

# **MINUTES**

## **KEY COLONY BEACH CITY COMMISSION**

### **REGULAR MEETING & PUBLIC HEARING**

Thursday, November 20<sup>th</sup>, 2025 – 9:30 AM

Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

- 1. Call to Order, Pledge of Allegiance, Prayer, and Roll Call:** The Key Colony Beach City Commission Meeting was called to order by Mayor Freddie Foster at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** Assistant City Attorney Jim Hicks, City Administrator John Bartus, Building Official Tony Loreno, Chief of Police Kris DiGiovanni, Marathon Fire Chief James Muro, Administrative Assistant Par Darnall, City Clerk Silvia Roussin.

**Public Attendance:** 15

- 2. Approval of the Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote*)

City Clerk Roussin announced the following agenda updates:

**Under Item 6 for Consent Action Items:**

6c. Confirmation on a Recommendation of Jay (Skip) Helme as an Alternate Member to the Planning & Zoning Board.

**Under Item 7 for Discussion Action Items:**

A new Item 7g. Discussion/Approval of a Membrane Replacement Proposal by Veolia for \$226,605.00 per the Recommendation of the Utility Board

**Under Item 8: Ordinances & Resolutions:**

Item 8d. The addendum of Resolution 2025-15 for the Adoption of Personnel Policy Amendments

**Under Item 11 Commissioner's Reports and Comments**

11a. Commissioner Harding: The addendum to the Wastewater Report

11d. Vice-Mayor Colonell:

1. City Hall Groundbreaking Plan
2. Relocation of Trees at City Hall
3. Internet, CCTV, Music, Wiring, and Planning
4. Sadowski Causeway Sailfish Display Proposal

There were no additional changes, and Mayor Foster called for a motion to approve.

**MOTION:** Motion made by Vice-Mayor Colonell to approve. Commissioner Diehl seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- 3. Special Requests:** None.

#### 4. Citizen Comments and Correspondence

Mayor Foster welcomed back returning winter residents and then asked for citizen correspondence.

City Clerk Roussin provided the following citizen correspondence:

11-18-2025, Ken and Leah Baranowski wrote to the City Commission with questions on the Fishing Pier at Sunset Park.

There was no further correspondence, and Mayor Foster asked for citizen comments.

Bill Catto, of 601 W. Ocean Drive, expressed support for Daryl Rice Management and the ongoing management by Daryl Rice, stating that renewing the lease is in the city's best interest.

Doug Lipke from Monte Christo Condominiums echoed Bill Catto's comments, spoke about the community's previous and ongoing support for Daryl Rice's continued management, and expressed backing for moving forward with a comprehensive agreement. He provided comments on commitments, improvements made, and recommendations for the lease term. Doug Lipke asked the commission to proceed with a one-year lease agreement, including a six-month extension.

Lynn Goodwin, 180 10th Street, spoke in support of managing the golf course under Daryl Rice and moving forward with the proposal.

Len Testa, 828 W. Ocean Drive, expressed support for Daryl Rice by advocating for the contract renewal and offered to help with communication between Daryl Rice and the City.

Jimmy Padget, 180 10th Street, recalled serving as the co-chairman of the Recreation Committee when Daryl Rice was hired and mentioned that Daryl Rice did an excellent job managing the golf course. Jimmy Padget stated that it is in the best interest of the city to keep Daryl Rice in charge of managing the golf course.

A resident commented on the Commission's role to serve the community. Mayor Foster echoed this sentiment, inviting residents to volunteer for service.

Richard Pflueger, 240 8th Street, asked the Commission to grant the longest legally possible lease term and to be open and transparent about ongoing management plans.

Jan Pflueger, 240 8<sup>th</sup> Street, asked the City Commission to honor the wishes of residents.

#### 5. Committee and Department Reports *(written reports provided; Staff and Board Chairs available for questions)*

**a. Marathon Fire/EMS** – Marathon Fire Chief Muro delivered his monthly report, covering call volume, staff training, and the helicopters received by the Sheriff's Office. Chief Muro mentioned attending upcoming BBQ events with the police and provided additional details about helicopters currently in service in the County. Chief Muro confirmed that calls have increased with the influx of people.

**b. Police Department** – Chief DiGiovanni reported attending the Veterans Day parade in Key West and the City of Marathon, mentioned the upcoming BBQ event this Sunday, and introduced Martha Dreyer as the

new Code Officer. Chief DiGiovanni also discussed offering police boat assistance to the county when needed and maintaining a good reciprocal relationship with the county.

- c. **City Administrator** – John Bartus introduced the Representatives from SWIG to give their report.
1. **SWIG Update** – SWIG Representative Sandy Walters discussed upcoming grant deadlines for the proposed project and gave answers to comments given at the prior meeting. Sandy Walters explained the purpose of the project to improve near-shore water quality, outlined grant management by the City, and provided additional details about the project, including suggested locations, the federal procurement rule, and the City of Lakeland Demonstration Project. Sandy Walters highlighted the benefits to the city and described the small-scale pilot project's nature. The Commission had no questions on the presentation, and Mayor Foster thanked Sandy Walters for attending the meeting.
  2. **Ron Book Update** – City Administrator Bartus gave background on Lobbyist Ron Book and introduced him to the Commission via Zoom. Mayor Foster spoke about beautification projects completed in the city with grant funds and about requests submitted under the current grant cycle for stormwater and wastewater improvements. Mayor Foster explained that three remaining outfalls in the city discharge untreated water into the canal system, with the goal of making the city the first in South Florida to have no untreated water discharged into local waters. Mayor Foster discussed the possibility of additional grants for wastewater plant upgrades, canal restoration, and road improvements, and the importance of having a lobbyist to secure funding for the city. Ron Book thanked the Commission for the opportunity to work with the city and looks forward to obtaining funding for the city. City Administrator Bartus confirmed the proposed agreement for a one-year term for \$50,000.00. Mayor Foster added the proposal to the agenda and asked for a motion to approve.

**MOTION:** Motion made by Commissioner Diehl to approve. Vice-Mayor Colonell seconded the motion.

**DISCUSSION:** Commissioner Harding supported the proposal and confirmed the ability to establish offsets in the budget. Mayor Foster restated the motion.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

3. **Early Alert Update** – City Administrator Bartus discussed the services provided by Early Alert for post-disaster support and explained the benefits and government contracts involved. He asked for approval to move forward with the agreement to piggyback on the City of Marathon's contract. Mayor Foster recalled previous issues with reimbursements after Hurricane Irma and highlighted the importance of late Mayor/Commissioner Ron Sutton's efforts. The Commission had no objections and gave City Administrator Bartus a nod of approval.
4. **Floodproofing Wastewater Lift Station Equipment** – City Administrator Bartus discussed the opportunity for a non-disaster-related FEMA grant for mitigation purposes, noting that an application had been submitted with the support of Commissioner Harding and that they had been notified the application is moving to the next stage. City Administrator Bartus also confirmed that the FRDAP grants have been accepted to the next stage.

Mayor Foster asked for questions for the City Administrator.

Commissioner Harding asked for an update on proceedings with a quote for the basketball court. City Administrator Bartus stated to follow up at the next meeting and to work with the City Attorney on an RFP. Commissioner Harding requested a compilation of needs for the next FRDAP grant cycle for the 1st Street bathroom and confirmed that funding was budgeted with the support of grant funding. City Administrator Bartus confirmed that the requirements would be completed for the next grant cycle.

- d. Building/Code Department – Building Official Loreno: The Commission had no questions on the report.
- e. Public Works – Public Works Department Head Guarino: Mayor Foster informed that Public Works Department Head Guarino will not be attending the meeting in order to prioritize current city projects. Commissioner Harding asked for updates on the implementation of Wi-Fi at the Pickleball Courts, which City Clerk Roussin said would be provided. Commissioner Harding expressed further concern about irrigation costs at East Street Park and asked to follow up with Public Works Department Head Guarino directly.
- f. City Hall – City Clerk Roussin reminded residents to always be able to contact City Hall with questions about procedures and protocol, and to facilitate meetings with elected officials if requested.
- g. Beautification Committee – Chair Bachman: No report.
- h. Planning & Zoning Board – Chair Lancaster: No report.
- i. Recreation Committee – Chair Catto informed the Commission about the new project idea form, which allows residents to suggest new recreation ideas. City Catto reported that the Golf Course Club House was decorated with help from Beautification Chair Sandy Bachman, and she stated that the Recreation Committee will help decorate the city next year. Chair Catto discussed the Committee's goals for 2026, including constructing a basketball court, making 1st Street Park ADA compliant for pathways, and building bathrooms. She also talked about the possibility of a golf pavilion and requested better communication between the Committee and the Commission. Cindy Catto mentioned a committee member's resignation due to frustration over a lack of communication and reiterated concerns about the current state of the tennis and basketball courts.

Commissioner Harding complimented Cindy Catto on seeking feedback from residents for city improvements.

Commissioner Harding suggested giving staff extra time off for Christmas and New Year's Eve, following late Mayor/Commissioner Sutton's tradition. City Clerk Roussin mentioned she had communicated with the Mayor about the possibility of additional time off.

**MOTION:** Motion made by Commissioner Harding to allow additional time off for December 26<sup>th</sup> and January 2<sup>nd</sup>. Commissioner Diehl seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- j. Utility Board – Chair Swanson

**6. Consent Action Items** *(Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*

- a. Approval of the following City Commission Meeting Minutes:
  1. 10-16-2025 City Commission Public Hearing Minutes



2. 10-16-2025 City Commission Regular Meeting Minutes
3. 10-24-2025 City Commission Special Meeting Minutes
4. 11-05-2025 City Commission Workshop Meeting Minutes
- b. Approval of Warrant No. 1025 for \$876,495.11
- c. Approval of Jay Helme as an Alternate for the Planning & Zoning Board (TBD: Planning & Zoning Meeting 11/19/2025)

Mayor Foster inquired if there were any requests to move a consent action item to discussion items. There were none, and Mayor Foster requested a motion.

**MOTION:** Motion made by Commissioner DiFransico to approve the Consent Action items. Vice-Mayor Colonell seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

## 7. Discussion Action Items

- a. **Discussion/Review of the Unsolicited Lease Proposal for a Public-Private Partnership by Daryl Rice Management Regarding the Golf Course**
  1. Determination of whether the Proposal is in Public Interest

Mayor Foster presented the agenda item and explained the purpose of deciding to advance the proposal to the next stage. Mayor Foster then called for a motion to approve the proposal.

**MOTION:** Motion made by Commissioner Harding. Commissioner DiFransico seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- b. **Discussion/Approval of the Second Interim Lease Agreement Extension with Daryl Rice Management LLC.**

Mayor Foster introduced the agenda item and asked for a motion to approve.

**MOTION:** Motion made by Commissioner Harding. Commissioner Diehl seconded the motion.

**DISCUSSION:** Commissioner Harding inquired about considering a rent increase. Mayor Foster suggested waiting to include the increase in lease negotiations, which Commissioner Harding agreed with. Commissioner DiFransico asked whether backup documents should be included in the lease extension, but Commissioner Harding recommended leaving it as is for cost-saving reasons. Mayor Foster reminded everyone of the need for a standard purchase order agreement from the City Attorney's office.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

Mayor Foster highlighted the city's improvements to the golf course this year and expressed hope that residents appreciate these efforts. Commissioner Harding commended residents for their positive and constructive feedback.

- c. **Discussion/Approval of a Recommendation by the Recreation Committee for the Implementation of a Protocol for New Recreation Committee Projects**
  1. Protocol
  2. Request Form

Mayor Foster introduced the agenda item, which was previously discussed by Recreation Committee Chair Cindy Catto, and expressed support for the protocol but requested that this not be a requirement for bringing new proposals forward. There was no objection.

**MOTION:** Motion made by Mayor Foster to approve. Commissioner Harding seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**d. Discussion/Review of the Updated Recreation Committee Priority Improvement List**

Mayor Foster introduced the agenda item and noted no objections to the improvement list.

**MOTION:** Motion made by Commissioner Harding to approve. Commissioner Diehl seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**e. Discussion/Approval for Amendments to the Employee Resource Guide**

Mayor Foster introduced the agenda item and commented on the work that has been done to update the manual, then asked for additional comments. Commissioner Harding provided remarks on overtime for Department Heads during emergency events, the safety policy, a work-from-home policy, the ability to take vacation time after three months, and rollover. City Clerk Roussin had no concerns about taking vacation time after three months and noted the Mayor's ability to approve work-from-home requests on a case-by-case basis. Mayor Foster then called for a motion.

**MOTION:** Motion made by Commissioner Diehl. Vice-Mayor Colonell seconded the motion.

**DISCUSSION:** Vice-Mayor Colonell asked for clarification on the suggested changes to allow vacation time after three months, to add the work-from-home policy to the manual, and to include overtime for Department Heads in the personnel manual. Commissioner Harding commented on overtime needs before and after a storm event. Mayor Foster confirmed that the minor edits were to be included in the motion. City Clerk Roussin confirmed the maximum accrual of vacation time and the payout limit to be included in the manual.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**f. Discussion/Approval of a proposal by Sands of the Keys to purchase or lease of a Printer/Scanner**

1. Option A: \$15,870.49 or 12-month financing at \$1,479.72 per month
2. Option B: \$15,870.49 or financed over 36 months at \$475.00 per month
3. Option C: 63-month lease at \$299.00 per month.

Mayor Foster introduced the agenda item and expressed support for the need for the printer, then asked for Commissioner comments. The Commission discussed the proposed options regarding cost, lease versus purchase, technology changes, and maintenance support.

**MOTION:** Motion made by Vice-Mayor Colonell to approve Option C for a 63-month lease. Commissioner Harding seconded the motion.

**DISCUSSION:** Mayor Foster supported a lease versus a purchase.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- g. Discussion/Approval of a Membrane Replacement Proposal by Veolia for \$226,605.00 per the Recommendation of the Utility Board \*\*agenda addition\*\*

Mayor Foster presented the agenda item and called for a motion to approve.

**MOTION:** Motion made Commissioner DiFransico to approve. Commissioner Harding seconded the motion.

**DISCUSSION:** Commissioner Harding confirmed the funds available in the budget and noted the need to make purchases this year and the next. Commissioner Harding mentioned that the item has a long lead time of four to five months, and replacements are expected about every eight years. Mayor Foster said he had requested appropriations for the Wastewater Plant, with the possibility of adding the membranes if approved.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

## 8. Ordinances & Resolutions

- a. **SECOND AND FINAL READING OF ORDINANCE 2025-502:** An Ordinance of the City of Key Colony beach, Florida, amending Chapter 5 of the Code of Ordinances related to ‘Boats, Boat Trailers, Marine Facilities and Waterways’, Article III, “Marine Construction and Improvements, Docking of Boats”, Division 3 “Docks, Piers, and Mooring Equipment”, Section 5-44 related to City Commission Approval Criteria, providing for codification, repealing any inconsistent provisions, providing for severability, and providing an effective date.
  - 1. Ordinance 2025-502
  - 2. Business Impact Statement
  - 3. Proof of Publication

Mayor Foster gave the second and final reading of the proposed ordinance amendment and requested a motion for approval.

**MOTION:** Motion made by Vice-Mayor Colonell. Commissioner Diehl seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval. The Ordinance was adopted.

- b. **Resolution 2025-13:** A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida, Determining That The Unsolicited Proposal For The Management, Operation And Maintenance Of The City’s Public Golf Course Is In The Public Interest; Directing The Publishing Of The Required Report In The Florida Administrative Register; Authorizing The Negotiation And Preparation Of A Comprehensive Agreement; Providing For An Effective Date.

Mayor Foster read the proposed Resolution and called for a motion to approve.

**MOTION:** Motion made by Commissioner DiFransico to approve. Commissioner Harding seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

Commissioner DiFransico asked for an explanation of the upcoming timelines. Assistant City Attorney Hicks explained that the next step is publishing the summary in the Florida Register, comments having been received, and that a draft comprehensive agreement will most likely be ready in January.

Vice-Mayor Colonell asked for guidance to assist residents working with Daryl Rice Management and inquired about potential community aid. Assistant City Attorney Hicks discussed the process of drafting

an agreement and explained that comments from the City Attorney must be directed to the attorney for Daryl Rice Management. Vice-Mayor Colonell suggested that community members contact Daryl Rice for advice on drafting an agreement, and Jim Hicks agreed. Mayor Foster confirmed that the City Attorney's office does not engage directly with citizens and that all work is done at the will of the Commission.

- c. **Resolution 2025-14:** A Resolution of the City Commission of the City of Key Colony Beach, Florida, Adopting the 2025 Update of the Local Mitigation Strategy as required by State and Federal Regulations to Qualify for Certain Mitigation Grant Funding; and providing for an effective date.

Mayor Foster read the proposed Resolution and called for a motion to approve.

**MOTION:** Motion made by Commissioner Harding to approve. Commissioner DiFransico seconded the motion.

**DISCUSSION:** Commissioner Harding gave background on updating the document and identifying risks and missing elements, and thanked Commissioner DiFransico for his edits. Commissioner DiFransico commented on the document, including risks and mitigations for all the Keys, including a section specifically for the City of Key Colony Beach, with good resources for residents.

**ON THE MOTION:** Rollcall vote. Unanimous approval. The Resolution was adopted.

- d. **Resolution 2025-15:** A Resolution of the City of Key Colony Beach, Florida, approving the revised Personnel Policy Manual, repealing all prior Policies in conflict herewith, providing for implementation, and providing for an effective date.

Mayor Foster read the proposed Resolution and asked for a motion to approve.

**MOTION:** Motion made by Commissioner DiFransico to approve. Commissioner Harding seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval. The Resolution was adopted.

## 9. Secretary-Treasurer's Report

### a. October 2025 Financial Summary

Commissioner Harding shared his financial summary for October, highlighting a typical month with low revenue and normal expenses. He voiced concern about increasing costs for East Park irrigation, noted that October bills were deferred to the previous fiscal year for budgeting purposes, and recommended switching investments to CDs due to lower interest rates. Commissioner Harding reported receiving reimbursements from the Pickleball and Wastewater grant and a pending request for Stormwater funds. Commissioner Harding confirmed sufficient funds for the City Hall project for the current fiscal year and mentioned a possible need for a \$2.5 million long-term loan, and requested feedback from the Commission on additional City Hall requirements. The Commission had no questions about Commissioner Harding's report.

## 10. City Attorney's Report

Assistant City Attorney Hicks explained the technical requirements of the statutes governing the P3 comprehensive agreement, reported on a signed settlement agreement regarding the Seawall matters, and noted that the issues have been resolved, with liens having been released. Mayor Foster disagreed with the previous actions that led to the enforcement and emphasized the importance of preventing similar situations in the future.

## 11. Commissioner's Reports & Comments

### a. Commissioner Tom Harding

#### 1. Wastewater Sampling Summary Report of November 17<sup>th</sup>, 2025

Commissioner Harding reminded about the Flu and RSV season, noting there are no current cases in the city, as well as no COVID cases or major concerns at present.

### b. Commissioner Kirk Diehl welcomed returned winter residents back and thanked the Mayor and Vice-Mayor for the City Hall project going in the right direction, looking forward to progress and groundbreaking of the project, and informed of working with City Administrator Bartus on an upcoming editorial in the Beeline.

### c. Commissioner Tom DiFransico talked about the received solicitation for ideas for the city from residents, looking for more ideas to make the city a better, nicer place, and to provide comments to City Clerk Roussin.

### d. Vice-Mayor Doug Colonell discussed contract preparations and the need to wait for revised drawings for the final contract. Vice-Mayor Colonell suggested groundbreaking for the project in mid-December, and gave comments on the issuance of the Notice-to-Proceed, the release of the building permit, and proposed timelines and schedules for the contractor. Mayor Foster confirmed that he is working on invitations for special dignitaries for the groundbreaking event. City Administrator Bartus said he is working on purchasing shovels and hard hats for the event. Mayor Foster emphasized safety requirements and approved moving forward with the purchase of hard hats, shovels, and a sign announcing the upcoming project. Vice-Mayor Colonell shared an idea for a sailfish statue for the city, funded through donations and possibly dedicated to staff. The Commission expressed support for this idea.

**Mayor Freddie Foster** announced a concert on January 11th to welcome residents back to the city and to showcase the improvements that have been made. He also reported on the ongoing work at the retention pond with plans to have the improvements completed by January 11th. Mayor Foster mentioned working on website updates with City Clerk Roussin and further informed about the upcoming workshop on December 1st for finance options for City Hall, inviting the public to attend.

Mayor Foster remarked on how misinformation can be harmful and urged residents to ask questions instead of making assumptions.

## 12. Citizen Comments: Chief DiGiovanni commented on improvements made to Sunset Park and commended the Mayor and the Commission for their hard work.

## 13. Adjournment: The meeting adjourned at 11:38 AM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

**ADOPTED:** December 18, 2025

*Silvia Roussin*

City Clerk

## **11-20-2025 Proposed Changes – Regular Meeting**

### **Under Item 6 for Consent Action Items:**

6c. Confirmation on a Recommendation of Jay (Skip) Helme as an Alternate Member to the Planning & Zoning Board.

### **Under Item 7 for Discussion Action Items:**

A new Item 7g. Discussion/Approval of a Membrane Replacement Proposal by Veolia for \$226,605.00 per the Recommendation of the Utility Board

### **Under Item 8: Ordinances & Resolutions:**

Under Item 8d. The addendum of Resolution 2025-15 for the Adoption of Personnel Policy Amendments

### **Under Item 11 Commissioner's Reports and Comments**

Under 11a. Commissioner Harding: The addendum to the Wastewater Report

Under 11d. Vice-Mayor Colonell:

1. City Hall Groundbreaking Plan
2. Relocation of Trees at City Hall
3. Internet, CCTV, Music, Wiring, and Planning
4. Sadowski Causeway Sailfish Display Proposal

## Membrane Replacement Proposal

<b>To:</b>	City of Key Colony Beach, referred to here as Key Colony Beach or Buyer	<b>Date:</b>	November 10, 2025
		<b>No. of Pages:</b>	26 including cover
<b>Attention:</b>	Shane Ellis	<b>Email:</b>	<a href="mailto:sellis@uswatercorp.net">sellis@uswatercorp.net</a>
<b>Plant Address:</b>	600 8 <sup>th</sup> Street, Key Colony Beach, FL, 33051 USA	<b>Telephone No.:</b>	
		<b>Cell No.:</b>	
		<b>Fax No.:</b>	
<b>From:</b>	Craig Brown Regional Lifecycle Manager	<b>Email:</b>	<a href="mailto:craig.brown@veolia.com">craig.brown@veolia.com</a>
		<b>Cell No.:</b>	678 687 3393
<b>CC:</b>	--		
<b>Subject:</b>	Membrane replacement: 64 x ZW500Ds 300ft <sup>2</sup> modules	<b>Proposal No.:</b>	631368-4
		<b>Original Project No.:</b>	500032
<b>Plant Data:</b>	Please provide corrections if inaccurate City of Key Colony Beach WWTP, ultrafiltration treatment of wastewater. 2 trains, 144 x ZW500Ds 300ft <sup>2</sup> modules in 9 x ZW500Ds 16M LEAP cassettes (1 train with 4 cassettes, 1 train with 5 cassettes). Plant update in 2018.		



## Proposal Provisos

This proposal has been issued based on the information provided by the customer and on information currently available to Veolia Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

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## 1. Introduction

Veolia Water Technologies & Solutions is pleased to present this proposal at the request of City of Key Colony Beach to provide wastewater membrane modules to replace the 4-cassette train at the Key Colony Beach WWTP.

Veolia is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver **solutions** that help our clients meet their critical business objectives.

Through long-acquired technical experience, Veolia has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are ready to serve and support Key Colony Beach through this next membrane lifecycle.

*Veolia would like to note that under the current exceptional circumstances across global supply chains and logistics networks, Veolia may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. Veolia reserves the right to modify the schedule / contract accordingly. Veolia will promptly inform you of any changes which may impact the contract or the project.*

## 2. Veolia Scope & Price

Veolia's scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

Item Description	Part #	Quantity	Price
ZW500Ds 300ft <sup>2</sup> membrane module, section 3.1	3151124	64	164,165
2-year full replacement membrane warranty, section 9		incl.	
Hardware, section 3.2		lot	
Off-site support, project management, section 4.1		incl.	
International shipment, fees and duties, section 5		incl.	28,810
Freight, DDP project site, section 5	3095534	incl.	
Tariffs <sup>Note 1</sup>		incl.	17,790
<b>Material, off-site labor, delivery</b>		<b>Sub-total</b>	<b>210,765</b>
On-site support, 2 FSRs, 2x10-hr days on-site plus travel & living, section 4.2	135491	1 visit	15,840
<b>On-site support</b>		<b>Sub-total</b>	<b>15,840</b>
<b>All figures are in USD and exclude taxes, which will be applied at the time of invoicing. Please make purchase order to ZENON Environmental Corporation.</b>		<b>Total Price</b>	<b>226,605</b>

**Note 1:** As of the date of this proposal, ZeeWeed membranes and components manufactured in Hungary are subject to a 15% tariff; tariffs and costs to administer tariffs have been included herein. Veolia reserves the right to adjust our pricing at the time of order based on any material changes to tariffs, duties, or other government-imposed costs that directly impact our pricing.

### Proposal Notes:

- Given the evolving geopolitical landscape and the potential for changes in tariffs, duties, and trade regulations, Veolia's pricing is based on the laws, regulations and tariffs in effect as of the date of this proposal. If any material changes to tariffs, duties, or other government-imposed costs directly impact our pricing or time of performance, Veolia reserves the right to adjust our proposal pricing and schedule accordingly.



At Veolia, we remain committed to our customers. Veolia assures you that we are taking proactive measures to mitigate any impacts caused by any increase in tariff rates. We will continue to communicate any impacts as they become known.

- Veolia's proposed price for ZeeWeed membranes is subject to adjustment between the period from the expiry of the proposal validity up to shipment of membranes according to upward changes in the following indices:
  - 40%: PPI Industry Index for Hungary: [LINK to Industry Index](#)
  - 60%: PPI Chemical Industry for European Union: [LINK to EU Chemical PPI](#)

In the event that either index becomes unavailable, a suitable equivalent replacement index will be agreed between the parties. The buyer has the right to request that the supplier supports any price increase with market pricing data, within the bounds of commercial confidentiality.

- **Shipment/Collection Delays:** The membrane sale will be subject to price adjustment if not collected within 1 month of Readiness for Shipment. After the one month of Readiness for Shipment if Purchaser does not send agreement to receive or collect the membranes (depending on Incoterms), Seller is entitled to reallocate the membranes to another customer.

Invoicing Schedule	Approximate % of Sub-Total	Invoice Value, Excluding Tax
An invoice will be issued upon acceptance by Veolia of customer purchase order. Approximate percent calculation based on the <b>material, off-site labor, delivery sub-total</b> of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	63,230
An invoice for the balance of the <b>material, off-site labor, delivery sub-total</b> will be issued when membrane module shipping documents are supplied to the carrier.	70%	147,535
A final invoice for the <b>on-site support sub-total</b> will be issued upon completion of installation.	100%	15,840
		<b>226,605</b>

### 3. Material Description

The following materials are provided within Veolia's scope of supply.

#### 3.1. Membrane Modules

64 x ZeeWeed 500Ds 300ft<sup>2</sup> wastewater membrane modules.

#### 3.2. Hardware

- 30 x spare #118 EPDM permeate spigot o-rings;
- 5 x spare ZW500D element end cap keys;
- 3 x spare ZW500D blank headers;
- 2 x O-ring lubricant (food grade).

### 4. Veolia Support

#### 4.1. Off-Site Support

##### **Project Management**

Provide planning and off-site assistance during the membrane replacement project.

#### 4.2. On-Site Technical Advisory Services

The proposal includes a provision for technical advisory services (full FSR support) during installation and commissioning process to support Key Colony Beach's staff as outlined in section 2.

The following activities will be executed and completed by Veolia personnel (2 FSRs) with 2 plant staff being available for crane operation, oversight, and any additional scope outside of that identified below:

- Remove cassettes from the system as required, cleaning each cassette as it is removed from the system (Key Colony Beach assistance to operate crane);
- Remove existing modules;
- If slack adjustment has been completed on cassettes, return the cassettes to the initial factory membrane slack position;
- Place new modules into each cassette;
- Return the cassettes to the system. (Key Colony Beach assistance to operate crane);
- Upload required revisions to the PLC program with adjusted set-points; if required;
- Perform bubble test where applicable to test membrane integrity and review trans membrane pressure (TMP) on the installed membranes and compare to expected values for new membranes; complete repairs/adjustments necessary to provide new membrane performance.

**Operating Responsibility** - Key Colony Beach retains control of the work site and retains final responsibility for the installation and commissioning process.



Veolia will perform the services specified in the scope section of this document, but Veolia will not operate the system. For the purposes of this agreement, the term "operate the system" shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at Key Colony Beach's site, and shall include functions such as providing operators or laborers to adjust or control water treatment ("WT") equipment, wastewater treatment ("WWT") equipment or sludge management facilities ("SMF"), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

**Waiting Time** - Any overtime or waiting times required due to unforeseen site events outside the control of Veolia will be invoiced according to the prevailing Veolia service labor rates sheet, available on request.

**Reporting** - Before leaving site, Veolia will record observations and discuss with operators concerning the condition of the equipment, tasks accomplished during the visit, and key operating and maintenance issues requiring further attention. Veolia will provide a copy of a written report before leaving site and/or provide a service visit report to the plant operator within a reasonable timeframe of the Veolia service representative's return to the office. In any case, Key Colony Beach will be asked to sign a work order that describes the hours on site and tasks accomplished.

#### **Veolia Duties for On-Site Services**

- Veolia will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.
- Veolia will maintain public liability and property damage insurance covering all operations undertaken by Veolia and its sub-contractors with a limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. general construction/erection all risk, general liability) is required above and beyond Veolia's standard insurance terms for on-site commissioning supervision, Key Colony Beach must inform Veolia in writing 60 days prior to work commencement at site. Key Colony Beach will be billed for all additional insurance costs and processing fees.
- Veolia will maintain workers compensation and employers' liability coverage as per statutory requirements.

## 5. Delivery

- **Freight**
  - **DDP** - Delivery will be by standard ocean/ground on the basis of DDP City of Key Colony Beach, 600 8th Street, Key Colony Beach, FL, USA or other named place of destination; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, Key Colony Beach shall specify an alternate, equivalent destination without delay.
  - **Title & Risk** - Title and risk of loss or damage to membrane modules, and crating shall pass to Key Colony Beach upon delivery at the named place of destination.
- **International Shipment, Fees, and Duties**
  - **Origin**: ZeeWeed membranes and components originate from the Veolia Water Hungary Kft, Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility. Costs to transport membranes into North America are included in Veolia's quoted price.
  - **Export Documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. Veolia will prepare and provide the required EPA documentation to the Carrier.
  - **MPF** - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$32 per formal entry and a maximum of USD \$614. On the basis of DDP terms, this fee will be paid by Veolia within the quoted price.
  - **Duty** - A US Customs duty of 3.9% applies to all ZeeWeed membranes shipped individually or in shipping frames; not in operational cassette frames. On the basis of DDP terms, this duty will be paid by Veolia within the quoted price. Any new duty imposed after the date of this proposal is the responsibility of Key Colony Beach.
  - **Tariff** - A US Tariff of 15% applies to all materials that originate from the European Union. On the basis of DDP terms, this tariff will be paid by Veolia within the quoted price. Any new or increased tariff imposed after the date of this proposal is the responsibility of Key Colony Beach.
- **Taxes** - All applicable local, state, or federal taxes are the responsibility of Key Colony Beach.
- **Temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing.
- **Packaging** - Membranes will be individually bagged, boxed and crated, ready for ocean shipment.



- **Unloading** - may require one of or a combination of a loading dock, extended forks and an experienced forklift driver at delivery destination. Please consult with Veolia at the time of purchase order (PO) preparation on this.

Shipping crate information (estimated)

Quantity	Description	Dimensions (in)	Weight (lb)
4	ZW500Ds 14M Crates	94 x 74 x 46	1218
2	ZW500Ds 4M Crate	93 X 38 X 28	426

**Notes:**

- Only crates for membrane transport have been shown above to identify the largest and heaviest items that will need to be unloaded;
- **Availability** - Delivery of membrane modules is estimated 10-12 weeks after receipt of order. Definitive membrane module availability will be confirmed once a purchase order is received from Key Colony Beach and acknowledgement of a purchase order is issued by Veolia.

## 6. Scope - Key Colony Beach

### 6.1. Installation Preparation

- Receive, off-load, handle and provide temperature-controlled storage of the equipment and materials required for Seller to perform the duties outlined in the Seller's scope of supply. Prior to off-loading, Buyer to confirm temperature indicators have not been tripped.
- Membranes must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area at a temperature of 5-30°C (41-86°F). Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. Key Colony Beach is responsible for risk of loss of Seller's parts while in storage at the customer's plant.
- Inspect, evaluate and make repairs as required for the membrane tanks, mounting brackets, hoses and all connections prior to Veolia arriving at site.
- Provide all access structures (such as scaffolding) and mechanical lifting equipment including cranes, forklifts and scissor lifts.
- Assure availability of a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.
- Maintain adequate insurance coverage for the risks of fire, theft, vandalism, floods and personal injury to authorized or unauthorized visitors.

### 6.2. Installation

- Provide 2 plant personnel to work continuously for the full duration of the Veolia site visits during installation and commissioning of the modules. Veolia recommends that at least one of the personnel be experienced with the ZeeWeed system.
- Key Colony Beach will afford Seller's personnel free access and egress of the facility for all authorized work. Key Colony Beach will provide reasonable access to workshop facilities

with standard workshop tools and equipment as is necessary to meet any repair and maintenance requirements of the system during installation. Key Colony Beach will provide Seller's personnel reasonable access to the facility amenities, including washrooms and break rooms.

- Provide adequate illumination and emergency lighting for all areas in which the Seller will be executing the scope of supply. Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/fax/modem access while Seller's staff members are on-site.
- Key Colony Beach will provide assistance to:
  - Remove cassettes from the system as required;
  - Clean each cassette as it is removed from the system;
  - Return the cassettes to the system.
- Key Colony Beach will:
  - Dispose of all retired membrane modules and cassette components;
  - Dispose of shipping and packaging materials unless specifically requested not to do so by Veolia.

## 7. Solution Design Notes

### 7.1. Permits

#### Regulatory Requirements

Key Colony Beach is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. Veolia will provide the necessary manufacturer's technical support on regulatory issues.

***Please speak with your regional lifecycle manager (RLM) if there are any regulatory requirements or concerns.***

#### Utilization

Veolia understands that these modules are required as replacements for currently installed modules.

These modules are offered on the basis that the membrane modules will not be used to provide expanded flow beyond the current plant flow rating. Veolia makes no guarantees, implied or otherwise as to the performance of these modules in any other capacity than as replacement membranes.

#### Production Interruption

After the purchase order is acknowledged, Veolia's project manager for the installation will consult with Key Colony Beach to jointly develop the installation plan and work schedule with due regard for membrane delivery to the plant and plant preparation.



## 7.2. Maintenance Notes for Replacement Membranes

At the time of any full plant or full train membrane replacement, it is recommended to evaluate whether it is the right time to address any tank coating repairs which may be required.

### Preferential Flow

Mixing a small proportion of new modules in trains with large amounts of older modules is not recommended as it creates a risk of over-fluxing of new modules, which can shorten their lives. Veolia recommends that Key Colony Beach plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new membrane modules. In this case, by replacing all membrane modules in a train, this risk has been neutralized.

### Membrane Slack

Veolia's membranes are supplied and shipped with an initial factory fiber slack designed to optimize membrane air scouring during operation as well as accommodate a degree of shrinkage. Membranes shrink in length early in their lifecycle when exposed to higher temperature water. The pace of shrinkage slows with age. With the installation of new membranes, the requirements for slack adjustment start a new cycle.

Due to the wide variety of operating environments in which our products can be utilized, it is difficult to generally predict the rate of shrinkage. If membranes operate in a condition of insufficient slack for an extended period of time, irreversible damage to the fiber-urethane bond may occur. Please refer below to the recommended inspection frequencies based on your plant's membrane tank operating temperature. Visual inspections should begin during the membrane installation and be repeated over time on the same cassette. Digital pictures will allow for comparative analysis of the fiber slack over time.

Maximum Operating Temperature	Recommended Slack Inspection Frequency
0-24 °C / 32-76 °F	every 2 years
25-30 °C / 77-86 °F	once per year
>30 °C / > 86 °F	twice per year

### Bubble Test Pressure

The bubble test pressure for the purchased membranes is 2 psi horizontally and 3 psi vertically.

## 7.3. Technical

### Hoses & Fittings

Veolia has assumed for this proposal that the current aeration and permeate cassette connections for the ZW500Ds cassettes do not need replacing at this time. If this is not so, please advise Veolia and request that they be added to this proposal.

### Pre-Screen

Trash and non-biodegradable solids, such as hair, lint, grit and plastics may foul or damage the membranes if allowed to pass into the membrane chamber. Veolia recommends that an internally-fed screen with mesh or punched-hole openings less than or equal to 2 mm with no possibility of bypass or carryover be operated upstream of the new membranes to ensure effective operation and to maximize membrane life.

## 8. Health & Safety

### Key Colony Beach

- Key Colony Beach will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. Key Colony Beach will identify and inform Seller's personnel of any site-specific hazards present in the workplace that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- Key Colony Beach will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by Key Colony Beach's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Key Colony Beach will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- If any type of lifting devices will be used on site, Key Colony Beach will provide proof of its maintenance, inspection and certification documentation upon request and will assist the Veolia service representative to complete a safety inspection checklist.
- Where confined space entry may be required, Key Colony Beach will provide early notice and will collaborate with Veolia in planning adequate staffing and in advising the local fire/rescue department as required.
- No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, Key Colony Beach will advise Veolia of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to Key Colony Beach at rates set out in the prevailing Veolia labor rate sheet.
- Where certain short duration activities require two people for safety and the Veolia Service representative is alone at site, Key Colony Beach will cooperate as required to assure that correct safety precautions are taken.
- Key Colony Beach is responsible for the following environmental provisions:
  - Environmental use and discharge permits for all chemicals at Key Colony Beach's facility either listed in this document or proposed for use at a later date;
  - Any special permits required for Seller's or Key Colony Beach's employees to perform work related to the water treatment system at the facility;
  - All site testing, including soil, ground and surface water, air emissions, etc.;
  - Disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.
- Key Colony Beach is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to Key Colony Beach's own employees, including provision of:
  - Eyewash and safety showers in the water treatment area;



- Chemical spill response;
- Security and fire protection systems per local codes.

#### **Veolia**

- All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The Veolia service representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either Key Colony Beach or Veolia.
- Veolia will provide all applicable safety training required by Veolia policies or by state or national health and safety regulations. The Veolia service representative will have undergone workplace hazardous material information system (WHMIS) training and will come equipped with necessary personal protective equipment (PPE).
- Emergencies - In emergencies affecting the safety of persons, work or property at the site and adjacent thereto, Veolia will act, without previous instructions from Key Colony Beach, as the situation warrants. Veolia will notify Key Colony Beach immediately thereafter.

## **9. ZeeWeed Membrane Module Standard Warranty**

This schedule sets out the warranty with respect to ZeeWeed membrane modules ("membrane modules"). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer. This warranty is not transferable.

### **1. Definitions**

The following terms shall have the meaning set forth below when used in the warranty document:

- a. "Buyer" means the party purchasing the ZeeWeed Modules from the Seller
- b. "Seller" means a business component of, or legal entity within the Veolia Water Technologies & Solutions business which is selling the ZeeWeed membranes.

### **2. Warranty Product**

This warranty applies to only the membrane modules supplied under the contract of sale. Membrane module means the hollow fiber ultrafiltration membranes and the potted plastic headers. This warranty does not cover air piping to the membrane module, permeate piping from the membrane module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

### **3. Scope of Warranty**

The Seller warrants that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fiber repair shall be the responsibility of Buyer.

All replacement membrane modules will be shipped on the basis of INCOTERMS 2020 FCA Veolia manufacturing facility.

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair

materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

#### **4. Warranty Start Date**

Membrane warranty will start on the earlier of:

- a. The date that installation of the original membrane module(s) has been substantially completed, or
- b. Three (3) months from the date of delivery of the original membrane module(s) to Buyer.

#### **5. Warranty Duration**

**Total Warranty Duration:** a total of **24** months of full replacement warranty coverage.

#### **6. Notification Of Claim**

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- a. A description of the defect giving rise to the claim;
- b. Photographs showing the manufacturing defect;
- c. The serial number(s) of the membrane module(s) which is (are) the subject of the warranty claim; and
- d. Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

#### **7. Verification of Claim**

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return membrane module(s) to the Seller for examination (see section 11). The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

#### **8. Satisfaction of Claims**

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing membrane modules or changes in operating protocols or membrane module replacement or by upgrading failed membrane modules with newer membrane module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement membrane modules which may be of a different design than original membrane modules.

#### **9. Operating Information**

To maintain the membrane module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail as applicable to verify the subject of a warranty claim and can include but is not limited to, operation data including information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane



module map containing the history of activity by membrane module and the serial number for each module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where membrane modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the membrane modules.

#### **10. Limitation of Warranties**

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a. A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.
- b. Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and storage requirements. ZeeWeed membrane modules may be stored up to 12 months from date of receipt and must be transported and stored in original intact packaging out of direct sunlight in ambient temperatures between 5-35 Degrees Celsius. Storage beyond 12 months from date of receipt requires a written request to Veolia to maintain membrane module warranties.
- d. Introduction of destructive foreign materials and chemical agents into the membrane module.
- e. Failure to maintain and provide system operating data and repair history for the life of membrane modules which are the subject of a warranty claim.
- f. Physical abuse or misuse, incorrect removal or installation of membrane modules by non-Seller personnel including fiber damage caused by operator error in handling of membrane modules or cassettes.
- g. Unauthorized alteration of any components or parts originally supplied by the Seller.
- h. Intentional damage.

#### **11. Return Procedure**

In the event that the return of a membrane module is required pursuant to this warranty, Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. Membrane module(s) shipped to the Seller for warranty examination must be shipped freight prepaid in environmentally controlled freight and storage with ambient air temperature between 5-35 degree Celsius. If Buyer desires temporary replacement membrane module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned membrane modules pursuant to this warranty is complete. Any membrane module examined by Seller as part of a warranty claim where the membrane module is subsequently found to be performing as warranted or where a membrane module failure is not covered under the warranty will be returned to Buyer, freight collect or disposed of by Seller and the cost associated with any membrane analysis and diagnostic work will be levied against the Buyer based on Veolia standard labor rates.

## 12. Disclaimer and Limitation on Liability

To the maximum extent permitted by law, in no event shall Seller be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages arising out of or relating to the performance or actual or alleged breach of the agreement, regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory.



## 10. Terms and Conditions of Sale

### A - Specific Terms and Conditions of Sale

These terms take precedence over the general terms and conditions of sale.

#### 1 Legal Entity for Contracting

**ZENON Environmental Corporation** is the name of the Seller, and means a business component of, or legal entity within the Veolia Water Technologies & Solutions business (Veolia).

Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up. We are keen to make the purchase process as convenient as possible for Key Colony Beach.

**short form:** Where a short reference is required in this document, for convenience, we are called simply **Veolia**.

#### 2 Payment

Veolia prefers to receive payment by wire transfer and will also accept payment by courier check.

Wire transfer information for ZENON Environmental Corporation	
send details to: SHD WATS REMIT-NAM <a href="mailto:vtc.vwts.remit-nam.all@veolia.com">vtc.vwts.remit-nam.all@veolia.com</a>	
Bank of America Merrill Lynch C/O ZENON Environmental Corporation 901 Main Street Dallas, TX 75202	ACCT# 4426318136 ABA# 026009593 SWIFT# BOFAUS3N ACH# 111000012

#### 3 Payment Terms

On **approved credit**, payment terms are **net 30 days** from customer receipt of invoice. Please see the invoicing schedule in the price section. In the event an invoice is issued on shipment of goods from a Veolia Hungarian production facility, payment terms will be extended by an additional 45 days to account for the additional transit time to the delivery location.

#### 4 Proposal Validity

Prices quoted and proposal terms are valid up to **thirty (30) days** after the date of issue of this proposal unless confirmed with a purchase order.

#### 5 Bonds

Performance or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

#### 6 Assignment of Membrane Warranty

The Buyer will be entitled to assign to a subsequent owner of the membranes the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the membranes. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party.

#### 7 Flight Booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a purchase order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a purchase order will be extra and billed through to Key Colony Beach without mark-up.

#### 8 Purchase Order Guidelines

Please confirm that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- **Documentation** – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to [nam.service.pocentral@veolia.com](mailto:nam.service.pocentral@veolia.com). If you are not able to provide a PO, please contact us for alternatives.
- **Veolia legal entity** – Please be sure your purchase order is issued in the name of the specific Veolia legal entity outlined in the quote. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor.

Veolia Confidential and Proprietary Information

Membrane Replacement Proposal for the City of Key Colony Beach WWTP

Proposal number 631368– revision # 4 – November 10, 2025

Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up.

- **Quotation Number** – Please reference the quotation number in your PO.
- **Product** – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.
- **Taxes** – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.
- **Payment Terms** – Please acknowledge the payment terms included with the quotation.
- **Bill-to Address** – Please include contact information for your accounts payable.
- **Ship-to Address** – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- **Delivery Date** – Please include your requested delivery date.

## **B – General Terms and Conditions of Sale**

Veolia's standard terms and conditions apply. See Attachment A.

Note to purchasing agent: Veolia's standard set of commercial terms & conditions are written for moderate value transactions to allow an efficient and rapid provision of services and parts. Where corporate agreement terms have been previously agreed, these may be brought forward by either party and applied by mutual consent. If either of these terms sets are not immediately acceptable, please expect a typical 6-10 week cycle of mutual review to build agreement on changes.



## 11. Signed Agreement

Through the issue of this proposal, Veolia signals their intent to enter into an agreement with Key Colony Beach. Key Colony Beach and Veolia acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

**Offered by** ZENON  
**Legal Entity:** Environmental Corporation, also known as Veolia or Seller

3600 Horizon Blvd.,  
Trevose, PA, 19053

**Accepted by** City of Key Colony Beach, also  
**Legal Entity:** known as Key Colony Beach or Buyer

**Authorized**  
**Signature by:**

Title:

Signature

Date:

Signature:

x

**Purchase Order No:**

**If options were available,  
which options selected**

Upon acceptance of this proposal, please forward the following either

• by email with .pdf attachments or • by postal mail.

1) this signature page completed to:

2) a hard copy of your purchase order, and

3) any required tax exemption certificates

[nam.service.pocentral@veolia.com](mailto:nam.service.pocentral@veolia.com)

or

Veolia Water Technologies &  
Solutions

attention: Contracts Administrator

Please contact

[nam.service.pocentral@veolia.com](mailto:nam.service.pocentral@veolia.com)

for correct address

This agreement comes into force when Veolia has issued a formal acceptance of Key Colony Beach's Purchase order or formal acceptance of this Key Colony Beach signed agreement.

## Attachment A Veolia Standard Terms and Conditions

1. **Exclusive Terms and Conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly "Equipment") and to provide advice, instruction and other services in connection with the sale of that Equipment ("Services"). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer's purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller's proposal.
2. **Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer's systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's systems or the Equipment at Buyer's site.
3. **Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller's proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two percent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.
4. **Taxes and Duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes ("Buyer Taxes"). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer's failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.
5. **Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2020) Seller's facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller's sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery. Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.  
  
Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.
6. **Warranties and Remedies.** Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:



- (a) Chemicals and services, for six (6) months from their date of delivery or the provision of Services;
- (b) Consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use or fifteen (15) months from their date of delivery;
- (c) Spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) Ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) Software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller; the warranty shall be the manufacturer's transferable warranty only.

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

**7. General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

**8. Compliance with Laws and Permits.** All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labeling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

**9. Buyer's Site Conditions.** Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not



revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordnance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

**10. Hazardous Materials and Wastes.** In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

**11. Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

**12. Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

**13. Confidentiality, Intellectual Property.** Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, or country of delivery (provided there is a corresponding patent issued by the USA), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service



so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.

**14. Limitations on Liability.** Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

- (a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

**15. Termination.** This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

- (a) Becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- (b) Fails to make any payment when due or to establish any payment security required by this Agreement or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

**16. Governing Law, Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve



the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the Buyer and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

**17. No Nuclear Use.** Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.

**18. Export Control.** Seller's obligations are conditioned upon Buyer's compliance with all USA and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Equipment (including software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

**19. Changes.** Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

**20. Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) may subcontract portions of the Services, so long as Seller remains responsible for such.

**21. No Third Party Beneficiary.** Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.



# Attachment B ZENON Environmental W-9

<b>Form W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 65%;"> <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>Zenon Environmental Corporation</b> </td> <td style="width: 35%;"></td> </tr> <tr> <td colspan="2"> <b>2</b> Business name/disregarded entity name, if different from above.         </td> </tr> <tr> <td colspan="2"> <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor    <input checked="" type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)  <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)         </td> </tr> <tr> <td colspan="2"> <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/> </td> </tr> <tr> <td colspan="2"> <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):            Exempt payee code (if any) <b>5</b>            Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)         </td> </tr> <tr> <td colspan="2"> <b>5</b> Address (number, street, and apt. or suite no.). See instructions.  <b>3600 Horizon Blvd</b> </td> </tr> <tr> <td colspan="2"> <b>6</b> City, state, and ZIP code  <b>Treose, PA 19053</b> </td> </tr> <tr> <td colspan="2"> <b>7</b> List account number(s) here (optional)         </td> </tr> </table>	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Zenon Environmental Corporation</b>		<b>2</b> Business name/disregarded entity name, if different from above.		<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)		<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)		<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>3600 Horizon Blvd</b>		<b>6</b> City, state, and ZIP code <b>Treose, PA 19053</b>		<b>7</b> List account number(s) here (optional)	
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## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person

Date **01/15/2025**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

**ZENON ENVIRONMENTAL CORPORATION**

**ADDENDUM TO FORM W-9**

Zenon Environmental Corporation owns or leases various properties in its business activities in addition to the Trevoze, PA property listed as the official Tax mailing address on lines 5 and 6 of Form W-9.

Specifically, Zenon Environmental Corporation operates from the following address:

3239 Dundas Street West  
Oakville, Ontario, L6M 4B2 Canada

This address should be used for your billing records.



**CITY OF KEY COLONY BEACH, FLORIDA  
RESOLUTION NO. 2025-15**

**A RESOLUTION OF THE CITY OF KEY COLONY BEACH,  
FLORIDA, APPROVING THE REVISED PERSONNEL POLICY  
MANUAL; REPEALING ALL PRIOR POLICIES IN CONFLICT  
HEREWITH; PROVIDING FOR IMPLEMENTATION; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Key Colony Beach, Florida (the “City”), maintains a Personnel Policy Manual to provide guidance and consistency in the administration of personnel matters for City employees; and

**WHEREAS**, the City Commission has reviewed and approved updates to the Personnel Policy Manual to ensure compliance with applicable federal, state, and local laws, and to reflect current operational practices and standards; and

**WHEREAS**, the revised Personnel Policy Manual is intended to promote fairness, transparency, and efficiency in City employment practices, and to provide clear direction to employees and supervisors regarding expectations and responsibilities; and

**WHEREAS**, the City Commission finds it in the best interest of the City and its employees to adopt the revised Personnel Policy Manual as presented and made available for public review prior to adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION  
OF THE CITY OF KEY COLONY BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** This Resolution is adopted pursuant to Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**Section 2.** The City Commission hereby approves and adopts the Revised Personnel Policy Manual, attached hereto and incorporated herein by reference as Exhibit “A.”

**Section 3.** All prior personnel policies, rules, or procedures inconsistent with the provisions of the revised Personnel Policy Manual are hereby repealed.

**Section 4.** The Mayor, or his/her designee, is hereby authorized to implement and administer the provisions of the revised Personnel Policy Manual and to make minor administrative amendments as necessary to maintain compliance with applicable law and City policy direction.

**Section 5.** If any clause, section, or provision of this Resolution shall be declared unconstitutional or invalid for any reason, the remaining portions shall remain in full force and effect.

**Section 6.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Commission of the City of Key Colony Beach, Florida, at its regular meeting held on the 20<sup>th</sup> day of November 2025.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW]**

**FINAL VOTE AT ADOPTION  
CITY COMMISSION OF KEY COLONY BEACH**

Mayor Foster	NO _____	YES _____
Vice Mayor Colonell	NO _____	YES _____
Commissioner Harding	NO _____	YES _____
Commissioner DiFransico	NO _____	YES _____
Commissioner Diehl	NO _____	YES _____

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**Freddie Foster, Mayor**

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**Silvia Roussin, City Clerk**

(City Seal)

Approved as to form and legal sufficiency:

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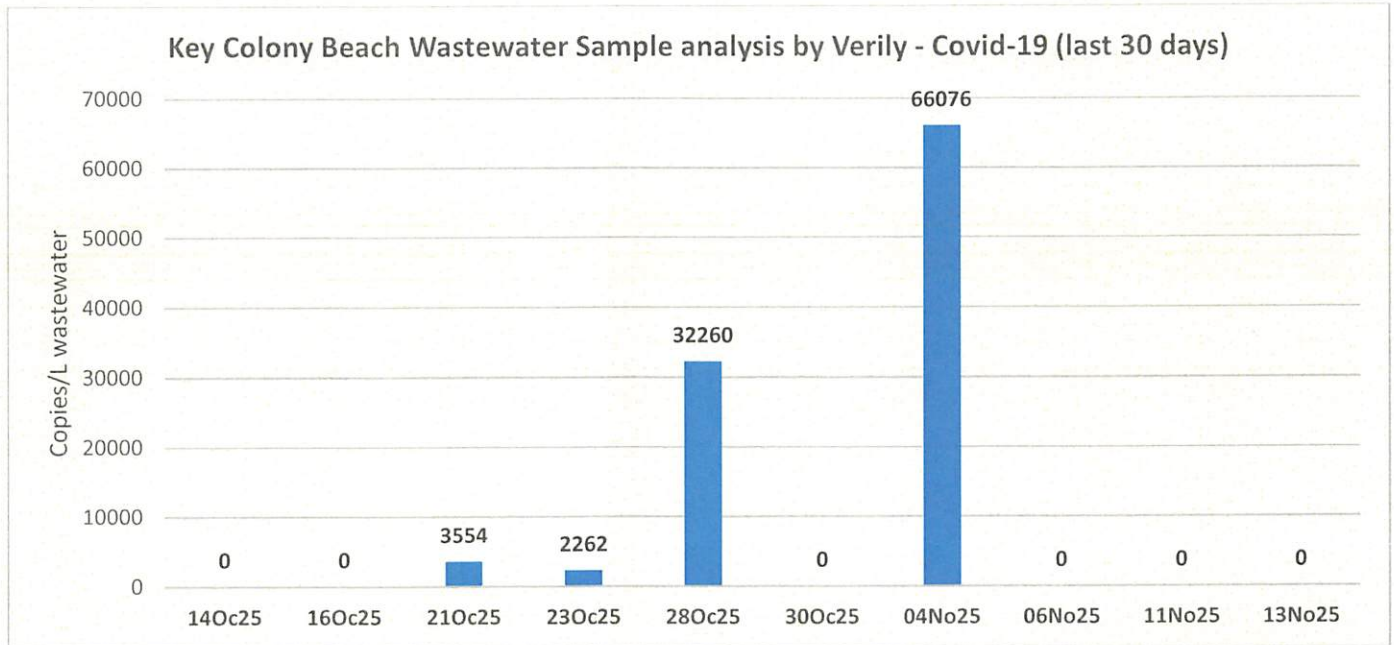
**Dirk Smits, City Attorney**

## City of Key Colony Beach

### Wastewater Sampling Update for Concern Virus's – November 17, 2025

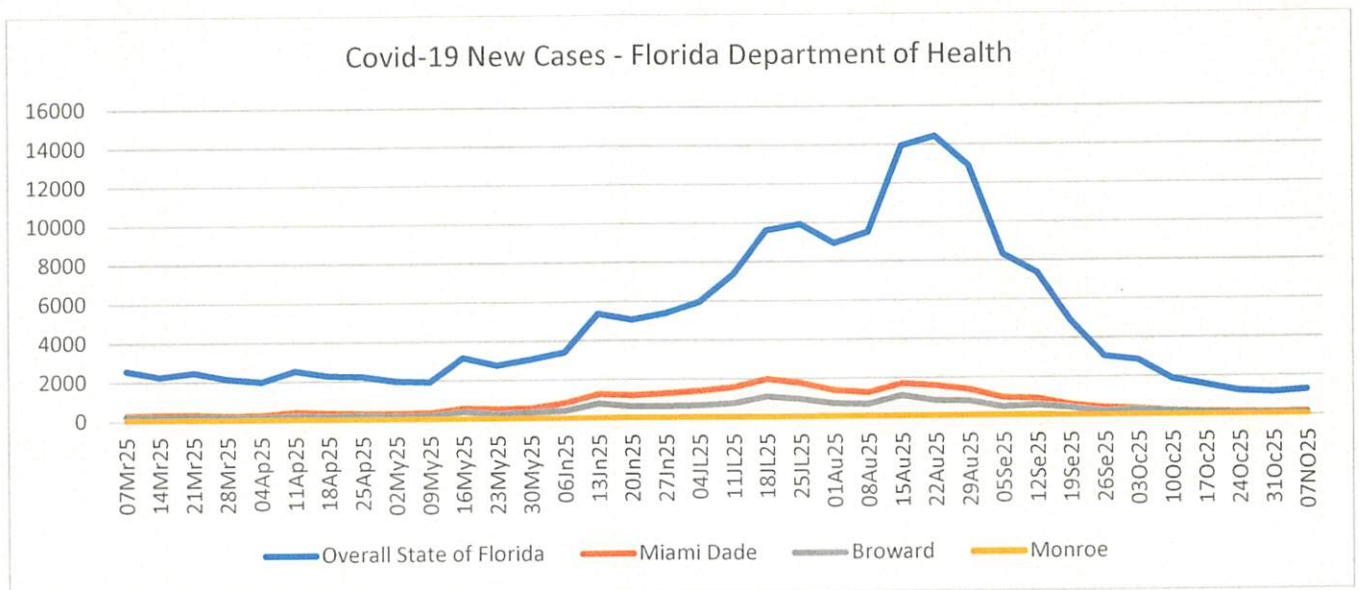
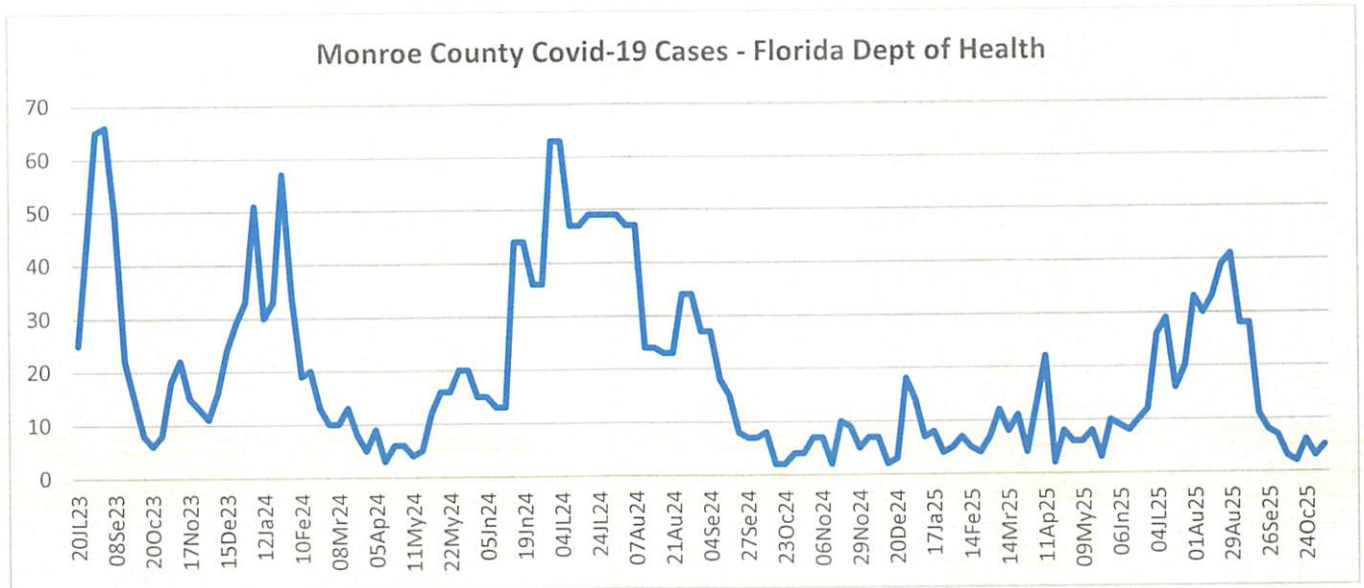
#### Specific data for Key Colony Beach – wastewater sampling:

No Detections were found for the following viruses in the last 30 days for KCB: Influenzas' A, B, RSV, NVO, MPX Clade 1, Measles, therefore plot was not included. Detections for the viruses below in the last 30 days for KCB (raw data):



Reference Data for Monroe County, Overall State of Florida, and Miami-Dade County

State of Florida Health Department Covid 19 data through 07No25



## State of Florida Health Department Overview - Flu and RSV activity trend- 08No25

### County flu and ILI activity trend

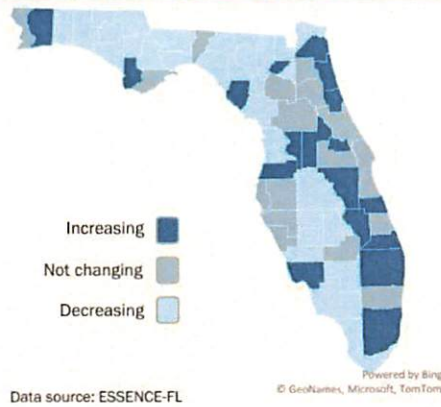
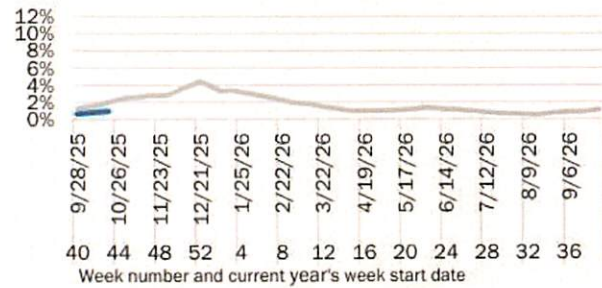


Figure 16: ED visits in southeast region 7 increased



### County RSV activity trend

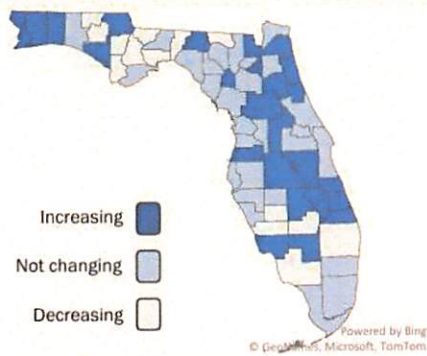
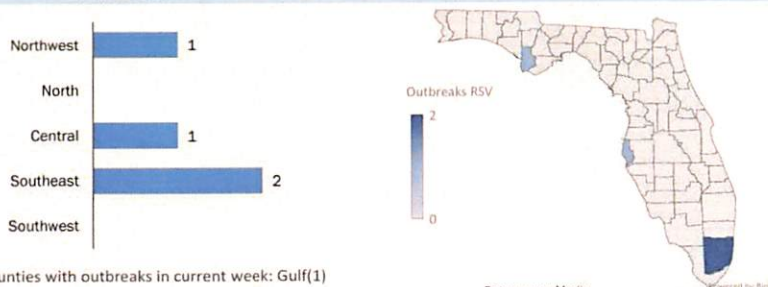


Figure 9: There have been a total of 4 outbreaks of RSV in the current season with 1 new outbreak in the current week

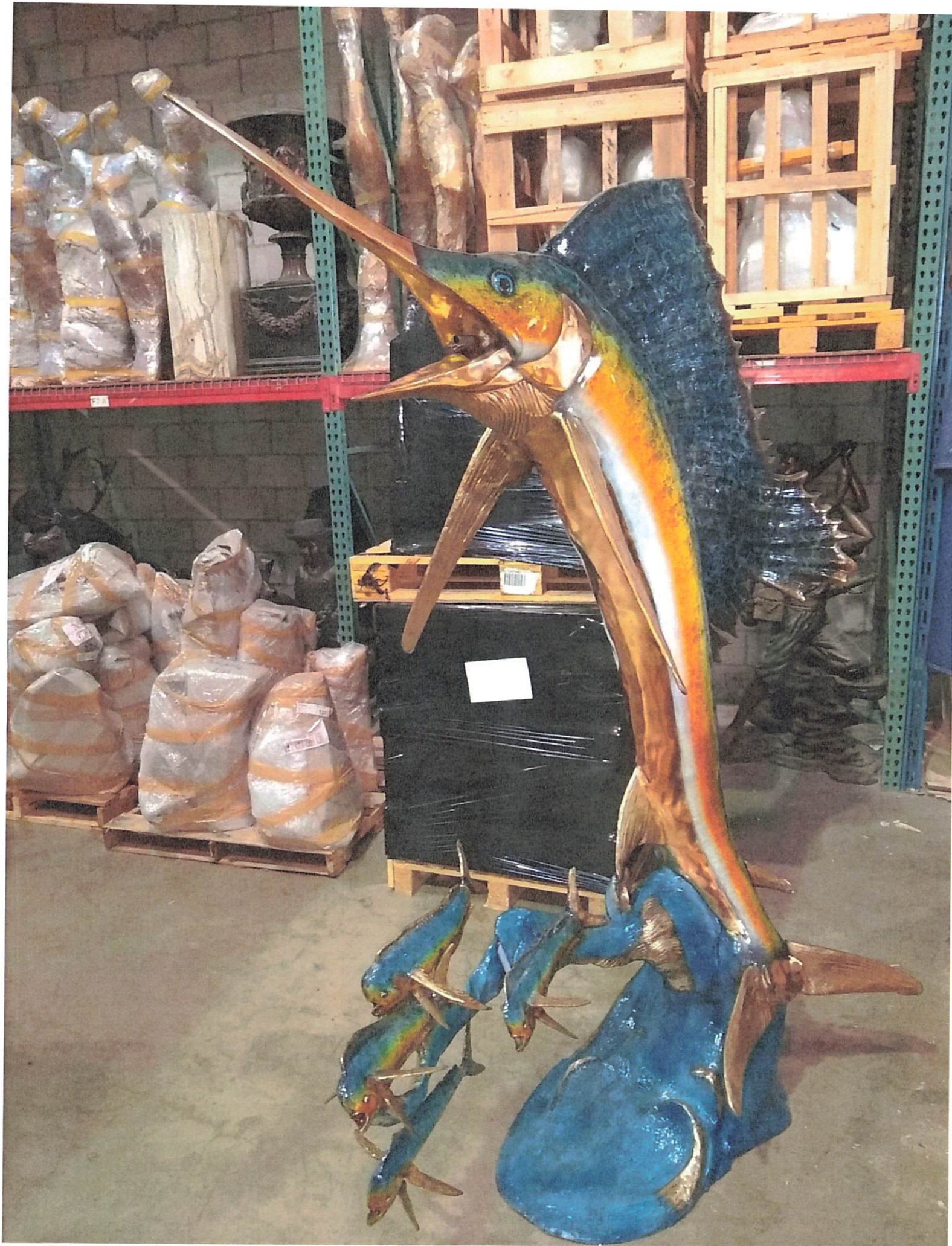


Report by Tom Harding, based on CDC/Verily and the State of Florida Health Department for Monroe County new Covid-19 cases - data through 15No25.











## **Silvia Roussin**

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**From:** Ken and Leah Baranowski <kenleahbar@gmail.com>  
**Sent:** Tuesday, November 18, 2025 1:44 PM  
**To:** KCB Mayor; Doug Colonell; Kirk Diehl; Tom DiFransico; Tom Harding; John Bartus; Silvia Roussin; letters@peopleareasking.org  
**Subject:** Fishing on Sunset Park pier

Dear Mayor and commissioners,

What was the outcome about allowing people to fish off of Sunset Park pier? We are VERY much against that. There are bridges and other locations in abundance in the KCB/Marathon area to fish and not make a mess of such a beautiful park area.

If this has not been decided yet, PLEASE vote no on this issue and keep our beautiful park beautiful.

Sincerely,

Ken & Leah Baranowski  
640 12th St.  
Key Colony Beach, FL