



## Agenda

Special Meeting of the Buckman  
Direct Diversion Board  
June 17, 2025 at 12:00 PM  
Via Zoom Link Below or BDD  
Conference Room  
341 Caja del Rio  
Santa Fe, NM 87506

---

### Procedures for Buckman Direct Diversion Board Meeting

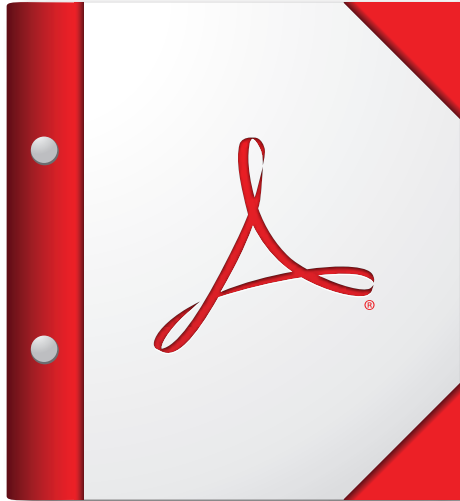
Please Join by Zoom: <https://santafenm.gov.zoom.us/j/86989204868?pwd=uU9DUDDOrSy7F8hNw4GsILHw8xR1cU.1>

Meeting ID: 869 8920 4868  
Passcode: 572722

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Matters from the Public
5. Action Items: Discussion Agenda
  - a. Request for approval of Amendment No. 1 to the General Services Agreement with Calgon Carbon Corporation, a Kuraray Company, to extend the term through FY26 and add compensation for an amount not to exceed Seven Hundred Eleven Thousand Five Hundred Dollars (\$711,500.00) excluding New Mexico gross receipts tax. (Kurt Traverse, [kftraverse@santafenm.gov](mailto:kftraverse@santafenm.gov), 803-207-4396)
  - b. Request for approval of the Professional Services Agreement with Aria Filtra-Trojan Technologies Corp. for the replacement of Microfiltration modules for an amount up to Eight Hundred Sixty Thousand Five Hundred Forty-One and .19/100 Dollars (\$860,541.19) excluding New Mexico gross receipts tax. (Bradley Prada, BDD Facilities Manager, [bxprada@santafenm.gov](mailto:bxprada@santafenm.gov), 505-955-4507, Kurt Traverse, [kftraverse@santafenm.gov](mailto:kftraverse@santafenm.gov), 803-207-4396).
    - i. Request for approval of a Budget Adjustment Request for FY25 in the amount of \$860,541.19 from the Major Repair and Replacement Fund to fund the Agreement.

6. Matters from the Board
7. Next Meeting:
  - a. July 10, 2025
8. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.



**For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)

**BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES AGREEMENT WITH  
ARIA FILTRA-TROJAN TECHNOLOGIES CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB") and Aria Filtra-Trojan Technologies Corp. ("Contractor"). The effective date of this Agreement shall be the date when it is executed by the BDDDB.

**1. SCOPE OF SERVICES**

Contractor shall provide services for the BDDDB as follows and more particularly described in Exhibit 1 attached hereto:

A. Provide labor and materials for replacing 104 Microfiltration Modules on each of two (2) filtration racks, for a total of 208 Modules.

B. Contractor will also provide a qualified Field Service Engineer to supervise and assist with removing the old modules and install the new modules.

**2. STANDARD OF PERFORMANCE; LICENSES**

A. Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the Scope of Services described in this Agreement. Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent consulting firms in effect at the time Contractor's services are rendered.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

C. Contractor certifies that its employees and subcontractors, who might be required to be on-site at any of the Buckman Direct Diversion Facilities ("BDD Facilities"), have received specific, adequate and appropriate training in order to perform assigned tasks and to be in possession of all current licenses and/or certifications that are required to perform the work. Contractor is required to instruct all its employees or subcontractors, who might be required to be on-site at any of the BDD Facilities, to complete up to four generalized work safety training sessions. Trainings will be provided by the Buckman Direct Diversion's safety and training staff and can be conducted on-line. Each of Contractor's employees and subcontractors must complete all the assigned training sessions prior to initiating work on-site at any of the BDD Facilities.

### **3. COMPENSATION**

A. Compensation under this Agreement shall be Eight Hundred Fifty-Five Thousand Seven Hundred Fifty-One and .76/100 Dollars (\$855,751.76) plus applicable New Mexico gross receipts tax and shipping costs up to Twenty Thousand Dollars (\$20,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the BDDDB of detailed statements containing a report of services completed. Compensation shall be paid only for services performed.

### **4. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the BDDDB for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the BDDDB to Contractor. The BDDDB's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

**5. TERM AND EFFECTIVE DATE**

This Agreement shall be effective when signed by the BDDDB and terminate June 30, 2026.

**6. TERMINATION**

A. This Agreement may be terminated by the BDDDB upon 30 days written notice to Contractor. In the event of such termination:

(1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the BDDDB original copies of all work product, research or papers prepared under this Agreement.

(2) If payment has not already been made, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination. If full payment has been made, Contractor agrees to prorate for work accomplished and refund all amounts earned.

**7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor and its agents and employees are independent contractors performing professional services for the BDDDB and are not employees of the BDDDB. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

## **8. CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the BDDB.

## **9. CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

## **10. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations, or other interest under this Agreement, including any claims for money due, without the prior written consent of the BDDB. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDB.

## **11. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the BDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their officers, officials, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. If not completed at the time of final payment, Contractor shall remain obligated to complete the Scope of Services and other obligations of this Agreement. Contractor agrees not to purport to bind the BDDB to any obligation not assumed herein by the BDDB unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

## 12. INSURANCE

A. Contractor shall not begin the Professional Services required under this Agreement until it has: (i) obtained, and upon the BDDDB's request provided to the BDDDB, insurance certificates reflecting evidence of all insurance required herein; (ii) obtained BDDDB approval of each company or companies as required below; and (iii) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by the BDDDB.

B. Further, Contractor shall not modify any policy or endorsement thereto which increases the BDDDB's exposure to loss for the duration of this Agreement.

C. **Types of Insurance.** At all times during the term of this Agreement, Contractor shall maintain insurance coverage as follows:

(1) **Commercial General Liability.** Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from all bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$2,000,000
Each Occurrence	\$2,000,000

(2) **Automobile Liability.** For all of Contractor's automobiles including owned, hired, and non-owned automobiles, Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$2 million per accident. An insurance certificate shall be submitted to the BDDB that reflects coverage for any automobile [any auto].

(3) **Professional Liability.** For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors, or omissions. Such policy shall provide a limit of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last.

(4) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide Employers Liability Limits as follows:

Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit

Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

D. **Cancellation.** Cancellation provisions in insurance certificates shall not contain the qualifying words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.” In the event Contractor’s insurance carriers will not agree to this notice requirement, Contractor will provide written notice to the BDDDB within four working days of Contractor’s receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

E. **Insurer Requirements.** All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, The BDDDB will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

F. **Deductibles.** All deductibles or co-payments on any policy shall be the responsibility of Contractor.

G. **Specific Provisions Required.**

(1) Each policy shall expressly provide, and an endorsement shall be submitted to the BDDDB, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives.

(2) All policies required herein are primary and non-contributory to any insurance that may be carried by the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the BDDDB. Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the BDDDB's exposure to loss.

(3) Before performing any Professional Services, Contractor shall provide the BDDDB with all Certificates of Insurance accompanied with all endorsements.

(4) The BDDDB reserves the right, from time to time, to review Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the BDDDB. The BDDDB will reimburse Contractor for the cost of the additional premium for any coverage requested by the BDDDB in excess of that required by this Agreement without overhead, profit, or any other markup.

(5) Contractor may obtain additional insurance not required by this Agreement.

### **13. INDEMNIFICATION**

**General Indemnification.** To the greatest extent permitted by law, Contractor shall indemnify, hold harmless and defend the BDDDB, City of Santa Fe, Santa Fe County, Las Campanas Water and Sewer Cooperative and The Club at Las Campanas; their respective elected officials, officers, employees, agents, volunteers and representatives from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractors performance or non-performance under this Agreement as well as the performance or non-performance of Contractor's

employees, agents, representatives and subcontractors or any tier.

**Indemnification for Professional Acts, Errors or Omissions.** Except for professional acts, error or omissions that are the result of established gross negligence or willful misconduct on the part of Contractor, or its employees, agents, representatives or sub-consultants, the General Indemnification shall not apply to professional acts, errors or omissions unless covered by Professional Liability insurance required in this Agreement.

#### **14. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the BDDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. The BDDB and their “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

#### **15. THIRD-PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the BDDB and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

#### **16. RECORDS, DOCUMENT CONTROL AND AUDIT**

A. Contractor shall conform with and participate in the Document Control policies of the BDDB or City of Santa Fe. Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, all records that relate to the scope of services provided under this Agreement.

B. Detailed records that indicate the date, time and nature of services rendered shall also be retained for a period of three years after the term of this agreement expires. These records shall be subject to inspection by City of Santa Fe, the Department of Finance and Administration, the State Auditor. The BDDDB and City of Santa Fe shall have the right to audit the billing both before and after payment to Contractor. Payment under this Agreement shall not foreclose the right of the BDDDB or City of Santa Fe to recover excessive or illegal payments.

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the BDDDB. In any action, suit or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**18. AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties hereto.

**19. SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical, or mental disability, medical condition, or citizenship status.

**21. SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

**22. NOTICES**

Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service); electronic mail (Email); or mailed by certified or registered mail, postage prepaid, and addressed to the following:

**BDDDB:** Bradley Prada  
BDD Facilities Manager  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: rrcarpenter@ci.santa-fe.nm.us

**With a copy to:** Nancy R. Long, Esq.  
BDDDB Contract Counsel  
Long, Komer & Associates, P.A.  
P.O. Box 5098  
Santa Fe, NM 87502-5098  
Email: nancy@longkomer.com

**CONTRACTOR:** Aria Filtra-Trojan Technologies Corporation  
P.O. Box 5630  
839 State Route 13  
Cortland, New York 13045-5630  
Email:  
AriaFiltrACS@TrojanTechnologies.com

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and attached Addendum on the date set forth

below.

***[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]***

**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_  
BDDDB Chair

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Nancy R. Long, BDDDB Counsel

**ATTEST**

\_\_\_\_\_  
Katharine E. Clark, County Clerk

**APPROVED**

\_\_\_\_\_  
Emily K. Oster, City Finance Director

**ATTEST**

\_\_\_\_\_  
Andrea Salazar, City Clerk

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

**CONTRACTOR:**  
**Aria Filtra-Trojan Technologies Corp.**

Signature: Louis Mattera

Printed Name: Louis Mattera

Title: Aftermarket Sales Manager

Date: June 13, 2025

NM Taxation & Revenue  
CRS # 03-633151-00-1

City of Santa Fe Business  
Registration # 236072

**Contract Addendum to Buckman Direct Diversion Board  
Professional Service Agreement**

**Parties:** Buckman Direct Diversion Board (“Customer”)  
Trojan Technologies Corp. (“Supplier”)

**Date:** April 28, 2025

**Recitals:** Customer and Supplier are entering into a contract and, for convenience, are using Customer’s standard contract forms (“Customer’s Base Contract”) for the purchase of Supplier’s goods and/or services (“Goods” and/or “Services”). This Addendum is intended to provide revisions to Customer’s Base Contract to enable the parties to enter a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer’s Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the “Agreement”).

**Revisions:** Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer’s employees or contractors or for non-Supplier items (e.g., chemicals or equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under Supplier’s control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier’s breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier’s indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against those damages to the extent proportionately caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by the Customer, its affiliates, or those in privity with them.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER’S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants the Goods in accordance with its then-current standard warranty covering the specific Goods ordered, generally under which Supplier warrants to the Customer that during the period ending 12 months after the delivery date or 12 months after the start-up date, whichever occurs first, Goods which are manufactured by Supplier will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Supplier. Supplier warrants that Services performed hereunder will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel, and this warranty survives for 30 days following Seller’s completion of Services. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period for Goods and within the 30 day warranty period for Services, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or issue credits to or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. Third party goods are not covered by this warranty provision and those warranties are provided solely through their manufacturers. SUPPLIER’S WARRANTY CONTAINS THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF “COVER”, ANY WARRANTY OF TITLE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Note special Exhibit A herein and hereof if modules are being sold.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Supplier grants Customer a non-exclusive, non-transferable license to use such intellectual property and information to the extent necessary and solely for Customer’s use of Products and Services purchased hereunder. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.
- 6. Performance Guarantees.** All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

7. **Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. All payments are due Net 30 days from Supplier's invoice and pay-when-paid clauses shall not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

8. **Payment Terms.** Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by EFT, wire transfer, or check and in US dollars. Payment for foreign billing shall be in accordance with Seller's written instructions.

9. **Payments.** The parties both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new bank or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

10. **Force Majeure.** Under no circumstances shall Supplier have any liability for any breach relating to non-performance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labor shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond Supplier's reasonable control. Supplier's performance shall be excused and deemed suspended during the continuation of such event or events and, for a reasonable time thereafter, delayed or adjusted accordingly. If the force majeure circumstances extend for six months, Supplier may, at its option, terminate this Agreement without penalty and without being deemed in default of in breach thereof.

11. **Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Upon thirty (30) days prior written notice, Supplier may, in its sole discretion, elect to terminate any order for the sale of Goods and provide a pro-rated refund for any pre-payment of undelivered Goods. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

**Buckman Direct Diversion Board:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Trojan Technologies Corp.:**

By: Louis Mattera

Name: Louis Mattera

Title: Aftermarket Sales Manager

Date: June 13, 2025

## Exhibit A

Limited Module Warranty (Ten (10) YEAR: Three (3) YEAR ABSOLUTE AND Seven (7) YEARS PRO-RATED)

- a. In addition to the foregoing, Vendor warrants to BDDB that during the Module Warranty Period (as defined herein), the membrane modules, when properly installed, maintained, and operated at ratings, specifications, and conditions specified by the Contract documents and Vendor's Operations and Maintenance Manual ("O&M Manual"), will be free from defects in material and workmanship. The "Module Warranty Period" shall commence upon the delivery of the membrane modules and shall expire upon the earlier of (a) one hundred twenty (120) months after the date the module is unpackaged and installed ("First Use"), or (b) one hundred twenty-six (126) months after delivery of the membrane modules.
- b. BDDB and Vendor will work together to optimize the specific operating protocol to be used including number of racks on line, flow rates per rack, cleaning technique and cleaning set points with the goal of achieving excellent long-term performance. Any change in operational conditions, including feedwater chemistry or contaminants will require Vendor's review to determine the potential impact on this warranty.
- c. If, during the Module Warranty Period, the membrane modules fail to perform as outlined by the Contract documents during the Absolute Replacement Period (as defined herein), Vendor will be given the opportunity to remedy the situation by modifying operating and/or cleaning protocol. If Vendor is not able to remedy the situation, Vendor will repair or replace those modules that do not perform if they are removed from service due to poor performance. The "Absolute Replacement Period" shall commence upon the earlier of (a) the date of module's First Use or (b) eighteen (18) months after delivery of the membrane modules. and shall expire after twelve (12) calendar months.
- d. If the membrane modules fail to perform as outlined by the Contract documents during the Prorated Replacement Period (as defined herein), Vendor will be given the opportunity to remedy the situation by modifying operating and/or cleaning protocol. The "Prorated Replacement Period" shall commence upon the expiration of the Absolute Replacement Period and shall terminate upon expiration of the Module Warranty Period. If Vendor is not able to remedy the situation or repair the modules, Vendor will replace those modules at the following replacement price: Replacement Module Price = (Vendor's current module price) \* (number of months from First Use / number of months in the Module Warranty Period.)
- e. Vendor is committed to continuous development of its filters and filter processes. Should membrane technology improve, for example via changes in the permeability or operating flux rates of the membranes, Vendor reserves the right to provide a suitable number of alternative membrane replacements during the term of our warranty and beyond.
- f. In order to maintain this Limited Module Warranty validity, Clean-in-place ("CIP") must be conducted by the BDDB at the interval and conditions as stated in Vendor's O&M Manual, or as may be modified as stated herein this Limited Module Warranty.
- g. Vendor's liability under this Limited Membrane Warranty is limited solely (in Vendor's discretion) to replacing (FCA original shipping point), repairing or issuing credit for products that become defective during the Module Warranty Period.

## Exhibit 1

**Customer:** Buckman Direct Diversion

### Scope of Services

#### Technical Scope of Supply – MF System Module Replacement

Aria Filtra is pleased to propose providing labor and materials described below for replacing 104 Microfiltration Modules on each of 2 filtration racks on the Santa Fe water filtration system, for a total of 208 modules. Module replacement will be performed one rack at a time.

Modules and associated items: Aria Filtra will provide the following materials for module replacement:

- 208 ea Aria Filtra Microfiltration modules
- 4 Gal. Lubricant for module nuts
- 416 ea Module nuts
- 437 ea Module O-rings
- 11 ea XR Gaskets
- 11 ea XR Nuts
- 208 ea Clear couplings
- 208 ea Upper end caps
- 208 ea Lower end caps
- 4 each module wrenches
- 2 each torque wrenches
- 2 each clear coupling wrenches
- 210 each XR hoses
- 213 each 1.0-inch clamps
- 213 each 2.0-inch clamps

AriaFiltra Proposal – OPP2055443rev3 - Date- January 30, 2025

Installation Supervision: Aria Filtra will provide a qualified Field Service Engineer (FSE) to supervise and assist with removing the old modules and installing the new modules. This module replacement project will require an additional crew of 4 people for 2 days in addition to the Aria Filtra FSE complete. Additional labor crew is by others.

Overall, Aria Filtra expects this work to take up to 4 days to complete, including set up at the beginning and clean up at the end. As part of this work, Aria Filtra will also provide a new Operating Protocol, and update the system Process & Instrumentation Diagram (P&ID) drawing. The Operating Protocol is a document created by Aria Filtra's Process Engineers based on a review of your MF system together with incoming water quality,\* and includes recommended settings and protocols for Flux Maintenance (FM), Enhanced Flux Maintenance (EFM) and Clean-In-Place (CIP) operations. The OP is designed to give operators the information and guidance to achieve optimal system performance results. Potential benefits from following Aria Filtra's Operating Protocols include improved cleanings, increased up time, and extended service life.

Copies of both the P&ID and the Operating Protocol will be provided shortly after completion of the installation work.

\*Incoming water quality data is provided by the customer. Aria Filtra can provide the comprehensive water quality analysis needed for the Operating Protocol at additional cost.

### Change-Out Plan and Schedule

The Aria Filtra Field Service Engineer will arrive at the site a full day before the start of the module removal process to meet with site personnel, review the site where the work will be performed, and make preparations for the module change-out process.

Once full drainage of the cleaned rack has been verified the old modules will be removed and the new ones installed. The old modules will be set aside for disposal. The new modules will need to be drained of preservative prior to installation on the module rack. Aria Filtra will provide a Material Safety Data Sheet for the module preservative upon receipt of order. Disposal of old modules and module preservative is by others.

Once the full set of modules is installed on each rack, the rack will then be filled and rinsed in place to ensure all preservative has been removed from the modules. The FSE will then verify the operating set points, oversee the start-up of the rack, and verify proper operation.

PLEASE NOTE: If the customer has any safety concerns over potential exposure to collected contaminants while working with the old membrane modules, Aria Filtra recommends performing CIP's just prior to module removal for change-out.



**Total amount for purchase order:**

**\$855,751.76**

Currency: USD

- Modules are subject to availability at receipt of PO. Delivery to be confirmed at time of order confirmation.

**Service Reports:** If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

**Materials:** This proposal covers parts and services.

**Module Recycling:** AriaFiltrA has invested in a process to recycle modules for short-term and/or less critical applications. If your modules qualify for recycling, AriaFiltrA will take possession of them after removal saving the costs associated with module disposal. To determine if your modules qualify for recycling please complete the attached “Module History” questionnaire and return it to AriaFiltrA for evaluation. AriaFiltrA may request a module for further evaluation based to determine suitability for recycling following review of the information provided.

**Validity:** This proposal is for 30 days (or Specific Date). If a purchase order is not agreed upon by Seller and Buyer within the price validity period, the pricing set forth in this proposal shall not apply.

**Module Availability:** We are currently experiencing a shortage of modules due to the high global demand for PVDF (the raw material used to manufacture modules). Modules have been allocated for this proposal for the validity period stated above. We cannot guarantee module availability beyond this time. A contract must be executed with agreed upon T&C’s to secure the module supply.

**Payment Terms and Milestones:** Net 30 days

**Module Warranty:** The modules are warrantied for defects in material and workmanship for a period of 12 months from the date of delivery. Where AriaFiltrA provides installation and/or installation supervision as part of the replacement module order, the modules carry an extended warranty of three year absolute and seven years pro-rated. The module warranty is subject to the AriaFiltrA Warranty Submittal (attached).

**Service Order acceptance and payment terms:** AriaFiltrA Advanced Separations Systems requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order

AriaFiltrA Proposal – OPP2055443rev3 - Date- January 30, 2025

processing, goods shipment or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be billed automatically upon completion of the service, and sign-off of the service report, and become payable within 30 business days of receipt of the invoice.

**Changes:** AriaFiltrra shall not implement any changes in the scope of services described in AriaFiltrra’s proposal unless the Customer and AriaFiltrra agree to the details of the change. Any resulting price, schedule or other contractual modifications, will require a verbal change called into AriaFiltrra’s Customer Service Department, with a follow up written confirmation. This includes any changes necessitated by a change in applicable law.

A Purchase Order or written authorization to accept the contract of work as described, along with a signed copy of the attached Customer authorization for service is required in advance of Aria Filtra providing the service defined in this proposal.

**Please Address Your Order to: AriaFiltrra to the below contacts:**

Please direct your purchase order to:

For US / Mexico / Latin American Customers	For Canadian Based Customers
<b>Trojan Technologies Corp</b> P.O. Box 5630, 839 State Route 13 Cortland, New York 13045-5630 Phone: 866-475-0115 Email: <a href="mailto:AriaFiltrraCS@TrojanTechnologies.com">AriaFiltrraCS@TrojanTechnologies.com</a> Attn: Customer Service	<b>Trojan Technologies</b> 3020 Gore Rd., London, ON, Canada N5V 4T7 Phone: 866-475-0115 Email: <a href="mailto:AriaFiltrraCS@TrojanTechnologies.com">AriaFiltrraCS@TrojanTechnologies.com</a> Attn: Customer Service

**AriaFiltrra Systems Support**

To obtain support for your AriaFiltrra systems installation, our Customers can contact AriaFiltrra via our toll free number at 866-475-0115 or by email to [AriaFiltrraCS@TrojanTechnologies.com](mailto:AriaFiltrraCS@TrojanTechnologies.com). Through this channel, you gain access to warranty assistance, technical support as well as our service and spares team.

AriaFiltrra Customers have access to this 24/7 Service Hotline. AriaFiltrra System Engineers are on full-time rotation to provide around-the-clock availability of live technical support. This service is charged at \$300 for support time for the first 30 minutes, during normal workday hours between 9:00-AM and 4:00-PM EST, excluding weekends and holidays.

If your system is out of warranty or does not have a 24/7 service support contract, there will be a charge when technical support is to be provided for intervals longer than 30 minutes, or after-hours technical support

to resolve the issue. Extensive off-site support will require a purchase order or credit card. Billing is based on a minimum 1- hour charge at AriaFiltr's off-site hourly service rate. You will be asked to provide your credit card number or service contract purchase order number that will be billed at AriaFiltr's Off-Site Service Rates, with a minimum 1- hour charge. If the problem cannot be resolved over the telephone, the Customer can request a AriaFiltr System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last- minute travel expenses.

Please feel free to call me at your convenience with any questions or comments. We look forward to providing you with field services to assist you with system operation and await your purchase order.

Respectfully Submitted,

**AriaFiltr**

By: Alexander Braman  
Title: Regional Sales Manager  
Cell: 720-202-6536

E-mail: [alexander.braman@trojantechnologies.com](mailto:alexander.braman@trojantechnologies.com)



