

ASHLEY BOROUGH

David J. Evans, Mayor

John Gibbons, Council Chair
Frank Sorokach, Council Vice Chair
Donald Sipple

Joseph McGlynn, Jr.
Gerald Maldonado
Donna Schappert

Ashleypa.net

Greg Gulick, Borough Manager

William E. Vinsko, Jr., Esquire, Solicitor

BOROUGH COUNCIL MEETING

APRIL 12, 2016 -- 6:30 PM

- (a) Call to Order
- (b) Roll Call of Council Members and Mayor
- (c) Pledge of Allegiance

An Executive Session was held on April 5, 2016 regarding personnel matters.

- (d) Swearing in of DANE SORENSEN as police officer for Ashley Borough.
- (e) Council Member Presentations
 - Mr. Sipple
 - Mr. McGlynn
 - Mr. Maldonado
 - Ms. Schappert
 - Mr. Sorokach
 - Mr. Gibbons
- (f) Mayor's Presentation
- (g) Borough Manager's Presentation
- (h) Chief Fedorczyk's Presentation
- (i) Solicitor Presentation
- (j) Committee Presentations
- (k) Legislation

Public Comment – Pending Legislation Only

RESOLUTION 38 OF 2016 – A Resolution to pay the March 2016 payroll in the amount of \$_____.

RESOLUTION 39 OF 2016 – A Resolution to pay the March 2016 bills in the amount of \$_____.

RESOLUTION 40 OF 2016 – A Resolution authorizing the payment of the amount necessary to address Ashley Borough’s portion (19%) of the Hanover Township Interceptor Cleaning pursuant to the Intergovernmental Cooperation Agreement. The current total amount due from all municipalities is \$51,600 (clean out) and \$14,578 (for the temporary diversion flow), of which Ashley Borough is responsible for 19%. A copy of the proposals and correspondence is attached.

RESOLUTION 41 OF 2016 – A Resolution authorizing the sale of the Borough’s unmarked police car.

RESOLUTION 42 OF 2016 – A Resolution authorizing the advertisement for sale of the real property located at 114 South Main Street and 23 South Main Street.

RESOLUTION 43 OF 2016 – A Resolution to advertise for a typist for approximately 10-15 hours per week who will also assist with scanning at the Borough for an amount of \$12.00 per hour.

RESOLUTION 44 OF 2016 – A Resolution authorizing the hiring of Dane Sorensen as a Police Officer for Ashley Borough on a part time basis.

RESOLUTION 45 OF 2016 – A Resolution authorizing proper Borough Officials to use General Fund money to redo both Borough Parks, with amounts not to exceed \$1400.00 per park.

RESOLUTION 46 OF 2016 – A Resolution authorizing proper Borough Officials to open accounts for the Borough at Citizens Bank in Ashley.

ORDINANCE NO. 4 OF 2016 – An Ordinance Amending the Parking Ordinance for Ashley Borough.

(l) **PUBLIC COMMENT**

(m) Future Meeting Dates:

TUESDAY, MAY 3, 2016 at 6:30 PM
BOROUGH COUNCIL WORK SESSION

TUESDAY, MAY 10, 2016 at 6:30 PM
BOROUGH COUNCIL MEETING

(n) Adjournment

**ASHLEY BOROUGH
ORDINANCE NO. 4 OF 2016**

**AN ORDINANCE AMENDING ORDINANCE 1 OF 2016 - PROHIBITING
RECREATIONAL AND COMMERCIAL VEHICLES FROM PARKING ON ASHLEY
BOROUGH STREETS, SIDEWALKS AND EASEMENT AREAS**

Enacted On: _____, 2016

Effective On: _____, 2016

WHEREAS, it is the desire of Ashley Borough Council to address the issue of recreational and commercial vehicles which park on Ashley Borough streets, sidewalks and/or easement areas due to limited parking in these areas of the Borough;

NOW THEREFORE, BE IT ENACTED AND ORDAINED, and it is hereby enacted and ordained as follows:

Ordinance No. 1 of 2016 is hereby AMENDED to read:

SECTION 1: Definitions:

“**Commercial Vehicles**” shall be defined as tractor trailers, truck tractors, straight body trucks, tri-axels, storage trucks, flatbeds, refrigerator trucks, chippers, cement mixers, vehicles 25,000 pounds or over, and vehicles which require a commercial drivers’ license by the Pennsylvania Department of Transportation.

“**Recreational Vehicles**” shall be defined as travel homes, travel trailers, motor homes, truck campers, tent campers, trailers, boats on trailers, snowmobiles and trailers, and similar vehicles.

SECTION 2: Requirements:

A. It shall be unlawful for any Commercial Vehicle to be parked on any street, alley, sidewalk or easement in the Borough except for temporary loading or unloading construction material, household goods, furniture or those of contractors legally licensed and legally permitted by the Borough to perform work. For those excepted, the vehicle must be moved at the conclusion of the completed work, which shall not exceed twenty-four (24) hours unless a valid permit is received from the Ashley Borough Police Department.

B. No Recreational Vehicle may be used for living purposes inside the Borough.

C. It shall also be unlawful to park, or leave standing, any motor vehicle, any licensed or unlicensed motorcycles, dumpsters, all-terrain vehicles, go-carts, or similar vehicles on sidewalks or easement areas open to the public.

SECTION 3: Fines:

Any violation of this Ordinance shall be punishable as a summary offense and may be assessed a fine of up to Three Hundred Dollars (\$300) plus court costs, as determined by the Magisterial District Judge. Each separate day that the violation occurs shall be considered a separate violation.

SECTION 4: Severability:

The provisions of the Ordinance are severable and if any of its provisions shall be held invalid or unconstitutional, the decision of the court shall not affect or invalidate any of the remaining provisions.

EFFECTIVE DATE

This Ordinance shall be effective on this _____ day of **APRIL, 2016**.

BY: ASHLEY BOROUGH COUNCIL

JOHN GIBBONS, PRESIDENT

SEAL:

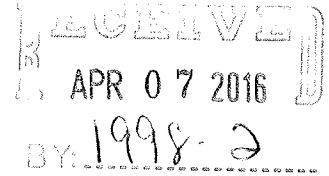
GREG GULICK, BOROUGH MANAGER

ROBERT V. DAVISON, ESQ.
ATTORNEY AT LAW

NEW BRIDGE CENTER, SUITE 216
480 PIERCE STREET
KINGSTON, PA 18704

TELEPHONE (570) 331-2483

email: rdavison@epix.net



FACSIMILE (570) 331-2493

April 5, 2016

William E. Vinsko, Jr., Esquire
253 South Franklin Street
Wilkes-Barre, PA 18701

Via Facsimile and U.S. Mail

RE: Intergovernmental Agreement for Sanitary Sewer Cost Sharing (Ashley/WB Twp. and Hanover Twp.)

Dear Bill:

Sorry I missed you at the Intermunicipal Meeting yesterday. As per your request enclosed please find copies of the following proposals:

- 1) USG: \$51,600.00 (clean out)
- 2) Xylear: \$14,578.00 (temporary diversion of flow into WB City sewer system)

All municipality representatives seemed to agree that the above proposals were acceptable. In addition, the WWSA has offered the use of their tanker truck during the clean out. Also discussed was the practicality of televising the line after clean out to inspect the structural integrity of the line. I do not know the cost estimate for this yet but will forward it on to you when received. The City of Wilkes-Barre has graciously agreed to allow use of its system while the clean out is completed.

There may be a problem accessing the Kieth Street siphon section of the line due to encroachments blocking the sanitary sewer easement.

Hopefully, we will receive full cooperation from the land owners. If not, I will be seeking Court assistance on behalf of the Township to enforce the easement and obtain emergency access to the same.

As you know, the July 9, 2013 Agreement provides, in Article II, paragraph 6, that the parties agree to pay, in addition to the annual sewer rental fee, their proportionate share of any capital improvements or substantial repair in excess of \$25,000.00 per improvement/repair required. Until the Flow Meter Study is completed, Ashley's stipulated share is nineteen (19%) percent. I understand our Engineers are making progress in the installation of the flow monitors.

From the discussions yesterday, it appeared that Ashley Borough agrees and approves of the need for the repairs and the cost proposals.

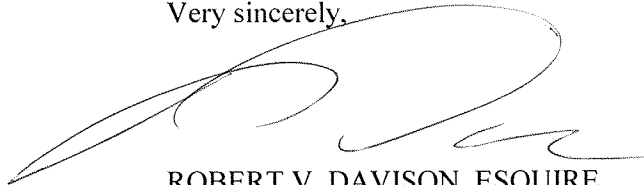
William E. Vinsko, Jr., Esquire
April 5, 2016
Page 2

If the Borough does not, please let me know as soon as possible as this is an urgent situation and work is expected to commence in the near future.

Please call if you have any questions.

With warmest professional regards.

Very sincerely,

A handwritten signature in black ink, consisting of several large, fluid loops and a trailing flourish.

ROBERT V. DAVISON, ESQUIRE
Solicitor to the Township of Hanover

Encl.

cc: Albert J. Bagusky (*w/o encl. via e-mail only*)
Samuel T. Guesto, Jr. (*w/o encl. via email and U.S. Mail*)
Terrence J. Ostrowski, P.E. (*w/o encl. via email only*)

BUDGETARY PROPOSAL



UTILITY SERVICES GROUP, INC.

1304 SLATE HILL ROAD
 CAMP HILL, PA 17011
 Contact: Christopher Woloszyn
 Phone / Fax: (717) 737-6092 / (717) 737-6093
 Email: cwoloszyn@usginc.net

<u>Quote To:</u>	Borton-Lawson 3897 Adler Place Bethlehem, PA 18017	<u>Job Name:</u>	Hanover Township Interceptor Cleaning
<u>Contact:</u>	David Wieller	<u>Proposal Date:</u>	3/10/16
<u>Tel:</u>	484-821-0470 ext 2116	<u>Bid Plans:</u>	Site Visit 3/1/16
<u>Fax:</u>	484-821-0474	<u>USG Quote No.:</u>	160046
<u>Email:</u>	dwieller@borton-lawson.com		

A. SCHEDULE OF PRICES.
 Prices firm for period of 30 Days.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WEEKLY MOBILIZATION PER TRUCK	4.00	EA	600.00	2,400.00
2	3 MAN 1 TRUCK CREW - DAY RATE	4.00	DAYS	3,300.00	13,200.00
3	5 MAN 2 TRUCK CREW - DAY RATE	6.00	DAYS	6,000.00	36,000.00
GRAND TOTAL					\$51,600.00

NOTES:

PLEASE REFER TO ATTACHED QUALIFICATION SHEET

Please note that the provided rates are for budgeting purposes only. The final invoice will reflect the actual amount of work completed per the daily signed work orders.

Payment will be made to Utility Services Group, Inc. within 30 days from date of invoice. Any costs incurred for collection will be added to owner's expense.

Thank you for considering Utility Services Group, Inc. for this project. Please include us in your contractor database for future work. If there are any questions you have or clarification you need, do not hesitate to contact us.

Submitted By:
 Christopher Woloszyn
 Utility Services Group, Inc.

ACCEPTANCE ACKNOWLEDGED:

By: _____ Date: _____

QUALIFICATIONS

If project conditions or scope significantly change, USG, Inc. reserves the right to change our pricing at our discretion

B. INCLUSIONS:

1. Item 1: Mobilization and travel of USG Jet/Vac crews to the project site, invoiced per week.
2. Item 2: Jet/Vac truck with certified CDL operator and labors to clean stream siphons, remove debris, and provide debris disposal.
3. Item 3: Two Jet/Vac trucks with certified CDL operators and laborers to clean sewer interceptors, remove debris, and debris disposal. Trucks are to work in tandem with a combined cleaning sled to remove debris. Each truck is to have a direct connection to an adjacent fire hydrant for heavy cleaning operations.
4. Crews will provide supplementary vacuum tubing, hosing, tooling, and supplies for adequate collection and removal of debris.
5. The provided proposal is based on the availability of 10 hour working days with full access to each site location, adjacent water source, and disposal facility.
6. Standard USG safety procedures, equipment, and work related PPE.
7. Standard USG insurances.

C. SPECIAL CONDITIONS:

1. Owner will direct all work on site and provide direct truck access to all facilities and manholes.
2. Owner is to provide an adjacent, permitted clean water source for all operations.
3. Owner is responsible for providing a disposal site location for all collected debris.
4. Each manhole is to be located and uncovered from any brush, soil, debris, or pavement.
5. All work is to be completed from the surface; no confined space entry is anticipated for this work.
6. USG assumes the minimum availability of 10 hour working days.

D. EXCLUSIONS:

1. Purchase or delivery water. Refer to Item B3 for additional conditions.
2. Televising or inspection after cleaning and debris removal.
3. Disposal of any debris or associated dump fees. Refer to Item C3.
4. Restoration, landscaping, excavation, modification, testing, or repairs of any kind.
5. Specialty equipment for confined space entry, work within right-of-ways, bucket machines, or related industry specific items.
6. Bypass pumping, plugging, or dewatering.
7. Notification to residents or businesses.
8. Traffic or pedestrian control beyond safety cones surrounding the active work zone.
9. Prevailing Wages or Workers Union Requirements.
10. Bonds, permits, fees, non-standard insurances or licenses.

E. MEASUREMENT AND PAYMENT:

1. Measurement and payment for work completed shall be per the units of measure and unit pricing indicated in Part "A" Schedule of Prices.
2. Payments will be submitted to Utility Services Group, Inc. within 30 days from date of invoice.

Thank you for considering Utility Services Group, Inc. for this project. Please include us in your contractor database for future work. If there are any questions you have or clarification you need, do not hesitate to contact us.

Submitted By:
Christopher Woloszyn
Utility Services Group, Inc.

Acceptance Acknowledged:
By: _____
Date: _____

Terence J. Ostrowski

From: Chris Woloszyn <cwoloszyn@usginc.net>
Sent: Friday, March 18, 2016 12:24 PM
To: David M. Wieller
Subject: RE: Hanover Township

Good afternoon Dave,

For your breakdown, labor and equipment are as follows:

Item 2: Equipment	\$1500 / day	Jet/vac unit, pickup, tooling, travel time
Labor	\$1800 / day	2 operators, laborer, travel time, hotels, per diems
Item 3: Equipment	\$2900 / day	2 Jet/vac units, pickup, addt. tooling and cleaning sleds, travel time
Labor	\$3100 / day	2 operators, 2 laborers, foreman, travel time, hotels, per diems

Any other questions, please let me know. I'm available this afternoon on my cell.

Regards,
Chris Woloszyn
Utility Services Group, Inc.
Project Engineer

1304 Slate Hill Road
Camp Hill, PA 17011
Office: (717) 737-6092 ext. 4201
Cell: (717) 443-9878
www.USGInc.net

From: David M. Wieller [mailto:DWieller@borton-lawson.com]
Sent: Wednesday, March 16, 2016 7:51 PM
To: Chris Woloszyn
Subject: RE: Hanover Township

Chris,

Would it be possible to provide a breakdown of labor and equipment costs? Thank you.

Dave

From: Chris Woloszyn [mailto:cwoloszyn@usginc.net]
Sent: Friday, March 11, 2016 3:06 PM
To: David M. Wieller
Subject: Re: Hanover Township

Dave,

Sure thing. I should be available for a call.

Chris Woloszyn
Utility Services Group, Inc.
Project Engineer

Hanover Township Inverted Siphon Emergency Repair Work Temporary Sewage Bypass Cost Summary

Revised 3/31/16

Keith Street Siphon Cleaning

Bypass Location	Estimated Cost
Luzerne/Division	\$7,857

Assumptions/Notes:

1. Based on 1 week duration
2. Flow will be discharged to the City of Wilkes-Barre system

FOP Siphon Cleaning

Bypass Location	Estimated Cost
FOP Parking Lot	\$6,721

Assumptions/Notes:

1. Based on 1 week duration
2. No flow will be discharged to the City of Wilkes-Barre System

Total Estimated Sewage Bypass Cost	\$14,578
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**Hanover Township Inverted Siphon Emergency Repair Work
Temporary Sewage Bypass Detailed Cost Breakdown**

Revised 3/31/16

Bypass Location: Luzerne/Division

Description	Quantity	Unit	Unit Cost	Total Cost
Technician/Laborer	15	hour	\$90	\$1,350
Pickup Truck	2	day	\$75	\$150
Rental	1	week	\$4,729	\$4,729
Overtime Running	1	week	\$629	\$629
Delivery	1	each	\$500	\$500
Pickup	1	each	\$500	\$500
			TOTAL	\$7,857

Bypass Location: FOP Parking Lot

Description	Quantity	Unit	Unit Cost	Total Cost
Technician/Laborer	18	hour	\$90	\$1,620
Pickup Truck	2	day	\$75	\$150
Rental	1	week	\$3,483	\$3,483
Overtime Running	1	week	\$468	\$468
Delivery	1	each	\$500	\$500
Pickup	1	each	\$500	\$500
			TOTAL	\$6,721



145 Philo Road West
Elmira, NY 14903
Tel: 607-215-0668
Fax: 607-215-0815
www.godwinpumps.com

3/30/2016

DaveWieller
Borton-Lawson
3897 Adler Place
Bethlehem, PA 18017

Dear Dave:

Bypass A Luzerne St. (Based on discharging into WBS system)

Thank you for your interest in Xylem Inc. products and the service that we offer. As requested, Xylem Dewatering Solutions Of America, Inc. is pleased to provide the following Rental Quotation for the above referenced project. Included in the quotation is pricing for (2) Godwin Diesel Dri-Prime CD225M Critically Silenced Self-Priming Diesel Pumps, (1) Auto Diesel Control Panels, Auto Dialer Alarm, along with pricing for auxiliary equipment necessary for the project.

Labor rates for set up, and labor at teardown are as follows:

- Technician/Laborer: \$90.00 per hour (It is estimated that it will take (2) technician's approx. 5 hours to complete set up/ (1) technician's approx. 5 hours to complete teardown).
- Godwin Pickup Truck: \$75.00/day (estimated that it will take 1 day for set up/ 1 day for teardown)

Contractor Responsibilities:

- Equipment for set up and tear down of temporary pumping system
- Any and all necessary excavation and site preparation
- Any and all site restoration as required by engineer/owner
- Tractor Trailer access to staging areas and pump pads
- Level pump pad and staging area
- Any containment required per engineer specification
- Cribbing for Pipe as needed
- Daily maintenance and operation of equipment on site
- Testing and Field Testing with assistance from Godwin
- Flushing the pumping system after bypass is completed

We appreciate the opportunity to provide you with this information and look forward to meeting your project needs in the near future. Please review the information carefully and notify us if you wish clarification concerning any portion of the information. I can be reached by phone at (585) 406-1836.

Thank you for considering Godwin Pumps of America.

Sincerely,

Brian Kelleher
Outside Sales Representative

BK

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL
A	1	Godwin Dri-Prime CD225M Critically Silenced Diesel Pump <ul style="list-style-type: none"> • Primary Unit • Sound Attenuated Enclosure • 8" 150# Flange Suction and Discharge • John Deere 4045T285SP2-T3 Diesel Engine • Includes Godwin PrimeGuard Manual • Skid-mounted, 150 gal fuel tank • Overtime Running \$628.50 (If Applicable) 	\$ 1,257.00	\$ 1,257.00
B	1	Godwin Dri-Prime CD225M Critically Silenced Diesel Pump <ul style="list-style-type: none"> • Stand-By Unit • Sound Attenuated Enclosure • 8" 150# Flange Suction and Discharge • John Deere 4045T285SP2-T3 Diesel Engine • Includes Godwin PrimeGuard Manual • Skid-mounted, 150 gal fuel tank 	942.75	942.75
C	4	8" x 20' Black Water Suction Hose with Godwin QD Fittings	141.00	564.00
D	4	8" x 10' Black Water Suction Hose with Godwin QD Fittings	90.00	360.00
E	4	8" 150#FL x 8" MQD Adapter	0.00	0.00
F	4	8" 150#FL x 8" FQD Adapter	0.00	0.00
G	2	8" Check Valve with 150# Flange	57.00	114.00
H	1	8" Godwin QD Wye (Female x Female x Male)	24.00	24.00
I	2	8" Suction Screen	0.00	0.00

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL
J	10	12" x 10' Godwin QD Pipe	27.00	270.00
K	1	Pipe Storage Rack 8' x 8' x 4' • Full Rack	0.00	0.00
L	1	Godwin PrimeGuard Float Set	180.00	180.00
M	1	Auto Dialer Alarm Agent • Eight Input Channels	363.00	363.00
N	1	12" Male Godwin QD x 8" Female Godwin QD Adapter	0.00	0.00
O	1	12" 90 Degree Godwin QD Bend	0.00	0.00
P	1	12" 45 Degree Godwin QD Bend	0.00	0.00
Q	1	Godwin Godwin High Pressure Road Crossing • 12" 150# Flange Connections • 24' Span, Rated for 100 psi	615.00	615.00
R	1	12" Male Godwin QD x 10" 150# Flange Adapter	0.00	0.00
S	1	12" FQD x 12" 150# FL	0.00	0.00
T	1	12" QD Vent	39.00	39.00

ESTIMATED RENTAL TOTAL	\$ 4,728.75
ESTIMATED DELIVERY CHARGE	\$ 500.00
ESTIMATED PICKUP CHARGE	\$ 500.00
REQUIRED EXTRAS	\$ 0.00

TERMS AND DEFINITIONS

Rental Day: One Calendar day; for diesel units, not exceeding eight (8) hours running.

Rental Week: Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.

Rental Month: Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.

Standby Rate: The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.

Overtime Running: For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.

Billing Cycles	3 - 7 Days	=	1 Week
Based on Open	8 Days	=	1 Week and 1 Day
Terms Approval	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month
Billing Cycle - COD Customers	3 - 7 Days	=	1 Week

Off Rent: It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.



145 Philo Road West
Elmira, NY 14903
Tel: 607-215-0668
Fax: 607-215-0815
www.godwinpumps.com

3/21/2016

DaveWieller
Borton-Lawson
3897 Adler Place
Bethlehem, PA 18017

Dear Dave:

Bypass C East Division St.

Thank you for your interest in Xylem Inc. products and the service that we offer. As requested, Xylem Dewatering Solutions Of America, Inc. is pleased to provide the following Rental Quotation for the above referenced project. Included in the quotation is pricing for (2) Godwin Diesel Dri-Prime CD150 Critically Silenced Self-Priming Diesel Pumps, (1) Auto Diesel Control Panels, Auto Dialer Alarm, along with pricing for auxiliary equipment necessary for the project.

Labor rates for set up, and labor at teardown are as follows:

-Technician/Laborer: \$90.00 per hour (It is estimated that it will take (2) technician's approx. 6 hours to complete set up/ (1) technician's approx. 6 hours to complete teardown).

-Godwin Pickup Truck: \$75.00/day (estimated that it will take 1 day for set up/ 1 day for teardown)

Contractor Responsibilities:

- Equipment for set up and tear down of temporary pumping system
- Any and all necessary excavation and site preparation
- Any and all site restoration as required by engineer/owner
- Tractor Trailer access to staging areas and pump pads
- Level pump pad and staging area
- Any containment required per engineer specification
- Cribbing for Pipe as needed
- Daily maintenance and operation of equipment on site
- Testing and Field Testing with assistance from Godwin
- Flushing the pumping system after bypass is completed

We appreciate the opportunity to provide you with this information and look forward to meeting your project needs in the near future. Please review the information carefully and notify us if you wish clarification concerning any portion of the information. I can be reached by phone at (585) 406-1836.

Thank you for considering Godwin Pumps of America.

Sincerely,

Brian Kelleher
Outside Sales Representative

BK/eg

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL
A	1	Godwin Dri-Prime CD150M Critically Silenced Diesel Pump <ul style="list-style-type: none"> • Primary Unit • Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • John Deere 4045T280 diesel engine • Skid-mounted, 90 gal fuel tank • OT Running \$468.00 (If Applicable) 	\$ 936.00	\$ 936.00
B	1	Godwin Dri-Prime CD150M Critically Silenced Diesel Pump <ul style="list-style-type: none"> • Stand-By Unit • Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • John Deere 4045T280 diesel engine • Skid-mounted, 90 gal fuel tank 	702.00	702.00
C	3	6" x 20' Black Water Suction Hose with Godwin QD Fittings	78.00	234.00
D	3	6" x 10' Black Water Suction Hose with Godwin QD Fittings	51.00	153.00
E	4	6" 150#FL x 6" MQD Adapter	0.00	0.00
F	4	6" 150#FL x 6" FQD Adapter	0.00	0.00
G	1	8" Male Godwin QD x 6" Female Godwin QD Adapter	0.00	0.00
H	3	6" 90 Degree Godwin QD Bend	0.00	0.00
I	2	6" Check Valve with 150# Flange	48.00	96.00
J	1	6" Godwin QD Wye (Female x Female x Male)	21.00	21.00

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION	WEEKLY UNIT	WEEKLY TOTAL
K	2	6" Godwin QD Step Bow	39.00	78.00
L	2	6" Suction Screen	0.00	0.00
M	15	8" x 20' Godwin QD Pipe	48.00	720.00
N	4	Pipe Storage Rack 8' x 8' x 4' • Full Rack	0.00	0.00
O	1	Godwin PrimeGuard Float Set	180.00	180.00
P	1	Auto Dialer Alarm Agent • Eight Input Channels	363.00	363.00

ESTIMATED RENTAL TOTAL	\$ 3,483.00
ESTIMATED DELIVERY CHARGE	\$ 500.00
ESTIMATED PICKUP CHARGE	\$ 500.00
REQUIRED EXTRAS	\$ 0.00

TERMS AND DEFINITIONS

Rental Day: One Calendar day; for diesel units, not exceeding eight (8) hours running.

Rental Week: Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.

Rental Month: Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.

Standby Rate: The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.

Overtime Running: For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.

Billing Cycles Based on Open Terms Approval	3 - 7 Days	=	1 Week
	8 Days	=	1 Week and 1 Day
	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month

Billing Cycle - COD Customers	3 - 7 Days	=	1 Week
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Off Rent: It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.