



**REGULAR MEETING OF THE MADISONVILLE, KENTUCKY CITY COUNCIL
CITY COUNCIL CHAMBERS, 77 NORTH MAIN ST, MADISONVILLE, KY 42431**

August 2, 2021 at 4:30 PM

AGENDA

1. CALL TO ORDER BY MAYOR KEVIN COTTON

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. ROLL CALL

5. APPROVAL OF MINUTES

A. City Council - Regular Meeting - Jul 6, 2021 4:30 PM

6. APPROVAL OF BILLS AND PAYROLL

A. Bills & Payroll

7. DEPARTMENT REPORTS

A. Police Department Report

8. NEW BUSINESS

A. Resolutions

A. Authorization of the implementation of a partial tank drain backwash aeration operating system and membrane trane #4 with Suez Water Technologies through non-competitive negotiation

B. Resolution to authorize Mayor Kevin Cotton to execute Deeds for Midtown Boulevard Extension

C. Permission to declare lots as surplus property

9. MUNICIPAL ORDERS

A. APPOINTMENT OF TANYA BOWMAN TO THE CITY OF MADISONVILLE BOARD OF ETHICS

B. REAPPOINTMENT OF DEBBIE ALLEN TO THE TREE BOARD

C. Appointment of Chuck Shockley to the Board of Ethics

D. Executive Order

E. EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF MARVIN HIGHTOWER TO THE HOPKINS COUNTY JOINT PLANNING COMMISSION

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

10. ITEM FOR DISCUSSION

1. Utility Connection for Water Service
2. Permission to Bid - PIPE

11. WARRIOR COAL TO ADDRESS CITY COUNCIL

12. ADJOURNMENT

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CITY COUNCIL CHAMBERS, 77 NORTH MAIN ST, MADISONVILLE, KY 42431**

July 6, 2021 at 4:30 PM

MINUTES

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. ROLL CALL**

Attendee Name	Title	Status	Arrived
Kevin Cotton	Mayor	Present	
Misty Cavanaugh	Ward 1	Present	
Tony Space	Ward 2	Present	
Adam Townsend	Ward 3	Present	
Amy Cruz	Ward 4	Present	
Frank Stevenson	Ward 5	Present	
Chad Menser	Ward 6	Present	

5. APPROVAL OF MINUTES

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tony Space, Ward 2
SECONDER: Frank Stevenson, Ward 5
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

A. City Council - Regular Meeting - Jun 21, 2021 4:30 PM

6. APPROVAL OF BILLS AND PAYROLL

A. Bills & Payroll

RESULT: APPROVED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

7. NEW BUSINESS

8. ITEMS FOR DISCUSSION

1. Permission to close portion of Sugg Street

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Minutes Acceptance: Minutes of Jul 6, 2021 4:30 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Stevenson, Ward 5
SECONDER: Adam Townsend, Ward 3
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

2. Permission to close portion of Elm Street

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Chad Menser, Ward 6
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

3. Permission to contract services from local businesses owned by city employees

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tony Space, Ward 2
SECONDER: Amy Cruz, Ward 4
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

9. EXECUTIVE ORDERS

A. Appointment of Jason Vincent to the Housing Authority Board

10. 4TH FEST UPDATE

11. WORLD CHANGERS UPDATE

12. ADJOURNMENT

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Townsend, Ward 3
SECONDER: Tony Space, Ward 2
AYES: Cavanaugh, Space, Townsend, Cruz, Stevenson, Menser

Minutes Acceptance: Minutes of Jul 6, 2021 4:30 PM (Approval of Minutes)

Our Mission: To deliver the necessary government services to the citizens of Madisonville in the most effective and cost-efficient manner possible.

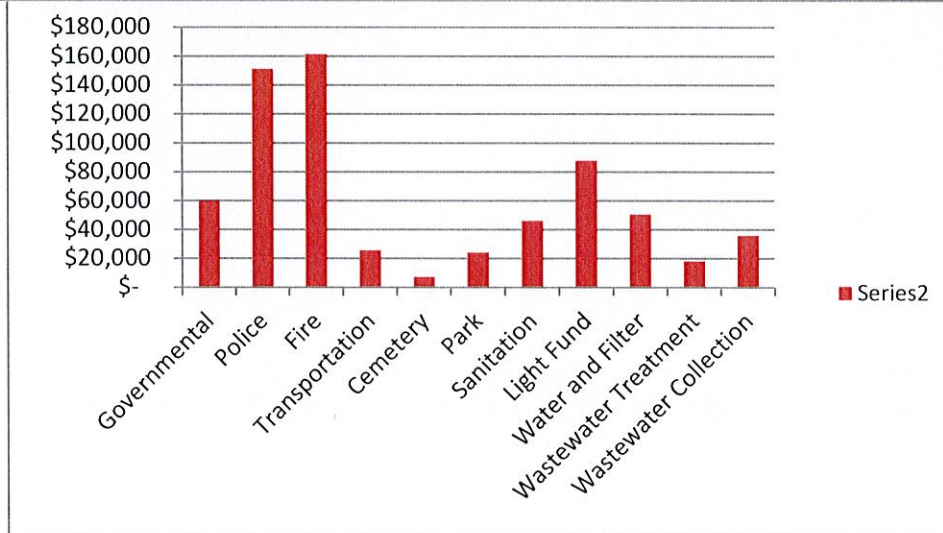
Our Core Values: Integrity, Professionalism, Excellence, Service, Commitment, and People

Bills and Payroll for Council Meeting 3/16/2020

Co#	Bank#	Fund Name	
100	1	General Fund	\$ 140,007.95
			\$ 96,769.48
			\$ 176,024.88
		Total General Fund	\$ 412,802.31
190	9	Sanitation	\$ 48,849.03
		Total Sanitation	\$ 48,849.03
200	9	Electric/Utility Office	\$ 76,600.42
		Total Electric/Utility Office	\$ 76,600.42
210	8	Water and Filter	\$ 83,124.02
		Total Water Filter	\$ 83,124.02
	9	Waste Water Collection and Treatment	\$ 202,772.25
		Total Wastewater Collection and Treatment	\$ 202,772.25

Estimated Payroll

Co#	Dept #	Department Name	Amount
100	Various	Governmental	\$ 59,882
100	2100	Police	\$ 150,967
100	2300	Fire	\$ 161,080
100	3300	Transportation	\$ 25,355
100	5000	Cemetery	\$ 6,921
100	7000	Park	\$ 23,775
190	3100	Sanitation	\$ 45,902
200	1000/4500	Light Fund	\$ 87,558
200	4700/4600	Water and Filter	\$ 50,250
200	2000	Wastewater Treatment	\$ 17,872
200	2001	Wastewater Collection	\$ 35,671
		Total Payroll	\$ 665,231



Number of Employees paid July 23, 2021

Communication: Bills & Payroll (Approval of Bills and Payroll)

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	7/23/21	7	1	6
100	1200	ADMINISTRATION	7/23/21	10	9	1
100	1400	FINANCE	7/23/21	5	5	
100	1500	CITY CLERK	7/23/21	4	4	
100	1600	AIRPORT	7/23/21	4	4	
100	1700	ZONING	7/23/21	2	2	
100	2100	POLICE DEPT-MADISONVILLE	7/23/21	53	47	6
100	2150	POLICE FICA	7/23/21	3	2	1
100	2151	DISPATCH	7/23/21	15	15	
100	2200	ALCOHOLIC BEVERAGE CONTROL	7/23/21	1		1
100	2300	FIRE DEPT-MADISONVILLE	7/23/21	64	64	
100	2350	FIRE FICA/NON HAZARDOUS	7/23/21	1	1	
100	3300	TRANSPORTATION DEPT	7/23/21	18	18	
100	5000	CEMETERY DEPARTMENT	7/23/21	6	6	
100	7000	PARK DEPARTMENT	7/23/21	11	11	
100	7100	POOL EMPLOYEES	7/23/21	8		8
100	7200	MAHR PARK	7/23/21	8	7	1
190	3100	SANITATION DEPARTMENT	7/23/21	28	28	
200	1000	UTILITY OFFICE	7/23/21	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	7/23/21	20	20	
210	2000	WASTEWATER TREATMENT	7/23/21	8	8	
210	2001	WASTEWATER COLLECTION	7/23/21	22	22	
211	4600	FILTER DEPARTMENT	7/23/21	11	11	
211	4700	WATER DEPARTMENT	7/23/21	17	17	
Totals				341	317	24

Communication: Bills & Payroll (Approval of Bills and Payroll)

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	4,592.78	.00	.00	4,592.78
100	1200	ADMINISTRATION	22,824.64	316.81	.00	23,141.45
100	1400	FINANCE	12,372.05	236.70	.00	12,608.75
100	1500	CITY CLERK	14,416.66	.00	.00	14,416.66
100	1700	ZONING	3,945.43	.00	.00	3,945.43
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,176.92	.00	.00	1,176.92
		Total Government	59,328.48	553.51	.00	59,881.99
100	2100	POLICE DEPT-MADISO	131,304.22	14,546.39	.00	145,850.61
100	2150	POLICE FICA	4,493.13	623.26	.00	5,116.39
		Total Police	135,797.35	15,169.65	.00	150,967.00
100	2300	FIRE DEPT-MADISONV	111,367.40	46,525.60	2,222.08	160,115.08
100	2350	FIRE FICA/NON HAZA	964.46	.00	.00	964.46
		Total Fire	112,331.86	46,525.60	2,222.08	161,079.54
100	3300	TRANSPORTATION DEP	23,819.35	1,535.16	.00	25,354.51
		Total Transportati	23,819.35	1,535.16	.00	25,354.51
100	5000	CEMETERY DEPARTMEN	6,698.80	221.83	.00	6,920.63
		Total Cemetery	6,698.80	221.83	.00	6,920.63
100	7000	PARK DEPARTMENT	15,207.83	2,655.94	.00	17,863.77
100	7100	POOL EMPLOYEES	5,474.34	436.43	.00	5,910.77
		Total Park	20,682.17	3,092.37	.00	23,774.54
190	3100	SANITATION DEPARTM	42,657.35	3,244.69	.00	45,902.04
		Total Sanitation	42,657.35	3,244.69	.00	45,902.04
200	1000	UTILITY OFFICE	24,230.49	1,732.80	.00	25,963.29
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	56,898.98	4,695.58	.00	61,594.56
		Total Utility Offi	81,129.47	6,428.38	.00	87,557.85
210	2000	WASTEWATER TREATME	17,787.08	84.72	.00	17,871.80
210	2001	WASTEWATER COLLECT	34,684.01	987.35	.00	35,671.36
		Total Wastewater T	52,471.09	1,072.07	.00	53,543.16
211	4600	FILTER DEPARTMENT	16,101.29	1,925.84	.00	18,027.13
211	4700	WATER DEPARTMENT	29,356.08	2,866.87	.00	32,222.95
		Total Water	45,457.37	4,792.71	.00	50,250.08
		Grand Totals	580,373.29	82,635.97	2,222.08	665,231.34

Communication: Bills & Payroll (Approval of Bills and Payroll)

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	306.75	14.50	.00	321.25
100	1400	FINANCE	234.00	7.25	.00	241.25
100	1500	CITY CLERK	354.38	.00	.00	354.38
100	1700	ZONING	78.00	.00	.00	78.00
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	973.13	21.75	.00	994.88
100	2100	POLICE DEPT-MADISO	4,050.55	337.75	.00	4,388.30
100	2150	POLICE FICA	218.00	19.25	.00	237.25
		Total Police	4,268.55	357.00	.00	4,625.55
100	2300	FIRE DEPT-MADISONV	5,728.75	2,109.25	80.50	7,918.50
100	2350	FIRE FICA/NON HAZA	71.00	.00	.00	71.00
		Total Fire	5,799.75	2,109.25	80.50	7,989.50
100	3300	TRANSPORTATION DEP	1,425.00	61.25	.00	1,486.25
		Total Transportati	1,425.00	61.25	.00	1,486.25
100	5000	CEMETERY DEPARTMEN	494.25	10.75	.00	505.00
		Total Cemetery	494.25	10.75	.00	505.00
100	7000	PARK DEPARTMENT	714.00	138.75	.00	852.75
100	7100	POOL EMPLOYEES	539.50	28.00	.00	567.50
		Total Park	1,253.50	166.75	.00	1,420.25
190	3100	SANITATION DEPARTM	2,059.75	123.75	.00	2,183.50
		Total Sanitation	2,059.75	123.75	.00	2,183.50
200	1000	UTILITY OFFICE	1,063.25	72.50	.00	1,135.75
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,531.00	83.50	.00	1,614.50
		Total Utility Offi	2,594.25	156.00	.00	2,750.25
210	2000	WASTEWATER TREATME	629.50	2.75	.00	632.25
210	2001	WASTEWATER COLLECT	1,766.09	38.25	.00	1,804.34
		Total Wastewater T	2,395.59	41.00	.00	2,436.59
211	4600	FILTER DEPARTMENT	898.50	71.75	.00	970.25
211	4700	WATER DEPARTMENT	1,370.00	97.25	.00	1,467.25
		Total Water	2,268.50	169.00	.00	2,437.50
		Grand Totals	23,532.27	3,216.50	80.50	26,829.27

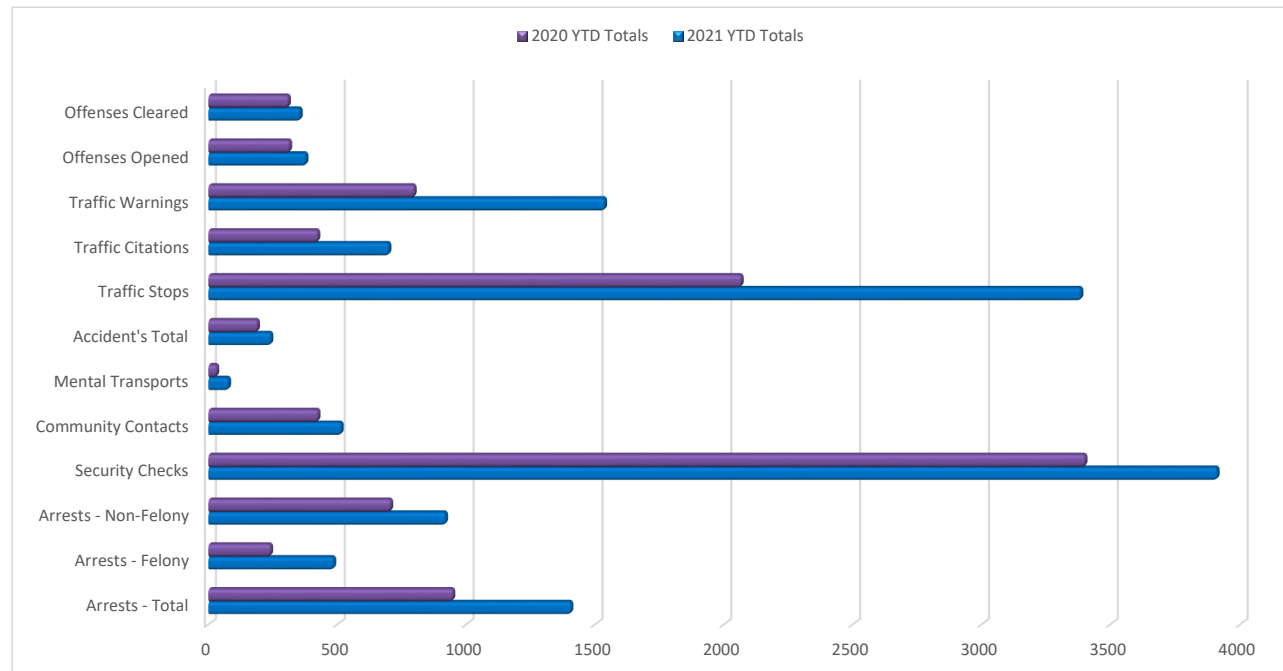
Communication: Bills & Payroll (Approval of Bills and Payroll)



Madisonville Police Department Council Report August 2nd, 2021



Type	Jun-21	Jun-20	2021 YTD Totals	2020 YTD Totals	Man Hours	Apr-21	May-21	Jun-21	Totals
Calls - Total Responses	3423	3812	21469	21244	Regular Hours	8956	8617.1	8121.82	25694.91
Arrests - Total	216	152	1406	948	Over Time Hours	797.3	808	925	2530.3
Arrests - Felony	71	40	486	241	Vacation Hours	250	259	858	1367
Arrests - Non-Felony	145	112	920	707	Sick Hours	136.8	103	136.5	376.3
Security Checks	216	373	3911	3401	Training Hours	520	365	554	1439
Community Contacts	115	91	515	425	Community Programs	0	0	0	0
Mental Transports	10	7	78	32	Volunteer Hours	0	0	0	0
Accident's Total	56	49	242	190	Crime Stopper Tips	12	15	18	45
Traffic Stops	553	486	3385	2067	Crime Stopper Arrests	15	14	12	41
Traffic Citations	107	63	700	424	Special Events: MPD Football Skills Camp Volunteer events:				
Traffic Warnings	224	264	1537	798					
Offenses Opened	56	47	378	315					
Offenses Cleared	65	65	356	310					
Stolen/Lost Property Value	\$ 78,512.10	\$ 54,563.47	\$230,306.10	\$382,717.75					
Recovered Property Value	\$ 11,015.10	\$ 5,300.00	\$50,262.21	\$183,141.17					
Average Response Time	5.71 Mins	5.96 Mins	4.03 Mins	4.54 Mins					

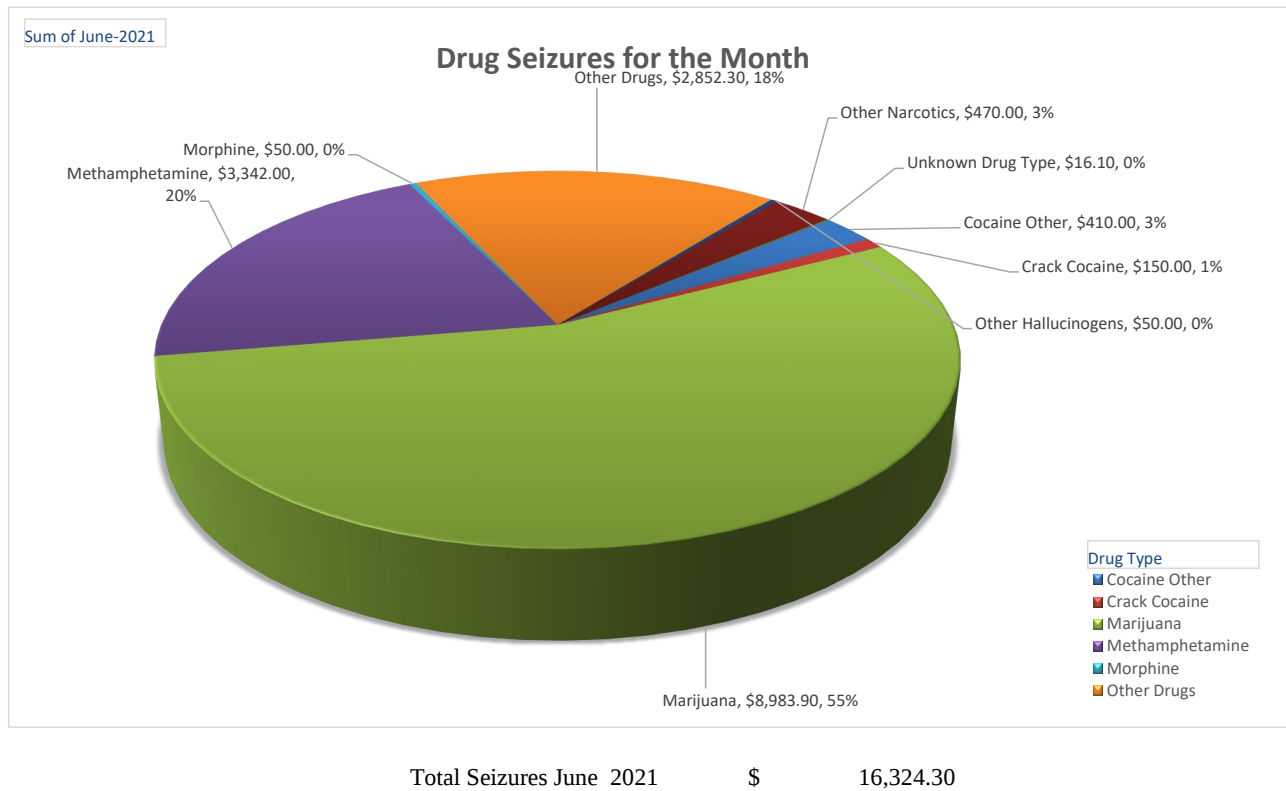




Madisonville Police Department Council Report August 2nd, 2021



7.A



Communication: Police Department Report (Department Reports)

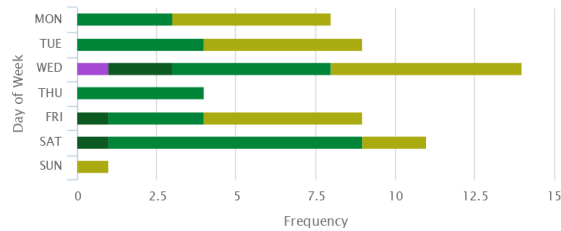


Madisonville Police Department Council Report August 2nd, 2021

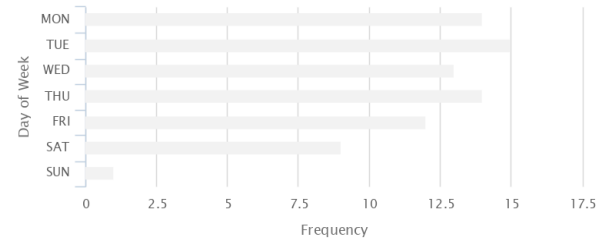


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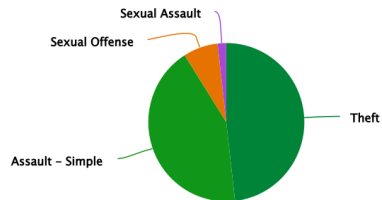
Part 1 Crimes by Day of Week



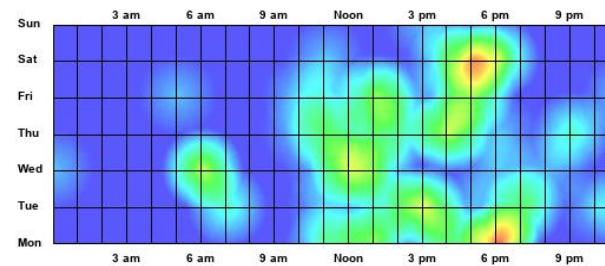
Traffic Accidents by Day of Week



Part 1 Crimes



Traffic Accident Highest Times



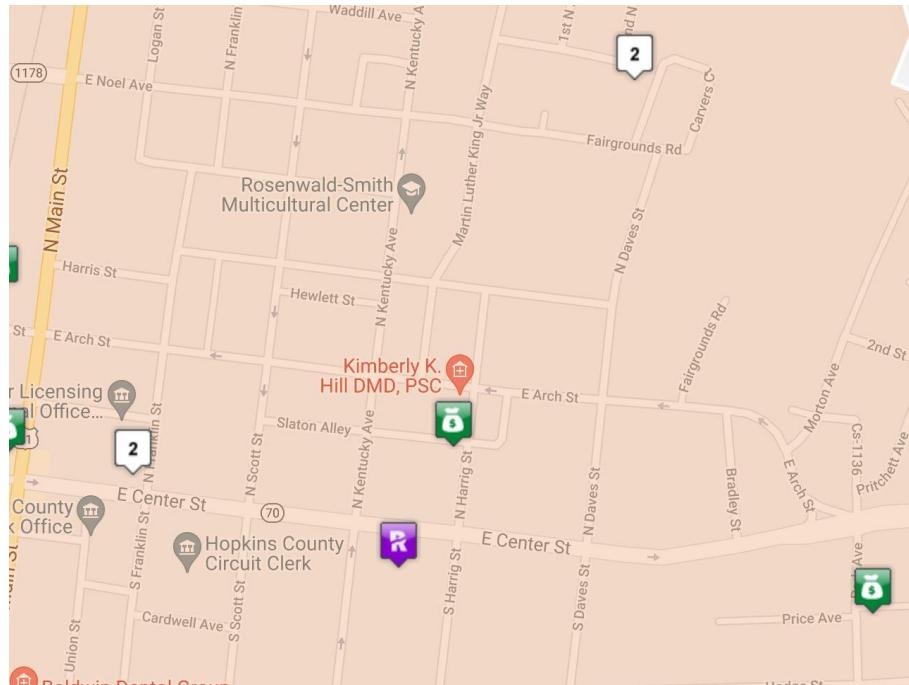


Madisonville Police Department Council Report August 2nd, 2021



7.A

Part 1 Crimes Highest Density



Communication: Police Department Report (Department Reports)

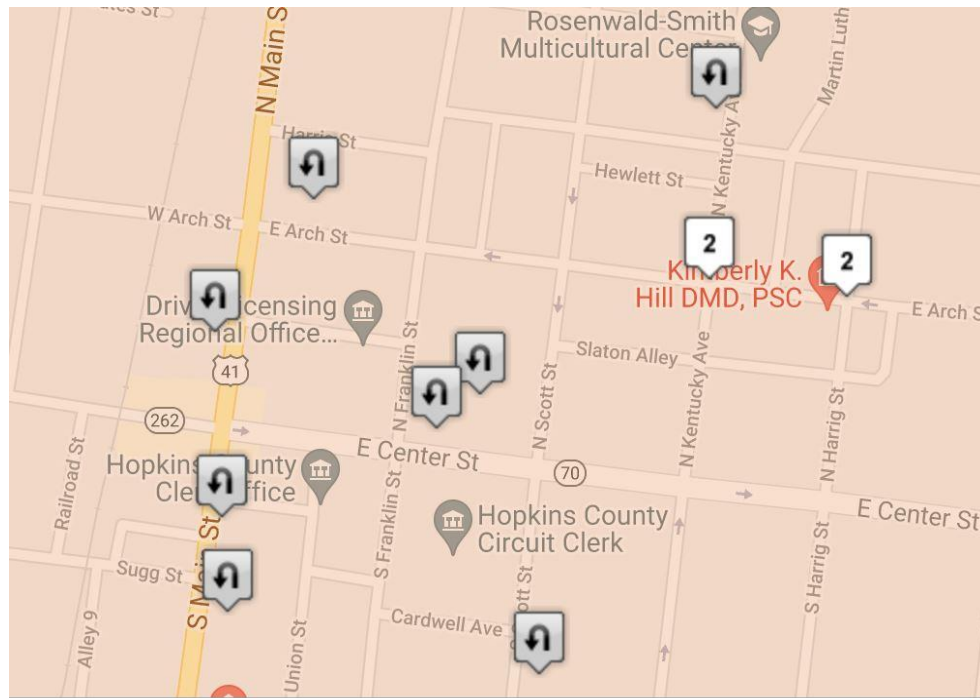


Madisonville Police Department Council Report August 2nd, 2021



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Traffic Accidents Highest Density



Communication: Police Department Report (Department Reports)



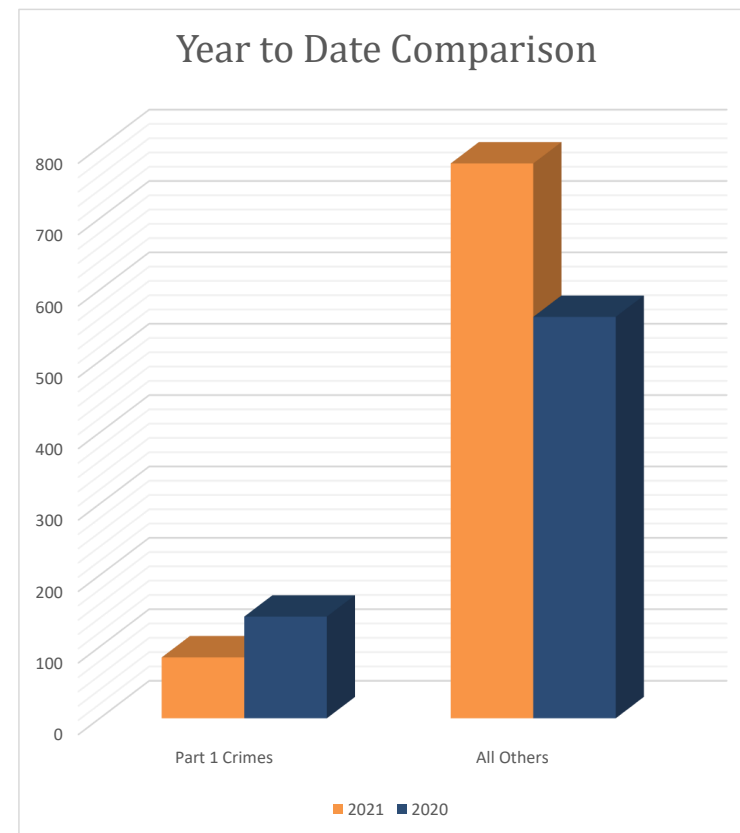
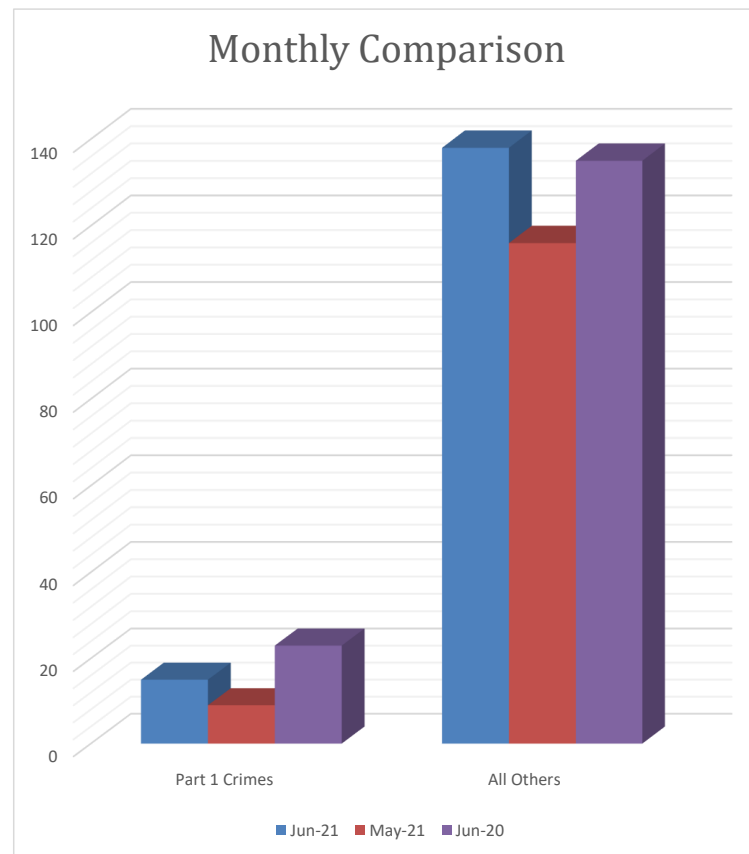
Madisonville Police Department Council Report August 2nd, 2021



7.A

Crime Statistics Comparison

	Jun-21	May-21	Difference	Jun-20	Difference	Calendar Year to Date		
Part 1 Crimes	15	9	67%	23	-35%	2021	2020	Difference
All Others	138	116	19%	135	2%	777	562	38%
Total	153	125	22%	158	-3%	862	704	22%



**CITY OF MADISONVILLE
RESOLUTION**

**AUTHORIZATION OF THE IMPLEMENTATION OF A PARTIAL TANK DRAIN
BACKWASH AERATION OPERATING SYSTEM AND MEMBRANE TRANE #4 WITH SUEZ
WATER TECHNOLOGIES THROUGH NON-COMPETITIVE NEGOTIATION**

WHEREAS, the water filtration plant employs membrane filters in the process of clean drinking water.

WHEREAS, there is a single source for the water filtration membranes within a reasonable geographical area;

WHEREAS, competition through competitive sealed bidding is not feasible;

WHEREAS, the anticipated costs the above items are included in the City's current budget.

NOW THEREFORE, BE IT RESOLVED, it is in the best interest of the city to attempt to acquire the water filtration implementing of a partial tank drain backwash aeration operating system and membranes from Suez through noncompetitive negotiations as provided in KRS 45A.380;

ADOPTED on this 2nd day of August, 2021.

ATTEST:



partial tank drain backwash aeration upgrade

to:	City of Madisonville, Kentucky referred to here as Madisonville or Buyer	date:	February 8, 2021
		no. of pages:	21 including cover
attention:	Alan Todd	email:	atodd@madisonvillegov.com
plant address:	850 Lake Pee Wee Road Madisonville, KY 42431 USA	telephone no.:	270 841 7739
from:	Craig Brown regional lifecycle manager southeastern USA	email: cell no.:	craig.brown@suez.com 678 687 3393
cc:	Sara Theodoulou		
subject:	implementation of partial tank drain backwash aeration operating mode	proposal no.:	338928-2
		original project no.:	500283
plant data:	Please provide corrections if inaccurate Madisonville Water Filtration Plant. Municipal drinking water using ZeeWeed 500D membranes – 6 trains total, each train with 3 x 44/64M cassettes of 440ft² DW membrane modules. Original substantial completion date: June 30, 2008.		

Attachment: Suez (1881 : Implementation of an operating system and membrane filtration through non competitive negotiations)



proposal provisos

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

confidential and proprietary information

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+100, ABMet, Absolute.Z, Absolute.Za, AccuSensor, AccuTrak, AccuTrak PLUS, ActNow, Acufeed, ALGAECAP, AmmCycle, Apogee, APPLICATIONS ATLAS, AquaFloc, AquaMax, Aquamite, Aquaplex, AquaSel, Aquatrex, Argo Analyzer, AutoSDI, BENCHMARK, Betz, BetzDearborn, BEV Rite, BioHealth, BioMate, BioPlus, BIOSCAN, Bio-Trol, Butaclean, Certified Plus, CheckPoint, ChemFeed, ChemSensor, ChemSure, CHEX, CleanBlade, CLOROMAT, CoalPlus, COMP-METER, COMP-RATE, COMS (Crude Overhead Monitoring System), Continuum, CopperTrol, CorrShield, CorTrol, Custom Clean, Custom Flo, Cyto3, DataGuard, DataPlus, DataPro, De:Odor, DELTAFLOW, DEOX, DeposiTrol, Desal, Dianodic, Dimetallic, Dispatch Restore, Durasan, DuraSlick, Durasolv, Duratherm, DusTreat, E-Cell, E-Cellerator, ELECTROMAT, Embreak, EndCor, EXACT, FACT-FINDER, Feedwater First, Ferrameen, Ferroquest, FilterMate, Fleet View, FloGard, Flotrex, Flotronics, FoamTrol, FoodPro, Fore4Sight, ForeSight, FRONTIER, FS CLEAN FLOW, FuelSolv, Full-Fit, G.T.M., GenGard, GEWaterSource, Glegg, Heat-Rate Pro, High Flow Z, HPC, HPD Process, HyperSpense, Hypure, Hytrex, InfoCalc, InfoScan, InfoTrac, InnovOx, InSight, IONICS, IONICS EDR 2020, IPER (Integrated Pump & Energy Recovery), iService, ISR (Integrated Solutions for Refining), JelCleen, KlarAid, Kleen, LayUp, Leak Trac, Leakwise, LEAPmbr, LEAPprimary, Learning Source, LOGIX, LoSALT, M-PAK, MACcarrier, Mace, Max-Amine, MegaFlo, Membrex, MemChem, Memtrex, MerCURxE, MetClear, MiniWizard, MK-3, MOBILEFLOW, MobileRO, Modular Pro, ModuleTrac, MonitAll, Monitor, Monitor Plus, Monsal, MP-MBR, MULTIFLOW, Muni.Z, NEWater, NGC (Next Generation Cassette), Novus, NTBC (Non Thermal Brine Concentrator), OptiGuard, OptiSpense, OptiTherm, Osmo, Osmo PRO, Osmo Titan, Osmonics, Pacesetter, PaceSetter, Petroflo, Petromeen, pHlimPLUS, PICOPORE, PlantGuard, PolyFloc, PowerTreat, Predator, PRO E-Cell, Pro Elite, ProCare, Procera, ProChem, Proof Not Promises, ProPAK, ProShield, ProSolv, ProSweet, Purtrex, QSO (Quality System Optimization), QuickShip, RCC, RE:Sep, Rec-Oil, Recurrent, RediFeed, ReNEW, Renewell, Return on Environment, RMS (Rackless Modular System), ROSave.Z, SalesEdge, ScaleTrol, SeaPAK, SeaPRO, SeaSMART, Seasoft, SeaTECH, Selex, Sensicore, Sentinel, Sepa, Sevenbore, Shield, SIDTECH, SIEVERS, SmartScan, SoliSep, SolSet, Solus, Spec-Aid, Spectrus, SPLASH, Steamate, SteriSafe, Styrex, SUCROSOFT, SUCROTEST, Super Westchar, SuperStar, TFM (Thin Film Membrane), Terminator, Thermoflo, Titan RO, TLC, Tonkaflo, Travelab, Trend, TruAir, TrueSense, TurboFlo, Turboline, Ultrafilic, UsedtoUseful, Vape-Sorber, VeriFeed, VersaFlo, Versamate, VICI (Virtual Intelligent Communication Interface), V-Star, WasteWizard, WATER FOR THE WORLD, Water Island, Water-Energy Nexus Game, WaterGenie, WaterNODE, WaterNOW, WaterPOINT, WellPro.Z, XPleat, YieldUp, Z-BOX, Z-MOD, Z-PAK, Z-POD, ZCore, ZeeBlok, ZeeLung, ZeeWeed, ZENON, and Z.Plex.



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1 introduction & scope – SUEZ

SUEZ Water Technologies & Solutions is pleased to present this proposal at the request of the City of Madisonville to provide a program upgrade to implement partial tank drain backwash aeration (PTD/BWA) operation at the Madisonville Water Filtration Plant (WFP).

Please see attachment b for additional information regarding PTD/BWA.

SUEZ's proposed solution includes the option to return to feed & bleed mode if desired. The system will need to be stopped and the tanks drained and refilled before starting up again in feed & bleed mode. The existing PLC may not have enough memory to store programming for both tank drain and feed & bleed operations. A PLC upgrade may be required and will be invoiced in addition to the total provided in the prices section – see section 3, controller memory for further details.

1.1 engineering study visit

Prior to commencing work on the controls upgrade, SUEZ will provide 1 field service representative (FSR) on-site for 3 x 8-hour days, and 40 hours of remote support to perform a production test with dead end filtration to confirm the viability of the proposed PTD/BWA operation mode.

The sections below detail the materials, off-site and on-site support that our preliminary analysis has determined are needed. Should the engineering visit and remote support determine any required changes to this planned scope, adjustments will be detailed, and final revised pricing will be provided to Madisonville.

1.2 off-site support

SUEZ will provide off-site support to perform the following activities:

- ☐ PLC/HMI programming for the PTD/BWA mode of operation, including updating of LRV;
- ☐ in-house testing of the PTD/BWA program;
- ☐ addendum to the O&M manual and controls documentation indicating the changes in the mode of operation;
- ☐ project management support during the upgrade.

1.3 service visit

SUEZ will provide 1 field service representative on-site for up to 80 hours (10 x 8-hour days) to implement and test the PTD/BWA program upgrade.

The schedule for this visit is to be determined in consultation with SUEZ after receipt of a purchase order.

duties

- ☐ SUEZ will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility



- ☐ SUEZ will maintain workers compensation and employers' liability coverage as per statutory requirements

reporting

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

SWTS would like to note that under the current exceptional circumstances under the COVID 19 Pandemic situation, SWTS may not be in a position to guarantee and comply with the planned schedule for project delivery or performance and that should there be any new measures taken by any governmental authority which may impede or delay the said schedule or performance, SWTS reserves the right to modify the schedule / contract accordingly. SWTS will promptly inform you of any changes which may impact the contract or the project

2 prices

item description	quantity	price
off-site support, project management, section 1.2	incl.	74,620
<u>on-site support:</u>		
-engineering visit – 3 x 8-hour days on-site, section 1.1	1	23,120
-service visit – 10 x 8-hour days on-site, section 1.3	1	
All figures are in USD. Please make purchase order to ZENON Environmental Corporation.	total price	97,740

invoicing schedule	approximate % of sub-total	invoice value, excluding tax
An invoice will be issued upon acceptance by SUEZ of customer purchase order. Approximate percent calculation based on the off-site labor sub-total of the purchase order. Continued support is contingent on receipt of this initial milestone payment.	30%	22,390
An invoice for the balance of the off-site labor sub-total will be issued on completion of the off-site support.	70%	52,230
A final invoice for the on-site support sub-total will be issued upon completion of on-site work.	100%	23,120
		97,740

3 solution design notes

regulatory requirements

Madisonville is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. SUEZ will provide the necessary manufacturer's technical support on regulatory issues. A provision is made in the price proposed for the cost of control code changes to update the LRV and achieve LT2 compliance when the plant is in PTD/BWA mode.

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

controller memory – During modification of the program to ensure dual mode operation, the controller memory may become completely used and Madisonville will need to move to a larger controller. This is outside the current scope of supply and would be charged as an extra cost on the project. As well, our records show that the controller is an L5X controller which is now end of life and has been replaced by the L7X series controller.

baffle plate – It is SUEZ's understanding that there are baffle plates installed in the membrane tank inlets which should be sufficient to dissipate the energy of a rapid tank refill after a tank drain. Once PTD/BWA operation has been implemented, Madisonville shall monitor the system for an increase in fiber breaks or permeate turbidity to determine if additional measures are needed to protect the membranes. Any modification to the membrane tanks required to ensure the safety of the membranes will be the responsibility of Madisonville.

flocculation HRT – The rapid tank fill step will draw water quickly from the flocculation tank upstream of the membranes. Madisonville is responsible for assessing the impact of the rapid tank fill step on the flocculation HRT and membrane tank feed system and implementing any required changes to the process stream.

air flows – The aeration rate during PTD/BWA mode is different from the existing feed and bleed mode. SUEZ's initial assessment shows that the existing blowers should be able to provide the required air flow at the current configuration (44 modules per cassette), blower resheaving (by others) will be required. However, blower capacity may not be enough if more membranes are added to the system.

proposed changes to the system

- ☐ **option 1** – is described in figure 1 of **Error! Reference source not found.**, basically connecting the CIP recirculation tank/drain pipe to the reject overflow pipe (by Others) with an automatic valve controlling the tank drain. Madisonville needs to confirm that there is enough space available for this connection.
- ☐ **option 2** – is described in figure 1 of **Error! Reference source not found.**. A tee and an automatic valve are to be added to the 6 inch overflow pipes (by Others) which will be used for draining along with the existing 4 inch bleed pipe. The tee and automatic valve arrangement will require about 12 inch clear space from the overflow pipe. Madisonville needs to confirm that this is possible.



With the above arrangements, if possible, there is no need to use drain/recirculation pump system for partial tank drain operation.

basic assumptions

SUEZ has made our preliminary calculations based on the assumptions detailed below. These assumptions will be verified following the engineering study visit and initial off-site support, and info on any required changes will be detailed and provided to Madisonville.

- ☐ time required to drain minimum 20% of the tank using either option 1 or 2 and bleed pipe = 1 minute
- ☐ time required to refill minimum 20% of the tank to refill = 35 seconds
- ☐ total time for one partial tank drain sequence = 3.45 minutes
- ☐ total downtime for maintenance clean = 30 minutes, to be performed daily
- ☐ total downtime for MIT = 30 minutes

drained water volume – The tank drain will result in a large volume of water to be drained by the overflow and bleed pipes draining to the reject/overflow pipe in a short period of time. Madisonville will be responsible for ensuring the reject holding tank (if any), and any other downstream operations after the membrane tanks, are capable of accepting this volume. As per SUEZ's preliminary estimation, there will be between 48 to 60 partial tank drains per train per day at about 2,200 gallons or more per drain.

flux and permeate pump – Some production time will be lost due to the tank drain process, and no provision for this was included in the original design. The instantaneous flux under PTD/BWA mode will be higher than the current rate under feed & bleed operation. Additional membrane modules for each train are necessary to compensate for this. A reliable estimate of this can be provided after the proposed changes are done.

Permeate pumps will need to run at a higher capacity in this case. This will need special attention at future design capacity of 10 MGD and when one train is offline but may not be a significant issue at current design capacity. SUEZ will provide a reliable estimate after the proposed changes are done.

recovery and intermittent backpulse – Due to operation at partial tank drain mode, recovery will be lower than currently observed (approximately 92%, to be determined after the proposed changes). Need for intermittent backpulse can be determined during the test.

maintenance clean – SUEZ recommends that a maintenance clean is performed daily for optimum membrane performance.

4 scope – Madisonville

please also see items under section 3 for consideration by Madisonville

duties

- ☐ Madisonville will grant SUEZ personnel full and immediate access to the equipment and will make chemicals, plus specialized chemical handling equipment, water, lighting and electrical service available.
- ☐ Madisonville will keep a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.
- ☐ Madisonville will arrange that plant personnel are available to collaborate with the SUEZ service representative for the full duration of the site visit.
- ☐ Madisonville will assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide.
- ☐ At the end of the site visits, prior to departure of the SUEZ service representative, Madisonville will sign a work order that describes the hours on site and tasks accomplished.

5 health & safety

Madisonville

- ☐ Madisonville will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. Madisonville will identify and inform Seller's personnel of any site-specific hazards present in the work place that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- ☐ Madisonville will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by Madisonville's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Madisonville will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- ☐ If any type of lifting devices will be used on site, Madisonville will provide proof of its maintenance, inspection and certification documentation upon request and will assist the SUEZ service representative to complete a safety inspection checklist.



Water Technologies & Solutions

- ☐ Where confined space entry may be required, Madisonville will provide early notice and will collaborate with SUEZ in planning adequate staffing and in advising the local fire/rescue department as required.
- ☐ No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, Madisonville will advise SUEZ of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to Madisonville at rates set out in the prevailing SUEZ labor rate sheet.
- ☐ Where certain short duration activities require two people for safety and the SUEZ Service representative is alone at site, Madisonville will cooperate as required to assure that correct safety precautions are taken.
- ☐ Madisonville is responsible for the following environmental provisions:
 - environmental use and discharge permits for all chemicals at Madisonville's facility either listed in this document or proposed for use at a later date;
 - any special permits required for Seller's or Madisonville's employees to perform work related to the water treatment system at the facility;
 - all site testing, including soil, ground and surface water, air emissions, etc.;
 - disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.
- ☐ Madisonville is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to Madisonville's own employees, including provision of:
 - eyewash and safety showers in the water treatment area;
 - chemical spill response;
 - security and fire protection systems per local codes;

SUEZ

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



6 terms and conditions of sale

a - specific terms and conditions of sale

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

1 legal entity for contracting

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

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

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

2 payment terms

On **approved credit**, payment terms are net 30 days from customer receipt of invoice. Please see the invoicing schedule in the price section.

3 proposal validity

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

4 bonds

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

5 flight booking

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

6 warranty on programming

SUEZ warrants that the PLC program will conform to the specifications in the relevant sections of the CLSC and OSC (revised for the project) and will be free from defects in workmanship when operated at all times in accordance with SUEZ's written instructions. If any defects are found and reported by Madisonville within a period not exceeding twelve (12) months beyond the completion of the site acceptance test, SUEZ will make modifications to the PLC code as deemed necessary. Any changes requested by Madisonville after this period will be at the customer's expense.

7 purchase order guidelines

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

- ☐ **documentation** – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to service.pocentral.wts@suez.com. If you are not able to provide a PO, please contact us for alternatives.
- ☐ **SUEZ legal entity** – Please be sure your purchase order is issued in the name of the specific SUEZ legal entity outlined in the quote. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. Please advise us if this SUEZ entity is not set up in your purchasing system as a vendor and you do have another SUEZ entity set up.
- ☐ **quotation number** – Please reference the quotation number in your PO.
- ☐ **product** – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.
- ☐ **taxes** – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.

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- ☐ **payment terms** – Please acknowledge the payment terms included with the quotation.
- ☐ **bill-to address** – Please include contact information for your accounts payable.
- ☐ **ship-to address** – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- ☐ **delivery date** – Please include your requested delivery date.

b – general terms and conditions of sale

SUEZ's standard terms and conditions apply. See attachment a.

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



7 signed agreement

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

offered by legal entity: ZENON Environmental Corporation, also known as SUEZ or Seller

accepted by legal entity: City of Madisonville, KY, also known as Madisonville or Buyer

authorized signature by: _____

title: _____

signature date: _____

signature: x _____

purchase order no: _____

Upon acceptance of this proposal, please forward the following either

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

1) this signature page completed

to:

2) a hard copy of your purchase order, and

3) any required tax exemption certificates

service.pocentral.wts@suez.com

or

SUEZ Water Technologies & Solutions

attention: Contracts Administrator

Please contact

service.pocentral.wts@suez.com

for correct address

or

fax no.: 905 465 3050

This agreement comes into force when SUEZ has issued a formal acceptance of Madisonville's Purchase order or formal acceptance of this Madisonville signed agreement.

doc. control: author: JE

filename: Madisonville 338928-2 tank drain aeration upgrade Feb-8 2021

last modified: 2/8/2021 1:14 PM technical review: YM/MSy (rev.0) ST (rev.1 & 2) commercial review: HCB (rev.0 & 1) JP/HCB (rev.2) DOA: Blkt



attachment a SUEZ standard terms and conditions

general terms and conditions of sale

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

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tank drain aeration upgrade for the Madisonville Water Filtration Plant
proposal number 338928 – revision #2 – February 8, 2021



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 Kentucky. 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 b tank drain/backwash aeration

Tank drain is an upgrade from the feed & bleed mode of operation, allowing you to save energy, reduce operating costs and increase membrane life.

what is tank drain mode?

Tank drain is an operating mode in which water is drained from the membrane tank at the end of each permeation cycle to de-concentrate solids and eliminate foulants

Back-pulses can occur periodically during the permeation cycle until a backwash-aeration step is initiated

During the backwash-aeration step the membrane tank is drained while the membranes are aerated

How will upgrading to tank drain with backwash-aeration help me?

Lower energy costs by up to 90% with a more efficient aeration strategy

Reduce operating and maintenance cost with less blower and cyclic valve use

Extend membrane life by decreasing the abrasive action of the suspended solids on the membrane surface and reducing aeration related wear

Improve LRV readings by reducing the concentration factor in the LRV formula

Improve cleaning as a more effective air scour results from the backwash-aeration and drain step

How is tank drain mode different from the feed & bleed & backwash overflow modes?

In feed & bleed mode, water is continuously bled from the system during the permeation cycle. The contents of the tank are never de-concentrated entirely. The membranes are aerated frequently during permeation and there is no backwash-aeration step.

In backwash overflow mode, the feed inlet valve is opened during the backwash step

allowing water and solids to overflow the top of the membrane tank. The membranes are being back-pulsed and aerated during this tank-overflow period.

Tank drain is now the standard operating mode.

Are there different types of tank drain mode?

Yes, the table below details the three types of tank drain mode:

	deposition	full tank drain	partial tank drain
length of permeate cycle	60 to 180 minutes	60 to 180 minutes	20 to 45 minutes
intermittent backpulses during permeation	no	yes	yes
% of tank drained during backwash	100%	100%	20 to 30%
backwash-aeration includes:			
15 second backpulse with aeration	yes	yes	yes
tank drain with aeration	yes	yes	yes
30 second additional tank bottom flush	no	yes	yes

Why is tank drain with backwash-aeration better than feed & bleed with cyclic aeration?

Tank drain mode uses less energy compared to feed & bleed, since the system aerates less per production cycle. The reduced use of aeration will also save money in maintenance and operating costs.

In tank drain mode, the accumulated solids are removed from the membrane tank allowing the system to operate at a lower average solids concentration. Combined with less aeration in each production cycle, the membranes experience less wear and tear in tank drain mode. Hence, membranes will last longer.



Water Technologies & Solutions

In tank drain mode, during the backwash aeration step, the water is drained while the tank is aerated. This gives the membranes a better clean because at the water-air interface zone air bubbles perform better scouring action. This allows you to aerate less without any negative impact to performance.

Tank drain mode improves the concentration factor (CF) used in the LRV calculation; this will improve your LRV readings. The lower is your CF, the better is your LRV. The table below shows the estimated CF for each operating mode and the difference compared to deposition.

operating mode	estimated CF value
deposition	1
full tank drain	2-5
partial tank drain	2-10
feed & bleed	10-20

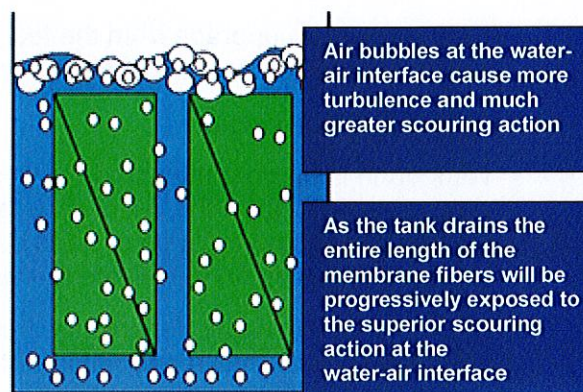
What is the difference between a back pulse, backwash and maintenance clean?

A back-pulse refers to reversing flow through the membranes

A backwash is a procedure that incorporates a back-pulse, tank drain and aeration

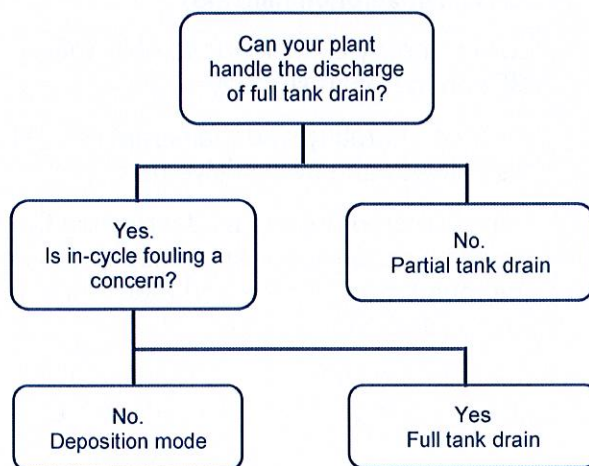
Maintenance clean is a procedure that incorporates a backwash with cleaning chemicals

How does aerating while draining the tank provide a better clean?



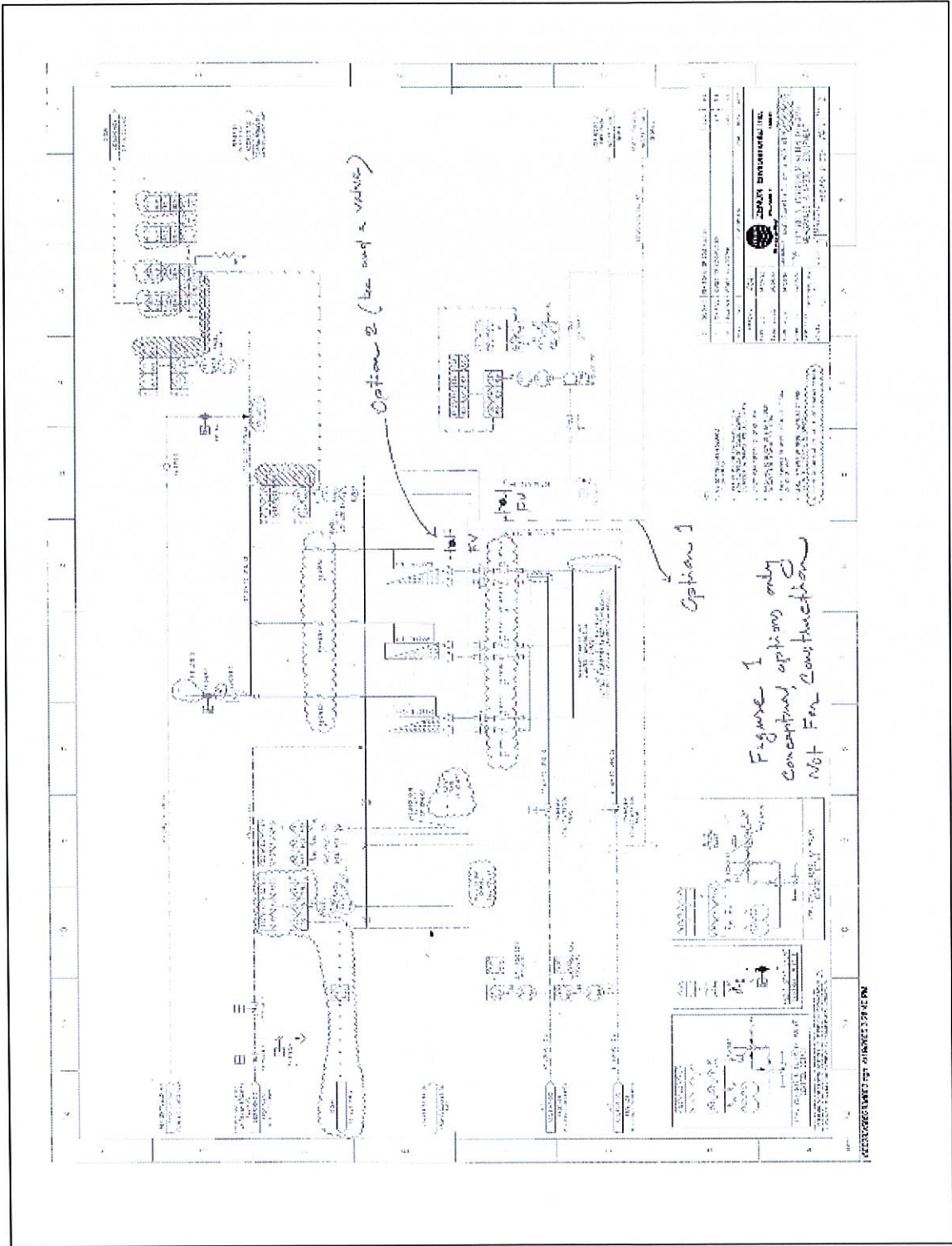
What tank drain mode is best for my plant?

Use the decision tree below to get started





attachment c proposed modifications



Attachment: Suez (1881 : Implementation of an operating system and membrane filtration through non competitive negotiations)



membrane replacement

to:	City of Madisonville, KY, referred to here as Madisonville or Buyer	date:	February 5, 2021
		no. of pages:	27 including cover
attention:	Alan Todd	email:	atodd@madisonvillegov.com
plant address:	850 Lake Pee Wee Road Madisonville Kentucky 42431, USA	telephone no.:	270 841 7739
from:	Craig Brown regional lifecycle manager southeastern USA	email:	craig.brown@suez.com
subject:	membrane replacement: materials, off-site and on-site support with optional cassette refurbishment	proposal no.:	441181
		original project no.:	500283
plant data:	Please provide corrections if inaccurate Madisonville Water Filtration Plant. Municipal drinking water using ZeeWeed 500D membranes – 6 trains total, each train with 3 x 44/64M cassettes of 440ft ² DW membrane modules. Original substantial completion date: June 30, 2008.		



proposal provisos

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

confidential and proprietary information

The enclosed materials are considered proprietary property of SUEZ Water Technologies & Solutions (SUEZ). No assignments, either implied or expressed, of intellectual property rights, data, know how, trade secrets or licenses of use thereof are given. All information is provided exclusively to the addressee and agents of the addressee for the purposes of evaluation and is not to be reproduced or divulged to other parties, nor used for manufacture or other means, without the express written consent of SUEZ. The acceptance of this document will be construed as an acceptance of the foregoing.

trademarks

The following are trademarks of SUEZ Water Technologies & Solutions and may be registered in one or more countries:

+100, ABMet, Absolute.Z, Absolute.Za, AccuSensor, AccuTrak, AccuTrak PLUS, ActNow, Acufeed, ALGAECAP, AmmCycle, Apogee, APPLICATIONS ATLAS, AquaFloc, AquaMax, Aquamite, Aquaplex, AquaSel, Aquatrex, Argo Analyzer, AutoSDI, BENCHMARK, Betz, BetzDearborn, BEV Rite, BioHealth, BioMate, BioPlus, BIOSCAN, Bio-Trol, Butaclean, Certified Plus, CheckPoint, ChemFeed, ChemSensor, ChemSure, CHEX, CleanBlade, CLOROMAT, CoalPlus, COMP-METER, COMP-RATE, COMS (Crude Overhead Monitoring System), Continuum, CopperTrol, CorrShield, CorTrol, Custom Clean, Custom Flo, Cyto3, DataGuard, DataPlus, DataPro, De:Odor, DELTAFLOW, DEOX, DeposiTrol, Desal, Dianodic, Dimetallic, Dispatch Restore, Durasan, DuraSlick, Durasolv, Duratherm, Dustreat, E-Cell, E-Cellerator, ELECTROMAT, Embreak, EndCor, EXACT, FACT-FINDER, Feedwater First, Ferrameen, Ferroquest, FilterMate, Fleet View, FloGard, Flotrex, Flotronics, FoamTrol, FoodPro, Fore4Sight, ForeSight, FRONTIER, FS CLEAN FLOW, FuelSolv, Full-Fit, G.T.M., GenGard, GEWaterSource, Glegg, Heat-Rate Pro, High Flow Z, HPC, HPD Process, HyperSpense, Hypure, Hytrex, InfoCalc, InfoScan, InfoTrac, InnovOx, InSight, IONICS, IONICS EDR 2020, IPER (Integrated Pump & Energy Recovery), iService, ISR (Integrated Solutions for Refining), JelClear, KlarAid, Kleen, LayUp, Leak Trac, Leakwise, LEAPmbr, LEAPprimary, Learning Source, LOGIX, LoSALT, M-PAK, MACarrier, Mace, Max-Amine, MegaFlo, Membrex, MemChem, Memtrex, MerCURxE, MetClear, MiniWizard, MK-3, MOBILEFLOW, MobileRO, Modular Pro, ModuleTrac, MonitAll, Monitor, Monitor Plus, Monsal, MP-MBR, MULTIFLOW, Muni.Z, NEWater, NGC (Next Generation Cassette), Novus, NTBC (Non Thermal Brine Concentrator), OptiGuard, OptiSpense, OptiTherm, Osmo, Osmo PRO, Osmo Titan, Osmonics, Pacesetter, PaceSetter, Petroflo, Petromeen, pHlimPLUS, PICOPORE, PlantGuard, PolyFloc, PowerTreat, Predator, PRO E-Cell, Pro Elite, ProCare, Procera, ProChem, Proof Not Promises, ProPAK, ProShield, ProSolv, ProSweet, Purtrex, QSO (Quality System Optimization), QuickShip, RCC, RE:Sep, Rec-Oil, Recurrent, RediFeed, ReNEW, Renewell, Return on Environment, RMS (Rackless Modular System), ROSave.Z, SalesEdge, ScaleTrol, SeaPAK, SeaPRO, SeaSMART, Seasoft, SeaTECH, Selex, Senciscore, Sentinel, Sepa, Sevenbore, Shield, SIDTECH, SIEVERS, SmartScan, SoliSep, SolSet, Solus, Spec-Aid, Spectrus, SPLASH, Steamate, SteriSafe, Styrex, SUCROSOFT, SUCROTEST, Super Westchar, SuperStar, TFM (Thin Film Membrane), Terminator, Thermoflo, Titan RO, TLC, Tonkaflo, TravelLab, Trend, TruAir, TrueSense, TurboFlo, Turboline, Ultrafilic, UsedtoUseful, Vape-Sorber, VeriFeed, VersaFlo, Versamate, VICI (Virtual Intelligent Communication Interface), V-Star, WasteWizard, WATER FOR THE WORLD, Water Island, Water-Energy Nexus Game, WaterGenie, WaterNODE, WaterNOW, WaterPOINT, WellPro.Z, XPleat, YieldUp, Z-BOX, Z-MOD, Z-PAK, Z-POD, ZCore, ZeeBlok, ZeeLung, ZeeWeed, ZENON, and Z.Plex.



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1 introduction

SUEZ Water Technologies & Solutions is pleased to present this proposal at the request of the City of Madisonville, KY for drinking water membrane replacement at the Madisonville Water Filtration Plant (WFP) for a single train. Optional pricing for cassette refurbishment is also included with this offer.

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

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

SWTS would like to note that under the current exceptional circumstances under the COVID 19 Pandemic situation, SWTS may not be in a position to guarantee and comply with the planned schedule for project delivery or performance and that should there be any new measures taken by any governmental authority which may impede or delay the said schedule or performance, SWTS reserves the right to modify the schedule / contract accordingly. SWTS will promptly inform you of any changes which may impact the contract or the project.



2 SUEZ scope & price

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

item description	part #	quantity	price
ZW500D 440ft ² DW modules, section 3.1	3035116	132	209,050
2-year full replacement membrane warranty, section 9		incl.	
cassette hardware, section 3.2		lot	
off-site support, project management, section Error! Reference source not found.		incl.	
freight, DDP project site, section 5	3095534	incl.	
material, in-house labor, freight		sub-total	209,050
on-site support, 1 x SUEZ FSR – 4 x 10-hour days on-site plus travel & living, section 4.2	135491		9,100
on-site support		sub-total	9,100
All figures are in USD. Please make purchase order to ZENON Environmental Corporation.		total price	218,150
optional – cassette refurbishment – includes additional time on-site, section 3.3			25,210
grand total – 1-train replacement + cassette refurbishment			243,360

invoicing schedule	approx % of sub-total	invoice value, excluding tax	
		1-train replacement	1-train replacement + cassette refurb
An invoice will be issued upon acceptance by SUEZ of purchase order. Approximate percent calculation based on the material, in-house labor, freight sub-total of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	62,715	69,752
An invoice for the balance of the material, in-house labor, freight sub-total will be issued when membrane module shipping documents are supplied to the carrier.	70%	146,335	162,758
A final invoice for the on-site support sub-total will be issued upon completion of installation.	100%	9,100	10,850
		218,150	243,360



contractual basis for membrane replacement prices

GMRP – The base price of replacement ZW500D 340ft² membrane modules for this project is USD\$625 per module.

SUEZ has guaranteed this price for 20 years subject to adjustment for inflation (CPI All Urban Consumers according to US Bureau of Labor Statistics) or a maximum equivalent price per gallon of treatment capacity in the event that the module area/permeability etc. changes such that the same amount of feed water can be treated with fewer modules of the next generation design.

GMRP price escalation - calculation of the CPI begins on August 24, 2004 (Madisonville PO date) and will expire at the end of business on August 23, 2024.

505-03-02 (2/04)	
IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. An additional copy shall be signed for the ENGINEER'S records. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.	
This Agreement will be effective on <u>August 24, 2004</u> .	
Buyer: <u>City of Madisonville, Kentucky</u>	Seller: <u>Zenon Environmental Corp.</u>
By: <u>[Signature]</u> [Corporate Seal]	By: <u>[Signature]</u> [Corporate Seal]
Attest: <u>[Signature]</u>	Attest: <u>[Signature]</u>
Address for giving notice: <u>37 East Center Street</u> <u>Madisonville, Kentucky 42431</u>	Address for giving notice: <u>3239 Dundas Street West</u> <u>Oakville, ON L6M4B2</u>
City of Madisonville, Madisonville Water Treatment Plant Proposal for a ZeeWeed® Membrane Filtration System	
5.4 Membrane Module Replacement Price The price of replacement membrane modules for this project is <u>US\$625.00</u> per module. ZENON will guarantee this price for 20 years subject to adjustment for inflation according to the North American Consumer Price Index (the CPI as reported by the US Bureau of Labor Statistics) or a maximum equivalent price per gallon of treatment capacity in the event that the module area/permeability etc. changes such that the same amount of feed water can be treated with fewer modules of the next generation design.	

Membrane replacement prices are quoted FCA, Oroszlány, Hungary, with packaging, freight, and taxes extra as the cost of shipping and packaging the membranes to site depends on the quantity per shipment. Membrane replacement prices are quoted without taxes.



non-warranty adjusted membrane replacement price to February 2021	
contractually guaranteed membrane replacement price	625.00
initial CPI value from August 24, 2004	189.50
current inflation index value – forecast to February, 2021	261.16
inflation index factor	37.82%
surface area adjustment factor (340ft ² vs 440ft ²)	29.41%
adjusted membrane replacement price for this proposal – USD\$	1,114.69

To benefit from guaranteed membrane replacement pricing (GMRP) within the contracted time limits, Madisonville must submit a PO and accept membrane delivery with a typical 20-week lead time and must fulfill these two conditions prior to the GMRP expiry date.

3 material description

3.1 membranes

Supply 132 new ZW500D 440ft² DW membranes.

3.2 cassette hardware

SUEZ will provide the following cassette hardware:

- ☐ 3 x blank module header sets – wider header 440;
- ☐ 40 x spare #118 EPDM permeate spigot o-rings;
- ☐ 10 x spare ZW500D element end cap keys;
- ☐ 1 x fiber repair kit;
- ☐ 2 x DOW 111 o-ring lubricant.

3.3 optional – cassette refurbishment

SUEZ will supply components for refurbishment of 3 x existing ZW500D 44/64M cassettes.

Cassette refurbishment service allows you to fully recondition your cassettes at less cost than purchasing news cassettes. Cassettes will be refurbished at the Madisonville facility. Cassette refurbishment includes the following:

- ☐ removal of all existing plastic parts and associated hardware;
- ☐ installation of all new, current design parts (module mountings, securing mechanisms), and all associated hardware – if recommended by SUEZ at time of replacement;
- ☐ on-site cassette refurbishment service by trained SUEZ field service representatives, details provided in section 4.2.



4 SUEZ support

4.1 off-site support

documentation

The base level of documentation updates will include:

- ☐ programmer's table of code changes (change description recorded by tag with one distinct marker bit per change)
- ☐ field/hand markups of relevant electrical and P&ID drawings.

These updates should be filed in the O&M manual as interim documentation.

Due to the very high cost of comprehensive updating of plant documentation with each system upgrade, SUEZ recommends planning a complete documentation update every 1-4 years to coincide with a selected system upgrade.

SUEZ will be pleased to develop a documentation update price quotation on request which may include some or all of the following scope according to its relevance:

- ☐ **O&M manual** - Provide a fully updated version of the operation & maintenance manual that indicates the changes made with this membrane replacement.
- ☐ **P&IDs** - Update the process (piping) & instrumentation drawings and reissue electronically.
- ☐ **electrical drawings** – Update the electrical drawings and reissue electronically.
- ☐ **controls documents** – Update control narrative (CN), controls logic sequence chart (CLSC, also known as CSC) and the operation sequence chart (OSC)

project management

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

4.2 on-site technical advisory services

The proposal includes a provision for technical advisory services during installation and commissioning process to Madisonville's staff as outlined in section 2. SUEZ strongly recommends that Madisonville consider having at least one experienced person on site during this period.

Installation and commissioning of membranes will be executed one train at a time to minimize down-time and to return each train to beneficial use in a timely manner.

The following activities will be completed jointly by SUEZ personnel and plant staff:

- ☐ remove existing membranes/cassettes;
- ☐ install cassette refurbishment components if this option is taken;
- ☐ install the new membrane modules/cassettes;
- ☐ upload required revisions to the PLC program with adjusted set-points;



- ❑ perform bubble test where applicable to test membrane integrity and review trans membrane pressure (TMP) on the installed membranes and compare to expected values for new membranes.

operating responsibility - Madisonville retains control of the work site and retains final responsibility for the installation and commissioning process.

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

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

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

SUEZ duties for on-site services

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

5 delivery

- ❑ **packaging** - individually bagged, boxed and crated, ready for ocean shipment.
- ❑ **DDP** - Delivery will be by standard ocean/ground on the basis of DDP Madisonville WFP, or other named place of destination; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, Madisonville shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, SUEZ will strive to provide these items on or before the delivery of the membranes.
- ❑ **origin** - Delivery of ZeeWeed membranes originates from the SUEZ Water Technologies & Solutions, ZENON Membrane Products (ZEM), Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility.
- ❑ **title & risk** - Title and risk of loss or damage to membrane modules and crating shall pass to Madisonville upon delivery at the named place of destination.
- ❑ **export documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. SUEZ will prepare and provide the required EPA documentation to the Carrier.
- ❑ **MPF** - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by SUEZ within the quoted price.
- ❑ **duty** - A US Customs duty of 3.9% applies to all ZeeWeed membranes shipped individually or in shipping frames; not in operational cassette frames. On the basis of DDP terms, this duty will be paid by SUEZ within the quoted price. Any new duty imposed after the date of this proposal is the responsibility of Madisonville.
- ❑ **taxes** - All applicable local, state, or federal taxes are the responsibility of Madisonville.
- ❑ **temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by SUEZ.
- ❑ **unloading** - may require one of or a combination of a loading dock, extended forks and an experienced fork lift driver at delivery destination. Please consult with SUEZ at the time of purchase order (PO) preparation on this.

shipping crate information (estimated)



qty	description	dimensions (in)	weight (lb)
8	ZW500D 16-module crate	L=93 x W=76 x H=52	1,500
1	ZW500D 4-module crate	L=93 x W=38 x H=28	600

Notes:

- Only crates for membrane/cassette transport have been shown above to identify the largest and heaviest items that will need to be unloaded;
- Smaller crates/skids will be used for hardware items (cassette refurbishment components, etc.).

- ❑ **availability** - Delivery of membrane modules and cassette refurbishment components is typically 10 - 20 weeks after receipt of order. Definitive membrane module and cassette refurbishment component availability will be confirmed once a purchase order is received from Madisonville and acknowledgement of a purchase order is issued by SUEZ.

6 scope – Madisonville

6.1 installation preparation

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

6.2 installation

- ❑ Provide at least 1 plant staff person to work continuously with the SUEZ service representative during installation and commissioning of the modules for the full duration of the site visit.



- ❑ Madisonville will afford Seller's personnel free access and egress of the facility for all authorized work. Madisonville will provide reasonable access to workshop facilities with standard workshop tools and equipment as is necessary to meet any repair and maintenance requirements of the system during installation.
- ❑ Provide adequate illumination and emergency lighting for all areas in which the Seller will be executing the scope of supply. Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/fax/modem access while Seller's staff members are on-site.
- ❑ Provide assistance to remove cassettes from the system as required.
- ❑ Provide assistance to clean each cassette as it is removed from the system.
- ❑ Provide assistance to install cassette refurbishment components if this option is taken.
- ❑ Provide assistance to place new modules into each cassette.
- ❑ Provide assistance to return the cassettes to the system.
- ❑ Dispose of membrane module preservative as well as all retired membrane modules and cassette components.
- ❑ Dispose of shipping and packaging materials unless specifically requested not to do so by SUEZ.

7 solution design notes

7.1 permits

regulatory requirements

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

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

utilization

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

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



production interruption

During installation of the ZeeWeed cassettes, trains will be shut down which will affect Madisonville treatment capacity. After the purchase order is acknowledged, SUEZ's project manager for the installation will consult with Madisonville to jointly develop the installation plan and work schedule with due regard for membrane delivery to the plant and plant preparation.

7.2 maintenance notes for replacement membranes

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

preferential flow

Preferential flows can create a risk of over-fluxing of new modules when they are installed in the same train with older modules. The mixing of old and new modules in the same cassette also makes management of slack adjustment more difficult. SUEZ recommends that Madisonville plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new membrane modules. In this case, by replacing all membrane modules on a per train basis, this risk has been neutralized.

membrane slack

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

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

maximum operating temperature	recommended slack inspection frequency
0-24 °C / 32-76 °F	every 2 years
25-30 °C / 77-86 °F	once per year
>30 °C / > 86 °F	twice per year

membrane repairs

All new modules are factory tested at our manufacturing facilities and are in good working order as they are packaged and crated for shipment. On occasion, a limited number of modules arriving at site may require repairs due to uncontrollable factors during shipping and receiving, in particular with multi-modal shipments. This membrane replacement proposal includes a provision for one fiber repair kit for drinking water modules and 3 blank



header sets for use as membrane substitutes, allowing the cassette to be placed back in operation as modules are repaired.

7.3 technical

hoses & fittings

SUEZ has assumed for this proposal that the current aeration and permeate cassette connections for the ZW500D cassettes do not need replacing at this time. If this is not so, please advise SUEZ and request that they be added to this proposal.

pre-screen

To ensure effective operation and to maximize membrane life, SUEZ recommends operation of a pre-treatment screen, upstream of the pretreatment process, with mesh or punched-hole openings less than or equal to 0.5 mm and with no possibility of bypass or carryover. All processes after this screening must be covered and protected from outside elements such that no leaves, twigs or any foreign material can enter the membrane tank.

8 health & safety

Madisonville

- ☐ Madisonville will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. Madisonville will identify and inform Seller's personnel of any site-specific hazards present in the work place that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- ☐ Madisonville will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by Madisonville's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Madisonville will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- ☐ If any type of lifting devices will be used on site, Madisonville will provide proof of its maintenance, inspection and certification documentation upon request and will assist the SUEZ service representative to complete a safety inspection checklist.
- ☐ Where confined space entry may be required, Madisonville will provide early notice and will collaborate with SUEZ in planning adequate staffing and in advising the local fire/rescue department as required.
- ☐ No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, Madisonville will advise SUEZ of any pre-job or pre-mobilization requirements. Where these



requirements exceed 1 hour, this time will be charged to Madisonville at rates set out in the prevailing SUEZ labor rate sheet.

- ❑ Where certain short duration activities require two people for safety and the SUEZ Service representative is alone at site, Madisonville will cooperate as required to assure that correct safety precautions are taken.
- ❑ Madisonville is responsible for the following environmental provisions:
 - environmental use and discharge permits for all chemicals at Madisonville's facility either listed in this document or proposed for use at a later date;
 - any special permits required for Seller's or Madisonville's employees to perform work related to the water treatment system at the facility;
 - all site testing, including soil, ground and surface water, air emissions, etc.;
 - disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.
- ❑ Madisonville is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to Madisonville's own employees, including provision of:
 - eyewash and safety showers in the water treatment area;
 - chemical spill response;
 - security and fire protection systems per local codes;

SUEZ

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

9 ZeeWeed Membrane Module Standard Warranty

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

1 Definitions

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

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

2 Warranty Product

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

3 Scope of Warranty

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

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

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

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

4 Warranty Start Date

Membrane warranty will start on the earlier of:

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

5 Warranty Duration

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

6 Notification Of Claim

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

Buyer shall provide the following information:

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



- d. Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

7 Verification of Claim

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

8 Satisfaction of Claims

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

9 Operating Information

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

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane module map containing the history of activity by membrane module and the serial number for each module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

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

10 Limitation of Warranties

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

- a. A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.
- b. Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and storage requirements. ZeeWeed membrane modules may be stored up to 12 months from date of receipt and must be transported and stored in original intact packaging out of direct sunlight in ambient temperatures between 5-35 Degrees Celsius. Storage beyond 12 months from date of receipt requires a written request to SUEZ 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 SUEZ standard labor rates.

12 Disclaimer and Limitation on Liability

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



10 terms and conditions of sale

a - specific terms and conditions of sale

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

1 legal entity for contracting

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

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

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

2 payment terms

On approved credit, payment terms are net 30 days from customer receipt of invoice. Please see the invoicing schedule in the price section.

3 proposal validity

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

4 bonds

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

5 assignment of membrane warranty

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

6 flight booking

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

7 purchase order guidelines

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

- ☐ **documentation** – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to service.pocentral.wts@suez.com. If you are not able to provide a PO, please contact us for alternatives.
- ☐ **SUEZ legal entity** – Please be sure your purchase order is issued in the name of the specific SUEZ legal entity outlined in the quote. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. Please advise us if this SUEZ entity is not set up in your purchasing system as a vendor and you do have another SUEZ entity set up.
- ☐ **quotation number** – Please reference the quotation number in your PO.
- ☐ **product** – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.
- ☐ **taxes** – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.

SUEZ confidential and proprietary information
 membrane replacement for the Madisonville Water Filtration Plant
 proposal number 441181 – revision #0 – February 5, 2021



- ❑ **payment terms** – Please acknowledge the payment terms included with the quotation.
- ❑ **bill-to address** – Please include contact information for your accounts payable.
- ❑ **ship-to address** – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- ❑ **delivery date** – Please include your requested delivery date.

b – general terms and conditions of sale

SUEZ's standard terms and conditions apply. See attachment a.

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



11 signed agreement

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

offered by legal entity: ZENON Environmental Corporation, also known as SUEZ or Seller

accepted by legal entity: City of Madisonville, KY, also known as Madisonville or Buyer

authorized signature by: _____

title: _____

signature date: _____

signature: x _____

purchase order no: _____

Upon acceptance of this proposal, please forward the following either

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

1) this signature page completed to:

2) a hard copy of your purchase order, and

3) any required tax exemption certificates

service.pocentral.wts@suez.com

or

SUEZ Water Technologies & Solutions

attention: Contracts Administrator

Please contact

service.pocentral.wts@suez.com

for correct address

or

fax no.: 905 465 3050

This agreement comes into force when SUEZ has issued a formal acceptance of Madisonville's Purchase order or formal acceptance of this Madisonville signed agreement.

doc. control: author: JE
last modified: 2/5/2021 4:35 PM

filename: Madisonville 441181 replacement & optional refurb Feb-5 2021
technical review: JP commercial review: JP/HCB DOA: GMRP



attachment a SUEZ standard terms and conditions

general terms and conditions of sale

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

SUEZ confidential and proprietary information

membrane replacement for the Madisonville Water Filtration Plant

proposal number 441181 – revision #0 – February 5, 2021



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 Kentucky. 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.



Water Technologies & Solutions

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.

**CITY OF MADISONVILLE
RESOLUTION**

**RESOLUTION TO AUTHORIZE MAYOR KEVIN COTTON TO EXECUTE DEEDS FOR
MIDTOWN BOULEVARD EXTENSION**

BE IT RESOLVED, by the members of the **City of Madisonville, Kentucky**, a municipal corporation that Kevin Cotton, Mayor, be and is empowered to take any and all necessary and appropriate action, including, but not limited to the execution and delivery from and on behalf of said municipal corporation of any necessary deed to transfer and convey unto the City of Madisonville, Kentucky, that certain property located in Hopkins County and owned by said municipal corporation which is required by the City of Madisonville, Kentucky and the Commonwealth of Kentucky for Midtown Boulevard Extension, a connection of Center Street and Island Ford Road Connector, Project No. 137MFD52 054 8999302D: STP 3009 (013), Item No. 2-804.20; hereby certify that this Deed of Conveyance as set forth herein above for the property hereby conveyed is being donated by Grantor for the purpose of highway improvement; hereby certify that the real property conveyed herein is estimated to have a fair cash value of \$9,800.00.

CERTIFICATE

I, _____ member of the City Council of the **CITY OF MADISONVILLE, KENTUCKY**, do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the CITY COUNCIL at a meeting this the ____ day of _____, 2021 at which meeting of said members all members were present and voted in favor of said Resolution, and that said Resolution has not been rescinded or amended and remains in full force and effect.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this ____ day of _____, 2021.

COMMONWEALTH OF KENTUCKY
COUNTY OF HOPKINS

The foregoing Certificate was acknowledged before me by _____,
Member of the City Council, City of Madisonville, Kentucky for and on half of the CITY OF
MADISONVILLE, KENTUCKY, this the ____ day of _____, 2021

Notary Public, State at Large, KY
My Commission Expires: _____
Notary ID Number: _____

ADOPTED on this 2nd day of August, 2021.

ATTEST:

		KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY AND UTILITIES		TC 62-235 Rev. 04/11 Page 1 of 2
		MEMORANDUM OF UNDERSTANDING		
COUNTY	ITEM NO.	PARCEL	NAME	
Hopkins	2-804.20-SYP	5	City of Madisonville, Kentucky et al	
PROJECT NO.	FEDERAL NUMBER	PROJECT		
137M FD52 054 8999302D	STP 3009013	SECTION 2 OF MIDTOWN BLVD- CONNECTOR ROUTE BETWEEN KY 70 (CENTER ST) TO KY 281 (ISLAND FORD RD) BEGINNING AT THE END OF SECTION 1 PROJECT, INCLUDING AT-GRADE CROSSING OF CSX TRACK, RECONSTRUCTION OF NORTH PORTION WHITTINGTON DR & INTERSECTION WITH KY 281		

Property Owners: City of Madisonville, Kentucky , Hopkins County, Kentucky

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a Deed of Conveyance, Deed of Easement, or Grant of Easement dated .

The related deed conveys the following interests and amounts of real property as shown on the official plans:

Permanent Easement	7,571.00	Sq. Feet
Temporary Easement	22,220.00	Sq. Feet

The total consideration to be paid for the property conveyed is \$0.00

This consideration includes payment for any and all reacquisition or reversion rights of the property owners or their heirs or assigns, which may arise pursuant to KRS 416.670.

- ☐ This is a total acquisition.
- ☒ This is a partial acquisition. The remaining property will have the following access to the proposed highway improvement:
- ☒ Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owners (proposed highway access is by permit).
- ☐ Access at designated points as shown on the plans (proposed highway access is limited).
- ☐ No access (proposed highway access is fully controlled).
- ☐ The remaining property will be landlocked by this acquisition.
- ☒ No improvements are being acquired.
- ☐ Improvements are being acquired. The disposition of the acquired improvements will be as follows:
- ☐ The Cabinet receives titles to the improvements.
- ☐ The Cabinet receives titles to the improvements, but for the salvage value of _____ the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Property Owners regain the titles. Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners' being authorized to start the removal.

SIGNS

- ☒ No sign is being acquired.
- ☐ One or more signs are being acquired.
- ☐ The Cabinet receives and retains title to each sign.
- ☐ The Cabinet receives title to each sign, but for the salvage value of _____ the Property Owners agree to remove the same from the right of way by _____ or forfeit both the recovery of each sign and the salvage value paid.

The Property Owners understand that they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance. The Property Owners further understand that before being required to vacate or move personal property, they will be given a 30-day written notice that will specify the date they must be completely clear of the improvement.

The Property Owners will assist in obtaining necessary releases of all mortgages, liens, or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the Cabinet receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes. Also, they will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the Cabinet and, upon submission of properly supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and properly supported for payment.



KENTUCKY TRANSPORTATION CABINET
 Department of Highways
 DIVISION OF RIGHT OF WAY AND UTILITIES
MEMORANDUM OF UNDERSTANDING

TC 62-235
 Rev. 04/11
 Page 2 of 2

Unless otherwise stated, Property Owners state that no drainage outlets such as pipes, sump pump outlets, gutter downspouts, or septic system drainage of any kind, currently extend onto the existing right of way.

In addition, the parties agree as follows:

Midtown Boulevard is a city owned street and access will be reviewed and granted by the City of Madisonville.

As owners of the property to be conveyed, we request payment be made as follows:

City of Madisonville, Kentucky	67 N. Main Street, Madisonville KY 42431, United States		\$0.00	270-824-2100
Hopkins County, Kentucky	56 North Main Street, Madisonville KY 42431, United States		\$0.00	270-821-8294

Note: Attach additional pages, as needed.

The Property Owners acknowledge that if the agreed consideration for this transaction was negotiated based upon a waiver valuation/Minor Acquisition Review (MAR) amount of at least \$10,000.00 but not more than \$25,000.00, the Property Owners were offered the option of having the Cabinet obtain an appraisal of the property and have hereby waived that option.

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, Deed of Easement, or Grant of Easement, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion, threats, or other promises by either party.

By their signatures on this document, the agents representing the Transportation Cabinet certify that they have no direct, indirect, present, or contemplated future interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed

Signature of Agents for Transportation Cabinet _____

Signatures of Property Owners	
Printed Name	Signature
Jack Whitfield, Judge Executive	
Kevin Cotton, Mayor	

Note: Attach additional pages, as needed.

RESOLUTION

BE IT RESOLVED by the members of CITY OF MADISONVILLE, KENTUCKY, a municipal corporation, that Kevin Cotton, Mayor, be and is empowered to take any and all necessary and appropriate action, including, but not limited to the execution and delivery for and on behalf of said municipal corporation of any necessary deed to transfer and convey unto the City of Madisonville, Kentucky, that certain property located in Hopkins County and owned by said municipal corporation which is required by the City of Madisonville, Kentucky and the Commonwealth of Kentucky for Midtown Boulevard Extension, a connection of Center Street and Island Ford Road Connector, Project No. 137MFD52 054 8999302D: STP 3009 (013), Item No. 2-804.20; hereby certify that this Deed of Conveyance as set forth herein above for the property hereby conveyed is being donated by Grantor for the purpose of highway improvement; hereby certify that the real property conveyed herein is estimated to have a fair cash value of \$9,800.00.

CERTIFICATE

I, _____ member of the City Council of the **CITY OF MADISONVILLE, KENTUCKY**, do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the CITY COUNCIL at a meeting this the _____ day of _____, 2021 at which meeting of said members all members were present and voted in favor of said Resolution, and that said Resolution has not been rescinded or amended and remains in full force and effect.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this _____ day of _____, 2021

CITY OF MADISONVILLE, KENTUCKY

By: _____
MEMBER of CITY COUNCIL

COMMONWEALTH OF KENTUCKY
 COUNTY OF HOPKINS

The foregoing Certificate was acknowledged before me by _____,
 Member of CITY COUNCIL, CITY OF MADISONVILLE, KENTUCKY, for and on behalf of CITY OF
 MADISONVILLE, KENTUCKY, this the _____ Day of _____ 2021.

 Notary Public, State at Large, KY
 My Commission Expires: _____
 Notary ID Number: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	Kentucky Transportation Cabinet 200 Mero Street Frankfort, Kentucky 40622
7 List account number(s) here (optional)		

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

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 on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXEMPT: KRS 382.135 (2)(C)

DEED OF CONVEYANCE

**Hopkins County
Item No. 2-804.20**

THIS DEED OF CONVEYANCE, made and entered into by and between the **CITY OF MADISONVILLE, KENTUCKY**, a municipal corporation, 67 North Main Street, Madisonville, Kentucky, 42431, and **HOPKINS COUNTY, KENTUCKY**, 56 North Main Street, Madisonville Kentucky 42431, the Grantor, and the **CITY OF MADISONVILLE**, Kentucky, 67 North Main Street, Madisonville, Kentucky 42431, the Grantee;

WITNESSETH: That the Grantor in consideration of, the benefit to be derived from the highway construction the receipt of which is hereby acknowledged, have/has bargained and sold and do/does hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following described property and property rights, viz:

Parcel 05 A

Being a tract of land lying in Hopkins County, approximately 0.24mi west of the Edward T. Breathitt Pennyryle Parkway near Madisonville, KY, and more particularly described as follows:

Beginning at a point in the existing right of way line 50.00 feet left of Midtown Blvd at Station 356+26.00 thence with the proposed easement line North 88 Degrees 31 Minutes 08 Seconds West a distance of 379.48 feet to a point in the existing CSX Transportation, Inc. right of way line 427.98 feet left of Midtown Blvd at Station 356+59.74 thence with the existing CSX Transportation, Inc. right of way line North 85 Degrees 25 Minutes 19 Seconds East a distance of 378.03 feet to a point in the existing right of way line 50.00 feet left of Midtown Blvd at Station 356+66.06 thence with the existing right of way line South 3 Degrees 37 Minutes 12 Seconds East a distance of 40.06 feet to a point in the existing right of way line 50.00 feet left of Midtown Blvd at Station 356+26.00 and the POINT OF BEGINNING.

The above described parcel contains 0.174 acres (7571 sq. ft.) of permanent easement for drainage.

Parcel 05 B

Being a tract of land lying in Hopkins County, approximately 0.24mi west of the Edward T. Breathitt Pennyryle Parkway near Madisonville, KY, and more particularly described as follows:

Beginning at a point in the existing right of way line 50.00 feet left of Midtown Blvd at Station 352+05.00 thence with the proposed easement line North 16 Degrees 28 Minutes 16 Seconds West a distance of 183.80 feet to a point in the proposed easement line 90.00 feet left of Midtown Blvd at Station 353+83.00 thence with the proposed easement line North 0 Degrees 25 Minutes 21 Seconds West a distance of 179.28 feet to a point in the proposed easement line 80.00 feet left of Midtown Blvd at Station 355+62.00 thence with the proposed easement line North 76 Degrees 50 Minutes 09 Seconds West a distance of 327.97 feet to a point in the proposed easement line 394.00 feet left of Midtown Blvd at Station 356+56.71 thence with the proposed easement line South 88 Degrees 31 Minutes 08 Seconds East a distance of 345.37 feet to a point in the existing right of way line 50.00 feet left of Midtown Blvd at Station 356+26.00 thence with the existing right of way line South 3 Degrees 37 Minutes 12 Seconds East a distance of 348.96 feet to a point in the existing right of way line 50.00 feet left of Midtown Blvd at Station 352+77.04 thence with the existing right of way line along an arc 73.25 feet to the left, having a radius of 3050.00 feet, the chord of which is South 4 Degrees 18 Minutes 29 Seconds East for a distance of 73.24 feet to a point in the existing right of way line 50.00 feet left of Midtown Blvd at Station 352+05.00 and the POINT OF BEGINNING.

The above described parcel contains 0.510 acres (22220 sq. ft.) of temporary easement for slope construction.

It is the specific intention of the grantor(s) herein to convey a temporary easement to the property described above for the purpose of slope and entrance construction; said easement terminates and reverts upon completion of same.

Being a portion of the same property conveyed to **CITY OF MADISONVILLE, KENTUCKY**, a municipal corporation, and **HOPKINS COUNTY, KENTUCKY**, by Deed from **MID TOWN COMMONS, LLC.**, a Kentucky limited liability company, dated June 19, 2020, and of record in Deed Book 783, Page 602-605, in the Hopkins County Kentucky Clerk's Office.

The proposed public highway improvement for which the above-described properties are being acquired is identified **Midtown Boulevard Extension**, a connection of Center Street and Island Ford Road Connector, **Project No. 137MFD52 054 8999302D: STP 3009 (013), Item No. 2-804.20** the plans for which are on file in the office of the Transportation Cabinet in Frankfort, Kentucky. The acquisition of the right of way of this project was authorized by the **Kentucky Department of Highways Official order No. 112468**. Access on this project shall be partially controlled, as required to be set forth in Section 6 of the Kentucky Administrative Regulations (603 KAR 5:120). *Access shall be provided only where specifically shown on the project plans or as otherwise permitted by Kentucky law and regulations.*

CONSIDERATION CERTIFICATE OF GRANTORS

The parties of the first part, **CITY OF MADISONVILLE, KENTUCKY**, a municipal corporation, and **HOPKINS COUNTY, KENTUCKY**, (Grantor), hereby acknowledge that I (we) have been advised of the right of an appraisal of the property being affected by this project and an offer of compensation based on that appraisal, but hereby waive that right in exchange for the consideration of, the benefit to be derived from the highway construction. Further parties of the first part, **CITY OF MADISONVILLE, KY**, a municipal corporation, and **HOPKINS COUNTY, KENTUCKY**, Grantor herein, hereby certify that this Deed of Conveyance as set forth herein above for the property hereby conveyed is being donated by Grantor for the purpose of highway improvement. Further, parties of the first part, **CITY OF MADISONVILLE, KENTUCKY**, a municipal corporation, and **HOPKINS COUNTY, KENTUCKY**, Grantor herein, hereby certify that the real property conveyed herein is estimated to have a fair cash value of **\$9,800.00**.

TO HAVE AND TO HOLD Parcel 05A as Permanent Easement and Parcel 05B as Temporary Easements together with all of the rights and privileges thereunto belonging or in anywise appertaining unto the Grantee, its successors and assigns, all with Covenants of General Warranty of Title.

Kevin Cotton, Mayor of the CITY OF MADISONVILLE, KENTUCKY, a municipal corporation, is executing this instrument on behalf of said corporation by the authority granted in a Resolution signed the ____ day of _____, 2021 by **CITY OF MADISONVILLE**, a municipal corporation.

Jack Whitfield, Judge Executive, HOPKINS COUNTY, KENTUCKY, is executing this instrument on behalf of said County by the authority granted in a Resolution signed the ____ day of _____, 2021 by **HOPKINS COUNTY, KENTUCKY**.

IN TESTIMONY WHEREOF CITY OF MADISONVILLE, KENTUCKY, a municipal corporation has executed this Deed of Conveyance and Grant of Easements on this ____ day of _____, 2021.

IN TESTIMONY WHEREOF HOPKINS COUNTY, KENTUCKY, has executed this Deed of Conveyance and Grant of Easements on this ____ day of _____, 2021.

GRANTOR:
CITY OF MADISONVILLE, KENTUCKY

By: _____
Kevin Cotton, Mayor

GRANTOR:
HOPKINS COUNTY, KENTUCKY

By: _____
Jack Whitfield, Judge Executive

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY
COUNTY OF HOPKINS

I, _____, a notary public in and for the state and county aforesaid, do hereby certify that the foregoing deed was produced to me in said state and county by **Kevin Cotton, Mayor of the CITY OF MADISONVILLE, KENTUCKY**, a municipal corporation, and was signed, acknowledged and delivered to be his free act and deed. This _____ day of _____, 2021.

Notary Public, State at Large, KY
My Commission Expires: _____
Notary ID Number: _____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY
COUNTY OF HOPKINS

I, _____, a notary public in and for the state and county aforesaid, do hereby certify that the foregoing deed was produced to me in said state and county by **Jack Whitfield, Judge Executive of HOPKINS COUNTY, KENTUCKY**, and was signed, acknowledged and delivered to be his free act and deed. This _____ day of _____, 2021.

Notary Public, State at Large, KY
My Commission Expires: _____
Notary ID Number: _____

GRANTEE:

CITY OF MADISONVILLE, KENTUCKY

By: _____
Kevin Cotton, Mayor

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY
 COUNTY OF HOPKINS

I, _____, a notary public in and for the state and county aforesaid, do hereby certify that the foregoing deed was produced to me in said state and county by **Kevin Cotton, Mayor of the CITY OF MADISONVILLE, KENTUCKY**, a municipal corporation, and was signed, acknowledged and delivered to be his free act and deed. This _____ day of _____, 2021.

 Notary Public, State at Large, KY
 My Commission Expires: _____
 Notary ID Number: _____

THIS INSTRUMENT PREPARED BY:

 Joe A. Evans III, Attorney
 Frymire, Evans, Peyton, Teague
 and Cartwright, PLLC
 City Attorney Madisonville, Kentucky
 One South Main Street, Third Floor
 Madisonville, KY 42431-0695
 (270)821-6165

Attachment: MTC.blvd-07272021093457 (1882 : Resolution to authorize Mayor Kevin Cotton to execute Deeds for Midtown Boulevard

**CITY OF MADISONVILLE
RESOLUTION**

PERMISSION TO DECLARE LOTS AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville owns two lots on West Center Street that are currently vacant (M-32-7-19 and M-32-7-20).

WHEREAS, the City of Madisonville requests permission to list the lots for sale with a licensed realtor;
and

WHEREAS, if the lots do not sell the City of Madisonville requests to dispose of the lots by other means appropriate according to KRS 82.083.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The two lots located on West Center Street (M-32-7-19 and M-32-7-20) are now declared as surplus property.
2. The City is authorized to list the lots for sale with a licensed realtor.

ADOPTED on this 2nd day of August, 2021.

ATTEST:

Summary

Parcel Number M-32-7-19
 Account Number 36825
 Location Address W CENTER 00000
 Description PARK
 (Note: Not to be used on legal documents)
 Class Exempt City
 Tax District 04 Madisonville
 2018 Rate Per Thousand 10.1410

[View Map](#)

Owner

Primary Owner
CITY OF MADISONVILLE
 PO BOX 705
 MADISONVILLE, KY 42431-

Land Characteristics

Condition	Good	Topography	Level
Plat Book/Page		Drainage	
Subdivision		Flood Hazard	
Lot		Zoning	Commercial
Block		Electric	Yes
Acres	0.08	Water	Yes
Front	25	Gas	Yes
Depth	145	Sewer	Yes
Lot Size	25X145	Road	2 Lane
Lot Sq Ft	3625	Sidewalks	Yes
Shape		Information Source	

Valuation

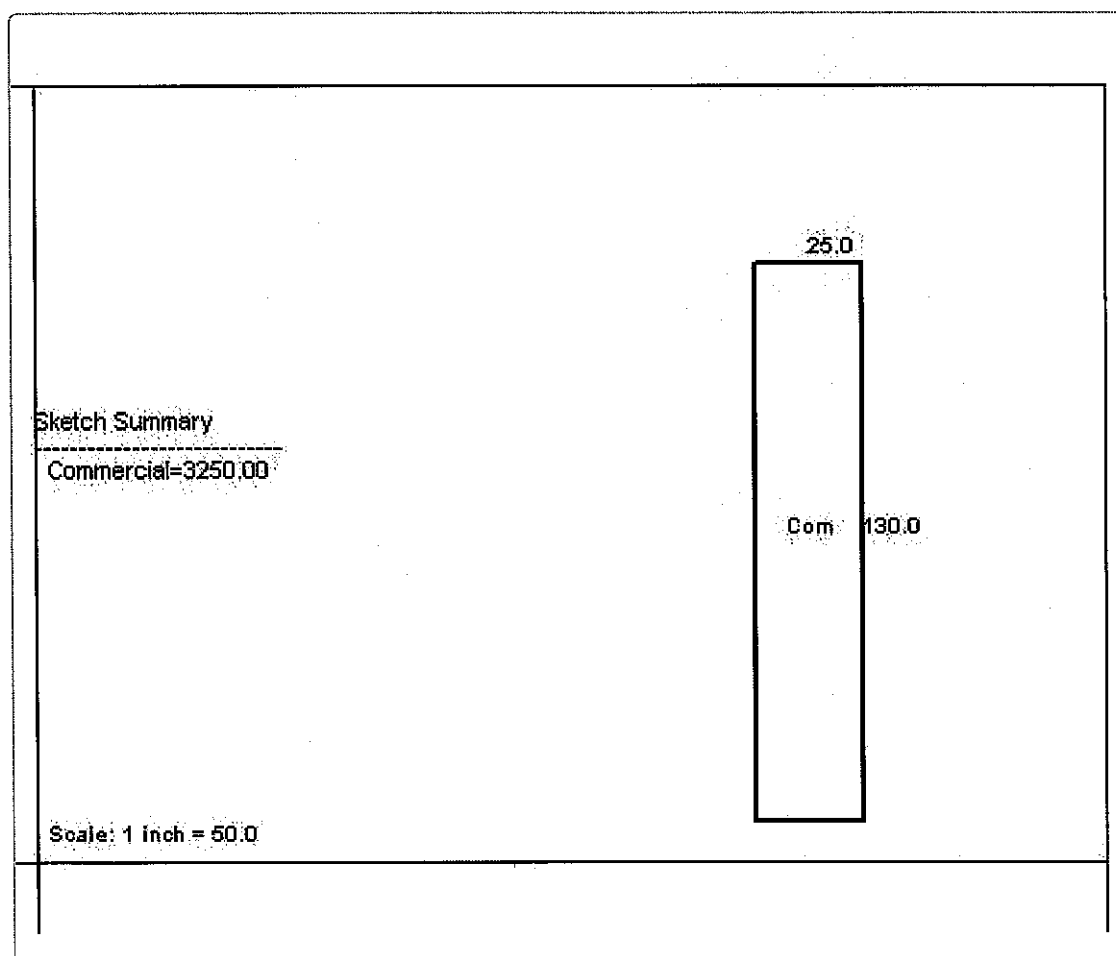
	2021 Working	2020 Certified	2019 Certified	2018 Certified
+ Land Value	\$12,000	\$12,000	\$12,000	\$12,000
+ Improvement Value	\$0	\$0	\$0	\$0
+ Ag Improvement Value	\$0	\$0	\$0	\$0
= Total Taxable Value	\$12,000	\$12,000	\$12,000	\$12,000
- Exemption Value	\$0	\$0	\$0	\$0
= Net Taxable Value	\$12,000	\$12,000	\$12,000	\$12,000
+ Land FCV	\$0	\$0	\$0	\$0
+ Improvement FCV	\$0	\$0	\$0	\$0
+ Ag Improvement FCV	\$0	\$0	\$0	\$0
= Total FCV	\$0	\$0	\$0	\$0
Exemption				
Farm Acres	0.00	0.00	0.00	0.00
Fire Protection Acres	0.00	0.00	0.00	0.00

Improvement Information

Attachment: w center 0001-07082021100753 (1883 : Permission to declare lots as surplus property)

Building Number	1	Kitchens	0
Description	PARK	Dining Rooms	0
Residence Type		Living Rooms	0
Comm Type		Family Rooms	0
Mobile Home Type		Bedrooms	0
Year Built	0	Full Baths	0
Effective Age	0	Half Baths	0
Ave. Wall Height	0	Other Rooms	0
Structure		Total Rooms	0
Number of Stories	2	Living Sq Ft	0
Exterior		Fireplaces/Water	0/1
Foundation		Supplemental Heat	
Construction Type		Mobile Home Model	
Construction Quality		Mobile Home Manufacturer	
Building Condition		MH Skirt Foundation	
Roof Type		Heat	Yes
Roof Cover		Heat Source	
Roof Pitch		Heat Type	
Basement Type		Air Conditioning	Yes
Basement Finish		AC/Type	
Basement Size		Special Improvements	No
Basement Sq Ft	0	Fire Alarm	No
Garage/Carport		Sprinklers	No
Garage Size		Porch/Deck	
Garage Type		Porch Sq Ft	0
Garage Exterior		Deck Sq Ft	0
Width	0	Concrete Sq Ft	0
Length	0	Farm Bldg Type	
Garage Sq Ft	0	Value	\$0.00
Pool		Driveway	Paved/Asphalt
Pool Size	0	Fence	0
Tennis Courts			

Sketches



Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
8/5/2009	\$0	Obligation Transfer	684-112	CITY OF MADISONVILLE	ROSECREEK PENTECOSTAL CHURCH
12/9/2003	\$0	Close Relative Sale	624-683	ROSECREEK PENTECOSTAL CHURCH	GRACE DONALD RAY
9/1/1977	\$20,000		392-397	GRACE DONALD RAY	DAY ROSCOE

BOOK 684 PAGE 112

THIS DEED OF CONVEYANCE made and entered into by and between **ROBERT RENSHAW** as sole trustee of the Rosecreek Pentecostal Church, 678 South Seminary Street, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantor", and **CITY OF MADISONVILLE, KENTUCKY**, P. O. Box 705, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantee";

WITNESSETH: On February 19, 2007, an Order was entered in Civil Action 04-CI-00975 styled "City of Madisonville, Kentucky v. Robert Renshaw as sole trustee of the Rosecreek Pentecostal Church finding that the property located at 25 West Center Street, Madisonville, Kentucky, hereinafter described, was in violation of the City of Madisonville Code of Ordinances and constituted a public nuisance, representing an immediate danger to the health and wellbeing of the community; and

WHEREAS, the Grantor herein is unable to bring the property into compliance with the Code of Ordinances and/or to abate said nuisance; and

WHEREAS, the Grantor has agreed to convey said real estate to the City of Madisonville in order to permit the City, its agents and employees, to enter upon the property for the purpose of demolishing the building and improvements situated thereon;

NOW, THEREFORE, for and in consideration of the premises, there being no cash consideration paid, the real estate herein conveyed being of nominal value only, the Grantor does hereby grant, bargain, transfer and convey unto the City of Madisonville, its successors and assigns, the following described real estate located at 25 West Center Street, Madisonville, Hopkins County, Kentucky, more particularly bounded and described as follows:

A certain lot or parcel of ground, together with the store building thereon, and all improvements and appurtenances thereunto belonging, fronting-about twenty five (25) feet, more or less, on the North side of West Center Street, and between Main Street and the right of way of the L & N Railroad in Madisonville, Kentucky, and running back North between parallel lines 145 feet, more or less, said property lying east of and adjoining the property of J. D. Whitsell, formerly referred to as the store house of Bishop & Company, and West of and adjoining the property of Dr. A. W. David, formerly referred to as the lot of Ada Lunsford Davis.

This conveyance also includes all the rights of the parties of the first part in the brick wall between the building herein conveyed and the building of the aforesaid J. D. Whitsell conveyed to said J. P. Miles by the said J. D. Whitsell by a lease of record in Lease Book No. 15, at page 309, in said Clerk's Office, and by said J. P. Miles and Ruth Miles conveyed to parties of the second part in deed aforesaid. See also Deed Book 113, page 496, in said clerk's office. Also the rights of parties of the first part, herein and to the

Attachment: w center 0001-07082021100753 (1883 : Permission to declare lots as surplus property)

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west wall of said Davis building heretofore granted by the said Dr. A. W. Davis by contract of February 27, 1920, and not recorded, and by the aforesaid deed of the said Dr. A. W. Davis to the said J. P. Miles dated August 18, 1923, of record in Deed Book 115, page 29, in the aforesaid Clerk's Office.

Being the same real estate conveyed by Donald R. Grace, single, to Robert Renshaw as sole trustee of the Rosecreek Pentecostal Church by deed dated December 9, 2003, and of record in Deed Book 624, page 683, Hopkins County Court Clerk's Office.

TO HAVE AND TO HOLD the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, its successors and assigns, with Covenant of General Warranty of Title.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in the execution of this deed for the purpose of certifying the consideration pursuant to KRS Chapter 382.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the 5th day of August, 2009.

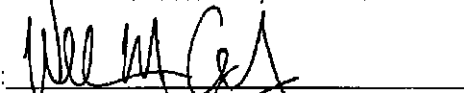
GRANTOR:

**ROBERT RENSHAW AS SOLE TRUSTEE OF
THE ROSECREEK PENTECOSTAL CHURCH**

By: 
Robert Renshaw

GRANTEE:

CITY OF MADISONVILLE, KENTUCKY

By: 
William M. Cox, Jr., Mayor

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was executed, acknowledged and sworn to before me by Robert Renshaw as sole trustee of the Rosecreek Pentecostal Church, a person known to me or presenting sufficient evidence of his identification, on this the 5th day of August, 2009.


Notary Public, State at Large, KY
My Commission Expires: 9-15-12

Attachment: w center 0001-07082021100753 (1883 : Permission to declare lots as surplus property)

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 STATE OF KENTUCKY)
) SCT.
 COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was executed, acknowledged and sworn to before me by William M. Cox, Jr., who holds the office of Mayor of the City of Madisonville, a person known to me or presenting sufficient evidence of his identification, on this the 5 day of August, 2009.

Shirley W. Munger
 Notary Public, State at Large, KY
 My Commission Expires: 8/15/2010

Prepared by: Joe A. Evans III
 FRYMIRE, EVANS, PEYTON,
 TEAGUE & CARTWRIGHT
 P. O. Box 695
 Madisonville, KY 42431

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 Attorney at Law

JAE.srp.Deeds.2009.0805Renshaw.com



2009009690
 HOPKINS CO, KY FEE \$17.00
 PRESENTED / LODGED 08-06-2009 02:31 PM
 RECORDED: 08-06-2009
 DEVRA STECKLER
 CLERK
 BY DONALD ETHRIDGE
 DEEDS INDEXING
 BK: DEED 684
 PG: 112-114

Attachment: w center 0001-07082021100753 (1883 : Permission to declare lots as surplus property)

Summary

Parcel Number M-32-7-20
Account Number 36825
Location Address W CENTER 00000
Description PARK
 (Note: Not to be used on legal documents)
Class Exempt City
Tax District 04 Madisonville
2018 Rate Per Thousand 10.1410

View Map

Owner

Primary Owner
CITY OF MADISONVILLE
 PO BOX 705
 MADISONVILLE, KY 42431-

Land Characteristics

Condition	Good	Topography	Level
Plat Book/Page		Drainage	
Subdivision		Flood Hazard	
Lot		Zoning	Commercial
Block		Electric	Yes
Acres	0.10	Water	Yes
Front	30	Gas	Yes
Depth	150	Sewer	Yes
Lot Size	30X150	Road	2 Lane
Lot Sq Ft	4500	Sidewalks	Yes
Shape		Information Source	

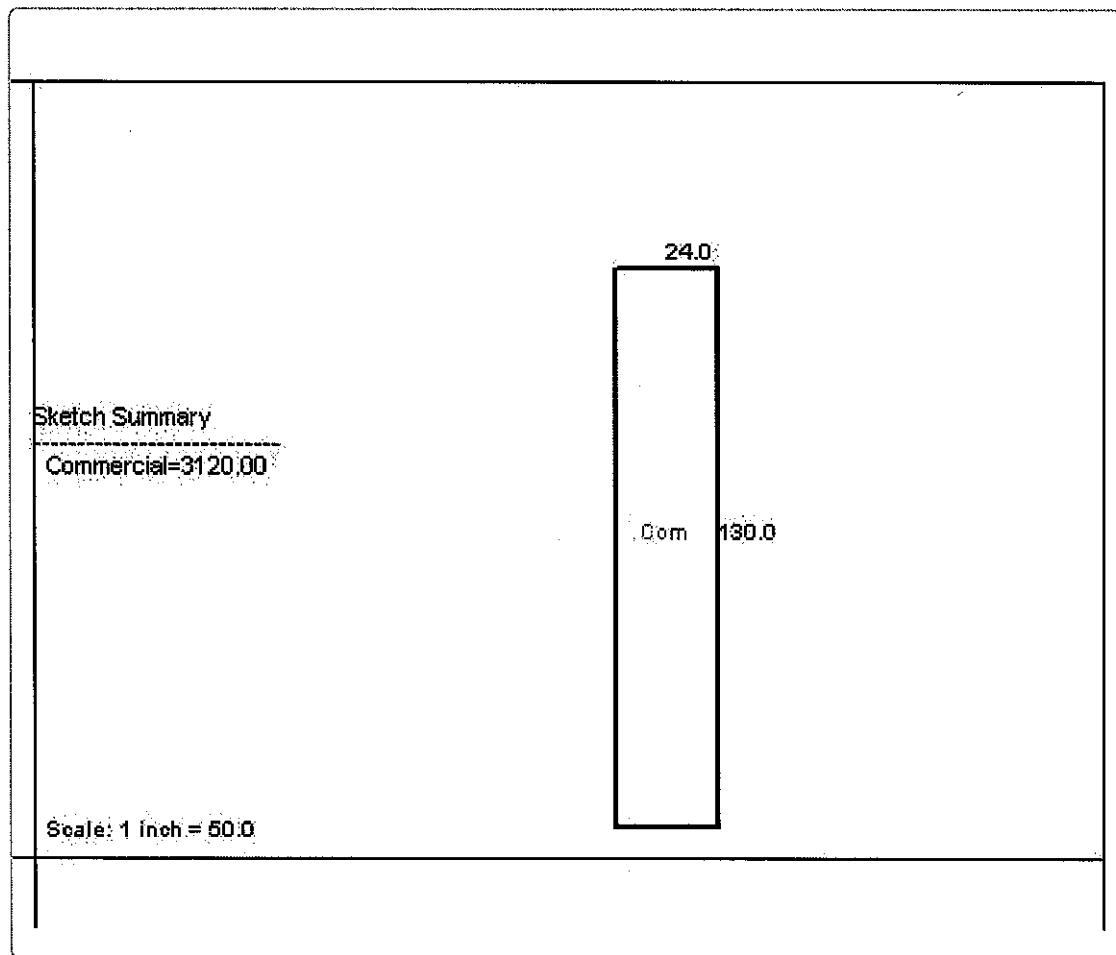
Valuation

	2021 Working	2020 Certified	2019 Certified	2018 Certified
+ Land Value	\$15,000	\$15,000	\$15,000	\$15,000
+ Improvement Value	\$0	\$0	\$0	\$0
+ Ag Improvement Value	\$0	\$0	\$0	\$0
= Total Taxable Value	\$15,000	\$15,000	\$15,000	\$15,000
- Exemption Value	\$0	\$0	\$0	\$0
= Net Taxable Value	\$15,000	\$15,000	\$15,000	\$15,000
+ Land FCV	\$0	\$0	\$0	\$0
+ Improvement FCV	\$0	\$0	\$0	\$0
+ Ag Improvement FCV	\$0	\$0	\$0	\$0
= Total FCV	\$0	\$0	\$0	\$0
Exemption				
Farm Acres	0.00	0.00	0.00	0.00
Fire Protection Acres	0.00	0.00	0.00	0.00

Improvement Information

Building Number	1	Kitchens	0
Description	PARK	Dining Rooms	0
Residence Type		Living Rooms	0
Conrm Type	Mercantile Store w/Apts or Off Abv	Family Rooms	0
Mobile Home Type		Bedrooms	0
Year Built	0	Full Baths	0
Effective Age	0	Half Baths	0
Ave. Wall Height	0	Other Rooms	0
Structure	2 Story	Total Rooms	0
Number of Stories	2	Living/Office/Manuf Sq Ft	0/3,120/0
Exterior	Stucco	Fireplaces/Water	0/1
Foundation	Brick/Stone	Supplemental Heat	
Construction Type	Wood Frame	Mobile Home Model	
Construction Quality	Average/Standard	Mobile Home Manufacturer	
Building Condition	Fair	MH Skirt Foundation	
Roof Type	Flat	Heat	Yes
Roof Cover		Heat Source	
Roof Pitch	Flat	Heat Type	Forced Air
Basement Type	None	Air Conditioning	Yes
Basement Finish		AC/Type	Central
Basement Size		Special Improvements	No
Basement Sq Ft	0	Fire Alarm	No
Garage/Carport		Sprinklers	No
Garage Size		Porch/Deck	
Garage Type		Porch Sq Ft	0
Garage Exterior		Deck Sq Ft	0
Width	0	Concrete Sq Ft	0
Length	0	Farm Bldg Type	
Garage Sq Ft	0	Value	\$0.00
Pool	None	Driveway	Paved/Asphalt
Pool Size	0	Fence	0
Tennis Courts	None		

Sketches



Sale Information

Sale Date	Sale Price	Sale Type	Book-Page	Grantee	Grantor
4/12/2010	\$15,000	Obligation Transfer	690-412	CITY OF MADISONVILLE	MORRISON MICHAEL
6/1/1995	\$36,000		540-060	MORRISON MICHAEL LYNN	PCA REALTY INC
6/1/1994	\$36,000		540-060	PCA REALTY INC	

BOOK 690 PAGE 412

THIS DEED OF CONVEYANCE made and entered into by and between Michael L. Morrison and his wife, Sanya Morrison, 1014 Henely Circle, Carmel, Indiana 46032, hereinafter referred to as the "Grantors", and City of Madisonville, P. O. Box 705, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantee";

WITNESSETH: Michael L. Morrison is the record title owner of the real estate hereinafter described located at 29 West Center Street, Madisonville, Kentucky; and

WHEREAS, on February 19, 2007, a Summary Judgment was entered in Civil Action No. 04-CI-976 finding that the improvements situated upon said real estate were in violation of the City of Madisonville Code of Ordinances and constituted a public nuisance; and

WHEREAS, pursuant to said Judgment Michael L. Morrison was directed to abate said nuisance within fifteen (15) days of the entry of the Judgment; and

WHEREAS, Michael L. Morrison failed to abate said nuisance as directed and the City of Madisonville demolished the building situated upon said real estate at an approximately cost of \$41,076.00; and

WHEREAS, the City of Madisonville has asserted a Nuisance Abatement Lien against said real estate; and

WHEREAS, the Grantors have agreed to convey their interest in said real estate to the City of Madisonville in order to avoid the City of Madisonville having to incur additional legal fees and costs associated with the sale of said real estate;

NOW, THEREFORE, in consideration of the agreement of the City of Madisonville to credit the value of the real estate herein conveyed against the nuisance abatement costs incurred by the City, there being no cash consideration paid, and the approximate fair market value of the real estate herein conveyed being \$15,000.00, the sufficiency of said consideration being hereby acknowledged, the Grantors do hereby grant, bargain, transfer and convey unto the City of Madisonville, its successors and assigns, the following described real estate located in Madisonville, Hopkins County, Kentucky, more particularly bounded and described as follows:

Attachment: w center 0002-07082021100839 (1883 : Permission to declare lots as surplus property)

413

Two certain lots or parcels of ground in Madisonville, Kentucky, bounded and described as follows:

PARCEL I: A certain lot of ground on the north side of Main Cross Street, and beginning at the S.W. corner of a lot belonging to Absalom Ashby, formerly occupied by Fred Kerh on said street, running thence N. 145 feet to a stake; thence W. 25 feet to a stake; thence S. 145 feet to a stake on said street; thence E. with said street to the beginning.

PARCEL II: A certain lot of ground lying north of the above lot, and bounded and described as follows: Beginning at the S.W. corner of Lot 19 of the town of Madisonville, on the east side of the railroad, and running thence nearly south 25 feet to a stake; thence nearly east to the N.W. corner of the J. N. Kosure lot to a stake; thence nearly north 25 feet to a stake; thence nearly west to the beginning. A passageway ten feet in width is reserved from the west end of this lot to and from the lot on the east of this lot, which passageway it to be left open.

Being the same real estate conveyed by PCA Realty, Inc., to Michael L. Morrison by deed dated June 22, 1995, and of record in Deed Book 540, page 60, Hopkins County Court Clerk's Office.

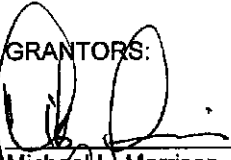
TO HAVE AND TO HOLD the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, its successors and assigns forever, with Covenant of Special Warranty of Title.

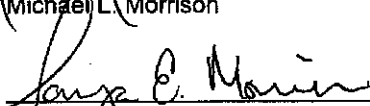
The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in the execution of this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this the 12th day of April, 2010.

TAX BILL: Pursuant to KRS 382.135 the 2010 ad valorem property tax bill relating to the real estate herein conveyed will be paid by and should be mailed c/o the Grantee at the address set forth above.

GRANTORS:


Michael L. Morrison


Sanya Morrison

GRANTEE:

CITY OF MADISONVILLE, KENTUCKY

By: 

William M. Cox, Jr., Mayor

Attachment: w center 0002-07082021100839 (1883 : Permission to declare lots as surplus property)

414 STATE OF INDIANA)
) SCT.
 COUNTY OF MADISON)

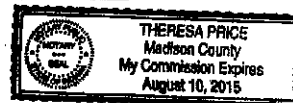
The foregoing instrument was subscribed, sworn to and acknowledged before me by Michael L. Morrison and his wife, Sanya Morrison, persons known to me or presenting sufficient evidence of their identification, on this the 30th day of MARCH, 2010.

THERESA PRICE

Notary Public, State at Large, IN

My Commission Expires: 8-10-15

STATE OF KENTUCKY)
) SCT.
 COUNTY OF HOPKINS)



The foregoing instrument was subscribed, sworn to and acknowledged before me by William M. Cox, Jr., Mayor for and on behalf of the City of Madisonville, Kentucky, persons known to me or presenting sufficient evidence of his identification, on this the 12 day of April, 2010.

Shirley W. Munger

Notary Public, State at Large, KY

My Commission Expires: 8/15/2010

Prepared by: Joe A. Evans III
 FRYMIRE, EVANS, PEYTON,
 TEAGUE & CARTWRIGHT
 P. O. Box 695
 Madisonville, KY 42431-0695
 270-821-6165

JA
 Attorney at Law

JAE.mea.2010City.Deed.0223Morrison.COMDeed



2010004325

HOPKINS CO, KY FEE \$17.00

PRESENTED / LODGED: 04-13-2010 11:13 AM

RECORDED: 04-13-2010

DEVRA STECKLER

CLERK

BY: NICOLE COFFMAN
 DEEDS INDEXING

BK: DEED 690

PG: 412-414

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

**IN RE: APPOINTMENT OF TANYA BOWMAN TO THE CITY OF MADISONVILLE BOARD
OF ETHICS**

IT SHALL BE AND HEREBY IS ORDERED BY THE CITY COUNCIL OF THE CITY OF
MADISONVILLE, KENTUCY AS FOLLOWS:

1. That Tanya Bowman shall be, and hereby is, appointed to the Board of Ethics;
2. The term of Tanya Bowman shall be for three (3) years and ending February 4, 2022,
3. That Tanya Bowman serve in accordance with the Laws of the United States of America and
the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order become effective August 2, 2021.

This the 2nd of August, 2021.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: REAPPOINTMENT OF DEBBIE ALLEN TO THE TREE BOARD

IT SHALL BE AND HEREBY IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE, KENTUCY AS FOLLOWS:

1. That Debbie Allen shall be, and is, re-appointed to the Tree Board;
2. That the term of Debbie Allen shall be for three (3) years, concluding August 2, 2024.
3. That Debbie Allen shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order shall become effective August 2, 2021.

This the 2nd of August, 2021.

ATTEST:

**CITY OF MADISONVILLE
MUNICIPAL ORDER NO.**

IN RE: APPOINTMENT OF CHUCK SHOCKLEY TO THE BOARD OF ETHICS

IT SHALL BE AND HEREBY IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MADISONVILLE, KENTUCY AS FOLLOWS:

1. That Chuck Shockley shall be, and hereby is appointed to the Board of Ethics;
2. The term of Chuck Shockley should be for the unexpired term of Barry McGaw, concluding on February 1, 2022.
3. That Chuck Shockley shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
4. That this order become effective August 2, 2021.

This the 2nd of August, 2021.

ATTEST:

CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER

**EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF MARVIN HIGHTOWER TO
THE HOPKINS COUNTY JOINT PLANNING COMMISSION**

KNOW ALL MEN BY THESE PRESENTS:

That I, Kevin Cotton, Mayor of the City of Madisonville, Kentucky, pursuant to the authority vested in me by applicable law, **DO HEREBY ORDER** as follows:

- 1) That Marvin Hightower shall be, and hereby is, appointed to the Hopkins County Joint Planning Commission
- 2) That the term of Marvin Hightower shall be for the unexpired term of Tim Thomas concluding on July 1, 2022.
- 3) That Marvin Hightower shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.

On this 2nd day of August, 2021

ATTEST:



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1887)

Meeting: 08/02/21 04:30 PM
Department: City Clerk Department
Category: Utility Connection
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1887

10.1

Utility Connection for Water Service

Mary Lutz & Bryan Lutz, 605 Lamb Road, Madisonville, Kentucky water service



APPLICATION FOR UTILITY CONNECTION CITY OF MADISONVILLE

67 North Main Street, Madisonville, KY 42431
Phone: 270-824-2108 Fax: 270-824-2168
dtodd@madisonvillegov.com

Date July 26, 2021

Owner's Name Mary Lutz & Bryan Lutz Phone 502-370-5172

Owner's Address 112 Olympia Way, Georgetown KY 40324

Address of Proposed Utility 605 Lamb Road, Madisonville KY 42431

I, Mary Lutz & Bryan Lutz hereby apply for (water) (sewer) or service to property shown above subject to approval by the Madisonville City Council. If this application is approved, I agree I will not oppose annexation of this property to the City of Madisonville.

Mary Lutz
Owner's Signature

Bryan Lutz
Owner's Signature

(Applicant must provide a copy of their deed and an application fee of \$50.00 made payable to the City of Madisonville)

Below is for Official Use Only

Statement of Utility Superintendent

I recommend approval of the utility connection.

K.A. B. J. 7/27/21
Utility Superintendent Date
Debbie Todd 7-27-21
Zoning Administrator Date

Utility Superintendent Date

Approved by the City Council on _____
Date

Attest: City Clerk _____
Date

Notes, if any

Attachment: Water service (1887 : Utility Connection for Water Service)

THIS CONTRACT AND AGREEMENT made and entered into in Madisonville, Hopkins County, Kentucky, by and between the City of Madisonville, organized under the laws of the Commonwealth of Kentucky, with its principal place of business at the 67 North Main Street, Madisonville, Kentucky, hereinafter Madisonville, and BRYAN LUTZ, whose address is 112 OLYMPIA WAY, GORRINGTON K 4032, hereinafter purchaser whether one or more.

WHEREAS, the City of Madisonville maintains and operates a (water) (sewer) service for residents of the City of Madisonville, and

WHEREAS, the City of Madisonville, in an effort to encourage growth of areas around the corporate limits of the City of Madisonville, desires to make available (water) (sewer) service to persons outside the City limits of Madisonville, and

WHEREAS, said purchaser is desirous of purchasing (water) (sewer) service from Madisonville,

NOW THEREFORE, in consideration of Madisonville selling (water) (sewer) service to the purchaser the parties hereto agree as follows:

1. The rate for said utility service paid by purchaser, its successors or assigns, shall be as set from time to time by Madisonville by ordinance;
2. All fees for hook up and installation of said utility service paid by purchaser shall be as set by Madisonville from time to time by ordinance;
3. The purchaser, its successors or assigns, shall never resist annexation into the City of Madisonville of the property to which said utility service is supplied and if the purchaser, its successors or assigns, shall resist annexation, this contract shall be terminated by Madisonville with 30 days notice to purchaser or its successors or assigns at their address by certified mail;
4. If the property, or any part thereof, to which (water) (sewer) service is provided by Madisonville, is ever conveyed or leased by the said purchaser, then the purchaser shall in their deed of conveyance or lease make provision that the grantee or lessee shall never oppose annexation of the said real property into the City of Madisonville, and said covenant not to oppose annexation shall be included in any deed purporting to convey said real property and if it is not, this agreement shall be terminated and there shall be no damages due purchaser, its successors or assigns, because of said termination from Madisonville.
5. In addition, the purchaser shall execute herewith a covenant running with the land to be recorded in the Hopkins County Court Clerk's Office herewith. Said covenant will be provided by Madisonville and a copy of same is attached hereto.

For Official Use Only

IN WITNESS WHEREOF on this the 26 day of July, 2021, the parties hereto set their respective hands.

BY: _____
Mayor

Mary Lutz
Owner

ATTEST: _____
City Clerk

Bryan Lutz
Owner

Attachment: Water service (1887 : Utility Connection for Water Service)



New water meter
605 Lamb Road



City Council
77 N. Main St.
Madisonville, KY 42431

SCHEDULED

ITEM FOR DISCUSSION (ID # 1888)

10.2

Meeting: 08/02/21 04:30 PM
Department: City Clerk Department
Category: Bid
Prepared By: Kim Blue
Initiator: Kim Blue
Sponsors:
DOC ID: 1888

Permission to Bid - PIPE

Permission to bid pipe for sewer project - Madison Square