access the beach each time, a photo ID may be required.**





CLUB HOUSE RENTALS

If you are interested in reserving the club house for your next party you can contact Bob Krontilik at (845)628-8115 for more details. The Club house is only available to Lake Casse residents. The cost is \$250 + \$150 security deposit.

STAY CONNECTED

EMAIL AND FACEBOOK

"LIKE" us on Facebook at "Lake Casse Community & Government" page

Email Lakecasse@gmail.com to join our email list, get community updates and with any questions !

VOLUNTEERS WANTED

The activities and building & grounds committees welcomes new volunteers. If you would like to join please email us at LakeCasse@gmail.com

BULLETIN BOARD NEWS

Check the bulletin board at the lake and beach entrances for information and events.



Have an old beach umbrella? Would you be willing to donate it for the lifeguards? Please leave it by the lower clubhouse door!

EVENTS CALENDAR

JUNE

June 27th, 11:00am

SUMMER KICK OFF PARTY!!!

See the enclosed flyer for more information. Please **RSVP** by 6/18 to LakeCasse@gmail.com with your family name, address, and # of guests.

Remember to bring your own beverages and a side dish to share.

JULY

July 8th, 8:00pm - Beach Campfire, smores, and stargazing! Guitars welcome!

July 23rd, 8:00pm - Movie Night under the stars. Bring a chair and a snack to enjoy while watching a family movie.

AUGUST

August 18th, Time TBD - Beach Party & Fishing Derby

OCTOBER

October 30th, 8:00pm
Adults Only Halloween Party
(21yrs and older)

October 31st, 5:30pm Kids Trunk or Treat Parade!

WINTER

December - Breakfast with Santa
New Years Eve - Dance!

Look for the **SEPTEMBER** Newsletter for updated and additional information.

THANKS FOR READING!

WE LOOK FORWARD TO SEEING YOU AT THE LAKE!

Lake Casse Community's



Summer Kick Off Party!!

**Come celebrate the last day of school and the start of a
fun summer at the beach!**

RAFFLES, MUSIC, FACE PAINTING, GAMES and more!

Saturday, June 27th @ 11am



Hamburgers and hot dogs will be served.

We are asking each family to bring a side dish to add to the
community table to share with all.

Please provide your own beverages (please no glass at the beach)

Kindly RSVP by June 18 to LakeCasse@Gmail.com
(include your family name, address and # of people)

****Volunteers needed, please email @ the above****