



# MRA Amendment – 52M Cassettes

<b>To:</b>	City of Santaquin, referred to here as Santaquin or Buyer	<b>Date:</b>	August 1, 2024	
		<b>No. of Pages:</b>	7 including cover	
<b>Attention:</b>	Jason Callaway	<b>Email:</b>	<a href="mailto:jcallaway@santaquin.org">jcallaway@santaquin.org</a>	
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<b>From:</b>	Jason Diamond Regional Lifecycle Manager Western USA	<b>Cell.:</b>	<a href="mailto:Jason.Diamond@veolia.com">Jason.Diamond@veolia.com</a> 905 399 7055	
<b>CC:</b>	James Goldhardt (CHC)			
<b>Subject:</b>	MRA amendment to provide 52M cassettes	<b>Proposal No.:</b>	610404	
		<b>Original Project No.:</b>	500458	
<b>Plant Data:</b>	<p>Please provide corrections if inaccurate</p> <p><b>Santaquin Water Reclamation Facility:</b> municipal sanitary wastewater treatment. 4 trains in service with space for 2 additional trains, 2 x 48M cassettes per train, 48 x ZW500D 370 ft<sup>2</sup> modules installed per cassette.</p> <p>-Initial plant commissioned March 2012.</p> <p>-4<sup>th</sup> train expansion commissioned April 2019.</p> <p>-5<sup>th</sup> train expansion purchased in July 2024 with Veolia proposal #595017-2 – includes 96 x ZW500D 430ft<sup>2</sup> membranes in 2 x 48/52M LEAPmbr cassettes estimating December 2025 commissioning.</p>			



## Proposal Provisos

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

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# 1 Introduction

Veolia Water Technologies & Solutions is pleased to present this proposal at the request of the City of Santaquin for an amendment to the Membrane Replacement Agreement (MRA). If accepted, this amendment would modify the agreement from refurbishing the 48 module (48M) cassettes to providing all new 52M LEAPmbr cassette frames for the 4 trains covered in the MRA. This will match the configuration of the expansion cassettes included with the 5<sup>th</sup> expansion train purchased in July 2024.

By making this modification, the 52M cassettes will provide additional free space in the existing membrane tanks for a future capacity increase in the system with the purchase of additional membranes. See section 2 for further plant configuration details.

Veolia’s scope for this amendment is outlined in the table below.

Item Description	Part #	Quantity	Price
ZW500D 52M LEAPmbr cassette frames	3157510	8	<b>85,140</b>
Hanging arms for 8 cassettes		Incl.	
Replacement permeate & aeration connections for 8 cassettes		Incl.	
Cassette hardware, freight and on-site support: adjustments to facilitate new 52M cassettes versus refurbishment of 48M cassettes		Lot	
Increase to the MRA annual fee for each of the remaining 9 payments			<b>9,460</b>

**All figures are in USD and exclude any applicable taxes, which will be applied at the time of invoicing. Please make purchase order to ZENON Environmental Corporation.**

Pricing includes the following adjustments to the existing MRA:

- Removal of cassette refurbishment components;
- Reduced freight costs related to shipping efficiencies and removal of US Custom duties for modules shipping in operational cassettes;
- Reduced on-site support to reflect installation membranes in factory-installed cassettes versus cassette refurbishment.



## 2 ZeeWeed Configuration

Configuration Data	Units	5 Train Configuration Following current MRA Replacements		Proposed Configuration After MRA Amendment
Number of trains, plant		6		6
Number of trains populated with membranes		5		5
Number of trains as configured		5		5
Type of ZeeWeed membrane		500D		500D
Module surface area	ft <sup>2</sup>	430		430
Total number of cassette spaces per train		2		2
Maximum number of modules per cassette		48	52	52
Fully populated cassettes installed per train		2	---	---
Flex cassettes installed per train		---	2	2
Installed number of modules per flex cassette		---	48	48
Total module count, train		96	96	96
Total surface area in operation, train	ft <sup>2</sup>	41,280		41,280
Total module count, plant		384	96	384
Total surface area in operation, plant	ft <sup>2</sup>	206,400		206,400

**Note:** With the future purchase of 4 x ZW500D 430ft<sup>2</sup> membrane modules per cassette to fill the membrane spaces that will now be available with the new 52M cassettes, we estimate an approximate annual average flow capacity increase of 130,000 GPD, subject to review and verification of the capacity of other equipment and systems (permeate pumps, RAS pumps, blowers, biological treatment tanks, piping etc.).



### 3 Signed Agreement

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

**Offered by** ZENON Environmental  
**Legal Entity:** Corporation, also known as  
Veolia or Seller  
3600 Horizon Blvd.,  
Trevose, PA, 19053

**Accepted by Legal Entity:** City of Santaquin, also known as  
Santaquin 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.
- 1) this signature page completed, and/or
- 2) a hard copy of your purchase order, and
- 3) any required tax exemption certificates

[nam.service.pocentral@veolia.com](mailto:nam.service.pocentral@veolia.com)  
or  
Veolia Water Technologies &  
Solutions  
attention: Contracts Administrator  
Please contact  
[nam.service.pocentral@veolia.com](mailto:nam.service.pocentral@veolia.com)  
for correct address

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

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Technical review: GB/JV Commercial review: JD DOA: Blkt



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## 4 Terms and Conditions of Sale

### 1 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.

### 2 General Terms and Conditions of Sale

The sale of this MRA Amendment will be governed by the Terms and Conditions included with the existing Membrane Replacement Agreement – as contained in Veolia proposal 497396-1.