



CALGON CARBON CORPORATION AMENDED AND RESTATED POTABLE WATER SERVICE (PWS) AGREEMENT

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**CALGON CARBON CORPORATION
AMENDED AND RESTATED
POTABLE WATER SERVICE AGREEMENT
September 2013**

THIS Amended and Restated Potable Water Service Agreement (the "Agreement") will serve to restate the terms and conditions of the agreement entered into as of the 25th day of June 1996, by and between Calgon Carbon Corporation ("Calgon Carbon") and the City of Aurora, Illinois (the "City of Aurora") and all subsequent amendments and addenda thereto, including, without limitation, the August 1999, August 2002, August 2005, December 2006, October 2008, December 2010 amendments, and October 2011 addendum. Exhibits I through VII are incorporated herein by reference and form an integral part of this Agreement. Calgon Carbon hereby agrees to provide our Filtrasorb 300 brand of granular activated carbon ("GAC") or Custom Reactivated Carbon to the City of Aurora's Water Treatment Plant for use in its twelve (12) gravity water treatment filtration units for the purpose of controlling undesirable taste and odors, and assisting in removal of turbidity from the city water supply on the following terms and conditions:

A. PAYMENTS

1. The City of Aurora will pay Calgon Carbon monthly fees for each filter or block of filters for thirty-six (36) consecutive months. Filters can be grouped in sets of two (2) or four (4) for exchange purposes. The fee will be calculated using the base fee for the material being supplied on a cubic foot (ft³) basis. The calculation is made by multiplying the cubic foot of GAC needed for the bed, times the base fee per ft³ of the material to be supplied, then divided by thirty-six (36) months. The calculated fee will remain unchanged for thirty-six (36) months from the date of installation, at which point it will move into extended use, in accordance with Article B, Section 1 below.

Example: Filter 1 has 2,420 ft³ of GAC. The Example Base fee for Filtrasorb 300 is \$40.46 per cubic foot. $2,420 \times \$40.46 = \$97,913.20$. $\$97,913.20/36 =$ a monthly payment for filter 1 of \$2,719.81 per month.

2. The Base Fees are as follows for all GAC purchased in calendar year 2013:
 - a. Filtrasorb 300 GAC: \$49.40/ ft³
 - b. Custom Reactivation: \$29.70/ ft³Custom Reactivation pricing includes make up virgin carbon as needed to supply the proper quantity as stated in Exhibit I.
3. The City of Aurora shall remit payment in full to Calgon Carbon for each Calgon Carbon invoice within thirty (30) days from date of invoice.
4. Existing Lease Agreements: *See attached payment summary; Attachment #1.* The City of Aurora and Calgon Carbon Corporation agree to continue the following existing lease agreements as part of this Amended and Restated Agreement. All existing leases shall continue under all of the provisions as stated in this Amended and Restated Agreement.

a. Filters 9-12:

Lease Started/GAC Installed: March 2012

Base Fee: \$40.65/ ft³

Monthly Lease Rate: \$2,326.45/filter

b. Filters 5-8:

Lease Started/GAC Installed: October 2010

Base Fee: \$40.65/ ft³

Monthly Lease Rate: \$2,719.81/filter

B. DURATION OF AGREEMENT

1. This Agreement will be in effect for each individual filter for thirty-six (36) months from the time of installation. After thirty-six (36) consecutive months, the City of Aurora has the option to extend the use of the GAC under an extended use option (the "Option"). The Option will be one-half of the monthly fee for the filter as described in Section A, "Payments." The City of Aurora can then continue to utilize the GAC until such time as the City of Aurora deems necessary to exchange or remove the spent GAC. Warranties will not apply during the Option period. If the City of Aurora requests Calgon Carbon to exchange the GAC in a given filter before the end of the thirty-six (36) month term, and for a reason not otherwise covered by the contract warranty (Exhibit V, Section 5), the City of Aurora will be responsible to pay off the balance of the Lease in a lump sum or the balance will be added to the new thirty-six (36) month lease for the filter.
2. Extensions with GAC exchange of the Potable Water Service Agreement may be made by addendum at the option of the City of Aurora. Fee adjustments will be made as outlined in Exhibit V., Section 4, "Fee Adjustment."

C. PRIOR AGREEMENTS

1. This Agreement supersedes any prior agreement and all amendments or addenda thereto, either written or oral, between the City of Aurora and Calgon Carbon. The entire agreement is contained herein, and there are no promises or representations affecting this Agreement, and any terms and conditions appearing in any purchase order, or similar documents issued or accepted in connection with the services unless here stated and to be rendered hereunder shall be null and void.

The parties have mutually agreed to these terms and conditions as of the date designated below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below:

CITY OF AURORA, IL

Signature

Name

Title

Date

CALGON CARBON CORPORATION

Signature

Name

Title

Date

EXHIBIT I

RESPONSIBILITIES OF CALGON CARBON

1. VIRGIN GAC

Calgon Carbon will manufacture and deliver the necessary Filtrasorb 300 activated carbon as specified in Exhibit VII, to fill any of the twelve (12) gravity water filters at the City of Aurora Water Treatment Plant. Filters 1-8 having a surface area of 484 square feet per filter will contain approximately 2,420 ft³ of Filtrasorb 300 activated carbon per filter, resulting in a filter bed depth of approximately 60 inches. Filters 9-12 are four (4) CBI decelerating filters housing 2,070 ft³ each. Refer to Exhibit III – Carbon Filter Schedule, for specific information.

CUSTOM REACTIVATED GAC

Calgon Carbon will reactivate and deliver the necessary custom reactivated carbon to fill twelve (12) water filters at the City of Aurora Water Treatment Plant. Filters 1-8 having a surface area of 484 square feet will contain approximately 2,420 ft³ of custom reactivated carbon, resulting in a filter bed depth of approximately 60 inches. Filters 9-12 are four (4) CBI decelerating filters housing 2,070 ft³ each.

Calgon Carbon will provide reactivation services on spent carbon from the City of Aurora Water Treatment Plant to return the activated carbon to working levels as specified in Exhibit VI. Losses during reactivation will be made up using virgin Filtrasorb 300. Should Calgon Carbon not be able to perform satisfactory reactivation of the spent activated carbon due to manufacturing problems, Calgon Carbon will replace the material using virgin Filtrasorb 300; provided that Calgon Carbon will not be required to replace the material if the activated carbon has reached the end of its reactivation potential, described in Exhibit IV.

Any spent GAC covered by this Agreement will be subjected to reactivation acceptance testing by Calgon Carbon as described in Exhibit IV attached hereto. Further, Calgon Carbon will periodically retest the spent GAC to assure it remains acceptable for reactivation. Calgon Carbon reserves the right to reject for reactivation, spent GAC with quality that creates excessive corrosion, slagging, exothermic reactions, or other operational problems including lower furnace operating rates.

2. GAC exchanges will be done at the end of the thirty-six (36) consecutive months for each filter unless delayed further by the City of Aurora. Refer to Exhibit III – Carbon Filter Schedule, for specific information.
3. Calgon Carbon will retain ownership of the activated carbon. If Calgon Carbon is not providing Custom Reactivation, then Calgon Carbon will return the spent carbon to one of its reactivation facilities. Calgon Carbon will assure the City of Aurora that the spent carbon will be disposed of in a safe and responsible manner, including reactivation, if the carbon meets Calgon Carbon's spent activated carbon acceptance criteria listed in Exhibit IV. Calgon Carbon will notify the City of Aurora in writing of the final disposition of the spent carbon referenced herein.
4. Calgon Carbon will provide the necessary labor, equipment and transportation to facilitate all aspects of activated carbon exchanges.
5. Calgon Carbon will supply supervision during the exchanges and coordinate with the

owner on the backwashing of the gravity filter(s) and will be solely responsible for all safety practices and procedures during carbon installation and removal.

6. Calgon Carbon will provide appropriate backwash curves and train the plant operations personnel at the time of the initial fill on proper backwash procedures.
7. Calgon Carbon will analyze a representative sample of the activated carbon from each of the three separate sets of filters on a semi-annual basis for iodine number, ash, apparent density, mesh size, and all other characteristics listed in Exhibit IV.
8. Calgon Carbon will provide liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage for general liability, and the City of Aurora will be named as a primary, non-contributory additional insured on said policy.
9. Should Calgon Carbon decide to exit the contract for a set of filters after the base 36-month lease period has expired, all costs associated with removal, transportation and disposal of the granular activated carbon will be paid for by Calgon Carbon. Calgon Carbon is required to provide the City of Aurora at least 180 calendar days advance notice of its intent to terminate the lease agreement for that set of filters.

EXHIBIT II

RESPONSIBILITIES OF THE CITY OF AURORA, IL

1. The City of Aurora will provide the necessary water, electricity, and suitable drainage to accomplish the transfer of the activated carbon.
2. If a spill occurs into the source water supply for the City of Aurora, whether the City of Aurora is at fault or not, then the City of Aurora will notify Calgon Carbon of the occurrence and the type of chemicals spilled, if known by the City of Aurora.

If it is then determined by the City of Aurora that the activated carbon was contaminated by the spill, the City of Aurora can then request Calgon Carbon to remove, replace or Custom Reactivate the activated carbon at the City of Aurora's sole cost and expense. Calgon Carbon will take the spent activated carbon back for thermal reactivation subject to spent carbon acceptance, as listed in Exhibit IV, and supply additional virgin Filtrasorb 300 or Custom Reactivated GAC. Filtrasorb 300 and Custom Reactivated GAC will be priced as set forth in Section A. Payments Part 2.

Should the City of Aurora declare the spent activated carbon hazardous, the City of Aurora will request a price quote from Calgon Carbon for the removal and transportation of the hazardous, spent carbon to Calgon Carbon's reactivation facility. The City of Aurora shall have the option of accepting the Calgon Carbon quote and having Calgon Carbon perform the removal and transportation, or rejecting the Calgon Carbon quote and having the work performed by others. Some additional testing may be required in both situations for the handling and reactivation of the spent carbon at Calgon Carbon's reactivation facility. The sample test costs will be passed on to the City of Aurora.

3. If during the term of the Agreement the activated carbon becomes fouled by inorganic precipitates, such as calcium carbonate or iron oxide, the City of Aurora shall have the option to clean the activated carbon or request Calgon Carbon to exchange the fouled activated carbon. The cost of cleaning the activated carbon will be the responsibility of the City of Aurora and the cost of replacement activated carbon will be the responsibility of the City of Aurora, at the prices set forth in Section A. Payments Part 2.
4. The City of Aurora will provide clear access to the site for delivery and installation of the virgin activated carbon/custom reactivation and spent carbon removal.
5. The City of Aurora will provide all plant modifications, pre and post treatments and disinfection of the filter beds as may be required.
6. Should the City of Aurora decide to exit the contract for a set of filters after the base 36-month lease period has expired, the City of Aurora shall request a price quote from Calgon Carbon for the removal, transportation, and disposal of the spent carbon. The City of Aurora shall have the option of accepting this price quote, or making separate arrangements to have the spent carbon removed and transported back to Calgon Carbon.

The City of Aurora is required to provide Calgon Carbon at least 180 calendar days advance notice of its intent to terminate the lease agreement for that set of filters.

EXHIBIT III

CARBON FILTER SCHEDULE
Payment Schedule will be outlined
In Attachment #1 titled

“Aurora Spreadsheet of Payments and Exchanges April 2010-1A.xls”

Filter No.	Carbon Vol. Each (ft ³)	Carbon Type	Installation Date	36-Month Lease End Date	Tentative Exchange Date	Estimated Subsequent 36-Month Lease End Date
1	2,420	Filtrisorb 300/CMR	April 2010	April 2013	December 2013	December 2016
2	2,420	Filtrisorb 300/CMR	April 2010	April 2013	December 2013	December 2016
3	2,420	Filtrisorb 300/CMR	April 2010	April 2013	December 2013	December 2016
4	2,420	Filtrisorb 300/CMR	April 2010	April 2013	December 2013	December 2016
5	2,420	Filtrisorb 300/CMR	Oct. 2010	October 2013	March 2014	March 2017
6	2,420	Filtrisorb 300/CMR	Oct. 2010	October 2013	March 2014	March 2017
7	2,420	Filtrisorb 300/CMR	Oct. 2010	October 2013	March 2014	March 2017
8	2,420	Filtrisorb 300/CMR	Oct. 2010	October 2013	March 2014	March 2017
9	2,070	Filtrisorb 300/CMR	November 2012	November 2015	March 2016	March 2019
10	2,070	Filtrisorb 300/CMR	November 2012	November 2015	March 2016	March 2019
11	2,070	Filtrisorb 300/CMR	November 2012	November 2015	March 2016	March 2019
12	2,070	Filtrisorb 300/CMR	November 2012	November 2015	March 2016	March 2019

EXHIBIT IV

CRITERIA FOR RETURN FOR REACTIVATION OF NON-RCRA SPENT GRANULAR ACTIVATED CARBON (GAC)

The following ACCEPTANCE CRITERIA **must** be met for return for reactivation:

<u>Characteristic/Property</u>	<u>Limits of Acceptability</u>
Size	Greater than or equal to 12x40 mesh
pH Range	Greater than 2.0 and less than 12.5
Ignitable (per RTM-10)	Not Acceptable
Dioxins (by testing, court decree or definition)	Non – Detectable per Analytical Method: SW846 8280 (0.0)
Polychlorinated Biphenyls (PCBs)	Non – Detectable per Analytical Method: SW846 8082 (0.0)
1,2-Dibromo-3-chloropropane (DBCP)	Non - Detectable per Analytical Method: SW846 8260 (0.0)
Radioactivity	Not to exceed Background Level
Sodium	Maximum of 0.1 wt. %
Halogenated/Aromatic Volatiles (SW 846 - Methods 8010/8020)	Maximum of 2000 µg/g (Blue Lake plant only)

Note 1 : Spent Granular Activated Carbon to be returned for reactivation shall be free of any foreign debris (rock, wood, metal, etc.) or extraneous impurities, free of oil and grease, easily wetted by water, and free flowing.

Note 2: Acceptance for reactivation of spent carbon which has not been supplied by Calgon Carbon must be investigated on a case-by-case basis.

Note 3: The Analytical Method to measure for PCBs is **SW846 8082**. The Analytical Method to measure for Dioxins is **SW846 8280**. The Analytical Method to measure for DBCP is **SW846 8260**. Depending on the instrument used for these analytical methods, the MDLs may vary. If any of these compounds come back with a result above ND (non detect) then Calgon Carbon can not accept the media.

EXHIBIT V

GENERAL TERMS AND CONDITIONS

1. **ASSIGNMENT:** This Agreement is between CALGON CARBON CORPORATION ("CALGON CARBON") and the City of Aurora, IL ("Subscriber"), and any assignment of this Agreement, by either party, except to successors in interest, shall require the prior written consent of the other party, which consent shall not be unreasonably withheld.

2. **FORCE MAJEURE:** Neither Subscriber or CALGON CARBON, except as may otherwise be provided hereafter, shall be liable to the other party for failure to perform any of its obligations due to Act of God, accident, fire, flood, riot, war, terrorism, sabotage, explosion, strike, labor disturbance, national defense requirements, court order, governmental law, ordinance, rule, or regulation, whether valid or invalid, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or any similar or different contingency beyond the party's reasonable control which would make performance impractical whether or not the contingency is of the same class as those enumerated above (each, a "Force Majeure"). It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the party invoking Force Majeure and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of such party. The party invoking Force Majeure shall provide the other party with prompt written notification and shall advise the other party of its estimate as to when the Force Majeure condition will end. If CALGON CARBON invokes Force Majeure related to part or all of the services provided hereunder, no fees related to the areas covered by the Force Majeure claim shall be payable so long as the Force Majeure condition continues. If Subscriber invokes Force Majeure, only those fees associated with the on-site equipment will be payable during the period of Force Majeure. The period for performance shall be extended by the duration of any Force Majeure period, except that if such Force Majeure shall continue for a period greater than one-hundred (120) days, the party seeking performance may terminate this Agreement.

3. **CONTINGENCIES:** CALGON CARBON is responsible under this Agreement for the safe handling, transportation, and reactivation of spent carbon, generated by Subscriber in the application covered by this Agreement, in compliance with all laws, regulations, and orders, for both parties' protection. Therefore, if the loading of contaminants on the carbon exceeds safe limits for handling or reactivation as established by governmental law, regulation, or order related to regulated substances, then CALGON CARBON shall advise Subscriber that it cannot remove the spent carbon for reactivation as is and the parties shall work together to take corrective action. Potential corrective solutions may include: limiting the amount of contaminants on each load of carbon, special handling of the carbon at the site or reactivation center, employing alternate transportation options, or arranging for spent carbon disposal. Costs incurred for such corrective actions are not covered by the fees provided herein, and they shall be to the account of Subscriber, once the corrective action plan is agreed to by Subscriber.

4. **FEE ADJUSTMENT:**

The fee adjustment will be discussed at the end of each 36 month contract and/or at the time that a set of (4) four filters needs to be reactivated/exchanged.

5. **WARRANTY:** CALGON CARBON warrants that under normal conditions, Filtrasorb 300 or our Custom Reactivated carbon will perform the function of adsorption of dissolved organics which contribute to taste and odors during the life of the warranty. For purposes of warranty, effective organics taste and odor adsorption is defined as that reduction of adsorbable dissolved odors such that the threshold odor number of the carbon filtered water as measured by the procedure defined in "Standard Methods for Examination of Water and Wastewater," 16th Edition, shall not persistently exceed two (2) in the carbon filtered plant effluent for five (5) consecutive days with the treatment plant in normal operation at the time during the first thirty-six (36) months of the carbon's use. This warranty will begin on the date of installation and shall continue for thirty-six (36) months thereafter for each individual filter. This warranty is contingent on the following.

- A. If the raw water supply source has been exposed to contamination due to an accidental industrial discharge, chemical spill, or other similar adversity, such that it may be reasonably assumed that the level of organics in the water has been increased over that experienced during normal operation, it may be necessary for the Subscriber to initiate emergency procedures such as a complete bypass of contaminated water during the course of abnormal conditions. If emergency measures are not taken immediately to prevent the activated carbon from being exposed to excessive levels of organic contaminants, and CALGON CARBON is not immediately notified of such an emergency, the warranty may be voided in CALGON CARBON's sole discretion.
- B. Normal treatment of the water prior to carbon filtration will continue to be practiced. This includes suitable disinfection, coagulation, and clarification of the raw water and stabilization of clarified water before filtration.
- C. Average and maximum filtration rates will not exceed 5 gpm/square ft.
- D. The activated carbon will be installed and maintained by the Subscriber in the filters with the exception of a possible loss of up to one (1) inch of activated carbon bed depth per year attrition losses. If the losses should exceed one (1) inch of bed depth in any filter during any one (1) year operation, the excess activated carbon loss will be immediately replaced with Filtrasorb 300 activated carbon at Subscriber's expense or the warranty for that filter shall be null and void. For any reason other than the sole negligence of CALGON CARBON, all labor, transportation, and other expense involved in replacing such activated carbon will be for the account of the Subscriber.
- E. The water plant filters will be maintained in good operating condition and in accordance with accepted practice. If the activated carbon fails to perform due to encrustation by inorganic precipitates such as calcium carbonate, excessive biological growths, etc., this shall not be considered to be a breach of the warranty and the Subscriber will bear the expense of cleaning the activated carbon to restore performance per Exhibit II, Section 3, in accordance with cleaning procedures provided by CALGON CARBON.
- F. SHOULD THE ACTIVATED CARBON DURING THE WARRANTY PERIOD FAIL TO PERFORM UNDER EITHER OF THE ABOVE WARRANTY CRITERIA, CALGON CARBON, AS ITS SOLE OBLIGATION, SHALL HAVE THE OPTION TO EITHER REACTIVATE OR REPLACE ALL OR PART OF THE ACTIVATED CARBON TO RESTORE ITS CAPABILITY TO MEET THE WARRANTY. REPLACEMENT, LABOR, HANDLING, EQUIPMENT, REGENERATION AND SHIPPING COSTS IN THIS CASE WOULD BE FOR THE ACCOUNT OF CALGON CARBON.
- G. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE GOODS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED IN THIS SECTION 5. ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **INDEMNIFICATION:** Each party during the term of this Agreement to the extent of its negligence or willful misconduct and to the extent provided for in this Agreement will indemnify and save the other party harmless at all times against any liability on account of any and all claims, damages, law suits, litigation, expenses, counsel fees, and compensation arising out of property damages or injuries, (including death), arising out of its negligence or willful misconduct in the performance of this Agreement. Subscriber will reimburse CALGON CARBON for damages to the adsorption system site, to CALGON CARBON's other equipment on the adsorption site, including the CALGON CARBON bulk delivery trailer, or to the activated carbon caused by the negligence or willful misconduct of Subscriber, its employees, representatives, or agents. In the case of repeated acts of negligence or willful misconduct on the part of Subscriber, its employees, representatives, or agents, CALGON CARBON shall have the additional right to terminate this Agreement.

7. **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF CALGON CARBON UNDER THE AGREEMENT (INCLUDING THESE TERMS AND CONDITIONS) ,WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF CALGON CARBON FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 5 (ABOVE), SHALL NOT EXCEED, IN THE CUMULATIVE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, AN AMOUNT EQUAL TO THE TOTAL LEASE PRICE PAID BY SUBSCRIBER TO CALGON CARBON HEREUNDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CALGON CARBON BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER CALGON CARBON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ALL CLAIMS OF WHATSOEVER NATURE SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING WITHIN NINETY (90) DAYS OF THE OCCURRENCE GIVING RISE TO THE CLAIM. MOREOVER, ANY FAILURE OF SUBSCRIBER TO NOTIFY CALGON CARBON OF UNSATISFACTORY OPERATION OR ANY IMPROPER OR UNAUTHORIZED INSTALLATION, MAINTENANCE, USE, REPAIR, ADJUSTMENT, OR ATTEMPTS TO OPERATE THE SYSTEM OUTSIDE THE DESIGN LIMITS SHALL RELIEVE CALGON CARBON OF ANY FURTHER RESPONSIBILITIES HEREUNDER.

8. **TAXES, PERMITS, TARIFFS AND LICENSES:** The fees provided for in this Agreement to be paid by Subscriber to CALGON CARBON do not include any taxes, licenses, government tariffs or other assessments. Subscriber agrees to pay any sales and use taxes upon or measured by CALGON CARBON's services provided hereunder and for all applicable licenses, property taxes, personal property taxes and other taxes, fees, or assessments imposed on the adsorption system and the adsorption system site or upon the installation and operation of the adsorption system and will prepare and submit all documents, plans, and schedules which may be required by governmental agencies with the reasonable assistance of CALGON CARBON where necessary. Subscriber shall provide CALGON CARBON with a direct pay permit for sales tax, an affidavit of sales tax exemption, or an affidavit that equipment, products, and services are exempt from sales tax, or CALGON CARBON has the right to invoice Subscriber for said taxes on each invoice.

9. **VIDEOTAPING:** From time to time certain Subscribers desire to videotape the activities of CALGON CARBON representatives during presentations, training, or other on-site activities. If Subscriber desires to videotape such activities, a separate videotaping agreement shall be executed, in the interest of protecting both parties from any liabilities which may potentially result from such videotaping.

10. **SHORTAGE, LOSS, DAMAGES and NON-CONFORMITY:** It is Subscriber's responsibility to notify the freight carrier of any shortages, losses, or damage. This notification must be noted on the Bill of Lading at time of delivery. Claims will be disallowed if not reported within fifteen (15) calendar days of receipt of the respective Products and the responsibility for repairs/replacement will be on Subscriber. Without expanding the limited warranties set forth in Section 5, Subscriber shall have (i) thirty (30) days after delivery to its destination of use to inspect and test Systems for any apparent non-conformity, (ii) fifteen (15) days after delivery to its destination of use to inspect and test any Carbon provided hereunder for any apparent non-conformity, and (iii) fifteen (15) days after the performance of any On-Site Services to inspect and test such On-Site Services for any apparent non-conformity. Failure to so inspect and test, or to give notice to CALGON CARBON of any claim during the respective periods above, shall constitute an irrevocable acceptance of the Products and/or On-Site Services, and a waiver of any defect or warranty claim that could have been discovered by inspecting and testing. Subscriber shall have the right to reject, refuse acceptance and revoke acceptance of any non-conforming Products or On-Site Services during the respective periods.

11. **CONFIDENTIALITY:** Other than in the performance of the terms of the Agreement (including these Terms and Conditions), neither party or its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information (identified as such in writing by the disclosing party) of the other party (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered either in the performance of its obligations hereunder, through access to the other party's

assets, property, systems of whatever kind, or while on the other party's premises. Subscriber agrees that all pricing, discounts, design drawings and technical information that CALGON CARBON provides to Subscriber are the confidential and proprietary information of CALGON CARBON, whether or not otherwise identified as such. Each party warrants and represents that each employee, agent or subcontractor who performs work in connection herewith has been informed of the obligations contained herein and has agreed to be bound by them.

The obligations under this Section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this article relating to use and disclosure shall not apply to any information that is (i) rightfully known by a party prior to its disclosure, as evidenced by written records, maintained in the ordinary course of business by the receiving party; (ii) rightfully obtained by a party from any third party without any breach of an obligation of confidentiality; (iii) or becomes generally available to the public without restrictions other than as a result of a disclosure by the receiving party under this Agreement; (iv) disclosed by a party with the prior written approval of the other party; or (v) was independently developed by the receiving party without violation of the disclosing party's rights and without reference to the disclosing party's confidential information, as evidenced by written records, maintained in the ordinary course of business by the receiving party.

If the receiving party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, the receiving party shall provide the disclosing party with prompt written notice so that the disclosing party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions of this Agreement, the receiving party shall furnish only that portion of the confidential information which the receiving party is legally required to disclose and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information.

12. MISCELLANEOUS: (a) Neither party may delegate any duties nor assign any rights or claims hereunder without prior written consent from the other party, and any such attempted delegation or assignment shall be void. (b) In the event of any legal proceeding between CALGON CARBON and Subscriber relating to the Agreement (including these Terms and Conditions), neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury. (c) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (d) A party's failure to enforce, a party's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (e) CALGON CARBON reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in the Agreement (including these Terms and Conditions), quotations, order acknowledgments, invoices or other documents. (f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein, or at such other address as either party may from time to time designate to the other. (g) The parties agree that they will not use the other party's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without prior written consent from that party.

13. ENTIRE AGREEMENT: The Agreement (including these Terms and Conditions) and any attachments referenced in the Agreement, constitute, with respect to the subject matter hereof, the complete and exclusive statement of the contract between CALGON CARBON and Subscriber. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless made in writing and signed by CALGON CARBON and Subscriber. CALGON CARBON'S failure to object to terms contained in any subsequent communication from Subscriber (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

14. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Illinois. The parties agree that venue for any action relating to this agreement shall be proper in any court in the State of Illinois.

EXHIBIT VI

Product Specification for Custom Reactivation

Calgon Carbon shall supply a custom reactivated GAC that meets the following specifications:

1) Requirements:

- a) Bids shall only be accepted from manufacturers of bituminous coal based reagglomerated activated carbon.
- b) Bidders shall have a minimum of 15 years experience manufacturing virgin granular activated carbon and shall submit proof via a Manufacturer's Certificate and/or an Affidavit of Compliance.
- c) The bidder shall certify that it is the owner and operator of a minimum of two (2) dedicated, potable, NSF Certified reactivation facilities capable of receiving and reactivating spent GAC from this water treatment facility.
- d) Field Service personnel performing the exchange must be directly employed by the bidder.
- e) Bidder's virgin and reactivation manufacturing processes shall produce NSF/ANSI 61 certified products.
- f) Materials:
 - i) Materials shall comply with the requirements of the Safe Drinking Water Act, and other federal requirements.
 - ii) The reactivated GAC shall comply with NSF / ANSI 61.
 - iii) Effective procedures will be in place and utilized to ensure segregation of any spent and reactivated carbon intended to be returned as a custom reactivated product.
 - iv) Virgin make-up material shall meet the complete specifications of the Virgin GAC listed in Exhibit VII.
- g) Moisture:
 - i) The moisture content of the reactivated GAC shall not exceed 8% by weight of the listed container contents as packed, or at the time it is shipped by the supplier, if shipped in bulk. The moisture content shall be determined in accordance with ASTM 2867/AWWA B604-12.
 - ii) Note: As the moisture content of reactivated GAC may increase during bulk shipment because of ambient conditions that may be beyond the control of the supplier, a moisture content exceeding 8% is permitted in the reference sample collected after the shipment is received.
- h) Apparent Density:
 - i. The apparent density of the reactivated GAC shall be not less than 0.20 g/cc, as determined in accordance with ASTM D2862/AWWA B604-12. If the apparent density is 10% different than the specification for virgin Filtrasorb 300, Calgon Carbon will provide a recalculated Filter Backwash Bed Expansion chart for the appropriate filters based on the custom reactivated carbon's verified apparent density (see Attachment #2).
- b. Particle Size Distribution:
 - i. Particle size distribution shall be determined in accordance with ASTM 2862/AWWA B604-12. The particle size range of the reactivated GAC shall be as specified herein:
 - ii. Mesh Size: 8 x 30
 - iii. No more than 15% of the reactivated GAC shall be retained on the maximum-size sieve, and no more than 4% of the reactivated GAC shall pass the minimum-size sieve.
- c. Uniformity Coefficient:
 - i. The reactivated GAC shall have a uniformity coefficient not greater than 2.1.
- d. Abrasion:
 - i. The retention of mean particle diameter of the reactivated GAC shall not be less than 70% as determined either by the stirring abrasion test or the Ro-Tap abrasion test, AWWA B604-12.

2. Performance Criteria:

- a. Adsorptive Capacity-Iodine Number (exchange for TCN in trace removal applications):
 - i. If the iodine number of the received spent GAC is a minimum of 550 mg/g, the reactivated GAC shall attain an iodine number at least 850 mg/g with up to 20% virgin Filtrasorb 300 make up, as determined according to the ANSI/AWWA B604-12.
 - ii. If the iodine number of the received spent GAC is <550, the reactivated GAC shall attain an iodine number increase of at least 300 mg/g with up to 20% virgin Filtrasorb 300 make up.
 - iii. In no case shall the iodine number of the reactivated GAC be less than 500 mg/g carbon as determined according to the ANSI/AWWA B604-12.

EXHIBIT VII

Filtrisorb 300 Product Specification

Calgon Carbon shall supply a virgin GAC to make up losses of spent GAC via the reactivation process. The virgin GAC shall meet the following specifications:

1. Quantity of virgin GAC required as make-up in order to compensate for reactivated material lost in transport and reactivation, as well as that needed to bring the final reactivated product up to acceptable quality, shall be determined by Calgon Carbon based upon Calgon Carbon's experience reactivating similar carbons, and, if necessary, by sample testing.
2. Virgin GAC shall be Filtrisorb 300 as manufactured by Calgon Carbon or Approved Equal.
3. The GAC shall be manufactured in the United States of America.
4. The GAC shall be manufactured by a producer certified for ISO 9001:2000 quality standards and at the specific plant or site holding such certification. A copy of the valid certificate must be submitted with bid. It is understood that ANSI/NSF assures the GAC against toxicological hazards only. ISO 9001:2000 Certification assures the GAC of consistent conformance to stated product quality and standards listed in the specifications.
5. The GAC shall comply with AWWA B-604-12.
6. The GAC shall comply with NSF 61.
7. The GAC shall conform to Food Chemical Codex when tested under the conditions of the test outlined in the Food Chemical Codex, Third Edition.
8. The GAC must be an agglomerated bituminous coal based product with petroleum and coal based pitch binders sized to a granular form prior to baking and activation, broken pellets will not be accepted. Lignite, peat, wood, coconut, sub-bituminous based or direct activated GAC will not be accepted
9. The GAC shall be capable of removing turbidity, color, tastes, odors and other organic contamination from previously pretreated by conventional water treatment processes.
10. Calgon Carbon shall indicate the source of coal, carbon manufacturing location, the agglomeration/thermal process and capacity of the manufacturing facility. The City of Aurora reserves the right to inspect the GAC manufacturing and thermal processing facility.
11. Product shall meet or exceed the following:

<u>Product Specification</u>	<u>Value</u>	<u>Test Method</u>
Iodine Number (mg/g), min.	900	TM-4, ASTM D4607
Moisture, weight %, max.	2	TM-1, ASTM D2867
Effective size, mm	0.8 – 1.0	TM-47, ASTM D2862
Uniformity Coefficient, max.	2.1	TM-47, ASTM D2862
Abrasion No., min.	78	TM-9, AWWA B604-12
Trace Capacity Number, mg/cc	10	TM-79, TM-85 (converted to TCN)
Screen Size (US Sieve), weight %		
* Larger than No. 8, max.	15.0	TM-8, ASTM D2862
* Smaller than No. 30, max.	4.0	TM-8, ASTM D2862
<u>Typical Property</u>	<u>Value</u>	<u>Test Method</u>
Apparent Density, g/cc	0.56	TM-7, ASTM D2862
Ash	8%	TM-5, ASTM D2860
Water Soluble Ash	<1%	AWWA B604-12
Non-Wettable	<1%	AWWA B604-12

Legend

Denotes Extended Use of a filter

Denotes Carbon Exchange

Filter Number	Filter 1	Filter 2	Filter 3	Filter 4	Filter 5	Filter 6	Filter 7	Filter 8	Filter 9	Filter 10	Filter 11	Filter 12	Total
Product Currently in Use	F300	F300	F300	F300	F300	F300	F300	F300	F300	F300	F300	F300	
Cubic feet per filter	2,420	2,420	2,420	2,420	2,420	2,420	2,420	2,420	2,070	2,070	2,070	2,070	
Date													
Jan-09	\$1,904.50	\$1,904.50	\$1,904.50	\$1,904.50	\$1,904.50	\$1,904.50	\$1,904.50	\$1,904.50	\$814.50	\$814.50	\$814.50	\$814.50	\$18,494.00
Feb-09	\$952.25	\$952.25	\$952.25	\$952.25	\$1,904.50	\$1,904.50	\$1,904.50	\$1,904.50	\$814.50	\$814.50	\$814.50	\$814.50	\$14,685.00
Mar-09	\$952.25	\$952.25	\$952.25	\$952.25	\$1,904.50	\$1,904.50	\$1,904.50	\$1,904.50	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$20,732.80
Apr-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
May-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Jun-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Jul-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Aug-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Sep-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Oct-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Nov-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Dec-09	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Jan-10	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Feb-10	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Mar-10	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
Apr-10	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$16,923.80
May-10	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$23,994.04
Jun-10	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$23,994.04
Jul-10	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$23,994.04
Aug-10	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$23,994.04
Sep-10	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$23,994.04
Oct-10	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$952.25	\$952.25	\$952.25	\$952.25	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$23,994.04
Nov-10	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$31,064.28
Dec-10	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$31,064.28
Jan-11	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$31,064.28
Feb-11	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$31,064.28
Mar-11	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$31,064.28
Apr-11	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,719.81	\$2,326.45	\$2,326.45	\$2,326.45	\$2,326.45	\$31,064.28

FILTRASORB 300 - BED EXPANSION

ATTACHMENT 2

BACKWASHED & SEGREGATED BED

