

AGENDA

Key Colony Beach Utility Board

Tuesday, October 20th, 2026 – 10:00 AM

Temporary Meeting Place for the City of Key Colony Beach

The Key Colony Inn – Back Patio, 700 W. Ocean Drive, Key Colony Beach & via Zoom Conferencing

[Zoom login information at the end of this agenda](#)

- 1. Call to Order, Pledge of Allegiance, Prayer, & Rollcall**
- 2. Approval of Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by majority vote*)
- 3. Citizen Comments and Correspondence**
- 4. Approval of Minutes:** 09-15-2026 Utility Board Meeting Minutes – **Pgs. 1-4**
- 5. Review of Sludge Hauling for August – Pg. 5**
- 6. Items for Discussion & Recommendation of Approval**
 - a. Discussion/Review of Received Bids for ITB 2026-04 for the Cleaning and Camera of the City's Sewer Lines and a Recommendation to the City Commission
 - 1. ITB 2026-04 – Pgs. 6-24**
 - 2. Proof of Publication – Pg. 25**
 - 3. Recommendation by the City Administrator – Pg. 26**
 - b. Discussion/Approval of a proposal by Veolia for the purchase of membranes for \$118,760.00- **Pgs. 27-43**
 - c. Discussion/Approval of a proposal by Material Handling Systems for Crane Repairs for \$34,227.00 – **Pg. 44**
 - d. Discussion/Approval of purchases for new Lab Equipment
 - 1. Myron Temperature Meter for \$1,130.77 – Pg. 45**
 - 2. USA BlueBook Lab Equipment for \$5,559.36 - Pg. 46**
 - e. Review by Commissioner Harding on a Request for Input Flow Meter and Miscellaneous New Requests.
- 7. City Hall Staff Report – Pg. 47**
- 8. Sewer and Stormwater Grant Update**
- 9. Operator's Monthly Report - September**
 - a. US Water – **Pgs. 48-49**
 - b. City Operator – **Pgs. 50-53**

Persons who need accommodations to attend or participate in this meeting should contact the City Clerk at 305-289-1212 at least 48 hours before the meeting to request such assistance.

NOTICE: *One or more members of the City Commission may be present at this meeting. The presence of Commissioners does not constitute a City Commission meeting, and no official action by the City Commission will be taken.*

10. Treasurer's Report

a. September 2026 Wastewater Financial Reports

1. Balance Sheet - Pgs. 54-55
2. Income Statement – Pgs. 56-58
3. Discussion/Approval of Wastewater Warrant No. 0926 for \$487,947.71 – Pg. 59

b. September 2026 Stormwater Financial Reports

1. Balance Sheet – Pg. 60
2. Income Statement – Pg. 61
3. Discussion/Approval of Stormwater Warrant No. 0926 for \$38,844.38 – Pg. 62

11. Any Other Business

12. Next Meeting: November 17, 2026- 10:00 AM – The Key Colony Inn

13. Adjournment

**This meeting will be held at the City of Key Colony Beach temporary meeting place,
at The Key Colony Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, and via Zoom.**

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/87359630870?pwd=4fdZkdBFfXxKyw2HRq2jfsUnzHaiUZ.1>

Passcode:654388

Phone one-tap:

+13052241968,,87359630870#,,,,*654388# US
+13017158592,,87359630870#,,,,*654388# US (Washington DC)

Join via audio:

+1 305 224 1968 US
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US

Webinar ID: 873 5963 0870

Passcode: 654388

International numbers available: <https://us02web.zoom.us/j/87359630870?pwd=4fdZkdBFfXxKyw2HRq2jfsUnzHaiUZ.1>

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MINUTES

Key Colony Beach Utility Board

Tuesday, September 15, 2026 – 10:00 AM

Temporary Meeting Place for the City of Key Colony Beach

The Key Colony Inn – Back Patio, 700 W. Ocean Drive, Key Colony Beach & via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, & Rollcall:** The Key Colony Beach Utility Board meeting was called to order by Chair Fred Swanson at 10:00 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Chair Fred Swanson, Gil Gilbertson, Liz Kohout Stephens, Joe Schmidt (via Zoom). **Excused:** Vice-Chair Ed Carey. **Also present:** City Administrator John Bartus, Administrative Assistant Par Darnall, City Clerk Silvia Roussin, US Water Operator Shane Ellis, Plant Operator Danny Price, Commissioner Kirk Diehl, Mayor Freddie Foster (via Zoom), Commissioner Tom Harding.
2. **Approval of Agenda** *(Additions, changes, and deletions can be made via one motion and a second to approve by majority vote)*

There were no changes to the agenda, and Chair Swanson asked for a motion to approve.

MOTION: Motion made by Gil Gilbertson to approve. Liz Kohout Stephens seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Citizen Comments and Correspondence:** None.

City Clerk Roussin introduced Danny Price as one of the City's new Plant Operators to the Board. The Board welcomed Mr. Price and had no questions.

4. **Approval of Minutes:** 08-18-2026 Utility Board Meeting Minutes

There were no changes to the minutes, and Chair Swanson asked for a motion to approve.

MOTION: Motion made by Gil Gilbertson to approve. Liz Kohout Stephens seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

5. **Review of Sludge Hauling for August:** Chair Swanson reviewed August sludge-hauling activity. US Water Operator Shane Ellis explained that sludge hauling was low due to reduced wastewater flow from toilet and sink use and limited rainfall. There were no further questions.
6. **Items for Discussion & Recommendation of Approval**
 - a. Discussion/Approval of a Recommendation to Award the Lift Station Project Bid
 1. Tabulations
 2. Recommendation by CPH

Chair Swanson introduced the agenda item, expressed support for the recommendation, and invited questions from the Board. City Administrator Bartus explained that the City had applied for grant funding to elevate the lift stations above flood level and protect them from storm surge. He stated that the project had been advertised for bid and that CPH determined Pedro Falcon to be the lowest responsible bidder and recommended approval. City Administrator Bartus further confirmed that the bid met engineering and state requirements.

Commissioner Harding elaborated on the awarded grant funds and the need for replacement work. He advised the Board to anticipate possible change orders due to aging conduits, rusted components, and other conditions that may require additional replacement. Commissioner Harding also recalled damage from Hurricane Irma to two control panels and stated that the new stations would be elevated approximately seven to eight feet above ground. Commissioner Harding noted that the City has 15 lift stations with individual control panels; two were completed after Hurricane Irma, and the grant will cover 13 of the 15 stations.

There was no further discussion, and Chair Swanson asked for a motion to recommend approval to the City Commission.

MOTION: Motion made by Liz Kohout Stephens to approve. Gil Gilbertson seconded the motion.

DISCUSSION: City Clerk Roussin clarified that the approval is a recommendation to award the project to Pedro Falcon.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Discussion/Approval of a Wastewater Operator/Technician Position Request

Commissioner Harding discussed prior sewage spills, maintenance needs, and the importance of improved technical support and real-time monitoring. Commissioner Harding stated that the engineers were expected to provide a draft of a State-required corrective action by the end of the month and noted concerns about outdated technology, inadequate maintenance, and limited staffing coverage. Commissioner Harding explained that failures lead to additional costs, corrective actions, and potential fines, and emphasized the need for support during storm events, weekends, holidays, and heavy rain. Commissioner Harding also referenced the week of July 4th and the corresponding rain event, stating that improved maintenance, staffing at peak times, and upgrades to monitoring technology would help the City be more proactive. Commissioner Harding noted that during the interview process for Danny Price, the City found another strong candidate with wastewater and lift-station experience and recommended approving an additional Wastewater position. He said the position would support the City's case with the State, help reduce future expenses, and be brought before the City Commission if the Board recommended it. Commissioner Harding further commented that an additional employee would help provide proper weekend and vacation coverage, as well as coverage at nights and in off hours. There was no further discussion, and Chair Swanson asked for a motion to approve.

MOTION: Motion made by Chair Swanson to add a technician position. Liz Kohout Stephens seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval. **Note: Joe Schmidt had technical difficulties and did not participate in Rollcall.

City Clerk Roussin informed the Board that the recommendation will be presented to the City Commission

on Thursday.

7. **City Hall Staff Report:** The Board had no questions. Chair Swanson thanked staff for all their work.
8. **Sewer and Stormwater Grant Update:** City Administrator Bartus reported on the executed interlocal agreement for Stewardship funds and the allocation of \$1.5 million per year to the City. John Bartus further informed of grant applications for the Non-Point Management Program for Stormwater improvements for outfalls on 11th and 12th Street, Alternate Water Supply grants for improvements to the Wastewater Reuse System with a grant application deadline for next February. City Administrator Bartus reported on the check presentation by State Representatives for a \$475,000 appropriation to replace the wastewater plant's emergency generator. John Bartus informed on the Florida Keys Water Quality Improvement projects, a Federal Grant Program administered through the Army Corps of Engineers, with the initial grant closing out and the Army Corps currently planning the next grant cycle.
9. **Operator's Monthly Report**
 - a. August 2026
 - b. Maintenance Budget for reuse

The Board had no questions on the report.

10. **Treasurer's Report**
 - a. **August 2026 Wastewater Financial Reports**
 1. Balance Sheet
 2. Income Statement
 3. Discussion/Approval of Wastewater Warrant No. 0826 for \$62,541.35
 - b. **August 2026 Stormwater Financial Reports**
 1. Balance Sheet
 2. Income Statement
 3. Discussion/Approval of Stormwater Warrant No. 0826 for \$359,811.71

Gil Gilbertson commented on the increase in plant maintenance and repair costs, noting the amount was approximately 300% over budget, and suggested accounting for these costs in next year's budget. Chair Swanson suggested correcting a landscaping-related line item. City Clerk Roussin confirmed that the line item had been corrected to "Stormwater Drain Improvements." Commissioner Harding provided clarification regarding the functional use of the pervious area for parking, pedestrian access, and drainage of rainwater and stormwater surge.

Gil Gilbertson asked about weed control and expressed concern that chemicals could not be used because they could infiltrate the water supply, creating an ongoing maintenance issue. Mayor Foster commented on the design and explained that the area consists of several feet of compacted rock beneath the surface to meet the drainage requirements for pervious pavers. Gil Gilbertson expressed disagreement and questioned whether weeds would have difficulty growing under those conditions.

Chair Swanson asked for a motion to approve the Warrants. Gil Gilbertson commented on the cost of the paver installation, stated that he had not previously been aware of the issue, and expressed concern that the installation was not appropriate for the area.

MOTION: Motion made by Chair Swanson to approve the Wastewater Warrant for \$62,541.35 and the Stormwater Warrant for \$359,811.71. Liz Kohout Stephens seconded the motion.

FURTHER DISCUSSION: None.

ON THE MOTION: Liz Kohout Stephens – yes. Fred Swanson – yes. Gil Gilbertson – no. Joe Schmidt – yes. The motion passed.

11. Any Other Business

Chair Swanson asked for any additional comments. Gil Gilbertson commented on the cost of the pavers and expressed concern that the expense should be a burden to the City rather than the Utility Board.

City Clerk Roussin clarified that grant funding covered the cost of the pavers and that the project was intended to alleviate flooding concerns. Commissioner Harding added that the drainage issue had persisted for several years and that the State had recommended pervious pavers for stormwater drainage improvements, with State funding.

Commissioner Harding reiterated Mayor Foster's comments about the excavation depth required for the pavers and said that, regarding potential weed growth, they would have to wait and see what occurs.

Mayor Foster added that the area had previously been dirt, became muddy during rainfall, and was an eyesore. He stated that the area is now functional and that the improvements were paid for through a State grant.

Vice-Mayor Colonell commented that a permeable mat had been installed beneath the pavers to serve as a weed barrier and stated that he did not anticipate a significant weed problem in the future.

12. Next Meeting: October 20, 2026- 10:00 AM – The Key Colony Inn

13. Adjournment: The meeting adjourned at 10:33 AM.

Respectfully submitted

Silvia Roussin

City Clerk

	Date	Contractor	Description	Trucks/Loads	Gallons Pumped	Cost
Week 1						
	759	9/1/2026 Haack Environmental	sludge hauling	3	12,750	\$ 9,562.50
Total Week 1				3	12,750	\$ 9,562.50
Week 2						
Total Week2				0	-	\$ -
Week 3						
Total Week 3				0	-	\$ -
Week 4						
	821	9/21/2026 Haack Environmental	sludge hauling	3	12,750	\$ 9,562.50
	822	9/22/2026 Haack Environmental	sludge hauling-Emergency rate	4	17,000	\$ 18,750.00
	823	9/22/2026 Haack Environmental	sludge hauling-Emergency rate	3	15,000	\$ 15,750.00
	830	9/23/2026 Haack Environmental	sludge hauling	3	12,750	\$ 9,562.50
	831	9/24/2026 Haack Environmental	sludge hauling	2	10,000	\$ 7,500.00
	832	9/24/2026 Haack Environmental	sludge hauling	1	4,250	\$ 3,187.50
Total Week 4				16	71,750	\$ 64,312.50
Week 5						
Total Week 5				0	-	\$ -
Total September				19	84,500	\$ 73,875.00



CITY OF KEY COLONY BEACH

INVITATION TO BID ITB 2026-04

Clean and Camera Approximately 38,000 Feet of 8-Inch
Sewer Gravity Main Line

City of Key Colony Beach

INVITATION TO BID

The City of Key Colony Beach (“City”) cordially invites interested contractors to complete and submit sealed bids by October 2nd, 2026, no later than 10:00 A.M. (ET), for the following project.

Clean and Camera Approximately 38,000 Feet of 8-Inch Sewer Gravity Main Line ITB 2026-04

THE PROJECT CONSISTS OF: Clean and camera sewer gravity main line within the City of Key Colony Beach, consisting of one hundred twenty (120) manholes and approximately 38,000 feet of eight-inch (8”) width pipe of the City’s main wastewater gravity conveyance line, and the proper disposal of all debris in compliance with all federal, state and local requirements, all in accordance with the plans and specifications incorporated herein, and to be submitted by **October 2, 2026, at 10:00 A.M. (ET)**.

All bids must be submitted in a sealed envelope to City Administrator John Bartus at 600 W. Ocean, Key Colony Beach, Florida 33051 (mailing address PO Box 510141, Key Colony Beach, FL 33051), no later than **October 2, 2026**, at 10:00 AM (ET) clearly marked “Sealed Bid for the City of Key Colony Beach ITB 2026-04” along with the name of your firm. Each bid must include one original, five (5) copies, and one (1) electronic copy on a thumb drive.

Bid packets are available on DemandStar. Bids will be deemed to be valid for a period of sixty (60) days after the submittal date. Successful vendors must provide proper insurance and proof of all required licenses and/or certificates, and each contractor is to submit their bid as indicated in the specifications.

The City reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: The City Commission will make the final award of the bid or contract.

Any questions from any bidders should be directed to City Administrator John Bartus by email to Cityadministrator@keycolonybeach.net. Answers will be posted electronically by the City on DemandStar.

DEFINITIONS:

The Term “City” whenever used in the contract documents shall be construed to mean the City of Key Colony Beach, Florida.

I. Introduction and Calendar of Events

The City of Key Colony Beach, Florida, hereinafter referred to as the “City,” will accept sealed bids from any responsive and responsible bidder as specified herein. The following is a tentative calendar:

CALENDAR OF EVENTS ITB 2026-04 (all times ET)		
September 11, 2026	10:00 a.m.	Release Solicitation
September 25, 2026	4:00 p.m.	Last Day for submission of written questions to the City
September 28, 2026	4:00 p.m.	Last day for the City to post answers to questions
October 2, 2026	10:00 a.m.	Bid Due & Opening*
October 20, 2026	10:00 a.m. Utility Board Meeting	Review by Utility Board & Recommendation to City Commission**
October 22, 2026	10:00 a.m. City Commission Meeting	Award of Bid**

*The bid opening is open to the public and will be held at City Hall (Trailer) at 600 W. Ocean Drive, Key Colony Beach, Florida 33051.

** All meetings are open to the public and will be held at the temporary meeting place for the City of Key Colony Beach, at the Key Colony Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida, 33051

II. Conditions

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The Contractor shall complete a debarment certification, drug free workplace certification, sworn statement on public entity crimes, non-collusion affidavit of bidder, affidavit regarding the use of coercion for labor and services, business/personal relationship disclosure affidavit, executed contractor agreement, and E-Verify affidavit, and agrees to fully comply with Florida Public Records Laws as part of any agreement under the Invitation to Bid.

III. Cone of Silence

This Invitation to Bid is subject to a “Cone of Silence” and exemption as an ongoing competitive solicitation in accordance with Section 119.071(1), Florida Statutes. The cone of silence shall terminate at the time the

City Commission awards or approves a contract, votes to reject all bids, or otherwise takes action which ends the solicitation or procurement process.

If the City Commission refers the item back to City staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. When the cone of silence is terminated, public notice of the termination will be posted.

IV. Insurance Requirements:

The Contractor will be required to meet the City insurance requirements. Unless otherwise specified the Contractor shall, before commencing, add the City as an additionally named insured in the following minimum amounts with specific coverage. The successful bidder will submit evidence of insurance with their proposal.

1. **Commercial General Liability Insurance** - Amount: \$1,000,000.00 / \$2,000,000.00
2. **Automobile Liability Insurance** - Amount: \$1,000,000.00
3. **Workers Compensation Insurance** - Amount: Statutory Limits

V. Scope of Work:

The Contractor will complete the project based on the "Bid Specifications" page below, and all manufacturing instructions related to the use of any products selected. All work shall be completed in accordance with a project schedule provided by the City and agreed to by the Contractor.

VI. Site Restoration:

The Contractor will be responsible for the repairs or other damages to the project site and work areas caused by the Contractor during the execution of this Contract.

The Contractor shall ensure that all disturbed grass areas will be re-seeded with the same grass seed and blanket. Site cleanup shall take place at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as designated by the City's Representative. Upon completion of the entire project, the sites outside the scope of the project should be returned to the same condition that existed prior to work being done.

VII. Guaranties/Warranties:

The Contractor shall warrant and guarantee all work against defective workmanship for a period of two (2) years, commencing at the time of City acceptance of the completed project. Ordinary wear and tear will not be subject to warranty claims.

VIII. Quotes:

All required work must be included in the quoted amount on the Vendor Cost Bid form provided below.

IX. Billing/Invoicing:

All billing and invoicing shall be done at the completion of the project. All invoices for fees or compensation shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. No payment to Contractor shall be due until the City verifies that all services for which payment has been requested have been fully and satisfactorily performed by Contractor. The City will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt, and will otherwise comply with the Florida Prompt Payment Act as applicable.

X. Rejection of Bids:

- A. The City reserves the right to cancel requests for bids without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The City reserves the right:
 - i. to reject any or all bids,
 - ii. to accept the bid in its entirety or in parts or phases,
 - iii. to waive any informality or irregularity in any bid,
 - iv. to negotiate changes and/or modifications with the lowest responsible vendor, and
 - v. to make award to the response deemed to be the most advantageous to the City.
- C. Vendors shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- D. Any bid not conforming with the specifications or requirements set forth by the City in the request may be rejected.
- E. Bids may also be rejected if they are made by a vendor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

XI. Successful Bid:

- A. Submissions shall be tabulated, and a recommendation shall be prepared by the City staff. If an award is to be made to other than the lowest vendor, or if the purchase was not included in the fiscal year budget, justification must be made in writing.
- B. City staff shall send a recommendation and tabulation of all bids received for purchases meeting the requirements to the City Commission for consideration of awarding.
- C. All awards made in accordance with the provisions of this Invitation to Bid are final determinations.

XII. Change Orders:

- A. After a contract is awarded pursuant to the procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - i. Is not of such a size or nature as to undermine the integrity of the original process; and

- ii. Is germane to the original contract; and
- iii. Does not exceed twenty percent (20%) of the contractor amount; and
- iv. The change order is approved by the City Commission. However, the Mayor or City Administrator, may approve change orders for amounts that are not greater than fifteen thousand dollars (\$15,000.00) as authorized by the City Commission.
- v. Change orders for contracts for public improvements shall be as provided by state law.

XIII. Additional Requirements:

- A. The vendor must comply with all applicable laws prerequisite to doing business in the state.
- B. The vendor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- C. The vendor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the City within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
- D. The vendor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the City or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

XIV. Additional Items

CONTRACT REQUIREMENTS

The successful vendor will be required to enter a contract with the City consistent with the terms of this Invitation to Bid which should contain the following additional terms:

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the City, its trustees, officers, employees, agents, attorneys and lenders (collectively the " indemnitees ") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the indemnitees , or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section

includes subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights. The provisions of the indemnity provided for herein shall not be construed to indemnify any indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the City is otherwise entitled to assert. If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the City. In any and all claims against any indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

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Bid Specifications

Clean and Camera Approximately 38,000 Feet of 8-Inch Sewer Gravity Main Line

City of Key Colony Beach, FL 33051

Location:

The City of Key Colony Beach, Florida.

Scope of Work:

The Contractor shall:

1. Clean and camera the sewer gravity main line within the City of Key Colony Beach, consisting of one hundred twenty (120) manholes and approximately 38,000 feet of eight-inch (8") width pipe of the City's main wastewater gravity conveyance line.
2. Remove all debris and dispose of the same in a proper method and at an authorized location that is consistent and complies with all federal, state and local requirements.
3. Any affected areas must be cleaned and returned to their condition existing prior to the commencement of work hereunder.

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CONTRACTOR AGREEMENT

TO: City of Key Colony Beach, Florida
600 W. Ocean Dr.
Key Colony Beach, FL 33051

The undersigned, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the City, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Contractor certifies this bid to be for the project described in the bid document and to be in accordance with plans, specifications and Contract documents.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the City within seven (7) days of the cause.

Signed: _____

Print Name: _____

Print Title: _____

Company Name: _____

Date: _____

City of Key Colony Beach
ITB 2026-04

VENDOR COST BID FORM

To clean and camera approximately 38.000 feet of 8-inch (8") sewer gravity main line, and to properly remove and dispose of all debris in a proper method that is consistent and complies with all federal, state, and local requirements

Complete Cost \$ _____

Total Price written in words: _____

The City reserves the right to accept or reject all bids.

The bid must be submitted on this form with all required prices filled in. The total price shall be shown both numerically and in words. In case of discrepancy, the amount written in words shall govern.

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ {insert entity name}, being of lawful age and being duly sworn I, _____ {insert affiant name}, as _____ {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of __, 20_____.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

DEBARMENT CERTIFICATION

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Date: _____

Applicant's Signature

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date

(Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, ☐ being personally known or ☐
having produced _____ as
identification, and after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day of _____
_____ 20_____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): _____
and (Nature of services presently being offered to The City of Key Colony Beach, Florida): _____

2) I have _____ have not _____, at any time, excluding the instant proposal, had a business or personal relationship with any member of The City of Key Colony Beach Board of Commissioners, and/or with any employee of The City of Key Colony Beach, Florida.

• The details of my or my company's present and/or former relationship, excluding the instant proposal, are: *{include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}*

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

(Signature of Authorized Representative)

Dated: _____

Print: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____, who, ☐ being personally known or
☐ having produced _____ as
identification, and after first being sworn by me, affixed his/her signature in the space provided
above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/parish of _____, according to law on my oath, and under penalty of perjury, depose and say that:

1) I am _____, the bidder making the Proposal for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Bidder)

DATED: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, ☐ being personally known or ☐ having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is _____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____. *(If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement:*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- (a). A predecessor or successor of a person convicted of a public entity crime; or
 - (b). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with any convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, ☐ being personally known or ☐ having produced
as identification, and after first being sworn by me, affixed his/her signature in the space provided above
on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____



Published Weekly
Marathon, Monroe County, Florida

PROOF OF PUBLICATION

STATE OF FLORIDA COUNTY OF MONROE

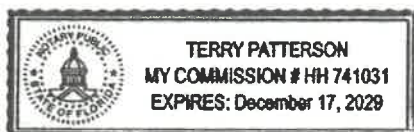
Before the undersigned authority personally appeared JASON KOLER who on oath, says that he is PUBLISHER of the WEEKLY NEWSPAPERS, a weekly newspaper published in Marathon, in Monroe County, Florida; that the attached copy of advertisement was published in said newspaper in the issues of: (date(s) of publication)

September 10, 2026

Affiant further says that the said WEEKLY NEWSPAPERS is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, once each week (on Thursday) and has been qualified as a second class mail matter at the post office in Marathon, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s) and that The Weekly Newspapers is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Sworn to and subscribed before me
this 10 day of SEP, 2026.
(SEAL)


Notary



City of Key Colony Beach

PO Box 12044, Key Colony Beach, Florida • Phone 888-280-1277 • Fax 888-280-1277



INVITATION TO BID: ITB 2026-04

The City of Key Colony Beach cordially invites interested contractors to complete and submit sealed bids by October 2, 2026, no later than 10:00 a.m., for the following project:

CLEAN AND CAMERA APPROXIMATELY 38,000 FEET OF 8-INCH SEWER GRAVITY MAIN LINE ITB 2026-04

SCOPE: Clean and camera sewer gravity main line within the City of Key Colony Beach, consisting of one hundred twenty (120) manholes and approximately 38,000 feet of eight-inch (8") width pipe of the City's main wastewater gravity conveyance line, and the proper disposal of all debris in compliance with all federal, state and local requirements, all in accordance with the plans and specifications incorporated herein.

All bids must be received no later than October 2, 2026, at 10:00 a.m., City of Key Colony Beach, Marble Hall, 600 W. Ocean Drive, Key Colony Beach, FL 33051. Bids must be delivered in a sealed envelope clearly marked "Sealed Bid for the City of Key Colony Beach "ITB 2026-04" along with the name of your firm.

The bid manual, requirements, and specifications are available on Demand-Star/Open Bids at www.Demandstar.com. All questions regarding the bid process should be directed in writing to City Administrator John Bartus at cityadministrator@keycolonybeach.net

CALENDAR OF EVENTS ITB 2026-04 (all times ET)

September 11, 2026	10:00 a.m.	Release Solicitation
September 25, 2026	4:00 p.m.	Last Day for submission of written questions to the City
September 28, 2026	4:00 p.m.	Last day for the City to post answers to questions
October 2, 2026	10:00 a.m.	Bid Due & Opening*
October 20, 2026	10:00 a.m. Utility Board Meeting	Review by Utility Board & Recommendation to City Commission**
October 22, 2026	10:00 a.m. City Commission Meeting	Award of Bid**

*The bid opening is open to the public and will be held at City Hall (Trailer) at 600 W. Ocean Drive, Key Colony Beach, Florida 33051.

**All meetings are open to the public and will be held at the temporary meeting place for the City of Key Colony Beach, at the Key Colony Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida, 33051.

Publish: September 10, 2026. The Weekly Newspapers



ITB 2026-04 Sewer Line Clean & Camera Recommendations

The City of Key Colony Beach received nine bids for ITB 2026-04 – the Sewer Line Camera & Clean for the City’s Sewer Gravity Main Line. All nine bids were deemed responsive and responsible. Here are the bidders:

- 1) Enviro Waste Services Group: \$91,006.20**
- 2) GPH Services: \$104,240.00**
- 3) Insituform: \$107,750.00**
- 4) GCU LLC (Gulf Coast Underground): \$197,600.00**
- 5) USA Services of Florida: \$132,899.00**
- 6) Atlantic Pipe Services: \$95,000.00**
- 7) Southeast Services of the Treasure Coast: \$169,000.00**
- 8) LMK Pipe Renewal: \$150,300.00**
- 9) Rowland/All Clear Underground: \$103,400.00**

As all bids received were deemed responsive and responsible, Florida Statutes dictate: *“The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.”*

Enviro Waste Services submitted the lowest price bid. Additionally, their bid was comprehensive and complete and left no doubt that they are qualified to bid. Staff recommends that the Utility Board approve forwarding the recommendation of Enviro Waste Services Group’s bid of \$91,006.20 to the City Commission.

- John Bartus, City Administrator

Quotation	For Order Placement: E-mail: nam.service.pocentral@veolia.com		
Quote Date	Quote Validity	Veolia Quote #	Project #
September 24, 2026	30 days	707346-CO	500032
Legal Entity	Veolia Contact	Customer Contact	
ZENON Environmental Corporation	Craig Brown, Regional craig.brown@veolia.com 678 687 3393	Shane Ellis sellis@uswatercorp.net	
Sold To:	City of Key Colony Beach 600 west ocean drive, Key Colony Beach, FL	Ship To:	City of Key Colony Beach 600 8th Street, Key Colony Beach, FL, 33051 USA
Currency:	USD	Payment Terms:	Net 30
Freight:	Included, best way	INCO Terms:	DDP City of Key Colony Beach WWTP

Item Description	Part #	Quantity	Unit Price	Extended Price
MOD/PKG-ZW500DS,300,PX11,1M	3151124	16		
2-year full replacement membrane warranty		incl.		
Top Permeate Saddle Adapter	3040500	10		
#232 EPDM O-ring	1124642	10		
#236 EPDM O-ring	1153604	10		
O-ring #226(EPDM)	3033693	20		
HOSE,3",GOODYEAR,GRAY FOOD	3082186	140		
HOSE,3.00,AIR,CONTINENTAL	3074649	70		
Off-site support, project management		Incl.		
On-site support, 2 FSRs 5x10-hr days on-site plus travel & living	135491	1 Visit		\$30,360
International shipment, and fees	3095534	incl.		\$7,183
Freight, DDP City of Key Colony Beach WWTP		incl.		
Trade surcharge ^{Note 1}		incl.		\$7,371
Total Price, excluding taxes			USD	118,760

Note 1: As of the date of this proposal, ZeeWeed membranes and components manufactured in Hungary are subject to a 10% tariff plus a 3.9% duty on ZeeWeed membranes not shipped in operational cassette frames. Tariffs, duties, and costs to administer tariffs/duties 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:

- 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.

- 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. We will continue to communicate any impacts as they become known.

Buyer Scope:

- Buyer is responsible for all tasks required for the onsite installation of the membranes, including removal of existing modules, installation of new modules, and disposal of all materials.

General Notes

- Order:** To place an order, please return this signed quotation or email a signed purchase order to the customer care address shown above. To ensure that you receive the pricing quoted, please reference the quotation number on your order.
- Terms:** All sales are subject to Veolia terms and conditions, which are attached to this quotation.
- 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 Hungary Industry PPI
 - 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 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 collects the items (depending on Incoterms), Seller is entitled to reallocate the items to another customer.
- Taxes:** Pricing above does not include applicable taxes, which will be applied at time of invoicing.
- 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 vtc.vwts.remit-nam.all@veolia.com	
Bank of America Merrill Lynch	ACCT# 4426318136
C/O ZENON Environmental Corporation	ABA# 026009593
901 Main Street Dallas, TX 75202	SWIFT# BOFAUS3N
	ACH# 111000012

• **Invoicing:**

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 material, off-site labor, delivery sub-total of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	\$26,120
An invoice for the balance of the material, off-site labor, delivery sub-total will be issued when membrane module shipping documents are supplied to the carrier.	70%	\$61,880
A final invoice for the on-site support sub-total will be issued upon completion of installation.	100%	\$30,360
		\$118,760

- **Freight:** Freight and freight insurance DDP City of Key Colony Beach WWTP , INCOTERMS 2020. Includes brokerage at Canada US border – flat fee, US EPA documentation flat fee and US MPF fee ~0.3464% - merchandise processing fee. Any new duty imposed after the date of this proposal is the responsibility of Key Colony Beach.
- **Trade Surcharge** – A US Tariff of 7,5% applies to all materials that originate from the European Union and 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, these fees will be paid by Veolia within the quoted price. Any new or increased tariff or duty imposed after the date of this proposal is the responsibility of Key Colony Beach.
- **Availability** - Delivery of membrane modules is typically 2-3 weeks after receipt of order.
- **Storage:** Membranes must be transported and stored such that the goods are protected from freezing, direct sunlight, extreme heat and stay sealed as shipped until ready for use. Storage should be in a dark, dry, level area at the temperature per the chart below. Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. Buyer is responsible for risk of loss of Seller's parts while in storage at customer's plant.

Product	Recommended Temperature Range
ZW500D, ZW1000, ZW1500, ZW500S, ZW700B	5-35°C (41-95°F)

accepted by: _____ print name signature	client PO # _____ (please attach PO): _____ date: _____
--	---

Doc. control: Author: DQ Technical review: N/A Commercial review: JP DOA: Bikt

Attachment A Membrane 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 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 [item 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.

Attachment B 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 ordinance, 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.
- 22. Entire Agreement.** This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

Attachment C ZENON Environmental W-9

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 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 Special Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 65%;"> 1 Name of entity/individual. An entity 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.) Zenon Environmental Corporation </td> <td style="width: 35%;"></td> </tr> <tr> <td colspan="2"> 2 Business name/disregarded name, if different from above. </td> </tr> <tr> <td colspan="2"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: 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. ☐ Other (see instructions) </td> </tr> <tr> <td colspan="2"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) </td> </tr> <tr> <td colspan="2"> 5b 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. ☐ </td> </tr> <tr> <td colspan="2"> 5 Address (number, street, and apt. or suite no.). See instructions. 3600 Horizon Blvd </td> </tr> <tr> <td colspan="2"> 6 City, state, and ZIP code Trevose, PA 19053 </td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> <tr> <td colspan="2"> Requester's name and address (optional) </td> </tr> </table>	1 Name of entity/individual. An entity 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.) Zenon Environmental Corporation		2 Business name/disregarded name, if different from above.		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: 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. ☐ Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)		5b 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. ☐		5 Address (number, street, and apt. or suite no.). See instructions. 3600 Horizon Blvd		6 City, state, and ZIP code Trevose, PA 19053		7 List account number(s) here (optional)		Requester's name and address (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.

Social security number 	OR Employer identification number 3 8 - 2 5 4 9 3 2 6
--	---

Part II Certification
 Under penalties of perjury, I certify that:
 1. 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
 2. 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
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. 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 01/17/2026
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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.
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.
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)

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date

Signature of Authorized Representative

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, ☐ being personally known or ☐
having produced _____ as
identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this

_____ day of _____
_____ 20_____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title) for _____
(print name of entity submitting sworn statement)

whose business address is _____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____. *(If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- (a). A predecessor or successor of a person convicted of a public entity crime; or
 - (b). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners,

shareholders, employees, members, and agents who are active in management of an entity.6. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with any convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF: _____
COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 202__.

(name of individual signing)

NOTARY PUBLIC

My commission expires:



MATERIAL HANDLING SYSTEMS INC.



Scan QR Code to
view our website

Quote
#QUOMHSI0972
10/7/2026

Bill To

City of Key Colony Beach
PO Box 141
Key Colony Beach FL 33051
United States

Ship To

City of Key Colony Beach
800 West Ocean Drive
Key Colony Beach FL 33051
United States

Expires	Exp. Close	Branch	Shipping Method
11/6/2026	10/7/2026	1-Pompano Beach	

Item	Quantity	Rate	Amount
Quoted Labor	1	\$34,227.00	\$34,227.00
Q3145-261			

Quoted labor and materials.

This quote includes: labor, hotel, travel, equipment rental, parts and to replace 2 new poly drive wheels and for 1 inspection.

Subtotal \$34,227.00

Tax (0%) \$0.00

Total \$34,227.00

Shipping and Tax Not Included

Customer Purchase Order

Authorized Signature



Click to see full view

Myron L 6PIIFCE Conductivity, Resistivity, TDS, pH, ORP/Free Chlorine, Temperature Meter

Visit the Myron L Store

4.4 (45)

Amazon's Choice

50+ bought in past month

\$1,130⁷⁷ (\$344.66 / feet)

FREE Returns

- LSI/Hardness Calculator
- Auto ranging
- Adjustable Temperature Compensation
- Adjustable Conductivity/TDS Ratio
- Date & Time Stamp

Report an issue with this product or seller



Sponsored



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exclusive deals, and award-
winning movies & TV shows.

Join Prime

\$1,130⁷⁷ (\$344.66 / feet)

FREE delivery **Monday, October 19.** Order within 11 hrs 18 mins

Delivering to Key Colony Beach
33051 - Update location

In Stock

Quantity: 1

Add to cart

Buy Now

Ships from Amazon

Sold by Process Products
Returns FREE 30-day
refund/replacement

Support Product support
included

See more

Add to List

Other sellers on Amazon

New (11) from \$1,130⁵² &
FREE Shipping.



NANBEI Portable Lab Conductivi...
\$474⁰⁰

Sponsored

Frequently bought together



+



+



Total price: \$1,675.47

Add all 3 to Cart

This item: Myron L
6PIIFCE Conductivity,
Resistivity, TDS, pH,...

\$1,130⁵² (\$344.59/feet)

Myron L PKUU Hard
Foam-Lined Protective
Carry Case with...

\$289⁹⁵

Myron L RPR
Replacement pH/ORP
Sensor

\$255⁰⁰

These items are shipped from
and sold by different sellers.
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Customers who viewed this item also viewed

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 FAX: (847) 689-3030
 TOLL FREE : (800) 548-1234
 F.E.I.N : 75-2007383

QUOTE

DATE	10/13/2026
QUOTE	QUOT1252563-3
ACCOUNT NUMBER	CUST3047255
QUOTED TO	Danny Price
QUOTED BY	Brian
PAGE NUMBER	1 of 1

USE THIS QUOTE# **QUOT1252563-3** ON PO's!

S
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T
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Key Colony Beach
 600 8th Street
 Key Colony Beach, FL 33051
 USA

B
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Key Colony Beach
 PO Box 510141
 Key Colony Beach, FL 33051-0141
 USA

CUSTOMER PO #	EXPIRES	SALES PERSON	TERMS	SHIP FROM	SHIP VIA
	11/5/2026	Brian	Net 30 days	IL	FEDEXGRND

ITEM #	DESCRIPTION	QTY	U/M	PRICE	EXTENSION
37835	Hach DR900 Colorimeter 9385100	1	ea	\$2,464.00	\$2,464.00
33657	Trinocular Microscope Brightfield, Plan Achr Obj	1	ea	\$2,003.45	\$2,003.45
39842	Welch Piston-Style Vacuum Pump, 1.2 CFM	1	ea	\$1,091.91	\$1,091.91

MERCHANDISE	MISCELLANEOUS	FREIGHT	TAX	TOTAL
\$5,559.36	\$ 0.00	\$ 0.00	\$0.00	\$5,559.36

Authorized Signature

PO (If Required)

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

This quote and all sales by HD Supply Facilities Maintenance, LTD. d/b/a USABlueBook shall be governed exclusively by the Terms & Conditions available at usabluebook.com/termsconditions

TO ORDER: For your convenience, you may simply sign and return via email to customerservice@usabluebook.com. We will process your order promptly and email a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department at (800) 548-1234. Please note any changes to the quantities or shipping address.

Thanks for choosing USABlueBook.

STAFF REPORT FOR THE UTILITY BOARD

October 20, 2026

- **Membranes:** The membranes have been delivered and installed. An additional quote for membranes is on today's agenda for consideration.
- **Wastewater Tank Painting Project:** Bids are due November 2. The mandatory pre-bid meeting and site visit were held on October 9, with a good turnout of interested contractors. A recommendation for award is expected to be presented at the November 17 meeting.
- **Collection System Action Plan:** CPH has submitted the plan, which was reviewed by Commissioner Harding. The plan is currently being finalized for submittal by October 15.
- **Sewer Line Cleaning and Camera Project:** A recommendation for award is on today's Board agenda for discussion and consideration.
- **Lift Station Project:** The bid has been awarded to Pedro Falcon Construction.
- **Backup Generator Project:** CPH is currently preparing the engineering plans. The project will be advertised for bids once the plans are complete.
- **Sludge Hauling and Processing Analysis:** The City Commission approved up to \$15,000 for CPH to prepare an engineering and business case analysis evaluating options for in-house sludge hauling and processing, including a centrifuge, screw press, and drying beds. The analysis will include feasibility assessments and cost estimates and is currently underway.
- **Shelter Bay Pervious Paver Project:** The State has approved continuation of the project using Florida Keys Stewardship funding.
- **Wastewater Billing:** The first quarterly wastewater bills reflecting the updated rate of \$252.00 have been sent.
- **Daily Operations:** In addition to these projects, staff continues to manage daily utility operations, including utility billing, payment processing, deposits, accounts payable, and recording financial transactions in QuickBooks.

OPERATOR REPORT

September 2026

Plant Update:

1. Emergency Call out for September 19th for a high MBR level alarm. Staff worked 24 hour shifts until MBR looked at so that it can be put back in production automatically-which was achieved.
2. September 15th, nearshore on site to troubleshoot Sam blower #1.
3. September 16th Pantropic on site to inspect generator-PASS, also Nearshore back on site for Sam blower#1.
4. . September 23rd, Veolia and Haack on site for membranes replacement on side#2
5. September 24th, Nearshore Electric, Viola, and Renolds on site for air injectors and membranes.
6. September 25th, Renalds back on site to look at side#2 air injection valve as it was not working properly. However, problem was rectified. KCB crane malfunctioning had to rent an emergency crane rental in order finish installing new cassettes.

Haack Industries hauled **84,500** gallons sludge 9/30/26

1. Monthly averages for Total Nitrogen=2.3 mg/L, and Total Phosphorus= 0.04 mg/L.

R.O. Update:

1. Maintenance Budget for Re-Use (attached)

Collection system:

7. September 17th, 3rd Generation plumbing on site to install new check valve on 7th street lift station.

MAINTENANCE BUDGET FOR RE-USE									
			Month of SEP 2026		Budgeted Cost per Year	Actual Cost/Month	Actual Cost/year		
RO Power Cost KWH X 0.777200									
Irrigation Pumps Power Cost KWH X 0.777200					\$7,185	\$308.75	\$2,142.26		
Chemicals RO System Include Anti-scalent						\$12.49	\$150.08		
Extra Testing for DEP TSS, FECAL,					\$15,000.00	\$260.25	\$1,045.00		
Main & Repairs to system including pre filter cartridges.					\$11,000.00	\$787.36	\$4,499.23		
Consulting					\$11,000.00	\$0.00	\$1,451.25		
Insurance RO system/building					\$5,300	\$4,600	\$4,600		
Reserves					\$1,700	\$141.66	\$566.64		
					\$8,000	\$666.66	\$2,666.64		
		Hours	Cost \$						
R.O. Power meter		3972.54	\$308.75	\$0.08					
Irr pump Power Meter		160.763	\$12.49	\$0.08					
Monthly Total		4133.303	\$321.24						
					\$59,185	\$6,777.17	\$17,121.10	Total for year	
					\$4,932				
		Monthly Total	Total/year	Total to date					
Gallons		271,000	5,767,198	152,695,108					
Cost / Gal		\$0.025008	\$0.002969						
Cost /Thousand Gal		\$25.01	\$2.97						
Pre Filters	\$260.25	Per set							
\$17.35 each X 15 per set.									

September 2026 Notable Events:

Treated 6.577 million gallons for the month.

The daily average was 227,000 gallons per day.

Average salinity was 6.95 parts per thousand (PPT), with a high of 11.5 PPT.

26% or 1,710,020 gallons of water treated was salt/sea water from leaking collection system.

1st: Danny's start date with KCB. Hawkins is onsite for the replacement of the 2 old glycerin tanks and will be replaced with a single 1000-gallon, double wall tank. Haack hauling for maintenance loads out of digester.

2nd: Hawkins on site to finish glycerin tank install. Vacuum pump B installed and tested.

15th: Nearshore for SAM blower #1 cycling on and off.

16th: Nearshore for continued SAM blower #1 cycling on and off issues. Pantropic generator inspection. US Water installed new waste pump motor. Reynolds to prepare for new airline injector installation.

17th: Third Generation at 7th street to start installing of new check valve. Due to rain install was postponed but did get to install an isolation valve for the lift station.

18th: Check all lift stations for proper working alarm lights.

19th: MBR in high level due to plant going into standby and not restarting automatically. Plant will need 24 hour coverage to manually reset and restart the process.

20th: Plant still not resetting automatically and needs continued staffing to manually reset. Dennis found the scour blower low air flow was causing the issue of the plant not resetting automatically. Changed set points to get plant back in auto.

21st: Plant running in auto with set points changed. All repairs and installs pushed back to make sure plant is in normal operation. Nearshore on site to prep for the electrical part on the air injector installation.

22nd: Heavy rains in addition to the PLC issues on the 19th and 20th has caused high levels on the process tanks due to extreme I&I from the collection system. Starting to overflow in the digester. MBR only able to push 150 GPM +/-, the rest was overflow into the digester.

23rd: Heavy rains continued again. Plant still in high levels. Veolia on site for injector install and side 2 membrane replacement. Veolia found the TMP (pressure on the membranes) was way out of range. Had to pull all the cassettes to clean by hand to get TMP back to normal range. All installs and repairs pushed back again due to high levels and high flows.

24th: Started the injector install with Veolia, Reynolds and Nearshore. Membranes clogged again with TMP out of range. Pulling and cleaning membranes by hand again. Flows still very high due to I&I in the collection system. Injector install took way longer than expected and plant was shut down for 4-5 hours. SAM tank overflowed into the digester. Plant was not restarted till 4:00 PM and only side one would produce flow. Veolia and operations stayed on site working on side 2 trying to get it to produce flow with no luck. Side 1 with clean membranes and new injector was able to treat the flows overnight on its own.

25th: Veolia, Reynolds and Nearshore on site to finish injector install and to start the side 2 membrane replacements. Found side 2 was not producing flow due to leaking cam lock fittings/gaskets. Replaced faulty gaskets and started flow through side 2. Plant crane failed at 2:00 PM with only 2 of the 4 membranes/cassettes replaced.

26th: Crane rental onsite to finish membrane/cassette replacement. Both sides running very well and now making over 500 GPM of flow through the plant.

29th: Extremely high tides. Nonstop rain. Collection system near overflow and several lift stations in alarm due to high levels from the collection system leaking. Treated 606,000 gallons.

Lift station salinity levels:

Coral Lane = 10.5

N. Sadowski = Car was on the lid

3rd Street = 12.8

4th Street = 1.0

5th Street = 1.8

S. Sadowski = 19.4

7th Street = 4.6

8th Street = 8.4

9th Street = 13.7

10th Street = 19.3

11th Street = 8.3

12th Street = 4.7

W Ocean Dr = 9.7

14th Street = .9

13th Street = 5.0

Corey = 1.0

30th: Heavy Rain and high tides. Collection system walkthrough and troubleshooting.

Found Nauti Turtle grease trap at same level as the storm drain just feet away. Tides and rains have the storm drain flowing into the grease trap and directly to the plant's collection system. Placed test ball in Manhole to keep their flow entering the plant.

Date:	Flow Treated MGD	Salinity PPT
9/1/2026	0.132	5
9/2/2026	0.145	5.1
9/3/2026	0.146	5.2
9/4/2026	0.168	5.4
9/5/2026	0.177	
9/6/2026	0.167	
9/7/2026	0.190	4.4
9/8/2026	0.162	4.7
9/9/2026	0.152	5.3
9/10/2026	0.166	6.2
9/11/2026	0.180	6.9
9/12/2026	0.170	
9/13/2026	0.177	
9/14/2026	0.181	8.4
9/15/2026	0.153	8.4
9/16/2026	0.171	8.7
9/17/2026	0.174	8.5
9/18/2026	0.176	8
9/19/2026	0.178	
9/20/2026	0.192	
9/21/2026	0.207	7.2
9/22/2026	0.246	7.6
9/23/2026	0.405	6.3
9/24/2026		4
9/25/2026	0.299	4
9/26/2026	0.322	
9/27/2026	0.359	
9/28/2026	0.366	10.3
9/29/2026	0.410	11.8
9/30/2026	0.606	11.5
Total=	6.577	
Average=	0.227	6.95
Percent Salt Water=	26%	

**City of Key Colony Beach Waste Water Treatment Plant
Balance Sheet**

As of September 30, 2026

	Sep 30, 26
ASSETS	
Current Assets	
Checking/Savings	
101-000 · Revenue Fund	
101-045 · Sewer Revenue MM Acct#7106	1,557,443.89
Total 101-000 · Revenue Fund	1,557,443.89
102-000 · Operating & Maintenance Fund	
102-020 · Operating Account #6006	75,751.87
102-030 · WW Res SRF Loan Pmt Acct #0301	309,433.29
Total 102-000 · Operating & Maintenance Fund	385,184.96
163-000 · Restricted - Replace & Ext Fund	
163-100 · Iberia MM Acct #9842	552,245.97
Total 163-000 · Restricted - Replace & Ext Fund	552,245.97
Total Checking/Savings	2,494,874.82
Accounts Receivable	
1200 · Accounts Receivable	(8,963.73)
Total Accounts Receivable	(8,963.73)
Other Current Assets	
132-000 · Due from General Fund	60,778.08
1499 · Undeposited Funds	2,802.00
Total Other Current Assets	63,580.08
Total Current Assets	2,549,491.17
Fixed Assets	
166-000 · Utility Plant	
166-060 · Improvement other than building	45,250.00
166-010 · Construction in Progress	516,107.31
161-020 · Land	9,087.37
166-030 · Building	335,742.29
166-040 · Treatment Plant	1,007,299.10
166-041 · Treatment Plant Renovations	11,663,106.25
166-050 · Equipment	324,300.34
166-080 · Sewer Lines-Second Section	1,881,084.05
166-090 · Furnitures and Fixtures	10,127.46
Total 166-000 · Utility Plant	15,792,104.17
167-000 · Less Accumulated Depreciation	(7,900,309.86)
Total Fixed Assets	7,891,794.31

**City of Key Colony Beach Waste Water Treatment Plant
Balance Sheet**

As of September 30, 2026

	Sep 30, 26
TOTAL ASSETS	10,441,285.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202-000 - Accounts Payable	10,143.75
Total Accounts Payable	10,143.75
Other Current Liabilities	
207-000 - Due to Gen Fund	57,089.80
220-000 - Deposit on Connection Fees	32,375.00
Total Other Current Liabilities	89,464.80
Total Current Liabilities	99,608.35
Long Term Liabilities	
231-020 - Florida State Revolving Loan	3,381,345.49
Total Long Term Liabilities	3,381,345.49
Total Liabilities	3,480,953.84
Equity	
Invested in Capital Assets-	
253-070 - Net of Debt	4,510,448.82
Total Invested in Capital Assets-	4,510,448.82
Restricted	
253-000 - Plant Improvements	
253-020 - RO Plant Reserves	20,000.00
253-030 - Lateral Reserve	70,000.00
253-080 - Other Plant Improvements	385,151.84
253-050 - ZeeWeed Membrane	187,488.00
253-060 - Reuse Membranes	60,000.00
Total 253-000 - Plant Improvements	702,637.64
Total Restricted	702,637.64
3000 - Opening Bal Equity	855.00
3900 - Unrestricted	2,656,295.82
Net Income	(909,905.64)
Total Equity	6,960,331.64
TOTAL LIABILITIES & EQUITY	10,441,285.48

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Sep 26</u>	<u>Oct '25 - Sep 26</u>	<u>FY26 Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense				
Income				
343-536 · Property Inquiry Fees	90.00	910.00	400.00	510.00
5009 · Returned Check Charges	0.00	50.00	0.00	50.00
343-561 · Return Check Charges	0.00	25.00	0.00	25.00
343-500 · Sewer Service	0.00	1,306,617.88	1,300,357.00	6,260.88
343-501 · Sewer Service-Commercial	7,503.64	116,947.30	120,004.00	(3,056.70)
343-535 · Change of Record Fees	1,100.00	20,094.00	14,000.00	6,094.00
343-550 · Reuse Water Reimbursement	60,000.00	60,000.00	60,000.00	0.00
343-560 · Delinquent Charges	0.00	5,430.00	250.00	5,180.00
Total Income	68,693.64	1,510,074.18	1,495,011.00	15,063.18
Expense				
535-635 · Shipping and Freight	0.00	1,574.21	0.00	1,574.21
66010 · Bank Service Charges	0.00	25.00	0.00	25.00
Bad Debt Expense	0.00	1,925.50	0.00	1,925.50
535-000 · OPERATING EXPENSES				
535-061 · WASTEWATER SAMPLING CDC	843.60	10,277.21	0.00	10,277.21
535-080 · Internet	255.15	2,756.65	2,800.00	(43.35)
535-070 · Computer Equipment/Maintenance	1,766.78	4,190.17	2,000.00	2,190.17
535-030 · Electricity	10,147.88	116,656.74	134,000.00	(17,343.26)
535-035 · Insurance	11.20	13,987.86	46,000.00	(32,012.14)
535-040 · Telephone	1,025.28	10,251.02	6,110.00	4,141.02
535-050 · Water	40.30	515.13	400.00	115.13
535-060 · Systems Operator	25,830.09	303,145.50	310,000.00	(6,854.50)
535-280 · Supplies & Chemicals	32,756.69	115,018.39	111,000.00	4,018.39
535-440 · Plant Maintenance & Repairs	10,597.19	402,179.53	122,777.00	279,402.53
535-449 · Reverse Osmosis System				
535-031 · R.O. Irrigation Pumps Electric	0.00	5,923.41	0.00	5,923.41
535-456 · R.O. Insurance	0.00	19,231.00	1,700.00	17,531.00
535-455 · R.O. Consulting	0.00	0.00	13,750.00	(13,750.00)
535-453 · R.O. Testing	0.00	0.00	4,000.00	(4,000.00)
535-452 · R.O. Chemicals	0.00	2,918.00	6,000.00	(3,082.00)
535-451 · R.O. Electric	0.00	2,250.00	8,743.00	(6,493.00)
535-450 · R.O. Maintenance & Repair	0.00	16,156.33	17,500.00	(1,343.67)
Total 535-449 · Reverse Osmosis System	0.00	46,478.74	51,693.00	(5,214.26)

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Sep 26</u>	<u>Oct '25 - Sep 26</u>	<u>FY26 Budget</u>	<u>\$ Over Budget</u>
535-460 · System Maintenance & Repairs	3,805.00	70,577.12	150,000.00	(79,422.88)
535-510 · Sludge Hauling	77,062.50	570,934.00	200,000.00	370,934.00
535-520 · Contingency Expense	0.00	4,380.00	0.00	4,380.00
Total 535-000 · OPERATING EXPENSES	164,141.66	1,671,348.06	1,136,780.00	534,568.06
535-600 · GENERAL & ADMINISTRATIVE				
535-651 · Grant Development	422.24	8,209.74	0.00	8,209.74
535-670 · Service Contract	0.00	0.00	20,344.00	(20,344.00)
535-696 · Maintenance by City Employees	1,381.34	4,831.11	3,500.00	1,331.11
535-675 · Structure & Grounds Maintenance	350.00	2,793.66	6,000.00	(3,206.34)
535-610 · Salaries	45,577.02	135,037.60	55,750.00	79,287.60
535-615 · Payroll Taxes	3,571.82	11,545.33	4,265.00	7,280.33
535-616 · Retirement Benefits	2,650.11	2,650.11	7,822.00	(5,171.89)
535-617 · Medical Coverage	0.00	0.00	15,250.00	(15,250.00)
535-620 · Accounting	296.00	18,197.27	14,100.00	4,097.27
535-630 · Printing, Postage, Office	234.78	3,172.22	2,700.00	472.22
535-645 · Contingency	0.00	0.00	5,000.00	(5,000.00)
535-650 · Consulting	5,992.69	61,815.63	12,000.00	49,815.63
535-660 · Miscellaneous Office	0.00	299.04	500.00	(200.96)
535-680 · Legal Fees	0.00	0.00	1,000.00	(1,000.00)
535-690 · Legal Advertising	600.00	600.00	600.00	0.00
Total 535-600 · GENERAL & ADMINISTRATIVE	61,076.00	249,151.71	148,831.00	100,320.71
535-700 · DEBT RETIREMENT				
535-704 · Debt Repay Interest	12,003.78	23,024.80	0.00	0.00
535-705 · Debt Repay-Principal	124,372.71	248,745.42	272,000.00	(23,254.58)
Total 535-700 · DEBT RETIREMENT	136,376.49	271,770.22	272,000.00	(229.78)
Total Expense	361,594.15	2,195,794.70	1,557,611.00	638,183.70
Net Ordinary Income	(292,900.51)	(685,720.52)	(62,600.00)	(623,120.52)
Other Income/Expense				
Other Income				
536-910 · Sewer Connection Fees	0.00	0.00	5,200.00	(5,200.00)
536-915 · Miscellaneous Income				
536-917 · Miscellaneous Income	495.00	527.19	400.00	127.19
536-915 · Miscellaneous Income - Other	0.00	867.83	0.00	867.83
Total 536-915 · Miscellaneous Income	495.00	1,395.02	400.00	995.02

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Sep 26</u>	<u>Oct '25 - Sep 26</u>	<u>FY26 Budget</u>	<u>\$ Over Budget</u>
536-920 · Interest Income				
536-923 · Interest Income 9842	1,299.59	15,398.54	0.00	15,398.54
536-922 · Interest Income 6006	259.81	3,134.29	0.00	3,134.29
536-921 · Interest Income 7106	4,500.08	64,587.23	0.00	64,587.23
536-920 · Interest Income - Other	871.95	10,333.54	116,000.00	(105,666.46)
Total 536-920 · Interest Income	<u>6,931.43</u>	<u>93,453.60</u>	<u>116,000.00</u>	<u>(22,546.40)</u>
536-930 · FKEC Capital Credits				
535-865 · GRANTS	0.00	366,843.87	250,000.00	116,843.87
Total Other Income	<u>7,426.43</u>	<u>461,692.49</u>	<u>371,600.00</u>	<u>90,092.49</u>
Other Expense				
537-000 · Capital Reserves - Reuse Water				
535-849 · ReUse Membrane Reserve	0.00	0.00	8,000.00	(8,000.00)
Total 537-000 · Capital Reserves - Reuse Water	<u>0.00</u>	<u>0.00</u>	<u>8,000.00</u>	<u>(8,000.00)</u>
535-800 · CAPITAL EXPENSES				
535-860 · Misc. Grants				
535-844 · Capital Plant	176,804.61	685,877.61	540,000.00	145,877.61
535-846 · Capital System	0.00	0.00	112,000.00	(112,000.00)
Total 535-800 · CAPITAL EXPENSES	<u>176,804.61</u>	<u>685,877.61</u>	<u>652,000.00</u>	<u>33,877.61</u>
535-850 · RESERVE FUNDING				
535-848 · ZeeWeed Membrane Reserve	0.00	0.00	40,000.00	(40,000.00)
Total 535-850 · RESERVE FUNDING	<u>0.00</u>	<u>0.00</u>	<u>40,000.00</u>	<u>(40,000.00)</u>
Total Other Expense	<u>176,804.61</u>	<u>685,877.61</u>	<u>700,000.00</u>	<u>(14,122.39)</u>
Net Other Income	<u>(169,378.18)</u>	<u>(224,185.12)</u>	<u>(328,400.00)</u>	<u>104,214.88</u>
Net Income	<u>(462,278.69)</u>	<u>(909,905.64)</u>	<u>(391,000.00)</u>	<u>(518,905.64)</u>

UTILITY BOARD of KEY COLONY BEACH FLORIDA				WW WARRANT #0926
ACCT#	PAYABLE TO:	AMOUNT	FOR	
535-040	AT&T	\$ 1,154.88	Telephone, & Internet	
535-050	FCAA	\$ 40.30	Water	
535-030	FKEC	\$ 10,147.88	Electricity 8/20-9/21	
535-280	Hawkins, Inc.	\$ 26,438.50	chemicals	
535-460	PSI Technologies	\$ 2,950.00	System maintenance-parts and shipping	
535-440	Pantropic Power	\$ 700.00	System maintenance & repairs	
535-280	Specialty Hardware	\$ 67.37	Supplies-miscellaneous	
535-650	CPH	\$ 31,947.25	Consulting	
535-440	Ferguson Enterprises LLC	\$ 8,262.00	Plant maintenance & repairs	
535-070	Grainger	\$ 926.78	Computer Equipment	
535-510	Haack Environmental LLC	\$ 77,062.50	Sludge hauling	
535-690	Keys Weekly Newspapers	\$ 600.00	Legal advertising	
535-280	NAPA Auto Parts	\$ 856.82	Supplies-marine hoses	
535-460	Nearshore Electric	\$ 855.00	System maintenance & repairs/13th St-pump overload reset	
535-440	Nearshore Electric	\$ 760.00	Plant maintenance & repairs/blower check	
343-501	Orestes Sanchez	\$ -	Sewer service refund for payment on capped off tie-in-check voided	
535-675	Sobrino Garage Doors LLC	\$ 350.00	Structure & Grounds maintenance/roll up door maintenance	
535-440	Leigh Service & Repair	\$ 650.00	Annual service testing of fuel tank monitoring system	
535-460	USA Bluebook	\$ 185.23	Sys maint & repairs-Rolotape	
535-449	Komline Ham	\$ 1,055.83	RO System-60 cartridge filters & shipping	
		TOTAL \$	165,010.34	
ACCOUNT #	VENDOR	AMOUNT	DESCRIPTION	
535-060	US WATER CORPORATION	\$ 25,830.09	Operations	
535-440	US WATER CORPORATION	\$ 12,181.09	Plant maint & repairs-Rebuilt MRB Recirculation pump	
535-061	US WATER CORPORATION	\$ 843.60	TSS & Fecal Coliform	
		TOTAL \$	38,854.78	
CITY OF KEY COLONY BEACH				
535-070	City of Key Colony Beach	\$ 160.00	Computer Support-Sep	
535-080	City of Key Colony Beach	\$ 125.55	Internet	
535-630	City of Key Colony Beach	\$ 238.72	Copier	
535-620	City of Key Colony Beach	\$ 296.00	August accounting fees	
535-070	City of Key Colony Beach	\$ (638.00)	Amazon-refund for original laptop	
535-070	City of Key Colony Beach	\$ 680.00	Amazon-laptop	
535-440	City of Key Colony Beach	\$ 425.04	Amazon-ball valves, pallet extension, eye wash station	
535-440	City of Key Colony Beach	\$ 316.89	Global Industrial-eye wash station sign and drench hose	
535-440	City of Key Colony Beach	\$ 551.24	Home Depot-Misc supplies	
535-070	City of Key Colony Beach	\$ 2,049.21	EZ Automation-Computer software	
535-440	City of Key Colony Beach	\$ 337.94	Ernest Rhodes Plumbing-hose bib leak & install eye wash station	
535-844	City of Key Colony Beach	\$ 279,540.00	Capital expense-Zenon membrane replacement	
535-600	City of Key Colony Beach	\$ 1,381.34	Gen & Admin-salary for public works employees	
		TOTAL \$	284,082.59	
GRAND TOTAL OF WW WARRANT 0926:		\$	487,947.71	

Key Colony Beach Storm Water Fund
Balance Sheet
As of September 30, 2026

	Sep 30, 26
ASSETS	
Current Assets	
Checking/Savings	
101-001 - Stormwater Utilities#8300070128	246,045.41
Total Checking/Savings	246,045.41
Total Current Assets	246,045.41
Fixed Assets	
166-901 - Stormwater System	3,771,742.00
166-902 - Construction in Progress	488,088.45
17000 - Accumulated Depreciation	-590,843.60
Total Fixed Assets	3,648,986.85
TOTAL ASSETS	3,893,040.26
LIABILITIES & EQUITY	
Equity	
30000 - Opening Balance Equity	618,490.00
32000 - Retained Earnings	3,503,181.50
Net Income	-228,611.24
Total Equity	3,893,040.26
TOTAL LIABILITIES & EQUITY	3,893,040.26

Key Colony Beach Storm Water Fund
INCOME STATEMENT Budget & Actual

	Sep 26	Oct '25 - Sep 26	FY26 Budget	\$ Over Budget
Ordinary Income/Expense				
Income				
363-100 · Stormwater Fees				
363-101 · Collected Stormwater Fees	0	126,014	118,930	7,084
363-105 · Delinquent Charges/Overdue Acct	0	0	50	-50
Total 363-100 · Stormwater Fees	0	126,014	118,980	7,034
Total Income	0	126,014	118,980	7,034
Expense				
513-031 · Legal and Professional Services	0	2,459	1,000	1,459
513-032 · Accounting and Auditing	0	0	1,000	-1,000
513-033 · Consulting	0	21,406	100,000	-78,594
513-034 · Engineering/Architectural	22,233	79,898	0	79,898
513-041 · Postage	0	0	250	-250
535-050 · Utilities				
535-051 · Electric	186	1,856	0	1,856
Total 535-050 · Utilities	186	1,856	0	1,856
535-610 · Salaries, Payroll Taxes, ETC...	0	0	4,000	-4,000
535-660 · Miscellaneous Office	0	0	500	-500
538-046 · Maint/ Repairs for STORMWATER	0	65,890	40,000	25,890
Total Expense	22,419	171,509	146,750	24,759
Net Ordinary Income	-22,419	-45,495	-27,770	-17,725
Other Income/Expense				
Other Income				
361-100 · Interest Income	668	10,940	9,000	1,940
373-871 · Stewardship Grant	0	388,076	925,000	-536,924
536-915 · Miscellaneous IncomeADMIN COSTS	0	0	100	-100
Total Other Income	668	399,016	934,100	-535,084
Other Expense				
535-800 · CAPITAL EXPENSES				
535-811 · Drainage Improvements	0	359,784		
535-821 · Detention Pond	0	222,347		
535-800 · CAPITAL EXPENSES - Other	0	0	482,756	-482,756
Total 535-800 · CAPITAL EXPENSES	0	582,131	482,756	99,375
587-000 · RESERVE FUNDING				
587-100 · Stormwater Reserves	0	0	15,000	-15,000
Total 587-000 · RESERVE FUNDING	0	0	15,000	-15,000
Total Other Expense	0	582,131	497,756	84,375
Net Other Income	668	-183,115	436,344	-619,459
Net Income	-21,751	-228,610	408,574	-637,184

UTILITY BOARD

of KEY COLONY BEACH FLORIDA

SW WARRANT #0926

INVOICE #	PAYABLE TO:	AMOUNT	FOR
179623 & 180233	CPH	\$ 38,658.00	Consulting Services-KG011
8/20/26-9/21/26	FKEC	\$ 186.38	Electricity
		TOTAL \$	38,844.38
		GRAND TOTAL OF SW WARRANT 0926: \$	38,844.38