



BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

February 27, 2025 - 5:30 P.M.
City Hall, 100 East Main St.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Welcome from the Mayor
6. Approval and/or Correction of the minutes of the Board of Mayor and Aldermen Meeting dated January 23, 2025, monthly financial report, and department reports.
7. Visitors Comments:
All persons wishing to address the Board shall stand and state their name and address and shall be limited to a brief presentation. The Board may NOT participate in any discussion and cannot vote on the subject you present. Absent an emergency, the earliest time the Board might discuss and vote on your matter will be at the next Board meeting. Individuals and/or group representatives who have placed an item on tonight's agenda will be allowed to make brief comments when that agenda item is opened for discussion.
8. Old Business:
NONE
9. New Business:
 - A. DISCUSSION AND CONSIDERATION: Town Administrator/Manager Agreement by Resolution 25-645
 - B. DISCUSSION AND CONSIDERATION: FEMA Hazard Mitigation Assistance Grant program participation by Resolution 25-646
 - C. DISCUSSION AND CONSIDERATION: Acquisition of Rental Press for Wastewater Plant Solids Management/Handling
10. Board Comments: Mayor, Vice-Mayor, Aldermen, Staff Comments: City Manager, Asst. City Manager, City Attorney
11. Adjourn



TOWN OF MOUNT CARMEL

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

A regularly scheduled meeting of the Town of Mount Carmel, Tennessee Board of Mayor and Aldermen was held at Town of Mount Carmel City Hall, 100 East Main Street, on January 23, 2025, at 5:30pm

PUBLIC HEARING

Public Hearing on Ordinance 24-537 Budget Amendment

Called to order at 5:30 pm by Mayor John Gibson

No public comment

ADJOURN

Motion: Alderman Shugart at **5:31 pm**

Second: Vice-Mayor Bare

Approved: All present voting in favor

CALL TO ORDER

5:31 pm by Mayor John Gibson

INVOCATION AND PLEDGE OF ALLEGIANCE

Led by Vice-Mayor Bare and Alderman Shugart

ROLL CALL:

BMA	Present	Absent	City Administration Present
Alderman Darby Patrick	✓		Jim Stables, City Manager
Alderman Philip Binstock	✓		Allen Coup, City Attorney
Alderman James Cross	✓		Tyler Williams, CMFO/City Recorder
Alderman Mindy Shugart	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		

WELCOME FROM THE MAYOR

Mayor Gibson welcomed everyone

APPROVAL and/or correction of the December 19, 2024, Board of Mayor and Aldermen meeting minutes, departmental and financial reports.

Motion: Alderman Shugart

Second: Alderman Binstock

Approved: All present voting in favor

APPROVAL and/or correction of the January 16, 2025, Board of Mayor and Aldermen Special Called meeting minutes.

Motion: Vice-Mayor Bare

Second: Alderman Binstock

Approved: All present voting in favor

VISITOR COMMENTS

NONE

OLD BUSINESS

A. SECOND READING: Ordinance 24-537 Budget Amendment

This amendment reflects changes in the FY25 budget due to grants being awarded to the Town of Mount Carmel Fire Department and Police Department. The Fire Department was awarded a \$420,000.00 CDBG grant for the purchase of a fire truck (\$80,000 match required). The Fire Department was also awarded a \$7,795.00 grant for the purchase of a fire skid unit (no match required). The Police Department was awarded a \$10,000.00 TN Highway Safety Office High Visibility Grant (no match required).

Motion: Alderman Shugart

Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman Philip Binstock	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		

B. SECOND READING: Ordinance 24-538 Official Depository for City Funds

This ordinance amends the Municipal Code to properly reflect the T.C.A. requirements for official depositories of municipal funds.

Motion: Alderman Shugart
Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman Philip Binstock	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		

C. DISCUSSION AND CONSIDERATION: Rules of Order by Resolution 25-643

In an effort to ensure business of the Board of Mayor and Aldermen of the Town of Mount Carmel, Local Jurisdictional Rules of Order, combined with Roberts Rules of Order are being offered to ensure expedient and efficient execution of the Town Elected Board members' business obligations are met, and the public is served well.

Motion: Alderman Shugart
Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman Philip Binstock	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		

NEW BUSINESS

A. DISCUSSION AND CONSIDERATION: LGIP Investment by Resolution 25-644

Authorization by the Board to invest an additional \$1,000,000.00 into the Local Government Investment Pool (LGIP). Current interest rate is 4.56%

Motion: Alderman Shugart
Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman Philip Binstock	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		

B. DISCUSSION AND CONSIDERATION: Mayor's Committee Appointments

Motion: Alderman Shugart

Second: Alderman Binstock

Approved: All present voting in favor

COMMENTS:

Mayor John Gibson- Thanks to Public Works department. Emphasis on Strategic Planning.

Vice-Mayor Jim Bare- Congrats to committee appointees. Thanks to city administration and employees.

Alderman Darby Patrick- Positive comments about direction of the Board.

Alderman Mindy Shugart- Thanks to Public Works department.

Alderman James Cross- None

Alderman Philip Binstock- None

Alderman Jim Gilliam- None

City Manager Jim Stables- WWTP update. Strategic Planning emphasis/submit dates.

City Recorder Tyler Williams- None

City Attorney Allen Coup- None

ADJOURN

Motion: Alderman Shugart at **5:45 pm**

Second: Vice-Mayor Bare

Approved: All present voting in favor

Approve: _____

John Gibson, Mayor

Attest: _____

Tyler Williams, City Recorder



FINANCIAL REPORT

TOWN OF MOUNT CARMEL, TN

Month ending 01/31/2025

<u>GENERAL FUND:</u>	<u>BALANCE:</u>
Checking Account (First Community)	\$659.19
Checking Account (First Horizon)	\$2,295,845.06
LGIP Investment Account	\$5,062,207.31
Capital Outlay Savings (First Horizon)	\$388,157.10
Drug Fund (First Horizon)	\$10,034.16
Special Drug Fund (First Horizon)	\$1,038.95
TOTAL:	\$7,757,941.77

<u>SEWER FUND:</u>	<u>BALANCE:</u>
Checking Account (First Horizon)	\$1,052,100.88
Savings/Bond Reserve 2014 (First Horizon)	\$104,490.24
Savings/Sewer Savings 2014 (First Horizon)	\$527,331.80
TOTAL:	\$1,683,922.92

GRAND TOTAL CASH ON HAND:	\$9,441,864.69
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Current Savings Rate: 3.20%

Current LGIP Rate: 4.42%

Fund : 110			Monthly Comparative:		58.33%			
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
41000	General Government							
235	Dues		(4,000.00) 0.00	(4,000.00)	3,312.00 0.00	(688.00)	82.80%	0.00 0.00
236	Public Relation		(25,000.00) 0.00	(25,000.00)	22,135.07 0.00	(2,864.93)	88.54%	1,800.00 0.00
240	Utilities		(18,000.00) 0.00	(18,000.00)	6,685.55 0.00	(11,314.45)	37.14%	18.25 0.00
245	Telephone And Other Communication Services		(3,000.00) 0.00	(3,000.00)	938.25 0.00	(2,061.75)	31.28%	0.00 0.00
254	Engineering Services		(4,000.00) 0.00	(4,000.00)	0.00 0.00	(4,000.00)	0.00%	0.00 0.00
510	Insurance		(125,000.00) 0.00	(125,000.00)	85,426.75 0.00	(39,573.25)	68.34%	16,703.00 0.00
551	Reappraisal Costs		(9,000.00) 0.00	(9,000.00)	7,739.38 0.00	(1,260.62)	85.99%	0.00 0.00
597	Safety Program		(2,500.00) 0.00	(2,500.00)	0.00 0.00	(2,500.00)	0.00%	0.00 0.00
691	Bank Service Charges		(120.00) 0.00	(120.00)	2,250.72 0.00	2,130.72	1875.60%	1,058.45 0.00
720	First Tn Development District		(1,700.00) 0.00	(1,700.00)	1,635.00 0.00	(65.00)	96.18%	0.00 0.00
722	First TN Human Resource Agency		(2,500.00) 0.00	(2,500.00)	0.00 0.00	(2,500.00)	0.00%	0.00 0.00
723	Senior Citizens Donation		(33,000.00) 0.00	(33,000.00)	0.00 0.00	(33,000.00)	0.00%	0.00 0.00
724	Hawkins Co Chamber Of Commerce		(2,500.00) 0.00	(2,500.00)	2,500.00 0.00	0.00	100.00%	0.00 0.00
726	AIRMED		(1,600.00) 0.00	(1,600.00)	0.00 0.00	(1,600.00)	0.00%	0.00 0.00

Town of Mount Carmel
Statement of Expenditures and Encumbrances
January 2025

Fund : 110			Monthly Comparative:				58.33%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
252	Legal Services		(30,000.00) 0.00	(30,000.00)	20,600.00 0.00	(9,400.00)	68.67%	(3,632.50) 0.00
253	Accounting And Auditing Fees		(40,000.00) 0.00	(40,000.00)	30,870.25 0.00	(9,129.75)	77.18%	9,524.00 0.00
255	Computer Hardware/Software Support		(56,400.00) 0.00	(56,400.00)	13,982.56 0.00	(42,417.44)	24.79%	957.18 0.00
257	Planning And Zoning Services		(15,000.00) 0.00	(15,000.00)	7,725.00 0.00	(7,275.00)	51.50%	0.00 0.00
266	Repair And Maintenance Buildings		(50,000.00) 0.00	(50,000.00)	3,545.06 0.00	(46,454.94)	7.09%	609.46 0.00
280	Travel		(2,500.00) 0.00	(2,500.00)	991.76 0.00	(1,508.24)	39.67%	804.40 0.00
298	Commission Fees		(2,000.00) 0.00	(2,000.00)	1,973.65 0.00	(26.35)	98.68%	380.46 0.00
310	Office Supplies And Postage		(8,000.00) 0.00	(8,000.00)	5,409.28 0.00	(2,590.72)	67.62%	325.83 0.00
312	Pitney Bowes Supplies		(2,200.00) 0.00	(2,200.00)	827.67 0.00	(1,372.33)	37.62%	0.00 0.00
479	Miscellaneous		(4,000.00) 0.00	(4,000.00)	5,385.81 0.00	1,385.81	134.65%	729.91 0.00
625	Operating Lease Copier		(1,500.00) 0.00	(1,500.00)	534.65 0.00	(965.35)	35.64%	70.14 0.00
940	Equipment		(4,000.00) 0.00	(4,000.00)	1,485.29 0.00	(2,514.71)	37.13%	0.00 0.00
947	New Computer/Support/Equipment		(1,500.00) 0.00	(1,500.00)	357.98 0.00	(1,142.02)	23.87%	0.00 0.00
42100	Police Department							
121	Wages		(360,000.00) 0.00	(360,000.00)	162,741.65 0.00	(197,258.35)	45.21%	25,191.98 0.00

Fund : 110			Monthly Comparative:			58.33%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
122			(20,000.00)	(20,000.00)	11,989.64	(8,010.36)	59.95%	2,660.94
	Overtime Wages		0.00		0.00			0.00
141			(30,000.00)	(30,000.00)	12,552.73	(17,447.27)	41.84%	2,006.71
	Oasi (Employer's Share)		0.00		0.00			0.00
142			(75,500.00)	(75,500.00)	19,623.85	(55,876.15)	25.99%	3,166.17
	Employee Insurance		0.00		0.00			0.00
143			(48,000.00)	(48,000.00)	11,989.01	(36,010.99)	24.98%	2,038.85
	Employee Retirement Plan		0.00		0.00			0.00
147			(500.00)	(500.00)	252.27	(247.73)	50.45%	167.11
	Unemployment Insurance		0.00		0.00			0.00
148			(4,500.00)	(4,500.00)	8,560.00	4,060.00	190.22%	3,000.00
	Employee Education And Training		0.00		0.00			0.00
216			(1,000.00)	(1,000.00)	399.90	(600.10)	39.99%	0.00
	Internet Services		0.00		0.00			0.00
219			(1,400.00)	(1,400.00)	1,323.25	(76.75)	94.52%	1,323.25
	Ecom		0.00		0.00			0.00
235			0.00	0.00	197.50	197.50	No Budget	197.50
	Dues		0.00		0.00			0.00
245			(6,000.00)	(6,000.00)	2,651.82	(3,348.18)	44.20%	0.00
	Telephone And Other Communication Services		0.00		0.00			0.00
251			(500.00)	(500.00)	460.00	(40.00)	92.00%	230.00
	Medical Services		0.00		0.00			0.00
255			(15,000.00)	(15,000.00)	12,420.64	(2,579.36)	82.80%	0.00
	Computer Hardware/Software Support		0.00		0.00			0.00
266			(15,000.00)	(15,000.00)	13,804.18	(1,195.82)	92.03%	0.00
	Repair And Maintenance Buildings		0.00		0.00			0.00
280			(2,500.00)	(2,500.00)	961.15	(1,538.85)	38.45%	0.00
	Travel		0.00		0.00			0.00
310			(3,000.00)	(3,000.00)	3,453.46	453.46	115.12%	263.27
	Office Supplies And Postage		0.00		0.00			0.00

Fund : 110		Monthly Comparative:				58.33%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
320	Operating Supplies		(5,000.00)	(5,000.00)	4,526.57	(473.43)	90.53%	183.20
			0.00		0.00			0.00
325	Bullet Proof Vests		(2,000.00)	(2,000.00)	1,275.00	(725.00)	63.75%	0.00
			0.00		0.00			0.00
326	Clothing And Uniforms		(4,000.00)	(4,000.00)	4,673.35	673.35	116.83%	0.00
			0.00		0.00			0.00
329	E-TICKET SUPPLIES		(800.00)	(800.00)	0.00	(800.00)	0.00%	0.00
			0.00		0.00			0.00
330	Vehicle Operating Expense		(25,000.00)	(25,000.00)	5,654.81	(19,345.19)	22.62%	1,602.06
			0.00		0.00			0.00
331	Fuel Expense		(20,000.00)	(20,000.00)	5,597.09	(14,402.91)	27.99%	311.21
			0.00		0.00			0.00
336	Radio Expense		(4,500.00)	(4,500.00)	225.44	(4,274.56)	5.01%	207.00
			0.00		0.00			0.00
479	Miscellaneous		(1,500.00)	(1,500.00)	1,276.28	(223.72)	85.09%	250.00
			0.00		0.00			0.00
560	Dept Of Safety Charges		(6,500.00)	(6,500.00)	687.45	(5,812.55)	10.58%	129.82
			0.00		0.00			0.00
625	Operating Lease Copier		(2,000.00)	(2,000.00)	454.13	(1,545.87)	22.71%	78.19
			0.00		0.00			0.00
705	THSO HI VISIBILITY GRANT FY 20-21		(5,000.00)	(5,000.00)	7,546.60	2,546.60	150.93%	7,546.60
			0.00		0.00			0.00
940	Equipment		(60,000.00)	(60,000.00)	57,227.00	(2,773.00)	95.38%	0.00
			0.00		0.00			0.00
42129	Drug Fund							
940	Equipment		(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
			0.00		0.00			0.00
42200	Fire Department							
121	Wages		(92,000.00)	(92,000.00)	41,285.20	(50,714.80)	44.88%	4,637.38
			0.00		0.00			0.00

Town of Mount Carmel
Statement of Expenditures and Encumbrances
January 2025

Fund : 110				Monthly Comparative:		58.33%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
141			(7,000.00)	(7,000.00)	3,153.22	(3,846.78)	45.05%	354.75
	Oasi (Employer's Share)		0.00		0.00			0.00
147			(500.00)	(500.00)	97.90	(402.10)	19.58%	27.84
	Unemployment Insurance		0.00		0.00			0.00
148			(6,000.00)	(6,000.00)	2,402.40	(3,597.60)	40.04%	0.00
	Employee Education And Training		0.00		0.00			0.00
235			(500.00)	(500.00)	50.00	(450.00)	10.00%	0.00
	Dues		0.00		0.00			0.00
238			(3,000.00)	(3,000.00)	3,433.52	433.52	114.45%	0.00
	Public Relations/Parade		0.00		0.00			0.00
240			(13,000.00)	(13,000.00)	3,219.10	(9,780.90)	24.76%	188.74
	Utilities		0.00		0.00			0.00
245			(800.00)	(800.00)	369.75	(430.25)	46.22%	0.00
	Telephone And Other Communication Services		0.00		0.00			0.00
251			(500.00)	(500.00)	50.00	(450.00)	10.00%	0.00
	Medical Services		0.00		0.00			0.00
255			(3,000.00)	(3,000.00)	344.27	(2,655.73)	11.48%	0.00
	Computer Hardware/Software Support		0.00		0.00			0.00
266			(42,000.00)	(42,000.00)	42,533.01	533.01	101.27%	0.00
	Repair And Maintenance Buildings		0.00		0.00			0.00
280			(1,000.00)	(1,000.00)	580.90	(419.10)	58.09%	0.00
	Travel		0.00		0.00			0.00
281			(8,000.00)	(8,000.00)	10,346.16	2,346.16	129.33%	5,670.50
	Osha Testing		0.00		0.00			0.00
290			(2,000.00)	(2,000.00)	1,350.00	(650.00)	67.50%	0.00
	Contractual Services		0.00		0.00			0.00
310			(1,000.00)	(1,000.00)	615.54	(384.46)	61.55%	0.00
	Office Supplies And Postage		0.00		0.00			0.00
320			(2,000.00)	(2,000.00)	865.82	(1,134.18)	43.29%	0.00
	Operating Supplies		0.00		0.00			0.00

Fund : 110			Monthly Comparative:				58.33%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
326		Clothing And Uniforms	(3,000.00) 0.00	(3,000.00)	1,373.65 0.00	(1,626.35)	45.79%	0.00 0.00
330		Vehicle Operating Expense	(30,000.00) 0.00	(30,000.00)	13,394.64 0.00	(16,605.36)	44.65%	1,415.00 0.00
331		Fuel Expense	(6,000.00) 0.00	(6,000.00)	2,380.63 0.00	(3,619.37)	39.68%	253.70 0.00
336		Radio Expense	(5,000.00) 0.00	(5,000.00)	4,205.00 0.00	(795.00)	84.10%	0.00 0.00
344		Fire Department Equipment	(18,000.00) 0.00	(18,000.00)	15,528.04 0.00	(2,471.96)	86.27%	289.99 0.00
479		Miscellaneous	(1,000.00) 0.00	(1,000.00)	2,332.00 0.00	1,332.00	233.20%	29.00 0.00
940		Equipment	(145,000.00) 0.00	(145,000.00)	152,128.71 0.00	7,128.71	104.92%	32,136.00 0.00
42400		Animal Control Department						
121		Wages	(17,000.00) 0.00	(17,000.00)	9,238.34 0.00	(7,761.66)	54.34%	549.15 0.00
141		Oasi (Employer's Share)	(1,500.00) 0.00	(1,500.00)	706.73 0.00	(793.27)	47.12%	42.01 0.00
147		Unemployment Insurance	(100.00) 0.00	(100.00)	3.29 0.00	(96.71)	3.29%	3.29 0.00
148		Employee Education And Training	(100.00) 0.00	(100.00)	0.00 0.00	(100.00)	0.00%	0.00 0.00
170		Fees	(8,000.00) 0.00	(8,000.00)	4,550.00 0.00	(3,450.00)	56.88%	125.00 0.00
235		Dues	(100.00) 0.00	(100.00)	0.00 0.00	(100.00)	0.00%	0.00 0.00
240		Utilities	(100.00) 0.00	(100.00)	0.00 0.00	(100.00)	0.00%	0.00 0.00

Template Name: LGC Statement of Expenditure
Created by: LGC

Town of Mount Carmel
Statement of Expenditures and Encumbrances
January 2025

User: Tyler Williams
Date/Time: 2/11/2025 4:06 PM
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Fund : 110			Monthly Comparative:			58.33%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
245		Telephone And Other Communication Services	(600.00)	(600.00)	246.83	(353.17)	41.14%	0.00
251		Medical Services	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
320		Operating Supplies	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
326		Clothing And Uniforms	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
330		Vehicle Operating Expense	(1,100.00)	(1,100.00)	1,335.00	235.00	121.36%	660.00
331		Fuel Expense	(2,600.00)	(2,600.00)	864.60	(1,735.40)	33.25%	30.24
940		Equipment	(4,500.00)	(4,500.00)	0.00	(4,500.00)	0.00%	0.00
42420		Building Inspection/Stormwater Managemnt						
148		Employee Education And Training	(2,600.00)	(2,600.00)	0.00	(2,600.00)	0.00%	0.00
235		Dues	(32,900.00)	(32,900.00)	40,185.64	7,285.64	122.14%	5,940.00
269		Demolition	(25,000.00)	(25,000.00)	0.00	(25,000.00)	0.00%	0.00
320		Operating Supplies	(2,000.00)	(2,000.00)	51.99	(1,948.01)	2.60%	0.00
479		Miscellaneous	(550.00)	(550.00)	41.80	(508.20)	7.60%	0.00
43100		Highways And Streets						
121		Wages	(251,000.00)	(251,000.00)	129,275.28	(121,724.72)	51.50%	18,546.40
122		Overtime Wages	(5,000.00)	(5,000.00)	4,624.19	(375.81)	92.48%	1,951.78
			0.00	0.00	0.00			0.00

Fund : 110										Monthly Comparative:		58.33%
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance				
141			(19,700.00)	(19,700.00)	9,338.17	(10,361.83)	47.40%	1,458.07				
		Oasi (Employer's Share)	0.00		0.00			0.00				
142			(42,000.00)	(42,000.00)	25,016.71	(16,983.29)	59.56%	3,231.45				
		Employee Insurance	0.00		0.00			0.00				
143			(31,000.00)	(31,000.00)	9,603.19	(21,396.81)	30.98%	1,500.47				
		Employee Retirement Plan	0.00		0.00			0.00				
147			(500.00)	(500.00)	123.00	(377.00)	24.60%	123.00				
		Unemployment Insurance	0.00		0.00			0.00				
148			(1,500.00)	(1,500.00)	0.00	(1,500.00)	0.00%	0.00				
		Employee Education And Training	0.00		0.00			0.00				
216			(2,000.00)	(2,000.00)	856.15	(1,143.85)	42.81%	0.00				
		Internet Services	0.00		0.00			0.00				
240			(8,500.00)	(8,500.00)	2,344.38	(6,155.62)	27.58%	400.61				
		Utilities	0.00		0.00			0.00				
245			(2,800.00)	(2,800.00)	1,231.90	(1,568.10)	44.00%	0.00				
		Telephone And Other Communication Services	0.00		0.00			0.00				
251			(500.00)	(500.00)	280.00	(220.00)	56.00%	80.00				
		Medical Services	0.00		0.00			0.00				
266			(3,000.00)	(3,000.00)	2,574.38	(425.62)	85.81%	372.70				
		Repair And Maintenance Buildings	0.00		0.00			0.00				
268			(15,000.00)	(15,000.00)	300.00	(14,700.00)	2.00%	0.00				
		Repair And Maintenance Roads And Streets	0.00		0.00			0.00				
280			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00				
		Travel	0.00		0.00			0.00				
294			(3,500.00)	(3,500.00)	518.73	(2,981.27)	14.82%	0.00				
		Equipment Leasing	0.00		0.00			0.00				
310			(500.00)	(500.00)	346.00	(154.00)	69.20%	0.00				
		Office Supplies And Postage	0.00		0.00			0.00				
320			(8,000.00)	(8,000.00)	4,069.37	(3,930.63)	50.87%	750.94				
		Operating Supplies	0.00		0.00			0.00				

Fund : 110			Monthly Comparative:			58.33%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
326		Clothing And Uniforms	(4,500.00) 0.00	(4,500.00)	2,862.53 0.00	(1,637.47)	63.61%	162.00 0.00
330		Vehicle Operating Expense	(25,000.00) 0.00	(25,000.00)	10,069.70 0.00	(14,930.30)	40.28%	488.48 0.00
331		Fuel Expense	(35,000.00) 0.00	(35,000.00)	15,277.80 0.00	(19,722.20)	43.65%	273.01 0.00
479		Miscellaneous	(1,000.00) 0.00	(1,000.00)	929.26 0.00	(70.74)	92.93%	0.00 0.00
482		Drainage Repair	(1,000.00) 0.00	(1,000.00)	0.00 0.00	(1,000.00)	0.00%	0.00 0.00
931		Paving	(330,000.00) 0.00	(330,000.00)	259,265.80 0.00	(70,734.20)	78.57%	0.00 0.00
940		Equipment	(230,000.00) 0.00	(230,000.00)	220,631.59 0.00	(9,368.41)	95.93%	0.00 0.00
43190	State Street Aid							
247		Street Lighting	(80,000.00) 0.00	(80,000.00)	35,993.25 0.00	(44,006.75)	44.99%	6,172.48 0.00
342		Sign Parts And Supplies	(8,000.00) 0.00	(8,000.00)	2,371.31 0.00	(5,628.69)	29.64%	0.00 0.00
343		Traffic Light Maintenance	(2,000.00) 0.00	(2,000.00)	384.00 0.00	(1,616.00)	19.20%	0.00 0.00
400		Materials And Supplies	(30,000.00) 0.00	(30,000.00)	15,508.88 0.00	(14,491.12)	51.70%	11,610.77 0.00
931		Paving	(50,000.00) 0.00	(50,000.00)	3,875.32 0.00	(46,124.68)	7.75%	536.96 0.00
940		Equipment	(5,000.00) 0.00	(5,000.00)	10,420.03 0.00	5,420.03	208.40%	253.55 0.00
43200	Solid Waste And Recycling							
121		Wages	(51,400.00) 0.00	(51,400.00)	29,112.34 0.00	(22,287.66)	56.64%	3,891.72 0.00

Town of Mount Carmel
Statement of Expenditures and Encumbrances
January 2025

Fund : 110			Monthly Comparative:			58.33%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
122	Overtime Wages		(2,500.00) 0.00	(2,500.00)	1,245.84 0.00	(1,254.16)	49.83%	177.98 0.00
141	Oasi (Employer's Share)		(4,100.00) 0.00	(4,100.00)	2,021.00 0.00	(2,079.00)	49.29%	271.14 0.00
142	Employee Insurance		(13,000.00) 0.00	(13,000.00)	7,605.40 0.00	(5,394.60)	58.50%	1,079.60 0.00
143	Employee Retirement Plan		(8,000.00) 0.00	(8,000.00)	2,182.55 0.00	(5,817.45)	27.28%	297.90 0.00
147	Unemployment Insurance		(100.00) 0.00	(100.00)	24.42 0.00	(75.58)	24.42%	24.42 0.00
251	Medical Services		(100.00) 0.00	(100.00)	0.00 0.00	(100.00)	0.00%	0.00 0.00
290	Contractual Services		(245,000.00) 0.00	(245,000.00)	120,715.50 0.00	(124,284.50)	49.27%	20,121.75 0.00
320	Operating Supplies		(500.00) 0.00	(500.00)	209.75 0.00	(290.25)	41.95%	41.95 0.00
330	Vehicle Operating Expense		(23,000.00) 0.00	(23,000.00)	6,011.03 0.00	(16,988.97)	26.13%	410.50 0.00
44440	Recreation							
240	Utilities		(20,000.00) 0.00	(20,000.00)	2,422.57 0.00	(17,577.43)	12.11%	28.05 0.00
300	Veteran War Memorial Park		(1,000.00) 0.00	(1,000.00)	182.48 0.00	(817.52)	18.25%	182.48 0.00
320	Operating Supplies		(1,500.00) 0.00	(1,500.00)	747.40 0.00	(752.60)	49.83%	397.97 0.00
479	Miscellaneous		(250.00) 0.00	(250.00)	483.74 0.00	233.74	193.50%	0.00 0.00
715	Land Purchase		(400,000.00) 0.00	(400,000.00)	0.00 0.00	(400,000.00)	0.00%	0.00 0.00

Fund : 110			Monthly Comparative:				58.33%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
725		Park Development And Operation	(60,000.00)	(60,000.00)	23,876.63	(36,123.37)	39.79%	0.00
910		Land	(200,000.00)	(200,000.00)	0.00	(200,000.00)	0.00%	0.00
44800		Library						0.00
121		Wages	(45,500.00)	(45,500.00)	25,180.81	(20,319.19)	55.34%	3,069.49
141		Oasi (Employer's Share)	(4,000.00)	(4,000.00)	1,926.34	(2,073.66)	48.16%	234.82
147		Unemployment Insurance	(140.00)	(140.00)	54.91	(85.09)	39.22%	18.42
148		Employee Education And Training	(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
216		Internet Services	(3,000.00)	(3,000.00)	948.27	(2,051.73)	31.61%	0.00
240		Utilities	(5,000.00)	(5,000.00)	1,079.70	(3,920.30)	21.59%	0.00
245		Telephone And Other Communication Services	(1,000.00)	(1,000.00)	62.42	(937.58)	6.24%	0.00
251		Medical Services	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
255		Computer Hardware/Software Support	(1,100.00)	(1,100.00)	71.97	(1,028.03)	6.54%	0.00
266		Repair And Maintenance Buildings	(3,000.00)	(3,000.00)	675.00	(2,325.00)	22.50%	0.00
280		Travel	(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
310		Office Supplies And Postage	(1,500.00)	(1,500.00)	1,061.27	(438.73)	70.75%	64.40
			0.00		0.00			0.00

Town of Mount Carmel
Statement of Expenditures and Encumbrances
January 2025

Fund : 110									
Monthly Comparative: 58.33%									
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance	
479			(400.00)	(400.00)	110.01	(289.99)	27.50%	0.00	0.00
	Miscellaneous		0.00		0.00			0.00	0.00
490			(5,300.00)	(5,300.00)	3,721.76	(1,578.24)	70.22%	335.10	335.10
	BOOKS		0.00		0.00			0.00	0.00
619			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00	0.00
	Library Training Grant 20-21		0.00		0.00			0.00	0.00
625			(500.00)	(500.00)	284.55	(215.45)	56.91%	42.34	42.34
	Operating Lease Copier		0.00		0.00			0.00	0.00
721			(2,000.00)	(2,000.00)	202.94	(1,797.06)	10.15%	0.00	0.00
	Summer Reading Program		0.00		0.00			0.00	0.00
Total For Fund: 110			(4,585,760.00)	(4,585,760.00)	2,233,748.80	(2,352,011.20)	48.71%	239,821.74	239,821.74
			0.00		0.00			0.00	0.00

Fund : 412		Monthly Comparative:				58.33%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
52200	Sewer							
121		Wages	(215,000.00) 0.00	(215,000.00)	98,411.44 0.00	(116,588.56)	45.77%	9,635.33 0.00
122		Overtime Wages	(15,000.00) 0.00	(15,000.00)	8,534.34 0.00	(6,465.66)	56.90%	1,369.95 0.00
141		Oasi (Employer's Share)	(20,000.00) 0.00	(20,000.00)	7,716.20 0.00	(12,283.80)	38.58%	790.85 0.00
142		Employee Insurance	(60,000.00) 0.00	(60,000.00)	12,525.11 0.00	(47,474.89)	20.88%	1,141.05 0.00
143		Employee Retirement Plan	(35,000.00) 0.00	(35,000.00)	7,709.56 0.00	(27,290.44)	22.03%	805.59 0.00
146		Workmen's Compensation	(5,000.00) 0.00	(5,000.00)	29,329.83 0.00	24,329.83	586.60%	9,487.18 0.00
147		Unemployment Insurance	(500.00) 0.00	(500.00)	84.70 0.00	(415.30)	16.94%	66.04 0.00
148		Employee Education And Training	(2,000.00) 0.00	(2,000.00)	0.00 0.00	(2,000.00)	0.00%	0.00 0.00
216		Internet Services	(800.00) 0.00	(800.00)	398.88 0.00	(401.12)	49.86%	0.00 0.00
235		Dues	(2,200.00) 0.00	(2,200.00)	1,010.00 0.00	(1,190.00)	45.91%	0.00 0.00
240		Utilities	(110,000.00) 0.00	(110,000.00)	64,681.35 0.00	(45,318.65)	58.80%	169.91 0.00
245		Telephone And Other Communication Services	(5,000.00) 0.00	(5,000.00)	1,658.60 0.00	(3,341.40)	33.17%	0.00 0.00
251		Medical Services	(500.00) 0.00	(500.00)	150.00 0.00	(350.00)	30.00%	0.00 0.00
252		Legal Services	(5,000.00) 0.00	(5,000.00)	9,048.50 0.00	4,048.50	180.97%	0.00 0.00

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
January 2025

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Fund : 412			Monthly Comparative:				58.33%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
253		Accounting And Auditing Fees	(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
			0.00		0.00			0.00
254		Engineering Services	(20,000.00)	(20,000.00)	108,317.06	88,317.06	541.59%	12,770.00
			0.00		0.00			0.00
255		Computer Hardware/Software Support	(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
			0.00		0.00			0.00
260		Repair And Maintenance Services	(10,000.00)	(10,000.00)	13,674.36	3,674.36	136.74%	1,978.44
			0.00		0.00			0.00
268		Repair And Maintenance Roads And Streets	(7,000.00)	(7,000.00)	1,455.44	(5,544.56)	20.79%	0.00
			0.00		0.00			0.00
280		Travel	(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
			0.00		0.00			0.00
290		Contractual Services	(8,000.00)	(8,000.00)	62,741.03	54,741.03	784.26%	5,557.50
			0.00		0.00			0.00
298		Commission Fees	(20,000.00)	(20,000.00)	14,181.00	(5,819.00)	70.91%	2,025.00
			0.00		0.00			0.00
310		Office Supplies And Postage	(500.00)	(500.00)	543.54	43.54	108.71%	0.00
			0.00		0.00			0.00
320		Operating Supplies	(15,000.00)	(15,000.00)	13,024.15	(1,975.85)	86.83%	(395.00)
			0.00		0.00			0.00
322		Chemicals	(20,000.00)	(20,000.00)	8,622.63	(11,377.37)	43.11%	1,249.00
			0.00		0.00			0.00
326		Clothing And Uniforms	(8,000.00)	(8,000.00)	1,144.61	(6,855.39)	14.31%	170.10
			0.00		0.00			0.00
330		Vehicle Operating Expense	(5,000.00)	(5,000.00)	518.96	(4,481.04)	10.38%	0.00
			0.00		0.00			0.00
331		Fuel Expense	(5,500.00)	(5,500.00)	2,284.99	(3,215.01)	41.55%	79.36
			0.00		0.00			0.00
361		Pump Station Repair And Maintenance	(75,000.00)	(75,000.00)	1,203.51	(73,796.49)	1.60%	78.51
			0.00		0.00			0.00

Town of Mount Carmel
Statement of Expenditures and Encumbrances
January 2025

Fund : 412			Monthly Comparative:		58.33%			
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
362		Residential Pump Repair And Maintenance	(75,000.00)	(75,000.00)	83,101.53	8,101.53	110.80%	23,972.67
363			0.00		0.00			0.00
		Sewer Line Repair And Maintenance	(1,500.00)	(1,500.00)	0.00	(1,500.00)	0.00%	0.00
			0.00		0.00			0.00
364		Wastewater Plant Repair And Maintenance	(50,000.00)	(50,000.00)	28,701.01	(21,298.99)	57.40%	0.00
401			0.00		0.00			0.00
		CONSTRUCTION	(1,800,000.00)	(1,800,000.00)	489,177.53	(1,310,822.47)	27.18%	14,596.15
			0.00		0.00			0.00
479		Miscellaneous	(1,000.00)	(1,000.00)	167.90	(832.10)	16.79%	0.00
			0.00		0.00			0.00
510		Insurance	(21,000.00)	(21,000.00)	0.00	(21,000.00)	0.00%	0.00
			0.00		0.00			0.00
533		Machinery And Equipment Rental	(25,000.00)	(25,000.00)	15,000.00	(10,000.00)	60.00%	(5,000.00)
			0.00		0.00			0.00
540		Depreciation	(240,000.00)	(240,000.00)	0.00	(240,000.00)	0.00%	0.00
			0.00		0.00			0.00
596		State Permit Fees	(3,500.00)	(3,500.00)	0.00	(3,500.00)	0.00%	0.00
			0.00		0.00			0.00
614		2013 Rev/Tax Refunding Bonds	(40,000.00)	(40,000.00)	0.00	(40,000.00)	0.00%	0.00
			0.00		0.00			0.00
635		Tlida Interest	(6,000.00)	(6,000.00)	1,607.84	(4,392.16)	26.80%	0.00
			0.00		0.00			0.00
691		Bank Service Charges	(120.00)	(120.00)	0.00	(120.00)	0.00%	0.00
			0.00		0.00			0.00
940		Equipment	(75,000.00)	(75,000.00)	0.00	(75,000.00)	0.00%	0.00
			0.00		0.00			0.00
952		Bfi Sludge Disposal	(50,000.00)	(50,000.00)	17,905.64	(32,094.36)	35.81%	168.16
			0.00		0.00			0.00
955		Belt Press/Roto Rooter Maintenance	(1,500.00)	(1,500.00)	78.20	(1,421.80)	5.21%	0.00
			0.00		0.00			0.00

Fund : 412			Monthly Comparative:				58.33%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	YTD		Funds Available	% Used	MTD Actual/ Encumbrance
				Total Budget	Expenditures/ Encumbrances			
956			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
	Sewer Plant Blowers		0.00		0.00			0.00
Total For Fund: 412			(3,068,620.00)	(3,068,620.00)	1,104,709.44	(1,963,910.56)	36.00%	80,715.79
			0.00		0.00			0.00

Police Department
Monthly Report
January 2025



Incidents

January 2025

Total Incidents	11
Total Arrests	3
Total Drug Charges	1
Total Murders	0
Total Rapes	0
Total Other Sexual Assaults	0
Total Kidnappings	0
Total Domestic Violence	0
Total Date Violence	0
Total Stalking	0

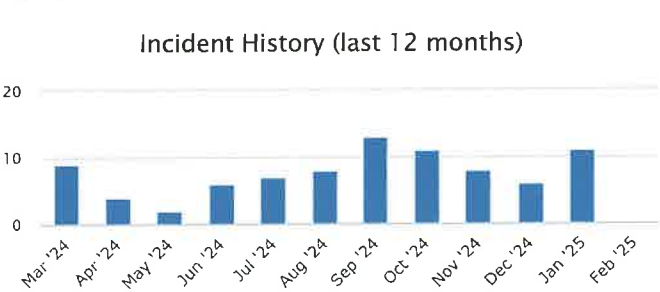
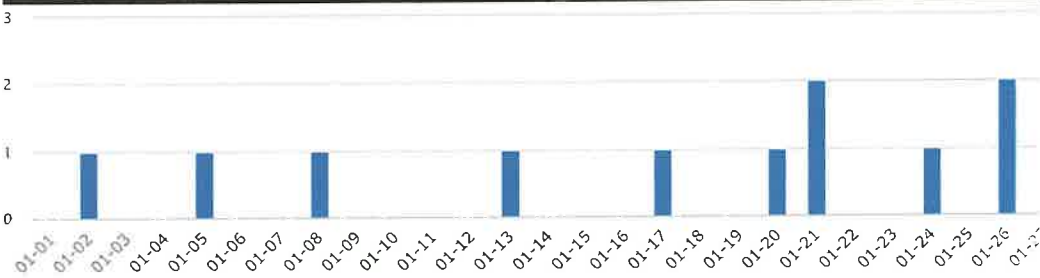
Parties

Individuals	19
Organizations	2
Juveniles	1
Expunged	0
Infectious	0
Quarantined	0
Complainants	4
Victims	9
Suspects	8
Unsubs	0
Witnesses	1
Responders	0
Healthcare Professionals	0
Other	4

Arrests

Juveniles	0
Teens	0
Adults - 20s	1
Adults - 30s	1
Adults - 40s	1
Adults - 50s	0
Adults - 60s	0
Seniors - 65+	0

Incidents (January 2025)



Arrest Race



Hawkins County ECD
2291 E MAIN ST ROGERSVILLE , TN 37857

CFS By Department - Select Department By Date

For MOUNT CARMEL PD 01/01/2025 00:00 - 01/31/2025 23:59

MOUNT CARMEL PD, Average response 2:55	Count	Percent
911 UNKNOWN	4	2.70%
ANIMAL COMPLAINT	16	10.81%
ASSAULT	2	1.35%
ATTEMPT TO CONTACT	1	0.68%
BREATHING PROBLEM	1	0.68%
BURGLARY-IN PROGRESS	1	0.68%
CHILD CUSTODY PROBLEM	1	0.68%
DISTURBANCE	8	5.41%
DOMESTIC DISTURBANCE	2	1.35%
EMS MUTUAL AID	1	0.68%
FALL	1	0.68%
FOLLOW UP	9	6.08%
HARASSMENT	2	1.35%
IDENTITY THEFT	2	1.35%
JUVENILE INCIDENT	3	2.03%
LE ALARM-COMMERCIAL	1	0.68%
LE INFORMATION	4	2.70%
MOTORIST ASSIST	5	3.38%
MVC-INJURIES	1	0.68%
MVC-NO INJURIES	6	4.05%
OUTSIDE FIRE	1	0.68%
PROPERTY DAMAGE	1	0.68%
PROWLER	2	1.35%
RECKLESS DRIVER	8	5.41%
ROADWAY HAZARD	3	2.03%
SICK PERSON	2	1.35%
STROKE	1	0.68%
STRUCTURE FIRE-RESIDENTIAL	2	1.35%
SUICIDAL PERSON	1	0.68%
SUSPICIOUS ACTIVITY	3	2.03%
THEFT	2	1.35%
TRAFFIC STOP	44	29.73%
TRESPASSING	1	0.68%
UNCONSCIOUS	2	1.35%
VEHICLE FIRE	1	0.68%
WARRANT SERVICE	1	0.68%
WELFARE CHECK	2	1.35%
Total Records For MOUNT CARMEL PD	148	Group/Total 100.00%
Total Records		148

Hawkins County ECD
2291 E MAIN ST ROGERSVILLE , TN 37857

CFS By ESN Type Department Summary Report

01/01/2025 - 01/31/2025

259

HAWKINS COUNTY SO, Average response 7:47

Call Type	Count
911 UNKNOWN	2
ANIMAL COMPLAINT	2
ASSAULT	1
DISTURBANCE	5
DISTURBANCE W/WEAPON	1
DOMESTIC DISTURBANCE	1
ESCORT	2
FOLLOW UP	5
JUVENILE INCIDENT	1
LE ALARM-COMMERCIAL	3
LE ALARM-RESIDENTIAL	2
LE INFORMATION	2
MOTORIST ASSIST	1
MVC-INJURIES	1
MVC-NO INJURIES	1
OVERDOSE/POISONING	1
PATROL/PREMISE CHECK	2
RECKLESS DRIVER	3
ROADWAY HAZARD	1
SUICIDAL PERSON	1
SUSPICIOUS ACTIVITY	4
THEFT	1
TRAFFIC STOP	10
TRESPASSING	1
VANDALISM	1
WARRANT SERVICE	11
WELFARE CHECK	2
Dept Sub Total	68
ESN Sub Total	68

Customer Management Report (Mount Carmel) All Detection Types
01-Jan-2025 to 31-Jan-2025 Operator Id: %

	MOU-111HA-01	MOU-111HA-02	TOTAL

Total Processed Incidents 278 291 569

Less Uncontrollable Factors

Obstruction	Plate Obstruction	16	15	31
	Vehicle Obstruction	1	3	4
Police Rejects	Emergency Vehicle Responding	8	0	8
	Funeral Procession/Police	0	5	5
	Incorrect/Incomplete DMV	6	7	13
	Police Discretion	133	153	286
	Sun Glare	0	6	6
	Weather Conditions	2	6	8
Policy/Weather	Extended Vehicle	30	30	60
	Sun Glare	0	1	1
	Weather/Nature	1	0	1
Registration Issues	Paper Plates	10	19	29
	Wrong or No DMV	1	0	1
Total		208	245	453

Sub Total Violations 70 46 116
Less in Progress 28 14 42
Available For Prosecution 42 32 74

Less Rejects

Camera Malfunction	Rear Plate Camera Blurry	1-02%	4-12%	5-07%
	Rear Plate No Flash	3-07%	0-00%	3-04%
	Scene Image No Flash	1-02%	0-00%	1-01%
Total		5-12%	4-12%	9-12%

Approved Violations 37-88% 28-88% 65-88%

Generated By: DLARSON
Generated On: 2/4/2025 11:26:49 AM

Customer Management Report (Mount Carmel) All Detection Types

01-Jan-2025 to 31-Jan-2025

Operator Id: %

	MOU-111HA-01	MOU-111HA-02	TOTAL
Total Notices Printed	37-88%	28-88%	65-88%

Legend: (P) = Production (I) = Inoperative

Note: If you selected "All" from the "Approach:" drop down list, the statuses reflected in this report will only indicate the current

Generated By: DLARSON

Generated On: 2/4/2025 11:26:49 AM

© Reflex Traffic Systems, Inc.



REDFLEX
TRAFFIC SYSTEMS

CUSTOMER MANAGEMENT SUMMARY REPORT

Customer Management Report (Mount Carmel) All Detection Types

01-Jan-2025 to 31-Jan-2025

	<u>PROCESSED INCIDENTS</u>	<u>REJECTED INCIDENTS</u>	<u>IN PROGRESS</u>	<u>AVAILABLE FOR PROSECUTION</u>	<u>REJECTED VIOLATIONS</u>	<u>APPROVED VIOLATIONS</u>	<u>TOTAL NOTICES PRINTED</u>	<u>ISSUANCE RATE</u>
MOU-11HA-01	278	208	28	42	5	37	37	88%
MOU-11HA-02	291	245	14	32	4	28	28	88%
TOTAL	569	453	42	74	9	65	65	88%

Generated By: DLARSON

Generated On: 2/4/2025 11:28:30 AM

Mount Carmel Municipal Report

Report for: January 2025

Charge	Number of
Driver's license to be carried 55-50-351	1
Driver's license violation residency law 55-50-333	
Driving left of center 55-8-120	
Driving right lane except to pass 55-8-115	
Driving too slow-impeding flow of traffic 55-8-154	
Driving without a license 55-50-301	1
Due Care 55-8-136	2
Failure to Appear- Municipal 39-16-609	
Financial responsibility 55-12-139	
Light law violation 55-9-402	
Move over law 55-8-132	
Muffler law 55-9-202	
Driving Unregistered Vehicle 55-3-102	
Registration- expired plate 55-4-110	
Registration – improper display 55-4-110	
Registration – misuse 55-5-115	
Registration – No certificate in vehicle 55-4-104	2
Seat belt required 55-9-603	
Speeding 55-8-152	7
Stop sign violation 55-8-149	2
Traffic control signal violation 55-8-110	
Texting/ Hands free law 55-8-199	
Driving on suspended/ revoked license 55-50-504	
Possession of a revoked, suspended, altered license 55-50-601	
Improper left turn 55-8-140	
Animal Running at large MC-10-101 Dogs (10-203)	
Failure to dim lights 55-9-407	
No U-turn 55-8-109	
Failure to yield right of way causing accident 55-8-197	
Registration- Address incorrect 55-4-131	
No parking violation 55-8-160	
Child restraint law 55-9-602	
Improper Lane Use 55-8-123	1
Total	16

Custom ▾ Jan 1, 2025 - Jan 31, 2025 ▾

41%

FIRE
Percentage of Total Incidents

59%

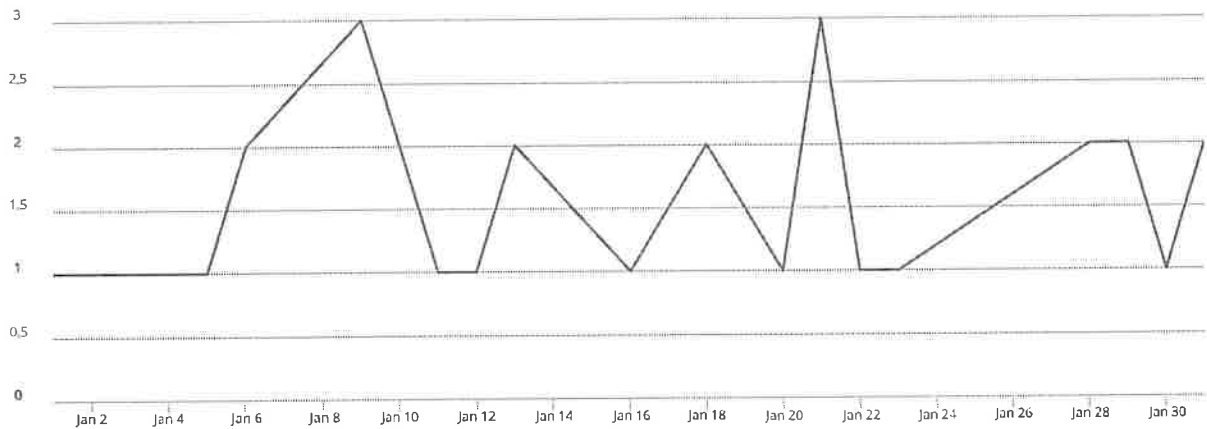
EMS
Percentage of Total Incidents

29

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	1/5/25	1/12/25	1/19/25	1/26/25	2/2/25	2/9/25	2/16/25	2/23/25	3/2/25	3/9/25	3/16/25	3/23/25	3/30/25	Total
(11) Structure Fire				1										1
(14) Natural vegetation fire					1									1
(31) Medical assist	1	6		2	3									12
(32) Emergency medical service (EMS) incident		1	1		3									5
(44) Electrical wiring/equipm. problem			1											1
(46) Accident, potential accident			1											1
(55) Public service assistance			1											1
(61) Dispatched and canceled en route		1		1										2
(62) Wrong location, no emergency found	1	1		1										3
(67) HazMat release investigation w/no HazMat			1											1
(73) System or detector malfunction				1										1
Total	2	9	5	6	7									29

Mount Carmel Fire Department

Mitch Walker, Fire Chief



February 2nd, 2025

To: James Stables, City Manager

Ref: January 2025 Monthly Report

The Mount Carmel Fire Department answered a total of 29 calls for service during the month of January. Day shift personnel answered 20 calls, and 9 calls were answered by the volunteer staff. Our average dispatch to arrival time was 5:21 with a 90th percentile of 10:34. Calls for service included a structure fire, brush fire, and multiple vehicle accidents. The department also saw an uptick in EMS assist calls during inclement weather.

Mount Carmel Fire members have hit the ground running with new year. We worked to install the skid unit for the side-by-side. This apparatus is now fully functional, further training will be conducted over the coming weeks. We are very thankful to Norfolk Southern and Cardinal Glass for bringing this project into reality. Members also worked on numerous projects around the station to continually improve our functionality and professionalism. We also received the intent to award notification from the Tennessee Fire Marshal's Office Volunteer Fire Equipment grant, this is non-matching and funds \$70,000 for us to be able to replace our outdated SCBA compressor and fill-station.

During the month we conducted two courses for the Volunteer Fire Incentive Program through the Tennessee Fire Commission. We are thrilled to implement that program this year and hope to see every member eligible receive the training incentive from the state of \$600. Two members passed their commission HMA exam and one member passed their commission HMO exam.

Thank you and the BMA for your continued support.

Respectfully,

Mitch Walker, Fire Chief



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor Gibson, Vice Mayor Bare, and Alderman Gilliam,
Alderman Patrick, Alderman Shugart, Alderman Binstock, Alderman Cross

THRU: Allen Coup, Town Attorney

FROM: James Stables, Interim Town Administrator-Town Manager

DATE: February 27, 2025

RE: **RESOLUTION NO. 25-645 RESOLUTION ENDING THE INTERIM TOWN
ADMINISTRATOR TIME AND TITLE FOR JAMES STABLES, AND
APPOINTING HIM AS THE TOWN ADMINISTRATOR-TOWN MANAGER**

SUMMARY:

This resolution concludes James Stables interim time as Town Administrator-Town Manager, and establishes certain benefits, certain conditions of employment, and set working conditions for him as the Town Administrator-Town Manager.

REQUESTING DEPARTMENT(S):

Board of Mayor and Aldermen

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

No staff recommendation

ATTACHMENTS:

Employment Agreement for James Stables, Town Administrator-Town Manager (3 pages)



RESOLUTION 25-645
RESOLUTION ENDING THE INTERIM TOWN
ADMINISTRATOR TIME AND TITLE FOR JAMES STABLES,
AND APPOINTING HIM AS THE TOWN ADMINISTRATOR-
TOWN MANAGER

BEFORE THE MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL,
TENNESSEE

WHEREAS, the Town of Mount Carmel employed James Stables on August 19, 2024, as the Interim Town Administrator-Town Manager, and,

WHEREAS, James Stables has performed his duties as Interim Town Administrator with a high level of skill, professionalism, and dedication consistent with the expectations of the Board of Mayor and Aldermen, and;

WHEREAS, the Board of Mayor and Aldermen of the Town of Mount Carmel desire to conclude James Stables status as the Interim Town Administrator-Town Manager and employ him as the Town Administrator-Town Manager in accordance with the provisions of this Agreement, the Mount Carmel Charter, Mount Carmel Municipal Code and Ordinances, and the laws of the State of Tennessee, and;

WHEREAS, the adoption of this resolution will designate James Stables as the Mount Carmel Town Administrator-Town Manager and provide certain benefits, establish certain conditions of employment, and to establish working conditions for him; and;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows

SECTION I. *James Stables shall be designated as the Town Administrator-Town Manager for the Town of Mount Carmel, and employed under the mutual covenants contained and within the employment agreement,*

Be It Resolved, the 27th day of February 2025

This Resolution was duly considered and adopted by the Board of Mayor and Aldermen, in and for the Town of Mount Carmel, Tennessee, this 27th day of February 2025.

John Gibson, Mayor

Attest:

Tyler Williams, Town Recorder

Attachment (1)

Employment Agreement for James Stables,
Town Administrator-Town Manager

Section 1: Term

This agreement shall remain in force and effect until such time as it is terminated pursuant to the provisions contained herein.

Section 2: Duties and Authority

The Employer agrees to employ James Stables as Town Administrator to perform the functions and duties specified in the Charter of the Town of Mount Carmel, and by the Municipal Code of the Town of Mount Carmel, including those duties delegated to the Town Administrator as outlined in Ordinance No.: 17-463, and to perform other legally permissible and proper duties and functions as the Board of Mayor and Aldermen may from time-to-time assign.

Section 3: Hours of Work, Leave, and Compensation

The Employee shall work a minimum of 40 hours per week including sick leave, holidays, vacation, etc., with such hours to be set by the Employer. The Employer agrees to continue allowing accrual of vacation leave at the 8 years of service row, as defined in the Personnel Policies and Procedures dated 02/01/2023, Section IV: Leave Policies, 4.1 Vacation Leave Table. The Employer agrees to allow accrual at the rate identified in the Personnel Policies and Procedures dated 02/01/2023, Section IV: Leave Policies, 4.2 Sick Leave, for regular full-time employees. The Employer agrees to pay the Employee periodic pro-rated installment payments based on an annual salary of Eighty-One Thousand Dollars (\$81,000.00). The periodic installment payment schedule shall be the same schedule as all other employees of the Employer are paid.

Section 4: Health, Disability, Retirement, Sick Leave, Vacation, and Other Benefits

The Employer agrees to provide, and the Employee shall be entitled to, the same level of benefits provided to other employees in the Town of Mount Carmel.

Section 5: Separation of Employment and Severance

Separation of Employment can occur in a few ways from termination with cause, termination without cause, and/or voluntary resignation.

Termination with Cause – may occur upon a finding that the employee: (a) has been convicted of a felony or crime involving moral turpitude; or (b) has engaged in actions deemed by the Employer to be conflicts of interest as defined by State law or in the Town's Personnel Rules and Regulations; or (c) has engaged in actions deemed by the Employer to constitute gross negligence; or (d) has engaged in conduct or activities deemed by the Employer to be detrimental to the good name and reputation of the Town of Mount Carmel, provided that the employee was given written notice of specific allegations of such inappropriate conduct and that the Employee failed to substantially cure such alleged deficiencies within thirty (30) days.

Should the Employee be terminated for any reason listed above, after due process will be ineligible for severance. However, the employee will be eligible for payout of vacation leave time accrued, at the rate of pay earned by the employee at the time of their

termination of employment.

Termination without Cause – may occur in Tennessee at any time for any reason, or for no reason without incurring legal liability, with exceptions to the “EMPLOYMENT-AT-WILL” identified on the Tennessee Department of Labor & Workforce Development website (<https://www.tn.gov/workforce/employees/labor-laws/labor-laws-redirect/employee-rights.html>)

Termination with or without cause for purpose of this agreement, shall occur when (a) majority of the governing body votes to terminate the Employee at a duly authorized public meeting; or (b) the Employer, citizens or Tennessee legislature acts to amend any provisions of the charter and ordinances pertaining to the role, powers, duties, authority, responsibilities of the Employee’s position that substantially changes the form of government; or (c) the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads; or (d) the employee resigns at the suggestion of a majority of the governing body, whether such request is formal or informal.

Voluntary resignation may occur at the Employee’s discretion and must provide a minimum of a 30-day notice, unless the parties agree otherwise.

Severance is not available for termination with cause or voluntary resignation and shall only apply when termination without cause is exercised and shall be awarded based on the schedule listed below.

<u>Service Time</u>	<u>Severance</u>
0 to 6 months	No Severance
6 to 12 months	An amount equal to 1.5 months of salary
12 to 24 months	An amount equal to 2.5 months of salary
24 to 36 months	An amount equal to 3.5 months of salary
36 months or more	An amount equal to 5.5 months of salary

Section 6: Disability

If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) successive weeks beyond any accrued sick leave or family medical leave, and if no reasonable accommodation exists under which Employee could continue to perform his duties in the future, the Employer shall have the option to terminate this agreement subject to the conditions of Section 5.

Section 7: Professional Associations and Conferences

The Employer agrees to pay the cost of the Employee's membership in the Tennessee City Management Association (TCMA) and International City/County Management Association (ICMA) if the Employee so desires. The Employer will pay for Employee attendance at annual TCMA conferences and periodic ICMA conferences provided the Town's budget can reasonably pay such expenses.

Section 8: Amendments

This Agreement may only be amended by the written mutual consent of the Employer and the Employee.

Section 9: Effective Date and Severability

This Agreement shall become effective on such date as both the Employer and Employee sign the Agreement. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

John Gibson, Mayor
Town of Mount Carmel, Tennessee

Date

James Stables, Town Administrator-Town Manager
Town of Mount Carmel, Tennessee

Date



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor Gibson, Vice Mayor Bare, and Alderman Gilliam,
Alderman Patrick, Alderman Shugart, Alderman Binstock, Alderman Cross

THRU: Tyler Williams, Assistant City Manager/CFO

FROM: Mitch Walker, Fire Chief

DATE: February 27, 2025

RE: RESOLUTION NO. 25-646

SUMMARY:

Discussion and Consideration of Resolution 25-646, which authorizes the Town to participate in the FEMA Hazard Mitigation Assistance Grant Program.

The Town is seeking to obtain federal/state grant assistance to acquire backup generators for City Hall, EMS building, and Police/Fire Station.

Grant is funded 75% from FEMA, 12.5% from TEMA, and 12.5% local match.

REQUESTING DEPARTMENT(S):

Fire Dept./Emergency Services

FISCAL IMPACT:

An approximate total cost of \$240,000, with local match equaling approximately \$30,000.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Resolution No. 25-646



RESOLUTION 25-646

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE AUTHORIZING PARTICIPATION IN THE FEMA HAZARD MITIGATION ASSISTANCE GRANT PROGRAM

WHEREAS, the Town of Mount Carmel recognizes the importance of reducing the impact of disasters on our community; and

WHEREAS, the Federal Emergency Management Agency (FEMA) offers the Hazard Mitigation Assistance (HMA) Grant Program to provide funding for eligible mitigation activities that protect life and property from future disaster damage; and

WHEREAS, participation in the HMA Grant Program will enable the Town of Mount Carmel to develop and implement long-term solutions to reduce the risk of future disasters; and

WHEREAS, the Town of Mount Carmel is committed to building a more resilient community by taking proactive measures to mitigate the effects of natural disasters;

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 27th day of February, 2025, that:

SECTION 1. The Town of Mount Carmel hereby expresses its intent to participate in the FEMA Hazard Mitigation Assistance Grant Program.

SECTION 2. The Town of Mount Carmel Board of Mayor and Aldermen authorizes Town administration to submit an application for the HMA Grant Program on behalf of the Town.

SECTION 3. The Town of Mount Carmel will work collaboratively with state and federal agencies to ensure the successful implementation of mitigation projects funded by the HMA Grant Program.

This Resolution shall take effect immediately, the public welfare requiring it.

ADOPTED this 27th day of February, 2025.

John Gibson, Mayor

Attest:

Tyler Williams, Town Recorder



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor Gibson, Vice Mayor Bare, and Alderman Gilliam,
Alderman Patrick, Alderman Shugart, Alderman Binstock, Alderman Cross

THRU: James Stables, Interim Town Administrator-City Manager

FROM: James Stables, Interim Town Administrator-City Manager

DATE: February 27, 2025

RE: **DISCUSSION & CONSIDERATION:** Acquisition of Rental Press for
Wastewater Plant Solids Management/Handling

SUMMARY:

With the addition of certified wastewater operators through our service agreement, and their thorough professional evaluation of our plant vulnerabilities and inadequacies, we have reached a point in time where we must acquire a press to perform dewatering of our bio-solids to maintain compliance with our state wastewater permit requirements. We have been bridging the bio-solids handling by hauling plant bio-solid sludge to other local plants for processing via septic services. However, this option has become restrictive, expensive and unreliable. Each digester contains approximately 18,400 gallons of sludge (wet). I have authorized the hauling of 7 loads (16,100 gallons of wet sludge) per week, at a total cost of \$8,540 per week beginning the week of February 10, 2025. We will continue to use this limited option, with the continued willingness and ability of our receiving neighboring facilities, until we are able to take delivery of a dewatering press and commence operations.

The use of a dewatering press will allow wastewater processing of up to 65 gallons per minute, or 3,900 gallons per hour, or 31,200 gallons per 8-hour day. Compared to a cost of \$1,220 dollars per load (2,300 gallons) to be hauled and processed at another plant.

This comparison sharply contrasts the cost comparison to hauling a comparable amount of wastewater bio-solids compared to an 8-hour daily run from a dewatering press. The hauling option would result in a \$16,550-dollar total cost of hauling 31,200 gallons, compared to a rental fee of \$15,000 per month, which will allow the bio-solids coming into the plant to be processed appropriately and maintained instead of overwhelming the system every day.

Our wastewater service agreement provider has sought and researched competitive pricing for rental of an adequate and appropriate press and conveyor for the Town of Mount Carmel on an interim basis, until phase 2 wastewater design and construction improvements can be addressed, creating a long-term solution for the bio-solids handling and management at the plant. The price estimates for the dewatering press rentals received range from \$97,000 to \$97,700 for a six-month period, with varying delivery/set-up fees included for all. The specific options are identified in the fiscal impact area of this memorandum.

The purpose of this consideration and authorization is to continue bridging the gap of services (bio-solids handling), ensuring we are regulatorily compliant and responsibly functional at the wastewater facility, while we continue to seek more permanent solutions.

REQUESTING DEPARTMENT(S):

City Manager

FISCAL IMPACT:

OPTION 1 (PW TECH)

(\$97,000 for six months)

\$15,000.00 per month

\$7,000.00 one-time mobilization fee

\$0 included in start-up services of one (1) trip consisting of four (4) consecutive days (8 hours per day, Monday-Friday) by a PWT field service engineer and/or qualified manufacturer's representative. Additional services are available on a per diem basis.

Additionally: this option would allow for up to \$10,000 of the \$15,000 monthly rental fee for up to a year to be applied to the purchase of a new unit from them. This allows for approximately 67% (\$120,000 of the \$180,000) of the first-year rental fee to be applied to the purchase price.

OPTION 2 (MSD Environmental Services, Inc.)

(\$97,700 for six months)

\$14,000.00 per month for a minimum six-month rental

\$7,200.00 for delivery mobilization and demobilization.

\$6,500 for start-up services and rigging into drying bed building, any additional on-site support is \$120.00 per hour.

STAFF RECOMMENDATION:

Staff recommends approval of Option 1

ATTACHMENTS:

PW TECH Proposal 01/30/2025 (12 pages)

Mechanical Solids Dewatering Proposal 02/06/2025 (4 pages)



PROPOSAL

TO: **Town of Mount Carmel**
100 Main Street East
Mt. Carmel TN 37645

PROJECT / REF: **Town of Mount Carmel Volute Dewatering Press Proposal**

PROPOSAL TYPE: Price and Scope

SPEC. SECTIONS: N/A

DATE: 30 January 2025

PWT #: VDP-TN-22161

REV: 5

SIZING INFORMATION: ES-351 rental unit

MANUFACTURERS REP: Alex Tweel
Kazmier & Associates Inc
Alex@kazmierinc.com

NOTES:

REVISION NOTES:

PREPARED BY: Chis Hubbard | Joseph Collar

PROPOSAL CONTENT

- Scope Pricing
- Scope Details
- Exceptions and Exclusions
- Governing Conditions and Warranty Notes
- Price
- Data Sheets
- GA Drawings
- PWTech Terms and Conditions and Warranty

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON



Scope Pricing

DESCRIPTION	Price Each	QUANTITY	ITEM SUBTOTALS
One-Time Mobilization Fee	\$ 7,000.00	1	\$ 7,000.00
Monthly Fee	\$15,000.00	1	\$ 15,000.00

To accept and confirm this proposal please:

Sign here: _____

Date: _____

PO Number: _____

SCOPE DETAILS

1. Volute Dewatering Press - PWTech Model ES-351

Design

- The unit to be supplied will be an ES-351 with a MAXIMUM capacity of 700 lbs/hr of dry solids

Components

- The Dewatering Press consists of:
 - Flash mixing tank including mixer with gear motor.
 - Flocculation tank including mixer with gear motor.
 - One (1) x 350 Series Dewatering Drum with a drive motor.
 - Filtrate collection pan and support frame.
 - Integrated, pre-wired control panel for the unit and appurtenances mounted on the flocculation tank. (may be provided mounted separately if requested).
- Connections are:
 - Inlet: DN 3" FNPT
 - Filtrate outlet: DN 4" ANSI B16.5 Class 150 Flanged
 - Drain: DN 3" ANSI B16.5 Class 150 Flanged
 - Washwater Water inlet: ¾" FNPT

Materials and Construction

- The unit is all stainless steel. No carbon steel is used in the manufacture of the press.
- Unit is manufactured and assembled in the USA. All components are sourced from the USA or Japan.
- Electrical components are manufactured and tested prior to shipment to site in the United States.
- Gear Drives are Nissei GTR gear motors utilizing heloid gear reduction. They are one piece construction and are sealed for life.

Supplied spare parts

- No spare parts are included in this scope.

2. Polymer Preparation unit – Velodyne Model VM-5P-600-X0D

Design

- Polymer Flow Range: 0.25 to 5 GPH
- Dilution Water Flow: 60 to 600 GPH

Components

- Polymer Mixing Chamber:
 - VeloBlend VM - Staged Hydro-Mechanical
 - ½ HP, 230/460 VAC, 1750 RPM, Inverter ready Mixer motor
 - Mechanical Mixer Shaft Seal with seal flushing assembly
 - VeloCheck™ Neat Polymer Check Valve with Quick Release Pin
 - Pressure Rating of 100 psi with Pressure Relief Valve
- Neat Polymer Delivery Assembly
 - A 5 GPH stainless steel & Viton progressive cavity metering pump shall be provided
 - ½ HP, 1750 RPM, 230/460 VAC, Inverter ready with gear reducer

- Thermal type loss of polymer flow sensor
 - Metering pump calibration assembly with isolation valves: (500 ml)
- Dilution Water Inlet and Solution Outlet Assembly
 - Primary 60-600 GPH rotameter controlled dilution water flow
 - Low differential pressure alarm switch
 - 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)
 - Swing type PVC and Viton check valve
- Electrical Junction Box
 - All electrical components are pre-wired to an FRP junction box
 - A marked terminal strip is provided for landing all wiring for connection to the Volute Press Panel

Materials and Construction

- Mixing Chamber is Stainless Steel body and impeller with clear polycarbonate cover.
- Plumbing is Schedule 80 PVC
- Frame and fasteners are 304 stainless steel. Frame is open design for access to all components and is designed for bolt-down installation.

3. Shaftless Screw Conveyor

- Conveyor would be manufactured with Stainless Steel troughs and micro-alloy shaftless screw flights

Design

- A single inclined sludge cake elevating conveyor would be supplied.
- Conveyor would have a single discharge point such that the dump bin would need to be moved to fill it evenly.

Construction

- **U-Trough:** 12ga - 304SS
- **Trough Lids:** 12ga - 304SS (Bolted / 5ft max with neoprene gasketing)
- **Trough Liners:** DURAFLO type SPX min 5/16 in thick UHMWPE, maximum 4ft lengths
- **Spiral:** AB160/210 40x20/25x8 High Tensile Micro Alloy Steel (HTMAS), 225 Brinnell
- **Drive End:** SEW model FA67 parallel shaft gearbox with SS end cap and hollowshaft mounting or Equivalent and 4140CRS driveshaft, bell housing with pressure greased packing gland

Electrical components:

- One (1) Emergency stop switch c/w cable, mounting hardware, 120VAC NEMA 4
- One (1) Loss of rotation (LOR) sensor model MSP-12 + MSA-4P alarm/control panel NEMA 4

4. Field Services:

Scope includes the following start-up services -

- On-site start-up and training services for:
 - One (1) trip consisting of four (4) consecutive days (8 hours per day, Monday-Friday) by a PWT field service engineer and/or qualified manufacturer's representative
- Services include:
 - Installation inspection
 - Commissioning of Volute* unit and Controls
 - Start-up of Ancillary equipment included in this Scope

- Functional testing and calibration of equipment
- Training on all equipment
- Phone consultation regarding installation will also be provided.

Should additional services be deemed necessary by the PURCHASER, the additional services can be procured from PWT on a per diem basis. The current rate is \$1000 per day plus travel. Delivery and Freight

- Delivery is approx. four (4) weeks from receipt of written acceptance of Submittal documents *

* **PLEASE NOTE:** While seller believes this estimated delivery time to be a valid and realistic estimate, due to the unpredictable nature of current parts shortages, this does not constitute any form of guarantee regarding the delivery schedule.

EXCLUSIONS AND EXCEPTIONS:

The Following items are specifically excluded from this scope unless specifically noted otherwise:

- Taxes, permits, and bonding
- Unloading of delivered equipment on site and storage

GOVERNING TERMS AND CONDITIONS AND WARRANTY

This scope is subject to Process Wastewater Technologies, LLC. Standard Terms and Conditions and Standard Warranty as attached. The following items are specific to this project:

Payment Terms:

Payment terms for this scope are as per the table below:

Trigger	Amount		Terms			Condition
PO	100	%	due NET	7	days	On Receipt of PO by PWTech

Validity

Validity of this proposal is strictly 30 days. Written authorization from seller is required to extend this.

Warranty

PWTech warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

Rental Fee Structure

Rental price is \$15,000 a month, with \$10,000 a month credited towards future purchase of a dewatering system, accrued only for the first year (twelve months) of rental.



Volute Dewatering Press Data Sheet for Model ES-351

Please note - All information here is generic and for preliminary reference only. Detailed dimensions, and other data is very project specific and this sheet has not been altered to reflect that. Project specific data would be available from PWTech at the appropriate time.

General Data	Model Information	Over All Dimensions:	159" x 47" x 88" (L x W x H)
		Optimal Space requirement of installation:	294" x 132" (L x W)
		Minimum Opening dimensions for installation:	48" x 84"
		Weight Empty:	3520 lbs
		Operating:	5170 lbs
		Solids throughput:	700 Dry pounds per hour
		Hydraulic throughput:	65 GPM
		Power use:	4.8 HP
		Washwater use:	20 GPM intermittent, 20 GPH total
		Washwater Pressure	40-100 PSI
Dewatering Drum	General	Dimension:	13.75" diameter x 72" long
		Quantity:	1
		Rings	Type 304 Stainless Steel
		Material: Supports, Tie Rods, Spacers	Type 304 Stainless Steel
	Drive info	Screw:	304 Stainless Steel with CoCr coating
		Gear Motor Supplier:	SEW Eurodrive
		Model:	KH97 R57 DV100M4
		Motor Power:	1.5 kW (2.2HP) or 2.2kW (3HP)
		Insulation:	TEFC / IP65
		Gear Reduction:	504 : 1
Flash mixing tanks	General	Dimensions:	16" x 28" x 39" (L x W x H)
		Volume	74.0 Gallons
		Working Volume:	64.7 Gallons
		Material	Type 304 Stainless Steel
	Drive Info	Gear Motor Supplier:	Nissei Corporation
		Model:	FSW-30-15-T020 WEX
		Motor Power:	0.2 kW 4-Pole
		Motor Insulation:	TENV / IP65
		Gear Reduction:	15 : 1

Flocculation tank	General	Dimensions:	28" x 28" x 39" (L x W x H)
		Volume	129.5 Gallons
		Working Volume:	113.3 Gallons
		Material	Type 304 Stainless Steel
Drive Info		Gear Motor Supplier:	Nissei Corporation
		Model:	FSW-35-60-T040 WE
		Motor Power:	0.4 kW (0.54HP) 4-Pole
		Motor Insulation:	TEFC / IP65
		Gear Reduction:	60 : 1
Electrical	General	Supply Voltage:	208/240/440/480 VAC
		Service:	3-Phase, 3-Wire (No Neutral)
		Control Voltage:	Dual - 24VDC & 115VAC
		Minimum Required Breaker Size:*	15 Amps * 480 VAC
	Panel	Panel Size:	36"(w) x 48"(h) x 12(d)
		Panel Material:	Type 304 Stainless Steel
		Panel Rating:	Nema 4X
		Control Module:	Unitronics Vision 700 PLC
Polymer System		Supplier:	Velocity Dynamics, Inc.
		Model:	VM-5P-600-X0D
		Mixing Type:	Variable - Mechanical & Hydraulic
		Feed Pump Type:	Progressive Cavity
		Polymer Feed Capacity:	0.25 - 5 Gallons per hour
		Water Use:	60 - 600 Gallons per hour
		Dimensions:	24" x 34" x 42" (L x W x H)
		Weight:	~200 lbs
Connections		Feed Sludge:	2" FNPT Coupling
		Filtrate:	6" ANSI 150# Flange
		Drain:	2" FNPT Coupling
		Water:	3/4" FNPT Coupling
		Polymer Water Inlet:	1" FNPT
		Polymer Solutions Outlet:	1"FNPT
		Raw Polymer Feed Inlet:	1"FNPT

Process Wastewater Technologies, LLC. Standard Terms and Conditions

These terms and conditions ("Terms") shall exclusively govern the sale of all goods ("Products") and related services ("Services") by Process Wastewater Technologies, LLC. ("PWT") to the party ("Buyer") that issued a Purchase Order in accordance with, and/or signed and accepted the PWT Proposal ("Proposal"), and upon execution, the "Order" along with the Terms and the PWT Standard Limited Warranty attached hereto, the "Agreement").

Item 1. ACCEPTANCE

Buyer may accept this Agreement by executing the Proposal and returning it to PWT or by issuing a written purchase order that is accepted in writing by PWT or by executing an acceptance of offer in lieu of purchase order. No oral acceptance shall be effective. This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind PWT to any affirmation, representation or warranty concerning the equipment, components or related services sold under this Agreement, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this Agreement, otherwise it has not formed a part of the basis of this Agreement and shall not in any way be enforceable.

Item 2. CANCELLATION

Once the Buyer has executed the Proposal and submitted it to PWT, Buyer shall have no right to cancel this Agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this Agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the Products specified under the applicable Order, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus fifteen percent (15%) of the full Order amount. In the event that production of the Products under the Order has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus an amount equal to the greater of: the value of the Products already completed under the applicable Order; or fifteen percent (15%) of the full order amount under the applicable Order.

Item 3. PRICES

Unless otherwise stated in the Proposal, prices are in United States Dollars (US\$) and are F.O.B. Point of Origin. Charges for Services not stated in the Proposal (including, but not limited to, on-site technical assistance performed by a factory technical representative) are not included and must be purchased pursuant to a separately executed agreement between the parties.

Item 4. VALIDITY

Unless otherwise specified and subject to PWT's acceptance as described herein, the Proposal is valid for (30) thirty days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

Item 5. PAYMENT TERMS

Buyer's payments shall be made in accordance with the terms and conditions of the Proposal. If no payment terms are set forth in the Proposal, then the payment terms are (a) thirty percent (30%) of the purchase price under the applicable Order shall be invoiced net five (5) days upon execution of the Proposal by Buyer; (b) sixty percent (60%) of the purchase price under the applicable Order shall be invoiced net thirty (30) days upon shipping, or upon PWT's offer to ship; (c) five percent (5%) of the purchase price to be invoiced net thirty (30) days upon delivery of Operation and Maintenance manuals and (d) the remaining five percent (5%) will be invoiced net thirty (30) days upon completion and/or performance of all related Services under the applicable Order. Interest will be charged on the unpaid invoiced balance at the rate of one and a half percent (1½%) per month for any amount received after thirty (30) days from the date of invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs. In addition to the foregoing rights, PWT may suspend the shipping of any Products if the Buyer has failed to PWT in a timely manner.

Item 6. FEES AND TAXES

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of Products and PWT's performance under this Agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost, or expense relating to any such exemption.

Item 7. DELAYED SHIPPING

Unless otherwise specified in the Proposal, if Buyer specifies a shipping date more than eight (8) months from the date of Buyer's acceptance of the Proposal, the price stated in the Proposal for the same goods shall be increased by a figure equal to the greater of (a) one percent (1%) per month (or part thereof), or (b) the average percentage increase of the stainless-steel and electronics commodity prices measured among the Consumer Price Index and the Producer Price Index or their successor indices as of the date of such acceptance and the shipping date. If PWT incurs a delay in



production of the Products due to force majeure events or supply chain issues of more than three (3) months or its suppliers have materially increased its costs as reasonably demonstrated to Buyer by PWT, then the Products costs shall be adjusted by the percentage increase of the stainless steel commodity price as measured by Producer Price Index or its successor index as of the date of such acceptance and the manufacturing date of the Products.

Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment or provide other assurances in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel an Order and/or terminate this Agreement and Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase amount under the applicable Order(s).

Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. - point of origin - the PWT manufacturing facility. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of title, risk of loss or damage in transit. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this Agreement and each Order are approximate, and failure to meet an exact delivery date shall not constitute a breach of this Agreement.

Item 11. INSPECTION

Upon reasonable advance written notice, Buyer or Buyer's representative may inspect the Products prior to shipment at the PWT point of origin at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under the applicable Order.

Item 12. OFFER BASIS

This Agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this Agreement and the applicable Order. PWT expressly reserves the right to modify the price and other terms of this Agreement as reasonably determined by PWT, should

additional drawings, documents, amendments, clarifications or other addenda be required to produce or deliver the Products under an applicable Order.

Item 13. LIMITED WARRANTY

PWT's warranty liability under this Agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and is incorporated herein by reference. No other warranty, express or implied, is made with respect to the Products and/or services provided under this Agreement.

Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with this Agreement or its interpretation, performance or non-performance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the written request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur within thirty (30) days of the delivery of the written request of the aggrieved party, unless otherwise agreed by the parties.

Item 15. FORCE MAJEURE

Neither party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment of money) or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such party, including any act of God (i.e., fire, earthquake, natural disaster), act of government (i.e., war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such party, provided that such party gives the other party prompt written notice thereof. Any delays caused by Buyer which impact costs associated with the Products may result in additional fees.

Item 16. GOVERNING LAW

Subject to Section 14, all disputes and matters arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the Circuit Court of Baltimore County, Maryland, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of forum non conveniens, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Maryland, to the extent state law applies. An action for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.



Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon either party unless in writing and signed by both parties.

Item 18. SEVERABILITY

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Item 19. ASSIGNMENT AND DELEGATION

Buyer shall not have the right to assign or delegate this Agreement or its interest in or obligations under this Agreement without the prior written consent of PWT, which shall not be unreasonably withheld. The merger, acquisition, reorganization, or other restructuring of Buyer shall not constitute an assignment under the terms of this Agreement provided the surviving entity has assumed all of the obligations of PWT under this Agreement pursuant to a written confirmation. Subject to the foregoing, the rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.

Item 20. CONFIDENTIALITY

The parties recognize that, in the course of their dealings, each may come into possession of information relating to the business of the other which is not generally known in the industry, which reasonably or logically may be considered to be confidential or proprietary and which might reasonably be expected to do harm to the other if divulged ("Confidential Information"). Each party agrees to keep the Confidential Information confidential and not to disclose it, in whole or in part, to any third persons whatsoever, nor even to any of its own employees except those having a "need to know," and otherwise to protect the confidentiality of such Confidential Information in accordance with reasonable industry practices. Confidential Information of a party shall no longer be subject to the foregoing restrictions (a) if it is or becomes available to the public through no fault of the other party, (b) if it is otherwise known to the other party as shown by written records of the other party at the time of disclosure of the Confidential Information, (c) if, subsequent to disclosure hereunder, it is obtained by the other party on a non-confidential basis from a third party who has the right to disclose such information or (d) if it is required to be disclosed pursuant to a court order, so long as the non-disclosing party

is given adequate notice and the ability to challenge the required disclosure. Confidential Information will include the terms and conditions of this Agreement. Each receiving party shall immediately notify the disclosing party in writing if the receiving party reasonably determines that there has been an unauthorized access, use or receipt of the disclosing party's Confidential Information.

Item 21. NOTICES

Any notice given under this Agreement shall be given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested or by other delivery service providing evidence of receipt to the party to whom such notice is to be given at the address set forth above or at such other address as either party shall hereafter give notice of to the other in writing.

Item 22. INDEPENDENT CONTRACTOR

Buyer has no authority to bind PWT in any contractual manner or to represent to others that the relationship between the other is other than stated herein.

Item 23. INTELLECTUAL PROPERTY

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property (including, but not limited to, firmware, technology, data, or software) or any third party's intellectual property. Buyer acknowledges that, as between the parties, PWT retains all right, title, and interest in and to all components of the PWT Products and related intellectual property rights (collectively, the "PWT IP"). PWT hereby grants the Buyer a non-exclusive, irrevocable, worldwide, perpetual, royalty-free right and license to the PWT intellectual property solely as it is embodied in the Products and solely for the purposes of operating and using the Products.

Item 24. INDEMNIFICATION

Buyer hereby agrees to defend, indemnify and hold harmless the PWT, its directors, officers, employees, agents, and any assignee from and against any and all losses, damages, injuries, claims, suits, demands, judgments, decrees, losses, costs, expenses and liabilities, including, but not limited to attorneys' fees and courts costs asserted against, imposed upon or incurred by PWT arising from: any claim that manufacture or use of the Products (or their specifications) infringes upon a third party intellectual or proprietary right, including, but not limited to, patent, copyright, trademark, trade secret or any other intellectual or proprietary right where Buyer provided the specifications therefore.



Process Wastewater Technologies, LLC Standard Limited Warranty

Item 1. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND PWT DOES NOT MAKE ANY OTHER STATUTORY, EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, INFRINGEMENT, TITLE, OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

PWT does not assume and expressly disclaims any liability for (i) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use, or loss of use, of any Products and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the prior written consent of PWT. Without limiting the foregoing, PWT does not warrant that any Products provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use, or loss of use of any Products and/or services provided by PWT.

PWT's total liability under this Agreement or in connection with any claim involving any Products or services is expressly limited to the purchase price of the goods set forth in the applicable Order and/or services in respect of which damages are claimed.

Item 2. DEFECTS WARRANTY

Unless otherwise set forth in the Proposal, PWT warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

PWT's sole obligation and Buyer's exclusive remedy under this Agreement is expressly limited to the repair or replacement of any Product or parts of the Product or at the option of PWT, a refund of the purchase price, of any Product or parts which are return to PWT freight prepaid; provided that PWT determines in its sole discretion that the Product is defective, failed prematurely or has faulty workmanship or materials.

Item 3. PRODUCTS OF OTHER MANUFACTURERS

Unless otherwise set forth in the Proposal, PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to, electrical components, firmware, equipment and motors.

Item 4. TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT LLC IS NOT RESPONSIBLE

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the Buyer to perform and log normal preventative maintenance;
- defects caused by the use of replacement parts not approved in writing by PWT;
- defects caused by repairs by persons not authorized in writing by PWT;
- defects caused by modifications or alterations made by the Buyer; and/or
- any damage to our any Product occurring while it is in the possession of the Buyer.

Item 5. EQUIPMENT SAFETY PARAMETERS

With respect to operation of the Products, it is the responsibility of the Buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the Products whatsoever, and to subsequently ensure that the Products are operated in conformance with all applicable safety procedures, laws, regulations and instructions.

It is also the responsibility of the Buyer to enforce all safety regulations and operational instructions and to maintain the Product in a safe condition (e.g., guards in place; warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.

Additionally, as the nature of the Product does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the Products without first disconnecting all power.

Item 6. OPERATOR SAFETY COMPLIANCE

Buyer warrants and agrees that because it has sole control over the Product, it shall be solely responsible for safety compliance. Operator access and use of Products, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.





February 06, 2025

Inframark, LLC
Attn: Matt Malone
116 Seminole Dr.
Mt. Carmel, TN
Phone: (423) 484-6726
Email: matthew.malone@inframark.com

RE: Proposal for 6 month Rental of Ashbrook 1 Meter Skid Mounted Belt Press/Conveyor with Purchase Option

Dear Matt,

MSD Environmental Services, Inc. is pleased to provide you with the following quotation for the rental of 1 belt filter press and associated equipment. Please review the following:

Equipment Description

Belt Press and Skid

The proposed press is skid mounted, Ashbrook 1 Meter, Type 85 Klampress unit which includes features such as a hot dip galvanize frame, split case roller bearings, 7 "S" wrap rolls, (1 large perforated roll). Press has hydraulic tracking and tensioning. The following items are included with the unit:

- 1 - Ashbrook Skid belt press. Complete with starters & VFD's. Includes all press and pump controls.
- 1 - Venturi mixing valve with 4 point injection ring.
- 1 - Wash water booster pump.
- 1 - Boerger sludge feed pump.
- 1 - SNF emulsion polymer system with 10 GPH progressive cavity polymer pump.
- 1 - Hydraulic power unit.
- 1 - Lot of stainless water pressure line and valves.
- 30' portable belt conveyor.

Scope of Work

MSD will perform/provide the following:

- Supply unit as described.
- Test run machine prior to shipment.
- Delivery of the unit.

- Assistance with equipment set up. Includes rigging equipment to move equipment into building.
- Start up and training.

Under the terms of this agreement, the Customer will be responsible to provide the following:

- Access to the site to facilitate the delivery of the press.
- Enclosure to house press system. (Covered storage building)
- Utilities - 4" filtrate drain line, 4" sludge feed line and 2" water line (all plumbing connections are cam lock fittings) Electrical -480 volt, 3 phase 60 amp power source with a disconnect.
- Set up, maintenance and repairs of unit, as outlined in the O&M manual.
- Competent operation of the unit.
- Daily cleaning of the press, after operation has ceased.
- **Certificate of Insurance:** A certificate of insurance providing the following:
 - Property coverage for the value of the rental unit and including MSD as a loss payee. Value: \$250,000, Conveyor \$35,000
 - Liability coverage for no less than \$1,000,000 per occurrence for bodily injury and/or property damage and \$2,000,000 aggregate.
 - Cancellation provision to give 30 days notice to Certificate Holder.
 - Certificate holder to read: MSD Environmental Services, Inc., 1000 US 127 South, Eaton, OH 45320
- Any necessary permits and associated fees required for the project.
- **All rental equipment must be kept clean, and returned in excellent condition.** Customer will be responsible for all maintenance and any cleaning charges. Customer will also be responsible for any damage/wear to the unit while in Customer's possession. Customer is responsible for missing parts or items. MSD reserves the right to inspect the equipment at any time, during normal working hours.
- **Crane for off-loading/loading unit.**

Rental Pricing

Minimum 6 month rental period

The rental price for the unit as outlined above is **\$14,000.00** per month

The rental rate starts the day the unit arrives at the jobsite. The rental rate stops the day the unit is removed from the job site.

Press Purchase Option

Purchase price of the unit is **\$195,000.00**

Conveyor Purchase Option

Purchase price of the unit is **\$35,000.00**

Start Up & Training

Start-up services and rigging into Drying Bed Building **\$6,500.00**. Any additional on-site support is **\$120.00 per hour**.

Mobilization/Demobilization

Delivery mobilization and demobilization are each estimated at **\$3,600.00**.

PAYMENT TERMS

Six month's rent will be due Net 15 after delivery of press.

***Taxes and Other Charges:** Any use tax, sales tax, excise tax, duty, custom, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. Buyer shall provide Seller at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. **However, in the event any governmental authority subsequently requires Seller to pay any such tax, fee or charge, then Buyer shall be responsible for and shall promptly reimburse Seller for the full amount that Seller is required to pay.**

This proposal is valid for 15 days

Equipment Availability

Currently, this equipment is immediately available. As with any inventoried equipment, the unit is available on a "first come-first serve" basis. If the unit is sold prior to your purchase, MSD can provide quotes on additional equipment.

Thank you for the opportunity to extend this proposal. We would be glad to give you quotes on other units if you are interested. If you have any questions or concerns, don't hesitate to call me at 937-903-5733.

Sincerely,

Jim Roell

Jim Roell
MSD Environmental Services

LIMITATION OF LIABILITY

In no event and under no circumstances shall MSD Environmental Services, Inc. be liable to the customer for consequential, incidental, indirect, special or punitive damages, whether due to delay, breach of contract, tort (including without limitation negligence) or any other cause. In no event shall MSD Environmental Services, Inc. liability hereunder exceed the value to this contract regardless of legal theory. MSD Environmental Services, Inc. is not responsible for any accidents or injuries related to the equipment, and Customer agrees to release, defend, indemnify and hold MSD Environmental Services, Inc. harmless from and against any and all accidents, injuries, losses and liabilities.

Non Hazardous Certification

Customer hereby certifies that none of the residuals to be provided to MSD Environmental Services, Inc. under this agreement shall constitute hazardous waste under federal, state or local law. Customer further certifies that it will not combine or mix hazardous waste with the residuals to be provided to MSD Environmental Services, Inc.

CHOICE OF FORUM AND APPLICABLE LAW

This Agreement shall be construed under and governed by the laws of the State of Ohio. The Customer submits and consents to the jurisdiction of the Preble County Common Pleas Court, State of Ohio as the sole and exclusive forum, court and venue to hear any lawsuit or other cause of action regarding this Agreement including, but not limited to, its enforceability, interpretation, validity, damages and issuance of restraining orders, injunctions, both temporary and permanent.

Shipment and Risk of Loss

Risk of loss or damage to the Equipment shall pass to Customer upon tender of the Equipment to Customer or common carrier at MSD Environmental Services, Inc.'s facility. Customer shall keep the Goods fully insured with loss payable to Seller from the time of delivery until the Equipment has been returned to MSD Environmental Services, Inc.

ACCEPTANCE OF THIS PROPOSAL:

We accept the terms and conditions of this proposal as prepared and presented to _____, this _____ day of _____, 2025 for the following:

Rental of Ashbrook 1 Meter Skid Mounted Belt Press

By signing the acceptance of this proposal, the individuals warrant that they have the authority to bind the respective parties in this agreement.

MSD Environmental Services, Inc.

Inframark, LLC

Signature

Signature

Title

Title

Date

Date