

# TOWN OF STONINGTON

152 Elm Street • Stonington, Connecticut 06378

BOARD OF FINANCE SPECIAL MEETING

Thursday, May 04, 2023

District Office Board Room

40 Field Street, Pawcatuck, CT

7:15 PM

Call to order

Pledge of Allegiance

Comments from the Public

Approval of Previous Minutes

- 04/05/23 Minutes

New Business

Line-Item Transfer Requests:

- Request from Town Engineer to transfer \$247,485 and \$87,838, from ARPA Town Hall drainage project and ARPA contingency account, respectively, to ARPA Town Hall HVAC project.
- Request from Town Engineer to transfer a total of \$226,112.50 from various defunct CIP accounts, to "Town Hall HVAC" project CIP a/c#4022023-88346, to fully fund the Town Hall HVAC project.
- Request from Deputy Chief of Police to transfer \$48,000.00 from Highway "Snow Plowing Labor" account #10151-80240 to Police Dept account #10161-80522 "Building Maintenance" to fund the buildout of the new EOC center at the PD.
- Request from First Selectman to transfer \$33,702 from Highway department "Snow Removal Materials" account to the Donahue Park Security Lighting CIP project to fund the installation of six lighting projects in and around Donahue Park.

Bid Waiver Requests:

- Request from WPCA Director for a bid waiver to purchase a new Magnetite Recovery Drum from Evoqua Water Technologies, for \$77,965.46. This is a specialty item with only one supplier.

Appointment of Auditor:

- Request from Director of Finance to appoint O'Connor Davies as auditor for fiscal 22/23 audit.

Correspondence: (none)

Liaison Reports

- CIP Liaison Report
- WPCA Liaison Report
- BOE Liaison Report
- Other Liaison Reports

Adjourn

RECEIVED FOR RECORD  
STONINGTON, CT.

23 MAY -3 PM 2:58

SALLY DUPLICE  
TOWN CLERK

**TOWN OF STONINGTON**  
**BOARD OF FINANCE MEETING**  
**Stonington Police Department Meeting Room**  
**Wednesday, April 05, 2023**  
**7:15 PM**

A meeting of the Board of Finance was held on this date at the Stonington Police Department Meeting Room. Members present were Lynn Young, Michael Fauerbach, Deborah Norman, Bob Statchen, Chris Johnson, Lynn Young, and Chairman Tim O'Brien. Brian Bentz was not in attendance.

Mr. O'Brien called the meeting to order at 7:20 pm.

Public Comments: No comments from the public.

Previous Minutes: The Chairman requested a motion to approve the February 22, 2023, meeting minutes. Ms. Young motioned, and Mr. Johnson seconded it. The Chairman asked members for any discussion or corrections pertaining to the minutes. Mr. Fauerbach indicated that he would like a line added to the minutes under the WPCA budget presentation, reflecting the Board's request that the WPCA Director provide the Board with 4 years of WPCA operating financial statements during budget presentations in the future. The Chairman called for a vote to approve the minutes, and the motion was unanimously approved.

Line-item Transfer Requests

Peter Anderson, the BOE Facilities Director, requested the Board approve two-line item transfers. The first is for a transfer of \$8,146.37 from the BOE CIP account "Kitchen Equipment" to the BOE general appropriation line to fund the purchase of refrigerators for the Home Economics class. The surplus in the account was a result of the kitchen equipment coming in below budget. The second is for a transfer of \$11,350.00 from the "Artificial Turf Replacement" account to the "track repair" account, to paint new lines on the track, that have faded. The Chairman called for a motion to approve the two line-item transfer requests. Mr. Statchen motioned, and Ms. Norman seconded the motion. The Chairman requested a vote, and the line-item transfers were passed unanimously.

The Director of Finance requested a line-item transfer of the surplus in two police CIP accounts to a third account, totaling \$21,400, to fund the purchase of license plate reader cameras and related service contract. The Chairman asked for a motion to approve the line-item transfer, Mr. Fauerbach motioned, and Ms. Norman seconded the motion. Deputy Chief Olson explained that there was enough money in the CIP camera account without requiring the transfer of funds. In light of that information, the Director of Finance requested the motion be voted down. The Chairman called for a vote, and the motion failed unanimously. The Board went on further to

endorse the use of the "Police Facility Camera" CIP account to fund the purchase of the license plate reader cameras.

#### Approval of the 2023 Tax Collector's Suspense Listing

The Chairman requested a motion to approve the 2023 Tax Collector's Suspense Listing as presented. The Chairman called for a motion to approve the listing, Ms. Young motioned, Mr. Fauerbach seconded. The Chairman called for discussion. Several Board Members inquired as to why these accounts are being suspended. Mr. Sullivan explained that this list represents uncollectible accounts, that could not be collected even if they were sent to collections, for various reasons. The Chairman called for a vote; the request was passed unanimously.

Ms. Norman commented that in one of the sentences on the suspense listing, the line read, "Gentlemen: The following list of uncollectible uncollected taxes for transfer to the suspense tax book is respectfully submitted for your examination and approval". She noted that this sentence presupposes that all the Members of the Board are men. If possible, she would like to have that sentence changed to something more neutral such as "Members". The Director of Finance said he would look into whether or not the language could be changed, or whether it is a mandated state form.

#### Liaison Reports

Highway Department Liaison Report: The Chairman noted that the interviewing process for the Director of Public Works is continuing, and based on the interviews held to date, he is optimistic that the position will be filled shortly.

Not for Profit Liaison Report: Ms. Young expressed her thought, that someone from the Board of Finance, should follow up with the Pawcatuck Neighborhood Center (PNC), about the PNC allowing a representative from the Town to join the PNC's board of directors, and that with the amount of funding that the Town provides to the PNC, the Town should have some say and oversight of how the Center is run and managed.

The Chairman called for a motion to adjourn the meeting. Ms. Young motioned, and Mr. Statchen seconded. The motion passed unanimously, and the meeting was adjourned at 7:38 pm.

Respectfully submitted,

James Sullivan  
Director of Finance

# TOWN OF STONINGTON

Public Works Department  
152 Elm Street  
Stonington, Connecticut 06378  
(860) 535-5055 • Fax (860) 535-1023

TO: Board of Finance

FROM: Christopher Greenlaw, PE, Town Engineer  
Tom Curioso, Deputy Director of Public Works

DATE: April 24th, 2023

SUBJECT: ARPA Fund and CIP Transfer Requests

## SUMMARY

The Department of Public Works received one (1) bid for our Town Hall HVAC Phase I Improvement bid on April 6<sup>th</sup>, 2023. This construction project includes the installation of (2) new gas fired boilers, fan coil unit installation throughout the building and electrical room upgrade. The low (and sole) bid was to All State Construction, Inc. for the amount of \$2,039,896. Please note, this "sole" bid total is in excess of the anticipated project estimate.

## REQUESTS(S):

The Department of Public Works is requesting the transfer of the ARPA "Contingency" account (\$87,838) and ARPA - Town Hall Drainage account (\$247,485) to help cover the additional cost and contingency allowance (refer to attached sheet entitled: "Line-Item Budget Transfer Request". This authorization for additional ARPA funding of \$335,323.00 is required to help fully fund the Town Hall HVAC Phase I Improvements.

In addition to the additional ARPA funding noted above, we are also requesting the transfer of an additional \$226,112.50 of defunct CIP projects to the Town Hall HVAC CIP project line-item, which would fully fund the project as well as provide for a contingency of \$238,000.







## Stonington Police Department

173 South Broad Street | Pawcatuck, CT 06379

Deputy Chief Todd Olson

### Stonington Police Facility Temporary Finance Department Offices Project

The Stonington Police Department has been in the planning stages of converting the second floor 1300 sq ft. "future expansion room" into a permanent Stonington Emergency Operations Center / Training room. Architect Paul Larson has provided the design for the room so that it is suitable for all intended uses. The plans call for polishing the existing concrete floor, installing a drop ceiling, and constructing several walls that create two offices and a small storage room (see plans). We have slightly switched gears to expedite the basic construction portions of the project to accommodate temporary offices for the finance department while work is done at the town hall. We will be seeking grants to outfit the room as an EOC. The approximate cost of the basic construction to make the room suitable for the finance department would be approximately \$50,000 which includes a small contingency. A Stonington commercial building permit has been issued #BC-23-22.

#### Costs:

\$12,000. Polished floors and crack repair (Pro-Polish) In Progress

\$14,500. Wall construction & drop ceiling (Paul Chase)

\$8,500. Electrical & lighting (Century Electric)

\$5,000. Security control & networking (DEF)

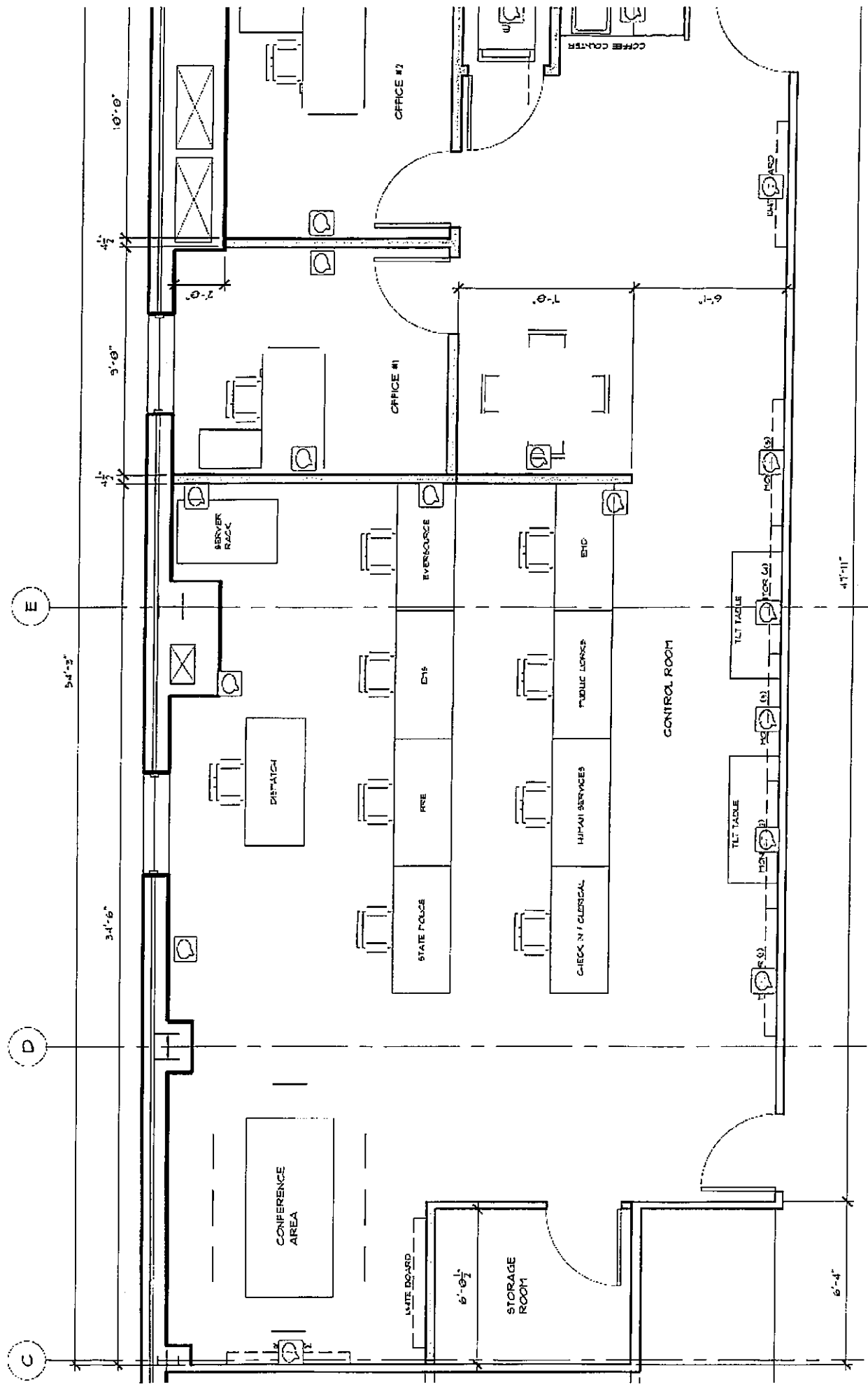
\$3,500. Turning sprinkler heads down and aligning with a drop ceiling (Bruce White)

\$4,500. Tying in existing ductwork to drop the ceiling (New England Mechanical)

*Contractors are on standby as we are trying to expedite the work so that the room will be available when the finance department needs it.*

Thank you,

Deputy Chief Todd Olson / Project Manager



**PROPOSED STORAGE ROOM FLOOR PLAN**  
03-16-2023

NOTES:  
1) NEW WALLS SHOWN SHADED  
2) ALL DIMENSION ARE PLUS OR MINUS

ARCHITECT. A.I.A.

891

COM





TOWN OF STONINGTON  
 FISCAL 2023-2023  
 LINE ITEM BUDGET TRANSFER REQUEST

ACCOUNT NUMBER (ORG-OBJECT)	ACCOUNT NAME	TO (INCREASE)	FROM (DECREASE)	COMMENTS
10161-80522	Building Maintenance	48,000.00		
10151-80240	Snow Removal Labor		48,000.00	
		48,000.00	48,000.00	columns must equal

JUSTIFICATION

See attached memo.

Requested by:

Todd Olson  
 Name  
 Deputy Police Chief  
 Department Head

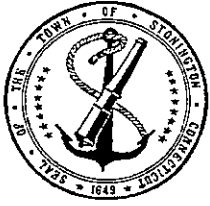
4/21/2023  
 Date  
  
 Director of Finance Approval

Following to be completed by Finance Department:

Approved  
  
 First Selectman  
 Date 4/16/23

Approved  
 Board of Finance  
 Meeting Date 5/3/2023  
 Meeting Date

RECEIVED BY FINANCE:  
 JOURNAL ENTRY NUMBER



# TOWN OF STONINGTON

SELECTMAN'S OFFICE  
DANIELLE CHESEBROUGH  
FIRST SELECTMAN

152 Elm Street • Stonington, Connecticut 06378  
(860) 535-5050 • Fax (860) 535-1046

May 2, 2023

Board of Finance  
152 Elm Street  
Stonington, CT 06378

Dear Members of the Board:

The beautification committee has been working to enhance lighting in downtown Pawcatuck for years. Their due diligence, passion and research has brought us to this point. We now have a quote for six separate lighting projects that will include Donahue Park, public spaces near the Amtrak bridge, and the entrance to Donahue Park from Route One. The Stonington Police Department and Department of Public Works have also lent their knowledge and support to these projects.

The First Selectmen, in partnership with the Beautification Committee and Human Services, are requesting \$33,702.00 for these projects. If funded, these projects will be completed over the coming months, with support from Public Works. So, at this time we are requesting a transfer of \$33,702.00 from the Snow Removal Materials account #10151-80241, to the existing Donahue Park Security Lighting CIP project, account #402022-88352, which was funded at \$1.00 in the 21/22 CIP budget.

We would appreciate the Board of Finance approval of this line-item transfer request so we can begin this work and ensure it can be done as efficiently as possible.

Respectfully,

Danielle Chesebrough  
First Selectman



135 TAUGWONK ROAD  
STONINGTON, CT 06378  
TEL 860-535-1233  
FAX 860-535-8599  
www.sselectricllc.com  
Email: pete@sselectricllc.com

## PROPOSAL

**Date:** March 1, 2023

**Submitted To:** Town of Stonington  
152 Elm Street  
Stonington, CT 06378

**Job Location:** Donahue Park  
Pawcatuck, CT

**Job Description:** Add 1 pole light in Donahue Park

**To include the following:**

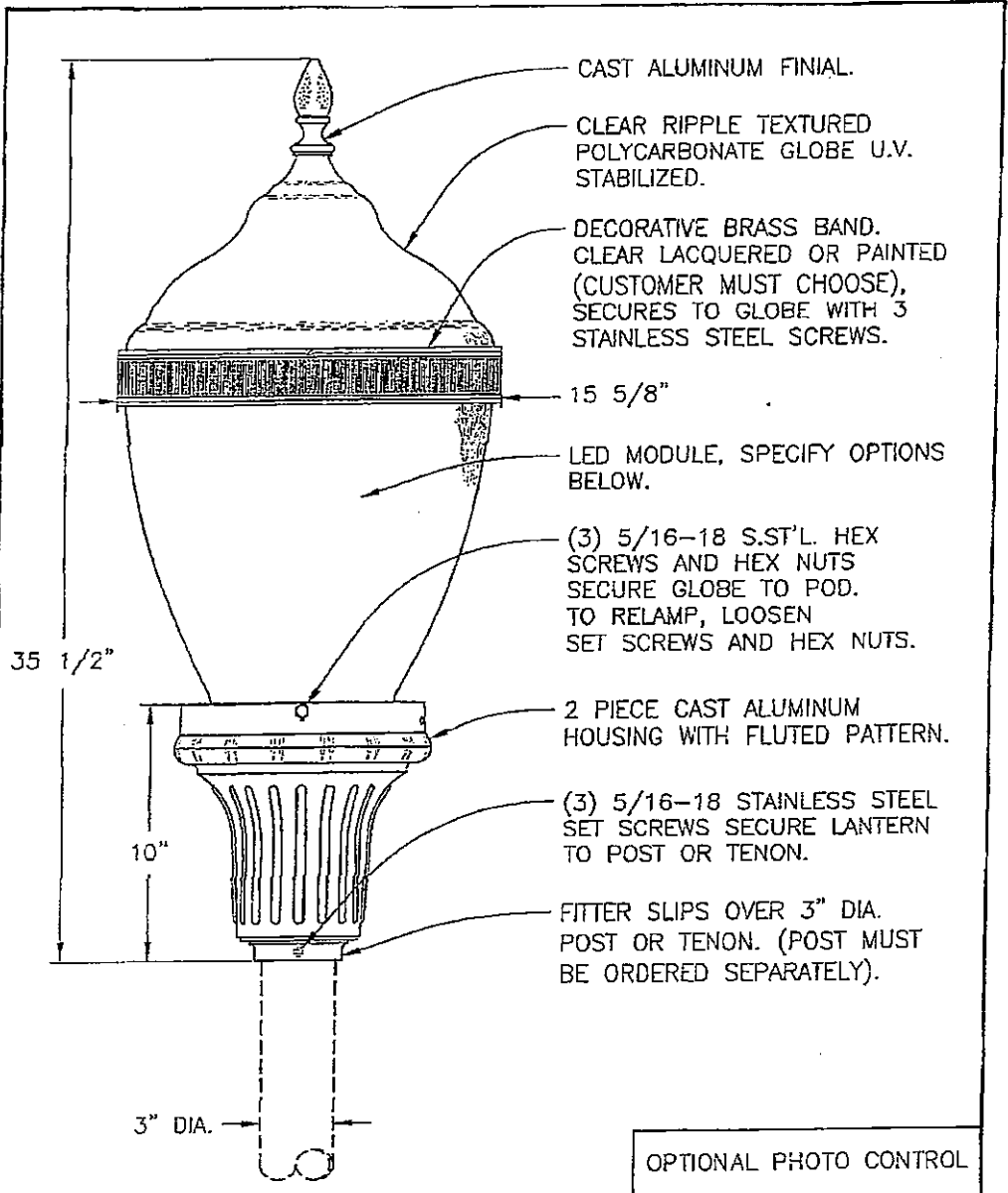
1. Install 1 Hanover 308-12 and Hanover 3171LED top at the south end of the park in the grassy area
2. This pole light will be fed from the existing pole lights
3. Install PVC conduit and wiring between pole lights
4. Excavation, backfill and concrete base will be by Public Works

**Total labor and material:**

**\$ 8,680.00**

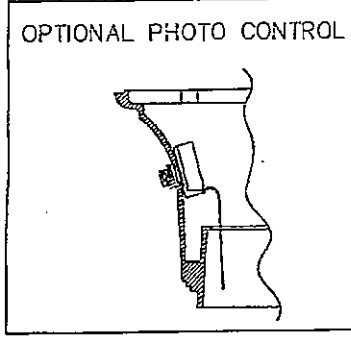
Sincerely submitted,

  
Pete Stajduhar  
President



LED OPTIONS:

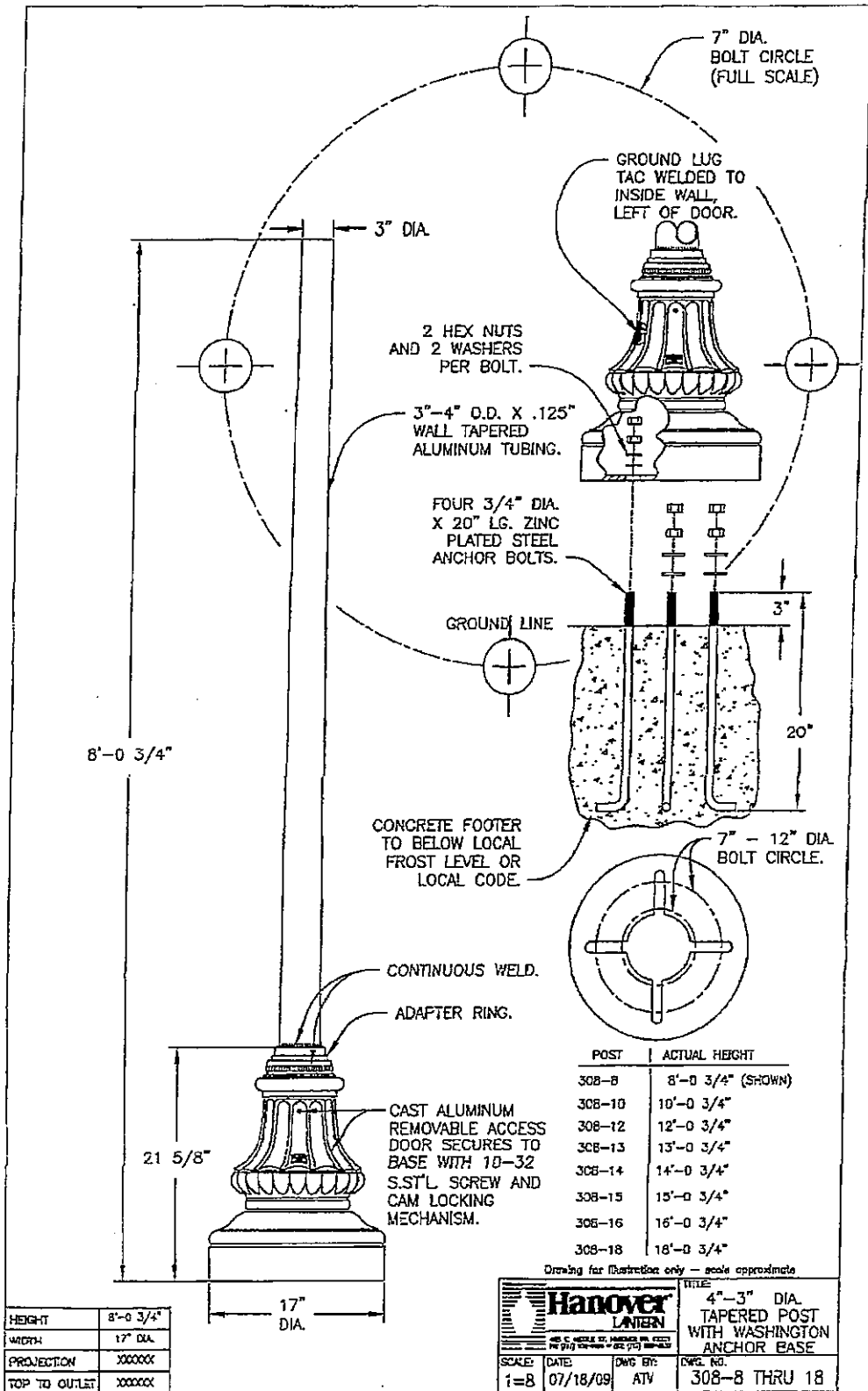
WATTAGE	COLOR TEMP.	DISTRIBUTION
_35W	_2700K	_TYPE III
_45W	_3000K	_TYPE V
_55W	_4000K	
	_5000K	



EPA: 1.96 (EFFECTIVE PROJECTED AREA).  
 LANTERN WILL BE PREWIRED AND TESTED.  
 ALL ELECTRICAL COMPONENTS ARE U.L. LISTED.  
 ALL MOUNTING HARDWARE SUPPLIED.

Drawing for illustration only - scale approximate

		TITLE <b>"GROSSE POINTE"</b> 3100 SERIES LED POST TOP LANTERN	
SCALE	DATE	DWG. BY:	CWG. NO.
B4	02/23/22	ATV	3171LED

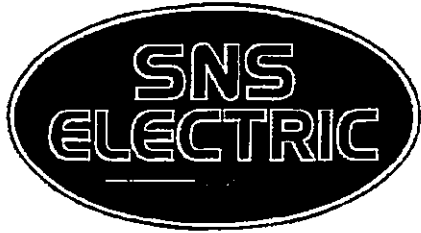


POST	ACTUAL HEIGHT
308-8	8'-0 3/4" (SHOWN)
308-10	10'-0 3/4"
308-12	12'-0 3/4"
308-13	13'-0 3/4"
308-14	14'-0 3/4"
308-15	15'-0 3/4"
308-16	16'-0 3/4"
308-18	18'-0 3/4"

Drawing for illustration only - scale approximate

HEIGHT	8'-0 3/4"
WIDTH	17" DIA.
PROJECTION	XXXXXX
TOP TO OUTLET	XXXXXX

		TITLE	
		4"-3" DIA. TAPERED POST WITH WASHINGTON ANCHOR BASE	
SCALE: 1=8	DATE: 07/18/09	DWG. BY: ATV	DWG. NO. 308-8 THRU 18



135 TAUGWONK ROAD  
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TEL 860-535-1233  
FAX 860-535-8599  
www.snselectricllc.com  
Email: pete@snselectricllc.com

## PROPOSAL

**Date:** March 1, 2023

**Submitted To:** Town of Stonington  
152 Elm Street  
Stonington, CT 06378

**Job Location:** Entrance to Donahue Park  
Route 1  
Pawcatuck, CT

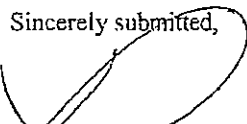
**Job Description:** Install 7 LED bollard lights along walkway from Route 1 to Donahue Park

**To include the following:**

1. Install 7- RAB BLED10Y LED bollard lights in landscaping along walkway from Route 1 to Donahue Park
2. Install PVC conduit and wiring between bollard lights
3. The bollard lighting will be fed from the circuit that was run for Starry Night
4. The bollard lighting will be controlled by a time clock
5. Excavation, backfill and the concrete bases will be by Public Works

**Total labor and material:** \$ 7,520.00

Sincerely submitted,

  
Pete Stajdohar  
President



Project:

Type:

Prepared By:

Date:

42" high rectangular Bollard with (1) 10 Watt (equivalent to a 70 Watt HPS) LED fixture for low level lighting applications. Great for pathway lighting! IESNA Full Cutoff, Fully Shielded optics. 5-year, no-compromise warranty.

Color: Bronze

Weight: 15.1 lbs

**Driver Info**

Type	Constant Current
120V	0.09A
208V	0.05A
240V	0.05A
277V	0.04A
Input Watts	12.1W

**LED Info**

Watts	10W
Color Temp	3000K (Warm)
Color Accuracy	7: CRI
L70 Lifespan	100,000 Hours
Lumens	1,297 lm
Efficacy	107.2 lm/W

**Technical Specifications**

**Compliance**

**UL Listed:**

Suitable for wet locations

**IESNA LM-79 & LM-80 Testing:**

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80

**Dark Sky Conformance:**

Conforms to (allows for conformance to) the requirements for the IESNA's "Fixture Seal of Approval" as of March 1, 2016.

**Performance**

**Lifespan:**

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

**Wattage Equivalency:**

Equivalent to 32W CFL

**Electrical**

**Driver:**

Constant Current, Class 2, 120-277V, 50/60Hz, 120V: 0.09A, 208V: 0.05A, 240V: 0.05A, 277V 0.04A

**Dimming Driver:**

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

**THD:**

6.51% at 120V, 13.57% at 277V

**Power Factor:**

99% at 120V, 90.6% at 277V

**Construction**

**Junction Box:**

Junction Box Not Included

**Cold Weather Starting:**

The minimum starting temperature is -40°C (-40°F)

**Maximum Ambient Temperature:**

Suitable for use in up to 40°C (104°F)

**Housing:**

Precision die-cast aluminum housing, lens frame

**Mounting:**

42" Bollard

**Technical Specifications (continued)**

**Construction**

**Gaskets:**

High-temperature silicone

**Finish:**

Formulated for high durability and long-lasting color

**Anchor Bolt:**

The anchor bolts for the BLED's have the following dimensions 1/2 - 13 x 12 1/4" long with 2 3/4" hook. [Available online in pdf file.](#)

**Green Technology:**

Mercury and UV free. RoHS-compliant components.

**Other**

**Patents:**

The design of the BLED is protected by patents in Canada Pat. 135,163, U.S. Pat. D599,050 and patents pending in China and Taiwan.

**Warranty:**

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

**Buy American Act Compliance:**

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

**LED Characteristics**

**Lumen Maintenance:**

The LED will deliver 70% of its initial lumens at 100,000 hours of operation

**Color Consistency:**

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

**Color Stability:**

LED color temperature is warranted to shift no more than 200K in color temperature over a 5-year period

**Color Uniformity:**

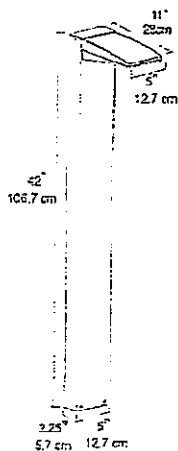
RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

**Optical**

**BUG Rating:**

B0 U0 G0

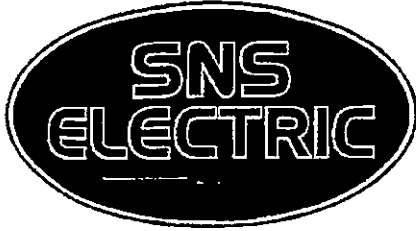
**Dimensions**



**Features**

- High output LED
- 100,000-hour life
- Superior heat sinking with die cast aluminum housing
- Meets ADA requirements
- Cutting-edge, heat-dissipating design
- 5-Year, No Compromise Warranty





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## PROPOSAL

**Date:** March 1, 2023

**Submitted To:** Town of Stonington  
152 Elm Street  
Stonington, CT 06378

**Job Location:** Donahue Park  
Pawcatuck, CT

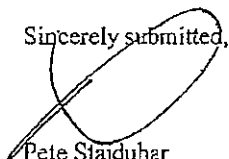
**Job Description:** Install commercial 200 clear Christmas mini lights on the 6 trees in Donahue Park

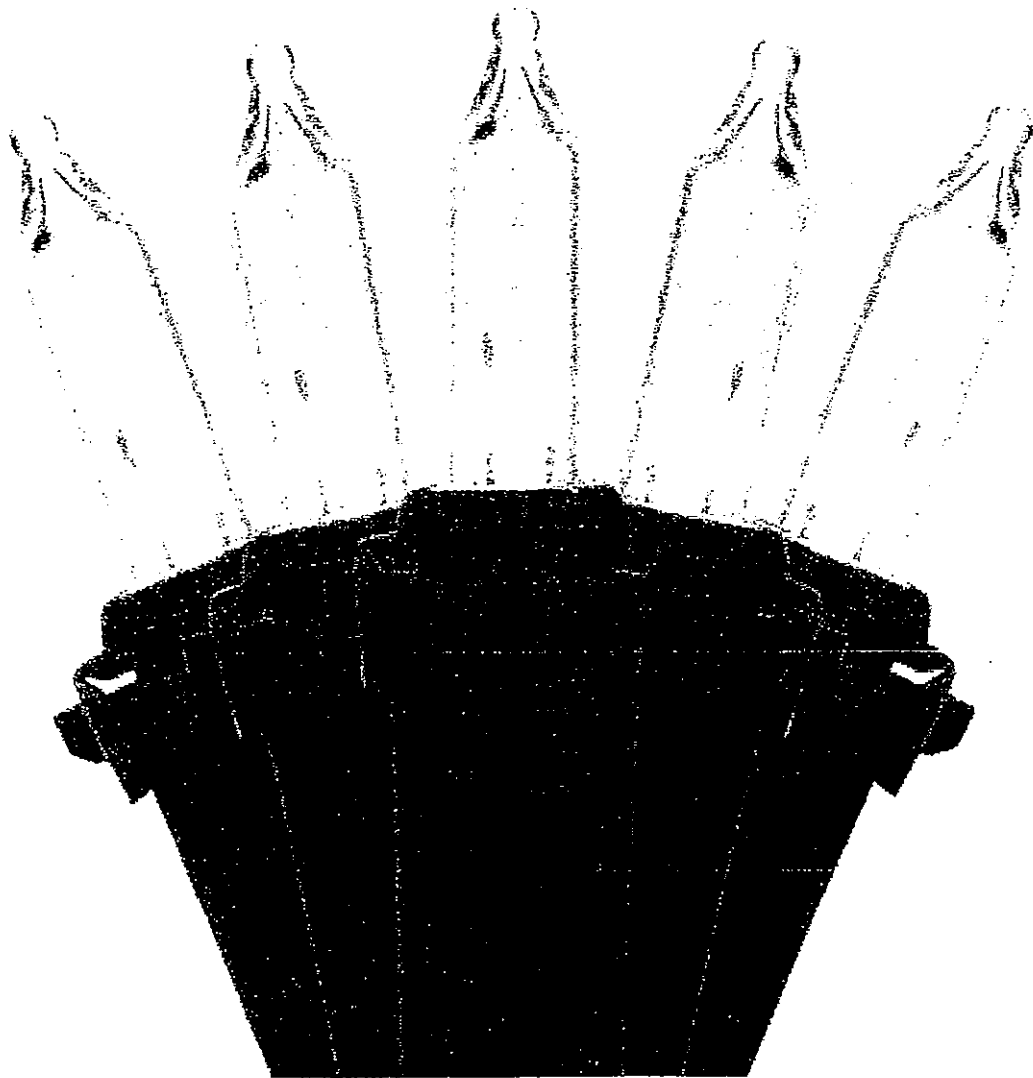
**To include the following:**

1. Install commercial 200 clear Christmas mini lights on the 6 trees in Donahue Park
2. These lights to be fed by the Rocket posts installed for Starry Nights
3. The mini lights will be controlled by a time clock

**Total labor and material:** \$ 3,890.00

Sincerely submitted,

  
Pete Stajdubar  
President





(1)

Search...



**SAME DAY SHIPPING**

**The Annual Light Event**  
**FEBRUARY SALE** UP TO **40% OFF** + **FREE SHIPPING ON ORDERS \$100+**  
 CODE: FEB100

(/christmas-lights.htm)

Home (4) Christmas Lights (/christmas-lights.htm) Commercial Christmas Lights (/Commercial-Christmas-Lights-903.htm) Commercial Mini Lights (/commercial-mini-christmas-lights-533.htm)

## COMMERCIAL 200 CLEAR CHRISTMAS MINI LIGHTS, 4.5" SPACING, GREEN WIRE

Item Number: 15227

**\$29.99**

List Price: ~~\$86.99~~  
You Save \$7.00 (19% off)

Read (44) Reviews!

See Bulk Discounts >

Qty: 1

Est. delivery Thu, Mar 2 With UPS Ground  
Ship To: 30005

### > Description

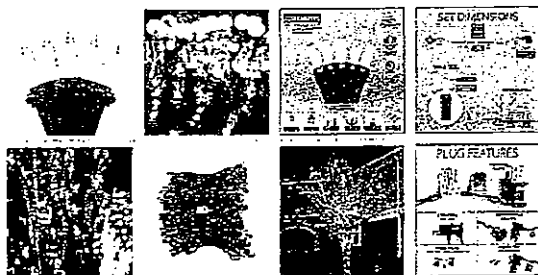
Cozy up to these classic mini lights and create a warm welcome home any time of year. Our commercial quality bulbs are built to last, able to withstand inclement weather conditions and still maintain flawless professional display, what's not to love? Wrap these best selling, clear mini lights around greenery and wreaths or use them to trim the tree. Green wire makes hiding lights among greenery and darker areas easy, resulting in a natural looking display.

- 200 Clear mini lights spaced 4.5" apart on green wire, 75.6' total length
- Commercial grade mini lights feature heavier 20 gauge wire for longer runs and extended life.
- Lamp locks and twist proof bulbs keep bulbs secure in their sockets so lights stay lit.
- Constructed with tighter wire twists for improved display and performance.
- If one light goes out, the rest stay lit.
- UL Listed ; connect up to 5 light strings together end to end.
- Approved for indoor / outdoor use.
- Male and female plugs provide end-to-end connections.
- Removable bulbs are easily replaced for longer lasting strings.
- Extra bulbs and fuses included.

[View Detailed Specifications >](#)

[> Bulk Discounts](#)

[> Guarantee & Returns](#)



f (<https://www.facebook.com/sharer.php?u=https://www.christmaslightsetc.com/p>)

t (<https://twitter.com/share?text=Check+out+Commercial+200+Clear+Christmas+Mini>)

© (<https://www.pinterest.com/pin/create/link?url=https://www.christmaslightsetc.com>)





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## PROPOSAL

**Date:** March 1, 2023

**Submitted To:** Town of Stonington  
152 Elm Street  
Stonington, CT 06378

**Job Location:** Donahue Park  
Pawcatuck, CT

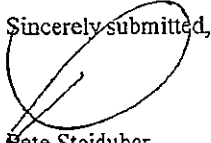
**Job Description:** Install 6 LED up lights- 1 at each tree in Donahue Park

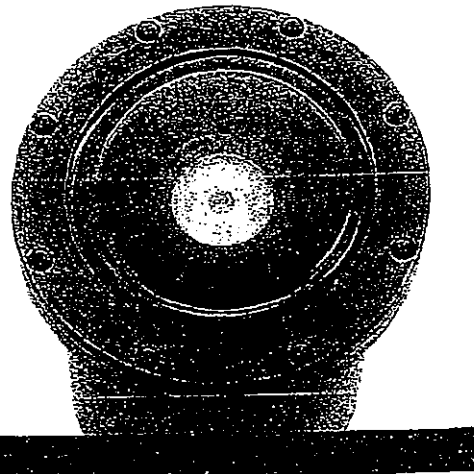
**To include the following:**

1. Install 6 Kichler 16024CBR30 LED uplights- 1 at each tree in Donahue Park
2. Install UF wiring from Rocket posts that were installed for Starry Nights
3. The 6 LED uplights will be controlled by a timeclock

**Total labor and material:** \$ 3,965.00

Sincerely submitted,

  
Pete Stajduhar  
President



## VLO 12V LED In-Ground Accent

Qty 13

### One light, three lumen levels.

Our VLO In-Ground Accent fixture is equipped with the Lumen Effects System, which allows you to easily switch between three lumen outputs: 350, 550, or 850, with the use of the Magnetic Key. Its field configurable design allows for customization based on the needs of the application.

Variable Lumen Output (VLO) Adjustment		Lumen
Level 1	Flashes one time	350 lm
Level 2*	Flashes two times	550 lm
Level 3	Flashes three times	850 lm



*(Factory setting)*

### VLO 12V LED In-Ground Accent with Lumen Effects System makes designing and modifying landscape lighting easier.



Lumen Effects System eliminates the need to mechanically adjust or open the fixture, supporting product longevity.



Versatile IP67 rated design provides protection against dust particles and temporary submersion in case of flooding.



Flexible Lumen Levels allows you to set and adjust the lumen levels as the landscape needs change.



Drive-over rated for static loads up to 4600lbs. Great for driveways, walkways, and entrances.



Sealed and fully encapsulated to safeguard from water ingress and the outdoor elements - helping to extend the life of the product.



6,000-volt system surge protection protects against power surges and irregularities, especially when paired with one of our transformers.

# KICHLER.

PRODUCT ORDERING GUIDE

Ordering Guide  
(product number  
breakdown)

1 Item Number for  
Fixture & Beam Angle:

16023 = 15° Narrow Spot  
16024 = 35° Flood  
16025 = 60° Wide Flood

2 Product  
Finish:

CBR = Centennial Brass

3 Color  
Temperature:

27 = 2700K, Warm White  
30 = 3000K, Pure White

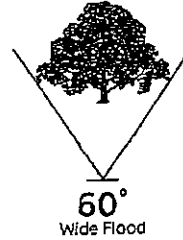
Example: 16024 CBR 30

1 6 0 2 4

C B R

3 0

BEAM SPREAD



PHOTOMETRICS

16023CBR27  
15° Narrow Spot  
2700K - Warm White

16023CBR30  
15° Narrow Spot  
3000K - Pure White

16024CBR27  
35° Flood  
2700K - Warm White

16024CBR30  
35° Flood  
3000K - Pure White

16025CBR27  
60° Wide Flood  
2700K - Warm White

16025CBR30  
60° Wide Flood  
3000K - Pure White

LEVEL 1 LUMENS	Item: 16023 (Low - 350 lm)				Item: 16024 (Low - 350 lm)				Item: 16025 (Low - 350 lm)			
	Beam	15° Narrow Spot			Beam	35° Flood			Beam	60° Wide Flood		
	Candela	Max Candela: 3599			Candela	Max Candela: 883			Candela	Max Candela: 287		
	Distance	Foot-candles	Beam Width		Distance	Foot-candles	Beam Width		Distance	Foot-candles	Beam Width	
	60'	0.8	15.3'		60'	0.2	35.5'		60'	0.1	82.5'	
	50'	1.1	13.2'		50'	0.3	29.6'		50'	0.1	68.7'	
	40'	1.7	10.5'		40'	0.4	23.7'		40'	0.1	55.0'	
	30'	3.1	7.9'		30'	0.7	17.8'		30'	0.2	41.2'	
	20'	6.9	5.3'		20'	1.6	11.8'		20'	0.5	27.5'	
	10'	27.6	2.6'		10'	6.4	5.9'		10'	2.0	13.7'	
	5'	110.3	1.3'		5'	25.8	3.0'		5'	8.1	6.9'	

LEVEL 2 LUMENS	Item: 16023 (Mid - 550 lm)				Item: 16024 (Mid - 550 lm)				Item: 16025 (Mid - 550 lm)			
	Beam	15° Narrow Spot			Beam	35° Flood			Beam	60° Wide Flood		
	Candela	Max Candela: 5651			Candela	Max Candela: 1344			Candela	Max Candela: 441		
	Distance	Foot-candles	Beam Width		Distance	Foot-candles	Beam Width		Distance	Foot-candles	Beam Width	
	60'	1.2	15.8'		60'	0.3	35.5'		60'	0.1	82.5'	
	50'	1.7	13.2'		50'	0.4	29.6'		50'	0.1	68.7'	
	40'	2.6	10.5'		40'	0.6	23.7'		40'	0.2	55.0'	
	30'	4.7	7.9'		30'	1.1	17.8'		30'	0.3	41.2'	
	20'	10.5	5.3'		20'	2.5	11.8'		20'	0.8	27.5'	
	10'	42.1	2.6'		10'	9.8	5.9'		10'	3.1	13.7'	
	5'	168.6	1.3'		5'	39.2	3.0'		5'	12.4	6.9'	

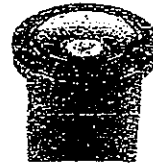
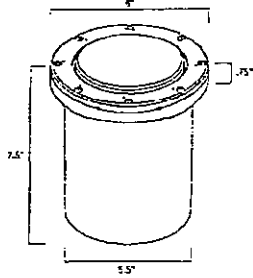
  

LEVEL 3 LUMENS	Item: 16023 (High - 850 lm)				Item: 16024 (High - 850 lm)				Item: 16025 (High - 850 lm)			
	Beam	15° Narrow Spot			Beam	35° Flood			Beam	60° Wide Flood		
	Candela	Max Candela: 7913			Candela	Max Candela: 1858			Candela	Max Candela: 601		
	Distance	Foot-candles	Beam Width		Distance	Foot-candles	Beam Width		Distance	Foot-candles	Beam Width	
	60'	1.6	15.8'		60'	0.4	35.5'		60'	0.1	82.5'	
	50'	2.4	13.2'		50'	0.5	29.6'		50'	0.2	68.7'	
	40'	3.7	10.5'		40'	0.8	23.7'		40'	0.3	55.0'	
	30'	6.6	7.9'		30'	1.5	17.8'		30'	0.5	41.2'	
	20'	14.8	5.3'		20'	3.4	11.8'		20'	1.1	27.5'	
	10'	59.0	2.6'		10'	13.6	5.9'		10'	4.2	13.7'	
	5'	236.1	1.3'		5'	54.2	3.0'		5'	16.9	6.9'	

# VLO 12V LED In-Ground Accent

## Additional Specs

### DIMENSIONS



### Mechanical & Housing Specification

Diameter/Height	6" x 7.5"
Fixture Rotation Range	355° Horizontal - ± 30° Vertical
Housing Material	PPS Plastic, C360 Brass trim
Housing Color & Surface	Centennial Brass - CBR
Weight	5.5 lb

### PERFORMANCE

Output Position	Level 1	Level 2	Level 3
Lumen Output	350 lm	550 lm	850 lm
Input Voltage	9V-15V	9V-15V	9V-15V
Power (VA) @ 12V AC	3VA	11.75VA	15.1VA
Power (W) @ 12V DC	5.3W	8.3W	12W
Efficacy (lm/W @ DC)	66 lm/W	66 lm/W	71 lm/W
Halogen Equivalents	35W	50W	90W

### FIXTURE

#### Glass Lens

Tempered, shock resistance borosilicate glass with high tolerance for thermal expansion and stress. Static load up to 4600 lbs.

#### Body

Brown PPS plastic.

#### Wire

18 AWG, SPT-1W 105°C, 320V, 60' of usable length.

#### Optics

Custom polycarbonate TIR lens optics provide smooth, uniform light distribution to eliminate glare and hotspots with clean and crisp center-to-edge uniformity.

#### Included Accessories

2 Replacement Screws, 2 Gel-Filled Wire Nuts, and Magnetic Key.

### AVAILABLE FINISH



CBR - Centennial Brass

### SPECIFICATIONS

#### Fixture

Number of LEDs	1 High Output COB
Color Temperature	2700K, 3000K
Color Rendering Index	80+
Beam Angles	15°, 35°, 60°
Binning	3 Step

#### Input

Input Frequency	47 - 63Hz
Input Current	1A max @ 12VAC
Inrush Current	16A max
Efficiency	Up to 71 lm/W @ 12VAC
Power Factor	0.74 @ 12VAC

#### Environmental

Environmental Protection Rating	Wet IP67
Operation Ambient Temperature	-25°C - +40°C
Lumen Maintenance (L70)	50,000 Hours

### LOAD CHART

Power (VA)	Wire Gauge / Length (ft/m) Load Chart			
	10 AWG	12 AWG	14 AWG	16 AWG
0-20 VA	1860/567 m	1150/351 m	730/223 m	450/137 m
40 VA	930/283 m	580/177 m	370/113 m	230/70 m
60 VA	620/189 m	390/119 m	240/73 m	150/46 m
80 VA	470/143 m	290/88 m	180/55 m	110/34 m
100 VA	370/113 m	230/70 m	140/43 m	90/27 m
>100 VA	Consult Technical Support			

### OPTIONAL ACCESSORIES



Side Fire  
16093CBR



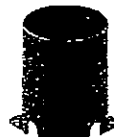
Four-Way  
16094CBR



Cowl  
16095CBR



Rock Guard  
16096CBR



Concrete Kit  
16099BK



Lens Clip  
16097BK

Lens Clip works with lenses: 16072AMB, 16072GRN, 16072FRO, 16072RD, 16072HGN, 16091FRO Beam Expander and 16075BK Haxcell Louver.

Includes plastic dome lens that directs light out of the accessory opening for superior distribution.

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135 TAUGWONK ROAD  
STONINGTON, CT 06378  
TEL 860-535-1233  
FAX 860-535-8599  
www.sselectricllc.com  
Email: pete@sselectricllc.com

## PROPOSAL

**Date:** March 1, 2023

**Submitted To:** Town of Stonington  
152 Elm Street  
Stonington, CT 06378

**Job Location:** Vet Park  
Route 1  
Pawcatuck, CT

**Job Description:** Install up lighting in Vet Park

**To include the following:**

1. Install 3 Kichler 16024CBR30 LED ground lights on the east side near Hoof's
2. Install 4 Kichler 16024CBR30 LED ground lights on the west side near Seawell
3. The lighting will be fed from adjacent pole lights
4. These lights will be controlled by a photocell
5. Excavation and backfill will be done by Public Works

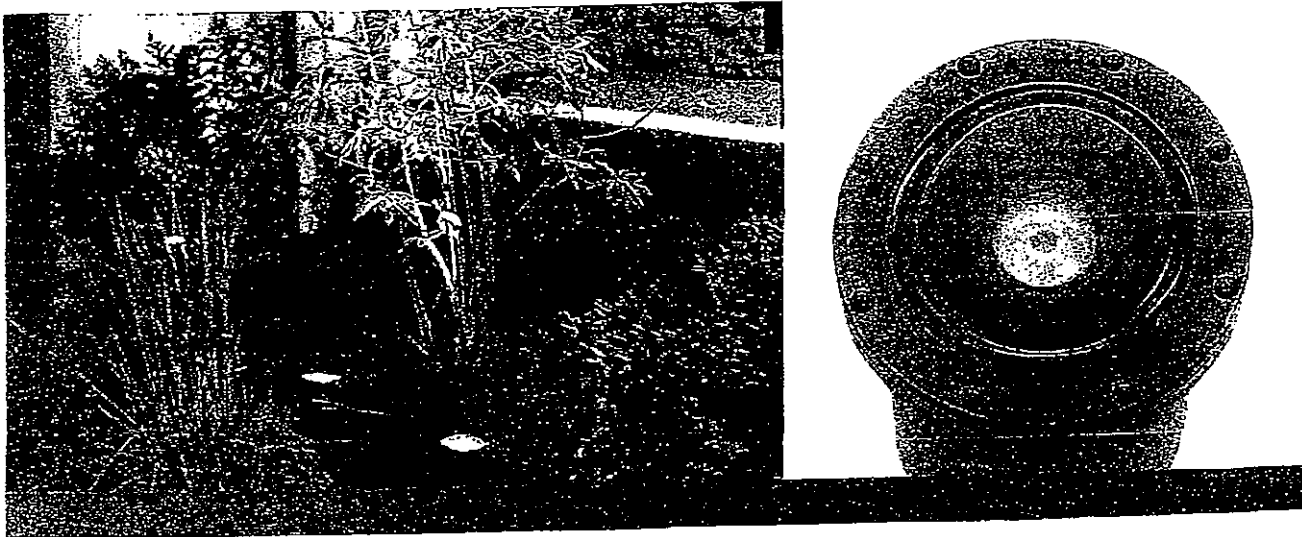
**Total labor and material:**

**\$ 5,382.00**

Sincerely submitted,

  
Pete Stajdhar  
President





## VLO 12V LED In-Ground Accent

Qty 13

### One light, three lumen levels.

Our VLO In-Ground Accent fixture is equipped with the Lumen Effects System, which allows you to easily switch between three lumen outputs: 350, 550, or 850, with the use of the Magnetic Key. Its field configurable design allows for customization based on the needs of the application.

Variable Lumen Output (VLO) Adjustment		Lumens
Level 1	Flashes one time	350 lm
Level 2*	Flashes two times	550 lm
Level 3	Flashes three times	850 lm



\*Factory setting

### VLO 12V LED In-Ground Accent with Lumen Effects System makes designing and modifying landscape lighting easier.



Lumen Effects System eliminates the need to mechanically adjust or open the fixture, supporting product longevity.



Versatile IP67 rated design provides protection against dust particles and temporary submersion in case of flooding.



Flexible Lumen Levels allows you to set and adjust the lumen levels as the landscape needs change.



Drive-over rated for static loads up to 4600 lbs. Great for driveways, walkways, and entrances.



Sealed and fully encapsulated to safeguard from water ingress and the outdoor elements - helping to extend the life of the product.



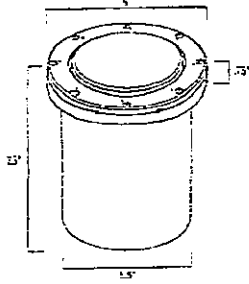
6,000-volt system surge protection: protects against power surges and irregularities, especially when paired with one of our transformers.

# KICHLER

# VLO 12V LED In-Ground Accent

## Additional Specs

### DIMENSIONS



### Mechanical & Housing Specification

Diameter/Height	6" x 7.5"
Fixture Rotation Range	355° Horizontal - ± 30° Vertical
Housing Material	PPS Plastic, C360 Brass trim
Housing Color & Surface	Centennial Brass - CBR
Weight	5.5 lb

### PERFORMANCE

Output Position	Level 1	Level 2	Level 3
Lumen Output	350 lm	550 lm	850 lm
Input Voltage	9V-15V	9V-15V	9V-15V
Power (VA) @ 12V AC	8VA	11.75VA	16.1VA
Power (W) @ 12V DC	5.3W	8.3W	12W
Efficacy (lm/W @ DC)	65 lm/W	65 lm/W	71 lm/W
Halogen Equivalents	35W	50W	90W

### AVAILABLE FINISH



CBR - Centennial Brass

### SPECIFICATIONS

#### Fixture

Number of LEDs	1 High Output COB
Color Temperature	2700K, 3000K
Color Rendering Index	80+
Beam Angles	15°, 35°, 60°
Binning	3 Step

#### Input

Input Frequency	47 - 63Hz
Input Current	1A max @ 12VAC
Inrush Current	16A max
Efficiency	Up to 71 lm/W @ 12VAC
Power Factor	0.74 @ 12VAC

#### Environmental

Environmental Protection Rating	Wet IP67
Operation Ambient Temperature	-25°C - +40°C
Lumen Maintenance (L70)	50,000 Hours

### FIXTURE

#### Glass Lens

Tempered, shock resistance borosilicate glass with high tolerance for thermal expansion and stress. Static load up to 4600 lbs.

#### Body

Brown PPS plastic.

#### Wire

19 AWG, SPT-1W 105°C, 300V, 60' of usable length.

#### Optics

Custom polycarbonate TIR lens optics provide smooth, uniform light distribution to eliminate glare and hotspots with clean and crisp center-to-edge uniformity.

#### Included Accessories

2 Replacement Screws, 2 Gel-Filled Wire Nuts, and Magnetic Key.

### LOAD CHART

Power (VA)	Wire Gauge / Length (ft/m) Load Chart			
	10 AWG	12 AWG	14 AWG	16 AWG
0-20 VA	1860/567 m	1153/351 m	730/223 m	450/137 m
40 VA	930/283 m	580/177 m	370/113 m	230/70 m
60 VA	620/189 m	390/119 m	240/73 m	150/46 m
80 VA	470/143 m	290/88 m	180/55 m	110/34 m
100 VA	370/113 m	230/70 m	140/43 m	90/27 m
>100 VA	Consult Technical Support			

### OPTIONAL ACCESSORIES



Side Fire  
16093CBR



Four-Way  
16094CBR



Cowl  
16095CBR



Rock Guard  
16096CBR



Concrete Kit  
16099BK



Lens Clip  
16097BK

Lens Clip works with lenses: 16072AMB, 16072GRN, 16072FRD, 16072RD, 16072HGN, 16091FRD Beam Expander and 16075BK Hexcell Lenslet.

Includes plastic dome lens that directs light out of the accessory opening for superior distribution.

Vendor Product Hardware 16099BK not shown

PRODUCT ORDERING GUIDE

Ordering Guide  
(product number  
breakdown)

1 Item Number for  
Fixture & Beam Angle:  
16023 = 15° Narrow Spot  
16024 = 35° Flood  
16025 = 60° Wide Flood

2 Product  
Finish:  
CBR = Centennial Brass

3 Color  
Temperature:  
27 = 2700K, Warm White  
30 = 3000K, Pure White

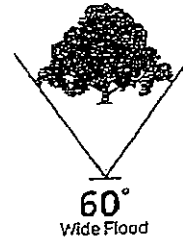
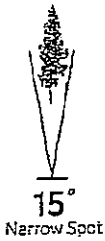
Example: 16024 CBR 30

1 6 0 2 4

C B R

3 0

BEAM SPREAD



PHOTOMETRICS

16023CBR27  
15° Narrow Spot  
2700K - Warm White

16023CBR30  
15° Narrow Spot  
3000K - Pure White

16024CBR27  
35° Flood  
2700K - Warm White

16024CBR30  
35° Flood  
3000K - Pure White

16025CBR27  
60° Wide Flood  
2700K - Warm White

16025CBR30  
60° Wide Flood  
3000K - Pure White

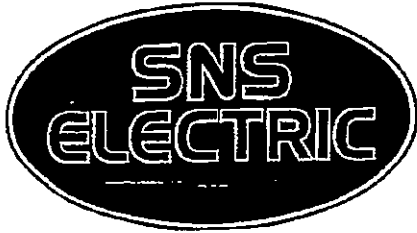
LEVEL 1 LUMENS	Item: 16023 (Low - 350 lm)			Item: 16024 (Low - 350 lm)			Item: 16025 (Low - 350 lm)		
	Beam	15° Narrow Spot		Beam	35° Flood		Beam	60° Wide Flood	
	Candela	Max Candela: 3699		Candela	Max Candela: 683		Candela	Max Candela: 287	
	Distance	Foot-candles	Beam Width	Distance	Foot-candles	Beam Width	Distance	Foot-candles	Beam Width
	60'	0.8	15.8'	60'	0.2	35.5'	60'	0.1	82.5'
	50'	1.1	13.2'	50'	0.3	29.6'	50'	0.1	68.7'
	40'	1.7	10.5'	40'	0.4	23.7'	40'	0.1	55.0'
	30'	3.1	7.9'	30'	0.7	17.8'	30'	0.2	41.2'
	20'	6.9	5.3'	20'	1.6	11.8'	20'	0.5	27.5'
	10'	27.6	2.6'	10'	6.4	5.9'	10'	2.0	13.7'
	5'	110.3	1.3'	5'	25.8	3.0'	5'	8.1	6.9'

LEVEL 2 LUMENS	Item: 16023 (Mid - 550 lm)			Item: 16024 (Mid - 550 lm)			Item: 16025 (Mid - 550 lm)		
	Beam	15° Narrow Spot		Beam	35° Flood		Beam	60° Wide Flood	
	Candela	Max Candela: 5651		Candela	Max Candela: 1344		Candela	Max Candela: 441	
	Distance	Foot-candles	Beam Width	Distance	Foot-candles	Beam Width	Distance	Foot-candles	Beam Width
	60'	1.2	15.8'	60'	0.3	35.5'	60'	0.1	82.5'
	50'	1.7	13.2'	50'	0.4	29.6'	50'	0.1	68.7'
	40'	2.6	10.5'	40'	0.6	23.7'	40'	0.2	55.0'
	30'	4.7	7.9'	30'	1.1	17.8'	30'	0.3	41.2'
	20'	10.5	5.3'	20'	2.5	11.8'	20'	0.8	27.5'
	10'	42.1	2.6'	10'	9.8	5.9'	10'	3.1	13.7'
	5'	168.6	1.3'	5'	39.2	3.0'	5'	12.4	6.9'

LEVEL 3 LUMENS	Item: 16023 (High - 850 lm)			Item: 16024 (High - 850 lm)			Item: 16025 (High - 850 lm)		
	Beam	15° Narrow Spot		Beam	35° Flood		Beam	60° Wide Flood	
	Candela	Max Candela: 7913		Candela	Max Candela: 1858		Candela	Max Candela: 601	
	Distance	Foot-candles	Beam Width	Distance	Foot-candles	Beam Width	Distance	Foot-candles	Beam Width
	60'	1.6	15.8'	60'	0.4	35.5'	60'	0.1	82.5'
	50'	2.4	13.2'	50'	0.5	29.6'	50'	0.2	68.7'
	40'	3.7	10.5'	40'	0.8	23.7'	40'	0.3	55.0'
	30'	6.6	7.9'	30'	1.5	17.8'	30'	0.5	41.2'
	20'	14.8	5.3'	20'	3.4	11.8'	20'	1.1	27.5'
	10'	59.0	2.6'	10'	13.6	5.9'	10'	4.2	13.7'
	5'	236.1	1.3'	5'	54.2	3.0'	5'	16.9	6.9'



135 TAUGWONK ROAD  
STONINGTON, CT 06378  
TEL 860-535-1233  
FAX 860-535-8599  
www.snselectricllc.com  
Email: pete@snselectricllc.com

**PROPOSAL**

**Date:** March 1, 2023

**Submitted To:** Town of Stonington  
152 Elm Street  
Stonington, CT 06378

**Job Location:** Amtrak Bridge  
Route 1  
Pawcatuck, CT

**Job Description:** Install lighting on the Amtrak Route 1 bridge abutments

**To include the following:**

1. Install 2 RAB SLIM17FAFCISO w/photocell on the north abutment
2. Install 2 RAB SLIM17FAFCISO w/photocell on the south abutment
3. The lighting will be fed from adjacent pole lights
4. Excavation and backfill will be done by Public Works

**Total labor and material:** \$ 4,265.00

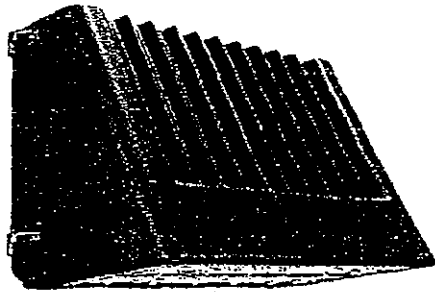
Sincerely submitted,

A handwritten signature in black ink, appearing to read 'Pete Stajduhar', is written over a horizontal line.

Pete Stajduhar  
President

# SLIM17FAFC150 Qty. 4 WITH PHOTOCELLS

**RAB**



Color: Bronze

Weight: 11.2 lbs

Project:

Type:

Prepared By:

Date:

### Driver Info

Type	Constant Current
120V	1.60A
208V	1.00A
240V	0.80A
277V	0.60A
Input Watts	154.7/155.9/153.2W

### LED Info

Watts	150W
Color Temp	3000K/4000K/5000K
Color Accuracy	80 CRI
L70 Lifespan	100,000 Hours
Lumens	18530/22217/19327 lm
Efficacy	120.4/142.5/126.2 lm/W

## Technical Specifications

### Field Adjustability

#### Field Adjustable:

Color temperature selectable by 3000K, 4000K and 5000K

### Compliance

#### UL Listed:

Suitable for wet locations

#### IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80

#### Dark Sky Conformance:

Conforms to (allows for conformance to) the IDA's fully shielding requirement, emitting no light above 90 degrees (with the exclusion of incidental light reflecting from fixture housing, mounts, and pole).

#### IP Rating:

Ingress protection rating of IP65 for dust and water

### DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC S.1 requirements.

DLC Product Code: PLP3U1X5VYC3

### Performance

#### Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

#### Wattage Equivalency:

Equivalent to 750W Metal Halide

### LED Characteristics

#### LEDs:

Long-life, high-efficiency, surface-mount LEDs

### Electrical

#### Drivers:

Constant Current, Class 1, 120-277V, 50/60 Hz, 120V: 1.60A, 208V: 1.00A, 240V: 0.80A, 277V: 0.60A

### Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

### Photocell:

120-277V selectable photocell that can be turned on and off.

### Construction

#### Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

#### Maximum Ambient Temperature:

Suitable for use in up to 50°C (122°F)

Technical Specifications (continued)

Construction

**Housing:**

Precision die-cast aluminum housing and door frame

**Lens:**

Polycarbonate lens

**Mounting:**

Hinged wiring access and conduit entries on the back, sides, top and bottom make installation a snap

**Cut Off:**

Full cutoff (0%)

**Finish:**

Formulated for high durability and long lasting color

**Green Technology:**

Mercury and UV free, RoHS-compliant components.

Other

**Note:**

All values are typical (tolerance +/- 10%)

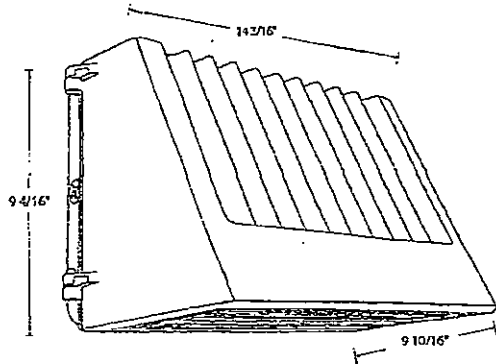
**5 Yr Limited Warranty:**

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

**Buy American Act Compliance:**

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Selectable CCT
- Full cutoff
- Selectable on/off photocell
- 0-10V dimming, standard

Ordering Matrix

Family	Style	Wattage
SLIM17FA	FC	150
	FC = Full cutoff	100 = 100W 120 = 120W 150 = 150W





Daniel Smith  
Director

## WATER POLLUTION CONTROL AUTHORITY

TOWN OF STONINGTON  
152 ELM STREET  
STONINGTON, CONNECTICUT 06378  
860-535-5065 \* Fax 860-535-1023

### INTEROFFICE MEMORANDUM

DATE: April 27th, 2023  
TO: Board of Finance  
FROM: Daniel Smith, Director WPCA  
CC: Danielle Chesebrough, First Selectman  
James Sullivan, Director of Finance  
SUBJECT: Mystic WPCF Magnetite Drum

### REQUEST

The WPCA requests a bid waiver for the repair of the Magnetite Recovery Drum at the Mystic WPCF. Evoqua Water Technologies is the sole source provider for this custom-built equipment. The cost for this repair is \$77,965.46

### BACKGROUND

This magnetite drum is essential to the operation of the magnetite system at the Mystic WPCF. The drum uses magnets to recover magnetite, the ballast used to settle mixed liquor, and return it to the treatment process. Currently the magnetite recovery rate is 95%. Without this drum we would have no redundancy on this system and be in violation of our NPDES permit with CT DEEP and Federal EPA. The initial failure is due to a manufacturing defect which is long out of warranty.

At the WPCA Board meeting on April. 25<sup>th</sup> 2023 board member Ms. Young made a motion to approve this repair. The motion was seconded by Mr. Petrosky. All 5 members voted in favor of the motion.

Respectfully,

Daniel Smith  
Director WPCA





Proposal For: VEOLIA WATER NORTH AMERICA LLC  
Petter Vetter  
100 TRUMBULL ST  
New London, CT 06320-5517  
Phone: 860-447-5257  
peter.vetter@veolia.com

Travis Reuland  
Evoqua Water Technologies  
N19W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188  
Phone: 262-521-8290  
travis.reuland@evoqua.com

### Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	MAG DRUM REPAIR 36 x 36 BioMag Drum	1 EA	\$77,965.46	\$77,965.46

REMOVE ALL DAMAGED MANETS, GAUSS CHECK OTHER MAGNETS FOR DISCREPANCIES, CLEAN SURFACE, WELD NEW MAG COVERS, FAB NEW DRUM CYLINDAR & SACRIFICIAL SKIN, ASSEMBLE ENDS WITH NEW BEARINGS AND SCUM SLINGERS. ASSEMBLY WILL BE ROTATED AND CHECKED FOR CORRECT OPERATION, AND CRATED FOR RETURN SHIPMENT

INCLUDES 300EA W2T544691 N42 MAGNETS  
MAGNET/MAGNETIC;NEODYMIUM;GR N42;202 LB

**Total Net Price: \$77,965.46**

#### Proposal Notes

**LEAD TIME: 12 WEEKS ARO**

#### Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 309.26 for January 2023. If the MMPI exceeds 318.54 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 318.54.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions

#### Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: House Account  
Company: Evoqua House Account  
List Address: 181 Thorn Hill Road  
Warrendale, PA, 15086

## Payment Terms and Delivery

### PO Terms

Purchaser 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 goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services 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. PURCHASER 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.

### Shipping Information

- Prepaid: Freight Included in Base Price
- Incoterms: FOB - Free on board
- Incoterms 2: FREE ON BOARD

### Terms

- This quote is valid until 06-30-2023
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

#### Sales Tax & GST:

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: 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.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  - Fax to:
  - or Email to: [travis.reuland@evoqua.com](mailto:travis.reuland@evoqua.com)
- You may also mail to:
  - Evoqua Water Technologies
  - N19W23993 Ridgeview Pkwy, Suite 200
  - Waukesha, WI 53188



**Evoqua Water Technologies Banking Details**

**ACH - CTX**

**Evoqua's preferred payment method is via ACH - CTX:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies, LLC  
Account #: 603148011  
Swift Code: CHASUS33  
ACH Routing / ABA: **044000037**  
Wire Routing / ABA: **021000021**  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

**Paper checks via Postal Service**

**Paper checks via Postal Service:**

Send to our Lockbox, address is:  
Evoqua Water Technologies LLC  
28563 Network Place  
Chicago, IL 60673-1285

**Paper checks via Overnight / Courier**

**Paper checks via Overnight / Courier:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies Lockbox 28563  
131 S Dearborn, 6th Floor  
Chicago, IL 60603  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

**\*\* If ever instructed to change banking information, contact us immediately at 1-800-466-7873 \*\***



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 N30 - Net 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 (INCO™ 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.

Accepted by: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_