

**BLRWPCA MINUTES
WEDNESDAY, OCTOBER 29, 2025 – 7 PM**

The BLRWPCA Board held its meeting on Wednesday, October 29, 2025, at 7:00 P.M., with Robert Morra presiding, and in attendance were Jessica Webb, Richard Hayes, and Jim Rupert, while Dan Champagne and Rich Barger (Town of Bolton attorney) were present via Zoom.

Absent: Cheryl Udin and John Kleinhans

1. Call to Order.

R. Morra called the meeting to order at 7:00 pm.

R. Morra appointed Jim Rupert to fill the vacancy at the meeting, so he could become a voting member

2. Public Comment.

None.

3. Approval of Minutes:

Motion: The board approved the July 30- Regular meeting minutes.
1st Dan Champagne | 2nd Richard Hayes - 5 yes 2 absent

4. New Business:

a. Consider and act on the 2026 Meeting Dates

Motion: The board approved the 2026 Meeting dates as presented.
1st Richard Hayes | 2nd Dan Champagne – 5 yes 2 absent

- Wednesday, January 28, 2026
- Wednesday, February 25, 2026 (Public Hearing)
- Wednesday, April 29, 2026
- Wednesday, July 29, 2026
- Wednesday, October 28, 2026

b. F.R. Mahony quote for charcoal filter in the manhole covers.

The board discussed two main issues: sewer odor problems near Georgina's Restaurant. For the odor issue, they considered a \$12,000 charcoal filter system but decided to gather more information about alternatives and warranty details before making a decision.

c. Discussion on the increase of sewage fees from Manchester.

Regarding the sewage fee increase, Jim Rupert mentioned that Manchester attributed it to Venturi meter plugging due to grit and rags, and the board agreed to pursue direct access to both meters' readings to better monitor the situation.

The board discussed concerns about unusual water usage patterns and potential issues with grinder pumps and rags. They explored the possibility of obtaining historical usage data from Manchester. The board agreed to investigate the frequency of cleaning and maintenance of the system, as well as the timing of the recent increase in cleaning frequency. They also discussed the potential impact of disposable wipes on the system

and considered sending letters to residents to prevent future blockages.

5. Pending Business:

a. Consider and possibly act on the refund policy for Bolton Lakes.

Motion: The board approved the refund policy for Bolton Lakes as presented.

1st Richard Hayes | 2nd Dan Champagne – 5 yes 2 absent

b. Discussion on alternative methods of collecting benefits of assessment for large developments

The board discussed creating a connection fee structure for a new development where property owners would pay fees directly to Manchester, along with usage fees. Town stressed the need for a strong contract with clear terms and penalties, while Dan suggested collecting fees at the project's completion. Richard Barger confirmed that state statutes allow benefit assessments to be paid overtime and agreed to review the legal implications of delaying payment until the property is sold. The board also discussed a potential large-scale project of about 350 units, exploring alternative payment structures for benefit assessments.

The Board reviewed a plan showing that it would take about 41.66 years to pay off a \$10,000 assessment at \$240 per year, which is twice the current rate. They noted that interest rates have more than doubled in the past four years, while similar federal programs previously offered 2% loan rates. The discussion focused on whether to extend payment terms without changing the total assessment amount. They also confirmed that once the assessment is fully paid, a lien release would be issued to property owners.

The board also discussed structuring negotiations given the lack of current zoning and the need to ensure fair compensation for the town. They referenced Santini's apartments in Tolland, which use a flat fee system, and calculated that the proposed 20% fee would take 119 years to be fully paid, considered too long. The board agreed the contract must include a property line, a clause requiring full payment upon property transfer, and possibly interest charges to make the agreement fair and enforceable.

6. Executive Session to discuss contract negotiations with Coventry regarding a sewer extension into Coventry.

Motion: Dan Champagne made a motion to go to executive session with Rich Barger to discuss contract negotiations with Coventry regarding a sewer extension at 7:50 p.m.

1st Dan Champagne | 2nd Richard Hayes - 5 yes 2 absent

7. Consider and possibly act on a formal proposal for a contract with Coventry. - None.

8. Adjournment.

The meeting was adjourned at 8:05 p.m.

**Respectfully Submitted,
Suellen Kamara**

Please see the minutes of subsequent meetings for corrections to these Minutes and any corrections hereto.

BOLTON BUDGET WORKSHOP

BLRWPCA Debt

NO. 68

Code 4899	BLRWPCA Debt	Adopted Expenditures 2024-2025	Adopted Expenditures 2025-2026	Request for 2025-2026	Proposed by Selectmen 2026-2027	Value Change	% change From Prior Year
	Category						
1005.048.4801.000000.58250.00000	Bolton Lake Regional WPCA Debt	190,000	190,000	190,000	190,000	0	0%
	Total	190,000	190,000	190,000	190,000	0	0%

Any Change (+/-) in a category please explain.

By: Jim Rupert

Signature(s):

Debt service payments associated with the Bolton Lakes loan will continue through its scheduled maturity date of 4/30/2035.

EXPENDITURES

as of 3/3/26

	<u>FY2027 Proposed Budget</u>	<u>FY2026 YTD</u>	<u>FY2025</u>	<u>FY2024</u>	<u>FY2023</u>	<u>FY2022</u>
Operation and Maintenance Costs						
Sewer Use Charges (Manchester)	\$ 123,834.02	\$ 97,420.00	\$ 94,067.00	\$ 60,575.00	\$ 55,597.00	\$ 54,508.00
Maintenance/Repair	\$ 41,424.67	\$ 34,909.00	\$ 52,239.00	\$ 37,418.00	\$ 34,617.00	\$ 27,503.00
Odor Control Monitoring/Chemicals	\$ 7,200.00	\$ 700.00	\$ 1,200.00	\$ 1,200.00	\$ 1,100.00	\$ 1,200.00
Odor Control Chemicals/Supplies	\$ 20,000.00	\$ 11,475.00	\$ 32,626.00	\$ 18,005.00	\$ 18,993.00	\$ 23,058.00
Septic Pumping	\$ 1,580.00		\$ 395.00	\$ 3,883.00	\$ 465.00	\$ 1,165.00
Miscellaneous				\$ 2,921.00	\$ 2,440.00	\$ 10,610.00
Equipment					\$ 18,846.00	\$ 23,411.00
Insurance	\$ 13,000.00					
Future Capital Expenditure Costs		\$ 30,000.00	\$ 30,000.00			
Operation and Maintenance Costs Total	\$ 207,038.69	\$ 174,504.00	\$ 210,527.00	\$ 136,965.00	\$ 132,058.00	\$ 141,455.00
Administrative Costs						
Engineering	\$ 17,004.50	\$ 13,160.00	\$ 16,755.00	\$ 17,254.00	\$ 26,320.00	\$ 36,671.00
Miscellaneous	\$ 11,449.00	\$ 2,310.00	\$ 11,481.00	\$ 11,233.00	\$ 18,232.00	\$ 11,633.00
Administrative Costs Total	\$ 28,453.50	\$ 15,470.00	\$ 28,236.00	\$ 28,487.00	\$ 44,552.00	\$ 48,304.00
Total Expenditures	\$ 235,492.19	\$ 189,974.00	\$ 238,763.00	\$ 165,452.00	\$ 176,610.00	\$ 189,759.00

INCOME

Sewer Use	\$ 209,580.00	\$ 133,094.37	\$ 222,264.10	\$ 196,133.15	\$ 217,183.88	\$ 163,761.59
Benefit Assessments	TBD	\$ 194,945.23	\$ 228,820.07	\$ 235,418.08	\$ 307,315.27	\$ 373,637.44
Total Income	\$ 209,580.00	\$ 328,039.60	\$ 451,084.17	\$ 431,551.23	\$ 524,499.15	\$ 537,399.03
Net Surplus/Deficit		\$ 138,065.60	\$ 212,321.17	\$ 266,099.23	\$ 347,889.15	\$ 347,640.03

Rate Analysis

Billable EDUs	499
New Rate Needed to Cover Estimated Expenditures (per EDU per Quarter)	\$ 117.98
Current Rate (per EDU per Quarter)	\$ 105.00

Per Discussion with Bob Morra, it has been decided to maintain the same rate of \$105.00 for FY2027, and the rate will be reevaluated for FY2028

Increases primarily attributed to: higher sewer use charges, increase in expenditures for new odor control monitoring program, shift of BLRWPCA insurance from BOS budget

Assumptions/Calculations:

- Sewer Use Charges (Manchester)
 - Maintenance/Repair
 - Odor Control Monitoring/Chemicals
 - Odor Control Chemicals/Supplies
 - Septic Pumping
 - Equipment
 - Insurance
 - Future Capital Expenditure Costs
 - Engineering
 - Miscellaneous
- FY26 Actuals + Avg of last two quarter's usage (3,919) x rate of \$6.74 to estimate for Q4
 Avg of FY2023-FY2025 (excludes lower 2022 exp and 2026)
 Assumes \$600 per month, per quote from Evoqua, for improved odor monitoring.
 Estimating \$20k due to recent usage trends and anticipated reduction in usage due to improved monitoring
 Assumes 4 pumpings @\$395 each
 Installation of first gravity feed catch basin (\$8.5k) will be funded through capital improvements budget
 Moving budget from BOS budget to BLRWPCA budget
 Based on the current balance, it was determined not to add funds for FY27
 Avg of FY2024-FY2025 per discussion with Bob Morra
 Avg of FY2022, FY2024, FY2025. Per Jill Collins, miscellaneous includes US Bank, Attorney Fees, release recording fees, renewal fee for Hadronex & Call Before You Dig

March 10, 2026

Shannon Miles
Town of Manchester
Manchester Water and Sewer Department,
41 Center Street
Manchester, CT 06045

Dear Ms. Miles,

I am writing on behalf of the Bolton Lakes Regional Water Pollution Control Authority (BLRWPCA) regarding the recent invoices issued by the Town of Manchester.

After reviewing the billing, we respectfully request that the amount be reviewed and adjusted based on the average usage from the past three fiscal years. Utilizing a three-year historical average would provide a more accurate and equitable reflection of typical usage patterns.

Over the past year, we observed a noticeable increase in billed usage and communicated with Eric Hooper regarding this matter. We were advised that grit and rag buildup beneath the flow meter had been impacting readings, and that the cleaning schedule for the Parshall flume was increased to every three weeks to help ensure more consistent measurements. The most recent billing appears to be more in line with what we would expect based on the seasonal average.

Given this information, we respectfully ask that the Town of Manchester review the invoices and advise whether an adjustment can be made accordingly. If any additional documentation or supporting information is needed from the BLRWPCA to assist in this review, please let us know.

Thank you for your time and attention to this matter. We appreciate your cooperation and look forward to your response.

Sincerely,



Robert R. Morra, Chair
Bolton Lakes Regional Water Pollution Control Authority

From: [Gaignat, Todd A - Xylem](#)
To: [Robert Morra; Rupert, Jim](#)
Cc: [Hazewski, John L - Xylem](#); [Ford, Brian - Xylem](#); [Hoesch, Gavin DR - Xylem](#); [Daugherty, Susan L - Xylem](#); [Kamara, Suellen](#); [Hepner, Seth W - Xylem](#); [Everingham, Rhonda - Xylem](#); [Harrison, Jessie - Xylem](#); [Evans, Dora C - Xylem](#); [McCusker, Katherine - Xylem](#)
Subject: Bolton Lakes CT 2026 Full Service Odor Control Contract
Date: Thursday, March 19, 2026 11:53:36 AM
Attachments: [image001.png](#)
[806901 Bolton Lakes CT Service Contract w VLs - 2026.pdf](#)
[25 MSVAPORLINKDS1114 2021.pdf](#)
[Link2Site Customer User Guide.pptx](#)
[MSBIOXIDEDS0714.pdf](#)

EXTERNAL EMAIL - This email was sent by a person from outside your organization.

Hello Jim and Bob,

I'm glad we were able to handle the town H2s odors and meet with the store front owners. I sent you the data from the temporary meter that Gavin and Brian installed, below is the new contract.

I think this new program will work out well, please call me if you have any questions, changes or need me to stop by.

Please see attached Full-Service Odor Control Contract (FSOC) to be signed and returned. The Bioxide price will increase slightly, and we included the current service fee with new additional h2s VaporLink fee as we discussed (total \$600 per month service). We will be making six visits per year instead of two because meters will need to be swapped out routinely.

Please let me know who will need access to Link2site website, we'll get you set up if you're not already.

SERVICE INCLUDED:

- Auto deliveries for Bioxide, Logistics can monitor tank level remotely via Link2site and advise of delivery needed
- Bioxide system maintenance during visits, change Bioxide pump diaphragms when needed and verify program calibration. If an issue occurs underground at FM quill, our Aqua Pros will contact the Town for further assistance
- Aqua Pros will remotely monitor link2site for any alarms at Bioxide system such as low tank or pumping failure and arrive ASAP to remedy. Meters will be swapped out routinely approximately every sixty days to refresh sensors. During this service we will check sulfide levels in flow and Bioxide nitrate residual.
- With the new added VaporLink at the Town MH, Aqua Pros will also monitor h2s levels daily to maintain 0 ppm and adjust dosage as needed. Alarms will be set to notify us if

h2s elevates or unit doesn't call in via Link2site.

- Bolton staff will be sent an invitation email to access link2site also, you'll have complete visibility of everything we do.
- A service report will be sent to the town after each service visit which details h2s results, maintenance, and year to date financials.

Pricing

**BIOXIDE: \$ 3.83 / gallon Price includes delivery, Prepaid (PPD). All deliveries
Remote Monitoring and Maintenance Services: \$ 600 / month**

Evoqua / Xylem Contacts

Please note important contacts below for reference, you've met both Brian and Gavin (Aqua Pro Techs) they reside in MA and NH. They do work remotely but we are all affiliated with the New Castle DE Branch.

Brian Ford (Service Aqua Pro) 302-679-3638

Gavin Hoesch (Service Aqua Pro) 302-679-5976

John Hazewski (DE Branch Manager) 302-654-6894

Susan Daugherty (Tech Services Coordinator) (302) 654-6099

Rhonda Everingham (Bioxide deliveries / Customer Service) 601-808-0824

Dora Evans (Supervisor, Bioxide deliveries / Customer Service) 941 351 7351

Todd Gaignat
Technical Sales | Utility Services
110 Carroll Drive, New Castle De 19720

Local Office Loudon NH
Cell 302-275-4072



Northeast Region Customers, please submit chemical orders to
neordersus@xylem.com

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eVOQUA
WATER TECHNOLOGIES

FULL SERVICE ODOR CONTROL PROGRAM

BOLTON LAKES, CT

Quotation # 806901

March 17, 2026

Sales Representative

Todd Gagnat
Evoqua Water Technologies LLC
Mobile: (302) 275-4072
Email: todd.gagnat@xylem.com



March 17, 2026

Robert Morra
Chairman
Bolton Lakes WPCA
222 Bolton Center Road
Bolton, CT 06043
Tel: (860) 649-8066
FAX: (860) 643-0021
Email: robertmorra@snet.net

**RE: FULL SERVICE ODOR CONTROL PROGRAM
BOLTON LAKES, CT WPCA
Evoqua Quote No. 806901 (REFERENCE 2015-103058)**

Dear Mr. Morra:

Thank you for choosing Evoqua Water Technologies LLC for your odor control needs. Evoqua would like to submit the following proposal for our Full Service Odor Control Program.

The current Bioxide system is owned by Bolton CT. Xylem provides routine maintenance and adjustments to dose, as well as tank level monitoring for refills. We will be adding continuous hydrogen sulfide monitoring and additional service visits to the existing contract which will monitor hydrogen sulfide in the Town manhole. The system shall contain controls as necessary to facilitate seven discrete dosing profiles that vary in 1-hour increments over a 24-hr period as described in United States Patent Number 7,905,245. A calibration cylinder shall be permanently installed to facilitate calibration of feed pumps.

The BIOXIDE Solution shall utilize the inherent ability of the facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing, reduced sulfur containing compounds. The solution will provide nitrate-oxygen to the wastewater to support this biochemical mechanism. This nitrate-oxygen shall be applied via nitrate salts. The solution shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the solution shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.

Evoqua Water Technologies LLC is established as an industry leader for the supply of odor and corrosion control products and services. The Evoqua Utility Services Division employs over 175 engineers, chemists, technicians, transportation personnel and managerial/support staff to meet the odor and corrosion control needs of our customers nationwide.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me at (302) 275-4072.

Sincerely,

Todd Gaignat

Todd Gaignat
Technical Sales Representative
Evoqua Water Technologies LLC



Evoqua is pleased to offer the following proposal for the supply of Bioxide solution, preventative maintenance and sampling/optimization services to the Town of Bolton, CT for the Pump Station chemical feed site.

In addition to the existing services, Evoqua would also like to provide continuous monitoring via VaporLink units. This will require four additional service visits per year as scoped below, effective May 1, 2026.

1. SCOPE OF SERVICES

1.1 - Odor Control Solution

Evoqua shall continue to provide a supply of Bioxide® Solution in minimum 2,000 gallon loads.

1.2 Preventative Maintenance and Monitoring Services

An Evoqua service technician will perform routine maintenance and sampling for the chemical feed site at a *minimum of six (6) times per year*. These visits will be conducted at a frequency of *approximately 2 months apart* and shall include odor control point liquid phase sampling. A written report will be provided within a week of site visit. Sampling and routine maintenance services will be scheduled in advance and include, but not be limited to the following:

- Perform scheduled preventative maintenance on equipment.
- Liquid phase testing for performance evaluation. The parameters measured shall be:

Parameter Monitored	Method
Dissolved Sulfide	Methylene Blue, pre-flocced to remove insoluble sulfides
pH	Combination Glass Electrode
Temperature	NIST calibrated Thermometer
Residual Nitrate	HACH Nitrate Strips

Table 4: Performance Sampling Methods

- Continuous Vapor Phase hydrogen sulfide monitoring:
 1. A VaporLink® monitor shall be deployed for continuous remote monitoring of atmospheric H₂S concentrations at the control point. Continuous atmospheric H₂S data will be made accessible through Evoqua’s Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H₂S concentration exceed a high level or average alarm set point.
 2. Evoqua Water Technologies shall respond to all alarms and make any necessary process adjustments to ensure the treatment objective is being met.
 3. Evoqua shall be responsible for the calibration, deployment and 60-day rotation of the VaporLink® units.
- Optimization of chemical feed rates based on liquid phase performance evaluations.
- Evoqua shall respond to any emergencies immediately and target a resolution time of less than 48 hours within being notified of any odor complaints or odor control equipment failures.



- 24-hour technical phone response is included in the price of the program.
- A report will be issued to the Town of Bolton Lakes after each visit noting the following:
 1. Beginning feed rate in ml/min, gal/day
 2. Liquid phase data collected
 3. Adjusted feed rate in mL/min, gal/day
 4. Tank Levels
 5. General Condition of the feed and storage equipment

Sampling and optimization visits are important so that seasonal temperature changes and chemical demand changes in the wastewater may be accounted for. System optimization minimizes long periods of time where there may be overfeeding or underfeeding of chemical, and will lead to cost savings and increased system performance versus systems that are not monitored in this manner.

5. PRICING

Evoqua is pleased to offer the following price for the above program for a three year period, beginning May 1, 2026 through April 30, 2029. Initial pricing shall be firm through April 30, 2027, and subject to annual review thereafter.

BIOXIDE: **\$ 3.83 / gallon** Price includes delivery, Prepaid (PPD). All deliveries shall be automatically filled under this Full Service Odor ControlSM Program.

Remote Monitoring and
Maintenance Services: **\$ 600 / month**

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

Due to current volatility in the market, pricing associated with this quote will remain firm for a period of sixty (60) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me at (302) 275-4072.

Sincerely,

Todd Gaignat

Todd Gaignat
Technical Sales Representative



**RE: FULL SERVICE ODOR CONTROL PROGRAM
BOLTON LAKES, CT WPCA
Evoqua Quote No. 806901 (REFERENCE 2015-103058)**

Signature below indicates acceptance of this quotation including the Standard Terms of Sale attached here-to and will act as the purchase order document between Evoqua Water Technologies LLC, the Seller, and the Buyer. The Standard terms of Sale shall form the complete and only set of terms for this order.

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O.Number _____

Site Address: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCOTM Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE

WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute – Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last

five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.