

AGENDA
2011 ANNUAL MEETING
PLUMBING AND DRAINAGE INSTITUTE

GENERAL MEETING

PLACE: BAKER & HOSTETLER'S OFFICE
WASHINGTON, D.C.

DATE: APRIL 27, 2011 – 8:00 AM

Item G-1 Welcome by PDI President

Item G-2 Institute Counsel Comments – Lee H. Simowitz, Esq.

Item G-3 Roll Call and Certification of a Quorum Present
in Accordance with the By-Laws.

Item G-4 Approval of Minutes of Meeting Held April 2010

Item G-5 Election of Directors for 2011

Item G-6 Review Financial Condition

Item G-7 Water Hammer Arresters

Item G-8 Grease Interceptors

Item G-9 Developments in Plumbing Codes and Standards

Review the following for any changes or updates:

1. Uniform Plumbing Code
2. International Plumbing Code
3. NSPC
4. ASME A112 Main Committee
5. CSA B79/B481
6. ASSE
7. IAPMO – Green Supplement

- Item G-10 Web Site / Statistics
- Item G-11 Old Business
 Mark License Agreements
- Item G-12 New Business
- Item G-13 Future Meetings

Rand Ackroyd
Executive Director

Tab G-2 Counsel Comment

THE PLUMBING AND DRAINAGE INSTITUTE ANTITRUST POLICY

STATEMENTS AND GUIDELINES

Introduction

It is the policy of the Plumbing and Drainage Institute ("PDI") and its members to comply strictly with all laws applicable to the Institute's activities. PDI activities involve cooperative undertakings and meetings of competitors. It is important to emphasize the on-going commitment of our members and PDI to full compliance with federal and state antitrust laws. This statement is distributed at PDI meetings as a reminder of that commitment and as a general guide for our activities and meetings.

Responsibility for Antitrust Compliance

PDI's program is carried out in conformance with antitrust standards. An equal responsibility for antitrust compliance -- which includes avoidance of even an appearance of improper activity -- is yours. Your corporate employer and PDI depend on your good judgment to avoid all discussions and activities which may involve improper subject matter or improper procedures. PDI's Executive Director works conscientiously to avoid subject matter or discussion which may have unintended implications, and counsel for PDI will provide guidance with regard to these matters. It is important for you to realize, however, that the competitive significance of a particular conduct or communication probably is most evident to you, who are directly involved in the industry.

Antitrust Guidelines

In general, the antitrust laws seek to preserve a free competitive economy and trade in the United States and in commerce with foreign countries. Competitors may not agree to restrain competition among themselves with reference to the price, the quality, or the distribution of their products, and they may not act in concert to restrict the competitive capabilities or opportunities of their competitors, their suppliers, or customers. Individuals and companies are subject to criminal prosecution, and may be punished by fines and, in the case of individuals, imprisonment.

Since you have an important responsibility in ensuring antitrust compliance in the Institute's activities, you should adhere to the following guidelines:

Don'ts

1. Don't discuss with other members your own or competitors' prices (present or future), pricing patterns or policies, price differentials, price changes or other terms and conditions of sale (e.g., transportation rates or policies, discounts, allowances, mark-ups, credit terms).
2. Don't discuss with other members your own or competitors' costs, production levels, markets, capacity, inventory or sales, or plans regarding the design, production, distribution or marketing of specific products.
3. Don't discuss with other members your own or competitors' bids or contracts for particular products, or bidding procedures.
4. Don't discuss general market conditions and general industry problems, except insofar as counsel advises such discussion is appropriate, in content and form, to further legitimate objectives (e.g., to request action by government or comment on action proposed by government).
5. Don't disclose to other members at meetings or otherwise any competitively sensitive information.

Do's

6. Do conduct the annual meeting or other meetings in accordance with PDI's requirements that counsel be present, that the agenda, approved in advance by counsel, be followed and that minutes be kept and reviewed by counsel.

7. Do confer with counsel before bringing up any topic or making any statement with competitive ramifications.
8. Do send copies of all PDI-related correspondence to the Executive Director.
9. Do alert the Executive Director to any inaccuracies in proposed statements to be made by PDI, particularly statements to government officials.
10. Do remember that meetings with government officials may not provide a shield against antitrust liability.
11. Do protest against any discussions or activities which appear to violate these guidelines; disassociate yourself from any such discussions or activities and leave any meeting or social gathering in which they continue.

Conclusion

Compliance with these guidelines involves not only avoidance of antitrust violations, but avoidance of any behavior which might be so construed. Bear in mind, however, that the antitrust laws are stated in general terms, and that this statement is not a complete summary of applicable law. It is intended only to highlight and emphasize certain principal topics of antitrust concern. You must, therefore, seek the guidance of either PDI counsel or your own corporate counsel if antitrust questions arise.

Lee H. Simowitz
Baker & Hostetler LLP
Counsel

Tab G-3 Roll Call
Member and Licensee Lists

2011 Annual Meeting
Members Roll Call List

Ashland PolyTraps

Bio-Microbics, Inc.

Canplas Industries Ltd.

Flexial Corporation

Highland Tank /Lowe Engineering

Jay R. Smith Mfg. Co.

Josam Company

Mifab Inc.

Rockford Separators

Thermaco

Wade Specification Drainage Products / Wade Hydromax®

Watts Industries

Zurn Industries, Inc.

MEMBERS

March 2011

Ashland PolyTraps

P.O. Box 218
Williston, Ohio 43468
Phone: 419-351-4141
URL: www.Ashlandpolytraps.com
Contact: Dave Whitney
E-Mail: polytraps@amplex.net

Bio-Microbics, Inc.

8450 Cole Parkway
Shawnee, KS 66227
Phone: 800-753-3278
Fax: 913-422-0808
URL: www.biomicrobics.com
Contact: Chris Crouch
E-Mail: ccrouch@biomicrobics.com
**Contact: Alison Blodig
E-Mail: ablodig@biomicrobics.com

Canplas Industries, Ltd.

500 Veterans Drive
Box 1800
Barrie, Ontario
Canada L4M 4V3
Phone: 800-461-1771 ext. 3287
Fax: 705-726-8991
URL: www.endurainterceptor.com
Contact: Andrew Bird
E-Mail: abird@canplas.com

Flexial Corporation

1483 Gould Drive
P.O.Box 3105
Cookeville, TN 38502-3105
Phone: 931-432-1853
Fax: 931-432-1889
URL: www.flexial.com
Contact: Rick Larsen
E-Mail: rlarsen@flexial.com
Contact: Scott Higby
E-Mail: shigbie@flexial.com

****Highland Tank/Lowe Engineering**

1510 Stoyston Road
Friedens, PA 15541
Phone: 814-443-6800
Fax: 814-444-8662
URL: www.lowe-engineering.com
URL: www.highlandtank.com
Contact: Gregory G. Aymong
E-Mail: grega@highlandtank.com
Contact: Mike Gauthier
E-Mail: mgauthier@highlandtank.com
E-Contact: Chas Tevis
E-Mail: CTevis@highlandtank.com

Jay R. Smith Mfg. Co.

2781 Gunter Drive East
Montgomery, AL 36109-0237
Phone: 334-277-8520
Fax: 334-272-7396
URL: www.jrsmith.com
Contact: Jay Smith
E-Mail: jay.smith@jrsmith.com
Contact: Steve Chromey
E-Mail: steve.chromey@jrsmith.com
Contact: Billy Smith
E-Mail: Billy.Smith@jrsmith.com
Contact: Jerry McDanal
E-Mail: jerry.mcdanal@jrsmith.com

Josam

525 W. US Highway 20
Michigan City, IN 46360-0360
Phone: 219-872-5531
Fax: 219-874-9539
URL: www.josam.com
Contact: Barry Hodgekins
E-Mail: bhodgekins@josam.com
Contact: Brian Tubaugh
E-Mail: BTubaugh@josam.com

Mifab Inc.

1321 West 119th Street
Chicago, IL 60643
Phone: 773-341-3001
Fax: 773-341-3046
URL: www.mifab.com
Contact: Michael Whiteside
E-Mail: mwhiteside@mifab.com

Rockford Separators

5159 28th Avenue
Rockford, IL 61109
Phone: 815-229-5077
Fax: 815-229-5108
URL: www.rkfdseparators.com
Contact: Jim Griffin
E-Mail: jpgriff@rkfdseparators.com
Contact: Rob Williams
E-Mail: rob@rkfdseparators.com

Thermaco

646 Greensboro Street
Asheboro, NC 27203-2548
Phone: 336-629-4651
Fax: 336-626-5739
URL: www.big-dipper.com
Contact: Bill Batten
E-Mail: billb@thermaco.com

**** Wade Specification Drainage Products/Wade Hydromax®**

11910 Country Rd. 492
Tyler, TX 75706
Phone: 903-882-5511
Fax: 903-882-2504
URL: www.wadedrains.com
Contact: Jay Stenklyft
E-Mail: jstenklyft@tylerpipe.com
Contact: Craig Akin
E-Mail: cakin@tylerpipe.com

****Watts Water Technologies**

815 Chestnut Street
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**URL: www.watts.com
Contact: Roy Hetzler
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Contact: Bushra Ghaly
E-Mail: bghaly@wattscanada.ca

Zurn Industries, LLC.

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Fax: 814-875-1402
URL: www.zurn.com
Contact: Doug Wroblewski
E-Mail: doug.wroblewski@zurn.com
Contact: Chris Majocka
E-Mail: chris.majocka@zurn.com

Zurn Light Commercial, Div. of Zurn Industries

2640 South Work Street
Falconer, NY 14733
Phone: 716-665-1135
URL: www.zurn.com
Contact:
E-Mail:

****Note New or Updated Information****
Updated March 2011

Licensees

March 2011

***AB Restaurant Equipment LLC**

P.O. Box 388
Morganville, NJ 07751
Phone: 800-488-0513
Fax: 732-970-5898
URL: www.abreq.com
Contact: Adam
E-Mail: adam@abreq.com

Hydro Quip, Inc.

108 Pond Street, Bldg. H
Seekonk, MA 02771
Phone: 508-399-5771
Fax: 508-399-5352
Contact: Paul Desmarais
E-Mail: hqiows@aol.com

AH-U CO., LTD.

3F Hyundai Coral Bldg.
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Seoul, Korea
Phone: 82-2-482-3682
Fax: 82-2-482-3683
URL: www.ah-u.com
Contact: C.J.Kim
E-Mail: cjkim@ah-u.com

***John Boos & Co.**

315 South First St.
Effingham, IL 62401
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Fax: 217-347-7705
URL: www.johnboos.com
Contact: Michael Hamann
E-Mail: michael.hamann@johnboos.com

BK Resources, Inc.

120 Frontage Road
Altamont, IL 62411
Phone: 888-310-4393
Fax: 888-310-4394
URL: www.bk-resources.com
Contact: Michael Hamann
E-Mail:

Klinger's Trading Inc.

3009 Suite B Bankers Industrial Drive
Atlanta, GA 30360
Phone: 770-246-6006
Fax:
Contact: Ray Kil
E-Mail:

Ecologix Environmental Systems, LLC

5100 Old Ellis Point
Suite 200
Roswell, GA 30076
Phone: 888-326-2020
Fax: 678-514-2106
URL: www.ecologixsystems.com
Contact: Eli Gruber
E-Mail: Eli@Ecologixsystems.co,

Korea Seal Technology Co. Ltd.

202-601 Chunui Techno Park
Chunui-dong, Wonmi-gu
Bucheon-si, Gyeonggi-do
South Korea
Phone: 82-32-623-0810,0811,0812
Fax: 82-32-623-0813

**L&J Restaurant Manufacturing
Import Inc.**

94 Bowery
New York, NY 10013
Phone: 866-842-4264
Fax: 212-431-9693
Contact: John Lam
E-Mail:

****Prima Supply LLC/Atlantic Metalworks**

4603 Poplar Level Road
Louisville, KY 40213
Phone: 502-966-4578
Fax: 502-966-5024
Contact: Peter Sieg
E-Mail: peter.sieg@primasupply.com

Reliable Kitchen Equipment Corp.

62 Hope St.
Brooklyn, NY 11211
Phone: 718-599-0880
Fax: 718-599-7981
Contact: Li Han Chen
E-Mail:

Taho Valves Corporation

No. 61 Hsing Kong Road
Shenkang,
Changhua, Taiwan
Phone: 886-4-798-9600
Fax: 886-4-798-9611
Contact: Ho-San Huang
E-Mail: hosan@ tahova.com.tw
Contact: Melody Lin
E-Mail: melody@tahova.com.tw

Town & Country Plastics Inc.

P.O. Box 269
Morganville, NJ 07751
Phone: 732-780-5300
Fax: 732-294-0001
URL: www.tandc.thomasregister.com
Contact: Harold Mermel
E-Mail: teqs1000@aol.com

Triton Metals, Inc.

43979 Airport View Drive
Hollywood, MD 20636
Phone: 301-373-6110
Fax: 301-373-5033
Contact: Mike Poole
E-Mail: MikePool@tritonmetals.com

U-Save Steel Industries

123 Ubi Avenue 4
Tong Xing Complex
Singapore 408 767
Phone: 6841 0185
Fax: 202.861.1783
URL: www.usavetrading.com
Contact: Wesley Goh
E-Mail: wesleyusave@hotmail.com

**** Note New Company Information****

Updated March 2011

New Licensees:

* AB Restaurant Equipment LLC
Grease Interceptors

* John Boos & Co
Grease Interceptors.

G-4 Approval 2010 Minutes

MINUTES
2010 Annual Meeting
General Meeting
Plumbing & Drainage Institute

PLACE: Baker & Hostetler's Office
1050 Connecticut Avenue
Washington, D.C.

DATE: April 13, 2010

MEETING: General Meeting

SCHEDULE: Wednesday April 13, 2010 8:00 AM

Item G-1 Welcome by President

President Jay Stenklyft called the meeting to order at 8:05 AM and welcomed all the members. He then acknowledged something that was said at the Director's meeting the day before; for many year he had come as an educational experience and didn't have much confidence in the progress being made, but Rand has created an institution to attend and participate in and he thanked Rand for heading PDI in the right direction.

Item G-2 Institute Counsel Comment

Lee Simowitz welcomed everyone to the Baker & Hostetler office. He then referred everyone to the antitrust policy behind tab G-2 giving an overview and reminding all to adhere to the policy strictly. If there is any question about a topic to be discussed that is not on the agenda, please call a sidebar with Lee before introducing it to the membership.

Item G-3 Roll Call and Certification of Quorum

Jay Stenklyft thanked everyone for coming and for their participation. The roll was called and the required membership was present for a quorum. The members present were:

Flexial Corporation	Rick Larsen
Jay R. Smith Mg. Co.	Max Weiss
Josam Company	Barry Hodgekins, Brian Tubaugh (voting)
Lowe Engineering/Highland Tank	Chas Tevis
Mifab	Michael Whiteside
Thermaco	Bill Batten
Tyler Pipe Industries, Inc.	Jay Stenklyft
Watts Industries	Roy Hetzler (voting) Bushra Ghaly
Zurn Industries	Doug Wroblewski, Chris Majocka (voting)
Canplas Industries	Andrew Bird joined the meeting at 9:05

Also attending were:

Institute Counsel
Executive Director
Office Manager PDI

Lee Simowitz
Rand Ackroyd
Ellen Greenwood

Item G-4 Approval of Minutes April 2009 meeting

A motion was made and seconded that the minutes from the 2009 minutes be approved, motion carried.

Item G-5 Election of Directors 2010

Rand informed everyone that all the companies that are eligible to have a member on the Board of Directors are represented by one. He then presented the slate of directors and upon a motion made and seconded the following slate was elected directors for the 2010-2011 year:

Steve Chromey
Roy Hetzler
Barry Hodgekins
Jay Stenklyft
Michael Whiteside
Doug Wroblewski

Officers elected at the directors meeting were:

President	Jay Stenklyft
Vice President	Roy Hetzler
Treasurer and Executive Director	Rand Ackroyd
Assistant Treasurer	Jerry McDanal

Item G-6 Review Financial Condition

Rand gave an overview of the audited financial report mentioning that sales were down some for last year, but not as much as anticipated and that we were in the black, which he attributed to education and enforcement. He then offered an opportunity to ask questions.

Item G-7 Water Hammer Arresters

Rand reported that the size F has been designated for re-testing in 2010. Letters will be sent out to companies that need to retest.

There was some discussion about test rigs past and present acknowledging the reliability of the test rig at CSA.

Rand said that there is an updated version of the WH210 available for download from the PDI web site; there are diagram changes but no test procedure changes. The Standard was posted on the web site for a 30 day public comment period so while it is not an ANSI Standard it does qualify as a consensus standard.

There will be a ballot sent out for a proposed change to the Mark License Agreement, not so much a change as a clarification to section 7 that the three year period before retesting is required is to be from the date of the last successful test of a unit, not three years after the initial test.

Rick Larsen left the meeting after the topic of Water Hammer Arresters was finished being discussed.

Item G-8

Grease Interceptors

The letters for retesting were held off until the directors' meeting for and interpretation of the Mark License Agreement. The Mark License Agreement states that no retesting is required sooner than five years after the initial test, a ballot will be going out to change the MLA to clarify that the five years applies to the last successful test not just the initial test.

Letters will be sent out reminding everyone that the 50 GPM unit was designated for re-testing in 2010. The letters will include the model numbers required for the re-test. If there is an error and a licensee does not need to re-test the model(s) specified, the licensee will be asked to contact the PDI office.

Rand brought up the high cost of testing and told the members that the Board of Directors had directed him to contact the lab and ask for a group price for the 50 GPM units if multiple units could be sent at the same time allowing the lab to set up and test them all at once. Any company wanting to take advantage of this potential savings should hold off testing until Rand contacts them with pricing. Some of the companies already have units out for the testing but there are others that are interested.

Max asked about the possibility of a third lab being discussed and Rand clarified that the NSF lab, not an outside lab, had requested to do witness testing in a third party lab. He also said that depending on the response to the pricing request to Chemir he may look into a new lab to move the PDI equipment to.

Rand told the members that there are a few companies not complying with the retest requirements and that letters would be sent out giving them a 30 day response period. If there is no response or the decision is to not re-test then the units will be delisted. If after the delisting process there are no units left that are PDI certified then the company will no longer be a member and must start the process all over again beginning with the Mark

License Agreement and pay all relevant fees if they wish to rejoin at a later date.

Rand noted the importance of the PDI mark and the benefit to the members and the need to protect it.

Rand reviewed the proper use of the Mark as well as “PDI” and the wording “PDI Certified.” When using the PDI Certified mark or words, the licensee must specify which units are certified. If not specified, it is assumed that all units are certified and if they are not that is wrongful use of the Mark. The MLA is clear that any misrepresentation is a violation including the words as well as the logo.

Max brought up a phrasing used by other non-PDI affiliated companies that could be questioned but Rand noted that the issue we were discussing was with members and/or Licensees.

For non-PDI affiliated companies, Lee noted that there are other avenues we could pursue for that issue, such as deceptive advertising claims under the Lanham Act.

Rand noted that if anyone brings to the attention of PDI any misleading or deceptive advertising they encounter, PDI will follow up and involve Lee and take appropriate action.

The Standard PDI G-101 was also posted on the web for a 30-day public comment period, there were a few informal comments integrated with no performance changes and it is now posted on the web site and available for download.

Item G-9

Developments in Plumbing Codes and Standards

As code hearings and actions have taken place Rand has forwarded the information to the Members. Rand has attended all the code hearings. He goes through existing Codes and makes recommendation for revisions that he sends out to the board for approval to submit as representing PDI, and then it goes out to the general membership.

The topic of allowing food waste into gravity grease interceptors repeatedly comes up. Rand asked the Members if they could find examples to back up his reasoning for not allowing it. Some discussion followed concerning solids interceptors and gravity interceptors.

ASME Standards will be discussed in the Engineers meeting.

Jay addressed the issue of the company that was scheduled for a presentation on bacteria additives but canceled. The company cancelled

saying that the people that could answer the technical detailed questions were not available.

Max asked what the purpose of the presentation was and Rand answered that it was not told to him but they were probably hoping PDI would eventually agree that some bacterial products do work.

Max wants to be on record that he feels that sales presentations are not appropriate and should be avoided in the future, and that PDI is not the appropriate forum or activity.

Rand clarified that PDI did not solicit them, they approached PDI. Rand also made it clear to them that it would need to be a technical presentation and not a sales presentation. The technical information was to be reviewed by Rand before a presentation would be allowed.

Item G-10

Web Site Statistics

Rand highlighted some of the changes to the web site over the past two years and the year-to-date web site statistics were reviewed. People are visiting the web site and checking approved units list, and each company should therefore visit the PDI site and check for accuracy. If the unit is not listed on the web site then it is not PDI Certified. Michael noted that the staffs' use and updating of the web site has been of value to the PDI members.

Rand noted that the webinars on the PDI web site are being used for education and that he hopes to get them on CD. PowerPoint Presentations and are generally customized for the group he is presenting to. They are not scripted and therefore not available for general distribution.

Item G-11

New Business

Max stated that the pretreat coordinators forum is on the internet, and that it needs membership. He invited everybody to get on and view.

Jay noted that in the Directors' meeting it was noted that the pretreaters were an audience PDI needed to address and PDI should be willing to expend some resources to do so. First, he said, PDI needs to locate trade publications that target pretreaters. Max suggested Water Digest, Pollution Engineering and Cities & Counties. Rand will contact and ask for a media kit. Second, he'd like to find where and when they meet. Chas suggested trying to get a speaking spot at WEF Tech. Bill stated it would be a waste of money to show at WEF Tech but if a PDI representative could speak it would have enormous value. He warned it may not be easy and could take a year or two to get to speak. Rand will begin to make contact. Chas mentioned there more opportunities on a local level; for example NJ has a meeting in Atlantic City.

Jay noted that there are resources at our disposal that were not available in the past and we are interested in input as to the most effective market; all are encouraged to contact Rand with suggestions.

A proxy form to allow a company to designate a substitute for a director to vote at meetings has been developed.

Rand told the members that at the Directors' meeting it was decided to investigate the use of the web site to add a page for Members' access only where correspondence that has been sent out will be available and also an electronic version of the annual meeting binder will be posted before the meetings. We will also investigate the use of the web site to create a page for the Directors' access only.

Max introduced the subject of the organization of the meetings and there was discussion concerning how they were conducted in past years, looking for cost and time reductions. It was decided that the meetings would continue to be held on two days and not simultaneously on one day. A one day meeting would create a problem for some of the members who attend all three meetings as they would not be able to be at two meetings at the same time so either they would miss information or another person would have to attend creating a larger expense.

There was discussion concerning the hotel and meal cost, Rand will see if being flexible with the date will reduce the room rate charge.

Rand mentioned that with Billy Smith not in attendance that a chairman for the engineers meeting was needed. Max Weiss volunteered to be Chairman and a motion was made, seconded and carried that Max be the Chairman for the Engineers meeting.

Item G-12

Future Meetings

The date of the 2011 Annual Meeting will be tentatively in April, or the first week of May to be determined around Cherry Blossom time, Lee's availability and peak season at the hotel. *Note: Since the meeting a final date has been selected and a contract signed with the hotel for April 25th & 26th*

A motion was made, seconded, and carried that the meeting be adjourned; President Jay Stenklyft adjourned the meeting at 9:55 AM.

Rand Ackroyd
Executive Director

G-5 Election of Directors

DIRECTORS

CURRENT 2010-2011

2011-2012

Steve Chromey	
Roy Hetzler	
Barry Hodgekins	
Jay Stenklyft	
Michael Whiteside	
Doug Wroblewski	

OFFICERS

POSITION	CURRENT 2010-2011	2011-2012
President	Jay Stenklyft Wade Specification Drainage Products/Wade Hydromax®	
Vice President	Roy Hetzler Watts	
Treasurer & Executive Director	Rand Ackroyd	
Assistant Treasurer	Jerry McDanal Jay R. Smith Mfg. Co.	

G-6 Financial Review

PLUMBING AND DRAINAGE INSTITUTE

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2010

PLUMBING AND DRAINAGE INSTITUTE

DECEMBER 31, 2010

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TEL.# (508) 230-3600 • FAX # (508) 230-3633

Independent Auditor's Report

Board of Directors
Plumbing and Drainage Institute
North Andover, Massachusetts

We have audited the accompanying statements of financial position of Plumbing and Drainage Institute as of December 31, 2010 and 2009, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Institute's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Plumbing and Drainage Institute as of December 31, 2010 and 2009, and the results of its activities and its cash flows for the years then ended in conformity with generally accepted accounting principles.

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information presented on page 6 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Richard B. Donahue

Richard B. Donahue, CPA, P.C.
February 8, 2011

PLUMBING AND DRAINAGE INSTITUTE
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31

	<u>2010</u>	<u>2009</u>
ASSETS		
Cash	\$165,650	\$ 94,690
Certificates of deposit	272,986	270,697
Accounts receivable	34,135	30,853
Inventories	11,666	14,664
Property and equipment, net	—	—
TOTAL ASSETS	<u>\$484,437</u>	<u>\$410,904</u>
LIABILITIES		
Accounts payable	\$ 2,043	\$ 2,534
TOTAL LIABILITIES	2,043	2,534
NET ASSETS, UNRESTRICTED	<u>482,394</u>	<u>408,370</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$484,437</u>	<u>\$410,904</u>

See Accompanying Notes and Accountants Report

PLUMBING AND DRAINAGE INSTITUTE
STATEMENTS OF ACTIVITIES
YEARS ENDED DECEMBER 31

	<u>2010</u>	<u>2009</u>
CHANGES IN UNRESTRICTED NET ASSETS		
REVENUES		
Sales	\$277,957	\$205,522
Interest	2,288	6,086
Other income	<u>3,750</u>	<u>2,750</u>
TOTAL UNRESTRICTED REVENUES	<u>283,995</u>	<u>214,358</u>
EXPENSES		
Program services	184,336	179,201
General and administrative	<u>25,635</u>	<u>25,838</u>
TOTAL EXPENSES	<u>209,971</u>	<u>205,039</u>
INCREASE IN UNRESTRICTED NET ASSETS	74,024	9,319
UNRESTRICTED NET ASSETS, BEGINNING OF YEAR	<u>408,370</u>	<u>399,051</u>
UNRESTRICTED NET ASSETS, END OF YEAR	<u>\$482,394</u>	<u>\$408,370</u>

See Accompanying Notes and Accountants Report

PLUMBING AND DRAINAGE INSTITUTE
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31

	<u>2010</u>	<u>2009</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 74,024	\$ 9,319
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	--	2,517
Increase in accounts receivable	(3,282)	(9,945)
Decrease in inventories	2,998	1,332
(Increase) decrease in accounts payable	(491)	2,534
Net Cash Provided By Operating Activities	<u>73,249</u>	<u>5,757</u>
NET INCREASE IN CASH	73,249	5,757
Cash and Cash Equivalents at Beginning of Year	<u>365,387</u>	<u>359,630</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$438,636</u>	<u>\$365,387</u>

See Accompanying Notes and Accountants Report

PLUMBING AND DRAINAGE INSTITUTE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2010

NOTE 1 - NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION - Plumbing and Drainage Institute is a not for profit organization, formed under Section 501(c)(6) of the Internal Revenue Code. The Institute is an association of manufacturers of plumbing and drainage equipment. The Institute owns test equipment for certification testing of water hammer arrester and grease trap interceptors to P.D.I. Standards. Income is derived from dues from members, fees charged for the use of the test equipment and from the sale of seals and plates for certification of water hammer arresters and grease interceptors respectively.

METHOD OF ACCOUNTING - The Institute prepares its financial statements on the accrual method of accounting. Revenue is recognized when earned and expenses when incurred.

INVENTORIES - Inventories consist of water hammer and grease interceptor seals and plates and are valued at cost.

USE OF ESTIMATES - Management has made certain estimates and assumptions in the preparation of these financial statements. Accordingly, actual results could differ from these estimates.

PROPERTY AND EQUIPMENT - Property and equipment are recorded at cost. Maintenance and repairs are charged against earnings as incurred. Depreciation is computed using primarily the straight line method over the estimated useful lives of the assets which range from 5-7 years. At December 31, 2010 and 2009, the components of property and equipment were as follows:

	2010	2009
Property and equipment	\$66,490	\$66,490
Accumulated depreciation	66,490	66,490
	\$ -0-	\$ -0-

DUES REVENUES – The Board of Directors decides annually whether to charge its members annual dues. Dues were not assessed in 2010 or 2009.

CREDIT RISK - The Organization maintains cash in demand deposit accounts with federally insured banks. At times, the balances in the accounts may be in excess of federally insured limits.

CASH AND CASH EQUIVALENTS - Cash and cash equivalents consist of cash in checking and money market accounts and certificates of deposit with original maturities less than six months.

ADVERTISING – The Organization incurred advertising expenses of \$1,847 in 2010 and \$11,460 in 2009.

NOTE 2- INCOME TAXES - The Institute received not for profit status from the Internal Revenue Service in March 1996.

The Institute, as a result of its not for profit status is not required to pay federal and state income taxes on any income received for exempt purposes.

FAIR VALUE OF INSTRUMENTS – The Organization’s financial instruments are cash and cash equivalents, short-term investments, accounts receivable, accounts payable. The recorded values of cash and cash equivalents, short-term investments, accounts receivable, and accounts payable approximate their fair values based on their short-term nature.

PLUMBING AND DRAINAGE INSTITUTE
SCHEDULE OF EXPENSES
YEARS ENDED DECEMBER 31

	<u>2010</u>	<u>2009</u>
Consulting fees	\$ 97,704	\$ 97,704
Purchases, seals and plates	50,826	38,205
Legal	17,500	16,878
Audit and accounting	2,375	2,375
Rent	7,800	7,800
Depreciation	--	2,517
Advertising	1,847	11,460
Meetings, travel and shows	22,018	18,405
Maintenance and testing	1,293	1,245
Insurance	1,420	1,420
Office supplies and expenses	617	428
Telephone	1,423	1,440
Postage	315	327
Other expenses	<u>4,833</u>	<u>4,835</u>
	<u>\$ 209,971</u>	<u>\$ 205,039</u>

G-7 Water Hammer Arresters

SUBJECT: Water Hammer Arrester Annual Visual Inspection and
Physical Testing for 2011

Dear,

In accordance with the Certification Mark License Agreement, please prepare and send to the address listed below the following items:

1. Two water hammer arresters as manufactured by your company and designated as PDI size "AA". One unit will be cut in half for visual inspection and conformance to your drawing. The second unit will be used for the performance tests as outlined in the test procedures in PDI WH201.
2. One set of complete detail and assembly drawings used in your manufacture of the water hammer arrester.
3. One of the two size "AA" units need not be pressure charged for inspection. If it is charged, please attach a tag to the unit describing the recommended procedure for relieving the charge before it is cut in half.

Ship the units prepaid to: Mr. Thomas Valente
CSA International
8501 East Pleasant Road
Cleveland, Ohio 44131
Phone: 216-524-4990 ext.8097
Thomas.Valente@csa-international.org

Upon completion of the inspection and test you will receive the PDI Test Certificate and a copy of your test data from CSA International.

If you have any questions, please let me know.

Sincerely,
Rand Ackroyd
Executive Director

From: rackroyd@comcast.net [mailto:rackroyd@comcast.net]
Sent: Friday, April 08, 2011 12:07 PM
To: pdi@pdionline.org
Subject: Fw: Water hammer testing Fee 2011

-----Original Message-----

From: Matt Tomsic
To: Rand Ackroyd
Cc: Thomas Valente
Subject: RE: Water hammer testing Fee 2011
Sent: Apr 8, 2011 11:28 AM

Hi Rand,

Here is the pricing scheme that we have been quoting customers this year.

Current Pricing:
Testing and (3) Reports/ All 3 Agencies, Cost per Size is \$3274 USD.
Testing and (2) Reports/ 2 Agencies, Cost per Size is \$2724 USD.
Testing and (1) Report/ 1 Agency, Cost per Size is \$2224 USD.
(PDI, IAPMO and ASSE)

Tom usually handles most of the projects that come in for Water Hammer Arresters. If you need anything else, please let us know.

Sincerely,
Matt

-----Original Message-----

From: Rand Ackroyd [mailto:randackroyd@comcast.net]
Sent: Thursday, April 07, 2011 10:28 PM
To: Matt Tomsic
Cc: pdi@pdionline.org
Subject: Water hammer testing Fee 2011

Hi Matt,

Can you please provide the testing fees for water hammer arresters for 2011. I would like to provide the information to the PDI members at the Annual meeting later this month.

Best wishes
Rand Ackroyd

G-8 Grease Interceptors

SUBJECT: Grease Interceptor Testing for 2011

Dear

For 2011 the 75 GPM size unit was designated for re-testing. Our records indicate you have a PDI Certification for: model _____. In accordance with the current certification Mark License Agreement, prior to December 31, 2011, please do the following:

1. Send PDI your check for \$250.00 per unit tested to cover test equipment rental.
2. Ship the unit, prepaid, to: Chemir Testing Laboratories, Inc.
2672 Metro Boulevard
Maryland Heights, MO 63043
Phone: (800) 467-5227
Fax: (314) 291-6630
3. Include a complete set of detail and assembly drawings.
4. Send your purchase order to Chemir to cover the cost of re-testing.
5. Include packing and shipping instructions for the return of the test unit drawings. Test data and a copy of the PDI certificate will be retained in the laboratory's file.

Upon completion of the inspection and test you will receive a PDI Certificate and a copy of your test data from the lab.

Sincerely,



Rand Ackroyd
Executive Director
Plumbing & Drainage Institute

From: Rand Ackroyd [mailto:rackroyd@comcast.net]
Sent: Thursday, April 07, 2011 10:21 PM
To: 'Plumbing & Drainage Institute'
Subject: For Annual meeting PDI lab quote letter (LHS edits)

From: Ila Sharma [mailto:isharma@chemir.com]
Sent: Friday, January 21, 2011 10:12 AM

Cc: 'Plumbing & Drainage Institute'
Subject: RE: 100419 PDI lab quote letter (LHS edits)

Rand:

Greetings in the New Year! Yes, as indicated, pricing is still 2009 pricing only for clients that regularly submit traps to Chemir – if this is a one time event – then 2011 pricing will apply.

Kindest regards:

ila.

Chemir Analytical Services

Scientific Solutions...with Passion and Purpose!

isharma@chemir.com

Ila Sharma
Director, Technical Services

Our Address: 2672 Metro Blvd. Maryland Heights, MO 63043

(800) 659-7659 OR (314) 291-6620
(314) 291-6630-Fax

- For the PDI G-101 CURRENT STANDARD ONLY:
- We will keep 2009 pricing for all traps (\$8,950.00 per trap)

CONSTRUCTION OF TEST EQUIPMENT

3.1 Test Sinks

The sink used in the tests for 4 GPM/50 GPM sizes shall have the following inside dimensions: eight (8) feet (2.43m) in length; two (2) feet (0.60m) in width; twelve and one-half (12 ½) inches (0.32m) in depth and shall be divided into two (2) equal length compartments. Multiple 50 GPM sinks or a single 100gpm sink are allowed for flows above 50GPM. The An individual sink for 75 GPM/100 GPM size shall have the following dimensions: one hundred twenty eight (128) inches (3.2m) in length; thirty six (36) inches (0.91m) in width; twelve and one-half (12 ½) inches (0.32m) in depth and shall be divided into two (2) equal compartments. The sink shall be constructed of stainless steel sheet metal. The sink shall have steel angle rim, reinforcement, and legs. The legs shall be of proper length so that the rim of the sink will be three (3) feet (0.91m) above the floor. The sink legs shall be braced with steel angles or flat bars.

3.1.1 Sink Waste Connections

Each sink compartment for the 4 GPM/50 GPM size is to be fitted with a one and one-half (1½) inch (38mm) standard sink waste connection and the 75 GPM/100 GPM size shall be two (2) inch (50mm), with flange, threaded or slip joint tailpiece and locknut. The waste connections are to be located on opposite sides of the center partition in the corner formed by the side of the sink and the center partition.

3.1.2 Water Level Gauges

Each compartment shall be equipped with a gauge connection and a water level gauge with gauge glass. Each gauge connection shall be fitted into the bottom of a sink compartment and in close proximity to the waste outlet. Each gauge shall be mounted on the outside of the sink, adjacent to its respective gauge connection, and shall extend diagonally upward from the bottom center to the top outside corners. These gauges shall be calibrated to read directly the number of inches of water in the sink compartments above the sink waste flange.

3.1.3 Movable Sink Partitions

Each compartment of the sink shall be fitted with a movable partition, making it possible to regulate the size of the compartment to any desired capacity.

3.2 Skimming Tank

The skimming tank is to be rectangular in shape, open at the top and equipped with a stationary baffle located approximately four (4) feet (1.21m) from the end of the tank receiving the discharge from the interceptor. This baffle shall extend the width of the tank and to within four (4) inches (100mm) of the bottom of the tank. The purpose of this baffle is to limit the heavy spread of grease to one end of the tank and to control to a degree the turbulent water currents created by the flow from the interceptor. The dimensions of the tank shall be approximately twelve (12) feet (3.65m) in length, thirty six (36) inches (0.91m) in width, and twenty eight (28) inches (0.71m) minimum in depth. The tank shall be constructed of stainless steel sheet metal with steel angle rim and reinforcement. The waste outlet from the tank is to be four (4) inches (100mm) in diameter, connected to the bottom of the tank at one end and trapped to retain approximately eighteen (18) inches (0.45m) of water in the tank. The tank is also provided with a four (4) inch (100mm) bottom drain to permit draining and cleaning.

5 Standard PDI-G101- Testing and Rating Procedure for Grease Interceptors

SKIMMING PROCEDURE

The skimming procedure is to be initiated approximately five (5) minutes after the increment to be skimmed has discharged into the tank. A sheet metal hand baffle, slightly shorter than the width of the skimming tank and approximately one (1) foot (0.30m) in width is employed to push all surfaced grease to one corner of the tank from which the layer of grease is readily skimmed by means of a rectangular pan. The mixture of water and grease thus removed is placed in a ~~pail equipped~~ separatory funnel with a drainage spigot. All grease is squeegeed from the baffle and pan. This process is continued until most of the visible grease has been removed from the surface of the water in the skim tank.

- 6.1 At this point, while the hand baffle previously used is allowed to cool, a second hand baffle is employed in the following manner. The first inch (25mm) of the baffle plate is immersed at one end of the skimming tank and the baffle moved toward the opposite end, as before, to concentrate the thin film of surfaced grease. The baffle is moved slow enough to prevent turbulence from drawing the accumulating grease below the baffle, and fast enough so that minimum grease will pass through the clearance space between the baffle and the tank walls. Upon reaching a point about two (2) inches (50mm) from the end of the tank, the baffle motion is slowed and, at the same time, the baffle is lowered to bring the cooler surface in contact with the trapped grease. These motions are so regulated as to have the baffle submerged to within an inch (25mm) of its top by the time it reaches the end of the last two (2) inches (50mm) of horizontal travel. The baffle is then removed from the water and moved grease side up, to the pail where the adhering grease is squeegeed off and added to the previous contents. By now, the first baffle has cooled, and the above procedure is repeated using it. The baffles are used alternately until the amount of grease collected is negligible.

- 6.2 Upon completion of the above skimming procedures, the water is drained from the ~~bottom of the pail~~ separatory funnel by means of the spigot. When additional de-watering is deemed necessary the grease will be ~~The pail is then placed over a gas flame and its contents heated and placed in the separatory funnel again. until the residual water is brought to boiling temperature; that is, until bubbles of steam rise through the molten grease. The mixture is then poured from the pail, and the pail is squeegeed out into one or more pre-weighed cans. The grease will be allowed to cool and weighted. If additional de-watering is necessary following steps can be employed.~~
 - 6.2.1 ~~These cans are placed in a deep freeze unit or other suitable cool location and~~ The grease is permitted to solidify. The solidified contents are then scraped and kneaded with a small putty knife and the water thus worked from the mixture is poured off. If the quantity of water thus removed is greater than several drops, the heating and solidification process is repeated. When only a few drops of water are removed in this manner, the mixture is assumed to be completely dewatered and weights are taken for computation purposes.

 - 6.2.2 Weighing is done on a gram balance and weights are taken to the nearest one-half (½) gram (0.0011 lb.). Tare weights of the pre-weighed cans are subtracted from the total weight and the correct weight entered as data.

10 Standard PDI-G101- Testing and Rating Procedure for Grease Interceptors

7.1 Test Media

Certification tests shall be conducted with fresh, unused Swift & Company Prime Steam Lard or equal and water, both within a temperature range of from one hundred-fifty (150) to one hundred-sixty (160) degrees Fahrenheit (65.5° to 71°C).

7.2 Ratio of Lard to Water

~~Both~~ All compartments of the test sink shall be supplied with the required volume of water (Sec. 5.2 and 5.3) at the temperature stipulated in 7.1. The test lard shall be introduced into one compartment of each sink, during each incremental discharge, in the ratio of one (1) pound (0.45kg) of lard for each five (5) gallons (19L) of water in that compartment. Consequently, the proportion of lard to the total amount of water discharged from all ~~both~~ sink compartments during each increment will be one (1) pound (0.45kg) for each ten (10) gallons (39L). The required amount of test lard, within the above temperature range, shall be weighed out and poured into the test compartment of the sink.

7.3 Test Increments

Each test increment shall consist of the simultaneous discharge of the water from ~~both~~ all sink compartments and the lard from the test compartment.

7.3.1 During the first test increment the lard shall be poured into the No.1 compartment (that compartment having its discharge outlet closest to the interceptor, measured along the waste pipe) and the No. 2 compartment shall discharge clear water. During the second test increment the lard shall be poured into the No. 2 compartment while the water in No.1 compartment remains clear. This procedure of introducing the lard into alternate sink compartments shall be continued throughout the test. When multiple sinks are used, there are multiple No.1 compartments and multiple No. 2 compartments. The lard shall always be introduced in the sink compartments at the ratio specified in section 3.4.1

7.4 Flow Rates

The drainage period for each increment is to be gauged and timed on the basis of the flow from the compartment containing the clear water. The flow rate from the sink is to be computed and recorded for each increment.

7.5 Efficiency Determinations

At the option of the manufacture the efficiency determination shall be conducted at either the interceptors Rated Grease Capacity per table 1 with a twelve and one-half (12.5) percent safety factor or at the interceptors Maximum Grease Capacity by determining the break down point.

~~7.5~~ **7.6 Efficiency Determinations (Maximum Grease Capacity)**

The grease shall be removed from the skimming tank and the efficiency of the interceptor shall be computed at intervals of five (5) increments or less until the average efficiency reaches approximately ninety-three (93) percent and/or the incremental efficiency reaches approximately eighty-five (85) percent. After this point has been reached, efficiency checks shall be made after each incremental discharge. The formula for determining the above efficiency shall be as follows:

$$\text{Efficiency} = \frac{\text{Grease Added} - \text{Grease Skimmed}}{\text{Grease added}}$$

~~7.6~~ **7.6.1 Duration of the Test**

The above test procedure is to be continued ~~at the manufacturers option until either the retained grease exceeds the capacity in Table 1 by twelve and one half (12.5) percent, or~~ until the average efficiency

12 Standard PDI-G101- Testing and Rating Procedure for Grease Interceptors

reaches eighty-five (85) percent or less, and/or the incremental efficiency reaches seventy-five (75) percent or less.

7.7 7.6.2 Determination of Test Breakdown Point

The test failure, or breakdown point of the interceptor, shall be established at the increment preceding two (2) successive increments in which either the average efficiency is less than ninety (90) percent or the incremental efficiency is less than eighty (80) percent. The formula for determining the above efficiency shall be as follows:

$$\text{Efficiency} = \frac{\text{Grease Added} - \text{Grease Skimmed}}{\text{Grease added}}$$

7.7 Efficiency Determinations (Rated Grease Capacity)

The grease shall be removed from the skimming tank and the efficiency of the interceptor shall be computed at the (13) thirteenth increments. This provides at least a twelve and one-half (12.5) percent safety factor on the ratio of the rated grease retention capacity to flow rate, as indicated in the following Table 1.

The formula for determining the above efficiency shall be as follows:

$$\text{Efficiency} = \frac{\text{Grease Added} - \text{Grease Skimmed}}{\text{Grease added}}$$

7.8 Requirements for Certification and Factor of Safety

To receive certification in accordance with the Plumbing and Drainage Institute Standard Testing Procedure for Grease Interceptors, the interceptor shall conform with or exceed the following requirements:

- a) Have an average efficiency of ninety (90) percent or more (See Section 7.6. or 7.7) at the rated grease retention capacity to flow rate, as indicated in Table 1
- b) Have an incremental efficiency of eighty (80) percent or more. (See Section 7.6.2)
- c) Have a minimum grease capacity per Table 1, having retained not less than two and one-quarter (2¼) pounds (1 kg) of grease for each one (1) gallon per minute (GPM) (3.8 L/min) average flow rate as determined during the test. Retained grease is total grease added less total grease skimmed. (This provides at least a twelve and one-half (12.5) percent safety factor on the ratio of the rated grease retention capacity to flow rate, as indicated in the following Table 1.)

7.9 Certification Capacities

Standard certification flow rate and grease retention capacities for grease interceptors tested in accordance with the above procedure shall conform to the following:

TABLE 1

PDI Size Symbol	4	7	10	15	20	25	35	50	75	100
Flow Rate GPM	4	7	10	15	20	25	35	50	75	100
L/min	15	26	38	57	77	95	132	191	230	378
Grease Capacity										
Pounds	8	14	20	30	40	50	70	100	150	200
Kg	3.6	6.4	9.1	13.8	18.2	22.7	31.8	45.4	68	90.8

13 Standard PDI-G101- Testing and Rating Procedure for Grease Interceptors

Note: When testing interceptors in excess of 100GPM the PDI size shall be the Rated flow and the grease capacity shall be twice the flow rate in pounds of grease.

7.10 Interceptors exceeding ~~100~~ 50GPM

Testing shall be in accordance with section 7, with the following modifications to allow for the large flow rates:

- A) For flows of 75 to 100 GPM either a single 100 GPM sink or two 50GPM sinks in parallel.
- B) Additional sinks as specified in section 3.1 shall be added as required to meet the flow capacity of the interceptor being tested.

~~The~~ For flows above 100 GPM skimming tank, section 3.2 shall be enlarged volumetrically equal to the added sink dimensions, maintaining the same dimensional aspects currently describing the skim tank.

A2. Maintenance

A2.1 General Considerations

To obtain optimum operating efficiency of a properly sized and installed PDI certified grease interceptor, a regular schedule of maintenance shall be adhered to. All PDI certified grease interceptors are furnished with manufacturer's operating and maintenance instructions, which shall be followed to insure efficient satisfactory operation.

A2.2 Cleaning

All grease interceptors must be cleaned regularly. The frequency of grease removal is dependent upon the capacity of the interceptor and the quantity of grease in the waste water. Grease removal intervals may therefore vary from once a week to once in several weeks. When the grease removal interval has been determined for a specific installation, regular cleaning at that interval is necessary to maintain the rated efficiency of the interceptor. During cleaning the grease interceptor shall be completely evacuated to remove both accumulated grease and waste material (solids) from the bottom. After the accumulated grease and waste material has been removed, the interceptor should be thoroughly checked to make certain that inlet, outlet and air relief ports are clear of obstructions.

A2.3 Disposition of Intercepted Materials

Grease and other waste matter that has been removed from the interceptor should not be introduced into any drain, sewer, or natural body of water. This waste matter should be placed in proper containers for disposal. Where recovery of grease is desired, it can be handled in a manner suitable to the authorities.

G-9 Codes and Standards

2012/2013 ICC CODE DEVELOPMENT SCHEDULE

STEP IN CODE DEVELOPMENT CYCLE	DATE	
	2012 – Group A Codes IBC, IFGC, IMC, IPC, IPSDC	2013 – Group B Codes Admin, IEBC, IECC, IFC, IGCC, IPerfC, IPoolC, IPMC, IRC, IWUIC, IZC
2012 EDITION OF I-CODES PUBLISHED	April 30, 2011	
DEADLINE FOR RECEIPT OF APPLICATIONS FOR ALL CODE COMMITTEES	June 1, 2011	
DEADLINE FOR RECEIPT OF CODE CHANGE PROPOSALS	January 3, 2012	January 3, 2013
WEB POSTING OF "PROPOSED CHANGES TO THE I-CODES"	March 12, 2012	March 11, 2013
DISTRIBUTION DATE OF "PROPOSED CHANGES TO THE I-CODES" (CD only)	April 2, 2012	April 1, 2013
CODE DEVELOPMENT HEARING (CDH)	April 29 – May 6, 2012 Sheraton Dallas Hotel Dallas, TX	April 21 – 28, 2013 Sheraton Dallas Hotel Dallas, TX
WEB POSTING OF "REPORT OF THE PUBLIC HEARING"	June 8, 2012	June 7, 2013
DISTRIBUTION DATE OF "REPORT OF THE PUBLIC HEARING" (CD only)	June 29, 2012	June 28, 2013
DEADLINE FOR RECEIPT OF PUBLIC COMMENTS	August 1, 2012	August 1, 2013 (tentative)
WEB POSTING OF PUBLIC COMMENTS "FINAL ACTION AGENDA"	September 10, 2012	September 9, 2013 (tentative)
DISTRIBUTION DATE OF PUBLIC COMMENTS "FINAL ACTION AGENDA" (CD only)	October 1, 2012	September 30, 2013 (tentative)
FINAL ACTION HEARING (FAH)	October 24 – 28, 2012 Oregon Convention Center Portland, OR	Late Oct/Early Nov, 2013 Hotel TBD Location TBD
ANNUAL CONFERENCES	October 21 – 24, 2012 Oregon Convention Center Portland, OR	Late Oct/Early Nov, 2013 Hotel TBD Location TBD

Notes:

- The International Green Construction Code (IGCC) and International Swimming Pool Code (IPoolC) to undergo a full cycle of code development in 2011 resulting in 2012 editions published in March/2012
- Group B "Admin" includes code change proposals submitted to Chapter 1 of all the I-Codes except the IRC and the administrative update of referenced standards in the 2012 I-Codes
- Start 2015/2016 Code Development Cycle with Group A code change proposals due January 5, 2015



NATIONAL STANDARD PLUMBING CODE

THREE-YEAR CYCLE

(Tentative Dates—Subject to Change)

2009

February Publish 2009 NSPC Non-Illustrated and 2009 NSPC Illustrated

Oct. 22 Cut-Off Date for Proposed Changes

Dec. 11-12 NSPC Committee Meeting (Va.)

2012

January Publish 2012 NSPC Non-Illustrated and 2012 NSPC Illustrated

Sept. TBD Cut-Off Date for Proposed Changes

Dec. TBD NSPC Committee Meeting (Va.)

2010

Jan. 30 Publish Proposed Changes for Public Review

March 24-25 Committee Meeting and Public Hearing (AC, NJ)

June Publish Supplement to 2009 NSPC

Nov. 25 Cut-Off Date for Proposed Changes

2013

Jan. TBD Publish Proposed Changes for Public Review

March TBD Committee Meeting and Public Hearing (AC, NJ)

June Publish Supplement to 2012 NSPC

Nov. TBD Cut-Off Date for Proposed Changes

2011

Jan. 7-8 NSPC Committee Meeting (Va.)

March 15 Publish Proposed Changes for Public Review

June 8-9 Committee Meeting and Public Hearing (AC, NJ)

2014

January NSPC Committee Meeting (Va.)

March TBD Publish Proposed Changes for Public Review

June TBD Committee Meeting and Public Hearing (AC, NJ)

2015

January Publish 2015 NSPC Non-Illustrated and 2015 NSPC Illustrated

Sept. TBD Cut-Off Date for Proposed Changes

Dec. TBD NSPC Committee Meeting (Va.)

2016

Jan. TBD Publish Proposed Changes for Public Review

March TBD Committee Meeting and Public Hearing (AC, NJ)

June Publish Supplement to 2015 NSPC

Nov. TBD Cut-Off Date for Proposed Changes

2017

January NSPC Committee Meeting (Va.)

March TBD Publish Proposed Changes for Public Review

June TBD Committee Meeting and Public Hearing (AC, NJ)

JANUARY 2018
Publish 2018 NSPC Non-Illustrated and 2018 NSPC Illustrated

180 S. Washington St., P.O. Box 6808, Falls Church, VA 22046
1-800-533-7694, Fax: 703-237-7442, e-mail: naphcc@naphcc.org, URL: <http://www.phccweb.org>

[IAPMO](#) > UPC/UMC Code Development Timeline

UPC/UMC Code Development Timeline

UPC and UMC Code Development Timeline for 2012 Code Cycle

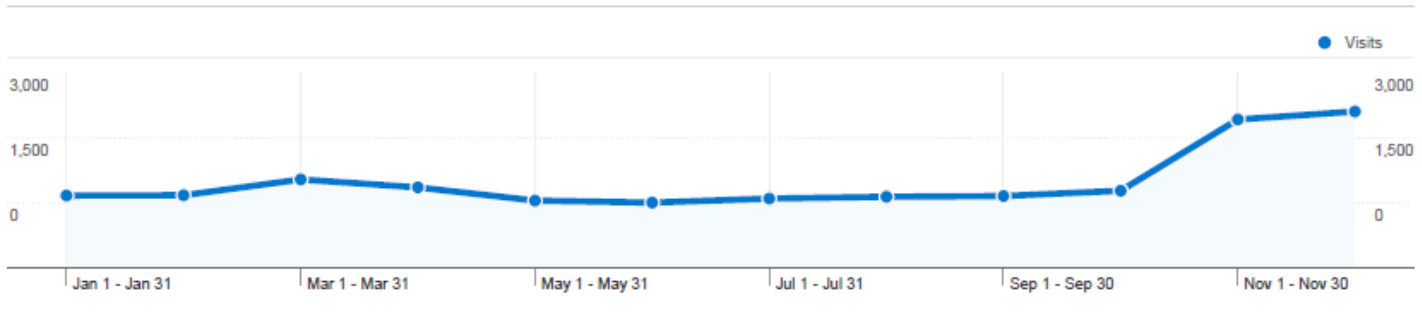
May 4-8, 2009	Technical Committee Meetings
September 28 - October 1, 2009	IAPMO Annual Education and Business Conference
October 12, 2009	Call for Proposals
February 1, 2010	Deadline for submission of proposals
March 29, 2010	Distribute proposals to committees
April 26-30, 2010	Technical Committee meetings
May 5, 2010	Initial ballot to Technical Committee
May 28, 2010	Receipt of initial ballots, Circulation of comments
June 11, 2010	Final closing date for ballots, including receipt of vote changes based on re-circulated comments
August 2, 2010	Distribution of Report on Proposals (ROP)
September 27-30, 2010	IAPMO Annual Education and Business Conference, Assembly Consideration Session
October 4, 2010	Call for Comments
January 31, 2011	Deadline for submission of comments
March 25, 2011	Distribute comments to committees
May 2-6, 2011	Technical Committee meetings
	Initial ballots to Technical Committees

May 23, 2011	
June 20, 2011	Receipt of initial ballots, Circulation of comments
June 27, 2011	Final closing date for ballots, including receipt of vote changes based on re-circulated comments
August 22, 2011	Distribution of Report on Comments (ROC)
TBD	IAPMO Annual Education and Business Conference, Technical Meeting Convention
October 7, 2011	Ballot of Technical Committees on membership amendments from floor; two-thirds vote of approval required from the Technical Committee
October 17, 2011	Receipt of initial ballots, Re-circulate comments to Technical Committee members
October 28, 2011	Final closing date of ballots and receipt of vote changes based on re-circulated comments
November 9-11, 2011	Standards Council Meeting
December 9, 2011	Deadline for notification of intent to file written petition to the Board of Directors
January 16, 2012	Board of Directors meet to address petitions

G-10 Web Site Statistics

Web Statistics for January 1, 2010 through December 31, 2010

Visits graphed by month



 **16,152** Visits

 **49,575** Pageviews

Page

Pageviews

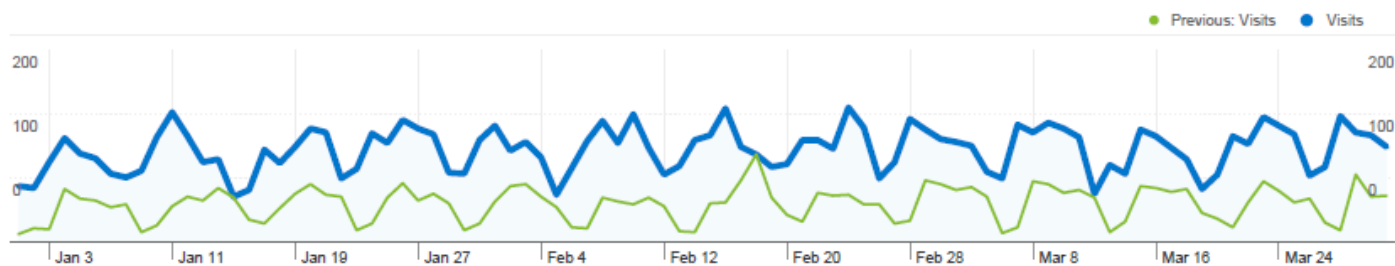
Home Page	16,455
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Certified grease interceptors.htm	4,536
drainageproducts.htm	4,030
members.htm	2,193
about.htm	2,042
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track-Article-Basic-Principles-for-sizing-Grease-Interceptors.pdf.htm	453
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track*-PDI-G101-.pdf.htm	443
track*-PDI-WH-201-.pdf.htm	416
track*-Model-Grease-Ordinance-PDI.doc.htm	279
Fog disposal systems.htm	277
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Floor supports.htm	235
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track*-MINIMUM-SPACE-REQUIREMENTS-2009-update.pdf.htm	206
Sanitary floor sinks.htm	189
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track*-Standard-PDI-G102.pdf.htm	123
track*-CODE-GUIDE-302-and-Glossary-of-Industry-Terms1-060908.pdf.htm	117
track*-Poster-1-Capture-kitchen-Grease.pdf.htm	100
track*-Video-Grease-Myths-and-Facts.htm	100
track*-Poster-II-Kitchen-Grease.pdf.htm	91
*("Track" pages not full year information)	

Three Month Comparison


January 1, 2011 – March 31, 2011 comparing to

January 1, 2010 – March 31, 2010



 **26,947 Pageviews**

Previous: 10,451 (157.84%)

 **8,749 Visits**

Previous: 3,628 (141.29%)

Page

Pageview

Home Page

January 1, 2011 - March 31, 2011	7,392
January 1, 2010 - March 31, 2010	4,007
% Change	84.48%

Publications

January 1, 2011 - March 31, 2011	6,150
January 1, 2010 - March 31, 2010	3,397
% Change	81.04%

List of Members

January 1, 2011 - March 31, 2011	2,811
January 1, 2010 - March 31, 2010	1,542
% Change	82.30%

About PDI

January 1, 2011 - March 31, 2011	1,643
January 1, 2010 - March 31, 2010	869
% Change	89.07%

Links

January 1, 2011 - March 31, 2011	361
January 1, 2010 - March 31, 2010	453
% Change	20.31%

Contact Us

January 1, 2011 - March 31, 2011	266
January 1, 2010 - March 31, 2010	140
% Change	90.00%

G-11 Old Business

6. **Initial Testing.** The Licensee agrees that prior to using the Mark in any manner it will furnish to the Laboratory one or more production units of each size, type, or model of water hammer arrester on which the Licensee intends to use the Mark, so that the Laboratory may conduct on each unit submitted the tests specified in PDI's then applicable Standard. At the time the Licensee provides the Laboratory with the required production units, the Licensee shall furnish a complete set of prints of the detail and assembly drawings for production units of each size, type, or model of water hammer arrester to be subjected to the required tests. PDI shall require the Laboratory to retain the units tested and all prints delivered under this paragraph 6, to facilitate future comparison with units subsequently retested. The Licensee shall obtain from the Laboratory with respect to each size, type, or model of water hammer arrester which the Laboratory determines to be fully in conformity with the Standard WH201, a separate and complete certificate. The blank certificate form shall be provided to the Laboratory by either paper or electronic means by PDI. PDI shall require the Laboratory to provide PDI with copies of all test reports and all such certificates relating to the Licensee's water hammer arresters.

7. **Visual Inspection and Retesting.** For the purpose of insuring that water hammer arresters on which the Licensee uses the Mark are in conformity with the Standard WH201, the Licensee agrees to submit to the Laboratory for visual inspection and retesting two production units of whichever size, type, or model of water hammer arrester PDI designates for submission to the Laboratory; one such unit to be subjected to visual inspection and comparison with the comparable unit of the Licensee last certified, and the other to be subjected to physical tests. Visual inspection and retesting shall be conducted no sooner than three years after [its last successful certification test](#) ~~the initial certification~~ pursuant to paragraph 6 of this Agreement. [In addition PDI shall be notified of any design changes in the water hammer Arrester and will determine if retesting is required.](#)

Beginning in ~~2007~~ [2012](#) the retest cycle shall be as follows:

~~2007 size A~~

~~2008 size D~~

~~2009 size E~~

~~2010 size F~~

~~2011 size AA~~

2012 size B

[2013 size A](#)

[2014 size D](#)

[2015 size E](#)

[2016 size F](#)

[2017 size AA](#)

Section 5, 6 & 7 from Grease Interceptor Mark License Agreement

5. **Testing Laboratory.** All testing of the Licensee's grease interceptors under paragraphs 6 and 7 of this Agreement shall be conducted using the PDI approved test facilities. The Licensee shall contact the PDI office for a list of approved test facilities. The Licensee shall select from that list a facility (the "Laboratory") and shall make its own arrangements for required tests and shall bear all reasonable costs and expenses related to such tests, ~~including a per unit charge for each unit tested, which is currently U.S.\$ 250 and is payable to PDI in advance of testing.~~

6. **Initial Testing.** The Licensee agrees that prior to using the Mark in any manner it will furnish to the Laboratory one or more production units of each size, type, or model of grease interceptor on which the Licensee intends to use the Mark, so that the Laboratory may conduct on each unit submitted the tests specified in PDI's then applicable Standard. At the time the Licensee provides the Laboratory with the required production units, the Licensee shall furnish a complete set of prints of the detail and assembly drawings for production units of each size, type, or model of grease interceptor to be subjected to the required tests. PDI shall require the Laboratory to retain all prints delivered under this paragraph 6, to facilitate future comparison with units subsequently retested. The Licensee shall obtain from the Laboratory with respect to each size, type, or model of grease interceptor which the Laboratory determines to be fully in conformity with Standard PDI G101, a separate and complete certificate. The blank certificate form shall be provided to the Laboratory, by either paper or electronic means by PDI. PDI shall require the Laboratory to provide PDI with copies of all test reports and all such certificates relating to the Licensee's grease interceptors.

7. **Retesting.** For the purpose of insuring that grease interceptors on which the Licensee uses the Mark are in conformity with the applicable Standard, the Licensee agrees to submit for retesting to the Laboratory one production unit of whichever size, type, or model of grease interceptor PDI designates for submission to the Laboratory. Retesting of any given size shall begin no sooner than five years after its last successful certification test ~~the initial certification~~ pursuant to paragraph 6 of this Agreement. In addition PDI shall be notified of any design changes in the grease interceptors and will determine if retesting is required.

Beginning in ~~2007~~ 2012 the retest cycle shall be as follows:

~~2007 PDI size 4, 7, 10 gpm (one size PDI's choice)~~

~~2008 PDI size 15, 20, 25 gpm (one size PDI's choice)~~

~~2009 PDI size 35 gpm~~

~~2010 PDI size 50 gpm~~

~~2011 PDI size 75, 100 gpm (one size PDI's choice)~~

2012 PDI size 4, 7 GPM (one size PDI's choice)

2013 PDI size 10, 15 GPM (one size PDI's choice)

2014 PDI size 20, 25 GPM (one size PDI's choice)

2015 PDI size 35 GPM

2016 PDI size 50 GPM

2017 PDI size 75, 100 GPM (one size PDI's choice)

PDI
011400

CERTIFICATION MARK LICENSE AGREEMENT
WATER HAMMER ARRESTERS

THIS AGREEMENT, dated this ____ day of _____, 20____, between THE PLUMBING AND DRAINAGE INSTITUTE, an Illinois not-for-profit corporation with offices at 800 Turnpike Street, Suite 300, North Andover, Massachusetts 01845 (“PDI”), and _____ a _____ corporation with offices at _____ (the “Licensee”), is to evidence:

WHEREAS, PDI is the proprietor of a United States federal certification mark registration (Reg. No. 812,728, dated August 9, 1966), a Canadian certification mark registration (Reg. No. 426,677, dated April 29, 1994), and a Mexican certification mark registration (Reg. No. 646570, dated October 2, 1996) (collectively the “Mark”) to be applied to water hammer arresters and other plumbing and drainage products which have been tested and found to meet standards of design and performance established by PDI; and

WHEREAS, the Mark is pictured in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, PDI, at substantial cost, has developed and established procedures with respect to the proper testing, rating, and performance of water hammer arresters and certification of water hammer arresters, and has published such procedures in booklet form under the title “Standard PDI-WH201” (the “Standard”); and

WHEREAS, the Licensee wishes to obtain a license from PDI to use the Mark on water hammer arresters sold by it under its own trade name in the United States, Canada, and Mexico meeting the various requirements therefor set forth in the Standard;

NOW, THEREFORE, the parties agree as follows:

1. **Grant of License; Restrictions on Licensee’s Use of Mark.** Subject to the terms and conditions of this Agreement, PDI hereby grants to the Licensee a non-exclusive, non-transferable license to use the Mark in connection with the advertising and sale by the Licensee, in the United States, its territories and possessions, Canada, and Mexico only, of water hammer arresters which (a) have, through the testing program described in paragraphs 6 and 7 of this Agreement, been certified as meeting the Standard; and (b) bear the Licensee’s trade name. The Licensee shall not use the Mark in connection with any water hammer arresters which have not been subjected to testing in accordance with the provisions of paragraphs 6 and 7 of this Agreement.

2. **Licensing Fee.** The Licensee shall pay PDI, on execution of this Agreement, a non-refundable licensing fee of U.S. \$1,750.

3. **Changes in Standard.** PDI shall have the right to make such changes, additions, deletions, and corrections in and to the Standard as from time to time it considers necessary or desirable. If at any time while this Agreement remains in effect PDI establishes a new Standard, it shall deliver a copy thereof to the Licensee. The Licensee shall insure, by submitting when required by PDI all certified water hammer arresters manufactured by the Licensee after receipt of any new Standard for testing, that such water hammer arresters are in full compliance with such new Standard. Notwithstanding the foregoing, the Licensee shall have the right to use the Mark in connection with the disposition of water hammer arresters manufactured prior to receipt of such new Standard in conformity with the Standard in effect at the time of manufacture.

4. **Compliance with Standard.** The Licensee agrees to use the Mark only in connection with the manufacture, sale, distribution, and advertising of water hammer arresters which have been certified through testing in accordance with paragraphs 6 and 7 of this Agreement as fully conforming to the then applicable Standard. The Licensee shall use due care and diligence in the

manufacture of each water hammer arrester using the Mark, so that the use of the Mark on any water hammer arrester or in any related advertising material constitutes a guarantee by the Licensee that the water hammer arrester so marked or so advertised complies with the then applicable Standard. Solely for the purpose of enabling PDI to insure that the Licensee is complying with the foregoing requirements, the Licensee shall submit upon request, by PDI to PDI, any item of advertising material (including, but not limited to, catalogs) containing the Mark or a reference to PDI or a reference to the Standard.

5. **Testing Laboratory.** All testing of the Licensee's water hammer arresters under paragraphs 6 and 7 of this Agreement shall be conducted using PDI approved test facilities. Contact the PDI office for a list of laboratories. The Licensee shall select from a list of PDI approved test facilities the facility (the Laboratory") and shall make its own arrangements for required tests and shall bear all reasonable costs and expenses related to such tests., The Licensee shall instruct the Laboratory to send to PDI copies of all test results and any other test-related materials resulting from the Laboratory's testing of the Licensee's water hammer arresters. If requested to do so by PDI, the Licensee shall itself provide PDI with copies of all such results and other test-related materials.

6. **Initial Testing.** The Licensee agrees that prior to using the Mark in any manner it will furnish to the Laboratory one or more production units of each size, type, or model of water hammer arrester on which the Licensee intends to use the Mark, so that the Laboratory may conduct on each unit submitted the tests specified in PDI's then applicable Standard. At the time the Licensee provides the Laboratory with the required production units, the Licensee shall furnish a complete set of prints of the detail and assembly drawings for production units of each size, type, or model of water hammer arrester to be subjected to the required tests. PDI shall require the Laboratory to retain the units tested and all prints delivered under this paragraph 6, to facilitate future comparison with units subsequently retested. The Licensee shall obtain from the Laboratory with respect to each size, type, or model of water hammer arrester which the Laboratory determines to be fully in conformity with the Standard WH201, a separate and complete certificate. The blank certificate form shall be provided to the Laboratory by either paper or electronic means by PDI. PDI shall require the Laboratory to provide PDI with copies of all test reports and all such certificates relating to the Licensee's water hammer arresters.

7. **Visual Inspection and Retesting.** For the purpose of insuring that water hammer arresters on which the Licensee uses the Mark are in conformity with the Standard WH201, the Licensee agrees to submit to the Laboratory for visual inspection and retesting two production units of whichever size, type, or model of water hammer arrester PDI designates for submission to the Laboratory; one such unit to be subjected to visual inspection and comparison with the comparable unit of the Licensee last certified, and the other to be subjected to physical tests. Visual inspection and retesting shall be conducted no sooner than three years after the initial certification pursuant to paragraph 6 of this Agreement.

Beginning in 2007 the retest cycle shall be as follows:

2007 size A

2008 size D

2009 size E

2010 size F

2011 size AA

2012 size B

The Licensee shall submit to the Laboratory for the units delivered for retesting a complete set of prints of the detail and assembly drawings. The Laboratory shall retain the units and all prints delivered under this paragraph 7, to facilitate future comparison with units subsequently retested. With regard to the unit retested, the Laboratory shall either provide PDI and the Licensee a certificate of compliance and a copy of the test report confirming that such unit is in conformity with the applicable Standard, or report to PDI and the Licensee the particulars of the unit's failure to conform to the applicable Standard.

8. **Submission of Samples.** The Licensee agrees to make available to PDI, at PDI's request, sample water hammer arresters on which the Mark is used for inspection and testing by PDI, and to submit any data requested by PDI necessary to demonstrate the Licensee's compliance with this Agreement and the compliance of such water hammer arresters with the applicable Standard.

9. **Use of Mark.** The Licensee agrees that the Mark whenever used will be displayed distinctively, apart from other printed matter, and used in conjunction with the statutory notice of registration—®.

10. **Marketing of Arresters Not Meeting Standard.** The Licensee agrees that it will not promote the sale of water hammer arresters not certified to be in compliance with the applicable Standard through use of any promotional materials which also promote the sale of water hammer arresters certified to be in compliance with the Standard and entitled to bear the Mark. The Licensee shall not promote the sale of such non-Standard water hammer arresters in any fashion which might create a likelihood of confusing prospective purchasers into believing such non-Standard arresters have been certified to be in compliance with the Standard.

11. **Covenant as to Use of Mark.** The Licensee agrees that it will affix the Mark to each individual water hammer arrester unit of every size, type, or model which has been certified as complying with the applicable Standard prior to the shipment of such unit to the Licensee's customers. PDI shall supply the Licensee, for a fee per unit, adhesive decals bearing the Mark and the Licensee's name, and the Licensee shall use said decals to comply with the use requirements of the preceding sentence. Said decals shall be affixed by the Licensee in a location visible to any person viewing the water hammer arrester. Further, the Licensee shall engrave its name, either by molding or die stamping, into the body of each water hammer arrester adjacent to the decal bearing the Mark, so that its name is readily visible to the purchaser or user. The Licensee's failure to affix the Mark and engrave its name, as required by this paragraph 11, shall entitle PDI to terminate this Agreement, with immediate effect, by providing the Licensee with written notice of termination.

12. **Withdrawal of Licensee from PDI; Failure to Comply with Standard.** If at any time the Licensee ceases marketing water hammer arresters which conform to the then applicable Standard, or uses the Mark on water hammer arresters not certified as meeting the Standard, the Licensee shall, upon receipt of written notice from PDI, immediately and permanently cease making any representations in its promotional materials that its water hammer arresters are entitled to bear the Mark and, within 30 days of the occurrence of any such event, remove the Mark from all its water hammer arresters, and from all promotional materials, in whatever media.

13. **Indemnification.** The Licensee agrees to indemnify and hold PDI harmless from any and all claims (and liabilities, judgments, penalties, losses, costs, damages, and expenses resulting therefrom, including reasonable attorneys' fees) made by third parties against PDI arising out of any defects or alleged defects in water hammer arresters bearing the Mark sold by the Licensee.

14. **Breach and Termination.** If either party breaches any of the terms and conditions of this Agreement, other than those under which PDI is granted an immediate right of termination, and the party involved fails to cure the breach within 30 days after receiving written notice from the other party specifying the particulars of the breach, the nondefaulting party shall have the right to terminate this Agreement by giving written notice to the defaulting party.

15. **Effect of Termination.** Termination of this Agreement under any of its provisions shall be without prejudice to any rights or claims which PDI may otherwise have against the Licensee, or which the Licensee may otherwise have against PDI.

16. **Related Companies.** The license granted under this Agreement shall extend only to the entity which is a signatory to this Agreement. No division, subsidiary, or parent of said entity, whether operated as a separate corporation or not, shall manufacture or market any water hammer arresters using the Mark, until such division, subsidiary, or parent has been added as a party to this Agreement, and the name of such division, subsidiary, or parent shall be engraved on all water hammer arresters marketed by such division, subsidiary, or parent following execution of such formal written amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

THE PLUMBING AND DRAINAGE
INSTITUTE

By _____
Title

By _____
Title

Exhibit A

United States Patent Office

812,728
Registered Aug. 9, 1966

PRINCIPAL REGISTER
Certification Mark

Ser. No. 233,630, filed Nov. 30, 1965



Plumbing and Drainage Institute (Illinois not for profit
corporation)
1018 N. Austin Blvd.
Oak Park, Ill.

**For: PLUMBING AND DRAINAGE PRODUCTS—
NAMELY, GREASE INTERCEPTORS AND WATER
HAMMER ARRESTERS—in CLASS A.**

First use 1960; in commerce 1960.

**The words "Certified" and "Plumbing and Drainage"
are disclaimed apart from the mark as shown. The
mark certifies that the goods have been tested and that
they meet certain standards of design and performance
established by applicant.**

R. M. ROSS, Examiner.

PDI
011400

CERTIFICATION MARK LICENSE AGREEMENT
GREASE INTERCEPTORS

THIS AGREEMENT, dated this ____ day of _____, 20____, between THE PLUMBING AND DRAINAGE INSTITUTE, an Illinois not-for-profit corporation with offices at 800 Turnpike Street, Suite 300, North Andover, Massachusetts 01845 ("PDI"), and _____ a _____ corporation with offices at _____ (the "Licensee"), is to evidence:

WHEREAS, PDI is the proprietor of a United States federal certification mark registration (Reg. No. 812,728, dated August 9, 1966), a Canadian certification mark registration (Reg. No. 426,677, dated April 29, 1994) and a Mexican certification mark registration (Reg. No. 646570, dated October, 2, 1996) (collectively the "Mark") to be applied to grease interceptors and other plumbing and drainage products which have been tested and found to meet standards of design and performance established by PDI; and

WHEREAS, the Mark is pictured in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, PDI, at substantial cost, has developed and established procedures with respect to the proper testing, rating, and performance of grease interceptors and certification of grease interceptors, and has published such procedures in booklet form under the title "Standard PDI-G101" (the "Standard"); and

WHEREAS, the Licensee wishes to obtain a license from PDI to use the Mark on grease interceptors sold by it under its own trade name in the United States, Canada, and Mexico meeting the various requirements therefor set forth in the Standard;

NOW, THEREFORE, the parties agree as follows:

1. **Grant of License; Restrictions on Licensee's Use of Mark.** Subject to the terms and conditions of this Agreement, PDI hereby grants to the Licensee a non-exclusive, non-transferable license to use the Mark in connection with the advertising and sale by the Licensee, in the United States, its territories and possessions, Canada, and Mexico only, of grease interceptors which (a) have, through the testing program described in paragraphs 6 and 7 of this Agreement, been certified as meeting the Standard; and (b) bear the Licensee's trade name. The Licensee shall not use the Mark in connection with any grease interceptors which have not been subjected to testing in accordance with the provisions of paragraphs 6 and 7 of this Agreement. However, the Licensee shall be permitted to add to certified grease interceptors non-functional extensions to the housing that do not affect the separation or retention of grease and/or oil.

2. **Licensing Fee.** The Licensee shall pay PDI, on execution of this Agreement, a non-refundable licensing fee of U.S. \$1,750.

3. **Changes in Standard.** PDI shall have the right to make such changes, additions, deletions, and corrections in and to the Standard as from time to time it considers necessary or desirable. If at any time while this Agreement remains in effect PDI establishes a new Standard, it shall deliver a copy thereof to the Licensee. The Licensee shall insure, by submitting when required by PDI, all certified grease interceptors manufactured by the Licensee after receipt of any new Standard for testing, that such grease interceptors are in full compliance with such new Standard. Notwithstanding the foregoing, the Licensee shall have the right to use the Mark in connection with the disposition of grease interceptors manufactured prior to receipt of such new Standard in conformity with the Standard in effect at the time of manufacture.

4. **Compliance with Standard.** The Licensee agrees to use the Mark only in connection with the manufacture, sale, distribution, and advertising of grease interceptors which have been certified through testing in accordance with paragraphs 6 and 7 of this Agreement as fully conforming to the then applicable Standard. The Licensee shall use due care and diligence in the manufacture of each grease interceptor using the Mark, so that the use of the Mark on any grease interceptor or in any related advertising material constitutes a guarantee by the Licensee that the grease interceptor so marked or so advertised complies with the then applicable Standard. Solely for the purpose of enabling PDI to insure that the Licensee is complying with the foregoing requirements, the Licensee shall submit upon request, by PDI to PDI, any item of advertising material (including, but not limited to, catalogs) containing the Mark or a reference to PDI or a reference to the Standard.

5. **Testing Laboratory.** All testing of the Licensee's grease interceptors under paragraphs 6 and 7 of this Agreement shall be conducted using the PDI approved test facilities. The Licensee shall contact the PDI office for a list of approved test facilities. The Licensee shall select from that list a facility (the "Laboratory") and shall make its own arrangements for required tests and shall bear all reasonable costs and expenses related to such tests, including a per-unit charge for each unit tested, which is currently U.S.\$ 250 and is payable to PDI in advance of testing.

6. **Initial Testing.** The Licensee agrees that prior to using the Mark in any manner it will furnish to the Laboratory one or more production units of each size, type, or model of grease interceptor on which the Licensee intends to use the Mark, so that the Laboratory may conduct on each unit submitted the tests specified in PDI's then applicable Standard. At the time the Licensee provides the Laboratory with the required production units, the Licensee shall furnish a complete set of prints of the detail and assembly drawings for production units of each size, type, or model of grease interceptor to be subjected to the required tests. PDI shall require the Laboratory to retain all prints delivered under this paragraph 6, to facilitate future comparison with units subsequently retested. The Licensee shall obtain from the Laboratory with respect to each size, type, or model of grease interceptor which the Laboratory determines to be fully in conformity with Standard PDI G101, a separate and complete certificate. The blank certificate form shall be provided to the Laboratory, by either paper or electronic means by PDI. PDI shall require the Laboratory to provide PDI with copies of all test reports and all such certificates relating to the Licensee's grease interceptors.

7. **Retesting.** For the purpose of insuring that grease interceptors on which the Licensee uses the Mark are in conformity with the applicable Standard, the Licensee agrees to submit for retesting to the Laboratory one production unit of whichever size, type, or model of grease interceptor PDI designates for submission to the Laboratory. Retesting of any given size shall begin no sooner than five years after the initial certification pursuant to paragraph 6 of this Agreement.

Beginning in 2007 the retest cycle shall be as follows:

2007 PDI size 4, 7, 10 gpm (one size PDI's choice)

2008 PDI size 15, 20, 25 gpm (one size PDI's choice)

2009 PDI size 35 gpm

2010 PDI size 50 gpm

2011 PDI size 75, 100 gpm (one size PDI's choice)

The Licensee shall submit to the Laboratory for the unit retested a complete set of prints of the detail and assembly drawings. The Laboratory shall retain all prints delivered under this paragraph 7, to facilitate future comparison with units subsequently retested. With regard to the unit retested, the Laboratory shall either provide PDI and the Licensee a certificate of compliance and a copy of the test report confirming that such unit is in conformity with the applicable Standard, or report to PDI and the Licensee the particulars of the unit's failure to conform to the applicable Standard.

8. **Submission of Samples.** The Licensee agrees to make available to PDI, at PDI's request, sample grease interceptors on which the Mark is used for inspection and testing by PDI, and to submit any data requested by PDI necessary to demonstrate the Licensee's compliance with this Agreement and the compliance of such grease interceptors with the applicable Standard.

9. **Use of Mark.** The Licensee agrees that the Mark whenever used will be displayed distinctively, apart from other printed matter, and used in conjunction with the statutory notice of registration—®.

10. **Marketing of Interceptors Not Meeting Standard.** The Licensee agrees that it will not promote the sale of grease interceptors not certified to be in compliance with the applicable Standard through use of any promotional materials which also promote the sale of grease interceptors certified to be in compliance with the Standard and entitled to bear the Mark. The Licensee shall not promote the sale of such non-Standard grease interceptors in any fashion which might create a likelihood of confusing prospective purchasers into believing such non-Standard interceptors have been certified to be in compliance with the Standard.

11. **Affixation of Mark.** The Licensee agrees that it will affix the Mark to each individual grease interceptor unit of every size, type, or model which has been certified as complying with the applicable Standard prior to the shipment of such unit to the Licensee's customers. The Mark shall be affixed to the cover of the grease interceptor unit in such a manner that the Mark will be immediately visible to any person viewing the unit, even following installation of the unit. To facilitate the Licensee's compliance with this paragraph 11, PDI shall supply the Licensee, for a fee per unit, etched metal plates bearing the Mark, with spaces for the Licensee's name, grease interceptor model number, gallons-per-minute flow rate, and capacity, and the Licensee agrees to employ such plates to comply with the use requirements of this paragraph 11. The Licensee's failure to affix the Mark as required by this paragraph 11 shall entitle PDI to terminate this Agreement, with immediate effect, by providing the Licensee with written notice of termination.

12. **Withdrawal of Licensee from PDI; Failure to Comply with Standard.** If at any time the Licensee ceases marketing grease interceptors which conform to the then applicable Standard, or fails to demonstrate, in accordance with the provisions of this Agreement, compliance with the then applicable Standard, or uses the Mark on grease interceptors not certified as meeting the Standard, the Licensee shall, upon receipt of written notice from PDI, immediately and permanently cease making any representations in its promotional materials that its grease interceptors are entitled to bear the Mark and, within 30 days of the occurrence of any such event, remove the Mark from all its grease interceptors, and from all promotional materials, in whatever media.

13. **Indemnification.** The Licensee agrees to indemnify and hold PDI harmless from any and all claims (and liabilities, judgments, penalties, losses, costs, damages, and expenses resulting therefrom, including reasonable attorneys' fees) made by third parties against PDI arising out of any defects or alleged defects in grease interceptors bearing the Mark sold by the Licensee.

14. **Breach and Termination.** If either party breaches any of the terms and conditions of this Agreement, other than those under which PDI is granted an immediate right of termination, and the party involved fails to cure the breach within 30 days after receiving written notice from the other party specifying the particulars of the breach, the nondefaulting party shall have the right to terminate this Agreement by giving written notice to the defaulting party.

15. **Effect of Termination.** Termination of this Agreement under any of its provisions shall be without prejudice to any rights or claims which PDI may otherwise have against the Licensee, or which the Licensee may otherwise have against PDI.

16. **Related Companies.** The license granted under this Agreement shall extend only to the entity which is a signatory to this Agreement. No division, subsidiary, or parent of said entity, whether operated as a separate corporation or not, shall manufacture or market any grease interceptors using the Mark, until such division, subsidiary, or parent has been added as a party to this Agreement, and the name of such division, subsidiary, or parent shall be engraved on all grease interceptors marketed by such division, subsidiary, or parent following execution of such formal written amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

THE PLUMBING AND DRAINAGE
INSTITUTE

By _____
Title

By _____
Title

Exhibit A

United States Patent Office

812,728
Registered Aug. 9, 1966

PRINCIPAL REGISTER
Certification Mark

Ser. No. 233,630, filed Nov. 30, 1965



**Plumbing and Drainage Institute (Illinois not for profit
corporation)**
1018 N. Austin Blvd.
Oak Park, Ill.

**For: PLUMBING AND DRAINAGE PRODUCTS—
NAMELY, GREASE INTERCEPTORS AND WATER
HAMMER ARRESTERS—in CLASS A.**

First use 1960; in commerce 1960.

The words "Certified" and "Plumbing and Drainage"
are disclaimed apart from the mark as shown. The
mark certifies that the goods have been tested and that
they meet certain standards of design and performance
established by applicant.

R. M. ROSS, Examiner.

Executive Director Activities: 2011

1. Speaking/ Seminars

1. Jan 19,2011 ASPE Chapter Engineers/Contractors Rochester NY
2. Feb 3,2011 Huston Inst. 3 hr CEU Inspector training
3. March 10, 2011 PGMI FI Chapter Inspector training
4. March 17 ,2011 San Jose City Inspector training Health / Plumbing training credit
5. March 17, 2011 IAPMO Chapter San Leandro Ca.
6. March 21, 2011 ASSE FL. Inspectors/Contractor CEU Training
7. March 22, 2011 United Training Corp. FL. Plumber 3hr CEU Training
8. April 4, 2011 ASPE LA. Chapter Contractors/ Inspectors
9. May 11, 2011 ASSE Chapter OH Contractors/Engineers
10. May 22, 2011 ABPA Annual meeting. Plumbers/Contractors
11. May 25, 2011 BPI TX 3 hr CEU Inspector training
12. Sept.13, 2011 ASPE Central NY Engineers/ Contractors
13. Oct. 16, 2011 WEFTEC Conference (back up)
14. Oct. 20, 2011 ASPE Albany NY Engineers/Contractors
15. Nov. 17, 2011 Technical Symposium ASPE FL. (Pending)
16. Abstract submitted NEWEA 2011 "FOG Ordinance"
17. Aug 2011 UA Training (pending)
18. Iowa accredited instructor, 3hr Interceptor course approved (to be scheduled)

2. Trade Shows/Booth

1. April 20 NH FOG
2. Sept 25, 2011 IAPMO Annual meeting
3. Oct 28, 2011 ASPE Tec Symposium (pending)
4. Nov 8, 2011 ASSE Annual meeting

3. Meetings/Travel

1. March 29, 2011 NGBC "Green Building"
2. April 24 CSA Cleveland, OH PDI G101 discussion
3. April 25 PDI Annual meeting
4. June 9, 2011 NSPC Hearings
5. July 10, 2011 ASME A112 Committee