



- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
- III. **ROLL CALL**
- IV. **COMMENTS FROM VISITORS ON AGENDA RELATED ITEMS ONLY (*limit 2 minutes*)**
- V. **EXECUTIVE SESSION (*if requested*)**
Appropriate areas of discussion are matters of personnel and employment, collective bargaining, real estate, litigation, and other matters, which if conducted in public, would violate privilege.
- VI. **COMMENTS FROM VISITORS**
 - Discussion on 2021 Audit
- VII. **LEAK STUDY**

It is recommended to decide on a leak study per engineers and chief water operator recommendation.
(A proposal attached).
- VIII. **12 INCH LINE COMPLETION**

It is recommended to complete the remaining section of the 12-inch line from the 3rd avenue tank, based on quotes/recommendations to complete.
- IX. **CONTINENTAL INVOICE FOR 12 INCH PIPE**

It is recommended to decide on invoice #1942 for \$3192.00 based on information gathered from JMA field staff (measurements).
- X. **CAPEX**

It is recommended to implement a CAPEX plan for 2023.
Details of this plan were presented at the 10-12-22 board meeting.

 - \$15,000.00 for membrane filters
 - \$6000.00 towards vehicle replacements
- XI. **JWC ENVIROMENTAL – SEWER PLANT**

It is recommended to decide, pending chief waste-water operator recommendation and quotes 67898 and 67897.
(Quotes attached)
- XII. **REAMAINING CONTINGENCY FUNDS**

It is recommended to approve remaining contingency funds per requisition # 83.
- XIII. **AMEND THE ARTICLES OF INCORPORATION OF THE AUTHORITY**

It is recommended to amend the articles of incorporation of the authority to a 5-member board.
- XIV. **BUSINESS AFFAIRS**
 - Billing (Diversified Technology) presented by JMA Finance Team
- XV. **EXECUTIVE SESSION (*if requested*)**
Appropriate areas of discussion are matters of personnel and employment, collective bargaining, real estate, litigation, and other matters, which if conducted in public, would violate privilege.
- XVI. **ADJOURNMENT OF MEETING**

JHA Companies

GPRS

PROPOSAL



GPRS is the nation's premier company specializing in the detection of underground utilities and underground storage tanks, video pipe inspection, leak detection and the imaging of concrete structures. Our services enable your projects to stay safe, on time and on budget.

SIM-CERTIFIED FIELD STAFF

Our SIM-Certified Project Managers are equipped with the latest technology, industry leading training and a methodology that has produced over 99.8% accuracy on over 300,000 projects. Visit SIMSPEC.ORG today for details.

NATIONWIDE FOOTPRINT

GPRS is the largest company of our kind. With highly trained Project Managers across America we can provide rapid response to your job site — wherever it may be located.

CONSULTATIVE APPROACH

GPRS Project Managers are trained to help you remove barriers that could impact your project being safe, on time and on budget. They provide industry-leading deliverables such as CAD, 3D drawings, NASSCO reports, and a .KMZ and .PDF map is included with every utility locating project which accelerates planning, organizes operations and increases communication.



**VISUALIZING
THE BUILT WORLD™**
////// ABOVE AND BELOW GROUND

GPRSINC.COM

September 26, 2022

Client: JHA Companies

Attn: Travis Long, CEP

814-577-9593 | tlong@jhacompanies.com

Project: 100 W Center St, Johnsonburg, PA

Submitted By:

Neville Stringer

412-346-4674

neville.stringer@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. I encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact me if you have any questions, or if you need additional information.

Scope of Work

Underground Utility: We understand the scope of work on this project is to search for existence of the water main along Glen Ave, Cobb St and W Center St as shown by the red-outlined area on the attached scope of work. No other utilities will be investigated. We will attempt to trace any water line for which structures are visible from the work area. Water lines will be marked on the surface using paint, pin flags, or other appropriate means. The client will be responsible for providing drawings or notifying GPRS of any utilities entering the work area for which there are no apparent surface features or structures visible from the work area. To avoid additional charges, the areas should be laid out, marked, and cleared of obstructions before our arrival. This investigation will be within the public right of way and therefore traffic control for safety will be required and is understood will be handled/coordinated by JHA. Please visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

Equipment

- **Underground Scanning GPR Antenna.** This GPR Antenna uses frequencies ranging from 250 MHz to 450 MHz and is mounted in a stroller frame that rolls over the surface. Data is displayed on a screen and marked in the field in real-time. The surface needs to be reasonably smooth and unobstructed to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the efficacy of GPR. The total effective scan depth can be as much as 8' or more with this antenna but can vary widely depending on the soil conditions and composition. Some soil types, such as clay, may limit maximum depths to 3' or less. As depth increases, targets must be larger to be detected, and non-metallic targets can be challenging to locate. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** This receiver can passively detect the signals from live AC power or radio signals traveling along some conductive utilities. Operators can connect a transmitter directly to accessible metallic pipes, risers, or tracer wires to generate a current at a specific frequency. The receiver can then detect the resulting signal along the pipe or tracer wire. Various factors may impact this device's effectiveness, including (but not limited to) access to the utility, conductivity, grounding, and interference from other utilities. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Traceable Rodder.** The rodder consists of a copper wire encased in fiberglass. This device is pushed through a pipe with direct access, such as a sewer line at a cleanout or a storm drain catch basin. Operators then induce a current on the wire and trace the signal from the surface. The maximum traceable depth is 10' depending on the soil conditions, and the maximum distance is 200'. Inserting the rodder into deeper pipes within manholes may not be feasible depending on site conditions. GPRS will not access electrical conduits. The signal is not detectable through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld unit offers accuracy down to 4 inches; however, the accuracy achieved will depend on the satellite environment at the time of collection and is not considered survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)

Supporting Documentation



Scope Image Showing Area for Investigation

Project Costs

| SERVICE | DESCRIPTION | PRICE |
|-------------------------|---|-------------------|
| SCANNING/FIELD MARKINGS | Described on Page 2 | \$7,125.00 |
| MOBILIZATION | Outside Local Market | Included |
| GPS MAP | For exterior locations only. Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy See example: Link | Included |
| TOTAL | | \$7,125.00 |

General Terms & Conditions

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the “Terms and Conditions”) and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

- Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document including the Proposal-Specific Assumptions on the following page.
- It is the customer’s responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clear and free of obstructions. Delays caused by customer’s failure to do so may result in an increased price.
- GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. Customer acknowledges it understands that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.
- If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer’s responsibility to provide adequate traffic control to allow GPRS’ personnel to safely and efficiently work in the road/street.
- If this proposal is not accepted within 90 days of September 26, 2022, then the pricing may be subject to review.
- If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500 per requested technician.

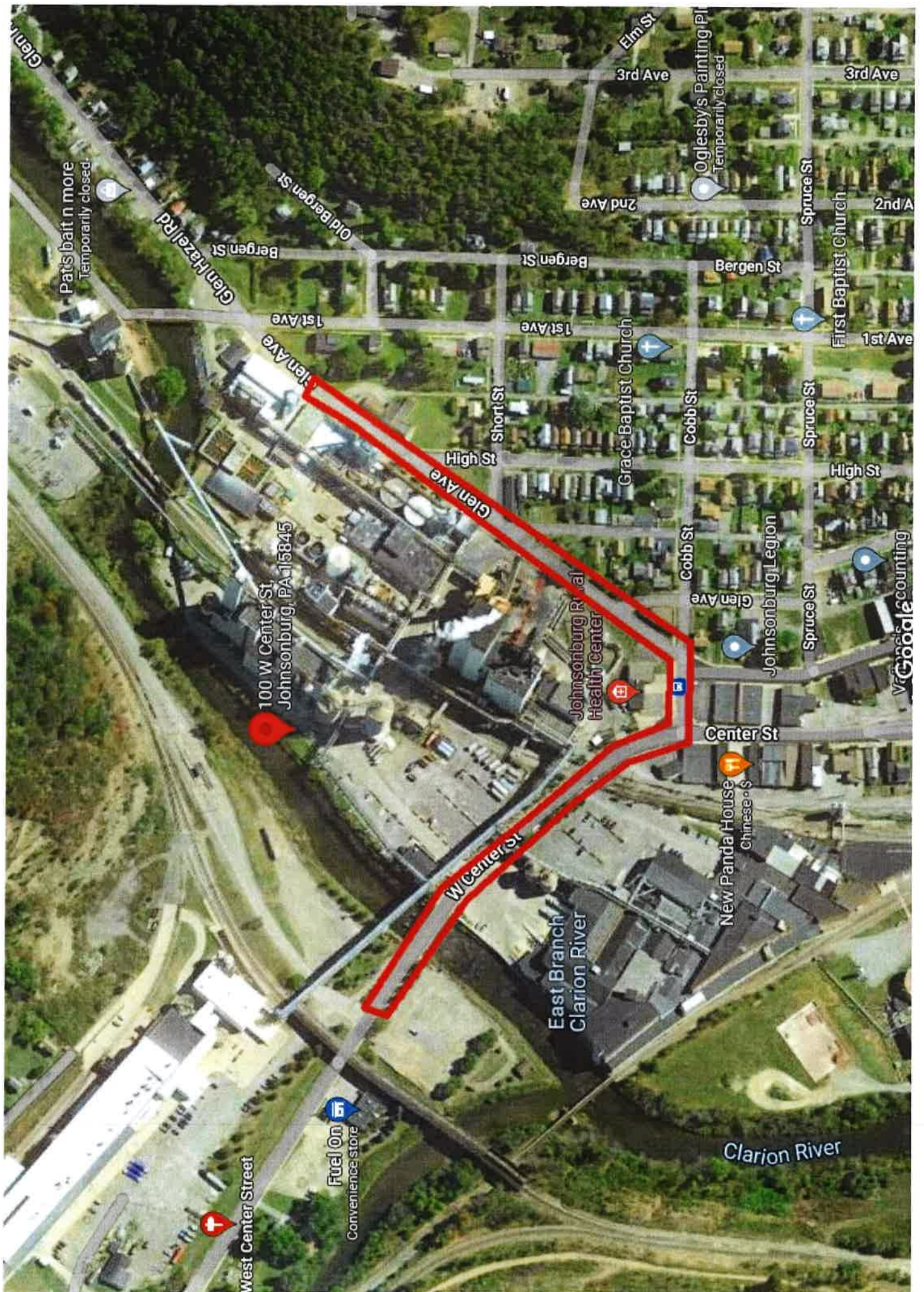
Accepted and Agreed

Print Name: _____ Signature: _____ Date: _____

Company Phone/Email: _____ PO #: _____ Job #: _____

Project-Specific Assumptions

- Standard full-day rates are based on an 8-hour workday. Time-on-site in excess of 8-hours will be billed at overtime rates.
- This price assumes that we will be given access to perform the work during normal, weekday business hours. Work performed outside of 7am-5pm Monday-Friday will be billed at overtime rates.
- As-builts and any other applicable drawings shall be made available to GPRS prior to the project.
- A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.
- These rates assume that there are no certified payroll requirements. GPRS has not been notified of any PLA, DIR, or Certified Payroll requirements. If GPRS receives notice that any of these conditions exist, there will be additional costs.



Attached are the quotes that Shane Williams discussed with you while onsite to change the bearings on the screen.

Quote # 67898 is for the seal replacement only with one tech to assist.

Quote#67897 is for the seal replacement as well as the chain replacement on the unit also with one tech to assist.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Customer: 6005532
Corey Mccabe
Johnsonburg Municipal Authority
601 Market St
Johnsonburg, PA 15845-1241
US - UNITED STATES

(814)335-3322

cmccabe@jburgma.com

Quote Number: 67898
Quote Date: 10/07/2022
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 4 WEEKS ARO
Grinder Serial #: 106442
Ticket #:

Project: JOHNSONBURG WWTP

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.

| Part Number | Description | Qty | Unit Price | Extended Price |
|----------------|--|-----|------------|----------------|
| 30539 | NYLOCK HEX NUT 5/16-18 18-8SST | 144 | \$0.53 | \$76.32 |
| MBC0014U | UPSTREAM PANEL SIDE SEAL | 36 | \$64.93 | \$2,337.48 |
| MBC0014D | DOWNSTREAM PANEL SIDE SEAL | 36 | \$64.93 | \$2,337.48 |
| MBC0016D-0188 | DOWNSTREAM CHAIN FILL PLATE 3/16 UHMW | 18 | \$58.93 | \$1,060.74 |
| MBC0016U-0188 | UPSTREAM CHAIN FILL PLATE 3/16THK UHMW | 18 | \$58.93 | \$1,060.74 |
| 30441 | HHCS 1/4-20x1-1/4 18-8 F/T | 215 | \$0.68 | \$146.20 |
| 30138 | HHCS 1/4-20x1-1/2in 18-8 P/T | 6 | \$0.68 | \$4.08 |
| 30514 | NYLOCK HEX NUT 1/4-20 18-8SST | 231 | \$0.72 | \$166.32 |
| MBC0028-106442 | DISCHARGE SCRAPER 38-3/4L MBS NEO | 1 | \$90.67 | \$90.67 |
| MBC0150-106442 | FLAT SEAL, BUNA | 74 | \$22.70 | \$1,679.80 |



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| | | | | |
|------------------------|--------------|---|------------|------------|
| SHIPPING & HANDLING | S&H CHARGES | 1 | \$250.00 | \$250.00 |
| RL | Repair Labor | 1 | \$2,500.00 | \$2,500.00 |

Please verify serial number is correct.

| | |
|------------------|--------------------|
| Sub Total | \$11,709.83 |
| Tax | |
| Total | \$11,709.83 |

Notes:

Thank-You for your Business!

**JWC Environmental Inc
TOMMY GOINS
Customer Service**



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #: 67898

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.
Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: _____

Date: _____



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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, 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



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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



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 Toll Free: 800 331-2277
 Fax: 714 242-0240

Customer: 6005532
 Corey Mccabe
 Johnsonburg Municipal Authority
 601 Market St
 Johnsonburg, PA 15845-1241
 US - UNITED STATES

Quote Number: 67897
Quote Date: 10/07/2022
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 4 WEEKS ARO
Grinder Serial #: 106442
Ticket #:

(814)335-3322

cmccabe@jburgma.com

Project: JOHNSONBURG WWTP

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.

| Part Number | Description | Qty | Unit Price | Extended Price |
|-------------------------|--|-----|------------|----------------|
| MBC0140-08-1850-03 T | PREMIUM CHAIN, MBS 8in PITCH 6 strands @ 11 links | 66 | \$108.42 | \$7,155.72 |
| MBC0141-08-1850-03 T | PREMIUM CHAIN CONNECTOR, MBS 8in PITCH | 6 | \$75.18 | \$451.08 |
| 30539 | NYLOCK HEX NUT 5/16-18 18-8SST | 144 | \$0.53 | \$76.32 |
| MBC0014U | UPSTREAM PANEL SIDE SEAL | 36 | \$64.93 | \$2,337.48 |
| MBC0014D | DOWNSTREAM PANEL SIDE SEAL | 36 | \$64.93 | \$2,337.48 |
| MBC0016D-0188 | DOWNSTREAM CHAIN FILL PLATE 3/16 UHMW | 18 | \$58.93 | \$1,060.74 |
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| | | | | |
|------------------------|-----------------------------------|-----|------------|------------|
| 30514 | NYLOCK HEX NUT 1/4-20 18-8SST | 231 | \$0.72 | \$166.32 |
| MBC0028-106442 | DISCHARGE SCRAPER 38-3/4L MBS NEO | 1 | \$90.67 | \$90.67 |
| MBC0150-106442 | FLAT SEAL, BUNA | 74 | \$22.70 | \$1,679.80 |
| SHIPPING & HANDLING | S&H CHARGES | 1 | \$350.00 | \$350.00 |
| RL | Repair Labor | 1 | \$2,500.00 | \$2,500.00 |

Please verify serial number is correct.

| | |
|------------------|--------------------|
| Sub Total | \$19,416.63 |
| Tax | |
| Total | \$19,416.63 |

Notes:

Thank-You for your Business!

JWC Environmental Inc
TOMMY GOINS
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #: 67897

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

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 Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and 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 Product 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



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
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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

Dan Newell

From: Adam Bourque <aboutourque@rcapsolutions.org>
Sent: Wednesday, October 19, 2022 11:44 PM
To: Dan Newell
Cc: 'CEP'
Subject: RE: [Ext] RE: RCAP GIS / GPS Collection Followup UPDATE
Attachments: RCAP_Solutions_RCDL_GIS_2022_Info.pdf

Hey Dan here is the updated version, apparently it was already set for our HR / GIS contracting to include 3 HRS of tech support from us with the license for \$700. Additional #'s are subject to an average of hourly going rates, so that is subject to change so I had to take the \$100 an hour out, but I would imagine it would look like that amount. Regardless, just to reinstate, all time during the grant period of this year / next year at least will be all covered at no cost to you all.

Thanks! Let me know if you have questions, sorry for the delay on response going until end of next week.



RCAP Solutions
Adam Bourque

Adam Bourque
GIS Specialist

RCAP Solutions, Inc.

Direct line: 508-688-7918

aboutourque@rcapsolutions.org

www.rcapsolutions.org

From: Dan Newell <dnewell@jburgma.com>
Sent: Monday, October 17, 2022 1:20 PM
To: Adam Bourque <aboutourque@rcapsolutions.org>
Cc: 'CEP' <long@jhacompanies.com>
Subject: [Ext] RE: RCAP GIS / GPS Collection Followup

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Adam,

I am following up. Do you have any information I could pass on to the JMA team?

Thanks,
Dan

From: Adam Bourque <abourque@rcapsolutions.org>
Sent: Thursday, October 13, 2022 9:28 AM
To: Dan Newell <dnewell@jburgma.com>
Cc: 'CEP' <tlong@jhacompanies.com>
Subject: RE: [Ext] RE: RCAP GIS / GPS Collection Followup

Hey Dan, thanks for the quick response. I know back in Kentucky I had a document we would send around, so let me ask my manager Seth to see what I can send you over to relay to the board. We might also be able to make it your way the last week of November if that would work. If we could get a meeting / approval by the end of the month that would give plenty of time to get the mapping / engineer data setup in the digital map.

Thanks! Will follow up today with a document with more information

The image shows a handwritten signature in black ink that reads "Adam Bourque". Above the signature is a small logo for "RCAP Solutions" consisting of the letters "RCAP" in a stylized font above the word "Solutions".

Adam Bourque
GIS Specialist
RCAP Solutions, Inc.
Direct line: 508-688-7918
abourque@rcapsolutions.org
www.rcapsolutions.org

From: Dan Newell <dnewell@jburgma.com>
Sent: Thursday, October 13, 2022 9:22 AM
To: Adam Bourque <abourque@rcapsolutions.org>
Cc: 'CEP' <tlong@jhacompanies.com>
Subject: [Ext] RE: RCAP GIS / GPS Collection Followup

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Adam,

This was discussed at the JMA board meeting last night and this was decided to be put on hold until later this month – JMA will hold a special meeting. I will not have staff available the week of the 24th. Although, the board seems very interested in this program.

The board has asked for more information. Can you provide some documents that I can give them?

Thanks,
Dan

From: Adam Bourque <abourque@rcapsolutions.org>

Sent: Thursday, October 13, 2022 8:55 AM

To: dhewell@jburgma.com

Subject: RCAP GIS / GPS Collection Followup

Hey Dan,

Was good getting to meet you and Travis over the web conference call. Look forward to working with you all, which leads me to the point of this email, just following up to see if somebody would be available in a couple of weeks to go around with us to GPS collect the week of the 24th – 27th (Monday-Thursday, 4 day period). Regardless sounds like we will need to do multiple site visits (on-going assistance) given the size and number of assets of your system, but if you are able to start this month, I would need that data sent over from Travis by tomorrow though to get the map setup beforehand.

I'll shoot you a call later if I don't hear from ya, but feel free to give me a call on my personal cell if you wanted to talk over anything additional 321-514-6705.

Thanks!

Adam Bourque

GIS Specialist

RCAP Solutions, Inc.

191 May Street Worcester, Massachusetts 01602

Cell number: 508-688-7918

abourque@rcapsolutions.org

www.rcapsolutions.org



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Johnsonburg Municipals Authority – RCDI Recipient 2022-2023

RCAP Solutions, Inc. was awarded a grant under USDA's RCDI program, otherwise known as the Rural Community Development Initiative. In the grant proposal, RCAP Solutions included services of providing GPS collections and creating a functional digital GIS map catered to 20 small water & sewer utility systems. This grant includes a 1-year valid ArcGIS Online Field Worker License at no cost, so that utility employees can continue to make tabular and spatial edits to the assets on the digital map following the project and continue to support a sustainable GIS mapping program. RCAP Solutions acknowledges the limitations of smaller utility systems and will provide on-site training, on-going assistance, and follow-up services to ensure utility system has a functional, vigorous GIS mapping system.

The GIS mapping license will be created under RCAP Solution's multi-tenant ArcGIS Online hosted environment with an agreed contract with ESRI (the supplier of the software). This contract was designed to help introduce GIS mapping software for many smaller water and sewer utility systems at an affordable cost while still supporting robust functionality such as operation and maintenance, asset management, and sharing data. After the first year at no cost, the annual cost to have an ArcGIS Online Field Worker License under RCAP Solutions ArcGIS multi-tenant is \$700 and includes 3 HRS of technical support, and cloud data hosting and storage. Do note, that the hours of RCAP technical support and any relevant GIS support that are within grant parameters (years of 2022-2023) will be provided to Johnsonburg Municipal Authority at no cost. Lastly, to fulfill grant requirements RCAP Solutions will collect and ask for signage from utility that indicates number of hours utility employees devoted towards grant project completion, e.g., # of hours spent assisting with GPS collecting and marketing assets.