



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

AGENDA

Summit Utility District #2 Commission Meeting Tuesday, August 12, 2025, at 6:15 p.m.

At Summit Village Hall, 37100 Delafield Road, Summit, WI

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PUBLIC COMMENT
4. MINUTES: July 10, 2025 regular meeting
5. Discussion and action on July 2025 payables and Financial Report
6. Discussion on July 2025 engineering report
7. Discussion and action on Bioxide chemical treatment alternatives
8. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: September 11, 2025

Posted: August 7, 2025

**** Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.

It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Utility Commission noticed above.



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MINUTES
Summit Utility District #2 Commission Meeting
July 10, 2025

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 Commission meeting on Thursday, July 10, 2025 at 6:15 p.m. at Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

Administrator-Clerk/Treasurer Michael took roll call and confirmed that the meeting was noticed to the local media as required and requested and posted on the Village posting board and website. Commissioners present were: Kraig Arenz, Sr., Jim Petronovich, Jeff Lee and Justin Phillips. Also present were: Chairperson Jack Riley, Public Works Director Kamron Nash and Administrator-Clerk/Treasurer Debbie Michael.

PUBLIC COMMENT - None

MINUTES: June 12, 2025 regular meeting

MOTION: (Petronovich, Lee) *to approve the minutes of June 12, 2025 meeting.* Carried.

Discussion and action on June 2025 payables and Financial Report

MOTION: (Petronovich, Phillips) *to approve the financial report and payables in the amount of \$39,207.85.* Carried.

Discussion on June 2025 engineering report

The report was reviewed.

ADJOURN UTILITY COMMISSION MEETING

MOTION: (Arenz, Lee) *to adjourn at 6:24 p.m.* Carried.

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: August 14, 2025

2025
Utility District
Financial Report

UD2	Amount \$\$
Bank 59 Balance 07/31/2025	\$ 1,773,761.19
AP JULY 2025	\$ (61,432.40)
<i>LOAN PAYMENT PRINCIPAL</i>	\$ -
<i>LOAN PAYMENT INTEREST</i>	\$ -
Interest Paid/Accrued 59 @ 4.49%	\$ 6,309.25
Available Funds	\$ 1,712,328.79
Interest Paid YTD 59	\$ 51,101.54
LOAN INFORMATION:	
GO Fund - Payoff: 5/2027	
Payments: 04/29/2025(Principal & Interest)	\$ 779,217.50
11/01/2025 November (Interest only)	\$ 16,667.50
2025 Principal & Interest payment	\$ 795,885.00
12/31/2025 YE Principal Balance	\$ 1,550,000.00
Silver Lake Utility District	
Amount \$\$	
Bank 59 Balance 07/31/2025	\$ 183,068.18
AP July 2025	\$ (11,029.53)
Interest Paid 59 @ 4.54%	\$ 704.62
Available Funds	\$ 172,038.65
Interest Paid YTD 59	\$ 5,032.19

2025
Utility District
Financial Report

6 Month Tracking

MONTH	UD2	NOTE:
August-25	\$61,432.40	
July-25	\$39,207.85	
June-25	\$42,773.07	
May-25	\$817,210.57	Loan Payment/INT \$779,217.50
April-25	\$42,675.86	
March-25	\$46,328.89	
Total	\$126,997.82	Loan PMT Deducted from Total
Average	\$21,166.30	

8/06/2025 3:00 PM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
BANK 59 SUD#2

Page: 1
ACCT

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<hr/>			
	8/13/2025	AREA SEPTIC INSTALLATION INC	
		Maintenance/Service Contract	
			Manual Check Nbr: 081325-UD2 1
620-00-53659-000-000		CONTRACTUAL SERVICES	4,091.50
		Maintenance/Service Contract	4291
			Total 4,091.50
<hr/>			
	8/13/2025	DELAFIELD-HARTLAND WATER POLLUTION CONTROL	
		Treatment	
			Manual Check Nbr: 081325-UD2 2
620-00-53632-000-000		TREATMENT EXPENSE	15,211.01
		Treatment	071525
620-00-53633-000-000		CAPITAL CONNECT CHRG DELHART	16,293.00
		Connection	071525
			Total 31,504.01
<hr/>			
	8/13/2025	DIGGERS HOTLINE INC	
		Pre Payment Installmetnt #2	
			Manual Check Nbr: 081325-UD2 3
620-00-53659-000-000		CONTRACTUAL SERVICES	680.00
		Pre Payment Installmetnt #2	250736551PP2
			Total 680.00
<hr/>			
	8/13/2025	EXCEL UNDERGROUND LLC	
		Underground Locate	
			Manual Check Nbr: 081325-UD2 4
620-00-53659-000-000		CONTRACTUAL SERVICES	610.50
		Underground Locate	12922
			Total 610.50
<hr/>			
	8/13/2025	EXCEL UNDERGROUND LLC	
		July Locates - 2025	
			Manual Check Nbr: 081325-UD2 5
620-00-53659-000-000		CONTRACTUAL SERVICES	490.25
		July Locates - 2025	13019
			Total 490.25
<hr/>			
	8/13/2025	MUNICIPAL LAW & LITIGATION GROUP SC	
		June Legal	
			Manual Check Nbr: 081325-UD2 6
620-00-53658-000-000		LEGAL FEES	166.30
		June Legal	15217
			Total 166.30
<hr/>			
	8/13/2025	SHORT ELLIOTT HENDRICKSON INC	
		Engineering	
			Manual Check Nbr: 081325-UD2 7

8/06/2025 3:00 PM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
BANK 59 SUD#2

Page: 2
ACCT

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
620-00-53631-000-000		PRO. SER./ENGINEERING	
		Engineering	490178
			Total 3,006.25
<hr/>			
	8/13/2025	SHORT ELLIOTT HENDRICKSON INC	
		Engineering	Manual Check Nbr: 081325-UD2 8
620-00-53631-000-000		PRO. SER./ENGINEERING	3,086.25
		Engineering	492037
			Total 3,086.25
<hr/>			
	8/13/2025	SHORT ELLIOTT HENDRICKSON INC	
		May Engineering - 2025	Manual Check Nbr: 081325-UD2 9
620-00-53631-000-000		PRO. SER./ENGINEERING	10,534.60
		May Engineering - 2025	488374
			Total 10,534.60
<hr/>			
	8/13/2025	STARNET TECHNOLOGIES	
		Telemetry	Manual Check Nbr: 081325-UD210
620-00-53656-000-000		UTILITIES	360.00
		Telemetry	032699
			Total 360.00
<hr/>			
	8/13/2025	VILLAGE OF SUMMIT	
		Admin	Manual Check Nbr: 081325-UD211
620-00-53659-000-000		CONTRACTUAL SERVICES	5,083.34
		Admin	070125
			Total 5,083.34
<hr/>			
	8/21/2025	WE ENERGIES - UTILITY DISTRICTS	
		Utilities	Manual Check Nbr: 082125-AUTO
620-00-53656-000-000		UTILITIES	1,819.40
		Utilities	08212025
			Total 1,819.40
<hr/>			
		Grand Total	61,432.40



Building a Better World
for All of Us®

MEMORANDUM

TO: Summit Utility District No. 2
FROM: Robbie Malzahn, PE
DATE: August 7, 2025
RE: Monthly Engineering Report
SEH No. 158569 14.00

The following information describes the status of the sewer system operations and maintenance.

1. Action Items: (N/A)
2. Lift Station Reporting and System Maintenance
 - A. Area Septic Installation (ASI) continues to perform weekly and monthly maintenance duties.
 - B. Lift Station (LS) No. 3 – ASI was able to wire up the spare motor. Upon testing it the pump shorted out. The pump must have other internal motor issues; additional repairs and investigation would be required by Flygt.
 - C. LS 2 – ASI reported a layer of grease forming on the water surface, rails, and sides of wet well. The Expediters are under contract to perform a second wet well cleaning yet this year. We will work with ASI to have this work completed later this month/early September.
3. Bioxide Alternatives
 - A. Please find attached a memo summarizing our review of H₂S chemical treatment and alternate chemical treatment. Please note an alternate chemical option was reported by Veolia. They proposed a trial period that could reduce annual costs.
 - B. Additionally, we worked with William Reid (supplier) regarding the new TITUS Twister Mixing Aerator product. This will provide a mechanical approach that could reduce annual costs, however, there are high upfront costs.
4. We Energies Power Imbalance to LS 5
 - A. There have not been any power imbalance issues reported by ASI recently.
 - B. On 7/15/25, we reached out to We Energies for an update on the power imbalance monitoring. We Energies responded that they are still reviewing the data and will contact when the review is complete.
5. 2025 Sewer Cleaning and Televising
 - A. A summary of findings was submitted to Village staff. No infiltration identified. There were a few questionable areas identified that should be reviewed during the next round of cleaning and televising for any type of progression.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
262.646.6855 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

6. Lift Station 6 – Automatic Transfer Switch
 - A. Meyers Electric should receive the ATS soon. Once received, they will update with the installation schedule.

7. Lift Station Control Panel & Floats/Transducer Upgrades
 - A. Electric Pump (Starnet) provided a quote for upgrades. We are working with ASI to prepare a recommendation for necessary work.

8. Service Agreements Updates
 - A. ASI – Current through 2025.
 - B. Starnet – 1 full-service days and then pay for service on an as needed basis.
 - C. Evoqua Bioxide Rate – Current through early August 2025 (new rate expected soon)

RWM



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: August 7, 2025

Re: Discussion and Action on Bioxide Chemical Treatment Alternatives

PURPOSE:

To provide information on alternatives to utilizing Bioxide to control hydrogen sulfide (H₂S) in the wastewater stream.

BACKGROUND:

The SUD2 Commission previously gave direction to SEH and Village staff to determine if there are any more cost-effective options to Bioxide for controlling H₂S in the wastewater. SEH has provided two memorandums that outlines various options and costs, which is attached for reference.

RECOMMENDATION:

Village staff and the District Engineer, SEH, recommend that the SUD2 Commission consider utilizing ProSweet OC2543 on a trial basis to determine the effectiveness and the usage to control H₂S and odors, as proposed by Veolia. The Commission may also consider whether they wish for SEH and Village staff to look at the TITUS Twister System as a viable alternative to chemical treatment.

ATTACHMENTS:

SEH Memorandum RE: Bioxide Chemical Treatment Alternatives (dated August 6, 2025)

SEH Memorandum RE: TITUS Twister Mixing Aerator – Chemical Treatment Alternative (dated March 20, 2025)

FISCAL IMPACT:

To be determined, based on SUD2 Commission direction.

RECOMMENDED MOTION:

To be determined, based on SUD2 Commission direction.



Building a Better World
for All of Us®

MEMORANDUM

TO: Summit Utility District No. 2
FROM: Robbie Malzahn, PE
DATE: August 6, 2025
RE: Bioxide Chemical Treatment Alternatives
SEH No. 158569 14.00

Purpose and Scope:

The Summit Utility District No. 2 (SUD2) has a goal of identifying other cost-effective options to Bioxide chemical treatment on the sewer system. The Utility District requested SEH review the current Bioxide dosing at Lift Stations 2, 3, and 5, and alternate options that are available. The purpose of Bioxide chemical treatment is to control hydrogen sulfide (H2S) corrosion and resulting odor on the sewer system. Currently, ASI samples wastewater at Lift Station No. 5, testing for amounts of sulfide and nitrate levels in the wastewater. Also, ASI works directly with Del-Hart WPCC in comparison of testing results they obtain at the treatment plant and adjusts the feed rates based on the testing results.

Findings:

SEH conducted an in-depth review of Bioxide dosing at Lift Stations No. 2, 3, and 5. Based on the existing system parameters information, we were able to calculate the required Bioxide need and found that the current system dosing rates are similar.

Next, SEH contacted a few chemical suppliers and found there are typically seven different chemical treatment options. Using the existing system information, we were also able to calculate the annual need for each chemical treatment option. Shown below is a summary of estimated annual costs for each of the treatment options. A more in-depth comparison of chemical treatments and the calculated dosing for each lift station can be provided upon request.

Chemical	Cost Per Gallon	Estimated Annual Cost
Calcium Nitrate (Bioxide by Evoqua)	\$4.11	\$80,617
Calcium Nitrate (Aqua Hawk HSX by Hawkins)	\$5.03	\$246,657
Caustic Soda	\$5.48	\$59,889
Ferric Sulfate	\$5.90	\$133,719
Hydrogen Peroxide	\$9.13	\$149,415
Ferric Chloride	\$5.40	\$133,406
Ferrous Chloride	\$6.84	\$272,251
Ferrous Sulfate	\$6.70	\$394,930

Please note that of the seven chemical treatment options, Bioxide (calcium nitrate) and Aqua Hawk HSX (calcium nitrate) were the least hazardous chemicals. When treating with chemicals other than calcium nitrate, state regulation requires additional safety equipment like double-walled tanks, secondary

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

containment, and likely eye washing stations. Being that the material costs would be higher for the more hazardous chemicals and added safety improvements would be required, it is assumed that SUD2 would not pursue those options.

Further Research:

On 3/24/2025, Village Staff and SEH had a virtual meeting with Veolia to discuss options for chemical treatment of the sewer system. Based on some rough estimations of daily flows and H2S levels, Veolia was able to provide an alternative chemical called ProSweet OC2543 for treating H2S. They provided a rough cost of \$30K for annual treatment. They offered a recommendation to start a trial period which would entail the purchase of a 55-gallon drum of chemical (roughly one month of chemical for Lift Station No. 5) and adjust as needed. During the trial period, they will provide a programmable smart pump and H2S monitoring.

Chemical	Cost per Drum	Estimated Annual Cost
ProSweet OC2543 (by Veolia)	\$1,218.36	\$30,000*

Conclusion:

After assessing the available chemicals that we are familiar with, we found that when treating with Bioxide (calcium nitrate) it's the most cost-effective chemical option for treatment. However, considering the new option of treating with ProSweet OC2543, it could be in the best interest of the SUD2 to perform a trial period. Based on initial cost and usage assumptions, Veolia reports they could reduce the annual costs for SUD2 chemical treatment.

RWM/SMY

Enclosure: Bioxide Annual Cost Comparisons
Veolia Proposal

Sulfide Control Chemical Summary

Summit Utility District No. 2
Annual Chemical Cost Comparison

Estimated from Calculation:

<u>Chemical:</u>	<u>Volume Feed</u>		<u>Estimated Annual Cost</u>
Ferric Chloride	24,705 gpd	\$	133,406 per year
Ferrous Chloride	39,803 gpd	\$	272,251 per year
Ferric Sulfate	22,665 gpd	\$	133,719 per year
Ferrous Sulfate	58,945 gpd	\$	394,930 per year
Caustic Soda	10,929 gpd	\$	59,889 per year
Hydrogen Peroxide	16,366 gpd	\$	149,415 per year
"Bioxide" Calcium Nitrate	19,615 gpd	\$	80,617 per year
"Aqua Hawk HSX" Calcium Nitrate	49,038 gpd	\$	246,657 per year

Actual from 2023-2024:

<u>Chemical:</u>	<u>Volume Delivered</u>		<u>Actual Annual Cost</u>
Quarter #4 - 2023	3,564 gal	\$	13,935 per year
Quarter #2	3,941 gal	\$	15,409 per year
Quarter #3	4,001 gal	\$	16,444 per year
Quarter #4	3,821 gal	\$	15,704 per year
Total:	15,327 gal	\$	61,492 per year



April 9, 2025

Robbie Malzahn
Village of Summit, Wisconsin
37100 Delafield Road
Summit, WI 53066

Eric Plantenberg
Account Manager
414-208-9200
eric.plantenberg@veolia.com

Dear Mr. Malzahn

Veolia Water Technologies & Solutions is pleased to present this quotation:

Part #	Description	Unit Price	Quantity	Total
7133472	PROSWEET OC2543 D3 DRUM	\$1,218.36	1	\$1,218.36

Pricing is in USD and includes freight. This excludes applicable taxes that may be applied at time of order entry. A Transportation Surcharge may be added to the pricing above. Returns require approval in writing from Veolia and are subject to a restocking fee. A \$100 single item fee can be avoided by ordering multiple drums, bags and/or pails containers at a time.

Thank you very much for your consideration. Please do not hesitate to contact me if you have any questions about this quotation. To place an order, please forward a purchase order to me referencing this quote.

Sincerely,

Eric Plantenberg
Account Manager

Please address purchase orders to the legal entity below:

Veolia WTS USA, Inc.
3600 Horizon Blvd
Treose, PA 19053

Proprietary Information

This document contains proprietary information about Veolia and is the property of Veolia. It is not to be disclosed, in whole or in part, to third parties without the express written authorization of Veolia. It shall not be duplicated, in whole or in part, for any purpose other than to evaluate the Veolia proposal and shall be returned upon request.

Terms and Conditions

All our sales are subject to our terms and conditions of sale printed on the final page attached.

This quotation is valid for 30 days from date listed above.

QQ – 1Q2024



Terms and Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solution business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, – together with the last proposal in order of time issued by the Seller – these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.
3. **Delivery.** All delivery designations are INCOTERMS 2010. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and section 8 of this Agreement, title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a material breach of this Agreement.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale of delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are Incoterms 2010 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, Additional terms and conditions shall be applicable and shall be provided by Seller.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission and are subject to a minimum 25% restocking fee. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.
10. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one



hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.
12. **Limitation on Liability.** Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.
13. **General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.
14. **Conflicts; No Third Party Beneficiary Rights.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.
15. **Assignment and Subcontracting.** To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or

services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

16. **Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
17. **Termination and Suspension.** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.
18. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. If the Agreement includes the sale of Goods and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this Section.
19. **U.S Government Contracts.** This Section 18 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 18 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.
20. **Miscellaneous.** No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

InSight Terms and Conditions

- Intellectual property.** Company shall not allow any third party to reverse engineer the equipment nor permit or otherwise grant any third party access to the equipment for such purpose.
- Use.** Company agrees to use the equipment only in accordance with Seller's instructions and shall only use Seller approved chemical products in connection with the equipment. To the extent that Company fails to do so, Company hereby agrees that any and all applicable warranties for the Services, including, but not limited to, any accuracy or performance guarantees shall be waived.
- Data Rights.** The parties acknowledge that in performance of the Services, Seller will be collecting data from Company relating to Company's processes, materials, equipment and other information ("Data"). Company hereby consents to the collection of such Data by the Seller. The following provisions will apply to Data.
- Network Interface.** Company will install and maintain any and all equipment, systems, software and network interfaces at, and provide telecommunications access to, its facilities as may be required to gather and communicate Data to Seller's monitoring systems in conformance with Seller's interface specifications. Company shall maintain its equipment, systems, software and network interfaces to ensure that there are no viruses, Trojan horses, tracking or other cookies, malware or any other harmful software embedded in or attached to Data or such equipment, systems, software or network interfaces that are accessed by or otherwise affect Seller's equipment, systems or software. Upon reasonable request by Seller, Company shall perform testing or audits to verify compliance with this paragraph.
- Custodian.** Seller will be custodian of the Data. Seller will store and maintain the Data in a secure manner and logically separate from data belonging to other customers consistent with industry standards. Data will be stored and maintained by Seller for a period of at least 1 year. Periodic back-ups of Data will be maintained as necessary for Seller to perform its obligations herein and in accordance with reasonable commercial practices. Seller may store such information in any location and in such a manner as it deems appropriate in its sole discretion in accordance with reasonable commercial practices.
- Seller Access.** Seller will restrict access to Data to those employees, agents and contractors of Seller with a need to know. In addition to accessing Data through computer terminals, such employees, agents and contractors may access Data through computer monitors disposed in monitoring laboratories or control rooms at sites operated by or on behalf of Seller. Access by such individuals on behalf of Seller to stored Data shall be controlled through individual user names and passwords consistent with Seller's information technology policies and procedures. Access by such individuals on behalf of Seller to displayed Data on monitors shall be restricted through controlled access or other reasonable security measures determined by Seller in its sole discretion.



7. **Company Access.** Seller may provide access to Company to Data during the period which Data is stored. For individual access, Company shall provide a request for authorization for each individual requesting such access. Authorized personnel of Company shall be issued a unique User ID and password that identifies and may be used by only a single user. All requests for access shall be through an officially approved and documented process of Company. Seller shall use reasonable commercial efforts to provide user access to Company in a timely manner. In the case that any employee or contractor no longer requires access or in the case where such employee or contractor is voluntarily or involuntarily terminated, Company shall notify Seller immediately at which time such User ID will be disabled and access terminated. Seller shall not be liable for any access by individuals based on whole or in part by the failure on the part of Company to provide timely notice of restrictions on or termination of access. Upon reasonable request by Company and to the extent technically feasible or practical, copies of some or all of Company's Data shall be transferred to Company pursuant to mutually agreed upon protocols, procedures and schedules. Moreover, reports that summarize Data may be developed from time to time and provided to Company. Seller shall be compensated on a time and materials basis for any such transfer or report generation. Company or Seller may develop applications for accessing Data from mobile devices. Additional user identification and secure login information may be required by Seller. Seller shall use reasonable commercial efforts to ensure that mobile access to Data is secure. However, Company acknowledges that much of wireless network security is controlled by 3rd party carriers or network vendors and Seller shall not be liable for any security breaches based in whole or in part on services provided by such 3rd parties.
8. **Security / Unauthorized Access.** Company shall not reverse engineer, hack, access or attempt to access, or have anyone do so on its behalf, any data, systems, programming, or any other information maintained by Seller. In addition, Company or those acting on Company's behalf shall not develop or insert into any of Seller's systems, networks or data any back-door access, viruses, Trojan horses, tracking or other cookies, malware or any other unauthorized software.
9. **Rights to Use Data.** Company shall have unlimited rights to use the Data for any purposes not inconsistent with this Agreement. Seller may use the Data (1) for any and all purposes in furtherance of this Agreement; (2) for internal research and development purposes; and (3) in the aggregate for statistical and other analysis, provided that in the case of (3) above, no information identifying Company shall be associated with such analysis. Seller may share Data with its affiliates, including its affiliates in other countries, for the purposes described above.

TrueSense Terms and Conditions

1. **Additional Terms and Conditions.** These Additional Terms and Conditions contained herein shall apply in addition to Terms and Conditions of Sale and collectively shall form the exclusive terms whereby Buyer agrees to purchase and Seller agrees to provide these Services. To the extent that these Additional Terms and Conditions conflict with the Terms of Conditions of Sale, these Additional Terms and Conditions shall control.
2. **Description of Services.** The Services constitute and include the provision of TrueSense Online Chemistry Monitor(s), the startup and commission of such equipment, ongoing equipment maintenance and services as further described in Seller's Proposal.
3. **Equipment, Start up and Commission, Title.** The equipment to be provided in connection with the Services shall include (i) a TrueSense monitor(s) and (ii) related peripheral equipment as described in Seller's Proposal. Seller shall be responsible for startup and commission the equipment as outlined in the Proposal and subject to Buyer's fulfillment of Buyer's Responsibilities as set forth herein. Unless otherwise agreed upon by the Seller and Buyer, Seller shall be responsible for all routine, preventative maintenance on the equipment. Seller shall possess the right to change, exchange, upgrade, or replace the equipment (or any part thereof or peripheral therefore) at its sole discretion. Seller shall retain beneficial ownership and title to the equipment and any other Seller supplied parts, inventory, and other assets utilized by Seller or made available to Buyer in connection with the Services. Buyer shall be obligated to keep equipment free from any liens, claims, or encumbrances and shall not make or cause any changes or alterations in or to the equipment or remove any parts, accessories, attachments, or other equipment therefrom. Buyer agrees to any provide assistance as may be reasonably necessary to enable Seller to perfect a security interest in the equipment and Buyer, upon Seller's request, shall provide Seller a guarantee for such equipment. Upon expiration or termination of this Agreement or failure by Buyer to fulfill any of Buyer's Responsibilities described herein, Seller shall have the right to disconnect and remove the equipment, including any peripheral related thereto, installed by Seller and Buyer shall provide to Seller, or cause to be provided to Seller, access to the equipment for such purpose.
4. **Buyer's Responsibilities.** As a condition precedent to Seller's start up and commission of the equipment, Buyer shall, without cost to Seller, hereby agrees to (i) provide a location at the Buyer's facility suitable for the startup and commission of the equipment; (ii) provide all fixtures, fittings, electricity and other specified items required for startup and commission; (iii) provide influent water of the quality and type described in this Proposal, or an attached exhibit, at the pressure and at the flow rate required by Seller; (iv) provide reasonable access to and security for the equipment; (v) provide all necessary utilities to operate the equipment; (vi) provide/possess all necessary licenses and permits required for the startup and commission and operation of the equipment required for this service. Should Buyer fail to fulfill any of the conditions set forth above, Seller shall be under no obligation to either install the equipment or allow its continued use by Buyer.
5. **Intellectual Property.** Buyer shall not allow any third party to reverse engineer the equipment nor permit or otherwise grant any third party access to the equipment for such purpose.
6. **Use.** Buyer agrees to use the equipment only in accordance with Seller's instructions and shall only use Seller approved products in connection with the equipment. To the extent that Buyer fails to do so, Buyer hereby agrees that any and all applicable warranties for the Services, including, but not limited to, any accuracy or performance guarantees as may be provided for in Seller's Proposal if applicable, shall be waived.



Building a Better World
for All of Us®

MEMORANDUM

TO: Summit Utility District No. 2
FROM: Robbie Malzahn, PE
DATE: March 20, 2025
RE: TITUS Twister Mixing Aerator - Chemical Treatment Alternative
SEH No. 158569 14.00

Purpose:

The purpose of this memo is to provide an overview of the TITUS Twister Mixing Aerator, as recommended by William Reid (wastewater equipment supplier). The TITUS Twister is an alternative option to Bioxide chemical treatment, used to minimize hydrogen sulfide (H₂S) odors, F.O.G. (fats, oils, and grease), corrosion and ragging in wastewater collection.

On January 12th, William Reid and the TITUS (manufacturer) presented information on this topic at the SEH-Delafield office. Since then, we have had a few conversations with William Reid and TITUS trying to fully understand the feasibility of eliminating chemical treatment, constructability and pricing.

System:

This is a mechanical system that uses a mixing aerator to effectively add diffused air or ozone into the liquid live storage at lift station wet wells. Below are the pros and cons of the system:

Pros:

- Reduces or eliminates the use of chemical treatment.
- Reduces or eliminates wet well odor.
- Reduces corrosion to wet well and other system components.
- Easy installation: System is designed for straightforward installation and integration into existing wastewater treatment infrastructures.
- Cost-effectiveness: With relatively low operational and maintenance costs, this solution offers an economical option for wastewater facilities.

Cons:

- Investment: Upfront capital costs to install the system.
- Mixing aerator runs continuously.
- Potential noise issues could be a concern for facilities located near residential areas.
- Regular maintenance (weekly) of ozone generator is essential to ensure optimal performance which may require specialized knowledge or training.
- In environments with high solids content, the aerator may be susceptible to clogging which could reduce its efficiency and necessitate more frequent cleaning.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Pricing:

William Reid provided a price quote for three TITUS Twister Mixing Aerator systems for application at the Lift Stations No. 2, 3, and 5. The system is capable of handling flows at each separate lift stations. In addition, William Reid provided us with a rough estimate for installation costs. The Village would be responsible for hiring an electrical contractor to run a 110v power line from the breaker box in the pumphouse to the to the unit.

The breakdown of the anticipated costs for the project are as follows:

<u>Project Activity</u>	<u>Anticipated Costs</u>
TITUS Twister Mixing Aerator – 3 Units (William Reid)	\$129,750
Installation of Equipment at 3 Lift Stations (William Reid)	\$22,000
Install Electrical Supply (110v) to Unit at 3 Lift Stations (Local Electrical Contractor)	\$7,500
Contingency (~10%)	\$16,000
SEH/ASI Coordination for Installation (~5%)	\$8,000
<u>Total</u>	<u>\$183,250</u>

Maintenance activities include cleaning the ozone unit on a weekly basis. This would be an activity that ASI could complete when on-site each week; TITUS reports that it takes like 20-minutes. A diligent cleaning frequency is what maintains the unit. If good housekeeping is performed the unit should last around 3-5 years. Another activity will be to replace the membrane diffuser on an annual basis.

The breakdown of the anticipated maintenance costs for the project are as follows:

Maintenance Components

Replacement Ozone Generator & Power Supply (William Reid)	\$1,270
Replacement EPDM Membrane Diffuser (William Reid)	\$950

Conclusion:

Overall, the research and information provided by TITUS and William Reid on the Twister Mixing Aerator demonstrates its potential as an effective and economical option for combating the effects of H2S. William Reid reports that the elimination of chemical treatment depends on two factors: distance and cleanliness of the downstream force main. William Reid also mentioned that they have historically seen a 90% reduction of residual sulfide with force mains approximately 2-miles downstream. Currently, the Utility District No. 2 spends around \$66K annually on Bioxide chemical treatment. Looking at the pricing and feasibility of the system, the system could realistically pay for itself in under five years.

RWM

Enclosure: TITUS Twister Mixing Aerator Brochure
William Reid Quote for TITUS Twister Mixing Aerator

TITUS TWISTER[®] MIXING AERATOR

CHEMICAL FREE ODOR, F.O.G. & RAGGING CONTROL



PATENTS
US9533900
CA2909759A1

TITUSWWS.COM | 877.582.9899



TITUS
WASTEWATER SOLUTIONS, INC.

THE CHALLENGES

ODOR • F.O.G. • CORROSION • RAGGING

High levels of hydrogen sulfide (H₂S) gasses, acids, and other chemicals produced from untreated municipal and industrial wastewater can cause odors, corrosion and other safety concerns, as well as costly maintenance, repairs, and replacements of equipment.

Also, F.O.G. (fats, oils, and greases), inorganic solids, pharmaceuticals, and waterborne pathogens will impact the overall "health" of your collection systems.

Problematic waste streams from breweries, restaurants, food processing plants, and industrial discharges create challenges to entire collection systems and wastewater treatment plants.

THE SOLUTION

The TITUS Twister provides chemical-free, effective mixing, mechanical breakdown of solids and the proper aerobic conditions for wastewater pre-treatment.

Our unique patented design includes:

- AirLift technology
- Perforated membrane diffuser
- HDPE blades
- Stainless steel components
- High quality regenerative blowers
- Protective enclosures
- Optional ozone generator systems



THE BOTTOM LINE

Twister systems are the next generation of mixing and aeration for your wastewater applications.

The TITUS Twister employs our passion, experience, and patented cutting-edge technology to deliver superior results, for lower costs, and less effort.

Twister systems are also pre-engineered, meaning technical support, sizing, and specifications are available and easy to apply to projects.

What sets us apart:

- Provides greater aeration *and* more effective mixing
- Eliminates odors without use of chemicals
- Designed and manufactured for durability
- Easy to install and operate (up and running in as little as an hour)
- Requires less maintenance than comparable solutions
- Provides tremendous and demonstrable savings in time and costs
- TITUS Twisters are available as Diffused Air Only or Ozone Enhanced systems



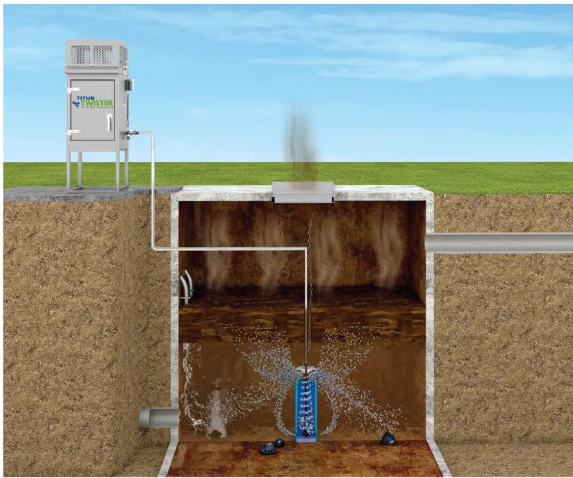
AERATION ELEVATED

SPECIFY TITUS TWISTER TO GET THE JOB DONE

TITUS Twister Diffused Air Models

For F.O.G., Ragging and moderate odor challenges

The **TITUS Twister Diffused Air** models are designed to resolve moderate odors, eliminate F.O.G., and prevent ragging and blockages. Streamlined designs make it easy to size, specify and install. Standard Twister heads, regenerative blowers, and a variety of enclosures are readily available. Installation, operation and maintenance are straightforward and simplified.



TITUS Twister Ozone Enhanced TT-Series

For F.O.G., Ragging and extreme odor challenges

The **TITUS Twister TT-Series** models are the perfect solution for applications with extreme or varying odor issues. TT-Series systems are capable of providing ozone output ranging from 10gph (grams per hour) to 40gph. These ozone enhanced systems include Primary Modules, which are adjustable; and Secondary Modules, which provide additional ozone as needed.

ENCLOSURE OPTIONS



FIBERGLASS



ALUMINUM



STAINLESS STEEL

AIR SOURCE CONNECTION OPTIONS



EPDM HOSE



STAINLESS STEEL HARDDIPIED

TESTIMONIALS

“For 13 years we have been searching for ways to control odor and FOG, other than chemicals and costly carbon scrubbers. Since installing a TITUS Twister our odors and FOG are gone!”

T. Bybee, Supervisor, Yuba City

“The smell is gone! Thank you to those who made the decision to create a plan and execute it, using a TITUS Twister, eliminating the stench in our neighborhood!”

M. Testerman, Resident, Bend OR

TITUS® TWISTER® MIXING AERATOR

APPLICATIONS

Pump Stations
Lift Stations
Wet Wells
Pretreatment Manholes
Wastewater Treatment Plants
Decentralized Wastewater Systems
Other locations requiring efficient aeration and/or mixing

ADVANTAGES

Reduces odors
Resolves fat, oil and grease issues
Prevents ragging and blockages
Decreases corrosion
Keeps solids suspended
Easy to install, operate, and maintain
Eliminates or reduces the need for chemicals
Extends life cycle of pumps and equipment



PATENTED TITUS TWISTER TECHNOLOGY

1. Air is generated by a properly sized, regenerative blower located in the enclosure.
2. The air is delivered via EPDM hose or stainless steel piping down through the manifold. For enhanced odor control, ozone may be introduced to the water column during this stage of the process.
3. Air exits the manifold through narrow perforations in the membrane diffuser, creating fine air bubbles that transfer oxygen into the liquid.
4. A vortex and air lift column is created within the barrel which forces liquid and solid materials to draw up into the static HDPE shear blades and flow deflector plate. Solids are broken up and directed back into the cycle.
5. Liquid and solid materials are continuously drawn in through the ports located at the bottom of the barrel, resulting in constant suspension of materials within the structure.



MANUFACTURED BY
TITUS®
THE NEXT GENERATION OF WASTEWATER SOLUTIONS



TITUSWWS.COM • 877.582.9899



Proposal

Date: March 4, 2025

Quotation valid until: April 3, 2025

Prepared for: Steve Yoss

Prepared by: **Brandon Mancilla**

Short Elliott Hendrickson, Inc.

414.949.8954 direct | 414.305.0063 cell

Email: syoss@sehinc.com

Quotation Number: 030425 BJM

Village of Summit Utility Sanitary District #1

Project Reference: H2S Mitigation

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
3	TT20_3HP_3PH_SS_24 TITUS Twister Mixing Aerator, Ozone Enhanced, 8" x 24" head high Head, 3hp Blower (240 VAC 3-phase), Stainless Steel Enclosure, Control Panel, Disconnects, Ozone Generator complete with Primary Module (Adjustable up to 10gph) and Secondary Module (as back up or to provide additional 20gph). Required 2" Stainless Steel pipe from enclosure to head NOT included.	43,250.00
1	Replacment Ozone Generator Cree Module & Power Supply (10gph) fo TT20 System	1,270.00
1	EPDM Membrane Diffuser	950.00
1	Standard (1) Year Warranty on all parts outside of Ozone Generator, this is (6) Months. The life span of the Ozone Generator is heavily dependnet on cleaning, relative to the lamps. Cleaing should be a weekly occurance lasting no more than 20 mins. There is redundancy in the Ozone Generation system.	
1	Installtion Services of (3) (Rough Estimate) Assumes the following will need to take place; -Pouring of a 4' x 4' Concrete Pad -2" Stainless Steel Pipe from Titus Unit to submersible mixer. -(2) Guys (2) Days onsite. -Start-Up Services, provided by William Reid	22,000.00
Total Price		\$153,970.00

TERMS: See attached sheet for detailed terms and conditions.

FREIGHT: F.O.B. Shipping Point, with Freight Allowed to the Jobsite.

START-UP: 1 day(s) of start up services are included. Any additional will be billed at our standard rate.

TAXES: ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.

SUBMITTALS: N/A weeks after receipt of order.

DELIVERY: 4 to 6 weeks after approval and authorization to proceed.

DURATION: After 30 days, we reserve the right to review, amend, or withdrawal this proposal.

Respectfully submitted,
Brandon Mancilla

Orders should be sent to: sales@williamreidltd.com



WILLIAM/REID

A DIVISION OF GASVODA & ASSOCIATES

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

AUTHORIZATION TO PROCEED :

Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

BILL TO: _____ SHIP TO: _____

E-MAIL ADDRESS FOR INVOICES: _____ TAGGING: _____
_____ PO #: _____

ORDER CONTACT: _____ SITE CONTACT: _____
PHONE: _____ SITE PHONE: _____

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED: _____
Authorized Signature

PRINT NAME: _____

TITLE: _____

DATE: _____

SPECIAL INSTRUCTIONS: _____



WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.
2. Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:
 - A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.
 - B) 10% of remaining net order total due at time of release to production with no retainage allowed.
 - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.
Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.
 - D) A 3.5% processing fee will be added to payments made by credit card.

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.