

Trey HardyCouncilmember

Christine Crawford
Councilmember

Joe Dike Councilmember Sam Artino Mayor Monty Tapp Vice-Mayor Mark Claus
Councilmember

Joel Hagy Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, October 27, 2020 @ 6:30 PM
City Council Chambers
417 Main Street
Huron, Ohio 44839

MEETING LIVESTREAM INFORMATION

Pursuant to Resolution No. 2020-44 adopted by the Huron City Council on June 17, 2020, this regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to access, observe and hear the discussions and deliberations of all members of City Council via the following link: https://www.youtube.com/channel/UCpRAV-AnmIA6IfukQzKakQg Please note that as all large public gatherings remain prohibited pursuant to Orders of the Ohio Department of Health and President Trump's coronavirus guidelines, participation in person is highly discouraged. All persons entering the building for the Council Meeting will be required to wear a face mask and subjected to a temperature screening prior to being granted entry.

A public comments section is included on the meeting agenda. Public participation is protected through submission of comments and questions to the Clerk of Council by phone (419-433-5000 ext. 104) or via e-mail (terri.welkener@huronohio.us) on or before 5:00pm on the day of the meeting of Council. Such comments or questions will be shared with all members of Council and the Clerk of Council will read aloud the name, address and subject matter of each submission. Full copies of comments and questions will be available at the office of the Clerk of Council and will be attached to the minutes for the subject meeting. Anyone wishing to be heard during the meeting must make arrangements with the Clerk of Council by calling (phone: 419-433-5000, ext. 1102) or via e-mail (terri.welkener@huronohio.us) on or before 5:00pm on Tuesday, October 27, 2020. Such participation, unless otherwise authorized, must be by telephone. If anyone is unable to participate by phone for any reason, limited exceptions for personal attendance may be authorized.

- I. Call To Order Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council

III. Ceremonial Oath of Office

The Law Director will administer a ceremonial Oath of Office of the new City Manager, Matthew Lasko.

IV. Approval of Minutes

- IV.a Minutes of Special Council Meeting of September 9, 2020
- IV.b Minutes of Regular Council Meeting of September 22, 2020.
- IV.c Minutes of Council Work Session of October 13, 2020
- IV.d Minutes of Regular Council Meeting of October 13, 2020

V. Audience Comments

The Clerk will read the names, addresses and subject matter of comments and questions submitted via email, telephone or in writing. Complete copies of submitted documents are available in the office of the Clerk of Council.

VI. Old Business

VI.a Ordinance No. 2020-17

An ordinance authorizing the Interim City Manager to enter into agreements with AMP Transmission, LLC relating to sale of transmission assets.

VII. New Business

VII.a Resolution No. 2020-67

A resolution authorizing the Interim City Manager to accept the proposal and enter into an agreement with Medical Mutual for the provision of health insurance coverage for 2021.

VII.b Resolution No. 2020-68

A resolution accepting the proposal and authorizing the Interim City Manager to enter into an agreement with TruAssure Insurance Company for dental insurance for 2021.

VII.c Resolution No. 2020-69

A resolution authorizing the expenditure of funds for the purchase of rock salt from Compass Minerals America, Inc. for calendar year 2021.

VII.d Resolution No. 2020-70

A resolution authorizing the purchase of water treatment chemicals from Shannon Chemical Corporation.

VII.e Resolution No. 2020-71

A resolutions authorizing the purchase of water treatment chemicals from JCI Jones Chemicals Inc.

VII.f Resolution No. 2020-72

A resolution authorizing the purchase of water treatment chemicals from Applied Specialties

VII.g Resolution No. 2020-73

A resolution authorizing the purchase of water treatment chemicals from Univar Solutions USA Inc.

VII.h Resolution No. 2020-74

A resolution authorizing the purchase of water treatment chemicals from Alexander Chemical Corporation.

VII.i Resolution No. 2020-75

A resolution authorizing the purchase of water treatment chemicals from Thatcher Company of New York, Inc.

VII.j Resolution No. 2020-76

A resolution authorizing purchase of a new Fire Department command vehicle from Valley Ford of Huron.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session

Executive session to confer with legal counsel concerning pending legal action involving the City of Huron.

XII. Adjournment



TO: Mayor Artino and City Council FROM: Terri Welkener, Clerk of Council

RE: Ordinance No. 2020-17

DATE: October 27, 2020

Subject Matter/Background

In 2018, the City through Huron Public Power financed the construction of a 50 MW electrical substation in anticipation of the development of Mucci Farms. The substation was constructed at a cost of \$3.5 million and funded utilizing revenue backed taxable notes. Mucci Farms electrical rate was established in order to ensure the full cost of the substation was recouped by the City over the time frame of the agreement.

The City utilizes American Municipal Power (AMP) as its energy supplier for its electrical distribution system. In 2018, AMP expanded their organizational structure to include a transmission operation. As a transmission provider, AMP is able to better control the cost and quality of infrastructure for the transmission portion of the electrical distribution system, ultimately assisting its member communities to improve our competitiveness.

After roughly 10 months of due diligence, the administration is proposing the attached asset purchase agreement, land lease, and operations and maintenance agreement. The premise of the arrangement is as follows:

- AMP-T takes ownership of the transmission assets of the substation (aerial highlight rough estimate of the infrastructure)
- AMP-T pays the City net book value at time of closing for those assets funds utilized for immediate principal payoff of the City's outstanding debt
- AMP-T constructs an additional service redundancy and gains regulatory approval for what is considered "integrated" transmission
- Huron Public Power maintains the distribution portion of the substation, including the transformers and all of the infrastructure from the substation to the customer delivery points.
- Huron Public Power remains the utility provider (including the financial beneficiary of all HPP activity)
- AMP-T takes over all operations and maintenance of the transmission assets portion of the substation going forward (at its cost)
- AMP-T will update the current CT meter at the entry point to HPP to expand our overall capacity beyond current First Energy limit of 36 MW
- AMP-T will have a land lease to ensure they have appropriate access to the land that houses the transmission assets at the substation site
- HPP system to become more reliable with construction of a secondary feed (redundant service line)

The agreement and negotiations have been spearheaded through my office and in coordination with the Law Department. Due to the complexity of the arrangement and at the recommendation of the Law Department, we engaged an outside firm (Bricker & Eckler, LLP) with specialization and experience with public power operations and AMP-T transactions to provide a final review of the agreement and Mucci Farms rate agreement for a total cost not to exceed \$9,900. The costs of this are financed through electrical proceeds.

This concept has been presented and discussed with the Finance Committee at multiple meetings, including a

joint session of the Committee and Council. In addition, representatives from other communities that have authorized transactions with AMP-T have attended and provided additional feedback on the process. The administration is inviting representatives from AMP-T to an upcoming Council meeting to ensure an additional comment period.

Financial Review

The financials of this agreement have been discussed with the Finance Committee and Council over the past 6 months. The draft agreement does not change Staff's recommendation to move forward with selling the transmission assets to AMP-T. It is important to note that selling Huron Public Power's transmission assets would have no impact on the utility side of Huron Public Power. Huron Public Power would still be the utility - we would just be changing who owns the transmission assets that get the power to us. All financial activity would remain Huron Public Power's.

The sale of assets would accelerate the City's paydown of the debt by 3-4 years. This would result in a \$150,000 savings on interest payments and cost of debt issuance. Sale of the transmission assets would shift the liability for metering to the new owner of the transmission assets - shifting \$100,000-\$150,000 worth of cost off the City's liability sheet. The sale of assets could reduce the City's cost of overhead, maintenance, and contractual services currently incurred on the transmission assets. The liability cost for maintenance and operation of the transmission assets, including metering to serve Mucci's Phase 3 and expansion of Huron Public Power related to the transmission assets, would be shifted to the new owner. In addition, certain administrative costs that the City would have been responsible for would be shifted.

More details on the financials will be included in the 2021 budget and discussed with the Finance Committee during this year's budget meetings.

Legal Review

This matter has been reviewed, follows normal legislative procedure, and is properly before you.

Recommendation

If Council is in support of the request, a motion placing Ordinance 2020-17 on its third reading as an emergency measure is in order.

Ordinance No. 2020-17.doc Ordinance No. 2020-17 Exhibit A.docx

ORDINANCE NO. 2020-17

Introduced by: Trey Hardy

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF A PORTION OF HURON PUBLIC POWER SUBSTATION TRANSMISSION ASSETS, OWNED BY THE CITY OF HURON, LOCATED ON PPN. 42-00120.00 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PORTION OF PROPERTY TO AMP TRANSMISSION, LLC.

WHEREAS, the City owns certain property comprising the transmission assets portion of Huron Public Power Substation located on PPN: 42-000120.00, and more particularly described in Exhibit "A" to the Agreement defined herein (the Property); and

WHEREAS, this Council has received a proposal from AMP Transmission, LLC requesting to purchase the Property and has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the Property,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to AMP Transmission, LLC, under the terms generally of the Purchase Agreement, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Interim City Manager is authorized and directed to complete negotiations with AMP Transmission, LLC, for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit "A". The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the Interim City Manager; provided that the approval of those changes by the Interim City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The Interim City Manager is further authorized and directed to sign any leases, easements, ground leases, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The Interim City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. It is hereby found and determined that all formal actions of this Council
concerning and relating to the passage of this Ordinance were taken in an open meeting of this
Council and that all deliberations of this Council and any of its committees that resulted in such
formal actions were in meetings open to the public in compliance with the law.

		Sam Artino, Mayor	
ATTEST:	Clerk of Council	_	
ADOPTED:	5.5 5. 5.5 		

ASSET PURCHASE AND SALE AGREEMENT

between

THE CITY OF HURON, OHIO

(Seller)

and

AMP TRANSMISSION, LLC

(Buyer)

Dated ______, 2020

ASSET PURCHASE AND SALE AGREEMENT

This As	set Purchase and	d Sale Agreement (thi	is " <u>Agreemen</u>	<u>t</u> ") is made a	and entered
into this d	lay of,	2020 (the "Effective	Date"), by an	d between	The City of
Huron, Ohio, a	an Ohio municipa	al corporation ("Seller	"), and AMP	Transmission	on, LLC, an
Ohio nonprofi	t limited liability	company ("Buyer").	Seller and	Buyer are	referred to
individually as	a "Party" and co	llectively as the "Parti	es."	-	

RECITALS

- The Seller owns one 69kV facility and associated equipment at its substation, including but not limited to, three 69kV SF6 circuit breakers, six 69kV 1200A disconnect switches, three 48kV MCOV Surge Arrestors, one 69kV dead-end takeoff structure, one 69kV metering structure, three 69kV high bus support structures, six 69kV low bus tap structures, two 69kV switch stands, two 69kV bus support structures, one 50ft shielding/lighting mast structure, one 6x4ft switch ground mats, five 3x4ft switch ground mats, associated structure anchor bolts and templates, 940ft of 2.5" bus pipe, 900ft of 266.8 partridge damper cable, 400ft of 477 ACSR Hawk jumper cable, 50ft of 3/0 ACSR Pigeon jumper cable, 31 station post insulators, 31 bus support fitting 2-1/2" pipe to 5" B.C., 31 2-1/2" pipe 4-hole bolted AL terminals, 39 477 ACSR 4-hole bolted AL terminals, seven 3/0 ACSR 4-hole bolted AL terminals 43 2-1/2" bolted AL tees, six 1-1/2" 4-hole bolted AL stud connectors, six 2-1/2" expansion 4-hole bolted AL expansion terminals, 21 2-1/2" pipe bolted AL couplers, 27 2-1/2" pipe bolted AL 90 degree elbows, 4 2-1/2" pipe bolted AL 45 degree elbows, nine 2-1/2" pipe end caps, three static line dead-end clamps, three static line dead-end shackles, 250ft 3/8 galvanized static wire, and associated hardware.
- B. Buyer is an Ohio nonprofit limited liability company, and a subsidiary of American Municipal Power, Inc. ("AMP"), organized to own and operate facilities, or to provide otherwise for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including Seller.
- C. Buyer is willing to purchase Seller's Equipment to relieve Seller of the transmission owner obligations and responsibilities associated with the ownership and operation of the Equipment.
- D. Seller desires to sell, and Buyer desires to purchase, the Equipment and related rights as set forth more fully herein (collectively, the "<u>Transferred Assets</u>") and to provide a lease to Buyer granting access to Buyer to the Transferred Assets, in the form attached as <u>Exhibit B</u> (the "Ground <u>Lease</u>"), on the terms and conditions set forth in this Agreement.
- E. To further protect Buyer's rights to access the Transferred Assets, after the transfer of the Transferred Assets, Seller agrees to grant to Buyer perpetual easements and rights of way to access, operate, maintain and otherwise deal with the Transferred

Assets and any replacements and substitutions thereof, pursuant to that certain Easement in the form attached as <u>Exhibit C</u> (the "<u>Easement</u>").

- F. The Parties seek to enter into an Operations and Maintenance Agreement ("O&M Agreement") pursuant to which Seller agrees to assume certain responsibilities and implement procedures with respect to the operation and maintenance of the Transferred Assets on behalf of Buyer.
- NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

"Affiliate" of a specified Person means any other Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise. In no event shall Seller or Buyer be deemed to be "Affiliates" of each other for purposes of this Agreement.

"Approvals" means notices to, and approvals, consents, authorizations and waivers from, Persons who are not Governmental Authorities, other than Buyer and Seller.

"Business Day" means any day other than Saturday, Sunday, or any day on which banks located in the State of Ohio are authorized or obligated to close.

"Closing" means the consummation of the Transactions, as measured on the date Buyer transmits the wire for payment of the Estimated Purchase Price made by or on behalf of Buyer to the order of Seller. The Closing shall be deemed to have occurred at 11:59 p.m. on the Closing Date.

"Closing Agreements" means the documents and other agreements as defined in Section 8.2. "Commercially Reasonable Efforts" means efforts in accordance with reasonable commercial practice for owners and operators of similar assets and without incurrence of unreasonable expense in light of the objective to be accomplished.

"Contract" means any written agreement, lease, license, option, guaranty, right-ofway, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, promissory note or other contract. "<u>Dispute</u>" means any dispute, controversy or claim arising out of or relating to this Agreement or the other Transaction Documents, or the Transactions, or the breach, termination or invalidity hereof or thereof.

"Encumbrance" means any lien, deed of trust, easement, right of way, equitable interest, option, right of first refusal, preferential purchase right or similar right, pledge, security interest, mortgage, encumbrance of or exception to title, or other similar lien or encumbrance in or on the Transferred Assets.

"Environmental Law" means all Laws relating to pollution or protection of the environment, natural resources or human health and safety, as the same may be amended or adopted, including Laws relating to Releases or threatened Releases of Hazardous Materials (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 8 2601 through 2629; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and any similar Laws of the State of Ohio or of any other Governmental Authority having jurisdiction over the Transferred Assets; and regulations implementing the foregoing.

"Governmental Authority" means any (i) federal, state, local, tribal, municipal, foreign or other government, (ii) any governmental, regulatory or administrative agency, board, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including the North American Electric Reliability Corporation ("NERC") and the Federal Energy Regulatory Commission ("FERC"), (iii) any court or governmental tribunal, or (iv) any other organization having governmental, regulatory, administrative, taxing or police powers, in each case acting within the scope of its authority or jurisdiction, provided that neither Party shall be deemed to be a "Governmental Authority" for purposes of determining whether its approval of this Agreement is a required governmental consent or License.

"<u>Hazardous Materials</u>" means any chemicals, materials or substances, in whatever form they exist, in each case, which are regulated as pollutants or contaminants, or as toxic or hazardous under Environmental Law, including petroleum products, asbestos, urea formaldehyde foam insulation, and lead-containing paints and coatings.

"Interim Operational Period" means the period from the Effective Date of this Agreement until the earlier of the Closing or termination of this Agreement.

"<u>Laws</u>" means all statutes, rules, regulations, ordinances, orders, decrees, injunctions, judgments and codes, or other authorization, ruling or restriction having the force of law of any applicable Governmental Authority.

<u>"Licenses"</u> means registrations, licenses, permits, authorizations, notices to, authorizations of, waivers from and other consents or approvals of Governmental Authorities.

"Major Maintenance Spare Parts" means those parts and equipment typically installed and repaired in connection with all significant maintenance performed during scheduled outages and forced outages that relate to the Transferred Assets.

"Material Adverse Effect" means any one or more changes, events, circumstances, conditions or effects, whether known or unknown, accrued or unaccrued, actual or contingent, that is, or would be reasonably likely to be, materially adverse to the results of operations or condition (physical or financial) of the Transferred Assets, taken as a whole, or the ability of a Party (to which the applicable representation, warranty, covenant or condition relates) to own or operate the Transferred Assets or to consummate the Transactions.

"Permitted Encumbrances" means (a) any Encumbrance for Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings, including those that are listed on the Schedules as contested proceedings, (b) any Encumbrance arising by operation of Law not due to the willful violation of Law by Seller or its Affiliates, (c) any other imperfection or irregularity of title or other Encumbrance that would not, individually or in the aggregate, materially detract from the value of, or materially interfere with the present use of, the Transferred Assets, (d) zoning, planning, and other similar limitations and restrictions on, including all rights of any Governmental Authority to regulate, a Transferred Real Property Asset, and (e) those Encumbrances listed on Schedule 1.

"<u>Person</u>" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

"Site" means the real property underlying the Transferred Assets, as more particularly described on Exhibit C, together with all the rights, easements, and appurtenances pertaining thereto.

"Prudent Operating Practices" means the practices, methods, standards and procedures that are consistent with Law and are generally accepted, engaged in and followed during the relevant time period by reasonably skilled, competent, experienced, and prudent owners and operators of generating and transmission facilities in the United States similar to the Transferred Assets and which, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision is made, would reasonably be expected to accomplish the desired result in a manner consistent with applicable Laws, codes and standards, equipment

manufacturer's recommendations, insurance requirements, manuals, environmental protection, good business practices, reliability, safety and expedition and taking into consideration the requirements of all applicable Licenses, Contracts and, from and after the Effective Date, this Agreement.

"Schedule" means a schedule to this Agreement.

"<u>Tax</u>" or "<u>Taxes</u>" means (i) all sales, use or transaction privilege taxes, real or personal property taxes, recordation and transfer taxes, payroll deduction taxes, franchise taxes, taxes on gross or net income or other monetary obligations imposed, assessed or exacted by any Governmental Authority, and (ii) any interest, penalties, adjustments and additions attributable to any of the foregoing, including any liability for any of the foregoing taxes or other items arising as a transferee or successor, by contract or otherwise.

"<u>Tax Return</u>" means any report, return, information return or other information required to be supplied to a taxing authority in connection with Taxes.

"<u>Transaction Documents</u>" means this Agreement and the Closing Agreements and any other agreement, consent, License, Approval or other document or instrument provided in connection with the Transactions.

"<u>Transactions</u>" means the transactions contemplated on the part of each of the Parties, collectively, by this Agreement and the other Transaction Documents.

"<u>Warranty Claims</u>" means any claims of Seller arising under any express or implied warranties by the manufacturers, vendors or lessors of any of the Transferred Assets.

- **1.2** <u>Certain Interpretive Matters.</u> In this Agreement, unless the context otherwise requires:
- (a) the representations, warranties and covenants in this Agreement shall have independent significance. Accordingly, if a Party has breached any representation, warranty or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact the Party is in breach of the first representation, warranty or covenant.
- (b) if any time period set forth in this Agreement expires on a day that is not a Business Day, then the performance period shall be extended until the next Business Day.

ARTICLE 2 BASIC TRANSACTIONS

2.1 <u>Transferred Assets.</u> On the terms and subject to the conditions contained in this Agreement, at Closing, Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances (other than

Permitted Encumbrances), all of Seller's right, title and interest in, to and under the following Transferred Assets:

- (a) The "<u>Transferred Real Property Assets</u>" consisting of:
 - (i) the easements in favor of Buyer granted under the Easement; and
 - (ii) Seller's interest in any real property interests included in the Transferred Personal Property Assets.
- (b) The "<u>Transferred Personal Property Assets</u>" (sometimes referred to as "Transferred Assets") consisting of:
 - (i) the Equipment;
 - (ii) the Inventory;
 - (iii) the Major Maintenance Spare Parts;
 - (iv) the Transferred Licenses;
 - (v) Seller's interest in any personal property included in the Transferred Real Property Assets; and
 - (vi) Seller's interest in all unexpired and transferrable manufacturers' and other third-party warranties, guarantees and outstanding Warranty Claims relating to the Transferred Assets.
 - **2.2** <u>Assumed Liabilities</u>. From and after Closing, Buyer shall assume and pay, discharge and perform only those obligations and liabilities first arising after the Closing Date that are related to or incurred in connection with the Assigned Contracts or Transferred Licenses and other matters noted on <u>Schedule 2</u>, if any (collectively, the "<u>Assumed Liabilities</u>"). Notwithstanding anything in this Agreement or any other Transaction Document to the contrary, Buyer is not assuming any other liability, responsibility or obligation hereunder. By way of clarification, if a liability arose on or prior to Closing, the liability shall remain the responsibility of Seller, and if a liability arises after Closing, it shall remain the liability of Buyer.
- **2.3 Purchase Price**. The purchase price for the Transferred Assets shall be Two Million, One Hundred Sixty Seven Thousand Eight Hundred Seventy-Two Dollars (\$2,167,872.00) (the "Purchase Price"). xx[Seeking clarity on why pricing may change at or near time of Closing? Why? Also, consistent question throughout: what happens to assets are termination of Lease??]xx

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, except as qualified by or disclosed in the Schedules, as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Seller in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

3.1 <u>Formation and Power</u>. Seller is a municipal corporation duly formed and existing under the laws of the State of Ohio, and has full right, power and authority to own the Transferred Assets, and to enter into this Agreement and perform all of its obligations with respect to the Transactions, except where the failure to have such right, power and authority would not have a material effect adverse to Seller's right to consummate the Transactions.

3.2 Binding Obligations of Seller.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Seller and the consummation of the Transactions by Seller have been duly and effectively authorized by all necessary actions of Seller. This Agreement has been, and upon their execution, each Closing Agreement will have been, duly executed and delivered by Seller.
- (b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Seller and will be enforceable against Seller, in each case in accordance with the respective terms contained therein.
 - **3.3** No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement and by Seller of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Seller do not conflict with or result in a breach of any provision of the organizational documents of Seller.

3.4 Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any Approvals to be obtained by Seller that have not been obtained.
- (b) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any License or any filing with any Governmental Authority to be obtained or made by Seller.
 - **3.5** <u>Licenses.</u> All Licenses that are held by Seller as a named permittee in connection with the ownership and operation of the Transferred Assets in the manner in which they are currently owned and operated are in full force and effect. Seller has delivered to Buyer a true and correct copy of each of the Licenses. Seller has not previously

transferred or assigned any right, title or interest under any of the Licenses. To the knowledge of Seller, there are no proceedings pending or threatened to revoke or modify any License in any material respect.

3.6 Compliance with Law. To the best of Seller's knowledge, the Transferred Assets have been and are currently operated in compliance with all Licenses and all applicable Laws. To the best of Seller's knowledge, Seller is not, and has not been, in violation of or in default under any Law applicable to it or the Transferred Assets, and Seller has filed or caused to be filed timely all material forms, reports, statements, and other documents required to be filed by it with all Governmental Authorities with respect to the Transferred Assets, and those filings were prepared in compliance with applicable Law.

3.7 Environmental Matters.

- (a) To the best of Seller's knowledge, Seller has not conducted or permitted the conduct of operations or activities at the real property underlying the Transferred Real Property Assets (the "Subject Property") in violation of any Environmental Law. Seller has not received any written notice by a Governmental Authority to Seller or its Affiliates of a material violation of any Environmental Law by Seller or relating to the Subject Property. There are no environmental reports, studies, analyses, tests or monitoring results possessed by Seller or of which Seller is aware pertaining to Hazardous Materials in any regulated amount at, in, on, under or over the Subject Property or the Transferred Assets that would disclose any violation of any Environmental Law.
- (b) With respect to the Transferred Assets, and to the best of Seller's knowledge, Seller has not handled or disposed of any material amount of Hazardous Materials at the Subject Property or otherwise involving any of the Transferred Assets in violation of Environmental Law, or arranged for the disposal of any regulated amount of Hazardous Materials at or from the Subject Property or related to the Transferred Assets in violation of Environmental Law.
- (c) No written notice or written claim has been filed or threatened against Seller with respect to the Transferred Assets alleging any failure to comply with, or any violation of or liability under, any Environmental Law.

3.8 Transferred Assets.

(a) xx[Exhibit D]xx contains the separate legal description of the Subject Property. Except in conjunction with the Transactions, none of Seller or any of its Affiliates has entered into any material leases, subleases, licenses, concessions or other agreements granting to any party or parties the right to use or occupy all or any portion of the Subject Property, other than access easements for third party maintenance or service personnel in the ordinary course of business; the Subject Property is not subject to any commitment, right of first offer, or other arrangement

- for the sale, transfer or lease thereof to any third party (other than pursuant to this Agreement).
- (b) <u>Exhibit A</u> contains a complete listing of the Transferred Personal Property Assets.
- (c) Seller holds good and marketable title to, and is the record owner of fee simple title to, the Subject Property, the Transferred Assets, and related rights, free and clear of all Encumbrances, other than Permitted Encumbrances.
 - **3.9** <u>Litigation and Condemnation Proceedings</u>. To the best of Seller's knowledge, there are no material proceedings pending or, to Seller's knowledge, threatened at law or in equity against or relating to any or all of the Transferred Assets or Seller's ownership or operation thereof. There is no condemnation proceeding pending or, to Seller's knowledge, threatened against any part of the Transferred Assets. There are no proceedings at law or in equity pending or, to Seller's knowledge, threatened against Seller or its Affiliates with respect to the Transactions or the Transferred Assets, (i) relating to the execution or delivery of this Agreement, or (ii) which could materially delay, prevent, result in rescission or material modification of or otherwise unwind the Transactions or any material portion thereof.
 - Assets in their "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Buyer has had ample opportunity to inspect and satisfy itself as to the condition of the Transferred Assets. As a gratuitous accommodation and not as a representation, warranty, nor guarantee, Seller will furnish Buyer with copies of all maintenance, operating, performance, financial, warranty and other reports in its possession related to the Transferred Assets as Buyer reasonably requests. To the best of Seller's knowledge, Seller does not have knowledge of any material defect in any of the Transferred Assets.
- **3.11** Inspection and Acceptance. Buyer may, but is not required, to visit Seller's facilities to inspect the Transferred Assets not later than ten (10) business days prior to closing. Buyer may reject any Transferred Assets that contain defective materials or workmanship or do not conform to Buyer's specifications prior to closing.
 - Tax Matters. Excluding any Taxes on gross or net income or gain, Seller has filed or caused to be filed all Tax Returns required to have been filed by or for it (other than those for which extensions were requested and obtained in a timely manner) with respect to any Tax relating to the Transferred Assets (collectively, "Seller's Tax Returns"), and Seller has paid all Taxes that have become due as indicated thereon and that were required to be paid by or for Seller. To the best of Seller's knowledge, all of Seller's Tax Returns relating to the Transferred Assets are true, correct and complete in all material respects. No written notice of deficiency or assessment has been received by Seller from any taxing authority with respect to liabilities for Taxes of Seller in respect of the Transferred Assets, which have not been fully paid or finally settled, or if not fully paid or finally settled, any deficiency and assessment is being contested in good faith through appropriate proceedings. There are no outstanding agreements or waivers extending the applicable statutory periods

of limitation for Taxes of Seller associated with the Transferred Assets. All Taxes required to be withheld, collected or deposited by Seller have been timely withheld, collected or deposited and, to the extent required, have been paid to the relevant Tax authority.

- 3.13 <u>Brokers.</u> No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the Transactions based upon any agreements or arrangements or commitments, written or oral, made by or on behalf of Seller or any Affiliate of Seller by which the Transferred Assets or Buyer could be bound, before, from or after Closing.
- **3.14** <u>Insurance</u>. The Transferred Assets are insured through a policy issued to Seller by [Insert Name or Change to Self-Insured].
- **Absence of Certain Changes**. To Seller's knowledge, expressly excepting the physical condition of the Transferred Assets, and save and excepting Seller's distribution system that is attached to the Transferred Assets, no condition or effect exists that, individually or in the aggregate with any other conditions or effects, is or would reasonably be expected to be materially adverse to the ownership or operation of the Transferred Assets.
- 3.16 <u>Undisclosed Liabilities</u>. Other than liabilities routinely associate with ownership of the Transferred Assets, Seller has no liability or obligation with respect to the Transferred Assets (whether accrued or unaccrued, known or unknown, absolute or contingent), except for (i) Permitted Encumbrances, (ii) matters that have been recorded on Seller's financial statements, and those obligations that have arisen thereafter in the ordinary course of business, and (iii) those obligations which individually or in the aggregate do not impair, impede or prevent Seller's ownership or operation of the Transferred Assets.
- **3.17 No Other Representations or Warranties**. Seller makes no other representations or warranties except for those expressly made in this Agreement and Seller expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this <u>Article 4</u>, except as qualified by or disclosed in the Schedules as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Buyer in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

4.1 <u>Organization and Power</u>. Buyer is a non-profit limited liability company organized and existing under the laws of the State of Ohio and has full right, power and authority to enter into this Agreement, to own its assets and to perform all of its obligations with respect to the Transactions.

4.2 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement and of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Buyer do not conflict with or result in a breach of any provision of the organizational documents of Buyer.

4.3 Approvals and Buyer's Required Regulatory Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Buyer and the consummation of the Transactions by Buyer have been duly and effectively authorized by all necessary internal actions of Buyer.
- (b) This Agreement has been, and upon its execution of each Closing Agreement to which Buyer is a party, each Closing Agreement will have been, duly executed and delivered by Buyer.
- (c) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Buyer and will be enforceable against Buyer, in each case in accordance with the respective terms contained therein.
- (d) The execution, delivery and performance of this Agreement and the Closing Agreements and the consummation of the Transactions by Buyer do not require any material License or any material filing with any Governmental Authority to be obtained or made by Buyer.
 - **4.4** <u>Litigation</u>. There are no proceedings pending or, to Buyer's knowledge, threatened against Buyer or its Affiliates with respect to the Transactions at law or in equity, (i) relating to the execution or delivery of this Agreement, or (ii) which would reasonably be expected to delay, prevent, result in rescission or modification of or otherwise unwind the Transactions or any portion thereof.
 - **4.5** Condition of the Transferred Assets. Seller is selling the Transferred Assets in their "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Buyer has had ample opportunity to insect and satisfy itself as to the condition of the Transferred Assets and the condition of the real estate housing the Transferred Assets, for all things that may be of concern to Buyer, including but not limited to environmental matters. xx[Seller is concerned about absence of provisions re: City/HPP distribution system being connected, and Buyer will not impair, impeded, discontinue, or otherwise disturb current energy flow what happens to assets at end of Lease?]xx
 - **4.6** <u>No Other Representations or Warranties</u>. Buyer makes, no other representations or warranties except for those expressly made in this Agreement and Buyer expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 5 COVENANTS OF SELLER AND BUYER

- **Commercially Reasonable Efforts to Close**. Subject to the terms and conditions provided herein, each of the Parties agrees to use its Commercially Reasonable Efforts to close, consummate and make effective the Transactions, and for the satisfaction of all other conditions to Closing set forth herein that it is required to satisfy (or to cause to be satisfied) to proceed with Closing.
- **5.2 Expenses**. Whether or not the Transactions are consummated, except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by Buyer, and Buyer shall pay the filing fees and expenses in connection with any filing it makes with Federal Regulatory Energy Commission ("FERC") in connection with the Transactions. Notwithstanding the foregoing, documentary transfer fees, if any, and recording costs and charges respecting real property shall be paid by the Buyer unless otherwise provided herein.

5.3 <u>Tax Matters</u>.

- (a) Subject to <u>Section 5.2</u>, all transfer, documentary, sales, use, stamp, registration, value added and other Taxes and fees accruing prior to Closing relating to the transfer of the Transferred Asset and Ground Lease to Seller (including any penalties and interest) incurred in connection with this Agreement, the Ground Lease, and other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne by Seller. Seller shall, at its own expense, timely file any Tax Return or other document with respect to the above-referenced Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).
- (b) Each Party shall use Commercially Reasonable Efforts to cooperate fully with the other Party, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns pursuant to this Agreement and any Proceeding with respect to Taxes associated with the Transactions. Consistent with their respective document retention policies, each Party agrees to retain all of its books and records with respect to Tax matters pertinent to the Transferred Assets relating to any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any taxing authority.

(c)

5.4 Post-Closing Delivery and Retention of Records. Within ten (10) days following Closing, and provided Buyer enters into a Non-Disclosure/Confidentiality Agreement, Seller shall deliver to Buyer all non-privileged books, records and data in Buyer's possession pertaining exclusively to the Transferred Assets (other than those relating to the financial performance of Seller and other than those protected by attorney-client privilege) in Seller's possession or control or reasonably available to Seller, in each case other than Excluded Assets; provided, that, any electronic correspondence and files stored on equipment and media that are not material need not be delivered, but shall be provided as reasonably requested by Buyer. Seller shall be entitled to make

at its own expense and retain copies of the records pertaining to the Transferred Assets as needed in connection with Tax Returns or other filings with or notices to Governmental Authorities. Each Party shall (a) hold all records pertaining to the Transferred Assets and not destroy or dispose of any records for a period of seven (7) years following the Closing Date, or if any records pertain to any Proceeding pending at the conclusion of the seven-year period, until the Proceeding is finally resolved and the time for all appeals has been exhausted, and (b) for seven (7) years following Closing, allow the other Party and its accountants and counsel upon reasonable request, during normal business hours, reasonable access to the records pertaining to the Transferred Assets which it holds (other than those constituting Excluded Assets) at no cost, other than costs of copying and other reasonable out-of-pocket expenses; provided, however, that these obligations will not apply to any records subject to any attorney-client privilege.

5.5 <u>Post-Closing Cooperation</u>. After Closing, upon prior reasonable written request, each Party shall use Commercially Reasonable Efforts to cooperate with the other Party in further evidencing and consummating the Transactions.

5.6 Confidentiality.

- (a) Unless and until the Closing occurs, Seller shall keep confidential, except as may be approved in writing by Buyer, or as may be required under applicable Law, (1) any and all information received, created, or maintained by Seller related to any Seller owned or operated utility the release of which would more likely than not provide or create a competitive disadvantage to any of Seller's owned or operated utilities or be of economic value to a competitor or a person other than Seller, including information related to Seller's assets, operations or prospects, which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer relating to the Transferred Assets that contains information described in clause (1) above (the "Buyer Confidential Information"). Buyer shall keep confidential, except as may be approved in writing by Seller, or as may be required under applicable Law, (1) any and all information received by or in the possession of Buyer relating to Seller's business, assets, operations or prospects and/or relating to the Transferred Assets which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer or Seller relating to the Transferred Assets or Seller and its Affiliates (collectively, the "Seller Confidential Information," and together with the Buyer Confidential Information, the "Confidential Information").
- (b) Notwithstanding anything in this Agreement to the contrary, each party hereto agrees that each Party (and any person or entity to which Confidential Information is disclosed by the Party as permitted hereby) may disclose Confidential Information to the extent reasonably necessary to: (i) its regulators; (ii) its auditors; (iii) persons who need to know the tax treatment and tax structure of the transactions contemplated by this Agreement; and (iv) the extent otherwise

- requested by any governmental agency, regulatory authority (including any self-regulatory organization claiming to have jurisdiction) or any bank examiner.
- (c) Nothing in this Agreement shall bar the right of either Party to seek and obtain from any court injunctive relief, for which no bond shall be required, against conduct or threatened conduct which violates this Section 5.6.
- (d) Neither Party shall issue any external press releases, communications or disclosures concerning the Confidential Information or the Closing, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except those releases, communications or disclosures which are otherwise required by Law.
- 5.7 <u>Risk of Loss/Casualty/Takings</u>. DURING THE INTERIM OPERATIONAL PERIOD, ALL RISK OF LOSS OR DAMAGE TO THE TRANSFERRED ASSETS SHALL, AS BETWEEN SELLER AND BUYER, BE BORNE BY SELLER.

ARTICLE 6 ADDITIONAL COVENANTS OF SELLER AND BUYER

Seller and Buyer, as applicable, hereby additionally covenant, promise and agree as follows:

- 6.1 Access and Information. Throughout the Interim Operational Period, Seller shall, upon reasonable notice from Buyer: (1) provide Buyer and its Representatives reasonable access to the books and records and other documents and data related to the Transferred Assets and Assumed Liabilities; (2) furnish Buyer and its Representatives with financial, operating and other data and information related to the Transferred Assets as Buyer or any of its Representatives may reasonably request: (3) reasonably cooperate with Buyer in its investigation of the Transferred Assets; (4) provide Buyer with copies of any proposed amendment to any Assigned Contract and any proposed new Contract relating to the Transferred Assets of which Seller is aware; (5) provide Buyer with copies of any correspondence or notice asserting or threatening the assertion of a default under or termination of any Assigned Contract relating to the Transferred Assets; and (6) save and excepting damage or loss occasioned by force majeure event and for matters beyond the reasonable control of Seller, to the extent practicable under the circumstances, notify Buyer in advance of the commencement of any maintenance or capital project on the Transferred Assets that is expected to involve the expenditure of at least \$25,000. No investigation by Buyer or information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.
- **6.2** Operations During Interim Operational Period. Except as authorized by Buyer in writing, from the Effective Date until Closing or termination of this Agreement, Seller shall maintain, or cause to be maintained, the Transferred Assets in the ordinary course of business consistent with past practices, and Seller shall use its best efforts to operate the Transferred Assets in accordance with Prudent Operating Practices and in

compliance with applicable Law; <u>provided</u>, that, this obligation shall not be deemed to require Seller to make any capital or maintenance expenditures other than those that would be part of the normal course of business.

- **6.3** <u>Notice of Certain Events.</u> Buyer's receipt of information pursuant to this Section shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement any schedule to this Agreement, except as otherwise provided in this Agreement.
- **6.5** Right of First Offer. Except as provided below, if Buyer hereafter seeks to sell or dispose of all or substantially all of the Transferred Assets or any entity in which those assets comprise all or substantially all of its assets, whether by way of a sale of securities, merger, consolidation or similar proceeding, to any unaffiliated third party (a "Triggering Event"), Buyer hereby grants to Seller a right of first offer to acquire those assets. If Buyer seeks to enter into a Triggering Event, it shall provide written notice of the proposed Triggering Event prior to the date Buyer seeks to enter into the Triggering Event, or to commence offering that opportunity to another Person. Seller days after the date of Buyer's notice to notify Buyer in writing of shall have its intent to acquire the assets or equity subject to that transaction. If Seller submits an offer for any of the assets or equity, it must submit an offer to acquire all of those assets or equity and the related liabilities, unless the Parties otherwise agree. The Parties days after Seller notifies Buyer in writing of its intent to acquire shall have such assets or equity to negotiate the principal business terms of that transaction which shall consist of the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein. If they agree on those terms, then they shall continue to prepare definitive documents to effect that transfer on mutually acceptable terms during the next seventy-five (75) days. If at the end of that time, the parties are unable to consummate that transaction, then Buyer shall be free to sell those assets or equities to any other potential purchaser for a price not materially less than the net book value, provided that the revenue from any sale to any unaffiliated third party in excess of the net book value shall be divided evenly between Buyer and Seller.

This right of first offer shall not apply to: (a) ordinary course retirements, replacements or additions to the Transferred Assets, (b) any transaction not involving all or substantially all of the Transferred Assets or their replacements, or (c) any sale, merger or reorganization of Buyer or involving all or substantially all of its assets or securities.

Right to Lease-Back. If Buyer is not permitted to recover all or substantially all of its costs, plus a FERC-approved margin through its FERC-approved tariff, or in the event that Buyer's survey or title search identify any issues that would materially and negatively impact Buyer's ownership or operation of the Transferred Assets, then Buyer shall provide notice in writing to Seller. Upon such notice, Seller shall enter into an operating lease to cover Buyer's costs (i.e., Buyer's cost of interest carrying costs, depreciation, and any FERC-required interest) for a term that extends until the assets become networked, but

in no event shall such term extend beyond December 31, 2025 unless agreed by both Parties. This right shall not extend beyond the final adjudication of Buyer's request for such cost recovery before the FERC.

- **6.6 Right of Return.** If the second delivery point project is not completed by December 31, 2025, or such later date agreed upon by both Parties, Seller shall have the right to reacquire the assets at the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein.
- **6.7 Conduct Pending Closing**. Prior to Closing or termination of this Agreement, unless Seller shall otherwise consent in writing, Buyer shall not take any affirmative action which would intentionally cause any of Buyer's representations and warranties set forth in <u>Article 4</u> to be materially inaccurate as of Closing.
- **6.8** <u>Notice Certain Events</u>. During the Interim Operational Period, after obtaining knowledge of any event below, Buyer shall promptly notify Seller in writing of (but only to the extent affecting the Transferred Assets, Assumed Liabilities or ability of the Parties to consummate the Transactions):
- (a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the Transactions, without regard to the giving of notice or any opportunity to cure, (B) has resulted in any representation or warranty made by Buyer in <u>Article 4</u> not being true and correct or (C) has resulted in the failure of any of the conditions set forth in <u>Section 8.2</u> to be satisfied;
- (b) any material written notice or other written material communication from any Person received by it alleging that the consent of the Person is or may be required in connection with the transactions contemplated by this Agreement; and
- (c) any material written notice or other material written communication from any Governmental Authority received by it in connection with the Transactions, the Transferred Assets or the Assumed Liabilities.

For purposes of determining the accuracy of the representations and warranties of Seller contained in this Agreement and for purposes of determining satisfaction of the conditions set forth in Section 8.2, all subsequent updates prior the end of Buyer's due diligence period shall serve to cure any breach of that representation or warranty. If, prior to Closing, Buyer discovers any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets which cannot be cured by Closing, Buyer shall have the right to terminate this Agreement. Should Buyer consummate the Transactions with knowledge of any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets that could not be cured by Closing, and absent any written agreement by and between

the parties relating to same, Buyer shall be deemed to have its rights with respect to that breach of representation or warranty thereafter.

ARTICLE 7 CONDITIONS TO CLOSING

The obligations of Buyer and Seller to consummate the Transactions at Closing shall be subject to fulfillment at or prior to Closing of the following conditions, unless Buyer or Seller, as applicable, waives the condition in writing:

- **7.1** Termination of Agreement. This Agreement shall not have been duly terminated.
- **7.2** Representations and Warranties. As a condition to a Party's obligation to consummate the Transactions, the representations and warranties of the other Party set forth in this Agreement shall be true and correct to the best of each parties' knowledge as of the Closing Date as though made on the Closing Date.
- **7.3** Performance by Buyer and Seller. Buyer and Seller shall have each performed and complied in all material respects with all of its respective agreements, obligations and covenants (including but not limited to those set forth in Articles 5, 6 and 7) hereunder during the Interim Operational Period.
- **7.4** <u>Transfer of Licenses</u>. All Transferred Licenses that lawfully may be transferred on or prior to Closing shall have been transferred to Buyer at Closing.
- **7.5** No Restraint. There shall be no:
- (a) Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Authority of competent jurisdiction which directs that the Transactions shall not be consummated as herein provided and no Proceeding has been commenced by a Governmental Authority seeking to do any of the foregoing; or
- (b) Law enacted which would render the consummation of the Transactions illegal or Law enacted that would prohibit or materially increase the cost of the owning or operating the Transferred Assets.
 - **7.6** <u>Closing Agreements</u>. Buyer and Seller and any of their respective Affiliates which are parties to any Closing Agreements shall have executed and delivered the respective Closing Agreements to be executed by that Party or others, as appropriate.
 - **7.7** <u>Material Adverse Effect</u>. No change, event, circumstance, condition, or effect shall have occurred from and after the Effective Date and is continuing that, individually or in the aggregate with any other changes, events, circumstances, conditions or effects, is or would reasonably be expected to be adversely material on the ability of the Buyer to own or operate the Transferred Assets.

- **7.8** Ongoing Repairs, Maintenance and Improvements. Seller shall have completed all repairs, maintenance and improvements for the Transferred Assets scheduled to have been completed through the Closing Date, based on the Seller's 2018 operating plan.
- **7.9 FERC Approvals**. The Parties shall have received FERC acceptance of all agreements related to the Transferred Assets that are required to be filed with FERC and FERC acceptance of all agreements related to the assignment and amendment of the Interconnection and Operating Agreement that are required to be filed with FERC.

ARTICLE 8 CLOSING

- **8.1** <u>Closing</u>. The Closing provided for in this Agreement will take place on the Closing Date as Buyer and Seller may mutually agree in writing. At Closing, subject to the terms and conditions hereof, Buyer and Seller shall deliver or cause to be delivered to each other all the documents, instruments and other agreements required pursuant to <u>Articles 8</u> and <u>9</u> to be executed and delivered for Closing, in each case duly executed by an authorized signatory of Buyer and Seller or other applicable Person and, if applicable, acknowledged and in due form for recording (collectively the "<u>Closing</u> Agreements").
- **8.2** <u>Closing Agreements</u>. Subject to the terms and conditions hereof, at the Closing, Buyer and Seller, as applicable, shall deliver, or cause to be delivered, the following to the other Party (and third parties, as applicable), in mutually acceptable form, that approval not to be unreasonably withheld:
- (a) An amount in immediately available funds, by way of wire transfer from Buyer to an account or accounts designated at the order of Seller, equal to the Purchase Price:
- a Bill of Sale and Assignment executed by Seller transferring all of the Transferred Personal Property;
- (c) intentionally omitted;
- (d) the Ground Lease Agreement;
- (e) intentionally omitted;
- (f) Certified copies of the resolutions of the Party's governing board or bodies, as needed, authorizing the execution, delivery and performance of this Agreement and the Transactions:
- (g) A certificate of the Secretary or Associate Secretary of the Party identifying the name and title and bearing the signatures of the officers of that Party, authorized to execute and deliver this Agreement, each Closing Agreement to which it is a party and the other agreements contemplated hereby;

- (h) Evidence, in form and substance reasonably satisfactory to Seller, of the receipt by Buyer of its Required Regulatory Approvals;
- (i) To the extent available, originals of all of the Assigned Contracts constituting Transferred Assets, and, if the originals are not available, true and correct copies thereof, and required assignments to transfer the Assigned Contracts, duly executed by Seller and the counterparty (subject to Section 5.9);
- (j) Documents, if any, necessary to transfer any of the Transferred Assets not covered by the foregoing or as reasonably requested by Buyer;
- (k) Certificates of non-foreign status in the form required by Section 1445 of the Code duly executed by Seller; and
- (I) All the other agreements, documents, instruments and writings required to be delivered by the other Party at or prior to the Closing Date pursuant to this Agreement or reasonably requested by the other Party in connection with the Transactions.

ARTICLE 9 TERMINATION

- **9.1 Termination**. This Agreement may be terminated prior to Closing only:
- (a) At any time, by mutual written consent of Seller and Buyer;
- (b) By either Party upon written notice to the other Party if any Governmental Authority having competent jurisdiction has issued a final, non-appealable order, decree, ruling or injunction (other than a temporary restraining order) or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions;
- (c) By Buyer or Seller, as applicable, pursuant to other provisions of this Agreement.
- (d) By a Party if there has been a misrepresentation with respect to the other Party's representations and warranties in this Agreement, or a default or breach by that other Party with respect to its covenants or agreements contained in this Agreement, any of which individually or in the aggregate would result in the material failure to satisfy one or more of the conditions to the Closing set forth in Section 8.1 or Section 8.2, as applicable, but not including any of those covenants that are not fulfilled due to the actions or inactions of the Party seeking termination, and the misrepresentation, default or breach is not cured within sixty (60) days (a "Cure Period");
- (e) By either Party upon written notice to the other, if all conditions set forth in Article 8, other than those that are within the control of the other Party, have been satisfied (other than conditions which by their nature are to be satisfied at the Closing) and a party provides a writing that it refuses to close the transaction within thirty (30) days of written notice from the other Party indicating the non-terminating party is

ready, willing and able to close and that the conditions noted in this subsection have been satisfied.

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, the Parties shall have no further obligations or liabilities hereunder, except as expressly provided in this Agreement, including Section 5.7; provided that nothing in this Section 9.2 shall relieve any Party from liability for any fraudulent, reckless or willful breach of this Agreement by the Party prior to termination of this Agreement.

ARTICLE 10 INDEMNIFICATION

- **10.1 Indemnity by Buyer.** To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against any and all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses, arising out of or in connection with the Transaction or the activities of Buyer, including but not limited to third party claims for personal injury and/or property damage relating to or resulting from:
- (a) The material breach of any representation or the breach of any warranty made by Buyer in this Agreement or any other Closing Agreement or Buyer's Closing Certificate:
- (b) the material breach of any covenant or agreement made or undertaken by Buyer in this Agreement or any other Closing Agreement;
- (c) the acts or omissions of Buyer;
- (d) breach of this Agreement;
- (e) breach of the Ground Lease;
- (f) Damage or loss to Seller's existing electric distribution system as a result of the acts or omissions of Buyer and/or Buyer's agents, employees or authorized Representatives;
- (g) the Excluded Assets or the Excluded Liabilities.

Buyer's indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Seller Indemnified Parties. But this section does not obligate Buyer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Seller Indemnified Parties by any direct or indirect employee of Seller, a subcontractor, or a person or entity for whom Seller or a

subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Buyer's indemnification obligation will survive termination of this Agreement.

The indemnification obligations contained herein shall survive Closing and consummation of the transactions contemplated by this Agreement.

ARTICLE 11 GENERAL PROVISIONS

11.1 <u>Notices</u>. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt, if delivered in person, (b) one (1) Business Day after having been delivered to a courier for overnight delivery, (c) upon transmission by e-mail or facsimile if sent before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or (d) five (5) Business Days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested, all fees prepaid, directed to the Parties or their permitted assignees at the following addresses (or at another address as shall be given in writing by a Party):

If to Seller, addressed to: City of Huron, Ohio

417 Main Street Huron, OH 44839

Attn: Mayor

Phone: (419) 433-5000 Fax: (419) 433-5120

E-Mail: sam.artino@huronohio.us

with a copy to: City of Huron, Ohio

417 Main Street Huron, OH 44839 Attn: Law Director Phone: (216) 619-7850

Fax: (216) 916-2430

tschrader@sseg-law.com

f to Buyer, addressed to: AMP Transmission, LLC

1111 Schrock Road, Suite 100

Columbus, OH 43229 Attn: Pamala M. Sullivan Phone: 614-540-0971

E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC

1111 Schrock Road, Suite 100

Columbus, OH 43229 Attn: Lisa McAlister Phone: 614-540-1111 Fax: 614-540-6397

E-Mail: Imcalister@amppartners.org

- 11.2 <u>Successors and Assigns</u>. Notwithstanding any contrary provision of this Agreement, the rights of the Parties under this Agreement shall not be assigned or transferred nor shall the duties of either Party be delegated without the prior written consent of the other Party in its sole discretion. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties hereto and their permitted assignees) any benefits, rights or remedies under or by reason of this Agreement.
- 11.3 <u>Counterparts</u>. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Counterparts may be delivered by facsimile or other electronic methods and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.
- **11.4** <u>Captions and Paragraph Headings</u>. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 11.5 Entirety of Agreement; Amendments. This Agreement (including the Schedules, Appendices and Exhibits hereto) and the Closing Agreements contain the entire understanding between the Parties concerning the Transactions and, except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement and the Closing Agreements which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties. All Appendices, Exhibits and Schedules attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.
- **11.6** <u>Waiver</u>. The failure of a Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of that term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by the Party. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall any waiver be

construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

11.6 <u>Waiver of Jury Trial</u>. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS.

11.7 Governing Law/Dispute Resolution.

- (a) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.
- (b) Subject to the provisions of subsection (c), each Party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any Proceeding arising out of or relating to this Agreement, or any of the Closing Agreements or the Transactions contemplated hereby, and agrees that any Proceeding arising out of this Agreement or any Closing Agreement shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the in personam jurisdiction of those courts and waives and agrees not to assert in any Proceeding before any of those courts, by way of motion, as a defense or otherwise, any claim that it is not subject to the in personam jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any Proceeding arising out of or relating to this Agreement, any Closing Agreement or the Transactions contemplated hereby brought in any of those courts and any claim that any Proceeding brought in any of those courts has been brought in an inconvenient forum.
 - 11.8 <u>No Partnership; Relationship between Buyer and Seller</u>. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between Buyer and Seller; and in no event shall either Party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The Parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Transferred Assets, as applicable.

- 11.9 <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be unenforceable under applicable Law, the provision shall be unenforceable only to the extent expressly so held, without affecting the remainder of the provision or the remaining provisions of this Agreement. The Parties shall negotiate in good faith to agree upon legal, valid and enforceable substitute provisions to carry out the purposes and intent of any unenforceable provision.
- 11.10 <u>Time of the Essence</u>. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The Parties acknowledge that each will be relying upon the timely performance by the other of its obligations hereunder as a material inducement to each Party's execution of this Agreement.
- 11.11 Limitations on Damages. EXCEPT IN THE CASE OF FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, NO PARTY OR ANY OF ITS RESPECTIVE OFFICERS. TRUSTEES. DIRECTORS. CONTRACTORS. SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS AGREEMENT OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN FOR ACTUAL DAMAGES. IN ADDITION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY CLOSING AGREEMENT, IN NO EVENT SHALL ANY PARTY OR ANY OF ITS AND ITS RESPECTIVE OFFICERS, TRUSTEES. DIRECTORS, CONTRACTORS. SUBCONTRACTORS. ATTORNEYS. AGENTS. REPRESENTATIVES AFFILIATES BE LIABLE UNDER THIS AGREEMENT OR, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS, OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

SELLER:	By:
	Name: Todd A. Schrader
THE CITY OF HURON, OHIO	
	Title: Law Director
By:	<u>_</u>
Name: Sam Artino	<u>_</u>
Title: Mayor	
Approved as to form:	

BUYER:	Title: <u>President</u>
AMP TRANSMISSION, LLC	Approved as to form:
	By:
By:	Name: Lisa G. McAlister
Name: Pamala M. Sullivan	Title: General Counsel

Schedule 1 – Permitted Encumbrances

There are no Permitted Encumbrances.

Schedule 2 - Assumed Liabilities

There are no Assumed Liabilities.

Exhibit A

Equipment

Line	Qty	Unit	t Description			
Lille	Qty	Onne	Description	Manufacture		
			MAJOR EQUIPMENT	-		
A3	1	EA	CONTROL HOUSE- COMPLETE W/ BATTERY, AUX EQUIPMENT, HMI, RELAY ;PANELS PER SPEC- 1 SHIPPING SPLIT - TESTING - FIELD ASSISTANCE - OFFLOADED	JAGG		
A4	3	EA	69KV BREAKERS	GE/ALSTOM		
A7	1	EA	69KV, 1200A 3PH HORN GAP, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR		
A8	1	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR		
A9	2	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR		
A10	2	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR		
A12	3	EA	SURGE ARRESTER - STATION CLASS, 48kV MCOV, 60kV RATING	HUBBELL		
			<u>STEEL</u>	-		
S1	1	EA	69KV TAKEOFF DEADEND BOX STRUCTURE	PEPCO		
S2	1	EA	69KV - FE METERING STRUCTURE - (CT/PT SUPPLIED BY FE)	PEPCO		
S3	3	EA	69KV 3PH HIGH BUS SUPPORT STRUCTURE	PEPCO		
S4	6	EA	69KV 1PH LOW BUS TAP STRUCTURE	PEPCO		
S5	2	EA	69KV SWITCH STAND	PEPCO		
S6	2	EA	69KV 3PH BUS SUPPORT STRUCTURE	PEPCO		
S7	1	EA	SHIELD/LIGHTNING MAST - 50'	GALV		
S8	1	LOT	ANCHOR BOLTS AND TEMPLATES FOR ALL PEPCO SUPPLIED STRUCTURES	TF		
S9	1	EA	SWITCH GROUND MATS 6X4 - (HORN GAP SWITCH)	PEPCO		
S9A	5	EA	SWITCH GROUND MATS 3X4	PEPCO		
			BUSSING, FITTINGS - 69KV	_		
B1	940	FT	BUS PIPE 2.5" - SCH 40 6063T6 - 20' STICKS			
B2	900	FT	DAMPER CABLE - 266.8 Partridge			
В3	400	FT	JUMPER CABLE - 477 ACSR HAWK			
ВЗА	50	FT	JUMPER CABLE, 3/0 ACSR (PIGEON)			
B4	31	EA	INSULATORS - STATION POST TR278	TE		
	1	LOT	BUS SUPPORT FITTINGS FOR 69KV BUS PER THE FOLLOWING:	TRAVIS PATTERN		
B5	31	EA	BUS SUPPORT FITTING - 2-1/2" PIPE TO 5" B.C SLIP OR FIXED AS REQUIRED - BOLTED	TRAVIS PATTERN		
B6	15	EA	TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN		
B6A	16	EA	TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM - CENTER FORMED	TRAVIS PATTERN		

В7	27	EA	TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
В7А	7	EA	TERMINALS - 3/0 ACSR TO 2-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B8	12	EA	TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM - 90- DEGREES	TRAVIS PATTERN
В9	12	EA	TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM	TRAVIS PATTERN
B9A	6	EA	TEES - 2-1/2" PIPE TO TWO 2-1/2" PIPES, BOLTED ALUMINUM - 15- DEGREE ANGLES	TRAVIS PATTERN
B9B	12	EA	TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 15- DEGREE ANGLE	TRAVIS PATTERN
B10	6	EA	TEES - 2-1/2" PIPE MAIN TO 477 ACSR TAP, BOLTED ALUMINUM	TRAVIS PATTERN
B10A	7	EA	TEES - 2-1/2" PIPE MAIN TO 2-HOLE PAD, BOLTED ALUMINUM	TRAVIS PATTERN
B11	6	EA	STUD CONNECTORS - 1-1/2" STUD TO 4-HOLE PAD, BOLTED ALUMINUM	TRAVIS PATTERN
B11A	6	EA	EXPANSION TERMINAL, 2-1/2" PIPE TO 4-HOLE PAD, ALUMINUM	TRAVIS PATTERN
B12	21	EA	COUPLERS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM	TRAVIS PATTERN
B13	27	EA	ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 90- DEGREES	TRAVIS PATTERN
B14	4	EA	ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 45- DEGREES	TRAVIS PATTERN
B15	9	EA	END CAP, 2-1/2" PIPE	TRAVIS PATTERN
B16	3	EA	DEADEND CLAMP FOR STATIC LINE	MACLEAN
B17	3	EA	SHACKLE FOR STATIC DEADEND	HUBBELL
B18	250	FT	STATIC WIRE 3/8 GALVANIZED	NATIONAL
BSA	1	LOT	BOLT SETS - TERMINAL, EQUIPMENT MOUNTING, ETC - COMPLETE AS REQ	TF
BS1	500	EA	1/2" X 2-1/2" SS HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (TERMINALS)	
BS2	125	EA	5/8"-11 X 1-1/4" GALV. HEX BOLT W/ 1/2" FLAT AND LOCK WASHER (INSULATORS)	
BS3	20	EA	1/2" X 3" GALV. HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (CTs & PTs)	

Exhibit B

Ground Lease Agreement

[See Attached]

GROUND LEASE

	THIS	GROUNE	LEAS	SE (" <u>Le</u>	<u>ease</u> ")	is ente	erec	d into	this	d	ay of		,	2020
(the "	Comm	nencemen [®]	Date	"), bet	ween	The (City	of H	luron	, Ohi	o, an	Ohio	mun	iicipal
corpo	ration	("Lessor")	, and	AMP	Trans	smissic	n,	LLC,	an (Ohio	non-p	rofit	corpo	ration
("Less	<u>see</u> ").													

RECITALS

- A. Lessor operates an electric distribution utility in Huron, Ohio. Prior to the date of this Lease, Lessor owned 69 kilovolt ("kV") facilities and associated equipment at its substation, including but not limited to two 69 kV transformers, three 69 kV breakers, a control house, and associated equipment, including steel arrangements, foundations, breakers, and major equipment including the inside of the control house, relay panels, and DC battery systems, arresters and switches and associated equipment (collectively, the "Equipment"), as described more fully in the Purchase Agreement (defined below).
- B. On the Commencement Date, Lessor has sold the Equipment to Lessee, pursuant to an Asset Purchase and Sale Agreement (the "<u>Purchase Agreement</u>"). As contemplated in that agreement, the Equipment or its replacements shall remain in place at the Substation located at <u>1100 Rye Beach Road</u>, Huron, Ohio 44839, to be used in connection with the transmission of electricity from the transmission grid to Huron's distribution utility at the Substation.
- C. Through this Lease, Lessor seeks to provide Lessee with access on a non-exclusive basis to the Leased Premises (defined below), and with the right to occupy on a non-exclusive basis the Leased Premises to permit it to own, operate, maintain, repair and replace the Equipment during the term of this Lease, on the terms set forth more fully below.

On the Commencement Date, Lessor has also provided to Lessee a Perpetual Access Easement (the "<u>Easement</u>"), granting Lessee rights to access to the Equipment and the Leased Premises and the right to own, operate, maintain, repair and replace the Equipment at the Leased Premises for so long as Lessee or its successors and assigns own any of that Equipment or its replacements, on the terms set forth in that Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the rents and mutual covenants herein contained, Lessor and Lessee do hereby covenant, promise and agree as follows:

I. LEASED PREMISES AND ACCESS RIGHTS

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on a non-exclusive basis with Lessor, the real property described on <u>Lease Exhibit A</u>, attached hereto, and by this reference incorporated herein, together with all rights and appurtenances thereto (the "<u>Leased Premises</u>"), situated in the County of Erie, State of Ohio. All references to the Leased Premises shall be deemed to include any subsequent

improvements to the Leased Premises, whether made by Lessor or Lessee. The provisions of this Lease are all covenants running with the land for the duration of the Term (as defined below) only.

- B. The parties acknowledge that the Leased Premises include the Substation as well as additional area around the substation amounting to approximately three acres. Lessor hereby grants Lessee and its directors, managers, officers, employees, agents, contractors (collectively, its "Representatives") and its and their invitees access at no charge to them to and across the Substation property during the Term to enable access to the Leased Premises by Lessee and its Representatives and invitees. In addition, Lessee and its Representatives shall have reasonable access to and use of, at no charge to them, the Substation facilities (e.g., offices, restrooms, storage facilities, if any) as requested by Lessee in connection with the ownership, operation, maintenance, repair, replacement, improvement, and removal of the Equipment and the use or the Leased Premises.
- C. Lessee agrees that it and its Representatives shall comply with Lessor's reasonable safety rules at the Substation.
- D. This Lease is subject to a non-exclusive license in favor of Lessor to the lands and improvements owned by Lessor that are adjacent and contiguous to the Leased Premises for access to the Substation as may be necessary from time to time, with Lessor's permission and in accordance with Lessor's safety and other protocols.

II. LEASE TERM

The initial term of this Lease (the "Initial Term") shall commence at 12:01 a.m., on the Commencement Date, and end at 11:59 p.m. on December 31, 2055, unless sooner terminated or extended, as provided herein. At Lessee's option, which may be exercised by Lessee in writing at any time prior to the expiration of the Initial Term, Lessee may extend the term of this Lease for an additional ten year term, commencing with the expiration of the Initial Term (the "Extended Term" and collectively with the Initial Term, the "Term"). In the event that Lessee opts in writing to extend this Lease, the lease payment(s) shall be determined by mutual agreement of Lessor and Lessee in accordance with the fair market value of the leasehold interest at the time of such extension

In the event that Lessee sells or transfers the Equipment to Lessor or a third party, this Lease shall terminate once the asset transfer is complete unless the Lease is also transferred with the Equipment.

III. LEASE PAYMENTS

A. Commencing on the Commencement Date, Lessee shall pay to Lessor as "Base Rent" for the Leased Premises, without notice, set-off, deduction or demand, the sum of TBD Dollars (\$.00) as a one-time, upfront payment payable on the Commencement Date. Lessor acknowledges the receipt of the full payment for the initial term, which shall be applied as a prepaid rent credit.

- B. In the event that Lessor shall be required to pay any transaction privilege or sales tax levied upon or assessed against the Base Rent or additional rental received by Lessor by any governmental authority having jurisdiction paid by Lessee to Lessor hereunder ("Rental Taxes"), specifically excluding Lessor's income tax, Lessee shall pay its Pro Rata Share of those Rental Taxes in addition to the Base Rent which Lessee is required to pay Lessor herein. The amount required to be paid by Lessee to Lessor for Rental Taxes shall be paid on or before the date the taxes are due and shall be considered as the payment of taxes, and not the payment of rent.
- C. Lessee shall pay its Pro Rata Share of any Real Estate Taxes imposed on the Leased Premises as described herein and in Section VII. "Real Estate Taxes" shall mean: all taxes and assessments, general, special or otherwise, levied upon or with respect to the Leased Premises and the land upon which it is located and related personal property, whether imposed by federal, state or local governments, or any school, agricultural, lighting, drainage or other improvement district; taxes and assessments of every kind and nature whatsoever levied, assessed and imposed on Lessor in lieu of or in substitution for existing or additional real or personal property taxes or assessments; and the cost of contesting by appropriate proceedings the amount or validity of any of the aforementioned taxes or assessments; provided, that Real Estate Taxes shall not include income taxes of Lessor. All rentals due under this Lease (Base Rent, Rental Taxes, and Real Estate Taxes) shall be paid to Lessor at its address of record as set forth below.
- D. This Lease is intended to be and shall be deemed and construed as a "gross lease," pursuant to which Lessee shall have use and access to the Leased Premises net of any other costs or expense other than the Base Rent, the Rental Taxes, the Real Estate Taxes provided for above and any personal property taxes owed on the Equipment. The parties agree that any other charges to Lessee, if any, shall be addressed in the O&M Agreement. If not provided for thereunder, then those other charges shall be for the account of Lessor, not Lessee. Without limiting the foregoing, Lessee shall not be responsible for impositions, charges or expenses of any nature whatsoever, including without limitation any of the following: all electrical power, security, janitorial services, water, waste disposal, gas, maintenance of refuse removal facilities, insurance premiums, licenses, maintenance, supplies, costs of operation, and remodeling
- E. Each of Lessee and Lessor shall keep the Leased Premises and all adjacent sidewalks, parking and service areas free and clear of all debris, trash, garbage, and waste resulting from the operation of their respective business.

IV. MAINTENANCE

Lessee agrees to maintain the Leased Premises and all improvements thereon in good condition and repair (ordinary wear and tear and casualty and condemnation excepted) and Lessor shall have no responsibility for the maintenance and repair of the Leased Premises, except as otherwise set forth in the Operation and Maintenance Agreemetn and provided, further that Lessee shall be responsible for damage and repair of the Leased Premises caused by the actual conduct of Lessee or its employees or agents. The Operation and Maintenance Agreement shall address the rights of the

parties to operate and maineain any equipment or improvements located on the Leased Premises.

V. ENVIRONMENTAL LAWS

Lessee and Lessor shall each comply with all federal, state and local laws relating to environmental matters, and to the extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's shareholders, officers, directors, managers, members, employees and agents (collectively, as applicable, the "Indemnified Parties") from and against any and all claims, demands, liabilities, fees, fines, investigations, penalties, judgments, losses, suits, costs and expenses, including cost of compliance, remedial costs, clean-up costs, reasonable attorney's fees, and court costs arising from or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or hazardous or toxic material, substance or matter from, on or at the Leased Premises as a result of any act or omission on the part of Lessee or its directors, officers, employees, contractors or agents. These indemnification and defense obligations shall survive the expiration or termination of this Lease. Lessee shall not be responsible for any environmental matter which first arose before the Commencement Date, including any environmental matter discovered thereafter which occurred on or before that date.

VI. NO MORTGAGE BY LESSOR

During the term of this Lease, Lessor shall not at any time encumber or permit the Leased Premises to be encumbered with any senior lease, mortgage, deed of trust, or other lien or encumbrance in connection with any financing or indebtedness for the benefit of Lessor or otherwise.

VII. TAXES AND ASSESSMENTS; INSURANCE; AND CONSTRUCTION

- A. All Real Estate Taxes and personal property taxes, general and special assessments and other charges which are in the nature of such taxes or assessments levied on or assessed against the Leased Premises, improvements located on the Leased Premises, personal property located on the land or improvements, the leasehold estate, or any subleasehold estate, which accrue during the term of this Lease shall be paid by Lessor and Lessee based on their Pro Rata Shares as reasonably determined by Lessor. Those taxes, assessments, installments or charges which are due and payable on or prior to the Commencement Date or after the Term ends shall be paid by Lessor.
- B. Lessee and Lessor shall each have the right to reasonably contest and appeal the amount of any Real Estate Taxes, assessments or charges for which they are responsible under this Lease and each may institute proceedings in its own name or jointly with consent of the other party. Should it be necessary to pay those taxes, assessments or charges under written protest before the same can be contested, each shall pay its Pro Rata Share of those taxes, assessments or charges so as to prevent the Leased Premises, improvements and personal property, or any portion thereof, from being sold or conveyed pursuant to a tax or other statutory sale or treasurer's or other

deed authorized by any applicable statute or ordinance. Each party shall be authorized to collect any refund payable as a result of any proceeding that party institutes for that purpose and any refund shall be the property of the parties on a Pro Rata basis after deduction for all costs and expenses incurred in connection with the pursuit of that contest or appeal.

- C. Property insurance must be procured by each Party for their owned assets from an insurance company with a Best A-/VII rating or better. Lessee shall insure the assets that have shared ownership with Lessor. All insurance proceeds shall be paid to and owned exclusively by the party procuring that policy.
- D. Lessee shall procure commercial general liability insurance from an insurance company with a Best A-/VII rating or better in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION AND00/100 DOLLARS (\$2,000,000.00) in the aggregate.
- E. Lessee's policy of insurance shall name Lessor as an additional insured and shall deliver the policy of insurance or a copy thereof to Lessor prior to the Commencement Date. Renewals thereof as required shall be delivered to Lessor at least thirty (30) days prior to the expiration of the policy terms. Lessee shall notify Lessor at least thirty (30) days prior to cancellation of the insurance.
- F. Lessor and Lessee each waive, to the fullest extent possible, any and all rights of recovery against the other, or against their Representatives, for loss of or damage to the waving party or its property or the property of others under its control, except where the waiver has or would have the effect of invalidating or denying either parties coverage under any insurance policy held at the time of loss.
- G. All insurance proceeds on account of fire, damage or destruction under the policies of casualty insurance shall be paid to and owned exclusively by the party procuring that policy.

VIII. TERMINATION OR EXPIRATION

- A. At the expiration of the Term of this Lease, as the same may be duly extended, or sooner terminated pursuant to this Lease, all Lessee-owned improvements (if any), may be removed by Lessee during the succeeding ninety (90) days following that termination (and Lessee shall have continued access and occupancy rights for no additional rent during that period) at its discretion. That period shall be extended by each day for which access to the Leased Premises is restricted by Lessor. Any property not removed by Lessee during that period shall become the property of Lessor "AS-IS" and without warranty.
- B. Except for the removal period noted above, any holding over after the expiration of the term of this Lease shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice by Lessor or Lessee, and upon terms and conditions under this Lease as existed during the last year of the term hereof or any extended term.

C. Lessee shall restore any damage to the Leased Premises or the Substation caused by the removal of any Equipment, provided, however, that nothing in this Lease shall require Lessee to replace any of the Equipment or to restore any electric transmission facility following Lessee's removal or abandonment of that Equipment, regardless of the operating condition of that Equipment. Lessor hereby assumes responsibility for assuring that the power transmitted to the Substation can be transmitted outside of the Substation following the expiration of the Term, regardless of the reason for the termination of this Lease.

IX. PERMITTED USE; COMPLIANCE WITH LAWS AND REGULATIONS

- A. Throughout the term of this Lease and during any extended terms of the Lease, Lessee shall be permitted to use and occupy the Leased Premises for any lawful purpose consistent with the ownership, operation, maintenance, repair, replacement, improvement, and removal of transmission equipment, and for any other purpose incident thereto. Lessee shall comply during the Term and any Extended Terms with all present and future laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, administrative decisions, and other holdings or requirements of all governmental authorities (whether state, federal or local), ordinary or extraordinary, foreseen or unforeseen, concerning the Leased Premises or improvements thereon, except Lessee shall have no obligation for environmental matters which existed on or adjacent to the Leased Premises on the Commencement Date.
- В. To the extent permitted by law, Lessee shall defend, hold harmless and indemnify Lessor and its Indemnified Parties, from and against any and all actions, causes of action, damages, expenses, fees, fines, investigations, loss, penalties, suits, judgments, or claims for damages of every kind and nature, including but not limited to third party claims for personal injury and/or property damage (including without limitation reasonable attorneys' fees and expenses) arising out of any breach of this Lease, the acts or omissions of Lessee and it's agents, employees, and authorized representatives, damage or destruction to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee, failure by Lessee and its Representatives to comply with any laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, the intention of the parties being with respect thereto that each party during the Term shall discharge and perform all their respective obligations in accordance therewith. Each party further covenants and agrees that it will procure and maintain, at its own expense. all required licenses, operating permits, certificates, or other items required by any governmental, regulatory, or licensing body with respect to its operations at the Substation and on the Leased Premises. These indemnification and defense obligations shall survive the expiration or termination of this Lease.

X. TRANSFER OR CONDEMNATION

A. <u>Total, Substantial, or Unusable Remainder</u>. If at any time during the term of this Lease:

- (1) Total or Substantial Taking. Title to the whole or substantially all of the Leased Premises shall be transferred, this Lease shall terminate and expire on the date possession is transferred; or
- (2) Remainder Unusable for Purposes Leased. Title to a substantial portion of the Leased Premises shall be transferred, and the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for the purpose for which it was being used immediately prior to the event, Lessee may, at its option, terminate this Lease within ninety (90) days after the transfer by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied by a certificate of Lessee that the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for that purpose.
- B. <u>Partial Taking--Lease Continues</u>. In the event of any taking of less than the whole or substantially all of the Leased Premises, the Term shall not be reduced or affected in any way. In that case, the parties shall confer in good faith to determine whether adjustments to the Base Rent and other terms hereof and under the O&M Agreement shall be made to restore the parties, to the greatest extent feasible, to their situation immediately prior to that partial taking, in light of their Pro Rata Share and operations on the Leased Premises.
- C. <u>Award Payments</u>. In the event of a taking pursuant to any of the foregoing subsections, Lessor and Lessee shall work in good faith to divide the award according to their respective interests in the Leased Property, and if they are unable to reach agreement, the award shall be shared according to their Pro Rata Interests, except awards with respect to personal property owned by each party shall belong to that party alone.
- D. <u>Rights of Participation</u>. Each party shall have the right, at its own expense, to appear in and defend any condemnation proceeding and participate in any and all hearings, trials, and appeals therein.
- E. <u>Notice of Proceeding</u>. In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceedings affecting the Leased Premises, the party receiving the notice shall promptly notify the other party of the receipt and contents thereof.
- F. <u>Relocation Benefits</u>. Lessee is not waiving any of its rights to any federal, state or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.
- G. <u>Covenant Not to Exercise Condemnation Powers</u>. To the fullest extent permitted by law, Lessor agrees not to exercise its condemnation powers to acquire any or all of Lessor's interests in the Leased Premises or any of the Equipment, rights or other interests of Lessor therein.

XI. DESTRUCTION OF EQUIPMENT OR IMPROVEMENTS

If all or any portion of the Equipment or improvements on the Leased Premises should be destroyed by fire, flood or other casualty, then Lessee shall repair or replace those items at its own cost, except to the extent the damage was caused by Lessor or its Representatives.

XII. DEFAULT; REMEDIES

- A. Each of the following shall constitute an Event of Default in breach of this Lease:
- (1) A party shall fail to pay any amounts due hereunder or any other agreements between them on any day upon which the same is due, and the same shall not be paid within fifteen (15) days after written notice from the party to the other of that failure to pay;
- (2) A party shall do or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of that party in this Lease or the O&M Agreement or otherwise contrary to any of the material covenants, agreements, terms or provisions of this Lease or the O&M Agreement, or the party shall otherwise fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease or the O&M Agreement which on the part or behalf of that party are to be kept or performed, and that party remains in violation sixty (60) days after written notice thereof from the other party; provided, however, that if the default cannot be reasonably corrected within a sixty (60) day period, then the party shall not be deemed in default if it has, within that sixty (60) day period, commenced to correct the default and diligently thereafter pursues the correction to completion, subject to an event of enforced delay (together with the period noted in subsection A(1) above, as applicable, a "Cure Period").
- (3) An involuntary petition shall be filed against a party under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of or for the property of that party shall be appointed without the acquiescence of the other party, and that situation shall continue and shall remain undischarged or unstayed for an aggregate period of one hundred twenty (120) days;
- (4) A party shall make an assignment of its property for the benefit of creditors or file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the party under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by the party under the arrangement provisions of the United States Bankruptcy Code;
- (5) A party shall abandon the Leased Premises prior to the termination of the Lease and not cure that abandonment within ninety (90) days of notice from the other party, provided, however, that Lessee shall not be deemed to have abandoned the

Leased Premises so long as the O&M Agreement or any successor thereto shall remain in place and for a period of 180 days following its termination;

- B. Upon the occurrence of any Event of Default on the part of a party, as set forth in this Lease, and in addition to all other rights and remedies the other party may have under this Lease or under applicable law, the non-defaulting party shall have the following rights and remedies, but it shall not have any obligation to do so:
- (1) It may enter into and upon the Leased Premises to do all things reasonably deemed necessary or desirable by that party to cure any uncured Event of Default, and the defaulting party shall pay the non-defaulting party on demand all sums expended by it in curing or attempting to cure any such Event of Default, together with interest on those sums at six percent (6%) per annum;
- (2) It may continue this Lease in effect until it elects to terminate the Lease by written notice to the defaulting party, and the defaulting party shall remain liable to perform all of its obligations under this Lease, and the non-defaulting party may enforce all of its rights and remedies, including the right to recover all amounts and all other payments and charges payable hereunder to it as the same fall due. If the defaulting party abandons the Leased Premises or fails to maintain and protect the Leased Premises as herein provided, the non-defaulting party may do all things necessary or appropriate to maintain, preserve and protect the Leased Premises. The defaulting party agrees to reimburse the non-defaulting party on demand for all amounts reasonably expended by it in maintaining, preserving and protecting the Leased Premises;
- (3) Upon the occurrence of one or more of the Events of Default listed above, the non-defaulting party may at any time thereafter, but not after the default is cured, give written notice ("Second Notice") to the defaulting party specifying the Event(s) of Default and stating that this Lease and the Lease term hereby demised shall expire and terminate on the date specified in that notice, which shall be at least thirty (30) days after the giving of the Second Notice, and upon the date specified in the Second Notice, this Lease and the Lease Term shall expire and terminate as of that date. The defaulting party shall pay all amounts due to the non-defaulting party, less any undisputed amounts it owes the defaulting party.
- C. No right or remedy herein conferred upon or reserved to a party is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

XIII. NON-WAIVER

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or conditions. Acceptance of rent by Lessor during a period in which Lessee is in default in any respect other than payment of rent shall not be deemed a waiver of the other default.

XIV. NOTICES

Any notice required to be given or which may be given hereunder shall be in writing, delivered in person, by overnight delivery service, or by certified mail, postage prepaid, return receipt requested, addressed to the party at the following address or at such other change of address as may, from time to time, be communicated to the other party in the same manner as notice hereunder is required to be given. The addresses of parties to which all notices are to be mailed are:

Lessor: City of Huron, Ohio

417 Main Street Huron, OH 44839

Attn: Mayor

Phone: (419) 433-5000 Fax: (419) 433-5120

E-Mail: sam.artino@huronohio.us

with a copy to: City of Huron, Ohio

417 Main Street Huron, OH 44839 Attn: Law Director Phone: (216) 619-7850 Fax: (216) 916-2430 tschrader@sseg-law.com

Lessee: AMP Transmission, LLC

1111 Schrock Road, Suite 100

Columbus, OH 43229 Attn: Pamala M. Sullivan Phone: 614-540-0971

E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC

1111 Schrock Road, Suite 100

Columbus, OH 43229 Attn: Lisa G. McAlister Phone: 614-540-1111 Fax: 614-540-6397

E-Mail: Imcalister@amppartners.org

That notice shall be deemed given when personally delivered, on the delivery date if delivered via overnight delivery service, upon transmission if sent by e-mail or facsimile before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or, if mailed in accordance with the provisions hereof, then five (5) Business Days following the deposit of the written notice in the United States mails. A "Business Day" is any day that is not a Saturday, Sunday or any day on which banks located in the State of Ohio are authorized or obligated to close.

XV. EASEMENTS

- A. Lessor has granted to Lessee the Easement. The parties agree that the rights under the Easement are independent of this Lease and shall have legal effect notwithstanding the amendment or termination of this Lease.
- B. Lessor agrees, at the request of Lessee and at Lessee's sole expense, to grant additional easements over, under, upon or across the Leased Premises as may be reasonably necessary in Lessee's opinion to enable the Leased Premises, and any improvements constructed or to be constructed thereon, to be adequately served by gas, electricity, water, sewer, telephone and other utilities and to permit Lessee, its Representatives, independent contractors, licensees and invitees to have full and reasonable access to the Leased Premises for any purposes permitted under this Lease or the Easement. Those easements shall be subject to Lessor's reasonable approval.

XVI. CONSTRUCTION OF TERMS

This Lease shall not be strictly construed either against the Lessor or the Lessee. The term "including" shall mean "including without limitation" regardless of whether so stated. Whenever reference is made to persons, unless the context otherwise requires, words denoting the singular number may, and where necessary shall, be construed as depicting plural number, and words of the plural number may, and where necessary shall, be construed as denoting the singular and words of one gender may, and where necessary shall, be construed as denoting another gender as is appropriate.

XVII. ASSIGNMENT, SUBLETTING

- A. Transfers. Intentionally omitted.
- B. <u>Subleases</u>. Without the prior written consent of Lessor, Lessee shall not assign its rights under this Lease to any other Person.

XVIII. ENTIRE AGREEMENT

This Lease, the Easement, the O&M Agreement, the Purchase Agreement and the exhibits attached to any of the foregoing set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and this Lease, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in those documents. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

XIX. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XX. BINDING EFFECT

All of the terms, covenants, conditions and provisions contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns. A mortgagee is a third party beneficiary of the mortgagee provisions contained in this Lease.

XXI. HEADINGS

As used herein, any section or paragraph headings or defined terms are for convenience only and are not to be used in the construction of the sections nor are they meant to limit or expand the content of the sections.

XXII. TIME OF THE ESSENCE

Time is of the essence of this Lease and each and every provision hereof.

XXIII. MEMORANDUM OF LEASE

This Lease shall not be recorded without the written consent of both parties. Concurrently with the execution of this Lease, the parties shall execute and cause to be recorded a Memorandum of Lease in the form attached hereto as Lease Exhibit B.

XXIV. INDEMNITY

- 11.12 <u>Indemnification</u>. Notwithstanding the termination of the Lease for any reason, to the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with the Transaction, relating to or resulting from:
- (a) The material breach of any representation or the breach of any warranty made by Lessee in this Lease:
- (b) the material breach of any covenant or agreement made or undertaken by Lessee in this Lease;
- (c) the acts or omissions of Lessee;
- (d) breach of this Lease;

(e) Damage or loss to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee and/or Lessee's agents, employees or authorized Representatives.

Lessee's indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Lessor Indemnified Parties. But this section does not obligate Lessee to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Lessor Indemnified Parties by any direct or indirect employee of Lessor, a subcontractor, or a person or entity for whom Lessor or a subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Lessee's indemnification obligation will survive termination of this Lease.

- A. <u>Liens</u>. Lessor shall not permit any monetary liens to encumber the Leased Premises which have priority over the Lease. In the event Lessor encumbers the Leased Premises subsequent to the date of this Lease, (i) the Lease shall retain its priority position, and (ii) the holder of each Lessor Mortgage or security interest shall execute and deliver to Lessee a fully executed and acknowledged non-disturbance agreement in a commercially reasonable form, and reasonably acceptable to Lessee and any Lessee Mortgagee whereby the holder agrees, among other things, to recognize Lessee's rights under this Lease and not to disturb Lessee's possession and use of the Leased Premises and such other appurtenant rights and easements in the Leased Premises. With respect to other monetary encumbrances (i.e., mechanics' liens, judgment liens, tax liens, etc.), Lessor shall take any such actions as are required to prevent any material adverse effect to Lessee's use hereunder as a result of such encumbrances.
- B. <u>Personal Injury</u>. Each party shall defend, indemnify and hold harmless the other party harmless from any and all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with personal injury to the other party or its Representatives, invitees or third parties, or to other occupants of any part of the Leased Premises, or for any damage to any property of the other party or of any other occupant of any part of the Leased Premises, to the extend caused by the negligence or willful misconduct of that party or its Representatives.

Lessee's indemnification obligation will survive termination of this Lease..

XXV. ESTOPPEL CERTIFICATES

Lessor or Lessee, including Lessee's assignees and sublessees, may request, from time to time, a certificate from the other party, or a statement, within twenty (20) days of demand in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Base Rent and other charges have been paid in advance, if any, (c) for any certificate by Lessee, Lessee acceptance and possession of the Leased Premises, (d) the commencement of the Lease term, (e)

the Base Rent provided under the Lease, and (f) that the other party is not in default under this Lease (or if it claims a default, the nature thereof), (g) that the party claims no offsets against amounts owed to the other, and (h) other information as shall be reasonably necessary to establish the status of the tenancy created by this Lease. It is intended that any statement delivered pursuant to this Article may be relied upon by any prospective purchaser, Mortgage holder or assignee of any Mortgage holder of the Leased Premises.

XXVI. FORCE MAJEURE

If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of a Force Majeure Delay, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

XXVII. OPERATOR

To the extent that Lessee engages a third party other than Lessor (each, an "<u>Operator</u>") to operate, maintain, repair and replace the Equipment or to otherwise act with respect to the Leased Premises, the Operator may perform, on Lessee's behalf, any or all of the obligations of Lessee under this Lease, and Lessor agrees to accept performance of those obligations from the Operator as though the same were performed by Lessee.

XXVIII. QUIET ENJOYMENT AND COOPERATION

- A. Lessee, upon paying the Base Rent and all other charges owing under this Lease, and upon performing all of its obligations under this Lease, will peaceably and quietly enjoy its non-exclusive rights to access and occupy the Leased Premises, subject to the terms of this Lease. Lessee shall use commercially reasonable efforts to assure that its activities in connection with the Lease do not unreasonably interfere with the use by Lessor of the Substation or the Leased Premises or other assets not owned by Lessee, subject to Lessee's rights to maintain, service, repair and replace the Equipment at times it deems necessary or appropriate.
- B. Each party shall execute further agreements or instruments reasonably requested by the other party to carry out the terms hereof and the other referenced agreements and the contemplated transactions.

XXIX. GOVERNING LAW/DISPUTE RESOLUTION

- A. This Lease shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.
 - B. Subject to the provisions of subsection (C), each party hereby

unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any legal proceeding arising out of or relating to this Lease, or any of the other agreements noted herein or the transactions contemplated hereby or thereby, and agrees that any proceedings arising out of this Lease or any of those other agreements or transactions shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any proceeding before any of those Forums, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any proceeding arising out of or relating to this Lease or those agreements or transactions brought in any of those Forums and any claim that any proceeding brought in any of those Forums has been brought in an inconvenient forum.

C. Unless otherwise provided pursuant to this Lease, all disputes between the parties shall be resolved, if possible, in accordance with the following dispute resolution procedures.

XXX. NO PARTNERSHIP

Nothing in this Lease is intended or shall be construed to create any partnership, joint venture or similar relationship between Lessor or Lessee; and in no event shall either party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Lessor nor Lessee shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Substation, Equipment, as applicable.

XXXI. COUNTERPARTS

This Lease may be executed in counterparts and each of which shall be deemed to be an original, and together which shall constitute one instrument. Counterparts may be delivered by facsimile or other electronic means and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

XXXII. LIMITATION ON DAMAGES

EXCEPT IN THE CASE OF A PARTY'S FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, OR THE EVENT OF THIRD PARTY LIABILITY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR

ANY OTHER LEGAL THEORY, ARISING FROM THIS LEASE OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN ACTUAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN THEM, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS LEASE OR OTHER AGREEMENT, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE, OR ANY OTHER DAMAGES OTHER THAN ACTUAL DAMAGES. EACH PARTY HEREBY RELEASES THE OTHER PARTIES AND THEIR CONTRACTORS, SUBCONTRACTORS, AGENTS, AND AFFILIATES FROM ANY OF THOSE DAMAGES (EXCEPT TO THE EXTENT PAID TO A THIRD PARTY IN A THIRD PARTY CLAIM).

XXXIII. LESSOR REPRESENTATIONS AND WARRANTIES

- A. <u>Lessor's Representations</u>. Lessor hereby represents and warrants to Lessee that:
- (1) Lessor has no actual knowledge of any existing physical conditions of the Leased Premises which would prevent, significantly restrict or make more expensive Lessee's development of the Leased Premises for the purposes specified in this Lease, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.
- (2) The execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Leased Premises or any part thereof is bound.
- (3) Without having made any specific investigation thereof, and without undertaking to do so, Lessor has no actual knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Lessee's development of the Leased Premises pursuant to this Lease. To the best of Lessor's knowledge, the Leased Premises is currently in material compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Leased Premises.
 - (4) Intentionally omitted.
- Premises and, to the best of Lessor's knowledge, that the Leased Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Leased Premises. During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Leased Premises for the purposes specified in this Lease. Lessor further covenants that, to the best of Lessor's knowledge, there are no outstanding written or oral leases, purchase or sale agreements or other agreements or restrictions encumbering, or in any way affecting the Leased Premises,

and no person or entity has any right with respect to the Leased Premises, whether by option to purchase, contract or otherwise, that would prevent or interfere with any of Lessee's rights under this Lease.

(6) The representations and warranties set forth in this Section shall survive the execution and delivery hereof.

XXXIV. EXHIBITS AND INCORPORATION

The following exhibits, which are attached hereto or are in the possession of the Lessor and Lessee, are incorporated herein by reference as though fully set forth:

Lease Exhibit "A" Legal Description of Leased Premises
Lease Exhibit "B" Memorandum of Ground Lease

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[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

LESSOR:	THE CITY OF HURON, OHIO,
	By: Name: <u>Sam Artino</u> Title: Mayor
STATE OF OHIO) ss. County of)	
	s acknowledged before me this day of of the City oration, on behalf of that entity.
My commission expires:	Notary Public
LESSEE:	AMP TRANSMISSION, LLC,
	By: Name: <u>Pamala M. Sullivan</u> Title: <u>President</u>
STATE OF OHIO)	
) ss. County of)	
2020, by	s acknowledged before me this day of the Transmission, LLC, an Ohio non-profit limited
liability company, on behalf of the corpo	
My commission expires:	Notary Public
My commission expires:	

LEASE EXHIBIT A

Legal Description of the Leased Premises

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

Per Title Commitment No. E-28101SC Issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

Beginning at a point in the centerline of Rye Beach Road, the same being the west line of Lot Number 22, North I degree 15 minutes west, 1591.26 feet from its intersection with the centerline of Bogart Road; thence South 88 degrees 37 minutes east, along the southerly line of lands now or formerly owned by Ada Croll, 704.40 feet to a point; thence South I degree 15 minutes east 325.00 feet to a point; thence North 88 degrees 37 minutes west, 704.40 feet to the centerline of Rye Beach Road; thence North I degree 15 minutes west, along said centerline, 325.00 feet to the place of beginning and containing 5.25 acres, more or less, but subject, however, to all legal highways.

ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC of First American Title Insurance Company Effective Date: September 1, 2017 at 7:30 A.M.

Surveyor's Certification

To:: First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio, and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.



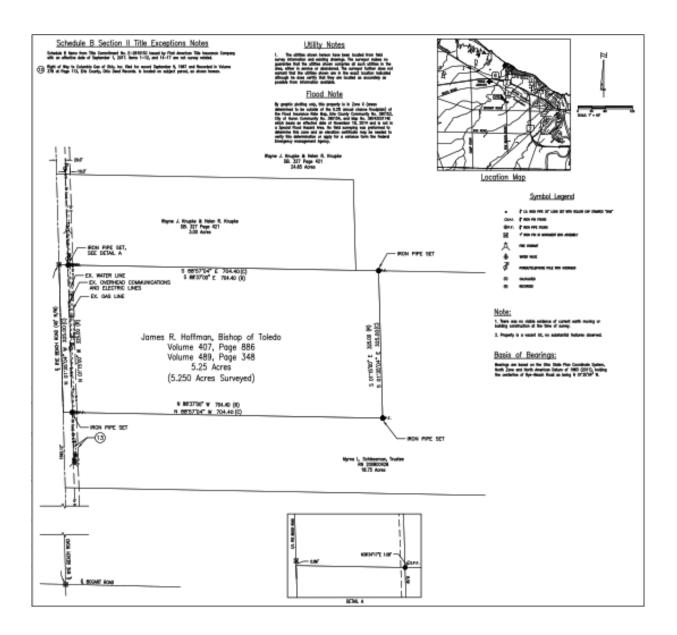
9/21/2017

Registered Surveyor: John J. Raab Registered Land Surveyor No.: 7863

In the State of: Ohio Date of Survey: August, 2017 Date Printed: September 21, 2017 ARCHITECTS ENGINEERS PLANNERS

580 N. Fourth St.
Suite 630
Columbus, Ohio
43215
OHM—ADVISORS.COM

E 1 1





LEASE EXHIBIT B

Memorandum of Lease

۱۸	/HFN	RECO	ORDED	I A I/A	TO:
٧١	, , , , , ,	171 (7)	JINDLD		1 ()

Attn:

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is entered into this ____ day of _____, 2020, by and between The City of Huron, Ohio, an Ohio municipal corporation, as "Lessor", (having an office at 417 Main Street, Huron, Ohio 44001), and AMP Transmission, LLC, an Ohio non-profit corporation, as "Lessee" (having an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43220), with reference to the following facts:

- A. Lessor and Lessee have entered into a Ground Lease of even date herewith (the "Lease"). Under the Lease, Lessee is leasing from Lessor that certain real property located in Erie County, Ohio and more particularly described on Exhibit A attached hereto and made a part hereof by reference (the "Leased Premises").
- B. Lessor and Lessee desire to provide record evidence of Lessee's leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease, and in this Memorandum of Ground Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein.
- 2. The term of the Lease began on the "Commencement Date" as defined in the Lease, and shall continue until December 31, 2055, unless sooner terminated or as extended, as provided in the Lease. Lessee shall have the right to extend the Lease for an additional 10-year term, subject to the conditions set forth in the Lease.
- 3. In addition to those terms referenced above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, and notice is hereby given that reference should be had to the Lease directly with respect to those terms, covenants, conditions and provisions. Copies of the Lease are maintained at the offices of Lessor and Lessee, as set forth above. This Memorandum of Ground Lease does not alter, amend, modify or change the Lease in any respect, is executed for recording purposes only, is not intended to be a summary of the Lease, and is subject to

the terms of the Lease. In the event of conflict between this Memorandum and the Lease, the Lease shall control.

4. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the day and year first above written.

LESSOR:		CITY OF HURON,	, OHIO,	
		By: Name: <u>Sam Artino</u> Title: <u>Mayor</u>)	
STATE OF Ohio)			
STATE OF Ohio County of) SS.)			
The foregoing ins 20 The City of Huron, Ohio, a			efore me this s the	
The City of Huron, Ohio, a	ın Ohio munici	pal corporation, on	behalf of that entity.	
My commission expires:		Nota	ary Public	
LESSEE:		AMP TRANSMISS	SION, LLC,	
		By: Name: <u>Pamala M.</u> Title: <u>President</u>	. Sullivan	- - -
STATE OF)			
STATE OF) SS.)			
			efore me this	
liability company, on behal	of AMP If of the corpor	ation.	S, an Onio non-profit	limited
		Nota	ary Public	
My commission expires:				

Exhibit C

Easement

[SEE ATTACHED]

PERMANENT EASEMENT AGREEMENT

THIS	PERMANENT	EASEMENT	AGREEMENT	(this	" <u>Easement</u> "	or	the
"Agreement") is made and en	tered into as o	f the da	ay of _	, 2020 (" <u>l</u>	Effec	<u>ctive</u>
Date"), between	en THE CITY O	F HURON, OH	IO, an Ohio mun	icipal	corporation ("C	<u> Fran</u>	<u>tor</u> ")
and AMP TR	ANSMISSION, L	LC, an Ohio n	on-profit limited l	iability	company ("GI	ante	<u>ee</u> ").

RECITALS

A.	Grantor	and G	rantee	are	parties	to	that	certain	Asset	Purchase	and	Sale
Agreement,	dated as	of			, 202	20	(the	"Purcha	ase Ag	reement")	, purs	uant
to which, am	nong othei	r things	s, on th	e da	ite here	of:						

- (i) Grantor sold to Grantee the Equipment (as defined in the Purchase Agreement) (collectively, and including any replacements, substitutions or additions thereto from time-to-time, the "<u>Purchased Assets</u>"); and
- (ii) Grantor retained the fee interest in the real property underlying the Purchased Assets, which property is more particularly described in <u>Easement Exhibit A</u> (the "<u>Property</u>").
- B. Because the Purchased Assets (or their replacements) will remain situated in, on or over a portion of the Property (the "<u>Leased Area</u>"), Grantor has agreed to provide Grantee with this Easement, providing Grantee with rights to access and occupy, on a non-exclusive basis, the Leased Area and permitting the Equipment (or its replacements, substitutions and proceeds thereof) to remain on the Property at Grantee's discretion, subject to the terms hereof.
- C. Pursuant to the Purchase Agreement and concurrent with the execution and delivery of this Agreement, Grantor and Grantee entered into that certain Ground Lease (the "Lease") pursuant to which Grantor also granted Grantee rights to access and occupy the Property and the Leased Area.
- D. The parties intend that this Easement shall have independence from the rights and obligations set forth in the Applicable Agreements (defined below). Accordingly, this Easement shall remain in effect notwithstanding any termination or modification of any of those agreements, unless expressly set forth in an amendment hereof.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions and Rules of Construction.

1.1. <u>Defined Terms.</u> The following terms when used in this Agreement shall have the meanings specified in this Section 1.1.

"Applicable Agreements" means the Purchase Agreement, the Lease, the Operating Lease and any other agreement or instrument entered into by the Parties relating to the Purchased Assets or the Property, as any of those may be amended from time-to-time.

"Emergency" shall mean a condition or situation that (i) presents an imminent physical threat of danger to life, health or property or could reasonably be expected to cause significant disruption of access to or the operation of the Equipment, or (ii) that is likely to or could reasonably be expected to result in an imminent violation of applicable law.

"Facilities" mean those facilities and Improvements located at, on, over or under the Property in which Grantee needs or reasonably requests to use, including storage space, parking facilities, communication facilities, equipment monitoring and control rooms, utility lines, connection points for integrating the Purchased Assets or their replacements with the Grantee's systems and equipment, and receiving areas, regardless of whether those facilities are located within the Leased Area.

"Force Majeure Event" shall mean any event that both (i) restricts or prevents performance by a Party under this Agreement, and (ii) is not reasonably within the control of the Party or caused by the default or negligence of the Party and could not be overcome or avoided by the exercise of due care. "Force Majeure Event" includes: acts of God; Emergency conditions; failure of facilities due to unusually severe actions of the elements like drought, flood, earthquake, storm, fire, lightning, hurricane, tornado or epidemic; war, terrorism, civil disturbance, sabotage, riot or public disorder; strike or labor action; accident; curtailment of supply, unavailability of construction materials or replacement equipment beyond the Party's reasonable control; inability to obtain and maintain rightsof-way, permits, licenses and other required authorizations from any Governmental Authority or person for any of the facilities or equipment necessary for performance by the Party hereunder; and actions, failures to act or restraints of any Governmental Authority (including expropriation, requisition and changes in law or regulations) to the extent preventing or delaying performance by the Party hereunder. Settlement of strikes and labor disputes which are Force Majeure Events shall be wholly within the discretion of the Party whose employees are on strike or involved in the labor dispute.

"Governmental Authority" means any federal, state, local, territorial or municipal government and any department, commission, board, bureau, authority, agency, court, instrumentality or judicial, regulatory or administrative body or entity, including any industry or regional bodies regulating the operations of a Party, like the North American Electric Reliability Corporation, and any balancing area authority, regardless of whether its orders or decisions have the force of law.

"Governmental Requirements" shall mean all local, state and federal governmental laws, statutes, rules and regulations, building codes, ordinances (zoning or otherwise) and

permits which are, or will be, adopted, granted, amended, modified or supplemented and which govern, affect or relate to the use, development, zoning, improvement, operation or ownership of the Property, or any portion thereof.

"Grantor Assets" shall mean all assets and Improvements owned by Grantor individually, and not as a tenant in common, located on the Property which were not included in the Purchased Assets.

"Improvements" shall mean all structures, improvements, facilities, systems, fixtures and equipment of any kind now or hereafter located on the Property, whether above or below the land surface, whether real or personal property, and whether permanent or temporary, including without limitation, all buildings, sheds, energy plants, tanks, pipelines (including meters, connections, valves and other associated equipment), cables, wires, conduits, cable trays, trenches, mains, lines, ducts, fences, towers, antennae, tunnels, driveways, streets, alleys, paved parking areas, pathways, screening walls, awnings, retaining walls, plantings, shrubs and other landscaping, irrigation and drainage pipes and facilities, lighting fixtures and signs.

"Party" or "Parties" shall individually or collectively, as the case may be, mean Grantor and its successors and assigns, or Grantee and its successors and assigns.

"Party's Property" means the assets and property owned by that Party located at the Property.

"<u>Permittees</u>" shall mean: the Party, its owners and managers, and their respective directors, managers, officers, employees and agents, contractors, and invitees; provided, however, that a Party shall not be included in the definition of a "Permittee" of the other Party under this Agreement.

"Person" shall mean any individual, partnership, corporation, limited liability company, trust, estate or other legal entity.

2. Grant of Easements.

- 2.1. Access and Use Easement for the Property. Grantor grants to Grantee in perpetuity and at no charge, a non-exclusive easement, in, on, over, under, across and through the Property for the purpose of permitting Grantee (and its Permittees) to access the Property (including the Leased Area) and for the access and use of the Facilities located at or on the Property. This easement shall permit Grantee to own, operate, maintain, repair, replace, improve, remove and remediate the Purchased Assets at, on, under or over the Leased Area, and to exercise and enjoy Grantee's rights relating to those assets, and any purpose incidental thereto, as well as to permit it to exercise all rights and duties set forth in any Applicable Agreement. Grantor shall provide Grantee with all required utility services (including without limitation electricity, water, sewer, communication, and natural gas) (collectively, "Utilities") necessary or appropriate for the operation of the Purchased Assets in the manner in which they have historically been operated, and if Grantor does not provide those services, Grantee may arrange for the provision thereof by others. Grantee shall be provided with access to all locked or password protected areas of the Property (including equipment monitoring or regulating any of the Equipment) necessary or appropriate to permit the use and enjoyment of the easement rights granted and the Purchased Assets. Grantor shall provide Grantee with keys, cardkeys, passcodes or other applicable devices to permit that access at all times to the Leased Area and the Facilities, all at no additional cost to Grantee. This easement shall include rights to temporary use of the Property for the construction and maintenance of the Purchased Assets.
- **2.2.** <u>Use of Property and Facilities</u>. The easement granted herein may be utilized in any lawful manner which is within the stated purposes noted herein, and all activities and purposes reasonably-related thereto; provided, however, that Grantee's use of the easement granted herein and Grantor's use of the Property and Improvements shall be further subject to the following:
 - (i) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner that unreasonably interferes with the use of the other Party's Property or rights provided pursuant to any Applicable Agreement;
 - (ii) neither Party nor its Permittees shall use the rights pursuant to this Easement or Party's Property in a manner that unreasonably interferes with the use of or damages the other Party's Property;
 - (iii) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner or for a purpose which causes the other Party or any of the other Party's Property to be in violation of, or in noncompliance with, any Governmental Requirements;
 - (iv) neither Party nor its Permittees shall use the rights pursuant to this Easement or easements granted to such Party herein in a manner which constitutes or produces a nuisance or disturbance to the other Party's Property other than noises, vibrations, odors, dust, emissions and electro-

- magnetic interferences or disturbances and the like which are lawfully and customarily incidental to the transmission of electrical energy or other uses currently existing at the Power Station as of the date of this Agreement and as it may change hereafter in the ordinary course of its operations; and
- (v) neither Party nor its Permittees shall construct Improvements or undertake any actions on the Property or alter any of the Equipment in a manner that interferes with the use or operation of the other Party's Property without the prior written consent of that other Party.
- **3.** <u>Maintenance and Repair</u>. Any and all Equipment which are used in connection with an easement granted hereunder shall be used, operated, maintained, repaired, altered, improved, replaced and/or removed in accordance with the O&M Agreement for so long as it remains in effect. Thereafter, Grantor and Grantee shall each have the right to use the Equipment in compliance with the provisions of <u>Section 2.2</u> unless they otherwise agree.
- **Relocation of Easements**. At the request of either Party, the areas burdened by the easement granted herein shall be subject to relocation upon the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The cost of the relocation shall be determined as set forth in the O&M Agreement, which provisions shall continue to apply even after its termination unless the Parties otherwise agree.

5. <u>Defaults/Enforcement</u>

- **5.1. Defaults**. A Party shall be in default under this Agreement if the Party: (a) fails to pay amounts due hereunder (other than disputed payments) and the failure is not cured within thirty (30) days after the Party has received notice of the default pursuant to Section 10.2; or (b) defaults on any other material obligation under this Agreement after notice provided pursuant to Section 10.2 by the other Party, provided, the Party shall have up to sixty (60) days after the notice is given to cure the default or make substantial progress (in the reasonable opinion of the other Party) towards curing the default (but in no event shall the cure period exceed one hundred (100) days).
- **5.2** Remedies. In the event of a default by a Party, the non-defaulting Party (or its Permittees as directed by and on behalf of the non-defaulting Party), shall have the following remedies (but without obligation), exercisable only after due inquiry that a default has occurred and is continuing:
 - A. In its sole and absolute discretion, to cure the default of the defaulting Party by making or tendering the required payment or performance and permitting the defaulting Party's continued exercise of its other rights under this Agreement, <u>provided</u> that any amounts paid by the non-defaulting Party shall be treated as a demand loan to the defaulting Party, which loan shall accrue interest

until repaid in full at the rate of interest per annum equal to the lesser of (i) five percent (5.0%) above the prime rate which is the rate reported in the "Money Rates" section of *The Wall Street Journal* or (ii) the maximum rate of interest permitted by applicable law ("<u>Default Interest Rate</u>");

- B. To seek monetary damages and/or bring an action to specifically enforce the provisions of this Agreement; or
- C. To exercise (or appoint any of its Permittees to exercise on its behalf) any and all other rights and remedies which the non-defaulting Party might otherwise have at law or in equity, except as provided below.

Under no circumstances shall termination of this Agreement or blocking the access to and use of the Property as noted herein be available to the non-defaulting Party as a remedy for the breach or default of a defaulting Party. The Parties agree that other than specific performance, the remedies of the Parties are limited to monetary damages. Except as noted above, all of the foregoing remedies are cumulative and non-exclusive, and the exercise of any one remedy at any one time shall not constitute the waiver of any other remedy at a later or different time; provided, however, that all available remedies shall be subject to the limitations on liability provided for pursuant to any Applicable Agreements.

- **5.3.** Reimbursement of Expenses to Cure; Lien. If any Party elects to cure an event of default of another Party, the defaulting Party will reimburse the curing Party upon demand for its expenses incurred in rendering the cure, plus interest at the Default Interest Rate.
- **No Waiver**. The failure of any aggrieved Party to enforce any covenant, condition, restriction or provision herein contained shall in no event be deemed to be a waiver of the right thereafter to do so, nor of the right to enforce any other covenant, condition, restriction or provision set forth in this Agreement. A Party shall be considered to have waived any rights hereunder only if the waiver shall be in writing and signed by the waiving Party.
- **5.5 Force Majeure**. Except for the obligations of either Party to make payments of amounts then due hereunder to the other Party, obligations of either Party shall be excused from performance and shall not be considered to be in default in respect to any obligation hereunder to the extent the failure of performance shall be due to a Force Majeure Event, but only to the minimum extent that performance is actually prevented by the Force Majeure Event. A Party shall give notice of delay due to a Force Majeure Event to the other Party promptly upon obtaining actual knowledge of the occurrence of the event with respect to which the Party intends to claim a permitted delay hereunder.
- **6.** <u>Termination</u>. Unless Grantee otherwise expressly agrees in writing, this Easement shall continue so long as and shall not terminate so long as any of the Purchased Assets exist on the Property, including any replacements of or additions to those Purchased Assets, and for so long as any of the Applicable Agreements remain in

effect, whichever is longer. If the Lease is terminated without a replacement lease being entered into between the Parties, and Grantee has not agreed that this Easement shall terminate, Grantee shall continue to have a continuing non-revocable, permanent license and easement to access and occupy the Property and Leased Area as provided herein. If Grantee has approved a termination of this Easement, Grantee shall record in the public records of Erie County, Ohio, a notice of termination of this Easement within sixty (60) days of the termination date.

- 7. Arbitration; Governing Law; Waiver of Jury Trial. This Easement shall be governed by the laws of the State of Ohio, without regard to its conflict of laws principles. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- **8.** Run with Property. Each and all of the easements, covenants, conditions and restrictions set forth in this Agreement shall run with and bind the Property. All covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes. All of the easements, covenants, conditions and restrictions set forth in this Agreement shall benefit and be binding upon each Party and their respective heirs, successors and assigns and shall create reciprocal rights and obligations, and privity of contract and estate between and among, the Parties and their respective heirs, successors and assigns. No Permittee of a Party shall acquire any rights of a Party hereunder, except to the extent the Party's rights are expressly assigned to the Permittee and the Permittee expressly assumes in writing the obligations, duties and liabilities of the Party under this Agreement accruing from and after the date of assignment. In no event shall the consent or approval of any Permittee be required in connection with, or as a condition to, any amendment, modification or termination of this Agreement.

9. Miscellaneous Provisions.

- **9.1** Constructive Notice and Acceptance. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and provision contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which the Person acquired an interest in the Property.
- 9.2 **Notices.** Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise expressly provided) and shall be served personally, by reputable express courier service (such as Federal Express) for next business day delivery, or by facsimile transmission, and in any such case, addressed to the relevant Party at the address stated below (as such address may be updated pursuant hereto). Any notice given personally shall be deemed to have been served on delivery, any notice given by express courier service shall be deemed to have been served one (1) business day after the same shall have been delivered to the relevant courier, and any notice so given by facsimile or e-mail transmission shall be deemed to have been served upon successful dispatch if sent before 5:00 p.m. on a business day, or on the next business day if sent thereafter. As proof of service it shall be sufficient to produce, as applicable, a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee, or an activity report of the sender's facsimile machine or computer, certified by the sender to be true. complete, and correct and showing the correct facsimile number or e-mail address, as applicable, of the Party on whom notice is served, the correct number of pages transmitted and the date of dispatch, and a status report indicating a successful transmission.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 9.2:

If to Grantor: City of Huron, Ohio

417 Main Street Huron, OH 44839

Attn: Mayor

Phone: (419) 433-5000 Fax: (419) 433-5120

E-Mail: sarturo@cityofhuron.org

with a copy to: City of Huron, Ohio

417 Main Street Huron, OH 44839 Attn: Law Director Phone: (216) 619-78

Phone: (216) 619-7850 Fax: (216) 916-2430

bchojnacki@walterhav.com

Grantee: AMP Transmission, LLC

1111 Schrock Road, Suite 100

Columbus, OH 43229 Attn: Pamala M. Sullivan Phone: 614-540-0971

E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC

1111 Schrock Road, Suite 100

Columbus, OH 43229 Attn: Lisa G. McAlister Phone: 614-540-1111 Fax: 614-540-6397

E-Mail: Imcalister@amppartners.org

- **9.3** <u>Headings.</u> Section headings used in this Agreement are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.
- **9.4** Effect of Invalidation. Each covenant, condition and restriction of this Agreement is intended to be, and shall be construed as, independent and severable from each other covenant, condition and restriction. If any covenant, condition or restriction of this Agreement is held to be invalid by any court, the invalidity of the covenant, condition or restriction shall not affect the validity of the remaining covenants, conditions and restrictions hereof.
- **9.5** Estoppels. Within twenty (20) days following a request in writing by a Party, the other Party shall execute and deliver to any prospective purchaser or other lender to the requesting Party an estoppel certificate confirming that (i) this Agreement is in full force and effect, and has not been modified or amended (or stating any modifications or amendments), and (ii) to the knowledge of the certifying Party, there are no existing uncured defaults by any Party under this Agreement (or if any default exists, a description of the default).
- **9.6** <u>Amendments</u>. Any amendments or modifications of this Agreement shall be made only in a writing executed by all Parties.
- **9.7** Construction. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning, and shall not be construed strictly for or against any of the Parties.
- **9.8 Exhibits**. All exhibits attached to this Agreement are incorporated herein by this reference.

- **9.9** <u>Third Party Beneficiaries</u>. Except as otherwise expressly set forth herein, this Agreement is not intended to benefit any third party.
- **9.10** Further Assurances. Each Party agrees that it will, at any time and from time to time, upon the written request of the other Party, execute and deliver further documents (in recordable form, if appropriate under the circumstances) and do further acts and things, as the requesting Party may reasonably request to effect the purposes of this Agreement.
- **9.11** Entire Agreement. This Easement sets forth the entire agreement of the Parties and supersedes all prior agreements related to its subject matter, provided, however, that nothing in this Agreement shall affect the terms of any of the Applicable Agreements.
- **9.12 No Partnership**. The Parties are independent of each other and no partnership, joint venture, association or principal and agency relationship between the Parties is created hereby.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the date first set forth above.

	THE CITY OF HURON, OHIO, an Ohio municipal corporation
	By: Its:
	AMP TRANSMISSION, LLC, an Ohio non-profit corporation
	By: Its:
This instrument prepared by, and when recor	rded return to:

STATE OF OHIO	}
STATE OF OHIO COUNTY OF	} SS. _ }
The foregoing in	nstrument was acknowledged before me this day of , 2020, by
of the City of Huron, Oh	, 2020, by, the io, an Ohio municipal corporation, on its behalf.
IN WITNESS WHEREC	OF I hereunto set my hand and official seal.
Notary Seal:	Notary Public Signature
STATE OF OHIO COUNTY OF	}
COUNTY OF	_ } 55.
The foregoing in	nstrument was acknowledged before me this day of, 2020, by , the
of AMP Transmission, L	, 2020, by, the LC, an Ohio non-profit limited liability company, on its behalf.
IN WITNESS WHEREC	OF I hereunto set my hand and official seal.
Notary Seal:	Noton Dublic Cignoture
	Notary Public Signature

EASEMENT EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

Per Title Commitment No. E-28101SC Issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

Beginning at a point in the centerline of Rye Beach Road, the same being the west line of Lot Number 22, North I degree 15 minutes west, 1591.26 feet from its intersection with the centerline of Bogart Road; thence South 88 degrees 37 minutes east, along the southerly line of lands now or formerly owned by Ada Croll, 704.40 feet to a point; thence South I degree 15 minutes east 325.00 feet to a point; thence North 88 degrees 37 minutes west, 704.40 feet to the centerline of Rye Beach Road; thence North I degree 15 minutes west, along said centerline, 325.00 feet to the place of beginning and containing 5.25 acres, more or less, but subject, however, to all legal highways.

ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC of First American Title Insurance Company Effective Date: September 1, 2017 at 7:30 A.M.

Surveyor's Certification

To:: First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio, and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.



9/21/2017

Registered Surveyor: John J. Raab Registered Land Surveyor No.: 7863

In the State of: Ohio Date of Survey: August, 2017 Date Printed: September 21, 2017 ARCHITECTS ENGINEERS PLANNERS

580 N. Fourth St.
Suite 630
Columbus, Ohio
43215
OHM—ADVISORS.COM

OF 1

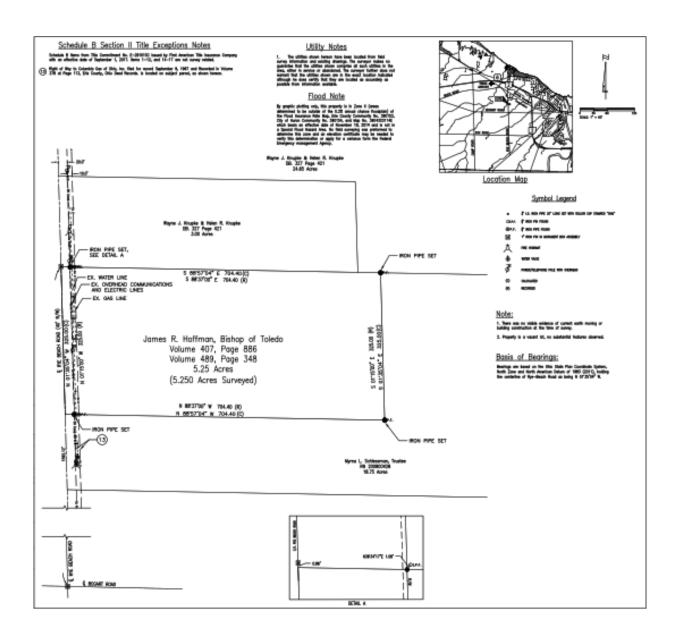




Exhibit D

Legal Description of Site

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

Per Title Commitment No. E-28101SC Issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

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The City of Huron

Based on Title Commitment No. E-28101SC of First American Title Insurance Company Effective Date: September 1, 2017 at 7:30 A.M.

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To:: First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio, and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.



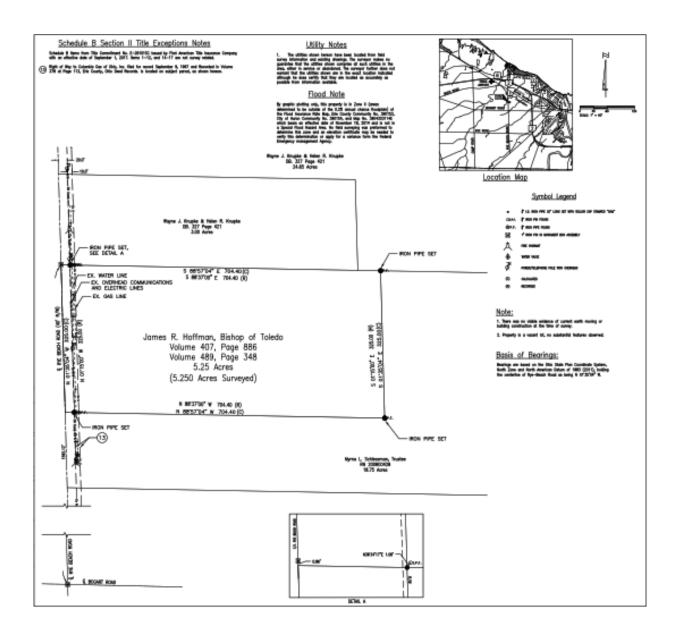
9/21/2017

Registered Surveyor: John J. Raab Registered Land Surveyor No.: 7863

In the State of: Ohio Date of Survey: August, 2017 Date Printed: September 21, 2017 ARCHITECTS ENGINEERS PLANNERS

580 N. Fourth St.
Suite 630
Columbus, Ohio
43215
OHM-ADVISORS.COM

or 1







TO: Mayor Artino and City Council FROM: Cory Swaisgood, Finance Director

RE: Resolution No. 2020-67

DATE: October 27, 2020

Subject Matter/Background

The following summary relates to Resolutions Nos. 2020-67 through 2020-68.

In 2017, the Administration received Council approval for a multi-year medical and dental insurance program through Medical Mutual and TruAssure, respectively. After review and consultation with the City's consultants at Todd & Associates, the Administration selected to continue the program through 2021 with a modest 4% increase in medical insurance premiums and a 0% increase in dental insurance premiums. Both programs maintain the same level of coverage that employees had in 2020. The City will continue offering the Health Reimbursement Account to help off-set the higher deductibles. In 2021, the City will need to renegotiate health insurance agreements as well as collective bargaining agreements of all three unions.

Financial Review

The 2021 budget initially included a 10% increase in medical mutual premiums. Based on recent negotiations through the City's healthcare consultant, Todd & Associate, the City secured a 4% increase in medical mutual premiums and 0% increase in dental premiums in the 2021 budget. No change will be made to employee contributions for 2021. The 4% increase in medical mutual premiums is historically low considering, on average, premiums for medical insurance have increased 5-10% over the past 5 years. The vision insurance through VSP is currently in a multi-year guarantee through February 2023.

Legal Review

The matter follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-67 would be in order.

Resolution No. 2020-67.doc

Resolution No. 2020-67 Exhibit A.pdf

RESOLUTION NO. 2020-67

Introduced by: Mark Claus

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH MEDICAL MUTUAL FOR THE PROVISION OF 2021 MEDICAL HEALTH INSURANCE COVERAGE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the Interim City Manager is authorized to accept the proposal and enter into an agreement with Medical Mutual for the provision of 2021 healthcare insurance coverage, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.RC. §121.22 of the Revised Code.

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its adoption.

		Sam Artino, Mayor	
ATTEST:		<u></u>	
	Clerk of Council		
ADOPTED:			



Prepared For:

CITY OF HURON

Effective Date: 1/1/2021 End Date: 12/31/2021 County: Erie State: Ohio

Quote ID: 0084862-02

Wednesday, October 7, 2020 4:31 PM



As part of the Affordable Care Act, health insurance issuers and group health plans are required to provide a Summary of Benefits and Coverage (SBC) to all participants (and their dependents if they reside at a different address).

The SBC(s) applicable to your current plan(s) will be available on EmployerLink or from your sales representative or broker. As the plan sponsor, you are responsible for distributing SBCs to your participants with other written application materials during open enrollment. An SBC must be provided for each benefit package in which a participant or dependent is eligible. If you do not require a written application from your participants to renew, you must provide each participant with the SBC specific to the plan in which he or she is enrolled no later than 30 days prior to the first day of the new plan or policy year.

Please review your applicable SBC(s) carefully. If you make a change that affects the information in your SBC, please contact your sales representative or broker to initiate the change and ensure new SBCs are available for your open enrollment period.



CITY OF HURON ALL SECTIONS INSURED RENEWAL RATES

Effective January 1, 2021, through December 31, 2021

# 610915			Monthly Enrollment	Current <u>Rates</u>	Renewal <u>Rates</u>		Current Monthly <u>Premium</u>	Renewal Monthly <u>Premium</u>	Change in Monthly Premium
CMM I	SMP 3580-3500 (NGF)	Single	15	\$505.60	\$525.82		\$7,584	\$7,887	
		Employee + Spouse	3	\$1,112.31	\$1,156.80		\$3,337	\$3,470	
		Employee + Child	3	\$910.07	\$946.47		\$2,730	\$2,839	
		Employee + Children	8	\$910.07	\$946.47		\$7,281	\$7,572	
		Family	16	\$1,516.78	\$1,577.45		\$24,268	\$25,239	
						Subtotal	\$45,200	\$47,007	4.0%
DRUG I	Rx15/65/90/35%max325 MOx2, GI	Single	15	\$117.32	\$122.01		\$1,760	\$1,830	
		Employee + Spouse	3	\$258.10	\$268.42		\$774	\$805	
		Employee + Child	3	\$211.17	\$219.62		\$634	\$659	
		Employee + Children	8	\$211.17	\$219.62		\$1,689	\$1,757	
		Family	16	\$351.95	\$366.03		\$5,631	\$5,856	
		•				Subtotal	\$10,488	\$10,907	4.0%
						Total	\$55,688	\$57,914	4.0%

Rates include Patient-Centered Outcomes Research Institute Fees (PCORI), Reinsurance Fees and Market Share fees, when applicable, which are federally mandated. All fees are subject to state premium tax. Fees are subject to change. When a contract period spans more than one calendar year, the fees are averaged over the length of the period.

Federally Mandated Fees (Monthly average):

PCORI: \$28
Reinsurance: \$0
Market Share: \$0
Total: \$28

Rate Acceptance	
Group Official Initial:	Please initial next to the benefits that have been selected by the group.
Group Official Signature:	
Title:	
Date:	



CITY OF HURON ALL SECTIONS DISCLAIMERS AND NOTES

Effective January 1, 2021, through December 31, 2021

- 1 Rates include broker commission.
- 2 All rates are subject to the terms and conditions specified in the Group Contract.
- 3 Change in total enrollment or in any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 4 Medical rates include Essential only.
- 5 In accordance with respective state laws, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.
- 6 Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- 7 As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification (made other than in conjunction with a renewal) if it impacts the contents of the Summary of Benefits and Coverage (SBC). Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 8 Quote includes Medical Mutual's comprehensive suite of population health programs, which are designed to promote healthy lifestyle behaviors and encourage your employees to get well and stay well. Our programs help your employees understand their health, identify risk factors for disease, manage their conditions and make positive changes to improve their well-being. Covered employees will automatically have access to Medical Mutual's health and wellness initiatives, which may include, but not be limited to, online health resources and Health Assessment, Disease Management programs, 24/7 Nurse Line, tobacco QuitLine, Maternity program, fitness center discounts, and Weight Watchers® discounts.
- 9 If a non-Medical Mutual ancillary carrier, other than Superior Dental, is added for COBRA services, a fee of \$0.34 per employee per month will be charged.

Rate Acceptance		
Group Official Initial:	Please initial next to the benefits that have been selected by the group.	
Group Official Signature:		
Title:		
Date:	<u> </u>	



CITY OF HURON ALL SECTIONS LEGISLATIVE UPDATES

Effective January 1, 2021, through December 31, 2021

- Your rates may be adjusted to account for coverage mandated by federal or state law.
- Pursuant to Ohio House Bill 463, based on your current Autism Spectrum Disorder benefits, your renewal (effective 1/1/18 or later) has been adjusted for compliance with the law, where applicable.
- In order to comply with the United State Preventive Task Force final recommendations effective with plan years beginning 12/1/2017, your renewal has been adjusted to reflect changes to your non-grandfathered plan benefits effective with your next plan year on or after 12/1/2017.
- The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- Rates and premiums for periods beginning January 1, 2022 do not include potential or actual exposure due to section 4980l of the Internal Revenue Code -- Excise Tax on High Cost Employer-Sponsored Health Coverage under the Affordable Care Act. Any Excise tax determined to be payable on your plan(s) will be billed separately from health plan premium rates.

Rate Acceptance		
Group Official Initial:	Please initial next to the benefits that have been selected by the group.	
Group Official Signature:		
Title:		
Date:	_	

Medical Mutual of Ohio Illustration of Reduced Premium



Reduced Premium refers to a general reduction to the premium rates as a result of negotiations between Medical Mutual and the Group. The Premium rates shown in the contract will reflect the reduction applied.

For example, assume that Group ABC has been provided rates for the period beginning January 1, 2014 and ending December 31, 2014.

	- [[] [15			
Sample Renewal Illustration: Reduced Premium	Group ABC Insured Renewal Ra The rates below refl		Mutualand	ne Group	
	negotiating Discoun			SES	$\bigcirc \bigcirc $
ILLUSTRATION ONLY	Rate	Current	Renewal		(1)//na
(Renewal Rates)	<u>Type</u>	<u>Rates</u>	<u>Rates</u>		90 10
	Single	\$300.00	\$330.00		
	Family	\$750.00	\$825.00		
(Proposed Rates)	Rate	Monthly			
	<u>Type</u>	<u>Rates</u>			
	Single	\$330.00			
	Family	\$825.00			

In the example above, the next Renewal/Proposed Rates have been reduced as a result of negotiation between Medical Mutual and the Group.

This arrangement does not include and does not apply to fees, taxes or other charges imposed on Medical Mutual by state or federal government laws, statutes or regulations. To the extent permitted by law, Medical Mutual will include such charges in the fees (premium) charged to the Group or may include them as separate line item on the Group's invoice.

Medical Mutual of Ohio Illustration of Reduced Premium





Based on current guidance about Healthcare Reform, the following federally mandated fees are in effect:

- Patient Centered Outcomes Research Institute Fee
- Health Insurer Fee
- Reinsurance Fee

To the extent permitted by law, we reserve the right to adjust the Group's premium during the contract period and/or add these fees as a line item in the Group's invoice to fully disclose the new costs and to comply as necessary.

RESOLUTION NO. 2020-68

Introduced by: Mark Claus

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH TRUASSURE INSURANCE COMPANY FOR THE PROVISION OF 2021 DENTAL INSURANCE COVERAGE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the Interim City Manager is authorized to accept the proposal and enter into an agreement with TruAssure Insurance Company for the provision of 2021 dental insurance coverage, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.RC. §121.22 of the Revised Code.

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its adoption.

		Sam Artino, Mayor
ATTEST:	Clerk of Council	
ADOPTED:		<u> </u>



Dental Benefits Renewal

City of Huron

Effective Date January 1, 2021

Renewal letter	2
Current plan design	3
Proposed renewal	4
Underwriting considerations	4
Renewal acceptance	5

Proposal Date September 23, 2020 **Linda Remington**

Account Manager

630-718-4781

Iremington@truassure.com

TruAssure
Insurance Company
111 Shuman Boulevard

Naperville, Illinois 60563

Your TruAssure Dental Plan Renewal

Renewal Package for City of Huron

Enclosed is TruAssure's renewal package for City of Huron, TAIC Group #20092. It includes your renewal rates and underwriting assumptions.

I welcome the opportunity to review this information with you. If you have questions or would like to discuss your renewal, please contact me.

If you have no questions once you have reviewed this renewal package, please sign and return the signature page to us. If we do not receive this notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental plan with the rates included in this renewal package.

Non-Benefit Eligible Employees

At TruAssure, we strive to help your employees keep their teeth as healthy as possible. Good oral health is a vital part of overall well-being. For non-benefit eligible employees, TruAssure offers dental plans for individuals and their families. Please see the enclosed brochure or visit **www.truassure.com** for more details on our individual product offerings.

Reminder For Your Employees

Employees can view their benefit information online through the Member Portal at **truassure.com**.

TruAssure offers our members access to one of the largest dental networks nationwide through the DenteMax Plus dental network, which includes participating dentists from the DenteMax, United Concordia and Connection dental networks. With more than 360,000 dentist locations nationwide, we make it easy for members to find a network dentist. On average, members can save 20 to 40 percent on dental treatment with a network dentist.

Oral Health is Important to Overall Health

Visit **truassureblog.com/library** to find oral health resources that can answer your oral health questions and offer information to help ensure a lifetime of healthy smiles.

Thank you for choosing TruAssure Insurance Company for your dental benefit needs. The TruAssure team truly values your business and hopes to provide your employees with dental benefits for many years to come. We are dedicated to providing your employees with the coverage they need to maintain good oral health, and we are committed to delivering excellent customer service and a hassle-free experience.

2



Current Plan Design Summary for City of Huron

20092	In-Network	Out-of-Network
Annual Maximum Limit	\$1,000	\$1,000
Individual Deductible	\$25	\$25
Family Deductible	\$75	\$75
Preventive Services (Coverage A) Exams Emergency Exams Cleanings (three times per benefit year) Bitewing x-rays Full-mouth x-rays Fluoride treatment Space maintainers Sealants	Plan Pays 100% (Deductible does not apply)	Plan Pays 100% (Deductible does not apply)
Basic Services (Coverage B) Palliative treatment Fillings (posterior composites covered) Oral surgery - Simple extractions Oral surgery - Surgical extractions Oral surgery - All other General Anesthesia Periodontics (Gum disease treatment) Endodontics (Root canals)	Plan Pays 80% (Deductible applies)	Plan Pays 80% (Deductible applies)
Major Services (Coverage C) Denture relines and rebases; adjustments Repairs to dentures Crowns, onlays, post and core Complete and partial dentures Fixed bridge work Implants	Plan Pays 50% (Deductible applies)	Plan Pays 50% (Deductible applies)
Orthodontics (Coverage D) Dependent children eligible to age 19 Full-time students eligible to age 19 Adults are eligible for coverage	Plan Pays 50% (Deductible does not apply)	Plan Pays 50% (Deductible does not apply)
Orthodontics Lifetime Maximum	\$1,500	\$1,500

Your TruAssure group dental plan is offered in association with the DenteMax Plus dental network arrangement, which includes participating dentists from the DenteMax, United Concordia and Connection dental networks. DenteMax Plus dentists accept new patients. In-network services are paid off the PPO fee schedule. Out-of-network services are based on the 90th R&C percentile of reasonable and customary fees (90th R&C).

3

The information on this sheet is a brief summary of your dental plan and the services it covers. There are some limitations on the expenses for which your dental plan pays. If you have specific questions regarding benefit coverage, limitations, exclusions, or non-covered services, please refer to your certificate of coverage/dental benefit booklet or contact TruAssure.



Proposed Renewal Rates

City of Huron Renewal Plan 1					
Current Empl	oyment	Current Rates	12 Month Renewal Rate	Increase	
EE:	15	\$27.32	\$27.32	0.0%	
EE+S	4	\$57.26	\$57.26	0.0%	
EE+C	11	\$74.23	\$74.23	0.0%	
FAM:	16	\$113.51	\$113.51	0.0%	
Annua	l Expense:	\$39,258.36	\$39,258.36	0.0%	

Underwriting Considerations

Census Data

Total Current Enrollment Counts

Single 15

Family 31 During the current experience period, City of Huron averaged 45

Total 46 enrollees.

Guarantee Terms

Policies and Claim Settlement Practices

All TruAssure standard processing policies, limitations and exclusions apply.

TruAssure reserves the right to recalculate rates in the event of any of the following:

Change in effective date.

The number of eligible or enrolled employees changes by more than 10% from that identified in this quote.

The number of enrolled employees falls below the required 5 to maintain individually underwritten status.

4

New or changes to legislation or regulations that affect the benefits payable, eligibility or contractual provisions.

Broker Compensation

Proposed rates include the following broker commissions:

Fully Insured PPO: 10.0%

UW/AS GM/22.9



Renewal Acceptance

If we do not receive notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental benefit plan with the above noted 12 month renewal rates.

1. The proposed renewal rates will be in effect for the for 1/1/2021 through 12/31/2021	ollowing time period:
2. All of our standard processing policies, limitations ar	nd exclusions apply.
3. Please acknowledge your acceptance of these terms this page. You can fax or email a copy of this letter to:	s and rates by signing below and returning
Linda Remington TruAssure 111 Shuman Boulevard Naperville, IL 60563 Phone: 630-718-4781 Fax: 630-718-4781 Iremington@truassure.com	
Agreed and accepted: City of Huron - TAIC Group #20092 Plan 1	
Ву:	Date:
Title:	
Please help keep our records current by providing your cureligible employees:	rrent contribution levels and total number of

% Dependent



Total Eligible Employees

truassure.com 5

% Employee



TO: Mayor Artino and City Council FROM: Terri Welkener, Clerk of Council

RE: Resolution No. 2020-69

DATE: October 27, 2020

Subject Matter/Background

This resolution authorizes an annual expenditure of funds for the purchase of rock salt. In accordance with a cooperative agreement with Erie County, and in conjunction with several local agencies, an advertisement for bids produced the recommended pricing for consumption in 2021. Attached to the legislation please find the Resolution No. 20-237 adopted by the Erie County Board of Commissioners, awarding the contract to Compass Minerals America, Inc. at a cost of \$44.20/ton delivered. This reflects a decrease of \$36.17 per ton over 2020 costs (a 45% reduction).

The current salt contract is with Morton Salt Co. @ \$80.37/ton delivered in effect until 12/31/20. We currently have no funds encumbered (\$60,000 budgeted and available) and 150 tons of salt stored in inventory. Per the terms of the cooperative bid, the City of Huron has been allocated up to a maximum of 1,000 tons but only pays for those amounts requested up to the maximum. Due to the stored salt on hand, a budget of \$65,000 is being recommended by the Street Foreman.

Financial Review

The purchase of salt out of the Street Maintenance Fund (Fund 212) is included in the annual budget. Although the City is noticing a 45% reduction in salt per ton, the 2021 budget will still reflect a budget of \$65,000. The budgeted amount is reflected as a worst case scenario. The City's total average cost to purchase salt from 2017 to 2020 was approximately \$30,000 per year. The expectation is the Street Department will not pay more than budgeted in this resolution in 2021. If so, Staff will amend this resolution and the 2021 budget.

Legal Review

The bid procedure, which the City is required to follow, has been utilized through the Erie County solicitation and award. The matter has been reviewed, follows normal legislative procedure and is properl

Recommendation

If the Council is in support of the request, a motion to adoption Resolution No. 2020-69 is in order.

Resolution No. 2020-69.doc

Resolution No. 2020-69 Exhibit A.pdf

RESOLUTION NO. 2020-69

Introduced by: Joe Dike

A RESOLUTION AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00) FOR ROCK SALT PURCHASED THROUGH AN AGREEMENT BETWEEN COMPASS MINERALS AMERICA, INC. AND THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY FOR THE PURPOSE OF FURNISHING BULK DEICING ROCK SALT TO THE CITY OF HURON AND VARIOUS OTHER POLITICAL SUBDIVISIONS THROUGHOUT ERIE COUNTY DURING THE 2021 CALENDAR YEAR

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the Board of County Commissioners of Erie County, Ohio having advertised for bids, awarded such and entered into agreement with Compass Minerals America, Inc. for \$44.22/ton (delivered) for the purpose of furnishing bulk highway deicing rock salt for the calendar year of 2021 for the Erie County Engineer and various other political subdivisions with the City of Huron being allocated up to 1,000 tons according to the provisions outlined in said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.RC. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

		Sam Artino, Mayor
ATTEST:	Clerk of Council	
ADOPTED: _		

RESOLUTION NO. 20-237

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH COMPASS MINERALS AMERICA, INC.

The Board of County Commissioners of Erie County, Ohio, met this 7th day of October, 2020, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and Stephen L. Shoffner.

Mr. Old introduced the following resolution and moved its adoption.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:

THAT, this Board hereby enters into an agreement with Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, for the purpose of furnishing rock salt for highway ice control during the 2021 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Shoffner seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Old, Aye; Mr. Shoffner, Aye; Mr. Shenigo, Aye

Adopted: October 7, 2020

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #224.

Clerk

Board of County Commissioners of Erie County, Ohio

Approved by County Administrator

Peter S. Daniel

Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery





Office of Auditor of State 88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: COMPASS MINERALS AMERICA, INC

Date: 9/24/2020 1:14:08 PM

This search produced the following list of 16 possible matches:

Name/Organization	Address
Combs, Brenda	109 Flat Rock Drive
Harmony Community School	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Rhea Academy Community School	
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Somali Development Agency/Americom	4312 Westport Road
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Third Wave Communications, LLC	PO Box 1355
Western Surety Company	CAN Surety Claims
Western Surety Company	CAN Surety, Surety Claims
Wright (AHRMS Management Company), Marcus	

NOTICE OF AWARD

To:

COMPASS MINERALS AMERICA, INC.

9900 W. 109TH STREET

SUTTE 100

OVERLAND PARK, KS 66210

Project Description: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL

The Contracting Authority has considered the bid submitted by you on the bid date of September 16, 2020 for the above-described work in response to its advertisement for bids and Instructions to Bidders. You are hereby notified that your bid has been accepted in the amounts of \$44.20 per ton delivered and \$41.00 per ton picked-up at stockpile location 931 W. Water St., Sandusky, Ohio 44870.

You are required by the Instructions to Bidders to execute the agreement and furnish the required Contract Bond, if applicable, and Certificates of Insurance within ten calendar days from the date of this notice.

If you fail to execute said agreement and to furnish said bond within ten days from the date of this notice, Contracting Authority will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your bid guaranty, subject to the liability as set forth in O.R.C. 153.54. The Contracting Authority will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Contracting Authority.

Dated this 25th day of September, 2020.
Signature:
Patrick J. Shenigo
Fitle: President, Erie County Commissioners
rders massall that a building happer at the hammare of the transport of th
ACCEPTANCE OF NOTICE
Receipt of the above Notice of Award is hereby acknowledged by COMPASS MINERALS AMERICA, INC. on this day of September, 2020.
ignature: Slam Sus
Tame and Title: SEAN WEZ, SR. MGR HAN SAUS

CONTRACT

This contract made and entered into this day of, 2020, by and between
Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210.
hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called
"Contracting Authority."

WITNESSETH:

The Supplier shall furnish 10,065 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2021 calendar year (1/01/2021 - 12/31/2021). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Eric County Engineer, Highway Dept.	3,000	\$41.00/ton	\$123,000.00	\$44.20/ton	\$132,600.00
Erie County Facilities Dept.	150	41.00/ton	\$6,150.00	44.20/ton	\$6,630.00
Berlin Township	200	41.00/ton	8,200.00	44.20/ton	8,840.00
Florence Township	50	41.00/ton	2,050.00	44.20/ton	2,210.00
Groton Township	100	41.00/ton	4,100.00	44.20/ton	4,420.00
Huron Township	600	41.00/ton	24,600.00	44.20/ton	26,520.00
Margaretta Township	250	41.00/ton	10,250.00	44.20/ton	11,050.00
Milan Township	600	41.00/ton	24,600.00	44.20/ton	26,520.00
Oxford Township	175	41.00/ton	7,175.00	44.20/ton	7,735.00
Perkins Township	800	41.00/ton	32,800.00	44.20/ton	35,360.00
Village of Berlin Heights	100	41.00/ton	4,100.00	44.20/ton	4,420.00
Village of Castalia	100	41.00/ton	4,100.00	44.20/ton	4,420.00
Village of Milan	400	41.00/ton	16,400.00	44.20/ton	17,680.00
City of Huron	1,000	41.00/ton	41,000.00	44.20/ton	44,200.00
City of Sandusky	2,500	41.00/ton	102,500.00	44.20/ton	110,500.00
Sandusky City Schools	40	41.00/ton	1,640.00	44.20/ton	1,768.00
Total Estimated Requirements	10,065		\$412,665.00		\$444,873.00

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$41.00/Ton. Rock salt to be delivered to any bid destination in Eric County Ohio, with no minimum tonnage required at a contract price of \$44.20/Ton, not to exceed \$139,230.00 (\$132,600.00 – Eric County Engineer, \$6,630.00 – Eric County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Eric County Engineer or Eric County Facilities Department and written concurrence by the Eric County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated <u>SEPTEMBER 10, 2020</u>, the terms and conditions of the Contract shall prevail.

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Compass Minerals America, Inc. on September 16, 2020.

SUPPLIER RESPONSIBILITIES

The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

TERM

This contract shall remain in effect from January 1, 2021 through December 31, 2021.

INDEMNITY

The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Eric County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

INSURANCE REQUIREMENTS

The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

MODIFICATION

This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

NOTICE TO PROCEED

The Supplier shall, upon receipt of a copy of the Erie County Commissioners resolution to enter into an agreement with supplier, provide product commencing on January 1st of the term described herein above. A purchase order, in accordance with the bidding documents shall be subsequently issued by Erie County.

NON-DISCRIMINATION

The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

FINDINGS FOR RECOVERY

The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

COUNTERPARTS

This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

COMPONENT PARTS OF THIS CONTRACT

The executed contract documents shall consist of the following:

- a. This Contract
- b. Bid Specifications
- c. Signed copy of Bid
- d. Erie County Commissioner's Resolution to enter into an Agreement

These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or herein repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

COMPASS MINERALS AMERICA, INC.	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO
Signature Sc. Manager Highway Sales	Patrick J. Shenigo
48-1047632 Taxpayer I.D. #	Mathew R. Old Stephen L. Shoffner
Approved as to Form: Asst. Prosecuting Attorney	
Approved as to Content:	
Jack Farschman, P.E., P.S., Brie County Engineer	
Gary Weilmau, Building & Grounds Superintendent	

CONTRACT LIMITATION CERTIFICATE

1, Joel Gerdes	on behalf of COMPASS MINERALS
(Name of representative of vendor)	
AMERICA, INC., do hereby acknowledge that the ma	aximum amount of monetary obligation of Erie
County, Ohio, i.e., Board of County Commissioners of	Erie County, Ohio, under the hereinbefore
attached contract or agreement is \$139,230.00 UNLES	S the Board of Erie County Commissioners gives
PRIOR APPROVAL for additional expenditures of n	noney under the contract or agreement and the
County Auditor certifies to the availability of such add	itional funds. Erie County, Ohio, i.e., the Board
of County Commissioners of Erie County, Ohio SHAI	L NOT BE HELD LIABLE by COMPASS
MINERALS AMERICA, INC. for any monetary obli	gations under this contract or agreement above
the maximum amount of \$139,230.00, UNLESS expen	ditures are approved by the Board.
Sworn to before me and subscribed in my presence this	(Notary Public)
APPROVED AS TO CONTENT Jack Farschman, P.B., P.S., Eric County Engineer	BRENDA BLUNT NOTARY PUBLIC STATE OF KANSAS My Appl. Exp.
Gary Weilnau, Building & Grounds Superintendent	

ATTACHMENT D NON-COLLUSION AFFIDAVIT

State of Ohio Kansas Erte County Johnson BID Identification: "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL" CONTRACTOR Joel Gerdes being first duly sworn, deposes and says that he issr. Manager Highway Sales (sole owner, a partner, president, secretary, etc.) of Compass Minerals America Inc. the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement. communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the CONTRACTING AUTHORITY awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDOER in his general business. Signed. Subscribed and sworn to before me this 10th day of September, 20 20. Seal of Notary

ATTACHMENT C

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF

PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO: Kansas

Mary Wells

SS:

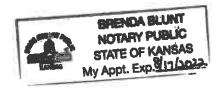
TO:

The undersigned, being first duly sworn, having been awarded a contract by you for "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL" hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list. In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

BB

Sworn to before me and subscribed in my presence this 3rd day of September 20 20.

Notary Public



BID GUARANTY AND CONTRACT BOND

(Section 153.571)

(Not to be filled out if certified check is submitted.)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

Compass Minerals America Inc. 9900 W. 109th Street, Ste. 100 Overland Park, KS 66210

(Here insert full name or legal title of Contractor and Address)

as Principal and	RLI Insurance Company
	(Here insert full name or legal title of Surety)
(licensed to do business	in the State of Ohio) as Surety, are hereby held and firmly bound
unto	Board of Erie County Commissioners
	(Here insert full name or legal title of Owner)
hereinafter called Obligo	ee, in the penal sum of the dollar amount of the bid submitted by
the Principal to the Obli	gee on September 16, 2020 to undertake the project known as:
-	Treated Rock Salt for Highway Ice Control (Here insert full name, address and description of the Project)
Principal on the date refe	to herein shall be the dollar amount of the Principal's bid to the any additive or deductive alternate proposals made by the erred to above to the Obligee, which are accepted by the Obligee. I sum exceed the amount of
must not be less than the A percentage is not acce	dollars (If the above line is left blank the penal sum will be the amount sluding alternates. Alternatively, if completed, the amount stated full amount of the bid, including alternates, in dollars and cents. ptable.) For the payment of the penal sum will and truly to be atly and severally bind ourselves, our heirs, executors, and assigns.
THE CONDITION OF The named Principal has subm	HE ABOVE OBLIGATIONS IS SUCH, that whereas the above nitted a bid on the above referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills for material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may be in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs,

in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

n by

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED THIS day of	Septembe	r 	2020
PRINCIPAL:	SURETY	COMPANY .	ADDRESS
Compass Minerals America Inc.		9025 N. Lindbergh	Dr.
	-	Street	
BY:		Peoria, IL 61615	5
/	City	State	Zip
TITLE: Sc. Manager Highway Sales SURETY:	SURETY	AGENT'S AI	DDRESS
RLI Insurance Company	A games No.	Marsh USA Inc.	
	Agency Name		
		W South Temple S	te 700
BY: Time Diavis Attorney-m-Fact	Street	W South Temple S	*

State of Uta County of Sait	Lake SS:	
	September 16, 2020	, before me, a Notary Public in and for said County and State, residing
therein, duly commission	oned and sworn, personally appeared	
		Tina Davis
known to me to be Atto	orney-in-Fact of	RLI Insurance Company foregoing instrument, and known to me to be the person who executed
		duly acknowledged to me that such corporation executed the same. affixed my official seal, the day and year stated in this certificate above.
My Commission Expire	S June 9, 2022	Linda L'Nigrer Notary Public
		LINDA L NIPPER Notary Public - State of Utah Comm. No. 700561 My Commission Expires on Jun 9, 2022

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Bond No. n/a

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be efformation. Insurance Company, required for the a		r both of RLI Insurai	ice Company and Co	ntractors Bonding and
That RLI Insurance Company and/or each authorized and licensed to do busin Tina Davis	Contractors Bonding an		ereby make, constitute	and appoint:
it's true and lawful Agent and Attorne				
acknowledge and deliver for and on its Twenty Five Million Dollars (\$25,000,00	behalf as Surety, in general	al, any and all bonds a	and undertakings in a	n amount not to exceed
Principal:		Minerals America Inc.		
Obligee:		e County Commissioners		
RLI Insurance Company and Contraction following is a true and exact copy of a to-wit:	ctors Bonding and Insura Resolution adopted by the	ance Company, as ap	plicable, have each for each such corpora	urther certified that the tion, and now in force,
corporate name of the Corporation has been such other officers as the Box Assistant Secretary, or the Treasure policies or undertakings in the name policies, undertakings, Powers of Att the corporate seal may be printed by	ard of Directors may au or may appoint Attorneys of the Corporation. The corney or other obligation facsimile or other electron	thorize. The Preside in Fact or Agents w corporate seal is not s of the Corporation nic image."	ent, any Vice Preside the shall have author necessary for the variation. The signature of a	ent, Secretary, any rity to issue bonds, lidity of any bonds, ny such officer and
IN WITNESS WHEREOF, RLI Insura caused these presents to be executed by it				
September 2020	s respective vice rresident	-		_ day of
ariti	ANCE CO.	RLI Insurance	Company ading and Insurance	Company
Marine production	SĒĀL SĒĀL	BH	v.A	Company
State of Illinois	TINOS	Barton W. Davis	_	Vice President
County of Peoria			CERTIFICAT	Œ
On this 16th day of September Public, personally appeared Bart being by me duly sworn, acknowledged that Attorney as the aforesaid officer of the RLI Contractors Bonding and Insurance Compinistrument to be the voluntary act and deed of By:	Insurance Company and/or pany, and acknowledged said	Contractors Bond that the attached Poirrevocable; and fur set forth in the Powhereof, I have h Insurance Company	ing and Insurance Co ower of Attorney is in a othermore, that the Reso ower of Attorney, is no ereunto set my hand	mpany, do hereby certify full force and effect and is plution of the Company as we in force. In testimony and the seal of the RLI Bonding and Insurance aptember , 2020
Jacque ine M. Bock er	Notary Publi		npany ng and Insurance Com	pany
JACQUELINE M BOO NOTARY PUBLIC, STATE OF MY COMMISSION EXPIRES JAN	CKLER ILLINOIS	By: Jeffrey Dovice	fuy D fick	Corporate Secretary

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus, Ohlo 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohlo.gov

Ohlo Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director





Issued 03/26/2020 Effective 04/02/2020 Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

RLI INSURANCE COMPANY

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-Stated Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

RLI INSURANCE COMPANY certified in its annual statement to this Department as of December 31,2019 that it has admitted assets in the amount of \$2,152,193,679, liabilities in the amount of \$1,122,522,511, and surplus of at least \$1,029,671,168.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Jillian Froment, Director





RLI insurance Company P.O. Box 3967 Peoria IL 61612-3967 Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2019

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities:	
Fixed meturities		Reserve for unpaid losses and loss	
Equity securities	1,055,538,938	adjustment expenses	\$ 647,131,355
Short-term investments	0	Unearned premiums	
Real estate	31,007,459	Accrued expenses	
Properties held to produce income	0	Funds held	
Cash on hand and on deposit	33.336.619	Advance premiums	
Other invested assets	48.753.549	Amounts withheld	91,632,930
Receivables for securities.	444,547	Dividends declared and unpaid	30,710
Agents' balances	83,802,269	Ceded reinsurance premium payable	
Investment income due and accrued	6,501,710	Payable for securities	1,633,390
Funds held		Statutory penalties	515,000
Reinsurance recoverable on paid losses	22.382.745	Current federal & foreign Income taxes	
Federal Income taxes receivable	0	Federal Income tax payable	8,803,610
Net deferred tax asset	0	Borrowed money and accrued interest	
Guarantee funds receivable or on deposit	37.626	Drafts outstanding	0
Electronic data processing equipment,	(Payable to affiliate	11,391,542
net of depreciation	1.471.812	Other liabilities	
Receivable from affiliates	1,309,958		1 120,000
Other admitted assets	5,084,817	Total Liabilities	\$ 1,122,522,511
Total Admitted Assets	\$ 0.450.400.870	Pumikus	-
	\$ 2,152,193,679	Surplus:	_
		Common stock	
		Additional paid-in capital	242,451,084
State of Illinois		Unassigned surplus	777,219,709
State of Impos		Traini Burni in	
On which the said		Total Surplus	\$ 1,029,671,168
County of Peorie		Martin Lands and American American	
		Total Liabilities and Surplus	5 2 152 193 679
The undersigned, being duly sworn, says:	That he is the Pre	esident of RLI Insurance Company; that said	Company is a

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of Ohio

and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2019.

Attest:



Corporate
Seal
Affixed

Craig Kliethermes

President

Charie I Mantagemen

Eletant Secretory

Sworn to before me this 3rd day of March, 2020.



Notarial
Seal
Affixed

Gretchen L. Johnigk

Notary Public, State of Illinois

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show COMPASS MINERALS AMERICA INC., a Delaware corporation, having qualified to do business within the State of Ohio on June 1, 1990 under License No. 774029 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th day of March, A.D. 2020.

Ohio Secretary of State

Fred flow

Validation Number: 202007301968



PACE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online at corp. delaware.gov/authver.shtml

AUTHENTY CATION: 1573508

DATE: 07-28-14

State of Delaware Secretary of State Division of Corporations Delivered 04:01 PM 07/28/2014 FILED 04:01 PM 07/28/2014 SRV 141004732 - 2149843 FILE

STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "FIRST" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

- 2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- 3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
 - 4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28 day of July, 2014.

Rodney L. Underdown

Chief Financial Officer and Secretary

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF COMPASS MINERALS AMERICA INC.

Effective June 4, 2020

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. CrutchfieldPresident and CEOJames D. StandenChief Financial OfficerS. Bradley GriffithChief Commercial Officer

Mary L. Frontczak Chief Legal and Administrative Officer and Corporate Secretary

Luis E. Montiel Vice President, Finance and Treasurer

Jon Schnieders

Ryan Royer

Sean Lierz

Joel Gerdes

Vice President, Salt

National Sales Manager

Highway Sales Senior Manager

Highway Sales Senior Manager

Harrison Green Highway Sales Manager
Matthew Denner Sales Manager
Teresa Wilde Sales Manager

Bill Crooks Director, Customer Service
Joe Uriell Director, Sales Industrial

Ericka Garrett HR Coordinator
Zoe Vantzos Assistant Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

James D. Standen

Zoe A. Vantzos

Form W-9 (Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

▶ Go to www.im.gov/FormWD for instructions and the latest information.

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

THE PARTY.	MANAGER Service Co to teneral and the service of th			etion,						
	Name (as shown on your income tax return). Name is required on this line; Compass Minerals America Inc.	do not leave this line blank.								
	2 Business name/disregarded entity name, if different from above						_	_		
n page 3.	Check appropriate box for federal tex classification of the person whose no following seven boxes.	_	_		certi	xemptio sin entiti ructions	ies, no	t indivi		
2 8	individual/sole proprietor or C Carporation S Corporation S Corporation	on 🚨 Partnership	L. Trust/	'estate	Fvan	npt paye	un errele	a Mara	A	
\$ 8	Limited liability company. Enter the tax classification (C=C corporation,	SaS compretion. PaPartner	rahio) l>		EXIDI	iibr bayı	.00 UGUE) fit easily		
Print or type.	Note: Check the appropriate box in the line above for the tax classificat LLG if the LLG is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tex is disregarded from the owner should check the appropriate box for the	ion of the single-member or from the owner unless the o ourspace, Otherwise, a sing	wher. Do no owner of the	41001-1		nption (i		ITCA n	porting	3
8	Other (see Instructions)					ni ili aobou			ide the U	LE)
8	6 Address (number, street, and apt. or suite no.) See instructions.		Requester*	s name al	nd ad	idress (c	ptions	ŋ		
8	9900 West 109th Street, Suite 100 6 City, state, and ZIP code									
	Overland Park, KS 66210									
	7 List account number(s) here (optional)				-		_			_
Par										_
	your TIN in the appropriate box. The TIN provided must match the ne	me given on line 1 to av	old 🕸	opial secu	arity I	nsember				
reelde	p withholding. For individuals, this is generally your social security runt allen, sole proprietor, or disregarded entity, see the instructions for	mber (SSN). However, fo Pert I. later. For other	or a		١.				Т	
entitie	s, it is your employer identification number (EIN). If you do not have a	number, see How to get	ta 🗀] _	LL] [Ш.	
77N, la Motor	xer. If the account is in more than one name, see the instructions for line :	4 Alexand (48-4)	or	mployer	4				_	1
reate: Numb	n the account is in more than one name, see the instructions for line to or To Give the Requester for guidelines on whose number to enter,	1. Also see vynat Name a	ina 💾	nployer		TOWNSON.	MATTO			
			4	8 -	1	0 4	7	6 3	2	
Part	III Certification				_			-	1 4	_
Under	penaities of perjury, I cartify that:									_
1. The	number shown on this form is my correct texpayer identification num	iber (or I am waiting for s	ı number tı	o be lasu	ed to	o me); (and			
Sen	not subject to backup withholding because: (a) I am exempt from ba rice (IRS) that I am subject to backup withholding as a result of a failu onger subject to backup withholding; and	ckup withholding, or (b) re to report all interest o	l have not r dividends	been no , or (c) ti	tified he IF	l by the IS has	Inten notifie	nal Re id me	venue that i s	em
3. I am	a U.S. citizen or other U.S. person (defined below); and									
	FATCA code(a) entered on this form (if any) indicating that I am exem									
you hay lalupos	estion instructions. You must cross out item 2 above if you have been not all interest and dividends on your tax return. For real estion or abandonment of secured property, cancellation of debt, contributions interest and dividends, you are not required to sign the certification, is	state transactions, item 2 (long to an inclividual ratin	doss not ap ment amen	oply. For gement (mort	gage in	terest meralk	pald,	nente	LISO
Sign H ere	Bignature of U.S. person ► // aug WW	D	ate >	3/11	la	000	>			
	eral Instructions	• Form 1099-DfV (dlv/ funds)	idends, ind	auding th	1088	from a	tocks	or mu	tual	
noted.	n references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC (v proceeds)	arious type	e of inco	эте,	prizes	, awar	de, or	gross	1
elated	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted by were published, go to www.irs.gov/FormW9 .	 Form 1099-B (stock transactions by broke 		fund sai	06 A I	nd cert	ain oti	her		
		• Form 1099-8 (proce					-			
	ose of Form	• Form 1099-K (merci				•				
nforme	vidual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number	• Form 1098 (home m 1098-T (tuition)		terest), 1	098-	-E (stud	lent ic	an int	erest),	,
3SN), I	ndividual texpayer identification number (ITIN), adoption	• Form 1099-C (cance		and core	nmé -	d ac	ad a	ال مان سرور		
EIM *	ar identification number (ATIN), or employer identification number or report on an information return the amount paid to you, or other	• Form 1099-A (acquis Use Form W-9 only								
mount	reportable on an information return. Examples of information	allen), to provide your	correct Til	N		•	•			
	include, but are not limited to, the following. 1099-INT (interest earned or paid)	if you do not return be subject to backup								t



Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer 01679402

COMPASS MINERALS 9900 W 109TH ST STE 100 OVERLAND PARK, KS 66210-1436

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2019 to 07/01/2020

Stephenie B.M. Cloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers'
Compensation

You must post this language with the Cartificate of Ohio Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

N	DUCER Iarsh USA Risk & Insurance Services 5 West South Temple, Suite 700			CONTACT NAME PHONE		AX (A/C, No)		
8	alt Lake City, UT 64101			(A/C, No. Ext): E-MAR. ADDRESS:		[ACC, NO]		
					NI IDEGIS) AEEOI	RDING COVERAGE		NAIC #
CN1	01916390-STND-GAWU-19-20			INSURER A : ACE Amer				22667
-	IRED			INSURER B : N/A	ican: irisularius C	ищрапу		N/A
0	ompass Minerals Group, Inc. &							19/1
	he North American Salt Company 900 W. 109th Street, Suite 100			NSURER C :				-
	werland Park, KS 66210			INSURER D :				-
				INSURER E :				-
_	VERAGES CER	TIFICATI	E NUMBER:	INSURER F: SEA-003458416-11				1
T IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	OF INSU EQUIREME PERTAIN,	RANCE LISTED BELOW HA ENT, TERM OR CONDITION THE INSURANCE AFFORD	VE BEEN ISSUED TO OF ANY CONTRACT DED BY THE POLICIE	THE INSURI OR OTHER S DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	HE PO	WHICH THIS
INER	TYPE OF INSURANCE	ADDL SUBF			POLICY ECP (MM/DD/YYYY)	LIMIT	rg.	
A	X COMMERCIAL GENERAL LIABILITY	INSD WVD	XSLG27630029	11/01/2019	11/01/2020	EACH OCCURRENCE	s	2,000,000
000	CLAIMS-MADE X OCCUR	1 11 1		1.1.0.1		DAMAGE TO RENTED		1,000,000
	X SIR \$500,000					PREMISES (En occurrence)	\$	1,000,000
	- our annotang					MED EXP (Any one person)	\$	2,000,000
						PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	4,000,000
	X POLICY PRO- JECT LOC OTHER:					PRODUCTS - COMP/OP AGG	\$	4,000,000
A	AUTOMOBILE LIABILITY		ISAH08871425	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ear accident)	\$	1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED ALTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY					BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ 5	
	AUTOS ONLY AUTOS ONLY				11	(Per accident) COMP/COLL DED	5	2,000
	UMBRELLA LIAB COCUE						-	2,000
	- OCCUR					EACH OCCURRENCE	\$	
	CDAIMS-MADE					AGGREGATE	\$	
A	WORKERS COMPENSATION		WLRC4B134841 (AOS)	11/01/2019	11/01/2020	V PER DYH	\$	
A	AND EMPLOYERS' LIABILITY Y/N		SCFC48134853 (WI)	11/01/2019	11/01/2020	X STATUTE ER		0.000.000
٠.	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A	001 010101000 (111)	11/01/2010	1170 172020	E.L. EACH ACCIDENT	\$	2,000,000
	(Mendetory in NH)				11	E.L. DISEASE - EA EMPLOYE	\$	2,000,000
-	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	2,000,000
Re: F Boan	RIPTION OF OPERATIONS / LOCATIONS / VEHICL load Salt I of County Commissioners of Erie County, Ohio is in			rition contract with respect t		id)		
CE	RTIFICATE HOLDER			CANCELLATION				
Cc 29	ard of County Commissioners of Erle ounty, Chio 00 Columbus Avenue, Room 327 ndusky, OH 44870				DATE THE	ESCRIBED POLICIES BE CAREOF, NOTICE WILL BY PROVISIONS.		
				AUTHORIZED REPRESE! of March USA Risk & in		10		
				Tiffani Berrett		THE WEBLER	obt.	,



TO: Mayor Artino and City Council

FROM: Matthew Lasko

RE: Resolution No. 2020-70

DATE: October 27, 2020

Subject Matter/Background

The following summary relates to Resolutions Nos. 2020-70 through 2020-75.

FROM JASON GIBBONEY - WATER SUPERINTENDENT

The combined purchasing power of the city of Sandusky, the City of Huron, the City of Vermilion and Erie County in the purchase of water treatment chemicals allows for a decreased expense as opposed to the cost should each entity purchase the identical product on their own. Therefore, on behalf of the City of Huron and other entities, the City of Sandusky conducted a bid for the purchase of Water Treatment Chemicals and has provided all entities with the final bid tabulation indicating the apparent low bidders for each chemical. The City of Huron Water Filtration Plant will purchase a total of six chemicals from six vendors through this bid.

The final bid tab provided by the City of Sandusky shows bulk amounts for each chemical (attached hereto as Exhibit 1). I have provided explanations of the estimated quantities which the City of Huron expects to use in 2021. As a result of the combine bids with the City of Sandusky, proposed chemicals are as follows:

- Caustic Soda (Sodium Hydroxide) 25% \$8.018/Gal (\$0.08 decrease from 2020);
- Chlorine Gas \$0.370/LB (\$0.01 decrease from 2020);
- Fluoride (Hydrofluosilic Acid) 25% \$2.34/Gal (\$0.17 increase from 2020);
- Sodium Permanganate \$6.62/Gal (\$0.06 decrease from 2020);
- PAC (Powder Activated Charcoal) \$1,565.00/Ton (\$75.00 decrease from 2020);
- ACH (Aluminum Chlorohydrate) \$0.450/Lb (\$0.03 increase from 2020).

NOTE: It should be noted the expenditure and related costs for all treatment chemicals has been included as part of our 2021 operating budget. In addition, the bids for Aluminum Chlorhydrate Polymer from USALCO and Chemtrade were rejected for lack of comparative jar testing as outlined in the bid specifications. Also, please note the Alexander Chemical bid for fluoride was retracted.

Awards for bids as follows:

- <u>Shannon Chemical Corporation</u> for the purchase of 4,000 Gallons of Sodium Permanganate at an amount not to exceed \$26,480.00;
- JCI Jones Chemicals Inc. for the purchase of 12 Tons of Chlorine in an amount not to exceed \$8,880.00;
- <u>Applied Specialties</u> for the purchase of 16,000 Gallons of Aluminum Chlorhydrate Polymer Blend at an amount not to exceed \$79,416.00;
- <u>Univar USA Inc.</u> for the purchase of 12,000 Gallons of Sodium Hydroxide at an amount not to exceed \$9,621.60;
- <u>PVS Nolwood Chemicals Inc.</u> for the purchase of 4,000 Gallons of Hydrofluosilicic Acid at an amount not to exceed \$9,360.00;
- <u>Thatcher Company</u> for the purchase of 8 Tons of Powdered Activiated Carbon at an amount not to exceed \$12,520.00.

Total Chemical Cost(s) as listed above: \$146,285.60

Financial Review

The purchase of chemicals out of the Water Fund (Fund 604) is included in the annual budget. The 2021 budget will reflect the final bid tab from the City of Sandusky in this resolution, totaling \$146,285.60. The budgeted amount is reflected as a worst case scenario. The expectation is the Water Department will not pay more than budgeted in this resolution in 2021. If so, Staff will amend this resolution and the 2021 budget.

The City budgeted approximately \$142,000 for 2020 and is expected the actual expense not to exceed \$120,000.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If Council is in support of the request(s), motions to adopt Resolutions Nos. 2020-70, 2020-71, 2020-72, 2020-73, 2020-74 and 2020-75 are in order.

Resolution No. 2020-70 Exhibit 1.pdf

Resolution No. 2020-70.doc

Resolution No. 2020-70 Exhibit A.pdf

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

	ITEM NO.	CHEMICAL DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
	1	Liquid Sodium Permanganate (NaMnO₄)	12,000 Gallons More or Less	\$	\$
		Hydrofluosilicic Acid (H ₂ SiF ₆)	17,000 Gallons More or Less		Ċ
		nyuronuosiiicic Aciu (n ₂ 31F ₆)	17,000 dailons word or Less	\$	5
_	3	Sodium Hydroxide Liquid (NaOH)	50,000 Gallons More or Less	\$	\$
	4	Sodium Hypochlorite (NaOCI)	90,000 Gallons More or Less	\$	\$
S A		Aluminum Sulfate Polymer Blend - Liquid (Type One) $(AL_2(SO_4)_3)$	101,250 Gallons More or Less/ 550 Wet Tons	\$	\$
N D	6	Powdered Activated Carbon (PAC)	123,000 Pounds More or Less	\$	\$
U S	7	Ferrous Chloride Solution (FeC12)	350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe	\$	\$
K Y	8	Polymer - Liquid	60,000 Pounds More or Less	\$	\$
	9	Ferrous Chloride Solution (FeC12)	25,000 Gallons More or Less	\$	\$
E R			16,000 Gallons More or Less in bulk		
1	10	Sodium Aluminate - Liquid	loads and/or 300 gallon totes 7,000 Gallons in 300 Gallon Totes 900	\$	\$
E			Gallons in 15 Gallon Drums More or		
C	11	Sodium Bisulfite Solution (Reducite)	Less 15,000 Gallons in 300 Gallon Totes	\$	\$
U			2,700 Gallons in 50 Gallon Drums		
T	12	Codition to analytic tractal activities	2,600 Gallons in 15 Gallon Drums More	<u> </u>	<u> </u>
Y	12	Sodium Hypochlorite (NaOCI)	or Less 10,000 Pounds more or less	\$	\$
	13	Polymer - Liquid	in 2,300 Pound Totes	\$	\$
	14	Liquid Chlorine (CL ₂)	24,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cyclinder, if applicable	\$	\$
	15	Powdered Activated Carbon (PAC)	8 Tons More or Less	\$	\$
		Sodium Hydroxide Liquid (NaOH)	12,000 Gallons More or Less	\$	\$
		Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl)	16,000 Gallons More or less	\$	¢ .
H U R		Hydrofluosilicic Acid (H ₂ SiF ₆)	4,000 Gallons More or Less	\$	\$
0 N	19	Liquid Sodium Permanganate (NaMnO ₄)	4,000 Gallons More or Less	\$	\$
	20	Chlorine (CL2)	24,000 Pounds More or Less	\$	\$
	21	Liquid Caustic Soda - 50% NaOH	4,000 Gallons More or Less.	\$	\$
	22	Hydrofluosilicic Acid - 25%	18,000 Pounds More or Less	\$	\$
	23	Polyaluminum Chloride Solution	250,000 Pounds More or Less	\$	\$
V E	24	Liquid Ferrous Chloride	40,000 Gallons More or Less	\$	\$
R M	25	Clarifloc CE-1593 Polymer	10 (275 galllon) Totes More or Less	\$	\$
Ė	26	Sodium Hypochlorite (NaOCI)	17 (300 gallon) Totes More or Less	\$	\$
O N	27	Sodium Bisulfite Solution	15 (300 gallon) Totes More or Less	\$	\$
-		Bidder Name:		Total Amount of Bid:	<u> </u> \$
		Bidder Address:			
		Telephone Number:			
-		Fax Number: Email Address	:		
L		Date:			

Do not leave any boxes blank. If not bidding an item, state in cost box.

See specifications for exact details

Updated 10/20/2020 CITY-BF-2

Chemicals for Calendar Year 2020 City of Sandusky, Huron, Vemilion and Erie County

							Kemira Water	С	Carbon Activated			Chemtrade				PVS Nolwood	Thatcher Company			Alexander Chemical Corporation, A Carus	
Comtract	Oh amia al	11	Overstitus	Bonded Chemicals Inc.		Applied Specialties JCI Jones		echnologies,	Corp. Calgon Carbo			Chemicals	Chemrite Inc.	Univar USA Inc Cincinnati, OH	Brenntag Mid-South	Chemicals Inc.	of New Yor Inc. USA		Pencco, Inc.	Company	Tidewater Products
Contract 1 L	Chemical iquid Sodium Permanganate (NaMnO₄) (Bid 1 of 2)	Unit Gallons	Quantity 12,000	Columbus, OH \$ 6.660	Weirton, WV	Avon Lake, OH Barberton, O	H Lawrence, KS Inc. D	Detroit, MI	Compton, CA Moon Twp, P	A Riceboro, GA	Exton, PA 6.570	Parisppany, NJ	Buford, GA \$ 6.58	Cincinnati, OH	Hebron, OH	Detroit, MI	Salt Lake City, UT Balti	imore, MD S	San Felipe, TX	Peru, IL	Toldeo, OH
				\$ 79,920.00							\$ 78,840.00		\$ 78,960.00				\$ 76,992.00				
2 F	ydrofluosilicic Acid (H ₂ SiF ₆) (Bid 1 of 3)	Gallons	17,000	\$ 2.160 \$ 36,720.00												\$ 1.930 \$ 32,810.00		\$	508.00	\$ 2.080 \$ 35,360.00	
3 8	odium Hydroxide Liquid (NaOH) (Bid 1 of 3)	Gallons	50,000	\$ 1.620	\$ 1.940	· Ψ	.53							\$ 1.4425	\$ 1.597	φ 32,810.00	/			φ 33,300.00 <u>-</u>	
		Oallana	00.000	\$ 81,000.00	\$ 97,000.00	\$ 76,500	0.00							\$ 72,125.00						* 0.0000	
4 8	odium Hypochlorite (NaOCI) (Bid 1 of 2)	Gallons	90,000	\$ 0.678 \$ 61,020.00											\$ 1.140 \$ 102,600.00					\$ 0.88690 \$ 79,821.00	
5 A	luminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃)	Gallons	101,250	, , , , , , , , , , , , , , , , , , , ,	-	0.259						\$ 578.000			, , , , , , , , , , , , , , , , , , , ,						
6 5	ourdered Activeted Carbon (BAC) (Bid 1 of 2)	Wet Tons Pounds	550 123,000	¢ 0.7900				•	0.83			\$ 317,900.0	\$ 0.88								+
6 P	owdered Activated Carbon (PAC) (Bid 1 of 3)	Pounds	123,000	\$ 0.7800 \$ 95,940.0				\$	102,090.00				\$ 108,240.00								
7 F	errous Chloride Solution (FeC12) (Bid 1 of 3)	Pounds	350,000				\$ 0.792						·								
8 F	olymer - Liquid (Bid 1 of 2)	Pounds	60,000				\$ 277,200.00			\$ 1.2	10										\$ 1.550
										\$ 72,600.											\$ 93,000.00
9 F	errous Chloride Solution (FeC12) (Bid 3 of 3)	Gallons	25,000				\$ 0.996 \$ 24,900.00														
10 S	odium Aluminate - Liquid	Gallons	16,000			0.209	Φ ∠4,900.00										\$ 2.5945				
																	\$ 2.5945 \$ 41,512.00				
11 S	odium Bisulfate Solution (Reducite)	Gallon Totes	7,000	\$ 1.720 \$ 12,040.00	\$ 2.390 \$ 16.730.00	\$ 1.5 \$ 12,950	850								\$ 1.720 \$ 12,040.00						
		Gallon 15T Drum	900	12,040.00	Ψ 10,700.00	\$ 2.	000								\$ 2.690						
40	adium Uum ahlarita (NaCCI) (Bid 2 of 2)	Calley Tates	15.000	6 440	. 4.440	\$ 1,800	0.00								\$ 2,421.00 \$ 1 160					t 0.0000	
12 8	odium Hypochlorite (NaOCI) (Bid 2 of 2)	Gallon Totes	15,000	\$ 1.10 \$ 16,500.00	\$ 1.410 \$ 21,150.00	\$ 1.° \$ 16,500	0.00								\$ 1.160 \$ 17,400.00					\$ 0.88690 \$ 13,303.50	
		Gallon Drums 50	2,700	\$ 1.10	\$ 1.440	\$ 1.:									\$ 1.230					\$ 0.88690	
		Gallon Drums 15	2,600	\$ 2,970.00 \$ 1.10	\$ 3,888.00 \$ 1.440	\$ 3,240	0.00 300								\$ 3,321.00 \$ 2.180					\$ 2,394.63	+
		Canon Brains 13	2,000	\$ 2,860.00	\$ 3,744.00	\$ 3,380									\$ 5,668.00					\$ 0.88690 \$ 2,305.94	
13 P	olymer Liquid	Pounds	10,000							\$ 1. \$ 12,100.											\$ 1.65 \$ 16,500.00
14 L	iquid Chlorine (CL ₂) (Bid 2 of 2)	Pounds	24,000	\$ 0.500		\$ 0.3	700			φ 12,100.	.00				\$ 0.4050						\$ 10,500.00
			·	\$ 12,000.00		\$ 8,880	0.00								\$ 9,720.00						
15 P	owdered Activated Carbon (PAC) (Bid 3 of 3)	Tons	8	\$ 1,628.00 \$ 13,024.00	\$ 2,300.00 \$ 18,400.00			\$ \$	0.83 \$ 1,820 13,280.00 \$ 14,560	00			\$ 1,670.00 \$ 13,360.00				\$ 1,565.000 \$ 12,520.00				
16 S	odium Hydroxide Liquid (NaOH) (Bid 2 of 2)	Gallons	12,000	\$ 1.08	\$ 0.85	\$ 0.9		Ψ	13,230.00 \$ 14,000				Ψ 15,500.00	\$ 0.8018	\$ 0.861		Ψ 12,020.00				
		Collons	40,000	\$ 12,960.00	\$ 10,200.00	\$ 10,800	0.00					5.44		\$ 9,621.60	\$ 10,333.20			100.000			
17 P	luminum Chlorhydrate Polymer Blend - Liquid (Al₂(OH)₅CI)	Gallons	16,000			0.450						\$ 5.11 \$ 81,760.00					\$	488.000			
18 F	ydrofluosilicic Acid (H ₂ SiF ₆) (Bid 3 of 3)	Gallons	4,000	\$ 2.60	\$ 2.800							Ψ 01,700.00				\$ 2.34	·	\$	722.00	\$ 2.08	
			4.000	\$ 10,400.00												\$ 9,360.00				\$ 8,320.00	
19 L	quid Sodium Permanganate (NaMnO₄) (Bid 2 of 2)	Gallons	4,000	\$ 6.74 \$ 26,960.00	\$ 8.290 \$ 33,160.00						\$ 6.620 \$ 26,480.00		\$ 7.45 \$ 29,800.00								
20 C	hlorine (CL2)	Pounds	24,000	20,000.00		\$ 0.4° \$ 9,900	125				20,400.00		20,000.00								
				¢ 2.000	\$ 2,0000																
21 L	quid Caustic Soda - 50% NaOH	Gallons	4,000	\$ 2.000 \$ 8,000.00	\$ 2.0900 \$ 8,360.00	\$ 9,200	2.30											<u> </u>			
22 F	ydrofluosilicic Acid - 25%	Pounds	18,000	\$ 0.265	\$ 0.290																
23	olyaluminum Chloride Solution	Pounds	250,000	\$ 4,770.00	\$ 5,220.00		\$ 0.232					\$ 0.315					•	0.175			
							\$ 58,000.00					\$ 78,750.00					\$	43,750.00			
24 L	quid Ferrous Chloride	Gallons	40,000				\$ 0.542 \$	0.54													
25 0	larifloc CE-1593 Polymer	Totes	10				\$ 21,680.00 \$	21,600.00		\$ 2,783.0	00										\$ 3.549.50
										\$ 27,830.	00										\$ 3,549.50 \$ 35,495.00
26	odium Hypochlorite (NaOCI)	Totes	17 (300 Gallon) Totes	\$ 1.09 \$ 5,559.00		\$ 1 \$ 5,610	.10								\$ 1.16 \$ 5,916.00					\$ 0.88690 \$ 4,523.19	
27 S	odium Bisulfite Solution	Totes	15 (300 Gallon) Totes	\$ 1.69	\$ 1.770	\$ 5,610	.75								\$ 5,916.00					ψ 4 ,5∠3.19	
			4500	\$ 7,605.00	\$ 7,965.00	\$ 7,875	5.00								\$ 7,740.00						
											I	l		l							1

Chemicals for Calendar Year 2021 City of Sandusky

Contract	Chemical	Unit	Quantity	Bonded Chemicals Inc. Columbus, OH	SAL Chemical Weirton, WV	Applied Specialties Avon Lake, OH	JCI Jones Barberton, OH	Kemira Water Solutions, Inc Lawrence, KS	Carbon Activated Corp. Compton, CA	SNF Polydyne Inc. Riceboro, GA	Shannon Chemical Exton, PA	Chemtrade Chemicals Parisppany, NJ	Chemrite Inc. Buford, GA	Univar USA Inc Cincinnati, OH	Brenntag Mid-South Hebron, OH	PVS Nolwood Chemicals Inc. Detroit, MI	Thatcher Company of New Yor Inc. Salt Lake City, UT	Pencco, Inc. San Felipe, TX	Alexander Chemical Corporation, A Carus Company Peru, IL	
1	Liquid Sodium Permanganate (NaMnO ₄) (Bid 1 of 2)	Gallons	12,000	\$ 6.660							\$ 6.570		\$ 6.58				\$ 6.416			
				\$ 79,920.00							\$ 78,840.00		\$ 78,960.00				\$ 76,992.00			
2	Hydrofluosilicic Acid (H ₂ SiF ₆) (Bid 1 of 3)	Gallons	17,000	\$ 2.160												\$ 1.930	0	\$ 508.00	2.080)
				\$ 36,720.00												\$ 32,810.00	0		\$ 35,360.00	<i>y</i>
3	Sodium Hydroxide Liquid (NaOH) (Bid 1 of 3)	Gallons	50,000	\$ 1.620	-		\$ 1.53							\$ 1.4425						
				\$ 81,000.00	\$ 97,000.00		\$ 76,500.00							\$ 72,125.00	\$ 79,850.00					
4	Sodium Hypochlorite (NaOCI) (Bid 1 of 2)	Gallons	90,000	\$ 0.678											\$ 1.140				\$ 0.88690	
				\$ 61,020.00	\$ 82,350.00)									\$ 102,600.00				\$ 79,821.00	/
5	Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃)	Gallons	101,250			\$ 0.259						\$ 578.000								
		Wet Tons	550									\$ 317,900.0								
6	Powdered Activated Carbon (PAC) (Bid 1 of 3)	Pounds	123,000	\$ 0.7800					\$ 0.83				\$ 0.88							
				\$ 95,940.0					\$ 102,090.00				\$ 108,240.00							
7	Ferrous Chloride Solution (FeC12) (Bid 1 of 3)	Pounds	350,000					\$ 0.792												
								\$ 277,200.00												
8	Polymer - Liquid (Bid 1 of 2)	Pounds	60,000							\$ 1.210										\$ 1.550
										\$ 72,600.00										\$ 93,000.00

Chemicals for Calendar Year 2021 Erie County

Contract	Chemical	Unit	Quantity		. Chemical irton, WV	Applied Specialties Avon Lake, OH	JCI Jones Barberton, OH	Kemira Water Solutions, Inc Lawrence, KS	SNF Polydyne Inc. Riceboro, GA	Brenntag Mid-South Hebron, OH		Alexander Chemical Corporation, A Carus Company Peru, IL	Tidewate	ter Products deo, OH
9	Ferrous Chloride Solution (FeC12) (Bid 3 of 3)	Gallons	25,000					\$ 0.996						
								\$ 24,900.00						
10	Sodium Aluminate - Liquid	Gallons	16,000			\$ 0.209					\$ 2.5945			
											\$ 41,512.00			
11	Sodium Bisulfate Solution (Reducite)	Gallon Totes	7,000	\$ 1.720 \$	2.390		\$ 1.850			\$ 1.720				
				\$ 12,040.00 \$	16,730.00		\$ 12,950.00			\$ 12,040.00				
		Gallon 15T Drum	900				\$ 2.000			\$ 2.690				
							\$ 1,800.00			\$ 2,421.00				
12	Sodium Hypochlorite (NaOCI) (Bid 2 of 2)	Gallon Totes	15,000	\$ 1.10 \$	1.410		\$ 1.100			\$ 1.160		\$ 0.88690		
				\$ 16,500.00 \$	21,150.00		\$ 16,500.00			\$ 17,400.00		\$ 13,303.50		
		Gallon Drums 50	2,700	\$ 1.10 \$	1.440		\$ 1.200			\$ 1.230		\$ 0.88690		
				\$ 2,970.00 \$	3,888.00		\$ 3,240.00			\$ 3,321.00		\$ 2,394.63		
		Gallon Drums 15	2,600	\$ 1.10 \$	1.440		\$ 1.300			\$ 2.180		\$ 0.88690		
				\$ 2,860.00 \$	3,744.00		\$ 3,380.00			\$ 5,668.00		\$ 2,305.94		
13	Polymer Liquid	Pounds	10,000						\$ 1.21				\$	1.65
									\$ 12,100.00				\$	16,500.00

Chemicals for Calendar Year 2021 City of Huron

Contract	Chemical	Unit	Quantity	Chemicals Inc. mbus, OH	SAL Chemical Weirton, WV	Applied Specialties Avon Lake, OH	JCI Jones Barberton, OH	Carbon Activated Corp. Compton, CA	Calgon Carbon Moon Twp, PA	Shannon Chemical Exton, PA	Chemtrade Chemicals Parisppany, NJ	Chemrite Inc. Buford, GA	Univar USA Inc Cincinnati, OH	Brenntag Mid-South Hebron, OH	PVS Nolwood Chemicals Inc. Detroit, MI	Thatcher Company of New Yor Inc. Salt Lake City, UT	USALCO, LLC Baltimore, MD	Pencco, Inc. San Felipe, TX	Alexander Chemical Corporation, A Carus Company Peru, IL
	Liquid Chlorine (CL ₂) (Bid 2 of 2)	Pounds	24,000	\$ 0.500			\$ 0.3700		•					\$ 0.4050	·			•	
	, , ,			\$ 12,000.00			\$ 8,880.00							\$ 9,720.00					
15	Powdered Activated Carbon (PAC) (Bid 3 of 3)	Tons	8	\$ 1,628.00	2,300.00			\$ 0.83	\$ 1,820.00			\$ 1,670.00				\$ 1,565.000			
				\$ 13,024.00	18,400.00			\$ 13,280.00	\$ 14,560.00			\$ 13,360.00				\$ 12,520.00			
16	Sodium Hydroxide Liquid (NaOH) (Bid 2 of 2)	Gallons	12,000	\$ 1.08	0.85		\$ 0.900						\$ 0.8018 \$ 9,621.60	\$ 0.861					
				\$ 12,960.00	10,200.00		\$ 10,800.00						\$ 9,621.60	10,333.20					
17	Aluminum Chlorhydrate Polymer Blend - Liquid (Al₂(OH)₅CI)	Gallons	16,000			\$ 0.450					\$ 5.11						\$ 488.000		
											\$ 81,760.00								
18	Hydrofluosilicic Acid (H₂SiF ₆) (Bid 3 of 3)	Gallons	4,000	\$ 2.60	2.800										\$ 2.3			\$ 722.00	
				\$ 10,400.00	11,200.00										\$ 9,360.0	0			\$ 8,320.00
19	Liquid Sodium Permanganate (NaMnO ₄) (Bid 2 of 2)	Gallons	4,000	\$ 6.74	8.290					\$ 6.620		\$ 7.45							
				\$ 26,960.00	33,160.00					\$ 26,480.00		\$ 29,800.00							

Chemicals for Calendar Year 2021 City of Vermilion

Contract	Chemical	Unit	Quantity	Bonded Chemicals Inc. Columbus, OH	SAL Chemical Weirton, WV	JCI Jones Barberton, OH	Kemira Water Solutions, Inc Lawrence, KS	PVS Technologies, Inc. Detroit, MI	, SNF Polydyne Inc. Riceboro, GA	Chemtrade Chemicals Parisppany, NJ	Brenntag Mid-South Hebron, OH	USALCO, LLC Baltimore, MD	Alexander Chemical Corporation, A Carus Company Peru, IL	
20	Chlorine (CL2)	Pounds	24,000			\$ 0.4125								
						\$ 9,900.00								
21	Liquid Caustic Soda - 50% NaOH	Gallons	4,000	\$ 2.000										
				\$ 8,000.00	· ·									
22	Hydrofluosilicic Acid - 25%	Pounds	18,000	\$ 0.265										
				\$ 4,770.00	\$ 5,220.00									
23	Polyaluminum Chloride Solution	Pounds	250,000				\$ 0.232			\$ 0.315		\$ 0.175		
							\$ 58,000.00			\$ 78,750.00		\$ 43,750.00		
24	Liquid Ferrous Chloride	Gallons	40,000				\$ 0.542							
							\$ 21,680.00	\$ 21,600.00						
25	Clarifloc CE-1593 Polymer	Totes	10						\$ 2,783.000					\$ 3,549.50
									\$ 27,830.00					\$ 35,495.00
26	Sodium Hypochlorite (NaOCI)	Totes	17 (300 Gallon) Totes	\$ 1.09	\$ 1.130	\$ 1.10					\$ 1.16		\$ 0.88690	
			5100 ´	\$ 5,559.00							\$ 5,916.00		\$ 4,523.19	
27	Sodium Bisulfite Solution	Totes	15 (300 Gallon) Totes	\$ 1.69	\$ 1.770	\$ 1.75					\$ 1.720			
			4500 ´	\$ 7,605.00	\$ 7,965.00	\$ 7,875.00					\$ 7,740.00			

RESOLUTION NO. 2019-70

Introduced by: Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS TO SHANNON CHEMICAL CORPORATION IN AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND FOUR HUNDRED EIGHTY AND 00/100 DOLLARS (\$26,480.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City of Sandusky having advertised for bids on behalf of the City of Huron and other entities, has provided a final bid tabulation indicating the lowest and best bid for each chemical and that based on that tabulation, the City Manager is authorized and directed to award the bid and expenditure of funds for the purchase of 4,000 gallons of Sodium Permanganate to Shannon Chemical Corporation in an amount not to exceed Twenty-Six Thousand Four Hundred Eighty and 00/100 dollars (\$26,480.00), bid in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

		Sam Artino, Mayor	
ATTEST:	Clerk of Council	_	
ADOPTED:		_	

BIDDER'S NAME:	Shannon Chemical Corporation
Authorized Signature:	Ву:
Print Name of Authorized Signatory:	Daniel C. Flynn
Title:	V.POperations
Participant Name (If different from Bidder):	
Company Name:	Shannon Chemical Corporation
Mailing Address:	P.O. Box 376
	Malvern, PA 19355
Telephone Number:	610-363-9090
Facsimile Number:	610-524-6050
E-Mail Address:	dcflynn@shannonchem.com
Where Incorporated:	Pennsylvania
Federal Tax Identification Number:	23-1856793
Contact Person for Contract processing:	Daniel C. Flynn
ADDITIONAL SIGNAT	TURE FOR JOINT VENTURE
Authorized Signature:	By:
Print Name of Authorized Signature:	
Title:	
Participant Name:	
Mailing Address:	
Telephone Number:	
Facsimile Number:	

E-Mail Address:	
Where Incorporated:	
Federal Tax Identification Number:	
Contact Person for Contract processing:	

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

Ľ	014 841	NOITGIGOSE INCINCINCINCINCINCINCINCINCINCINCINCINCI	VIIIANIIO	UNIT PRICE	TOTAL COST
=1	I EM NO.	CHEMICAL DESCRIPTION			
all to the	1	Liquid Sodium Permanganate (NaMnO ₄)	12,000 Gallons More or Less	\$ 6.57/gallon	\$ 78,840.00
	2	Hydrofluosilicic Acid (H ₂ SiF ₆)	17,000 Gallons More or Less	\$	\$ No Bid
	m	Sodium Hydroxide Liquid (NaOH)	50,000 Gallons More or Less	\$	\$ No Bid
	4	Sodium Hypochlorite (NaOCI)	90,000 Gallons More or Less	\$	\$ No Bid
S A	ın	Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃)	101,250 Gallons More or Less/ 550 Wet Tons	\$	\$ No Bid
ZO	9	Powdered Activated Carbon (PAC)	123,000 Pounds More or Less	\$	\$ No Bid
		Ferrous Chloride Solution (FeC12)	350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe	\$	\$ No Bid
× >	. ∞	Polymer - Liquid	60,000 Pounds More or Less	\$	\$ No Bid
	6	Ferrous Chloride Solution (FeC12)	25,000 Gallons More or Less	\$	\$ No Bid
шк	10	Sodium Aluminate - Liquid	16,000 Gallons More or Less in bulk loads and/or 300 gallon totes	₩.	\$ No Bid
— ш (7,000 Gallons in 300 Gallon Totes 900 Gallons in 15 Gallon Drums More or	v	s No Bid
00	11	Sodium Bisume Solution (negative)	15,000 Gallons in 300 Gallon Totes		
DZ			2,700 Gallons in 50 Gallon Drums 2,600 Gallons in 15 Gallon Drums		
⊢ >	12	Sodium Hypochlorite (NaOCI)	More or Less	\$	\$ No Bid
-	13	Polymer - Liauid	10,000 Pounds more or less in 2,300 Pound Totes	\$	\$ No Bid
	7	Liquid Chlorine (CL.)	24,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cyclinder, if	٠	\$ No Bid
	15	Powdered Activated Carbon (PAC)	8 Tons More or Less	\$	\$ No Bid
	-	,			

CITY-BF-2

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

ı					*
	16	Sodium Hydroxide Liquid (NaOH)	12,000 Gallons More or Less	\$	\$ No Bid
I	17	Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl)	16,000 Gallons More or less	\$	\$ No Bid
- D &	18	Hydrofluosilicic Acid (H ₂ SiF ₆)	4,000 Gallons More or Less	\$	\$ No Bid
0 z	19	Liquid Sodium Permanganate (NaMnO ₄)	4,000 Gallons More or Less	\$ 6.62/gallon	\$ 26,480.00*
	20	Chlorine (CL2)	24,000 Pounds More or Less	\$	\$ No Bid
	21	Liquid Caustic Soda - 50% NaOH	4,000 Gallons More or Less.	\$	\$ No Bid
	22	Hydrofluosilicic Acid - 25%	18,000 Pounds More or Less	\$	\$ No Bid
	23	Polyaluminum Chloride Solution	250,000 Pounds More or Less	\$	\$ No Bid
> ш (24	Liquid Ferrous Chloride	40,000 Gallons More or Less	\$	\$ No Bid
¥ ≥ -	25	Clarifloc CE-1593 Polymer	10 (275 galllon) Totes More or Less	₩.	\$ No Bid
	26	Sodium Hypochlorite (NaOCI)	17 (300 gallon) Totes More or Less	\$	\$ No Bid
OZ	7.7	Sodium Bisulfite Solution	15 (300 gallon) Totes More or Less	\$	\$ No Bid
				Total Amount of Bid:	\$ 105,320.00
•		Bidder Name: Shannon Chemical Corpor	ation		8
		Bidder Address: P.O. Box 376, Malvern,	PA 19355 / / //		
		Telephone Number: 610–363–9090			

*1,800 Gallon Shipments Do not leave any boxes blank. If not bidding an item, state in cost box. See specifications for exact details

dcflynn@shannonchem.com

Email Address:

Fax Number: 610-524-6050

Date: 10/06/20

Updated 9/22/2020

CITY-BF-3

CERTIFICATION DRUG-FREE WORKPLACE

The applicant certifies it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the grantee's policy of maintaining a drug-free workplace;
 - 3. any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a;
- d. Notifying the employee in the statement required by paragraph a., as a condition of employment under the grant, the employee will;
 - 1. abide by the terms of the statement; and
 - 2. notify the employer of any criminal drug statute conviction for the violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying HUD within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
 - 1. taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f) above.

Shannon Chemical	Corporation		
Daniel C. Flynn,	V.POperations	10/06/20	
Name, Title	1)(2)-	Date	
Business Name	')()/		



Specializing in LEAD and COPPER Corrosion Control

PROJECT NAME: Chemicals 2021

	CONTRACT NO.:
	PERSONAL PROPERTY TAX CERTIFICATION REQUIRED BY OHIO REVISED CODE SECTION 5719.042
FINANCE DIRECTOR CITY OF SANDUSKY	
Shannon Chemical Corporation BIDDER'S NAME	
STATE OFPennsylvania	
COUNTY OF SS:	
THE UNDERSIGNED HEREBY CERTIFIES TO AWARD IS BEING CONSIDERED WAS NOT PERSONAL PROPERTY TAX ON THE GENEROR ANY COUNTY IN THE STATE OF OHIOF OR THE ABOVE-REFERENCED CONTRACT	OT CHARGED WITH ANY DELINQUENT RAL TAX LIST OF PERSONAL PROPERTY AT THE TIME THE BID WAS SUBMITTED
	NAME: (SIGNATURE)
	NAME: Daniel C. Flynn (PRINTED)
	TITLE: V.POperations
STATE OF Pennsylvania COUNTY OF Chester SS:	
SWORN TO BEFORE ME AND SUBSCOOF, 20	CRIBED IN MY PRESENCE THIS 6th DAY
Commonwealth of Pennsylvania - Notary Seal KIMBERLY D'AMBROSIO - Notary Public Chester County My Commission Expires Apr 7, 2023 Commission Number 1260997	Kimbery OAWXO8U NOTARY PUBLIC



Specializing in LEAD and COPPER Corrosion Control

2021

City of Sandusky Bidder's Affidavit

Bidder'	s Affidavit	
		PROJECT NAME Chemicals for Calendar Year CONTRACT:
		ETHICS CERTIFICATION PURSUANT TO OHIO REVISED CODE SECTIONS 9.24, 102.03, 102.04, 2921.42 AND 3517.13
DIRECTOR O	OF ENGINEERING SERVIONDUSKY	CES
Shannon Ch	nemical Corporation	
BIDD	ER'S NAME	
STATE OF	Pennsylvania	
COUNTY OF	Ch t	
The ur	ndersigned being duly sworn	, deposes and states as follows:
1. Bidder.	The undersigned is duly au	thorized to make the statements herein on behalf of the
2. Auditor of Sta		recovery has been issued against the Bidder by the
, x		of the City of Sandusky is officer, director, trustee, the Bidder (each, a "Related Person"), or is a business Bidder or a Related Person.
4.		of the City of Sandusky is an officer, director, trustee, ich, a "Related Person") of the Bidder, or is a business
		Bidder or Related Person, but
	a the subject of the Co	ontract is necessary supplies or services for the City of
{02436332.DOC;2}	CIT	TY-BA-1



		Candualry	Specializing in LEAD and COPPER Corrosion Control
	b.	Sandusky:	services are unobtainable elsewhere for the same or lower
	υ.		na furnished to the City of Sandusky as part of a continuing
			ng established prior to the Related Person becoming a City
		official or empl	
	c.		ccorded the City of Sandusky is either preferential to or the
			corded other customers of the Ridder in similar
		transactions;	
	d.	the entire transc	action resulting in the Contract has been conducted at arms-
		length, with full	I knowledge by the City of the interest of the Kelated
		XX	rihed in Exhibit A attached hereto; and
	e.	the Related Per	son has taken no part in the deliberations or decision of the
		City with respec	et to the Centract.
5.	The B	idder is a/an (sele	ect one):
□ Individ	dual n	artnershin or (other unincorporated business association (including a
a marvic			on organized under Ohio Revised Code Chapter 1785),
	~	or trust.	m organized and revised ever empty.
☑ Corpo			sting under the laws of the State of Pennsylvania
☐ Labor			
organizations) compliance w ORC, as appl felony of the	Section or Section or Section the icable.	3517.13(I)(3), ection 3517.13(J political contribution I understand the egree pursuant to	y affirms that the Bidder and each of the individuals ORC, (with respect to non-corporate entities and labor J)(3), ORC, (with respect to corporations) are in full utions limitations set forth in Sections 3517.13(I) and (J), that a false representation on this certification constitutes a sections 3517.13(AA) and 3517.992(R)(3), ORC. Any dication shall be rescinded.
			NAME: /)()/
			(SIGNATURE)
Commonwealth of P KIMBERLY D'AMB	ennsylvania ROSIO - Not	- Notary Seal	
Ches	ter County		NAME: Daniel C. Flynn
My Commission Commission	Expires Apr Number 12	7, 2023 60997	(PRINTED)
			TITLE: V.POperations
STATE OF _	Penns	ylvania	
COUNTY OF	Ch	ester	SS:
Sworn to hefo	re me a	nd subscribed in	my presence this 6 day of October , 20 20.
277011110 0010	io ino a	and bucholitoed in	My presence and an or and a second as the se
			VI 100 D 111 4 () H00 0 1 1 2 1

CITY OF SANDUSKY BIDDER'S AFFIDAVIT EXHIBIT A

Project Name:	Not	Applicable	
Contract:			
Bidder's Name:			
Related official/p	public	employee:	
Name:			
Title/Pos	ition:		
Relation	to Bid	der:	

Specializing in LEAD and COPPER Corrosion Control

CITY OF SANDUSKY BIDDER'S AFFIDAVIT #2

	CONTRACT NAME:	Chemicals 2021
	LOBBYING AND CA FINANCING CERTIF	- 100 m in 1
DIRECTOR OF ENGINEERING SERVICES CITY OF SANDUSKY		
Shannon Chemical Corporation BIDDER'S NAME		
STATE OF Pennsylvania		
COUNTY OF SS:		
The undersigned hereby certifies as follows:		
1. The Bidder is and will remain in compliand 121.60 <i>et seq</i> . of the Ohio Revised Code relating		ats of Sections 101.70
2. The Bidder is and will remain in complict Code, Campaign Financing, including that all apprespect to non-corporate entities and labor organization in full compliance with divisions (I)(1) and (J)(1)	olicable parties listed in ations) or (J)(3) (with res	division (I)(3) (with spect to corporations)
	NAME: (SIGNA)	//
	NAME: Daniel C. (PRINTE	
	TITLE: V.POpera	



Specializing in **LEAD** and **COPPER** Corrosion Control

STATE OF P	ennsylvania			
COUNTY OF _	Chester	_ SS:		
SWORN DAY OF	TO BEFORE ME A October	AND SUBSCI, 20	RIBED IN MY PRESENCE THIS _	6th
	Commonwealth of Pennsy	Ivania - Notary Seal) - Notary Public	Minibury O'Ambi	Ma

Commonwealth of Pennsylvania - Notary Sea KIMBERLY D'AMBROSIO - Notary Public Chester County My Commission Expires Apr 7, 2023 Commission Number 1260997

CITY OF SANDUSKY NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania } ss:					
COUNTY OF Chester } ss:					
The undersigned hereby certifies as follows:					
(1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on 10/06/20 in accordance with the Contract Documents dated 10/06/20 (the "Bid") has been prepared by the Bidder without collusion or fraud with any Person.					
(2) The Bid is not made in the interest of or on behalf of any undisclosed Person.					
(3) The Base Bid, any Unit Price and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Price or Alternate with any other Bidder.					
(4) Unless otherwise required by law, the Base Bid, any Unit Price and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Price or Alternate bid.					
(5) No attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition.					
Date: October 6 ,20 20	Shannon Chemical Corporation				
	(Name of Bidder)				
	By: Daniel C. Flynn Signature of person authorized to bind				
	Signature of person authorized to bind the Bidder				
(%)					

STATE OF Pennsylvania
COUNTY OF
SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 6 DAY OFOctober, 20_20 .
(seal)
Notary Public Notary Public

Commonwealth of Pennsylvania - Notary Seal KIMBERLY D'AMBROSIO - Notary Public Chester County My Commission Expires Apr 7, 2023 Commission Number 1260997

		•
		* :

CITY OF SANDUSKY BID GUARANTY AND CONTRACT BOND

(Section 153.571, Ohio Revised Code)

Shannon Chemical Corporation, PO Box 376, Malvern PA 19355

(Name and Address)

Harco National Insurance Company

as Principal, and

(Name of Surety)

as Surety, are hereby held and firmly bound unto the City of Sandusky, Ohio, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on October 13

, 2020, to undertake the Project known as:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including the bid, Plans, Specifications and details; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest and best Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest and best Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation

shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after written notice of intent to award the Contract executes the Contract Form in accordance with the Contract Documents, including the bid, Plans, Specifications and details, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including the Plans, Specifications and details therefor; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including the Plans and Specifications therefor shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including the Plans and Specifications.

SIGNED This 13th day of October	, 20 <mark>20</mark> .
PRINCIPAL: Shannon Chemical Corporation	
BY: De77- DAMIEL C.	Rynn
TITLE: V.P. OPERATIONS	
SURETY: Harco National Insurance Company	SURETY ADDRESS:
	One Newark Center
٨	Street
BY:	Newark , NJ 07102-5207
Attorney-in-Fact	City State Zip
Morgan S. Ellis, Attorney-in-Fact	610-205-5202
	Telephone Number
	SURETY AGENT'S ADDRESS:
	Engle-Hambright & Davies, Inc.
	Agency Name
	1857 William Penn Way
	Street
	Lancaster, PA 17601
	City State Zip
	717-394-5681
	Telephone Number

BB

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and

SARAH E. JORDAN, MATTHEW J. SWANICK, JESSICA A WEIDENHAMMER, MORGAN S. ELLIS, BENJAMIN R. PINKERTON, VALERIE A. SASSAMAN, JON K. MILES, ASTRA M. MARX, ROBERT J. MILLER

Lancaster, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings. recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS

County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

, before me came the individual who executed the preceding instrument, to me personally known, and, On this 31st day of December, 2018 being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

> Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 13, 2020



Shannon Chemical Corporation

Specializing in LEAD and COPPER Corrosion Control

Corporate Resolution

At the meeting of directors of **SHANNON CHEMICAL CORPORATION**, duly noticed and held on September 24, 2020 a quorum being there present, on motion duly made and seconded. It was:

Resolved that Daniel C. Flynn, be and is hereby appointed, constituted and designated as agent and Attorney-in-Fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations; bidding, concerns and transaction, including but not limited to the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract. This corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and Attorney-in-Fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the board of directors of said corporation, and the same has not been revoked or rescinded.

Karl Spivak, Secretary

10/06/20

Date

Seal:



Specializing in **LEAD** and **COPPER** Corrosion Control

Sodium Permanganate SE-2355-20

Affidavit of Compliance

SHANNON CHEMICAL CORPORATION certifies that SE-2355-20 complies in all aspects to the bid specifications for the City of Sandusky, OH and all participating public entities..

SHANNON CHEMICAL CORPORATION certifies that SE-2355-20, is ANSI/NSF Certified to Standard 60. All raw materials used in the formulation of SE-2355-20 meet or exceed the specifications for additives to potable drinking water as stated in the <u>Water Chemical Codex</u> and the <u>Water Chemical Codex</u>; Supplementary Recommendations for Direct Additives.

SE-2355-20 has the following chemical and physical characteristics:

Formula: NaMnO₄

Color: Deep Purple Solution

Specific Gravity: 1.17 ± 0.01

Density: $9.7\#/\text{gallon} \pm 0.1$

Concentration(Assay): $20.5\% \pm 1$

Solubility: Complete

pH: 5.0 - 8.0

Freezing Point: 6°C (21°F)

NSF Max Use: 176 mg/L

Daniel C. Flynn

Vice President-Operations

SHANNON CHEMICAL CORPORATION



Shannon Chemical Corporation

Specializing in LEAD and COPPER Corrosion Control

LETTER OF CERTIFICATION

SE-2355-20 Sodium Permanganate

SE-2355-20 is a 20% liquid sodium permanganate solution with the following chemical and physical specifications:

Formula:

Color:

Specific Gravity:

Density:

Concentration(Assay):

Solubility:

pH:

Freezing Point:

NSF Max Use:

NaMnO₄

Deep Purple Solution

 1.17 ± 0.01

 $9.7 \#/\text{gallon} \pm 0.1$

20.5% ± 1

Complete

5.0 - 8.0

-6°C (21°F)

176 mg/L

General:

Shannon Chemical Corporation's liquid permanganates are widely used in potable drinking water as an effective oxidant. Other uses include taste and odor control, reduction of common metals (Fe and Mn), radium reduction and color reduction. Some utilities use sodium permanganate for H_2S control as well as preoxidant for HAA and THM control and reduction.

SE-2355-20 is available in 30 and 55 gallon drums, 275 gallon returnable totes and 4000 gallon bulk deliveries.

SE-2355-20 is certified to ANSI/NSF Standard 60. SE-2355-20 is equivalent and a replacement for Carusol 20 sodium permanganate.

Daniel C. Flynn

Vice President-Operations

SHANNON CHEMICAL CORPORATION



Safety Data Sheet

SECTION 1: IDENTIFICATION OF THE PRODUCT AND COMPANY

1.1 Product Identifier

Product Name: SE-2355-20

Trade Name: SE-2355-20

Synonyms: Sodium Permanganate Solution

CAS Number 10101-50-5

SDS Number/Grade 0072

1.2 Use of Substance/Mixture

Recommended use: Oxidizer

1.3 Company Identification

Name Shannon Chemical Corporation

Address P.O. Box 376

Malvern, PA 19355

1.4 Contact Information

Information #: (610) 363-9090 Chem Tel #: (800) 255-3924 Emergency #: (800) 860-9090

SECTION 2: HAZARDS IDENTIFICATION

2.1 Emergency Overview

- SE-2355-20 is an odorless, dark purple liquid.
- The primary routes of exposure for SE-2355-20 are through inhalation, ingestion, skin absorption, and skin or eye contact.

HMIS Rating: Health-3 Fire-1 Reactivity-1

0-Minimal; 1-Slight Hazard; 2-Moderate Hazard; 3-Serious Hazard; 4-Severe Hazard

DANGER! Extremely powerful oxidizer. Will react violently with oxidizable materials.

2.2 Potential Health Effects

Inhalation:

• Acute inhalation toxicity data are not available. However, airborne

concentrations of sodium permanganate in the form of mist may cause

irritation to the respiratory tract.

Contact with Eyes: • SE-2355-20 is damaging to eye tissue on contact. It may cause burns that

result in damage to the eye.

Contact with Skin:

• Momentary contact of solution at room temperature may be irritating to

the skin, leaving brown stains. Prolonged contact is damaging to the skin.

Ingestion • SE-2355-20 if swallowed, may cause burns to mucous membranes of the

mouth, throat, esophagus, and stomach.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Sodium Permanganate Component

96 • 19.5 – 21.5

CAS-No. • 10101-50-5

Hazard Data • PEL/C 5.0mg/m³

• TLV-TWA 0.20mg/m^3

UN# • 3214

Hazard Symbols









SECTION 4: FIRST AID MEASURES

4.1 Eye Exposure• Flush eyes immediately with water while holding eyelids apart and open

for 15 minutes. Seek prompt medical attention.

4.2 Skin Exposure • Wash contaminated area with soap and water. Seek medical attention if a

rash appears or irritation is severe. Note: clothing must be rinsed with water immediately. Sodium Permanganate solution may react and ignite certain fabrics and textiles. Thoroughly wash all contaminated clothing

• Use caution and do not breathe mist or vapors. If exposed move to open

fresh air. If breathing is difficult or stopped, administer oxygen,

resuscitate, and call 911.

4.4 Ingestion

• Seek prompt medical attention. If an individual swallows product give copious amounts of water. NEVER give anything by mouth to an unconscious person.

SECTION 5: FIREFIGHTING MEASURES

5.1 Extinguishing Media

Suitable Extinguishing Media

• Use large quantities of water.

Unsuitable Extinguishing Media

• Do not use foam, day chemicals, carbon dioxide or halon.

5.2 Special Hazards

Unusual Fire and Explosion Hazards

• Extremely strong oxidizing agent. Keep away from heat. Do not allow contact with acids, peroxides, combustible materials, organics or any metals. May ignite wood and/or cloth

Special Fire Fighting Procedures

• Apply excess water to any fire. Wear self-contained breathing apparatus.

Flash Point

None

NFPA Rating:

Health- 3

Fire- 1

Reactivity- 1

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment & Emergency Procedures

Personal Precaution

• Use proper personal protection equipment at all times when handling **SE-2355-20**. Remove all ignition sources in areas close to product.

Environmental Precaution

• Do not allow product to enter sewer system, drains, surface water, or well water. Notify proper state agencies immediately.

6.2 Methods and Material for Containment and Cleaning Up

Containment/Clean-up

• Immediately try to contain or dike effected area. Use diatomaceous earth or cover floor with dry absorbent product. DO NOT USE SAW DUST or other incompatible materials.

Dilute solution to 5% with water. Reduce with a thiosulfate, bisulfite, or iron salt. Neutralize solution using soda ash. Filter and decant solution. Deposit sludge in approved landfill and according to all Federal State and local regulations.

Note: Do not use paper towels or any paper products to clean up spill. This may start a fire.

SECTION 7: HANDLING AND STORAGE

7.1 Precautions for Safe Handling

Handling

• Always wash hands with soap and water after handling. Provide proper ventilation. Do not eat, drink or smoke near **SE-2355-20**.

7.2 Conditions for Safe Storage, Including Any Incompatibilities

Storage

• Do not store near combustible products. All containers need to be properly sealed. Keep away from sunlight and heat. Store in accordance with NFPA 430 requirements for a Class II oxidizer.

Ventilation

• Allow sufficient ventilation (natural or mechanical) to maintain exposure below TLV/TWA.

SECTION 8: EXPOSURE CONTROL/PERSONAL PROTECTION

8.1 Personal Protections

Respiratory Protection

• If the potential to exposure of mists or vapor exists always use an

approved N105H-MSHA mist respirator.

Hand Protection

• Wear protective rubber or plastic gloves.

Eye Protection

• Wear protective eye protection. i.e. face shield, goggles, safety glasses.

Other Protection

• Wear chemical protective apron if the potential for splashing exists. Remove clothing immediately if contaminated. Spontaneous ignition of

clothing may occur.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 General Information

Appearance

• Dark, deep purple color

Odor

• None

9.2 Important Health Safety and Environmental Information

Density

• 9.7#/gallon ± 0.1

Specific Gravity

• 1.16 ± 0.03

Solubility

Complete

Boiling Point

• 101°C (214°F)

Freezing Point

• -6°C (21°F)

pН

• 5.0 - 8.0

Vapor Pressure

• 760mm Hg at 105°C

Percent Volatile

•80%

SECTION 10: STABILITY AND REACTIVITY

10.1 Chemical Stability

• SE-2355-20 is stable under normal ambient conditions of temperature and pressure.

10.2 Conditions to Avoid

• Heat, sunlight, acids, peroxides, metals, metal oxides, organics, any

oxidizable materials

10.3 Incompatible Materials

• None

10.4 Hazardous

Decomposition Products

• Avoid contact with HCL. Hydrochloric acid this may cause chlorine gas to be generated.

10.5 Hazardous Polymerization

• Will not occur

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Acute Toxicity

Irritating to skin and body tissues. There is no established acute toxicity for Sodium Permanganate. It is logical to assume acute toxicity will be very similar if not identical to that of potassium permanganate which is listed below.

Ingestion

• LD 50 oral rat: 780 mg/kg male (14 days); 525 mg/kg female (14 days).

• Harmful if swallowed. ALD: 10g. Ingestion may cause nausea, vomiting, sore throat, stomach-ache and eventually lead to a perforation of the

intestine. Liver and kidney injuries may occur.

Skin Contact

•LD 50 dermal: no data available Major effects of exposure: severe

irritation, brown staining of skin.

Inhalation

•LC 50 inhale. No data available. The product may be absorbed into the body by inhalation. Major effects of exposure: respiratory disorder, cough.

11.2 Chronic Toxicity

No data or known cases of chronic poisoning due to over exposure to permanganates.

11.3 Carcinogenicity

SE-2355-20 has not been classified as a carcinogen by ACGIH, NIOSH, OSHA, NTP, or IARC.

Section 12: Ecological Information

No aquatic toxicity is available for sodium permanganate. Toxicity is expected to be similar to that of potassium permanganate. The toxicity data for potassium permanganate is given below:

96Hr LC50	Rainbow trout	1.8mg/L
96Hr LC50	Bluegill sunfish	2.3mg/L
96Hr LC50	Mike fish (Chanos Chanos)	1.4mg/L
96Hr LC50	Carassius auratus	3.3 - 3,93 mg/L (static)
96Hr LC50	Cyprinus carpio	2.97 - 3.11 mg/L
96Hr LC50	Cyprinus carpio	3.16 - 3.77mg/L
96Hr LC50	Lepomis macrochirus	2.3mg/L (flow-through)
96Hr LC50	Lepomis macrochirus	1.8 – 5.6mg/L (static)
96Hr LC50	Lepomis macrochirus	2.7mg/L (static)
96Hr LC50	Oncorhynchus mykiss	1.08 - 1.38 mg/L

SECTION 13: DISPOSAL CONSIDERATIONS

• Sodium Permanganate is a D001 hazardous (ignitable) waste. Follow all Federal, State and Legal regulations for proper disposal.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name	• Permanganates, Inorganic, Aqueous solution, n.o.s. (contains sodium permanganate)
DOT Hazard Class	• Oxidizer
U.N. Identification	• 3214
Packaging Group	• II
Division	• 5.1

SECTION 15: REGULATORY INFORMATION

OSHA Status

• This product is hazardous under the criteria of the Federal OSHA Hazard

Communication Standard CFR 1910.1200.

TSCA Status:

• Listed in the TSCA inventory

SARA Extremely

Hazardous Substances:

• This product does not contain any chemicals subject to reporting

requirements.

SARA Hazard Categories

Acute

Y

• Chronic

Y

• Fire

Y

Y

• Pressure

CERCLA Reportable Quantity

•No DOT reportable quality.

RCRA Status:

•If discarded in this form (20% solution) the product is considered a D001

hazardous (ignitable) waste.

SECTION 16: OTHER INFORMATION

Preparation Date: 01/01/2014 Last Revision Date: 04/01/2020



OFFICIAL LISTING

NSF International Certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI Standard 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on August 1, 2018.

Shannon Chemical Corp. P.O. Box 376 Malvern, PA 19355 610-363-9090

Facility: Exton, PA

•		
Chemical/ Trade Designation	Function	Max Use
Blended Corrosion Inhibitor		
SHAN-NO-CORR Lead Free [ZN]	Corrosion & Scale Control 15	mg/L
SNC-4442	Corrosion & Scale Control 13	mg/L
	Sequestering	
SNC-Lead Free ^[ZN]	Corrosion & Scale Control 15	mg/L
SNC-N2	Corrosion & Scale Control 10	mg/L
SNC-NO LEAD [ZN]	Corrosion & Scale Control 15	mg/L
Blended Phosphates		
SLI-1226	Corrosion & Scale Control 27	mg/L
SLI-5215	Corrosion & Scale Control 28	mg/L
	Sequestering	
SLI-5225	Corrosion & Scale Control 26	mg/L
	Sequestering	
SLI-5230	Corrosion & Scale Control 28	mg/L
	Sequestering	
SLI-5240	Corrosion & Scale Control 28	mg/L
	Sequestering	
SLI-5250	Corrosion & Scale Control 28	mg/L
	Sequestering	
SLI-5260	Corrosion & Scale Control 28	mg/L
322 32 33	Sequestering	
SLI-5270	Corrosion & Scale Control 28	mg/L
	Sequestering	
SLI-5275	Corrosion & Scale Control 30	mg/L
	Sequestering	
SLI-5285	Corrosion & Scale Control 28	mg/L
521 5205	Sequestering	_
SLI-5370	Corrosion & Scale Control 28	mg/L
55.0	Sequestering	
SLI-5385	Corrosion & Scale Control 28	mg/L
	Sequestering	
SLI-7150	Corrosion & Scale Control 30	mg/L
SLI-7275	Corrosion & Scale Control 30	
OUT - 1213	Sequestering	
	4	

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.

1 of 5

SLI-7425	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7450	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7575	Corrosion & Scale Control	36	mg/L
•	Sequestering		
SLI-B	Corrosion & Scale Control	27	mg/L
SLI-DP	Corrosion & Scale Control	30	mg/L
SLI-HP	Corrosion & Scale Control	30	mg/L
	Sequestering		
SLI-K200	Corrosion & Scale Control	36	mg/L
	Sequestering		
SNC-1226	Corrosion & Scale Control	14	mg/L
SNC-5210	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5220	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5225	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5230	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5240	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5250	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5270	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5275	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5295	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5420	Corrosion & Scale Control	10	mg/L
SNC-5520	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-7220	Corrosion & Scale Control	12	mg/L
	Sequestering		
SNC-7435	Corrosion & Scale Control	10	mg/L
SNC-HW	Corrosion & Scale Control	10	mg/L
SNC-RS2	Corrosion & Scale Control	10	mg/L
SNC-TYPE B	Corrosion & Scale Control	10	mg/L
Citric Acid [2] [3]			
SE-CA-50	Membrane Cleaner	N/A	
	Well Cleaning Aid		
Hydrofluosilicic Acid			
SE-1900 L-25	Fluoridation	6	mg/L
Miscellaneous Corrosion Chemicals			
SHAN-NO-CORR [ZN]	Corrosion & Scale Control	10	mg/L
SHAN-NO-CORR Plus, SNC + [ZN]	Corrosion & Scale Control	10	mg/L
SHAN-NO-CORR TYPE L ^[ZN]	Corrosion & Scale Control	20	mg/L
SHAN-NO-CORR TYPE D [ZN]	Corrosion & Scale Control	10	mg/L
DIEM-NO-COME TIEL II	the state of the second section and		

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SHAN-NO-CORR-ZOP [ZN]	Corrosion & Scale Control	10	mg/L
SLI-333 ^[ZN]	Corrosion Control	25	mg/L
SLI-444 S	Corrosion & Scale Control	25	mg/L
SNC-444	Corrosion & Scale Control	10	mg/L
SNC-444 S	Corrosion & Scale Control	18.6	mg/L
SNC-ZOP 123 [ZN]	Corrosion & Scale Control	11	mg/L
SNC-ZOP 321 [ZN]	Corrosion & Scale Control	11	mg/L
Miscellaneous Treatment Chemical			
RSC-100X ^[1]	Ion Exchange Supplement	750	mg/L
Monosodium Orthophosphate			
SLI-5179	Corrosion Control	25	mg/L
SLI-SE 100	Corrosion Control	25	mg/L
SNC-5179	Corrosion & Scale Control	12.6	mg/L
	Sequestering		
SNC-MSP	Corrosion & Scale Control	12.6	mg/L
	Sequestering		
Phosphoric Acid			
SLI-PHOS 36	Corrosion & Scale Control	25	mg/L
SLI-PHOS 50	Corrosion & Scale Control	20.5	mg/L
SLI-PHOS 75	Corrosion & Scale Control	12	mg/L
[PO] Potassium Permanganate			
SE-3955 C	Disinfection & Oxidation	50	mg/L
BB: 3333 C	Oxidant		
SE-3955 F	Disinfection & Oxidation	50	mg/L
	Oxidant		
SE-3955 N	Disinfection & Oxidation	50	mg/L
52 5355 1.	Oxidant		
Sodium Acid Pyrophosphate			
SNC-318	Corrosion & Scale Control	12	mg/L
SNC-5185	Corrosion & Scale Control	12	mg/L
Sodium Permanganate [PO]			
	Disinfection & Oxidation	352	mg/L
SE-2355-10	Oxidant		
an eace 15	Disinfection & Oxidation	234	mg/L
SE-2355-15	Oxidant		
an 2255 20	Disinfection & Oxidation	176	mg/L
SE-2355-20	Oxidant		
, on each as	Disinfection & Oxidation	140	mg/L
SE-2355-25	Oxidant		
SE-2355-40	Disinfection & Oxidation	88	mg/L
58-2355-40	Oxidant		
Sodium Polyphosphates, Glassy			
SHAN-O-PHOS	Corrosion & Scale Control	10.7	mg/L
Dillar O Frido	Sequestering		
SLI-5125	Corrosion & Scale Control	42.8	mg/L
	Sequestering		
SLI-5130	Corrosion & Scale Control	35.6	mg/L
	Sequestering		

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SLI-5135	Corrosion & Scale Control	30.5	mg/L
	Sequestering		
SLI-5140	Corrosion & Scale Control	26.7	mg/L
	Sequestering		
SLI-5145	Corrosion & Scale Control	23.8	mg/L
	Sequestering		
SLI-5150	Corrosion & Scale Control	21.4	mg/L
	Sequestering		
SLI-5155	Corrosion & Scale Control	19.5	mg/L
	Sequestering		
SLI-5160	Corrosion & Scale Control	17.8	mg/L
	Sequestering		
SLI-Quest 25	Corrosion & Scale Control	42.8	mg/L
•	Sequestering		
SLI-Quest 30	Corrosion & Scale Control	35.6	mg/L
DII QUEDE DE	Sequestering		-
SLI-Quest 35	Corrosion & Scale Control	30.5	mg/L
ant-Aresc 22	Sequestering		-
SLI-Quest 40	Corrosion & Scale Control	26.7	mg/L
SDI-Quest 40	Sequestering		5,
077 Overt 45	Corrosion & Scale Control	23.8	mg/L
SLI-Quest 45		23.0	mg/ Li
	Sequestering Corrosion & Scale Control	21.4	ma /ī
SLI-Quest 50		21.4	mg/L
	Sequestering		
SLI-Quest 55	Corrosion & Scale Control	19.5	mg/L
	Sequestering		
SLI-Quest 60	Corrosion & Scale Control	17.8	mg/L
	Sequestering		
SNC-5190	Corrosion & Scale Control	10.7	mg/L
	Sequestering		
Sodium Tripolyphosphate			
SHAN-O-POLY	Corrosion & Scale Control	12	mg/L
	Sequestering		
SNC-5177	Corrosion & Scale Control	12	mg/L
	Sequestering		
Tetrapotassium Pyrophosphate			
SLI-6120	Corrosion & Scale Control	30	mg/L
511-6120	Sequestering		3,
arr (124	Corrosion & Scale Control	22.5	mg/L
SLI-6134		22.5	1119711
	Sequestering	30	mq/L
SLI-K100	Corrosion & Scale Control	30	mg/L
	Sequestering		1*
SLI-KPHOS	Corrosion & Scale Control	22.5	mg/L
	Sequestering		
SNC-6157	Corrosion & Scale Control	14	mg/L
	Sequestering		,_
SNC-KPHOS	Corrosion & Scale Control	14	mg/L
[1737]	Sequestering		
Zinc Chloride [ZN]			
SLI-2125	Corrosion & Scale Control	15	mg/L

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SLI-2	2150	Corrosion	&	Scale	Control	8	mg/L
SLI-2	2162	Corrosion	&	Scale	Control	6	mg/L
Zinc	Orthophosphate [ZN]						
SLI 3		Corrosion	&	Scale	Control	24	mg/L
SLI 4		Corrosion	&	Scale	Control	28	mg/L
SLI S		Corrosion	&	Scale	Control	17	mg/L
SLI-		Corrosion	&	Scale	Control	20	mg/L
SLI-	1021	Corrosion	&	Scale	Control	22	mg/L
SLI-	1521-C	Corrosion	&	Scale	Control	22	mg/L
SLI-	2020	Corrosion	&	Scale	Control	10	mg/L
SLI-	321	Corrosion	&	Scale	Control	10	mg/L
SLI-	321L	Corrosion	&	Scale	Control	10	mg/L
SLI-	5024	Corrosion	&	Scale	Control	16	mg/L
SLI-	5210	Corrosion	&	Scale	Control	20	mg/L
SLI-	5215	Corrosion	&	Scale	Control	40	mg/L
SLI-	5216	Corrosion	&	Scale	Control	29	mg/L
SLI-	5217	Corrosion	&	Scale	Control	28	mg/L
SLI-	5218	Corrosion	&	Scale	Control	25	mg/L
SLI-	5219	Corrosion	&	Scale	Control	22	mg/L
SLI-	7215	Corrosion	&	Scale	Control	28	mg/L
SLI-	932	Corrosion	&	Scale	Control	26	mg/L
SLI-		Corrosion	. &	Scale	Control	25	mg/L

- [1] This product is designed to be used in conjunction with ion exchange resins for the purpose of reducing radium from drinking water.
- [2] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.
- [3] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.
- [PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.
- [ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

RESOLUTION NO. 2020-71

Introduced by: Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS TO JCI JONES CHEMICALS INC. IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 DOLLARS (\$8,880.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City of Sandusky having advertised for bids on behalf of the City of Huron and other entities, has provided a final bid tabulation indicating the lowest and best bid for each chemical and that based on that tabulation, the City Manager is authorized and directed to award the bid and expenditure of funds for the purchase of 12 Tons of Chlorine to JCI Jones Chemicals Inc. in an amount not to exceed Eight Thousand Eight Hundred Eighty and 00/100 Dollars (\$8.880.00), bid in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

		Sam Artino, Mayor	
ATTEST:	Clerk of Council	_	
ADOPTED:		_	

BIDDER'S NAME:	JCL Jones Chemicals, Inc.
Authorized Signature:	By:
Print Name of Authorized Signatory:	Summer Mello
Title:	Natil Sales Admin
Participant Name (If different from Bidder):	NA
Company Name:	JCI Jones Chemicals, Inc.
Mailing Address:	1765 Ringling Blvd
	Sarasota, FL 34236
Telephone Number:	(941) 330-1537×122
Facsimile Number:	(941) 330-9657
E-Mail Address:	summerajaichem. com
Where Incorporated:	new York
Federal Tax Identification Number:	16-0809645
Contact Person for Contract processing:	Sommer Mello
ADDITIONAL SIGNAT	URE FOR JOINT VENTURE
Authorized Signature:	By:
Print Name of Authorized Signature:	
Title:	
Participant Name:	
Mailing Address:	
Telephone Number:	
Facsimile Number:	

{00341693.DOC;6}

CITY-BF-6

E-Mail Address:	
Where Incorporated:	
Federal Tax Identification Number:	
Contact Person for Contract processing:	

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

ITEM NO.	CHEMICAL DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
4	Liquid Sodium Permanganate (NaMnO ₄)	12,000 Gallons More or Less	\$	1
2	Hydrofluosilicic Acid (H ₂ SiF ₆)	17,000 Gallons More or Less	\$	\$
8	Sodium Hydroxide Liquid (NaOH)	50,000 Gallons More or Less	\$ 1.53	10,002, alt
4	Sodium Hypochlorite (NaOCI)	90,000 Gallons More or Less	\$	\$
S 4	Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃)	101,250 Gallons More or Less/ 550 Wet Tons	\$	\$
9	Powdered Activated Carbon (PAC)			\$
U S	Ferrous Chloride Solution (FeC12)	350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe	\$	\$
× >	Polymer - Liquid	60,000 Pounds More or Less	\$	\$
6	Ferrous Chloride Solution (FeC12)	25,000 Gallons More or Less	\$	\$
R .	Sodium Aluminate - Liquid	16,000 Gallons More or Less in bulk loads and/or 300 gallon totes		\$
	Sodium Bisulfite Solution (Reducite)	7,000 Gallons in 300 Gallon Totes 900 Gallons in 15 Gallon Drums More or Less	\$2.00 ISq	8 14,750.00
12 0 0 2 + >	Sodium Hypochlorite (NaOCI)	15,000 Gallons in 300 Gallon Totes 2,700 Gallons in 50 Gallon Drums 2,600 Gallons in 15 Gallon Drums More or Less	41.10 300g 41.20 Sog 51.30 15g	\$23,120,00
	Polymer - Liquid	10,000 Pounds more or less in 2,300 Pound Totes	\$	\$
14	Liquid Chlorine (CL ₂)	24,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cyclinder, if applicable	No Deposit	\$ 8,880.00
15	Powdered Activated Carbon (PAC)	8 Tons More or Less	\$	\$

CITY-BF-2

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

		CHEIN	CHEMICALS FOR CALENDAR TEAR 2021		
	16	Sodium Hydroxide Liquid (NaOH)	12,000 Gallons More or Less	9-90	\$ 10,800.00
I	17	Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl)	16,000 Gallons More or less	\$	\$
⊃ &	18	Hydrofluosilicic Acid (H ₂ SiF ₆)	4,000 Gallons More or Less	\$	\$
0 Z	19	Liquid Sodium Permanganate (NaMnO₄)	4,000 Gallons More or Less	\$	\$
	20	Chlorine (CL2)	24,000 Pounds More or Less	\$-4125	\$ 9,900,00
	12	Liquid Caustic Soda - 50% NaOH	4,000 Gallons More or Less.	\$ 2.30	\$ 9,200.00
	22	Hydrofluosilicic Acid - 25%	18,000 Pounds More or Less	\$	\$
>	23	Polyaluminum Chloride Solution	250,000 Pounds More or Less	\$	\$
> ш с	24	Liquid Ferrous Chloride	40,000 Gallons More or Less	\$	\$
۶ –	25	Clarifloc CE-1593 Polymer	10 (275 galllon) Totes More or Less	\$	\$
	26	Sodium Hypochlorite (NaOCI)	17 (300 gallon) Totes More or Less	01-18	\$5,610.00
o z	7.7	Sodium Bisulfite Solution	15 (300 gallon) Totes More or Less	SL:18	57,815.00
				Total Amount of Bid: \$	15/100 b35.0
		Bidder Name: JCL Jones Chemicals,	mc.	17 2022	
		Telephone Number:	122 × 124	7	
		Fax Number: (941) 330-9 ST Email Address:	s: Summeralicic	nem, com	
		Date: 10101 40			

Do not leave any boxes blank. If not bidding an item, state in cost box. See specifications for exact details

Sos provided upon nequest.

Updated 9/22/2020

CITY-BF-3



CITY OF SANDUSKY BIDDER'S AFFIDAVIT

[NOTE:

THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC. CROSS OUT EITHER PARAGRAPH 3 OR 4, WHICHEVER IS NOT APPLICABLE. IF PARAGRAPH 3 IS NOT CROSSED OUT, EXHIBIT A MUST BE COMPLETED AND ATTACHED TO NAME AND DESCRIBE THE INTERESTS OF ALL RELATED PERSONS.]

		10	0	2001
PROJECT NAM	ME: Chem	icals	tacy	202
CONTRACT:				
_				

ETHICS CERTIFICATION PURSUANT TO OHIO REVISED CODE SECTIONS 9.24, 102.03, 102.04, 2921.42 AND 3517.13

DIRECTOR OF ENGINEERING SERVICES CITY OF SANDUSKY

JCI Jones Chemicals, Inc BIDDER'S NAME

STATE OF Florida

COUNTY OF Sarasota SS:

The undersigned being duly sworn, deposes and states as follows:

- 1. The undersigned is duly authorized to make the statements herein on behalf of the Bidder.
- 2. No unresolved finding for recovery has been issued against the Bidder by the Auditor of State.
- 3. No official or employee of the City of Sandusky is officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.
- 4. An official or an employee of the City of Sandusky is an officer, director, trustee, shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but
 - the subject of the Contract is necessary supplies or services for the City of



Sandusky;

- b. the supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to the City of Sandusky as part of a continuing course of dealing established prior to the Related Person becoming a City official or employee;
- the treatment accorded the City of Sandusky is either preferential to or the same as that accorded other customers of the Bidder in similar transactions;
- d. the entire transaction resulting in the Contract has been conducted at armslength, with full knowledge by the City of the interest of the Related Persons as described in Exhibit A attached hereto; and
- e. the Related Person has taken no part in the deliberations or decision of the City with respect to the Contract.
- 5. The Bidder is a/an (select one):

☐ Labor organization.

6. The undersigned hereby affirms that the Bidder and each of the individuals specified in Section 3517.13(I)(3), ORC, (with respect to non-corporate entities and labor organizations) or Section 3517.13(J)(3), ORC, (with respect to corporations) are in full compliance with the political contributions limitations set forth in Sections 3517.13(I) and (J), ORC, as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to Sections 3517.13(AA) and 3517.992(R)(3), ORC. Any contract that contains a falsified certification shall be rescinded.

NAME:

(SIGNATURE)

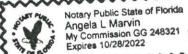
NAME: <u>Summer Mello</u> (PRINTED)

TITLE: National Sales Admin

STATE OF Florida

COUNTY OF Sarasota SS:

Sworn to before me and subscribed in my presence this day of October, 20 20



NOTARY PUBLIC

NA

CITY OF SANDUSKY BIDDER'S AFFIDAVIT EXHIBIT A

Project Name:
Contract:
Bidder's Name:
Related official/public employee:
Name:
Title/Position:
Relation to Bidder:



CITY OF SANDUSKY BIDDER'S AFFIDAVIT #2

CONTRACTNAME:

LOBBYING AND CAMPAIGN FINANCING CERTIFICATION

DIRECTOR OF ENGINEERING SERVICES CITY OF SANDUSKY

JCI Jones Chemicals, Inc BIDDER'S NAME

STATE OF Florida

COUNTY OF Sarasota SS:

The undersigned hereby certifies as follows:

I. The Bidder is and will remain in compliance with the requirements of Sections 101.70 and 121.60 *et seq.* of the Ohio Revised Code relating to lobbying.

2. The Bidder is and will remain in compliance with Chapter 3517 of the Ohio Revised Code, Campaign Financing, including that all applicable parties listed in division (1)(3) (with respect to non-corporate entities and labor organizations) or (J)(3) (with respect to corporations) are in full compliance with divisions (I)(I) and (J)(I) of the Ohio Revised Code Section 3517.13.

NAME:

SIGNATURE)

NAME: Summer Mello

(PRINTED)

TITLE: National Sales Admin



STATE OF Florida

COUNTY OF Sarasota SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS DAY OF _______, 20________, 20_______

Congress The NOTARY PUBLIC

> Notary Public State of Florida Angela L Marvin My Commission GG 248321 Expires 10/28/2022

CITY OF SANDUSKY NON-COLLUSION AFFIDAVIT

STATE OF Florida ss:
COUNTY OF SCHOOL SS.
The undersigned hereby certifies as follows: (1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on 101320
in accordance with the Contract Documents dated \(\sqrt{20} \) (the "Bid") has been prepared by the Bidder without collusion or fraud with any Person.
(2) The Bid is not made in the interest of or on behalf of any undisclosed Person.
(3) The Base Bid, any Unit Price and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Price or Alternate with any other Bidder.
(4) Unless otherwise required by law, the Base Bid, any Unit Price and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Price or Alternate bid.
(5) No attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition.
Date: 00 , 20 20 JCI Jones Chemicals, Inc. (Name of Bidder)
By: Signature of person authorized to bind
the Bidder

STATE OF Florida) ss
COUNTY OF Sarasota
SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS DAY OF
(seal)
angelanch
Notary Public

Notary Public State of Florida Angela L Marvin My Commission GG 248321 Expires 10/28/2022

CITY OF SANDUSKY BID GUARANTY AND CONTRACT BOND

Bond No. K40386300

(Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

JCI Jones Ch	emicals,	Inc.,	1765	Ringli	ng I	Blvd.,	Saraso	ota,	FL	34236
		1)	Vame a	nd Addre	ss)		_			
as Principal, and	Federal :	Insuran	nce Co	ompany						
•			•	of Surety	7)					
as Surety, are her penal sum of the October 13	dollar amoun	•	d subm	itted by t	he Pri	incipal to		_	_	n the

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including the bid, Plans, Specifications and details; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest and best Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest and best Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation

shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after written notice of intent to award the Contract executes the Contract Form in accordance with the Contract Documents, including the bid, Plans, Specifications and details, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including the Plans, Specifications and details therefor; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including the Plans and Specifications therefor shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including the Plans and Specifications.

SIGNED This 13th day of October	, 20 2 0 .
PRINCIPAL: JCI Jones Chemicals, Inc. BY: TITLE: NOH! Soles Follow	
SURETY: Federal Insurance Company	SURETY ADDRESS:
BY: O T Q Attorney-in-Fact Sharon A. Foulk	202B Hall's Mill Road Street Whitehouse Station, NJ 08889 City State Zip (1215-640-1000 Telephone Number
	SURETY AGENT'S ADDRESS:
	Agency Name 2850 Golf Road
	Street
	Rolling Meadows, IL 60008 City State Zip
	() 630-773-3800 Telephone Number

State of	Illinois	}}_ss:	
County of	Cook	J 53.	
A. Foulk, kno Company and Attorney-in-fa she subscrib- name as Atto IN WITNESS	cha, a Notary Public, du lown to me to be the duly d the same person who act of said Company, ar ed the name of the Fed orney-in-fact.	ally commissioned and sworn y authorized Attorney-in-fact ose name is subscribed to the nd the said Sharon A. Foulk deral Insurance Company the oreunto set my hand and affin	e within instrument as the duly acknowledged to me that ereto as Surety and his own
My Con	nmission Expires		ER
01	/13/2024	Notary Public	Karen E. Socha

CHUBB.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Sharon A. Foulk

Surety Bond Number: K40386300 Obligee: City of Sandusky

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of November, 2019.

Down M. Orlow

Dawn M. Chloros, Assistant Secretary













Kun flde







STATE OF NEW JERSEY County of Hunterdon

SS

On this 1st day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 23 70888 Commission Expires July 16, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 13, 2020.











Down M. Orlones

Dawn M. Chloros, Assistant Secretary



PROJECTNAME: Openicals for 01 2021 CONTRACT NO .:

PERSONAL PROPERTY TAX CERTIFICATION REQUIRED BY OHIO REVISED CODE SECTION 5719.042

FINANCE DIRECTOR CITY OF SANDUSKY

JCI Jones Chemicals, Inc. BIDDER'S NAME

STATEOF Florida COUNTY OF Sarasota SS:

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BIDDER TO WHOM CONTRACT AWARD IS BEING CONSIDERED WAS NOT CHARGED WITH ANY DELINQUENT PERSONAL PROPERTY TAX ON THE GENERAL TAX LIST OF PERSONAL PROPERTY FOR ANY COUNTY IN THE STATE OF OHIO AT THE TIME THE BID WAS SUBMITTED FOR THE ABOVE-REFERENCED CONTRACT.

NAME: Summer Mello

(PRINTED)

TITLE: National Sales Admin

STATE OF Florida COUNTY OF Sarasota SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ DAY

Chagela THA

Notary Public State of Florids Angela L Marvin Cammission GG 248321

(SID0018.D0C:41

CITY-IB-19





JCI JONES CHEMICALS, Inc. Consent to Shareholder Action

January 2, 2019

I, the undersigned shareholder, being the holder of all share of stock of the above company now outstanding, hereby resolve as follows:

RESOLVED, that all Corporate Officers generally,

- 1. Susan Jones, Chief Administration Officer
- 2. Summer Mello, National Sales Administrator

Of JCI's Corporate Office, Sarasota facility are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

Jeffrey W. Jones

Chief Executive Officer & President

ATTEST:

Laura Webber

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities, that said records show JCI JONES CHEMICALS. INC., a New York corporation, having qualified to do business within the State of Ohio on December 16, 1961 under License No. 306201 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 20th day of February, A.D. 2020.

Ohio Secretary of State

Fred John

Validation Number: 202005103020



AFFIDAVIT OF COMPLIANCE

SODIUM HYDROXIDE (CAUSTIC SODA)

JCI Jones Chemicals, Inc. hereby guarantees that the sodium hydroxide (caustic soda) comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard Sodium Hydroxide, AWWA B501-19.

We believe the above certification holds true until such a time as the AWWA Standard for Sodium Hydroxide is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours.

Summer Meste

Summer Mello National Sales Administrator JCI Jones Chemicals, Inc 1765 Ringling Blvd Sarasota, FL 34236 (941) 330-1537

CERTIFICATE OF COMPLIANCE

Certificate Number Report Reference 20140416-MH18026 MH18026-20020710

Issue Date

2014-APRIL-16

Issued to:

JCI JONES CHEMICALS INC

1765 RINGLING BLVD SARASOTA FL 34236

This is to certify that representative samples of

DRINKING WATER TREATMENT CHEMICALS Sodium Hydroxide 50%, Sodium Hydroxide 49%-26%, Sodium Hydroxide 25%-15%, Sodium Hydroxide 14%-5%.

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety:

NSF/ANSI 60 - Drinking Water Treatment Chemicals -

Health Effects

Additional Information:

See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol: W with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as Indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification

Mark for Canada: "W with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

Any information and documentation inventing UL Hark services are provided on behalf of UL ELG (UL) or any authorized Renasee of UL. For questions, please contact a local UL Customer Service Representative at <u>ynow, ulconfrontative</u>





JCI JONES CHEMICALS, INC 2500 Vanderhoof Road BARBERTON OH 44203 USA

Customer Contact: Vessel Id: CAOX300582

Quality Certificate

Ship Date 09/14/2020 PO No. 03-3720 Order No. 1791180-000010 Customer number 37473

Plant: Natrium

Delivery Item. 82741699-900001 Shipment 727149 Net Wt 198,050.000 LB Dry Wt 102,273.02 LB

Material: 80006370 LIQ CAU SODA-MC50 BULK

Batch: 0000789537	Package Qty: 19	98,050.000 LB			
Property	Unit	Value	Lower Limit	Upper Limit	Method
NaOH	%	50.65	49.50	51.00	CD-27-1
Na2O	%wt	39.24	38.35	39.55	CD-27-1
76% Na2O - Strength	%	51.64	50.46	52.14	CD-27-1
Na2CO3	%wt	0.01		0.05	CD-27-1
NaClO3	ppm	1		3	NP-04-03
NaCl	ppm	5		25	NP-04-02
Al203	ppm	0		3	ICP
CaO	ppm	1		3	ICPCAMGAB
Cu	ppb	0		100	89 - NP 04 31
Fe	ppm	0.3		3.0	ICP
Hg	ppb	8.0		500.0	PRO-80077
MgO	ppm	0		2	ICPCAMGAB
Mn	ppo	9		250	89 - NP 04 31
Na2SO4	ppm	0		15	ICP
Ni	ppb	0		300	ICP
Pb	ppm	0.0		5.0	ICP
SiO2	ppm	0		15	ICPCAMGAB

Material Sales Text

Seal No: 00669037 00669046 00669047 00669063

The test results herein are believed to be accurate but are laboratory tests based on limited sempling which do not necessarily simulate actual use conditions. The shipped goods are delivered in their present condition as is without warranty. NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND ARE MADE, AND WESTLAKE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

Westlake shall not be liable for any use or handling of any material beyond Westlake's direct control.

Date : 09/14/2020 Time : 06:14:41

Required Signature

for Mc Mullen

Customer Name:	- Hubenville	
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JCI JONES CHEMICALS, INC. CERTIFICATE OF ANALYSIS

SODIUM HYDROXIDE, 25.0%

Chemical Name: Trade Name: Sample Date & Time: Date of Manufacture: Sampling Location;	Sodium Hydroxide Solution Caustic Soda (Sodium Hydroxide) 7 28 20 Barberton, Ohio	· ·	
<u>Analysis</u>			
Sodium Hydroxide	(NaOH) (wt%)		28
Specific Gravity	@ 120 F (15.6 C)		1.200
		@10.50	
Physical Form and Color	: <u>Clear or white liquid</u>		
		,	
		_ Sacob 2	ewe
		Analyst	

Always read and follow the product label and Material Safety Data Sheet (MSDS).

Description

This product is a water solution of sodium hydroxide. Ingredients include water, caustic soda and trace metallic and inorganic salt compounds.



AFFIDAVIT OF COMPLIANCE

SODIUM BISULFITE

JCI Jones Chemicals, Inc. hereby certifies that the sodium bisulfite solution comprising each shipment or other delivery made to the buyer is certified under the ANSI/NSF 60 Drinking Water Treatment Standard.

Very truly yours.

Summer Melle

Summer Mello National Sales Administrator JCI JONES CHEMICALS, INC. 1765 Ringling Blvd Sarasota, FL 34236 (941) 330-1537

			IICALS, INC. F ANALYSIS		
	Sodium B	isulfit	e, 38 – 40%		
Chemical Name:	Sodium Bisulfite	Solut	ion		
Trade Name:	Sodium Bisulfite	Solut	ions		
Sample Date:	9/28 Ro	@	///w hrs.		
Date of Manufacture:	9/28/20				
Sampling Location: Tank	ec				
•					
Analysis					8.4
Sodium Bisuifite (NaHSO₃) (w	t %)				
pH of Solution (S.U.)			·	4 3 1 3	3.5
Specific Gravity	. 		·····	1.312	@ 70 °F
Physical Form and Color:			Clear greenish	liquid	
				_	
				1500	ah.cheBha
					Analyst
Always read and follow the pro	oduct label and M	ateria	al Safety Data She	et (MSDS).	
<u>Description</u>					

This product is a water solution of Sodium Metabisulfite. Ingredients include water, Caustic Soda, Sulfur

Dioxide and trace metallic and inorganic salt compounds.



AFFIDAVIT OF COMPLIANCE

SODIUM HYPOCHLORITE

JCI Jones Chemicals, Inc. hereby guarantees that the sodium hypochlorite solution comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Hypochlorites. AWWA B300-18.

We believe the above certification holds true until such a time as the AWWA Standard for Hypochlorites is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours.

Summer History

Summer Mello National Sales Administrator 1765 Ringling Blvd Sarasota, FL 34236 (941) 330-1537

CERTIFICATE OF COMPLIANCE

Certificate Number Report Reference 20140416-MH18026 MH18026-20020709

Issue Date

2014-APRIL-16

issued to:

JCI JONES CHEMICALS INC

1765 RINGLING BLVD SARASOTA FL 34236

This is to certify that representative samples of

DRINKING WATER TREATMENT CHEMICALS Sunny Sol® 150", "Sunny Sol® 100 Plus", Sunny Sol® 100", "Sunny Sol® Bleach

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety:

NSF/ANSI 60 - Drinking Water Treatment Chemicals -

Health Effects

Additional information:

See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification Mark for Canada: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

VARIAM R. Camey, Director, Rorth American Certification Programs

in the appropriate UL Directory.

DETEC

Any information and documentation involving bit thank services are provided on behalf of til LLC (UL) or any authorized licenses of UL. For questions, please contact a local UL Customer Service Regress plains at <u>ware informative</u>

JCI JONES CHEMICALS, INC. CERTIFICATE OF ANALYSIS

Sunny Sol® 150

Chemical Name:	Sodium Hypochlorite Solut	ion		
Trade Name:	Sunny Sol "150"			
Sample Date:	10/5/2020			
Date of Manufacture:	10/5/2020			
Sampling Location: 1 ankle	<i>(</i>			
A				
Analysis	•			
Trade Percent Available Chlo	rine (% by volume)	• • • • • • • • • • • • • • • • • • • •	15.81	
Available Chlorine (Cl2) (wt %	······································	**********	13.16	<u> </u>
Excess Sodium Hydroxide (Na	ОН) (gpl)		4	
Specific Gravity		·····	1.200 @ 7	
Physical Form and Color:	Stra	aw color liquid		
Note: Available Chlorine (wt	%) = Trade Percent / Specific	Gravity	MS	,
			1/2 MG	1/0/
•			Analyst	
A harmer mand and Enthance				

Always read and follow the product label and Material Safety Data Sheet (MSDS).

Description

This product is a water solution of Sodium Hypochlorite. Inert ingredients, other than water and salt, include trace metallic and inorganic salt contaminates from raw materials and natural decomposition products.



AFFIDAVIT OF COMPLIANCE

CHLORINE

JCI Jones Chemicals. Inc. hereby guarantees that the chlorine comprising each shipment or other delivery made to the buyer complies with all applicable requirements of the AWWA Standard for Liquefied Chlorine. AWWA B301-18.

We believe the above certification holds true until such a time as the AWWA Standard for Liquefied Chlorine is amended or the above certification is revoked in writing.

In addition, this product is certified under the ANSI/NSF Standard 60.

Very truly yours.

Summer Melle

Summer Mello National Sales Administrator JCI Jones Chemicals, Inc 1765 Ringling Blvd Sarasota, FL 34236 (941) 330-1537

CERTIFICATE OF COMPLIANCE

Certificate Number Report Reference 20140416-MH18026 MH18026-20020711

Issue Date

2014-APRIL-16

Issued to:

JCI JONES CHEMICALS INC

1765 RINGLING BLVD SARASOTA FL 34236

This is to certify that representative samples of DRINKING WATER TREATMENT CHEMICALS

Sunny Sol® Chlorine

Have been investigated by UL in accordance with the

Standard(s) indicated on this Certificate.

Standard(s) for Safety:

NSF/ANSI 60 - Drinking Water Treatment Chemicals -

Health Effects

Additional Information:

See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark for the U.S. and Canada should be considered as being covered by UL's Classification and Follow-Up Service and meeting the appropriate U.S. and Canadian requirements.

The UL Classification Mark includes: the UL in a circle symbol: "W with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory. The UL Classification Mark for Canada includes: the UL Classification Mark for Canada: With the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) in English, French, or English/French as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

Any information and documentation involving Ut. Mark services are provided on behalf of Ut. LLC (UL) or any authorized Scenese of Ut., For questions, please contact a local Ut. Customer Gen/Ca Representative at <u>providing only contactus</u>





302 THE EAST MALL, SUITE 200 TORONTO, ON, CANADA M9B6C7 TELEPHONE (866) 447-5917

CERTIFICATE OF COMPLIANCE

JCI Jones Chemicals, Inc. 2500 Vanderhoof Road Barberton, OH 44203 US

Chlorine

ORDER NUMBER: 610341

CUSTOMER ORDER NO.: 03-3729

LOT NUMBER: 091420

TRAILER NO.: ECLX080003

DATE SHIPPED: 09/17/2020

SHIPPED FROM: Nekoosa, WI

THIRD PARTY P.O.:

DESTINATION: Barberton, OH

SOURCE TANK: Chlorine Tank C Meets testing requirements of the Food Chemicals Codex, Tenth Edition

RELEASE NUMBER:

Meets requirements of ANSI/AWWA B 301-04

Meets requirements of ASTM specification E 1120 for Liquid Chlorine

NSF/ANSI 60 Maximum Use Limit of 30 mg/L

COMPONENT	ANALYSIS	
Chlorine, as Cl2, volume % Moisture, as H2O, wt.% Total Trihalomethanes, ppm Nonvolatile Residue, ppm	>99.5 <0.005 300 50	

COMMENTS:

ABE D. DOWNS

SUPPLIER'S REPRESENTATIVE



RESOLUTION NO. 2020-72

Introduced by: Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS TO APPLIED SPECIALTIES IN AN AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND FOUR HUNDRED SIXTEEN AND 00/100 DOLLARS (\$79,416.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City of Sandusky having advertised for bids on behalf of the City of Huron and other entities, has provided a final bid tabulation indicating the lowest and best bid for each chemical and that based on that tabulation, the City Manager is authorized and directed to award the bid and expenditure of funds for the purchase of 16,000 Gallons of Aluminum Chlorhydrate Polymer Blend to Applied Specialties in an amount not to exceed Seventy-Nine Thousand Four Hundred Sixteen and 00/100 dollars (\$79,416.00), bid in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

		Sam Artino, Mayor	
ATTEST:		, <u>,</u>	
ATTEST.	Clerk of Council	_	
ADOPTED:			

	C. Scheurman for
BIDDER'S NAME:	Applied Specialties, Inc.
Authorized Signature:	By: Molecum
Print Name of Authorized Signatory:	C. Scheurman
Title:	President
Participant Name (If different from Bidder):	
Company Name:	Applied Specialties, Inc.
Mailing Address:	PO Box 307
	Avon Lake, OH 44012
Telephone Number:	(440) 933-9442
Facsimile Number:	(440) 933-9439
E-Mail Address:	Friend.Erin@AppliedSpecialties.com
Where Incorporated:	Ohio
Federal Tax Identification Number:	34-1342858
Contact Person for Contract processing:	Erin Friend
	Friend.Erin@AppliedSpecialties.com
ADDITIONAL SIGNATU	JRE FOR JOINT VENTURE
Authorized Signature:	By:
Print Name of Authorized Signature:	
Title:	
Participant Name:	
Mailing Address:	
Telephone Number:	-
Facsimile Number:	

CITY-BF-6

{00341693.DOC;6}

E-Mail Address:	
Where Incorporated:	
Federal Tax Identification Number:	
Contact Person for Contract processing	

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

ITEM NO.	CHEMICAL DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	Liquid Sodium Permanganate (NaMnO ₄)	12,000 Gallons More or Less	\$ NO BID	\$
7	Hydrofluosilicic Acid (H ₂ SiF ₆)	17,000 Gallons More or Less	\$ NO BID	\$
æ	Sodium Hydroxide Liquid (NaOH)	50,000 Gallons More or Less	\$ NO BID	\$
4	Sodium Hypochlorite (NaOCI)	90,000 Gallons More or Less	ON	\$
S	Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃)	101,250 Gallons More or Less/ 550 Wet Tons	\$ 0.2	\$ 284,900.00
9	Powdered Activated Carbon (PAC)	123,000 Pounds More or Less	\$ NO BID	Ş
7	Ferrous Chloride Solution (FeC12)	350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe	l	\$
∞	Polymer - Liquid	60,000 Pounds More or Less		\$
Ø	Ferrous Chloride Solution (FeC12)	25,000 Gallons More or Less	2	S
01	Sodium Aluminate - Liquid	풀	ulk = \$0.2090/lb	FORBULK \$ 41 074 35
		8	OT //L • AA	
		Gallons in 15 Gallon Drums More or		
11	Sodium Bisuifite Solution (Reducite)	Less	S NO BID	\$
		15,000 Gallons in 300 Gallon Totes		
		2,700 Gallons in 50 Gallon Drums		
17	Sodium Hypochlorite (NaOCI)	More or Less	\$ NO BID	Ś
		10,000 Pounds more or less		
13	Polymer - Liquid	in 2,300 Pound Totes	\$ NO BID	\$
14	Liquid Chlorine (CL ₂)	24,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cyclinder, if applicable	\$ NO BID	↔
15	Powdered Activated Carbon (PAC)	8 Tons More or less	S NO BID	\$
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CITY-BF-2

CITY OF SANDUSKY, HURON AND ERIE COUNTY **CHEMICALS FOR CALENDAR YEAR 2021**

IDKOZ

16	Sodium Hydroxide Liquid (NaOH)	12,000 Gallons More or Less	\$ NO BID	\$
17	Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl)	16,000 Gallons More or less	\$ 0.45/1b	\$ 79,416.00
18	Hydrofluosilicic Acid (H ₂ SiF ₆)	4,000 Gallons More or Less	\$ NO BID	\$
19	Liquid Sodium Permanganate (NaMnO ₄)	4,000 Gallons More or Less	\$ NO BID	\$
20	Chlorine (CL2)	24,000 Pounds More or Less	ara on \$	\$
21	Liquid Caustic Soda - 50% NaOH	4,000 Gallons More or Less.	GIS ON \$	Ş
22	Hydrofluosilicic Acid - 25%	18,000 Pounds More or Less	\$ NO BID	"
23	Polyaluminum Chloride Solution	250,000 Pounds More or Less	\$ NO BID	· ·
24	Liquid Ferrous Chloride	40,000 Gallons More or Less	dia on \$	\$
22	Clarifloc CE-1593 Polymer	10 (275 galllon) Totes More or Less	\$ NO BID	\$
26	Sodium Hypochlorite (NaOCI)		\$ NO BID	w
72	Sodium Bisulfite Solution		ON	· · · ·
			Total Amount of Bid: \$405,390.35	\$405,390.35
	Bidder Name: Applied Specialties,	Inc.		
	1	, Avon Lake, OH 44012		
	Telephone Number: (440) 933-9442			
	Fax Number: (440) 933-9439 Email Address:	s: Friend.Erin@AppliedSpecialties	cialties.com	
	Date: October 1, 2020			

Do not leave any boxes blank. If not bidding an item, state in cost box.

See specifications for exact details

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CITY-BF-3

Updated 9/22/2020



CONTRACT NAME: CHEMICALS FOR 2021 CONTRACT NO :

PERSONAL PROPERTY TAX CERTIFICATION REQUIRED BY OHIO REVISED CODE SECTION 5719.042

FINANCE DIRECTOR CITY OF SANDUSKY Applied Specialties, Inc. BIDDER'S NAME STATE OF Ohio COUNTY OF Lorain THE UNDERSIGNED HEREBY CERTIFIES THAT THE BIDDER TO WHOM CONTRACT AWARD IS BEING CONSIDERED WAS NOT CHARGED WITH ANY DELINQUENT PERSONAL PROPERTY TAX ON THE GENERAL TAX LIST OF PERSONAL PROPERTY FOR ANY COUNTY IN THE STATE OF OHIO AT THE TIME THAT THE BID WAS SUBMITTED FOR THE ABOVE REFERENCED CONTRACT. (SIGNATURE) NAME: C. Scheurman (PRINTED) TITLE: President STATE OF COUNTY OF SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS \ . 2000

> ERIN FRIEND NOTARY PUBLIC, STATE OF OHIO My Commission Expires Aug. 3, 2021

CITY-IB-19



CITY OF SANDUSKY BIDDER'S AFFIDAVIT

CONTRACT NAME: CHEMICALS FOR 2021

ETHICS CERTIFICATION PURSUANT TO OHIO REVISED CODE SECTIONS 9.24, 102.03, 102.04, 2921.42 AND 3517.13

DIRECTOR O	F ENGINEERING SERVICES DUSKY	h	
Applied 3	Specialties, Inc.		
BIDDER'S NA	ME		
STATE OF	Ohio		
COUNTY OF	Lorain	SS:	

The undersigned hereby certifies as follows:

- The undersigned is duly authorized to make the statements herein on behalf of the Bidder.
- No unresolved finding for recovery has been issued against the Bidder by the Auditor of State.
- No official or employee of the City of Sandusky is officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.
- 4. An official or an employee of the City of Sandusky is an officer, director, trustee shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but.
 - a. the subject of the Contract is necessary supplies or services for the City of Sandusky:

CITY-BA-1

the supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to the City of Sandusky as part of a continuing Applied Specialties, Incourse of dealing established prior to the Related Person becoming a City official or employee;

- the treatment accorded the City of Sandusky is either preferential to or the same as that accorded other customers of the Bidder in similar transactions.
- d the entire transaction resulting in the Contract has been conducted at armslength, with full knowledge by the City of the interest of the Related Persons as described in Exhibit A attached hereto; and
- the Related Person has taken no part in the deliberations or decision of the City with respect to the Contract.
- The Bidder is a/an (select one):

Individual, partnership, or other unincorporated business association (including a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

X Corporation organized and existing under the laws of the State of Ohio. Labor organization.

6. The undersigned herby affirms that the Bidder and each of the individuals specified in Section 3517.13(I)(3), ORC, (with respect to non-corporate entities and labor organizations) or Section 3517.13(J)(3), ORC, (with respect to corporations) are in full compliance with the political contributions limitations set forth in Sections 3517.13(I) and (J), ORC, as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to Sections 3517.13(AA) and 3517.992(R)(3), ORC. Any contract that contains a falsified certification shall be rescinded.

Technology, Sulutions, Service

My Commission Expires Aug. 3, 2021

CITY-BA-2

CITY OF SANDUSKY BIDDER'S AFFIDAVIT EXHIBIT A

Project Name: _	Chemicals i	or tn	e Car	endar	rear	2021
Contract:						
Bidder's Name:	Applied Sp	ecial	ties,	Inc.		
Related official/J	oublic employee:					
Name:						
Title/Pos	ition:	NOT	APPLI	CABLE		
Relation	to Bidder:					



CITY OF SANDUSKY BIDDER'S AFFIDAVIT #2

CONTRACT NAME: CHEMICALS FOR 2021

LOBBYING AND CAMPAIGN FINANCING CERTIFICATION

DIRECTOR (OF ENGINEERING SERVICES NDUSKY	
Applied BIDDER'S N	Specialties, Inc.	
STATE OF	Ohio	-
COUNTY OF	Lorain	_:SS:
The u	ndersigned hereby certifies as fo	dlows:
1.	The Bidder is and will remain in 101.70 and 121.60 et seq. of the	n compliance with the requirements of Sections ne Ohio Revised Code relating to lobbying
2.	Revised Code, Campaign Finar division (I)(3) (with respect to no	n compliance with Chapter 3517 of the Ohio noing, including that all applicable parties listed in on-corporate entities and labor organizations) or ons) are in full compliance with divisions (I)(1) and a Section 3517.13.
	N)	AME: Moleco (SIGNATURE)
	N	AME:C. Scheurman (PRINTED)
	т	TLE: President

CITY-BA2-1



STATE OF COLOR
COUNTY OF 10100 SS:
SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS DAY OF
Erri Dried
NOTARY PUBLIC

ERIN FRIEND NOTARY PUBLIC, STATE OF OHIO My Commission Expires Aug. 3, 2021

CITY-BA-2

CITY OF SANDUSKY NON-COLLUSION AFFIDAVIT

STATE OF Ohio				
COUNTY OF Lorain } ss:				
The undersigned hereby certifies as follows:				
(1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on October 1, 2020 in accordance with the Contract Documents dated October 1, 2020 (the "Bid") has been prepared by the Bidder without collusion or fraud with any Person.				
(2) The Bid is not made in the interest of or on beb	alf of any undisclosed Person.			
(3) The Base Bid, any Unit Price and any Alternate independently without collusion, consultation, com of restricting competition as to any matter relating t any other Bidder.	munication or agreement, or for the purpose			
(4) Unless otherwise required by law, the Base Bid, any Unit Price and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Price or Alternate bid.				
(5) No attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition.				
Date:October 1, 2020	Applied Specialties, Inc. (Name of Bidder) By: Signature of person authorized to bind the Bidder			

STATE OF COUNTY OF) ss
	E AND SUBSCRIBED IN MY PRESENCE THIS DAY OF
(seal)	Euridied
	Notary Public

ERIN FRIEND NOTARY PUBLIC, STATE OF OHIO My Commission Expires Aug. 3, 2021

CITY OF SANDUSKY BID GUARANTY AND CONTRACT BOND

(Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

Applied Specialties, Inc.	, 33555 Pin Oak Parkway, Avon Lake, Ohio 44012
	(Name and Address)
as Principal, and _	Old Republic Surety Company 455 S. Moorland Rd, Suite 200, Brookfield, WI 53005
	(Name of Surety)
penal sum of the d	by held and firmly bound unto the City of Sandusky, Ohio, as Obligee, in the ollar amount of the bid submitted by the Principal to the Obligee on ober 13, 20, 20, to undertake the Project known as:
	Supplying Chemicals for Calendar Year 2021

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including the bid, Plans, Specifications and details; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest and best Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest and best Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation

shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after written notice of intent to award the Contract executes the Contract Form in accordance with the Contract Documents, including the bid, Plans, Specifications and details, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including the Plans, Specifications and details therefor; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including the Plans and Specifications therefor shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including the Plans and Specifications.

SIGNED This 23rd day of September	, 20 20	_#	
PRINCIPAL: Applied Specialties, Inc.			
BY: Dalin			
TITLE: Prendert			
SURETY: Old Republic Surety Company	SURETY	ADDRESS:	
	455 S. Mooda	nd Road, Suite 20	0
02 00 60	Street		
BY: Chicara. July	Brookfield.	VVI	53005
Attorney-in-Fact Denise Dacek-Engle	City	State	Zip
	(800) _ 217-179	92	
		one Number	
	SURETY /	AGENT'S AI	DDRESS:
	Fitzgibbons Ari	nold & Company A	gency, Inc.
	Agency Na	me	
	25730 First Str	aet	
	Street		
	Westfake	Ohio	44145
	Olem	State	Zip
	City	15tate	zab
	(440) 892-363		Σπh

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURFIY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

MATTHEW W. ARNOLD, TARA L. BOHAC, ZACHARY J. ARNOLD, DENISE DACEK-ENGLE, OF CLEVELAND, OH

its true and lawful Attornoy(s)-iii-Fact, with full power and authority. For and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof. (other thur buil bonds, bunk depository bonds, moregage deflerancy bonds, moregage guaranty bonds, guarantees of installment paper and unit guarantee bunds self-unsurance workers compensation bonds guaranteeing payment of benefits, asbestos singlement contract bonds waste management bonds, buzundous waste remodurion bonds or black may bonds). as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and scaled by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-first or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute und deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and scaled (if a scal be required) by one or more attorneys in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the scal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other surelyship obligations of the company; and such signature and scal when so used shall have the same force and effect us though manually affixed.

ffixed this 77H day of HULY, 2020	of Care	OLD REPUBLIC SU	RETY COMPANY
Karca Q. Haffzer Assistant Secretary	SEAL P	Ma later	:
STATE OF WISCONSIN, COUNTY OF WALKESHA-SS	and the second	President	
	nd being by me duly sworn, did it is the seal of the corporation, a	OLD REPUBLIC SURETY COM severally depose and say, that the and that said corporate seal and the	ev are the said officers of the
		Kashry N. Nothry	Fublic 9/28/2022
	- CONT. MICH.		

Signed and scaled at the City of Brookfield, WI this 23rd

day of September

Assistant Secretary

FITZGIBBONS-ARNOLD & CO AGENCY

35 1-W = 100A0R8 012n2n

2 (F 3 1 - V

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus, Ohio 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor Jillian Froment - Director



Certificate of Compliance

Issued 03/10/2020 Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OLD REPUBLIC SURETY COMPANY

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity Other Liability Surety

OLD REPUBLIC SURETY COMPANY certified in its annual statement to this Department as of December 31,2019 that it has admitted assets in the amount of \$142,866,356, liabilities in the amount of \$63,893,145, and surplus of at least \$78,973,211.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

INS7230(Rev.6/2003)

OLD REPUBLIC SURETY COMPANY OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

ADMITTED ASSETS

Bonds	\$85,044,497
Common stocks	49,894,553
Cash and cash equivalents	2,035,927
Premiums and agents' balances in course of collection (not over 90 days)	3,930,165
Amounts recoverable from reinsurers	271,099
Investment income due and accrued	771,760
Receivables from parent, subsidiaries and affiliates	918,355
TOTAL ADMITTED ASSETS	\$142,866,356

LIABILITIES AND SURPLUS

Losses	\$11,606,379
Loss adjustment expenses	6,219,961
Commissions payable, contingent commissions and other similar charges	2,092,972
Other expenses (excluding taxes, licenses and fees)	4,060,586
Taxes, licenses and fees (excluding federal income taxes)	610,631
Current federal income taxes	900,015
Net deferred tax liability	93,105
Unearned premiums	36,420,063
Advance premium	414,886
Ceded reinsurance premiums payable (net of ceding commissions)	1,322,452
Amounts withheld or retained by company for account of others	10,102
Drafts outstanding	115,904
Payable to parent, subsidiaries and affiliates	136
Other liabilities	25,953
TOTAL LIABILITIES	\$63,893,145
Common capital stock	2,900,000
Gross paid in and contributed surplus	16,534,036
Unassigned funds (surplus)	59,539,175
SURPLUS AS REGARDS POLICYHOLDERS	\$78,973,211
TOTAL LIABILITIES AND SURPLUS	\$142,866,356

Securities carried at \$3,303,543 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, President/Chief Operating Officer, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2019, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as herein-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2019, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, President/COO

Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 12th day of March, 2020.

Notary Public, State of Wisconsin

My Commission expires: July 31, 2023



RESOLUTION NO. 2020-73

Introduced by: Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS TO UNIVAR SOLUTIONS USA INC. IN AN AMOUNT NOT TO EXCEED NINE THOUSAND SIX HUNDRED TWENTY-ONE AND 60/100 DOLLARS (\$9,621.60)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City of Sandusky having advertised for bids on behalf of the City of Huron and other entities, has provided a final bid tabulation indicating the lowest and best bid for each chemical and that based on that tabulation, the City Manager is authorized and directed to award the bid and expenditure of funds for the purchase of 12,000 Gallons Sodium Hydroxide to Univar Solutions USA Inc. in an amount not to exceed Nine Thousand Six Hundred Twenty-One and 60/100 dollars (\$9,621.60), bid in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

		Sam Artino, Mayor	
ATTEST:	Clerk of Council	_	
ADOPTED:		_	

BIDDER'S NAME:	Shelley Rigale
Authorized Signature:	By: Shelley Riggle
Print Name of Authorized Signatory:	Sheller Ringle
Title:	Municipal Specialist
Title.	1 margin growing
Participant Name (If different from Bidder):	
Company Name:	Univar Solutions USA clare
Mailing Address:	4600 Dues Drive
	Cincinnat Ohro 45246
Telephone Number:	513-969-1393
Facsimile Number:	
E-Mail Address:	Shelley. Rigglec Univarsolutions.com
Where Incorporated:	Washington (State of)
Federal Tax Identification Number:	91-1347935
Contact Person for Contract processing:	Shelley Riggle
A DDUTTON A LOUGNATURE	THE FOR MODITALENTH IN F
ADDITIONAL SIGNATO	JRE FOR JOINT VENTURE
Authorized Signature:	Ву:
Print Name of Authorized Signature:	
Title:	
Participant Name:	N/I
Mailing Address:	
Telephone Number:	
Facsimile Number:	

E-Mail Address:	
Where Incorporated:	
Federal Tax Identification Number:	N 11/
Contact Person for Contract processing:	

CITY OF SANDUSKY, HURON AND ERIE COUNTY **CHEMICALS FOR CALENDAR YEAR 2021**

ITEM NO.	CHEMICAL DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	Liquid Sodium Permanganate (NaMmO ₄)	12,000 Gallons More or Less	×××	X
7	Mydrofluosilicic Acid (H ₂ SiF ₆)	17,000 Gallons More or Less	× s	λ
	Sodium Hydroxide Liquid (NaOH)	50,000 Gallons More or Less	s 1.4435 gallon	s 72,125.0C
9	Sodium Hypochiorite (NaOCI)	90,000 Gallons More or Less	s $ imes$	X s
4	Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄₎₃)	101,250 Gallons More or Less/ 550 Wet Tons	×	×
9	Powdered Activated Carbon (PAC)	123,000 Pounds More or Less	×	×
7	Ferrous Chloride Solution (FeC12)	350,000 Pounds More or Less Dry Weight \$/dry ibs of Fe	×	×
•	Polymer - Liquid	60,000 Pounds More or Less	× ×	X
6	Fernous Chloride Solution (FeC12)	25,000 Gailons More or Less	X	×
10	Sodium Aluminate - Uguid	ğ	X	X
Ħ	Sodium Bisuffite Solution (Reducite)	8 5	X	X
1	Sodium Hypochlorite (NaOCI)	O Gallon Totes Gallon Drums Gallon Drums		X
13	Polymer - Liquid	or less ites	X	×
S	Liquid Chlorine (CL ₂)	: \$/lbs nder, if	×	×
15	Powdered Activated Carbon (PAC)	ress	×	×

CITY-BF-2

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

16	Sodium Hydroxide Liquid (NaOH)	12,000 Gallons More or Less	s 0.8018 quillon s	9621.60
17	Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl)			
22	Hydrofluosilicic Acid (H ₂ SIF ₆)	4,000 Gallons More or Less	× ×	X
82	Uquid Sodium Permanganate (NaMnO ₄)	4,000 Gallons More or Less	× ×	X
8	Chlorine (CL2)	24,000 Pounds More or Less \$	<u>\$</u>	X
77	Uquid Caustic Sods - 50% NaOH	4,000 Gallons More or Less.	×	×
a	Hydrofluosilicic Acid - 25%	18,000 Pounds More or Less	×	X
23	Polyaluminum Chloride Solution	250,000 Pounds More or Less \$	x s	X
2	Uquid Ferrous Chloride	40,000 Gallons More or Less	×	X
ĸ	Clarifloc CE-1593 Polymer	10 (275 gaillon) Totes More or Less \$	X	X
92	Sodium Hypochlorite (NaOCI)	17 (300 gallon) Totes More or Less \$	X	X
22	Sodium Bisulfite Solution	15 (300 gallon) Totes More or Less \$		X
			Total Amount of Bid: \$	0096018
	Lyolutian			
	Tolombono Muschar 700 DUCE DEUK	WICKONAH UMA 7024	7 7	

Do not leave any boxes blank. If not bidding an item, state in cost box. See specifications for exact details

Shelley. 11991e e Unavarsolution. com

Email Address:

Fax Number:

Date:

CITY-BF-3

	A_{λ} . σ
	PROJECT NAME: Memiralo for Palendor CONTRACT NO.: Uplow 2021
	PERSONAL PROPERTY TAX CERTIFICATION REQUIRED BY OHIO REVISED CODE SECTION 5719.042
FINANCE DIRECTOR CITY OF SANDUSKY	
Univar Solutions USI clase BIDDER'S NAME	
STATE OF Dhio	
COUNTY OF Budles ss:	
THE UNDERSIGNED HEREBY CERTIFIES THAT AWARD IS BEING CONSIDERED WAS NOT PERSONAL PROPERTY TAX ON THE GENERAL FOR ANY COUNTY IN THE STATE OF OHIO AFOR THE ABOVE-REFERENCED CONTRACT.	CHARGED WITH ANY DELINQUENT AL TAX LIST OF PERSONAL PROPERTY AT THE TIME THE BID WAS SUBMITTED
	NAME: Shelley fliggle NAME: Shelley Kiggle
	TITLE: Minicipal Specialist
COUNTY OF BULLES.	
SWORN TO BEFORE ME AND SUBSCRU	BED IN MY PRESENCE THIS 21 DAY DAY DAY NOTARY PUBLIC
NOTE: THIS AFFIDAVECES TO BE R	EPRODUCED ON THE BIDDER'S
LETTERHEAD AND "SIGN SIGNATORY REFORE A NOT	

CITY OF SANDUSKY **BIDDER'S AFFIDAVIT**

NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC. CROSS OUT EITHER PARAGRAPH 3 OR 4, WHICHEVER IS NOT APPLICABLE. IF PARAGRAPH 3 IS NOT CROSSED OUT, EXHIBIT A MUST BE COMPLETED AND ATTACHED TO NAME AND DESCRIBE THE INTERESTS OF ALL RELATED PERSONS.1

> PROJECT NAME (here calo for the year 2021 CONTRACT:

ETHICS CERTIFICATION PURSUANT TO OHIO REVISED CODE SECTIONS 9.24, 102.03, 102.04, 2921.42 AND 3517.13

DIRECTOR OF ENGINEERING SERVICES CITY OF SANDUSKY

BIDDER'S NAME

STATE OF Ohio

The undersigned being duly sworn, deposes and states as follows:

- 1. The undersigned is duly authorized to make the statements herein on behalf of the Bidder.
- No unresolved finding for recovery has been issued against the Bidder by the Auditor of State.
- No official or employee of the City of Sandusky is officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.
- An official or an employee of the City of Sandusky is an officer, director, trustee, shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but
 - the subject of the Contract is necessary supplies or services for the City of a.

Sandusky,

- the supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to the City of Sandusky as part of a continuing course of dealing established prior to the Related Person becoming a City official or employee;
- c. the treatment accorded the City of Sandusky is either preferential to or the same as that accorded other customers of the Bidder in similar transactions:
- d. the entire transaction resulting in the Contract has been conducted at armslength, with full knowledge by the City of the interest of the Related Persons as described in Exhibit A attached hereto; and
- the Related Person has taken no part in the deliberations or decision of the City with respect to the Contract.
- The Bidder is a/an (select one):

☐ Inc	lividual,	partners	hip, or	other	uninco	rporate	d bus	iness s	associatio	n (inclu	ding a
	prof	essional	associat	ion or	ganized	under	Ohio	Revise	d Code	Chapter	1785).
/	esta	te, or true	st.						- J - I	-	
OF Co	rporation	ı organiz	ed and e	visting	under th	e laws	of the	State of	£ 7.00	Shing	ton
🛛 La	bor organ	nization		~							

6. The undersigned hereby affirms that the Bidder and each of the individuals specified in Section 3517.13(I)(3), ORC, (with respect to non-corporate entities and labor organizations) or Section 3517.13(I)(3), ORC, (with respect to corporations) are in full compliance with the political contributions limitations set forth in Sections 3517.13(I) and (J), ORC, as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to Sections 3517.13(AA) and 3517.992(R)(3), ORC. Any contract that contains a falsified certification shall be rescinded.

NAME: Shelley Steve Riggle
(SIGNATURE)

NAME: She/ley Riggle
(PRINTED)

TITLE: Municipal Specialist

COUNTY OF DUTYER SS

Sworn to before me and subscribed in my presence this 24 day of Sept , 20 20

OTARY PUBLIC

CITY OF SANDUSKY BIDDER'S AFFIDAVIT EXHIBIT A

Project Name: <u>Chemic</u>	cals for the calendar year 2021
Contract:	<u> </u>
Bidder's Name: <u>////////////////////////////////////</u>	e Solutions USI clux
Related official/public empl	oyee:
Name:	7 1/0
Title/Position:	NH
Relation to Bidder:	

CITY OF SANDUSKY NON-COLLUSION AFFIDAVIT

COUNTY OF Butler
The undersigned hereby certifies as follows:
The bid to the City of Sandusky, Ohio, submitted by the Bidder on Actober 5, 2020 in accordance with the Contract Documents dated 9/21/2020 (the "Bid") has been prepared by the Bidder without collusion or fraud with any Person.
The Bid is not made in the interest of or on behalf of any undisclosed Person.
(3) The Bear Bid, any Unit Price and any Alternate bid in the Bid have been arrived at interest of without collusion, consultation, communication or agreement, or for the purpose of executing competition as to any matter relating to such Base Bid, Unit Price or Alternate with the Bidder.
This otherwise required by law, the Base Bid, any Unit Price and any Alternate bid in the last been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Base Bid opening, directly or indirectly, to any other Bidder who would have any the Base Bid, Unit Price or Alternate bid.
been made or will be made by the Bidder to induce any other Person to
September 24, 2020 Lerivar Solutions USA clare (Name of Bidder)
By: Milley figge. Signature of person sentiorized to bind the Bidder

STATE OF <u>Ohio</u> COUNTY OF <u>Butle</u>	8	
SWORN TO BEFORE ME AND SUBS	CRIBED II	N MY PRESENCE THIS 24 DAY OF
(Seal)	y	Notary Public

THE THE REAL PROPERTY.

CITY OF SANDUSKY BID GUARANTY AND CONTRACT BOND

(Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

Univar Solutions USA Inc., 4600 Dues Drive, Cincinnati, OH 45246
(Name and Address)
Definitional conditions to the condition of the conditions of t
as Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)
as Surety, are hereby held and firmly bound unto the City of Sandusky, Ohio, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on October 13, 20 20 , to undertake the Project known as:
Chemicals for the Calendar Year 2021
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the
Obligee, incorporating any additive Alternate bids proposals made by the Principal on the date
referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal
sum exceed the amount of Dollars (\$). (If the
above lines are left blank, the penal sum will be the full amount of the Principal's bid,
including additive Alternates. Alternatively, if completed, the amount stated must not be less
than the full amount of the hid including additive Alternates in 1-11-11-11 to A
than the full amount of the bid, including additive Alternates, in dollars and cents. A
PERCENTAGE IS NOT ACCEPTABLE.) For the payment of the penal sum well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors, and assigns.
MANUEL CONTRACTOR OF THE REAL PROPERTY OF THE REAL

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including the bid, Plans, Specifications and details; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest and best Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest and best Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation

shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after written notice of intent to award the Contract executes the Contract Form in accordance with the Contract Documents, including the bid, Plans, Specifications and details, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including the Plans, Specifications and details therefor; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including the Plans and Specifications therefor shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including the Plans and Specifications.

SIGNED This 25th day of September	
PRINCIPAL: Univar Solutions USA Inc.	
BY-	
TITLE: Noelle J. Perkins, SVP & General Counsel	
SURETY: Travelers Casualty and Surety Company of America	SURETY ADDRESS:
	One Tower Square, Bond 5/PB
to -	Street
BY: 1 Valaborials	Hartford, CT 06183
Attorney-in-Faet Misty Wright	City State Zip
	() 925 945-4121
	Telephone Number
	SURETY AGENT'S ADDRESS.
	AON
	Agency Name
	5555 San Felipe, Suite 1500 Street
	EB 600
	Houston, Texas 77056
	City State Zip
	(")832 476-6803
	Telephone Number



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelets Casually and Surety Company of America. Travelets Casually and Surety Company and St. Paul Tire and Manhe Insurance Company are corporations duly organized under the fave of the State of Connecticut Inerein collectively called the Companies"), and that the Companies do hereby make constitute and appoint Misty Wright, of Houston, Texas, their true and tawful Attorney in Fact to sign, execute, seal and acknowledge any and all bonds recognizances conditional undertakings and other writings obligatory in the nature thereof or benefit of the Companies, in their business of guaranteeing the fidelity of parameteeing the performance of contracts and executing or guaranteeing points and imperiations frequired or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF the Companies have caused this instrument to be signed, and their corporate sears to be never affixed, this 3rd day of February 2017.







State of Compensions

City of Hailford ss.

Robert I Reney Settlor Vice President

On this the 3rd day of February 2017 defere the personally appeared Robert L. Raney who acknowledged himself to be the Serior vice President of Travelers Casualty and Surety Company of America Travelers Casualty and St. Paul Fire and Marine Insurance Company and finit he as such, being authorized so to do executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as aduly authorized officer.

In Witness Whereat it beceutto set my hand and officest seat

My Commission expense the 30th day of June, 2021



Manie C Tetreaut Motery Fucilo

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company and St. Paul Fife and Manne Insurance Company which resolutions are now in full force and effect, reading as follows.

RESOLVED, that the Chairman life President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Second Vice President, any Assistant Secretary may appoint Attorneys in Fact and Agents to act for and on benalf of the Company and may give such appointer such authority as his or ber certificate of authority may prescribe to sign with the Company's stame and seal with the Company's seal bonds, recognizances, nontracts of indemnity, and other writings obligatory in the nature of a doord, recognizance; or conditional unidentating, and any of said officers or the Board of Directors at any time may remove any such appointers and revoke the power given nim or feer, and it is

FURITHER RESOLVED, that the Chairman, the President any Vice Chairman, any Executive Vice President, any Sensor Vice President or any Vice. Frequent may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in widing and a copy thereof is filled in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing inbligatory in the relute of a bond, recognizance or conditional undertuking shall be valid and briding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President any Second Vice President, the Treaturer any Assistant Treaturer, the Corporate Secretary or any Assistant Secretary or the cutting executed (under seal if required) by one or more Attorneys in Fact and Agents pursuant to a written delegation of authority, and it is

FURTHER RESOLVED that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President in v. Vice President any Secretary and the sear of the Company may be affixed by fecsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents. Resident Resident Secretaries or Attorneys-in-Fact for purposes only of executing and antesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate beaming such facsimile sear shall be valid and binding upon the Company and any such power so executed and certified by each facsimile sear shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

Kevin E, Hughes the Undersigned Assistant Secretary of Travellers Casualty and Surety Company of America. Travellers Dasitalty and Surety Company and St. Paul Fire and Marine Insurance Company of thereby perify the above and foregoing is a true and correct copy of the Power of Altouriey executed by said Companies which remains in tub force and effect.

Dated that 25th

Beptember

2020







Kevin E Hughes Assistant Secretary

Affective Bate: November 27, 1984 Axpiration Bate: April 1, 2021

State of Phio

Bepartment of Insurance

Certificate of Authority

This is to Certify, that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

NAIC No. 31194

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Accident & Health

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Phio.



Jilhan Jones

Jillian Froment, Director

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

MARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2018

CAPITAL STOCK \$ 6,480,000

ASSETS		DABILITIES & SURPLUS	
CASH AND INVESTED CASH BONDS STOCKS INVESTMENT INCOME DUE AND ACCRUED OTHER INVESTED ASSETS PREMIUM BALANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE SECURITIES LENDING REINVESTED COLLATERAL ASSETS RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES ASSUMED REINSURANCE RECEIVABLE AND PAYABLE OTHER ASSETS	\$ 90,238,215 3,590,864,327 297,433,044 37,250,410 5,986,514 263,364,263 52,134,926 31,203,526 31,732,502 11,831,828 567,398 3,674,968	UNEARNED PREMIUMS LOSSES LOSS ADJUSTMENT EXPENSES COMMISSIONS TAXES, LICENSES AND FEES. OTHER EXPENSES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSLIMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE ADVANCE PREMIUM PAYABLE FOR BECURITIES LENDING CEGED REINSURANCE NET PREMIUMS PAYABLE OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES	\$ 1,076,715,557 772,047,572 174,714,868 46,970,467 14,728,588 43,134,846 12,674,197 17,964,748 26,565,279 826,259 11,482,845 9,837,208 2,140,883 3,752,602 48,059,812 421,937 \$ 2,261,017,456
		CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TO POLICYHOLDERS	\$ 6,480,000 433,803,760 \(\) B87,400,804 \(\) 2,120,684 56a
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,762,020

STATE OF CONNECTICUT

COUNTY OF HARTFORD

88

CITY OF HARTFORD

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - PINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

VICE PRESIDENT - EHANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28TH DAY OF MARCH, 2020



NOTARY PUBLIC

SUSAN M. WEISSLEDER

Notary Public

My Commission Expires November 30, 2022

CERTIFICATE OF ANALYSIS



Univar Solutions 30450 Tracy Road Walbridge, Ohio 43465 PH. 419-666-7880 www.univarsolutions.com

DATE: 8/31/2020 PRODUCT: CAUSTIC SODA 25% PRODUCT GRADE: MEMBRANE **UNIVAR SOLUTIONS PRODUCT CODE: 774791** UNIVAR SOLUTIONS LOT NUMBER: TO20885752 **TEST RESULTS SPECIFICATIONS** VISUAL **PASS CLEAR/SLIGHT HAZE ASSAY** 24.2 23.0 - 27.0**SPECIFIC GRAVITY** 1.265 1.20 - 1.30Univar Solutions death Post (Signature) Scott Post __ (Print Name) Chemist_____ (Job Title) Note:

CERTIFICATE OF ANALYSIS



Univar Solutions 30450 Tracy Road Walbridge, Ohio 43465 PH. 419-668-7880 www.univarsolutions.com

DATE: 09/02/2020

PRODUCT: Caustic Soda 50% (50% Sodium Hydroxide Solution)

PRODUCT GRADE: DIAPHRAM

UNIVAR SOLUTIONS LOT NUMBER: SBLX24111

MANUFACTURER: OLIN

TEST	RESULTS	<u>SPECIFICATIONS</u>
SODIUM HYDROXIDE, %	50.15	49.0 – 51.0
ALKALINITY, %Na2O	38.86	38.0 – 39.5
SODIUM CHLORIDE, %	1.0000	1.1 MAX
SODIUM SULFATE, NaSO4 PPM	225	600 MAX
SODIUM CARBONATE (Na2CO3),%	0.03	0.2 MAX
IRON, Fe PPM	2.1	7 MAX
MERCURY, Hg PPM	<0.002 PPM TYPICAL	NO SPEC

Univar Solutions

<u>dead for</u>	(Signature)
Scott Post	(Print Name)
Chemist	(Job Title)



Note: Maximum Use Level: 100mg/L(50%Sodium Hydroxide). All test data based off manufacturer's certificate of analysis

Sodium Hydroxide (Caustic Soda) is a stable product but its storage life is dependent upon the storage conditions. If the caustic is exposed to air, a change in the product quality will be seen over time, since the caustic soda solution will pick up carbon dioxide to form sodium carbonate (Na₂CO₃) solids. In addition, iron pick up is common in carbon steel storage vessels or in lined carbon steel storage vessels where the liner has been damaged. Therefore, minimizing its exposure to air and its direct contact with iron containing metals will extend the storage life of caustic soda solution.

Please consult the SDS for further information.

Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

QA 6.20 x 2; 03/05/2019

Page 1



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of Wednesday, September 23, 2020 at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?

CompanyName=Univar+Solutions+USA+Inc%2E+DBA+Univar+USA+Inc%2E+&ChemicalName=Sodium+ Hydroxide&PlantState=Ohio+OH&

NSF/ANSI/CAN 60 **Drinking Water Treatment Chemicals - Health Effects**

Univar Solutions USA Inc. DBA Univar USA Inc.

3075 Highland Parkway Suite 200 Downers Grove, IL 60515 **United States** 425-889-3400

Facility: # 2 Distribution Center - Toledo, OH

Sodium Hydroxide

Trade Designation **Product Function** Max Use Caustic Soda 50% **Corrosion Control** 100mg/L pH Adjustment

Sodium Hydroxide 50% **Corrosion Control** 100mg/L

pH Adjustment

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Cincinnati, OH

Sodium Hydroxide

Trade Designation **Product Function** Max Use

Caustic Soda 50% Corrosion & Scale Control 100mg/L

pH Adjustment

Sodium Hydroxide 50% Corrosion & Scale Control 100mg/L

pH Adjustment

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Walbridge, OH

Sodium Hydroxide

Trade Designation Product Function Max Use Caustic Soda 25% Corrosion & Scale Control 200mg/L

pH Adjustment

Caustic Soda 50% Corrosion & Scale Control 100mg/L

pH Adjustment

Sodium Hydroxide 25% Corrosion & Scale Control 200mg/L

pH Adjustment

Sodium Hydroxide 50% Corrosion & Scale Control 100mg/L

pH Adjustment

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Number of matching Manufacturers is 1

Number of matching Products is 8

Processing time was o seconds



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this

CONDINCED GOOD HOT CONTENT FIGHTS ID	The Calmicate Holder in 160 Or 1	such engoisemen	iųsį.						
PRODUCER Aon Risk Services Central, 1	·		CONTACT NAME:						
Philadelphia PA Office	.nc.		PHONE (A/C, No. Ext):	(866) 283-7122	FAX (A/C. No.): 800-363-0101	5			
One Liberty Place 1650 Market Street		E-MAIL ADDRESS:							
Suite 1000				MSURER(S) AFFORDI	NG COVERAGE	NAIC #			
INSURED			INSURER A:	ACE American Insu	rance Company	22667			
Univar Solutions USA Inc. 3075 Highland Parkway			INSURER 8:	Indemnity Insuran	ce Co of North America	43575			
Suite 200			INSURER C:	ACE Fire Underwri	ters Insurance Co.	20702			
Downers Grove IL 60515 USA			INSURER D:	Illinois Union In	surance Company	27960			
			INSURER E:						
	<u> </u>		INSURER F:						
COVERAGES	CERTIFICATE MUMBER.	570093075516	8	95.66	NOW NUMBER.				

	TERRITORIE HOMIDER: 01000010010	ALTISION NUMBER.	
THIS IS TO CERTIFY THAT THE	E POLICIES OF INSURANCE LISTED BELOW HAVE	BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI	IOD
INDICATED. NOTWITHSTANDING	ANY REQUIREMENT, TERM OR CONDITION OF .	ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TI	HIS
CERTIFICATE MAY BE ISSUED	OR MAY PERTAIN, THE INSURANCE AFFORDED	BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM	MS
EXCLUSIONS AND CONDITIONS OF	E SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN RED	DUCED BY PAID CLAIMS	_

	LIMITS	POLICY EXP	POLICY EFF (MM/DD/YYYY)	POLICY NUMBER	SUBR	ADDL	TYPE OF INSURANCE	SR TR
3,000,00	EACH OCCURRENCE \$	06/01/2021	06/01/2020	XSLG71451732			X COMMERCIAL GENERAL LIABILITY	×
1,000,00	DAMAGE TO RENTED PREMISES (Ea occurrence) \$:	tions	ms & condi	SIR applies per policy ter			CLAIMS-MADE X OCCUR	
Exclude	MED EXP (Arry one person)		ļ					
3,000,00	PERSONAL & ADV INJURY \$							
3,000,00	GENERAL AGGREGATE \$						GEN'L AGGREGATE LIMIT APPLIES PER	GE
3,000,00	PRODUCTS - COMPYOP AGG \$						X POLICY PRO- JECT LOC	х
							OTHER:	\bot
5,000,00	COMBINED SINGLE LIMIT \$:	06/01/2021	06/01/2020	ISA H25306582 Commercial Auto			AUTOMOBILE LIABILITY	AL
	BODILY INJURY (Per person)			55			X ANY AUTO	×
	BODILY INJURY (Per accident)						OWNED SCHEDULED	<u> </u>
	PROPERTY DAMAGE (Per accident)						AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY	_
2,000,00	EACH OCCURRENCE \$2		06/01/2020	XCEG27380566007	\vdash		X UMBRELLA LIAB X OCCUR	, ,
2,000,00	AGGREGATE \$	tions	ms & condi	SIR applies per policy ter			EXCESS LIAB CLAIMS MADE	
		1					DED X RETENTION	
	χ PER STATUTE OTH	06/01/2021	06/01/2020	WLRC67459180 AOS			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	
1,000,00	E.L. EACH ACCIDENT \$1	06/01/2021	06/01/2020	WLRC67459222	, ,	N/A	ANY PROPRIETOR / PARTNER / EXECUTIVE N	
1,000,00	E.L. DISEASE-EA EMPLOYEE \$:	, ,		MA			(Mandatory in NH)	(6
1,000,00	E.L. DISEASE-POLICY LIMIT \$						If yes, describe under DESCRIPTION OF OPERATIONS below	Di
]			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is req

CCity of Sandusky, Ohio is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Truckers Liability policies. Named Insured is Self-Insured for Automobile/Truckers Liability physical damage. A Waiver of Subrogation is granted in favor of City of Sandusky, Ohio in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE	HOLDER

CANCELLATION

THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE SHOULD ANY OF EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Aon Prish Services Contral Inc

City of Sandusky, Ohio Department of Public Works 222 Meigs Street Sandusky OH 44870 USA

AGENCY CUSTOMER ID:

570000014538

LOC #:



ADDITIONAL	. KEMAr	(V9 SCHEDOFE	Page _ of _
AGENCY AON Risk Services Central, Inc.		NAMEDINSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570083975516		7	
CARRIER	NAIC CODE		
See Certificate Number: 570083975516		EFFECTIVE DATE:	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACO	RD FORM,		
FORM NUMBER: ACORD 25 FORM TITLE: Certific	ate of Liability Insi	urance	

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD
	certificate form for policy limits

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LO	AUTS
	AUTOMOBILE LIABILITY							
Α				MMT H25306624 Truckers Liability	06/01/2020	06/01/2021	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION					<u> </u>		
С		N/A		SCFC6745926A WI	06/01/2020	06/01/2021		<u> </u>
A		N/A		WCUC67459301 Excess WCCA OH OR,WA SIR applies per policy te		06/01/2021 ons		
								
	,							

RESOLUTION NO. 2020-74

Introduced by: Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS TO PVS NOLWOOD CHEMICALS INC. IN AN AMOUNT NOT TO EXCEED NINE THOUSAND THREE HUNDRED SIXTY AND 00/100 DOLLARS (\$8,320.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City of Sandusky having advertised for bids on behalf of the City of Huron and other entities, has provided a final bid tabulation indicating the lowest and best bid for each chemical and that based on that tabulation, the City Manager is authorized and directed to award the bid and expenditure of funds for the purchase of 4,000 Gallons of Hydrofluosilicic Acid to PVS Nolwood Chemicals Inc. in an amount not to exceed Nine Thousand Three Hundred Sixty and 00/100 dollars (\$9,360.00), bid in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

		Sam Artino, Mayor	
ATTEST:	Clerk of Council	_	
ADOPTED:		_	

BIDDER'S NAME:	PVS Nolwood Chemicals, Inc.
Authorized Signature:	By: VIulatorie
Print Name of Authorized Signatory:	Milisav Bulatovic
Title:	Treasurer
Participant Name (If different from Bidder):	
Company Name:	PVS Nolwood Chemicals, Inc.
Mailing Address:	10900 Harper Avenue
	Detroit, MI 48213
Telephone Number:	313-921-1200
Facsimile Number:	313-571-6765
E-Mail Address:	bids@pvschemicals.com
Where Incorporated:	Michigan
Federal Tax Identification Number:	38-258-1221
Contact Person for Contract processing:	Michael Shardo - Sales Contact
ADDITIONAL SIGNAT	URE FOR JOINT VENTURE
Authorized Signature:	Ву:
Print Name of Authorized Signature:	
Title:	
Participant Name:	
Mailing Address:	
Telephone Number:	
Facsimile Number:	

CITY-BF-6

{00341693.DOC;6}

E-Mail Address:	
Where Incorporated:	
Federal Tax Identification Number:	
Contact Person for Contract processing:	

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

TEM NO.	CHEMICAL DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	Liquid Sodium Permanganate (NaMnO ₄)	12,000 Gallons More or Less	s No bid	\$ No bid
2	Hydroffuosilicic Acid (H ₂ SiF ₆)	17,000 Gallons More or Less	\$ 1.93/GL***	\$. 32,810.00
3	Sodium Hydroxide Liquid (NaOH)	50,000 Gallons More or Less	s No bid	\$ No bid
4	Sodium Hypochlorite (NaOCI)	90,000 Gallons More or Less	s No bid	\$ No bid
5	Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₂) ₂)	101,250 Gallons More or Less/ 550 Wet Tons	s No bid	s No Bld
6	Powdered Activated Carbon (PAC)	123,000 Pounds More or Less	s No bid	s No bid
	Ferrous Chloride Solution (FaC12)	350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe	S No bid	s No bid
<u>7</u> 8	Polymer - Liquid	60,000 Pounds More or Less	š No∈bid	s No bid
. 9	Ferrous Ollorus Solution (Fec. 2)		SCINGIDIA	Seale bid
10	Sodium Aluminate - Uquid	s 15,000 Gallacsi Martin 12 Similarite Ligads and Joseph Spation stores 7,000, Gallacish 1500 Gallaci Totes 1500	No bid ve se	A Na bid
<u> 11</u>	Sodium-Bisulfite Solution (Reductie)	Gallons in La Gallona Plums More or Less 15,000 Gallons in SOU Gallon Total 2,280 Gallons (150) Gallon Plums	No Did	No bill
12	Sodkim Hypothlockia (Nacici)	cooks greath a Gallertains - Horsesses - H	Septe (Septe	SEPTOMES .
. 13 <u></u> 14	Polymer - Uquid Liquid Chlorine (CL ₂)	24,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cyclinder, if applicable	No bid S	s No bid
15	Powdered Activited Carbon (PAC)	8 Tons More or Less	s No.bid	s No bid

Updated 9/22/2020

CITY-BF-2

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

Sodium Hydroxide Liguld (NaOH)	12,000 Gallons More or Less	s No bid	s No bid
Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ CI)	16,000 Gallons More or less	s No bid	s No bid
Hydrofluosilicic Acid (H _z SiF _e)	4,000 Gallons More or Less	\$ 2.34 ****	\$ 9360.00
Liquid Sodium Permanganate (NaMnO ₄)	4,000 Gallons More or Less	s No bid	s No bid
Chlorite (512)	24,000 Pounds More or Less	s No bld	s No bid
Liquid Caustic Soda - 50% NaOH	4,000 Gallons More or Less	s No bid	§ No bid
Hydroflupsilicic Add - 25%	18,000 Pounds More or Less	s No bid	s No bid
Polystuminum Chloride Solution	250,000 Rounds (More or Less	s No bld	s No bid
Liquid Ferrous Chloride	40,000 Gallons More or Less	s Ne bid	s Nobid
Clarifloc CE-1593 Polymen	10 (275 gallón) Tötes More of Less	s Ne bid	s Noted
Sodium Hypochlorite:(NeGCI)	17 (300 gallon) Totes Moreon Less	s No.bit	S Sichier C
Soekum Bisulfite Solution	.15(300)gallon))Traces/More Set Uses	S No bid. Total Amount	s Newbooks 6
Bidder Address: PVS Minibulk, Inc. 10900 H. Telephone Number: 313-921-1200	arper Avenue Detroit MI 48213		
	ss: bids@pvschemicals.com		
	(Al ₂ (OH) ₅ Cl) Hydrofluosilicic Acid (H ₂ SIF ₆) Liquid Sodium Permanganate (NaMnO ₄) Chlorine: (Gl2) Liquid Caustic Soda - 50% NaOH Hydrofluosilicic Acid - 25% Polystumhum Chloride Solution Liquid Ferrous Chloride Clarifloc CE-1593 Polymer Sodium Bisulfite Solution Bidder Name: PVS Nolwood Chemicals, In-Bidder Address: PVS Minibulk, Inc. 10900 H Telephone Number: 313-921-1200	Aluminum Chlorinydrate Polymer Blend - Liquid (Al ₃ (OH) ₃ CI) Hydrofluosilicic Acid (H ₂ SIF ₆) Liquid Sodium Permanganate (NaMinO ₄) 4,000 Gallons More or Less Liquid Sodium Permanganate (NaMinO ₄) 4,000 Gallons More or Less Chlorine (G12) 24,000 Pounds More or Less Liquid Caustic Soda - 50% NaOH 4,000 Gallons More or Less Hydrofluosilicic Acid - 25% 18,000 Pounds More or Less Polystuminum Chloride Solution 250,000 Pounds More or Less Liquid Ferrous Chloride 40,000 Gallons More or Less 250,000 Pounds More or Less Clarifloc CE-1593 Polymer 10 (275 ggillion) Totes More or Less Sodium Pisuifite Solution 17 (300 gallon) Totes More or Less Sodium Pisuifite Solution 15 (300 gallon) Totes More or Less Bidder Name: PVS Nolwood Chemicals, Inc. Bidder Address: PVS Minibulk, Inc. 10900 Harper Avenue Detroit MI 48213 Telephone Number: 313-921-1200 Fax Number: 313-571-6785 Email Address: bids@pvschemicals.com	Sodium Hydrodde Liquid (NsOH) 12,000 Gallons More or Less 5 No bid

Do not leave any boxes blank. If not bidding an item, state in cost box. See specifications for exact details

***Item 2 / 4000 gallon bulk release
**** Item 18 / 1800 gallon bulk release

Updated 9/22/2020 CITY-BF-3

CITY OF SANDUSKY BID GUARANTY AND CONTRACT BOND

(Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

PVS Nolwood	Chemicals, Inc., 10900 Harper Avenue, Detroit, MI 48213
	(Name and Address)
as Principal, and	Hartford Fire Insurance Company,
	(Name of Surety)
penal sum of the doll	held and firmly bound unto the City of Sandusky, Ohio, as Obligee, in the ar amount of the bid submitted by the Principal to the Obligee on, 20 20 , to undertake the Project known as:
	Bid for HFS
Obligee, incorporation referred to above to sum exceed the amount above lines are left including additive at than the full amount PERCENTAGE IS 1	t blank, the penal sum will be the full amount of the Principal's bid, Alternates. Alternatively, if completed, the amount stated must not be less ant of the bid, including additive Alternates, in dollars and cents. A NOT ACCEPTABLE.). For the payment of the penal sum well and truly to jointly and severally bind ourselves, our heirs, executors, administrators,
THE COND named Principal has	TION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-submitted a bid for the above-referenced Project;
fails to enter into a bid. Plans, Specific	REFORE, if the Obligee accepts the bid of the Principal and the Principal proper Contract in accordance with the Contract Documents, including the ations and details; and in the event the Principal pays to the Obligee the ceed 10% of the penal sum hereof, between the amount specified in the bid

and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest and best Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest and best Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation

CITY-CB-1

shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after written notice of intent to award the Contract executes the Contract Form in accordance with the Contract Documents, including the bid, Plans, Specifications and details, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including the Plans, Specifications and details therefor; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including the Plans and Specifications therefor shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including the Plans and Specifications.

SIGNED This 9th day of October	, 20 <u>20</u>	•		
PRINCIPAL: PVS Nolwood Chemicals, Inc.				
BY: Bultoni				
TITLE: _ Milisay Bulatovic Treasurer				
SURETY: Hartford Fire Insurance Company	SURETY A	ADDRESS:		
, is '				
	One Hartfor	d Plaza		
	Street			
Au Il 1	Hartford	СТ	06155	
Attorney-in-Fact	City	State	Zip	
/Bartlomiej Siepierski	() (860) 5	47_5000		
	` /	one Number		
	OF IDETS!	A CUENTERS A F	annece.	
	SURETYA	AGENT'S AI	JUKESS.	
	CSS Speci	alty - Aon Riel	k Services Centra	al inc
	Agency Na		20111000	
		andolph Stree	<u>t</u>	
	Street			
	Chicago	<u>iL</u>	60601	
	City	State	Zip	
	(312) 381-10	00		
		hone Number		

SIGNED This 9th day of October	, 20 20		
PRINCIPAL. PVS Nolwood Chemicals, Inc.			
BY:			
ŢſŢĹĔ:			
SURETY: Hartford Fire Insurance Company	SURETY A	ADDRESS:	
	One Hartford	Plaza	
	Street		
W Am ild	Hartford.	CT	06155
Attorney-in-Fact	City	State	Zip
Bartlomiej Siepierski	() (860) 54	17-5000	
\smile		ne Number	
	SURETY A	GENT'S AE	DDRESS:
	CSS Specia	alty - Aon Risk	Services Central, Inc
	Agency Na	me	
	200 East Ra	andolph Street	i
	Street		
	Chicago	11	60601
	City	State	Zip
	(312) 381-100	000	
	Teleph	one Number	

State of Phio

Department of Insurance

Certificate of Authority

This is to Certify, that

HARTFORD FIRE INSURANCE COMPANY

NAIC No. 19682

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - Physical Damage

Earthquake

Fidefity

Fire

Glass

Group Accident & Health

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Lubility

Private Passenger Auto - Liability

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio



Jelle Jones

Mike DeWine, Governor

Jillian Froment, Director

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2019
Statutory Basis

ASSETS

LIABILITIES

U.S. Government Bonds	\$	840,113,348	Reserve for Claims	\$	
Bonds of Other Governments		121,116,115	and Claim Expense	9,115,928,40	03
State, County Municipal			Reserve for Unearned Premiums	2,117,250,6	71
Miscellaneous Bonds		6,693,259,040	Reserve for Taxes, License		
Stocks		5,951,954,085	and Fees	48,494,58	88
Short Term Investments		319,401,591	Miscellaneous Liabilities	2,001,539,14	49
	\$_	13,925,844,179	Total Liabilities	\$ 13,283,212,8	_
Real Estate	\$	330,748,750	Capital Paid In \$ 55,320,000		
Cash		73,243,912	Surplus 10,675,738,372		
Agents' Balances (Under 90 Day)		2,975,955,651		•	
Other Invested Assets		3,711,124,314	Surplus as regards Policyholders	\$ 10,731,058,3	72
Miscellaneous		2,997,354,377	Total Liabilities, Capital		
Total Admitted Assets	\$_	24,014,271,183	and Surplus	\$ 24,014,271,18	83
STATE OF FLORIDA	3				

SEMINOLE COUNTY
CITY OF LAKE MARY

ss.

Joelle L. LaPierre, Assistant Vice President and Shelby Wiggins, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2019.

Subscribed and sworn to before me this 5th day of March, 2020.

Notary Public

MY

JESSICA CICCONE MY COMMISSION # GG077453 EXPIRES June 20, 2021 Assistant Vice President

Assistant Secretary

POWER OF ATTORNE

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza

Harfford, Connecticut 06155 Bond Claims@thehartford.com

KNOW ALL PERSONS BY THESE PRESENTS THAT:

call. 888-266-3488 or fax. 860-757-5835 Agency Name: AON RISK SERVICES CENTRAL INC

Agency Code: 93-553702

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connections
X	Hartford Casualty Insurance Company, a corporation duly organized under the haws of the State of Indiana
X	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
匚	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duty organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint. up to the amount of Unlimited :

Derek J. Elston, Ann Mullins, Christopher P. Troha, Marcia K. Cesafsky, Jennifer L. Jakaitis, Bartlomiej Siepierski, Aerie Walton of CHICAGO, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by A and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney



John Gray, Assistant Secretary

M Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly swom, did depose and say that he resides in the County of Hanford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument, that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kerhilan They now

My Commission Espires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 10/9/2020 Signed and sealed at the City of Hartford

















Kevin Heckman, Assistant Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 9th day of October, 2020, before me, Derek Elston, a Notary Public, within and for said County and State, personally appeared Bartlomiei Siepierski to me personally known to be the Attorney-in-Fact of and for Hartford Fire Insurance Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL
DEREK ELSTON
NOTARY PUBLIC STATE OF ILLINOIS
COOK
MY COMMISSION EXPIRES 09/08/2022

Affective Pate: September 1, 1810
Expiration Pate: April 1, 2021

State of Phio

Department of Insurance

Certificate of Authority

This is to Certify, that

HARTFORD FIRE INSURANCE COMPANY

NAIC No. 19682

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - Physical Damage

Earthquake

Fidelity

Fire

Glass

Group Accident & Health

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio



Jelian fromes

Jillian Froment, Director

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2019
Statutory Basis

ASSETS

LIABILITIES

U.S. Government Bonds	\$	840,113,348	Reserve for Claims	\$
Bonds of Other Governments		121,116,115	and Claim Expense	9,115,928,403
State, County Municipal			Reserve for Unearned Premiums	2,117,250,671
Miscellaneous Bonds		6,693,259,040	Reserve for Taxes, License	
Stocks		5,951,954,085	and Fees	48,494,588
Short Term Investments		319,401,591	Miscellaneous Liabilities	2,001,539,149
	\$	13,925,844,179	Total Liabilities	\$ 13,283,212,811
Real Estate	\$	330,748,750	Capital Paid In \$ 55,320,000	
Cash		73,243,912	Surplus 10,675,738,372	
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Other Invested Assets		3,711,124,314	Surplus as regards Policyholders	\$ 10,731,058,372
Miscellaneous		2,997,354,377	Total Liabilities, Capital	
Total Admitted Assets	\$_	24,014,271,183	and Surplus	\$ 24,014,271,183

STATE OF FLORIDA SEMINOLE COUNTY CITY OF LAKE MARY

ss

Joelle L. LaPierre, Assistant Vice President and Shelby Wiggins, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2019.

Subscribed and sworn to before me this 5th day of March, 2020.

Notary Public

JESSICA CICCONE MY COMMISSION # GG077453 EXPIRES June 20, 2021 Assistant Vice President

Assistant Secretary

Form CS-19-37 HF printed in U.S.A.

POWER OF ATTORNEY

Direct inquirles/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond, Claims@thehartford.com

KNOW ALL PERSONS BY THESE PRESENTS THAT:

call: 888-268-3488 or fax: 860-757-5835
Agency Name: AON RISK SERVICES CENTRAL INC

	Agency Code: 83-553702
X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Х	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida
	me office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, unt of Unlimited:
	Elston, Ann Mullins, Christopher P. Troha, Marcia K. Cesafsky, Jennifer L. Bartlomiej Siepierski, Aerie Walton of CHICAGO, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by [3], and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

COUNTY OF TRACTIONS

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Kethleen T. Maynurd Notary Public My Commission Expires July 31, 2023

Kartleen T. Waynard

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 10/9/2020 Signed and sealed at the City of Hartford.















Kevin Heckman, Assistant Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

. .

On this 9th day of October, 2020, before me, Derek Elston, a Notary Public, within and for said County and State, personally appeared Bartlomiej Siepierski to me personally known to be the Attorney-in-Fact of and for Hartford Fire Insurance Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL DEREK ELSTON NOTARY PUBLIC, STATE OF ILLINOIS COOK MY COMMISSION EXPIRES 09/08/2022

	PROJECT NAME: Chemicals for year 202
	CONTRACT NO.:
	PERSONAL PROPERTY TAX CERTIFICATION
	REQUIRED BY OHIO REVISED CODE SECTION 5719.042
FINANCE DIRECTOR CITY OF SANDUSKY	
PVS Nolwood Chemicals, Inc.	
BIDDER'S NAME	_
STATE OF Michigan	
COUNTY OF Wayne SS:	
AWARD IS BEING CONSIDERED W.	TES THAT THE BIDDER TO WHOM CONTRACT AS NOT CHARGED WITH ANY DELINQUENT GENERAL TAX LIST OF PERSONAL PROPERTY OHIO AT THE TIME THE BID WAS SUBMITTED TRACT.
	NAME: Beltoni
	NAME: SIGNATURE) Milisav Bulatovic (PRINTED)
,	(PRINTED) TITLB: Treasurer
STATE OF Michigan COUNTY OF Wayne SS:	
SWORN TO BEFORE ME AND S	SUBSCRIBED IN MY PRESENCE THIS 12th DAY
	ELLEM W MADDINEIL
NOTE: THIS AFFIDAVIT IS TO LETTERHEAD AND SIGNATORY BEFORE	O BE REPRODUCED ON THE BIDDER'S SIGNED BY THE APPROPRIATE A NOTARY PUBLIC.

to the control of the

CITY-IB-19

EILEEN MCDONNELL
Notary Public, State of Michigan
Wayne County, Michigan
My Commission Expires Dec 23, 20
Acting in County

CITY OF SANDUSKY BID FORM

Project Name: Chemicals for Calendar Year 2021

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the City Engineer for the above-referenced Project, and the following Addenda:

Addendum No.	Date of Receipt		
None			

The undersigned Bidder proposes to perform all Work for the applicable Project, in accordance with the Contract Documents, for the following sums:

CONTRACT 1. GENERAL CONTRACT

CITY OF SANDUSKY NON-COLLUSION AFFIDAVIT

STATE OF Michigan	
COUNTY OF Wayne } ss:	
The undersigned hereby certifies as follows:	
(1) The bid to the City of Sandusky, Ohio, submitte in accordance with the Contract Documents	
has been prepared by the Bidder without collusion of	
(2) The Bid is not made in the interest of or on beh	alf of any undisclosed Person.
(3) The Base Bid, any Unit Price and any Alternate independently without collusion, consultation, come of restricting competition as to any matter relating t any other Bidder.	munication or agreement, or for the purpose
(4) Unless otherwise required by law, the Base Bid Bid have not been knowingly disclosed by the Bidd Bidder prior to the bid opening, directly or indirectl interest in the Base Bid, Unit Price or Alternate bid	er and will not be knowingly disclosed by the y, to any other Bidder who would have any
(5) No attempt has been made or will be made by t submit or not to submit a bid for the purpose of rest	The state of the s
Date: October 9th, 20 20	PVS Nolwood Chemicals, Inc.
	(Name of Bidder)
	By: Whatone
	Signature of person authorized to bind the Bidder Milisav Bulatovic
	THE DIVIDER MINISTRY BUISTOVIC

STA	TE OF Michigan	
COT	JNTY OF Wayne) ss
SW	ORN TO BEFORE ME	ND SUBSCRIBED IN MY PRESENCE THIS 9th DAY OF
	(seal)	
		Eleen Medonnell
	• "	Notary Public Eileen McDonnell

EILEEN MCDONNELL
Notary Public, State of Michigan
Wayne County, Michigan
My Commission Expires Dec 23, 20 20
Acting in ________County

CITY OF SANDUSKY BIDDER'S AFFIDAVIT #2

CONTRACT NAME: 2021 Chemicals

			ING AND CAMPAIGN ING CERTIFICATION
DIRECTOR OF ENGINEERING SE CITY OF SANDUSKY	RVICES		
PVS Nolwood Chemicals, Inc.			
BIDDER'S NAME			
STATE OF Michigan			
COUNTY OF Wayne	SS:		
The undersigned hereby certif	ies as follows:	:	
 The Bidder is and will remained 121.60 et seq. of the Ohio Revise 	nain in complia ed Code relatin	ance with t	the requirements of Sections 101.70 ing.
2. The Bidder is and will ren Code, Campaign Financing, including respect to non-corporate entities and are in full compliance with divisions	ng that all app labor organiza	olicable pa ations) or ((J)(3) (with respect to corporations)
		NAME:	(SIGNATURE)
			(SIGNATURE) Milisav Bulatovic
		NAME:	(PRINTED)
		TITLE: _	Treasurer

STATE OF Michigan	_
COUNTY OF Wayne	SS:
SWORN TO BEFORE ME DAY OF <u>October</u>	AND SUBSCRIBED IN MY PRESENCE THIS 9th, 20_20
	Ellen McConnell NOTARY PUBLIC Eileen McDonnell

NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC.

EILEEN MCDONNELL
Notary Public, State of Michigan
Wayne County, Michigan
Mv Commission Expires Dec 23, 20 20
Activate Wayne County

CITY OF SANDUSKY BIDDER'S AFFIDAVIT

[NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC. CROSS OUT EITHER PARAGRAPH 3 OR 4, WHICHEVER IS NOT APPLICABLE. IF PARAGRAPH 3 IS NOT CROSSED OUT, EXHIBIT A MUST BE COMPLETED AND ATTACHED TO NAME AND DESCRIBE THE INTERESTS OF ALL RELATED PERSONS.]

PROJECT NAME: _	2021 Chemicals
CONTRACT:	
ETHICS CERTIFIC	ATION PURSUANT TO OHIO
REVISED CODE SI	ECTIONS 9.24, 102.03, 102.04,
2021 42 AND 3517	13

DIRECTOR OF ENGINEERING SERVICES CITY OF SANDUSKY

PVS Nolwood Chemicals, Inc.	
BIDDER'S NAME	
STATE OF Michigan	
COUNTY OF Wayne	SS:

The undersigned being duly sworn, deposes and states as follows:

- 1. The undersigned is duly authorized to make the statements herein on behalf of the Bidder.
- 2. No unresolved finding for recovery has been issued against the Bidder by the Auditor of State.
- 3. No official or employee of the City of Sandusky is officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.
- 4. An official or an employee of the City of Sandusky is an officer, director, trustee, shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but
 - a. the subject of the Contract is necessary supplies or services for the City of

CITY-BA-1

{02436332.DOC;2}

- Sandusky;
- b. the supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to the City of Sandusky as part of a continuing course of dealing established prior to the Related Person becoming a City official or employee;
- c. the treatment accorded the City of Sandusky is either preferential to or the same as that accorded other customers of the Bidder in similar transactions:
- d. the entire transaction resulting in the Contract has been conducted at armslength, with full knowledge by the City of the interest of the Related Persons as described in Exhibit A attached hereto; and
- e. the Related Person has taken no part in the deliberations or decision of the City with respect to the Contract.
- 5. The Bidder is a/an (select one):
- ☐ Individual, partnership, or other unincorporated business association (including a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
- ☐ Corporation organized and existing under the laws of the State of Michigan ______.
 ☐ Labor organization.
- 6. The undersigned hereby affirms that the Bidder and each of the individuals specified in Section 3517.13(I)(3), ORC, (with respect to non-corporate entities and labor organizations) or Section 3517.13(J)(3), ORC, (with respect to corporations) are in full compliance with the political contributions limitations set forth in Sections 3517.13(I) and (J), ORC, as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to Sections 3517.13(AA) and 3517.992(R)(3), ORC. Any contract that contains a falsified certification shall be rescinded.

	NAME:	(SIGNATURE)	
	NAME:		where white
		(PRINTED)	
STATE OF Michigan	TITLE:	Treasurer	
STATE OF			
COUNTY OF Wayne	SS:		
Sworn to before me and subscribed	in my presence	Sileen M	20 20 CAMPELL IT McDennell
		NOTAKTI ODLIC Ellee	III WULLDAMIEII

CITY-BA-2

{02436332.DOC;2}

CITY OF SANDUSKY BIDDER'S AFFIDAVIT EXHIBIT A

Project Name: _	2021 Chemicals
Contract:	
	PVS Nolwood Chemicals, Inc.
Related official/	public employee:
Name:	None.
Title/Pos	sition:
Relation	to Bidder:

Revision Date 09/03/2019

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product identifier

Trade name

FLUOROSILICIC ACID, 23-25%

- Synonyms

Hydrofluorosilicic acid, Fluorosilicic acid, Hydrofluosilicic acid, Flousilicic acid,

HFS. FSA

1.2 Relevant identified uses of the substance or mixture and uses advised against

Uses of the Substance / Mixture

- Chemical intermediate
- Water treatment

10900 Han Detroit, i	CHEMICALS, INC. Per Avenue
PVS ITEM#	PVS SDS#
10327	0313

CONTROLLED DOCUMENT

IF STAMPED IN RED

1.3 Details of the supplier of the safety data sheet

Company

SOLVAY FLUORIDES, LLC 3737 Buffalo Speedway, Suite 800, Houston, TX 77098 USA

Tel: 800-515-6065

1.4 Emergency telephone

FOR EMERGENCIES INVOLVING A SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT, CONTACT CHEMTREC (24-Hour Number): 800-424-9300 within the United States and Canada, or 703-527-3887 for international collect calls.

SECTION 2: Hazards identification

Although OSHA has not adopted the environmental portion of the GHS regulations, this document may include information on environmental effects.

2.1 Classification of the substance or mixture

HCS 2012 (29 CFR 1910.1200)

Acute toxicity, Category 4 Acute toxicity, Category 4

Acute toxicity, Category 3

Skin corrosion, Category 1

Serious eye damage, Category 1

H302: Harmful if swallowed. H332: Harmful if inhaled.

H311: Toxic in contact with skin.

H314: Causes severe skin burns and eye damage.

H318: Causes serious eye damage.

2.2 Label elements

HCS 2012 (29 CFR 1910.1200)

Pictogram





Signal Word - Danger

P01000028861

Version: 1.10 / US (28)



Revision Date 09/03/2019

Hazard Statements

H302 + H332 Harmful if swallowed or if inhaled.

H311 Toxic in contact with skin.

H314 Causes severe skin burns and eye damage.

Precautionary Statements

Prevention

P261 Avoid breathing dust/ fume/ gas/ mist/ vapors/ spray.

P264 Wash skin thoroughly after handling.

P270 Do not eat, drink or smoke when using this product. P271 Use only outdoors or in a well-ventilated area.

P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/doctor if you feel unwell. Rinse mouth.

P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with

water/shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Immediately call a POISON CENTER/doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if

present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.

P362 Take off contaminated clothing and wash before reuse.

Storage

P405 Store locked up.

Disposal

 P501 Dispose of contents/ container to an approved waste disposal plant.

2.3 Other hazards which do not result in classification

None identified

SECTION 3: Composition/information on ingredients

3.1 Substance

Not applicable, this product is a mixture.

3.2 Mixture

Synonyms Hydrofluorosilicic acid, Fluorosilicic acid, Hydrofluosilicic acid, Flousilicic acid,

HFS. FSA

Hazardous Ingredients and Impurities

Chemical name	Identification number CAS-No.	Concentration [%]
Silicate(2-), hexafluoro-, hydrogen (1:2)	16961-83-4	>= 23 - <= 25
Hydrofluoric acid	7664-39-3	<= 1

The specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret.

SECTION 4: First aid measures

4.1 Description of first-aid measures

General advice

HF exposures are unique. Serious and potentially life threatening effects can occur immediately or up to 24 hours

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after exposure.

- Always decontaminate exposure victims before applying first aid or medical treatment.
- Rescuers should wear PPE during rescue and decontamination of victims.
- First aid providers should wear gloves when touching exposed areas or applying calcium gluconate get to victims.
- In case of splashes to eyes and face, treat eyes first.
- Always seek medical attention if exposed to HF.

In case of inhalation

- Move to fresh air.
- Get immediate medical advice/ attention.
- Administer oxygen by mask at a rate of 12 liters/minute.
- Nebulize 2.5% calcium gluconate solution for 15 to 20 minutes minimum or until the victim reaches medical attention.
- If calcium gluconate is not available, administer oxygen as above until the victim reaches medical attention.
- If respiratory assistance is needed, use indirect methods such as "microshilds" or "AMBU" bag. Do not give mouth
 to mouth resuscitation.
- If exposed to HF vapor, expect to see skin and eye exposure. Follow the decontamination and first aid procedures for skin and eye exposure.
- Be aware to maintain life support if necessary.

in case of skin contact

- In case of HF exposure to skin, go to the nearest source of water or safety shower. Turn water on.
- While washing, remove all clothing, shoes and jewelry.
- Finally, while closing eyes and facing the water flow, remove goggles or respirator face mask.
- HF-resistant gloves should be worn while touching contaminated skin.
- Wash the exposed areas for 5 minutes maximum if first aid treatments are immediately available. Otherwise continue to wash until first aid treatments are available.
- Immediately apply calcium gluconate gel 2.5% and massage into the affected area; continue to massage while repeatedly applying gel until 15 minutes after pain is relieved.
- If fingers/finger nails are touched, even if there is no pain, dip them in a bath of 2.5% calcium gluconate for 15 to 20 minutes.
- Seek medical attention as soon as possible. During transportation to a medical facility or while waiting for a
 physician to see victim, it is extremely important to continue messaging calcium gluconate gel.
- Be aware to maintain life support if necessary.

In case of eye contact

- Decontamination: Go to the nearest eye wash or clean source of water, open the water valve. Have a trained
 person remove contact lenses if present (contact lenses should be prohibited), put your eye(s) in the water flow and
 hold eyelids open while flushing.
- After flushing, imigate eyes with 1% calcium gluconate solution using a nasal cannula cinched over the bridge of the nose. Dispense 1000 cc of calcium gluconate solution in a continuous flush for a minimum period of 15 minutes, or if necessary until medical aid is available.
- During transportation to a medical facility or while waiting for a physician to see the victim, it is extremely important to continue the calcium gluconate irrigation.
- Always obtain specialized medical evaluation & treatment as soon as possible.
- Be aware to maintain life support if necessary.

In case of ingestion

- If HF has been ingested, the victim should be immediately transported to a medical facility.
- Do NOT Induce vomiting.
- If the victim is able to swallow, give oral calcium containing antacids or solution. The recommended antidote is calcium gluconate. However, if no calcium gluconate is at hand, the oral administration of small and limited amount of milk or water might be considered if it's consistent with local practice.
- Be aware to maintain life support if necessary.

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4.2 Most important symptoms and effects, both acute and delayed

In case of skin contact

Symptoms

- Causes severe burns.
- metabolic imbalances
- Life threatening cardiac arrhythmia

Effects

- HF penetrate very fast any tissue it comes in contact with, and do not remain on its surface.
- Initially, the substances will be locally burning, and afterwards they will penetrate into deeper tissues and might cause the following significant complications:
- In case of lower concentrations, symptoms can be delayed and might appear even 48h after the exposure.
- It is completely absorbed into the body, where it causes acute and severe toxic systemic effects, mainly attributable
 to a rapid development of serum hypocalcaemia and hypomagnesaemia and to enzymes blocking.

In case of eye contact

Symptoms

- Causes severe burns.
- Blindness

Effects

- HF penetrate very fast any tissue it comes in contact with, and do not remain on its surface.
- Initially, the substances will be locally burning, and afterwards they will penetrate into deeper tissues and might cause the following significant complications:
- In case of lower concentrations, symptoms can be delayed and might appear even 48h after the exposure.
- It is completely absorbed into the body, where it causes acute and severe toxic systemic effects, mainly attributable
 to a rapid development of serum hypocalcaemia and hypomagnesaemia and to enzymes blocking.

In case of Inhalation

Symptoms

- Causes severe burns.
- metabolic imbalances
- pulmonary edema
- Life threatening cardiac arrhythmia

Effects

- Initially, the substances will be locally burning, and afterwards they will penetrate into deeper tissues and might cause the following significant complications:
- In case of lower concentrations, symptoms can be delayed and might appear even 48h after the exposure.
- It is completely absorbed into the body, where it causes acute and severe toxic systemic effects, mainly attributable
 to a rapid development of serum hypocalcaemia and hypomagnesaemia and to enzymes blocking.

In case of ingestion

Effects

- In case of lower concentrations, symptoms can be delayed and might appear even 48h after the exposure.
- It is completely absorbed into the body, where it causes acute and severe toxic systemic effects, mainly attributable to a rapid development of serum hypocalcaemia and hypomagnesaemia and to enzymes blocking.

4.3 Indication of any immediate medical attention and special treatment needed

no data available

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SECTION 5: Firefighting measures

Flash point

Not applicable

Autoignition temperature

Not applicable

Flammability / Explosive limit

No data available

5.1 Extinguishing media

Suitable extinguishing media

- Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media

- None.

5.2 Special hazards arising from the substance or mixture

Specific hazards during fire fighting

- The product is not flammable.
- Not combustible.
- Heating can release hazardous gases.
- Gives off hydrogen by reaction with metals.

Hazardous combustion products:

- Hydrogen
- Hydrogen fluoride

5.3 Advice for firefighters

Special protective equipment for fire-fighters

- Wear self-contained breathing apparatus and protective suit.
- Fire fighters must wear fire resistant personnel protective equipment.
- Wear chemical resistant oversuit
- Protect intervention team with a water spray as they approach the fire.

Further information

- Cool containers/tanks with water spray.
- Approach from upwind.
- Suppress (knock down) gases/vapors/mists with a water spray jet.
- After the fire, proceed rapidly with cleaning of surfaces exposed to the fumes in order to limit equipment damage.

SECTION 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

Advice for non-emergency personnel

- Prevent further leakage or spillage if safe to do so.
- Keep away from incompatible products

Advice for emergency responders

Approach from upwind.

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- Isolate the area.
- Wear self-contained breathing apparatus in confined spaces, in cases where the oxygen level is depleted, or in case of significant emissions.
- Suppress (knock down) gases/vapors/mists with a water spray jet.
- Avoid spraying the leak source.
- Ventilate the area.

6.2 Environmental precautions

- Should not be released into the environment.
- If the product contaminates rivers and lakes or drains inform respective authorities.

6.3 Methods and materials for containment and cleaning up

- Dam up.
- Soak up with inert absorbent material.
- Prevent product from entering sewage system.
- Dilute with water.
- Contact with water may produce heat release and presents risks of splashing.
- When diluting, always add the product to water. Never add water to the product.
- Neutralize with the following product(s):
- soda ash
- lime
- Keep in properly labeled containers.
- Keep in suitable, closed containers for disposal.

6.4 Reference to other sections

- Refer to protective measures listed in sections 7 and 8.

SECTION 7: Handling and storage

7.1 Precautions for safe handling

- Used in closed system
- Handle small quantities under a lab hood.
- Use only in well-ventilated areas.
- Use only equipment and materials which are compatible with the product.
- Preferably transfer by pump or gravity.
- For further information, please contact:
- Manufacturer, importer, supplier
- Keep away from incompatible products

Hygiene measures

- Ensure that eyewash stations and safety showers are close to the workstation location.
- Take off contaminated clothing and shoes immediately.
- Wash contaminated clothing before re-use.
- May not get in touch with:
- Leather
- Handle in accordance with good industrial hygiene and safety practice.

7.2 Conditions for safe storage, including any incompatibilities

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Technical measures/Storage conditions

- Do not freeze.
- Keep container tightly closed.
- Keep in a cool, well-ventilated place.
- Keep away from heat.
- Keep in a contained area
- Information about special precautions needed for bulk handling is available on request.
- Provide tight electrical equipment well protected against corrosion.
- For personal protection see section 8.
- Keep away from:
- Incompatible products

Packaging material

Sultable material

- Plastic materials.
- Coated steels.

Unsultable material

- glass

7.3 Specific end use(s)

- Contact your supplier for additional information

SECTION 8: Exposure controls/personal protection

Introductory Remarks: These recommendations provide general guidance for handling this product. Because specific work environments and material handling practices vary, safety procedures should be developed for each intended application. Assistance with selection, use and maintenance of worker protection equipment is generally available from equipment manufacturers.

8.1 Control parameters

Components with workplace occupational exposure limits

Components	Value type	Value	Basis
Silicate(2-), hexafluoro-, hydrogen (1:2)	TWA	2.5 mg/m3	Occupational Safety and Health Administration - Table Z-1 Limits for Air Contaminants
	CAS number	varies with compo	oundExpressed as :Fluorine
Silicate(2-), hexafluoro-, hydrogen (1:2)	TWA	2.5 mg/m3	American Conference of Governmental Industrial Hygienists
	Expressed as	:Fluorine	
Silicate(2-), hexafluoro-, hydrogen (1:2)	PEL	2.5 mg/m3	
	Expressed as :Fiuorine		
Hydrofluoric acid	TWA	3 ppm 2.5 mg/m3	National Institute for Occupational Safety and Health
Hydrofluoric acid	C	6 ppm 5 mg/m3	National Institute for Occupational Safety and Health
	15 minute ceit	i ing value	1

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Hydrofluoric acid	TWA	3 ррт	Occupational Safety and Health Administration - Table Z-2
	Z37.28-1969		
Hydrofluoric acid	TWA	0.5 ppm	American Conference of Governmental Industrial Hygienists
	Danger of cu Expressed as	itaneous absorption: Fluorine	on
Hydrofluoric acid	С	2 ppm	American Conference of Governmental Industrial Hygienists
	Danger of cu Expressed as	itaneous absorption	on
Hydrofluoric acid			Occupational Safety and Health Administration - Table Z-1 Limits for Air Contaminants
	See Table Z-2	Expressed as :Fluo	rine
Hydrofluoric acid	PEL	0.4 ppm 0.33 mg/m3	
	SkinExpresse	d as :Fluorine	
Hydrofluoric acid	STEL	1 ppm 0.83 mg/m3	
	SkinExpresse	i d as :Fluorine	1

NIOSH IDLH (Immediately Dangerous to Life or Health Concentrations)

Components	CAS-No.	Concentration
Hydrofluoric acid	7664-39-3	30 ppm

Biological Exposure Indices

Components	Value type	Value	Basis
Silicate(2-), hexafiuoro-, hydrogen (1:2)	BEI	2 mg/l Fluoride Urine Prior to shift (16 hours after exposure ceases)	American Conference of Governmental Industrial Hygienists
Silicate(2-), hexafluoro-, hydrogen (1:2)	BEI	3 mg/l Fluoride Urine End of shift (As soon as possible after exposure ceases)	American Conference of Governmental Industrial Hygienists
Hydrofluoric acid	BEI	2 mg/l Fluoride Urine Prior to shift (16 hours after exposure ceases)	American Conference of Governmental Industrial Hygienists

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Hydrofluoric acid	BEI	3 mg/l Fluoride Urine End of shift (As soon as possible after exposure ceases)	American Conference of Governmental Industrial Hygienists	
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8.2 Exposure controls

Control measures

Engineering measures

- Provide adequate ventilation.
- Apply technical measures to comply with the occupational exposure limits.

Individual protection measures

Respiratory protection

- Use respirator when performing operations involving potential exposure to vapor of the product.
- Respirator with a full face mask.
- Respirator with combination filter for vapor/particulate (EN 141)
- In case of decomposition (see section 10), face mask with combined type B-P3 cartridge.
- In the case of dust or aerosol formation use respirator with an approved filter.
- Self-contained breathing apparatus in confined spaces/insufficient oxygen/in case of large uncontrolled emissions/in all circumstances when the mask and cartridge do not give adequate protection.
- Use only respiratory protection that conforms to international/ national standards.
- Use NIOSH approved respiratory protection.
- Self-contained breathing apparatus in case of: 1) large uncontrolled emissions, 2) insufficient oxygen, 3) the mask and cartridge do not give adequate protection.

Hand protection

- Take note of the information given by the producer concerning permeability and break through times, and of special workplace conditions (mechanical strain, duration of contact).
- Protective gloves impervious chemical resistant:

Suitable material

Copolymer VF2-HFP (fluoroelastomer)

Eye protection

- Chemical resistant goggles must be worn.
- Face-shield

Skin and body protection

- Impervious clothing
- Do not wear leather shoes.
- If splashes are likely to occur, wear:
- butyl-rubber
- Boots

Hygiene measures

- Ensure that eyewash stations and safety showers are close to the workstation location.
- Take off contaminated clothing and shoes immediately.
- Wash contaminated clothing before re-use.
- May not get in touch with:
- Leather
- Handle in accordance with good industrial hygiene and safety practice.

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SECTION 9: Physical and chemical properties

Physical and Chemical properties here represent typical properties of this product. Contact the business area using the Product information phone number in Section 1 for its exact specifications.

9.1 Information on basic physical and chemical properties

Appearance

Physical state:

liquid

Color:

colorless

Odor

pungent

Odor Threshold

No data available

pН

1.0 (100 g/l)

Melting point/freezing point

Freezing point: < 4.1 °F (< -15.5 °C)

Initial boiling point and boiling range

Boiling point/boiling range:

Thermal decomposition: yes

Not applicable

Flash point

Not applicable

Evaporation rate (Butylacetate = 1)

No data available

Flammability (solid, gas)

Not applicable

Flammability (liquids)

The product is not flammable.

Flammability / Explosive limit

Explosiveness:

With certain materials (see section 10).

Autoignition temperature

Not applicable

Vapor pressure

22.50 mmHg (30 hPa) (68 °F (20 °C))

Vapor density

> 1 (68 °F (20 °C))

Density

Bulk density: Not applicable

Relative density

1.27 (68 °F (20 °C))

30 % solution

Solubility

Water solubility:

soluble

Partition coefficient: n-octanol/water

Not applicable

Decomposition temperature

No data available

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Viscosity

Viscosity, dynamic:

6.5 mPa.s (68 °F (20 °C))

30 % solution

Explosive properties
Oxidizing properties

No data available

Not considered as oxidizing.

9.2 Other information

No data available

SECTION 10: Stability and reactivity

10.1 Reactivity

- Risk of violent reaction.
- Risk of explosion.

10.2 Chemical stability

- Stable under recommended storage conditions.
- Corrosive in contact with metals
- Gives off hydrogen by reaction with metals.
- Risk of violent reaction.
- Risk of explosion.

10.3 Possibility of hazardous reactions

- Reacts violently with water., Corrosive in contact with metals, Gives off hydrogen by reaction with metals.

10.4 Conditions to avoid

- To avoid thermal decomposition, do not overheat.

10.5 Incompatible materials

- glass
- Strong oxidizing agents
- Metals

10.6 Hazardous decomposition products

- Hydrogen
- Hydrogen fluoride

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SECTION 11: Toxicological Information

11.1 Information on toxicological effects

Acute toxicity

Acute oral toxicity

Silicate(2-), hexafluoro-, hydrogen (1:2)

study scientifically unjustified

Corrosive

Acute Inhalation toxicity

Silicate(2-), hexafluoro-, hydrogen (1:2)

study scientifically unjustified

Corrosive

Acute dermal toxicity

Silicate(2-), hexafluoro-, hydrogen (1:2)

study scientifically unjustified

Corrosive

Acute toxicity (other routes of

administration)

No data available

Skin corresion/irritation

Silicate(2-), hexafluoro-, hydrogen (1:2) Corrosive

Serious eye damage/eye irritation

Silicate(2-), hexafluoro-, hydrogen (1:2) Corrosive

Respiratory or skin sensitization

Silicate(2-), hexafluoro-, hydrogen (1:2)

study scientifically unjustified

Corrosive

Mutagenicity

Genotoxicity in vitro

Silicate(2-), hexafluoro-, hydrogen (1:2)

Ames test

Strain: Salmonella typhimurium with and without metabolic activation

negative

Method: OECD Test Guideline 471

Genotoxicity in vivo

Silicate(2-), hexafluoro-, hydrogen (1:2)

Test substance: Sodium fluoride

In vivo tests did not show mutagenic effects

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Carcinogenicity

Silicate(2-), hexafluoro-, hydrogen

By analogy

(1:2)

Rat

Mouse

Oral

Exposure time: Prolonged exposure

NOAEL: 175ppm

Test substance: Sodium fluoride

drinking water

No carcinogenic effects have been observed

This product does not contain any ingredient designated as probable or suspected human carcinogens by:

NTP

IARC

OSHA

Toxicity for reproduction and development

Toxicity to reproduction / fertility

Silicate(2-), hexafluoro-, hydrogen (1:2) By analogy

Two-generation study - Rat, male and female, Oral

Fertility NOAEL Parent: 10 mg/kg

Fertility NOAEL F1: 10 mg/kg

Test substance, Sodium fluoride, drinking water, The product is not considered to

affect fertility.

Developmental Toxicity/Teratogenicity

Silicate(2-), hexafluoro-, hydrogen (1:2) By analogy

Rat

Rabbit

. Oral

Teratogenicity NOAEL:14mg/kg

Test substance, Sodium fluoride, drinking water, The product is not considered to

be toxic for development.

STOT

STOT-single exposure

Silicate(2-), hexafluoro-, hydrogen (1:2) The substance or mixture is not classified as specific target organ toxicant, single

exposure according to GHS criteria.

STOT-repeated exposure

Silicate(2-), hexafluoro-, hydrogen (1:2) The substance or mixture is not classified as specific target organ toxicant,

repeated exposure according to GHS criteria.

Silicate(2-), hexafluoro-, hydrogen (1:2) By analogy

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Oral - Mouse, male and female

LOAEL: 50 ppm

Test substance: Sodium fluoride

Target Organs: Skeleton

By analogy

Inhalation 90-day - Rat , male and female

NOAEC: 0.72 mg/m3

Test substance: Hydrogen fluoride

Target Organs: Respiratory Tract, Bone, Teeth, Kidney

Experience with human exposure No data available

Aspiration toxicity No data available

SECTION 12: Ecological information

12.1 Toxicity

Aquatic Compartment

Acute toxicity to fish

Silicate(2-), hexafluoro-, hydrogen (1:2) LC50 - 96 h: 50 mg/l - Lepomis macrochirus (Bluegill sunfish)

static test

Fresh water

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Acute toxicity to daphnia and other aquatic invertebrates

Silicate(2-), hexafluoro-, hydrogen (1:2) By analogy

EC50 - 48 h: 26 mg/l - Daphnia magna (Water flea)

static test

Test substance: Sodium fluoride

Fresh water

By analogy

EC50 - 96 h: 10.5 mg/l

static test

Test substance: Sodium fluoride

Marine species salt water

Toxicity to aquatic plants

Silicate(2-), hexafluoro-, hydrogen (1:2) By analogy

EC50 - 96 h: 43 mg/l - algae

static test

Test substance: Sodium fluoride

Fresh water Sea water

By analogy

EC50 - 96 h: 81 mg/l - algae

static test

Test substance: Sodium fluoride

Fresh water Sea water

By analogy

NOEC - 7 Days: 50 mg/l - algae

static test

Test substance: Sodium fluoride

Fresh water Sea water

Toxicity to microorganisms

No data available

Chronic toxicity to fish

Silicate(2-), hexafluoro-, hydrogen (1:2) By analogy

NOEC: 4 mg/l - 21 Days - Oncorhynchus mykiss (rainbow trout)

static test

Test substance: Sodium fluoride

Fresh water

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Chronic toxicity to daphnia and other aquatic invertebrates

Silicate(2-), hexafluoro-, hydrogen (1:2) By analogy

NOEC: 8.9 mg/l - 21 Days - Daphnia magna (Water flea)

static test

Test substance: Sodium fluoride

Fresh water

12.2 Persistence and degradability

Abiotic degradation

No data available

Stability in water

Silicate(2-), hexafluoro-, hydrogen (1:2)

Water/soil

ionization/neutralization,

Water/soil

complexation/precipitation of inorganic materials,

Physical- and photo-chemical

elimination

No data available

Biodegradation

Biodegradability

Silicate(2-), hexafluoro-, hydrogen (1:2)

The methods for determining biodegradability are not applicable to inorganic

substances.

12.3 Bioaccumulative potential

Partition coefficient: n-octanol/water

Silicate(2-), hexafluoro-, hydrogen

(1:2)

Not applicable, inorganic substance

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Bioconcentration factor (BCF)

Silicate(2-), hexafluoro-, hydrogen (1:2) Does not bioaccumulate.

12.4 Mobility in soil

Adsorption potential (Koc)

Silicate(2-), hexafluoro-, hydrogen (1:2)

Air

mobility as solid aerosols

Solubility(ies) Water Mobility

Soil/sediments potential adsorption

pΗ

Test substance fluoride

Known distribution to environmental

compartments

No data available

12.5 Results of PBT and vPvB assessment

Not applicable, mixture of inorganic substances

12.8 Other adverse effects

Ecotoxicity assessment

Short-term (acute) aquatic hazard

According to the available data on the components

No acute environmental hazard identified.

According to the classification criteria for mixtures.

Unpublished reports
Published data

Long-term (chronic) aquatic hazard

According to the available data on the components No chronic environmental hazard identified. According to the classification criteria for mixtures.

Unpublished reports Published data

SECTION 13: Disposal considerations

13.1 Waste treatment methods

Product Disposal

- In accordance with local and national regulations.
- Refer to manufacturer/supplier for information on recovery/recycling.

Waste Code

- Environmental Protection Agency
- Hazardous Waste YES
- RCRA Hazardous Waste (40 CFR 302)
- D002 Corrosive waste (C)

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Advice on cleaning and disposal of packaging

- Clean container with water.
- The empty and clean containers are to be reused in conformity with regulations.
- To avoid treatments, as far as possible, use dedicated containers.

SECTION 14: Transport information

Transportation status: IMPORTANT! Statements below provide additional data on listed transport classification.

The fisted Transportation Classification does not address regulatory variations due to changes in package size, mode of shipment or other regulatory descriptors.

DOT

14.1 UN number	UN 1778
14.2 Proper shipping name	FLUOROSILICIC ACID
14.3 Transport hazard class Label(s)	8 8
14.4 Packing group Packing group ERG No	II 154
14.5 Environmental hazards Marine poliutant	NO

<u>TDG</u>

14.1 UN number	UN 1778
14.2 Proper shipping name	FLUOROSILICIC ACID
14.3 Transport hazard class Label(s)	8 8
14.4 Packing group Packing group ERG No	II 154
14.5 Environmental hazards Marine pollutant	NO

NOM

14.1 UN number	UN 1778
14.2 Proper shipping name	FLUOROSILICIC ACID
14.3 Transport hazard class Label(s)	8 8

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14.4 Packing group

Packing group **ERG No**

II 154

14.5 Environmental hazards

Marine pollutant

NO

IMDG

14.1 UN number

UN 1778

14.2 Proper shipping name IMDG Code segregation group FLUOROSILICIC ACID

Acids (SGG1)

14.3 Transport hazard class

Label(s)

8 8

14.4 Packing group

Packing group

H

14.5 Environmental hazards

Marine pollutant

NO

14.6 Special precautions for user

EmS

F-A, S-B

For personal protection see section 8.

14.7 Transport in bulk vessels according to IMO instruments

No data available

IATA

14.1 UN number	UN 1778
14.1 UN NUMBER	UN 1778

14.2 Proper shipping name

FLUOROSILICIC ACID

14.3 Transport hazard class

Label(s):

8 8

14.4 Packing group

Packing group

Ił

Packing instruction (cargo aircraft)

855 30.00 L

Max net qty / pkg Packing instruction (passenger aircraft)

851

Max net qty / pkg

1.00 L

14.5 Environmental hazards

NO

14.6 Special precautions for user

For personal protection see section 8.

Note: The above regulatory prescriptions are those valid on the date of publication of this sheet. Given the possible evolution of transportation regulations for hazardous materials, it would be advisable to check their validity with your sales office.

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SECTION 15: Regulatory information

15.1 Notification status

inventory Information	Status
United States TSCA Inventory	- Listed on Inventory
Canadian Domestic Substances List (DSL)	- Listed on Inventory
Australia Inventory of Chemical Substances (AICS)	- Listed on Inventory
Japan. CSCL - Inventory of Existing and New Chemical Substances	- Listed on Inventory
Korea. Korean Existing Chemicals Inventory (KECI)	- Listed on Inventory
China. Inventory of Existing Chemical Substances in China (IECSC)	- Listed on Inventory
Philippines Inventory of Chemicals and Chemical Substances (PICCS)	- Listed on Inventory
Taiwan Chemical Substance Inventory (TCSI)	- Listed on Inventory
EU. European Registration, Evaluation, Authorisation and Restriction of Chemical (REACH)	- When purchased from a Solvay legal entity based in the EEA ("European Economic Area"), this product is compliant with the registration provisions of the REACH Regulation (EC) No. 1907/2006 as all its components are either excluded, exempt, and/or registered. When purchased from a legal entity outside of the EEA, please contact your local representative for additional information.

15.2 Federal Regulations

US. EPA EPCRA SARA Title III

SARA HAZARD DESIGNATION SECTIONS 311/312 (40 CFR 370)

Acute toxicity (any route of exposure)	Yes
Skin corrosion or irritation	Yes
Serious eye damage or eye irritation	Yes

The categories not mentioned are not relevant for the product.

Section 313 Toxic Chemicals (40 CFR 372.65)

The following components are subject to reporting levels established by SARA Title III. Section 313:

Components	CAS-No.	Concentration
Hydrofluoric acid	7664-39-3	<= 1%

Components	CAS-No.	Threshold planning quantity	Remarks
Hydrofluoric acid	7664-39-3	100 lb	

Section 302 Emergency Planning Extremely Hazardous Substance Reportable Quantity (40 CFR 355)

P01000028861

Version: 1.10 / US (Z8)



Revision Date 09/03/2019

Components	CAS-No.	Reportable quantity
Hydrofluoric acid	7664-39-3	100 lb

Section 304 Emergency Release Notification Reportable Quantity (40 CFR 355)

Components	CAS-No.	Reportable quantity
Hydrofluoric acid	7664-39-3	100 lb

US. EPA CERCLA Hazardous Substances and Reportable Quantities (40 CFR 302.4)

Components	CAS-No.	Reportable quantity
Hydrofluoric acid	7664-39-3	100 lb

15.3 State Regulations

US. California Safe Drinking Water & Toxic Enforcement Act (Proposition 65)

This product does not contain any chemicals known to the State of California to cause cancer, birth, or any other reproductive defects.

SECTION 16: Other information

Further information

Distribute new edition to clients

- Update

Date Prepared: 09/03/2019

Key or legend to abbreviations and acronyms used in the safety data sheet

- C Ceiling limit

PEL Permissible exposure limit
 STEL Short term exposure limit
 TWA 8-hour, time-weighted average

- ACGIH American Conference of Governmental Industrial Hygienists

OSHA Occupational Safety and Health Administration

- NTP National Toxicology Program

- IARC International Agency for Research on Cancer

NIOSH National Institute for Occupational Safety and Health

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information, and belief at the date of its publication. Such information is only given as a guidance to help the user handle, use, process, store, transport, dispose, and release the product in satisfactory safety conditions and is not to be considered as a warranty or quality specification. It should be used in conjunction with technical sheets but do not replace them. Thus, the information only relates to the designated specific product and may not be applicable if such product is used in combination with other materials or in any other manufacturing process, unless otherwise specifically indicated. It does not release the user from ensuring he is in conformity with all regulations linked to its activity.

P01000028861

Version: 1.10 / US (Z8)



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Characterisi Characterisi	100 (Units			•	
Assay		% (m)	Value 23.97	Specificati 23.00 - 25.	00 00	
Color		APHA	13.0	23.00 - 25. < = 100.		
HF		% (m)	0.42	< = 1.00.	-	DISTRIBUTED BY
Specific Gra	wity @ 60F		1.2190			NOLWOOD CHEMICALS 10900 Harper Avenue
Arsenic (As) Lead (Pb)	}	ppm	7.10	<= 50.0	G	Detroit, MI 48213
Heavy Meta	de (on Dh)	ppm	< 1.00	<= 50.0	-	(313) 925-0300
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Fluorosilicic Acid, HFS, FSA)

| Distributed by | PVS NOLWOOD CHEMICALS, INC. 16000 (https://www.no.so. 1613) (273 (513) 255-300 | PVS ITEM # PVS ITEM PVS TEM PVS TE

CONTROLLED DOCUMEN

Technical Data Sheet

CHEMICAL ANALYSIS	SPECIFICATION	TYPICAL ANALYSIS
H ₂ SiF ₆ , %	23-25	23.5
Heavy Metals (as Pb), %		< 0.02
HF. %	1.0 max	0.5
Color, APHA	100 max	< 20
P ₂ O ₅ , %		< 0.2

Product meets ANSI/AWWA Standard B703-06, and is certified by NSF International or Classified by UL to ANSI/NSF Standard 60. Maximum use level for potable water treatment is 6.0 mg/L.

PHYSICAL PROPERTIES

Physical Description	Aqueous solution, water white to straw-yellow, corrosive acid, irritating to skin and having pungent odor.
Molecular Weight	144.08
Specific Gravity 23% solution @ 75°F	1.212
Boiling Point of Aqueous 23% Solution	221°F (Decomposes)
Freezing Point of Aqueous 23% Solution	5°F (approx.)
Freezing Point of Aqueous 25% Solution	-4°F
pH of 1%, H₂SiF ₆	1.2

CONTAINERS

Tank truck, rubber or plastic-lined	40,000 lb (approx.)	
Tank car, rubber or plastic-lined	196,000 lb net (approx.)	

DOT AND FREIGHT DESCRIPTION

Hazardous Material Description	Fluorosilicic acid	
Haz. Mat. Class, I.D.#, Packaging Group	8, UN 1778, PG II	
Freight Classification	Hydrofluorosilicic Acid	
Principal CAS Number	16961-83-4	
RQ	None	
Placard	Corrosive	
Label	Corrosive	







Fluorosilicic Acid

Fluorosilicic Acid, HFS, FSA)

Technical Data Sheet

Use in public Water Treating Plants:

The reduction in dental caries by adjusting the fluoride content of public water supplies is a matter of common knowledge today, half a century following the first installation in Grand Rapids, Michigan. Approximately 170 million people in over three thousand communities are now drinking fluoride-treated water from water purification plants where fluoridation is currently practiced. Fluoridation is concerned with the controlled introduction to water of the fluoride ion. Other materials in the fluoride compound simultaneously introduced into the water with the fluoride ions are carriers which provide no benefits and are nontoxic. The addition of one part per million of fluoride requires that the product be soluble, of definite concentration and have high purity standards. In conformity with the American Water Works Association standard B703-94, the term fluorosilicic acid has replaced the more technical designation of hydrofluosilicic acid. After the original work with sodium fluoride proved the effectiveness of fluoride on tooth health and a broad fluoridation program was envisaged, new sources of fluoride and economics of their use were investigated. Fluorosilicic acid is a high purity source of fluoride. It is simpler to use than any other chemical approved for water fluoridation purposes, primarily because it is a liquid and can therefore be accurately measured and fed with a minimum of equipment. In contrast to powdered or granular chemicals, it presents no dust problems, no measuring problems and handling requires a minimum of labor. Today most of the large cities and many small ones are fluoridating with fluorosilicic acid. It is readily available in tank cars or tank trucks and can also be supplied in 15-gallon carboys and 55-gallon drums. The addition of fluorosilicic acid to a water supply can be readily controlled to give a total fluoride (F) level of one part per million which has been established as effective for reducing tooth decay. It should be used in accordance with procedures approved by each state's department of health.

Acid Characteristics:

Fluorosilicic acid is a transparent, clear to straw-colored, corrosive liquid having the chemical formula of H₂SiF₆. It is manufactured in modern rubber-lined equipment producing an acid of high commercial purity. Commercial water solutions of the acid are available, having concentration of between 23% and 25% H₂SiF₆. Fluorosilicic acid is generally believed not to exist in the vapor phase, but only in solution. Upon vaporizing, it decomposes into hydrofluoric acid (HF) and silicon tetrafluoride. This equilibrium exists at the surface of strong solutions of fluorosilicic acid and if stored in glass containers, the small concentration of hydrofluoric acid may very slowly attack the glass above the solution level. For this reason, it is generally shipped in polyethylene containers rather than glass carboys. A 23% fluorosilicic acid-water solution weighs 10.1 pounds per gallon at 75°F, and has a fluoride (F) content of 18.20%.

Fluorosilicic Acid

Fluorosilicic Acid, HFS, FSA)

Technical Data Sheet

Installation:

In a typical large plant installation, rubber-lined vented storage tanks are usually mounted outside the building with the tanks ranging in size from 4,500 to 6,500 gallon capacities. These tanks, equipped with recording level gauges, feed the acid through plastic piping or tubing to the dosage unit. Feeding is regulated by controlled volume pumps. Metering is used for accurate flow records. Fluorosilicic acid may be handled in rubber-lined, saran or other available corrosive-resistant equipment as suggested below:

Pipes and lines - rubber, saran or polyethylene
Pumps - Lucite, saran or Hastelloy

Valves - rubber-lined or polyethylene-lined

Tanks - rubber-lined, saran or polyethylene-lined

Acid should be pumped by positive diaphragm proportioning pumps.

Operation procedure:

The drum or drums of fluorosilicic acid should be mounted on a platform of sufficient size and capacity to permit weighing the amount used each day. Proportioning pumps deliver an accurate volume, but for small pumping rates, the dosage may be more satisfactorily regulated by periodic weighing of the drum. Whenever a drum of fluorosilicic acid is replaced on the scale, the time and weight should be recorded in the daily operating log. Whenever dosage is changed to a varying pumpage, the time and feeder setting should be recorded in the daily log.

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RESOLUTION NO. 2020-75

Introduced by: Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS TO THATCHER COMPANY OF NEW YORK, INC. IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND FIVE HUNDRED TWENTY AND 00/100 DOLLARS (\$12,520.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City of Sandusky having advertised for bids on behalf of the City of Huron and other entities, has provided a final bid tabulation indicating the lowest and best bid for each chemical and that based on that tabulation, the City Manager is authorized and directed to award the bid and expenditure of funds for the purchase of 8 Tons of Powdered Activated Carbon to Thatcher Company of New York, Inc. in an amount not to exceed Twelve Thousand Five Hundred Twenty and 00/100 dollars (\$12,520.00), bid in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

		Sam Artino, Mayor	
ATTEST:	Clerk of Council	_	
ADOPTED:		_	

BIDDER'S NAME:	Thatcher Company of New York, Inc.
Authorized Signature:	By: Clarg & Market
Print Name of Authorized Signatory:	Craig N. Thatcher
Title:	President
Participant Name (If different from Bidder):	
Company Name:	Thatcher Company of New York, Inc.
Mailing Address:	P. O. Box 27407
	Salt Lake City, UT 84127-0407
Telephone Number:	(315) 589-9330
Facsimile Number:	(315) 589-9835
E-Mail Address:	wendy.richmond@tchem.com; steve.horrocks@tchem.com
Where Incorporated:	New York
Federal Tax Identification Number:	06-1289349
Contact Person for Contract processing:	Craig N. Thatcher
ADDITIONAL SIGNATU	IRE FOR JOINT VENTURE
Authorized Signature:	By:
Print Name of Authorized Signature:	
Title:	
Participant Name:	
Mailing Address:	
Telephone Number:	
Facsimile Number:	

CITY-BF-6

{00341693.DOC;6}

E-Mail Address:	
Where Incorporated:	
Federal Tax Identification Number:	
Contact Person for Contract processing:	

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

A

_	ITEM NO.	CHEMICAL DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
		Connew, observed and it and it is a	12 000 Gallons More or less	\$ 6.416/gal. (FTL) *	\$ 76,992.00 (FTL)
	1	Liquid Sodium Permanganate (NaivinO ₄)		> /.140/gdl. (L1L)	3 83,680.00 (LIL)
	2	Hydrofluosilicic Acid (H ₂ SiF ₆)	17,000 Gallons More or Less	\$ No Bid	\$ Not Applicable
-	3	Sodium Hydroxide Liquid (NaOH)	50.000 Gallons More or Less	\$ No Bid	\$ Not Applicable
	4	Sodium Hypochlorite (NaOCI)		\$ No Bid	s Not Applicable
S		end - Liquid (Type	550		
4	2			\$ No Bid	\$ Not Applicable
Z O	9	Powdered Activated Carbon (PAC)		\$ No Bid	\$ Not Applicable
_ s	7	Ferrous Chloride Solution (FeC12)	>	\$ No Bid	s Not Applicable
××	. ∞	Polymer - Liauid	ounds More or Less	\$ No Bid	\$ Not Applicable
	σ	Ferrous Chloride Solution (FeC12)	25.000 Gallons More or Less	S No Bid	s Not Applicable
ш			ulk	\$ 2.5945/gal. (Bulk)*	\$ 41,512.00 (Bulk)
× -	10	Sodium Aluminate - Liquid	loads and/or 300 gallon totes	\$3.7900/gal. (243GTote)*** \$ 60,640.00 (243GTote)	\$ 60,640.00 (243GTote)
- ш			7,000 Gallons in 300 Gallon Totes 900		
			Gallons in 15 Gallon Drums More or		
o	11	Sodium Bisulfite Solution (Reducite)	Less	\$ No Bid	\$ Not Applicable
0 =			15,000 Gallons in 300 Gallon Totes		
Z			2,700 Gallons in 50 Gallon Drums		
->	12	(IOCaN) afinoldzony mijos	2,600 Gallons in 15 Gallon Drums More or less	\$ No Bid	s Not Applicable
-	1		or less		
	13	Polymer - Liquid		\$ No Bid	\$ Not Applicable
			24,000 Pounds More or Less \$/lbs		
	14	Liquid Chlorine (CL ₂)		\$ No Bid	\$ Not Applicable
	15	Douglased Activated Carbon (DAC)	bock	< 1,565.00/ton ****	\$ 12,520.00
	* Minimim	day aye	(3 totes) Le	and Time: 3 to 5 days ABO	·

^{**} Minimum Order Quantity: 4,000 gals. Lead Time: 3 to 5 days ARO. ** Minimum Order Quantity: 2,000 gals. Lead Time: 3 to 5 days ARO. ** Updated 9/22/2020

CITY-BF-2

^{***} Minimum Order Quantity: 729 gals. (3 totes) Lead Time: 3 to 5 days ARO.

**** Minimum Order Quantity: 8,000 lbs. Lead Time 7 to 10 days ARO.

CITY OF SANDUSKY, HURON AND ERIE COUNTY CHEMICALS FOR CALENDAR YEAR 2021

IDKOZ

16	(HOeN) binoi I objector milipos	12 000 Gallons More or Less	S No Bid	\$ Not Applicable
17	Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ CI)			
18	Hydrofluosilicic Acid (H ₂ SiF ₆)	4,000 Gallons More or Less	\$ No Bid	\$ Not Applicable
19	Liquid Sodium Permanganate (NaMnO ₄)	4,000 Gallons More or Less	\$ No Bid	\$ Not Applicable
20	Chlorine (CL2)	24,000 Pounds More or Less	\$ No Bid	\$ Not Applicable
21	Liquid Caustic Soda - 50% NaOH	4,000 Gallons More or Less.	\$ No Bid	\$ Not Applicable
22	Hydrofluosilicic Acid - 25%	18,000 Pounds More or Less	\$ No Bid	\$ Not Applicable
23	Polyaluminum Chloride Solution	250,000 Pounds More or Less	\$ No Bid	\$ Not Applicable
24	Liquid Ferrous Chloride	40,000 Gallons More or Less	\$ No Bid	\$ Not Applicable
25	Clarifloc CE-1593 Polymer	10 (275 galllon) Totes More or Less	\$ No Bid	\$ Not Applicable
26	Sodium Hypochlorite (NaOCI)	17 (300 gallon) Totes More or Less	\$ No Bid	\$ Not Applicable
7.7	Sodium Bisulfite Solution	15 (300 gallon) Totes More or Less	\$ No Bid	\$ Not Applicable
			Total Amount of Bid: \$	\$ 158,840.00
	Bidder Name: Thatcher Company of New York, Inc.	k, Inc.		
	Bidder Address: P. O. Box 27407, Salt Lake City, UT 84127-0407	/, UT 84127-0407		
	Telephone Number: (315) 589-9330			
	Fax Number: (315) 589-9835 Email Address:	:: wendy.richmond@tchem.com; steve.horrocks@tchem.com	e.horrocks@tchem.com	
	Date: October 6, 2020			

> m & Z - J - O Z

Do not leave any boxes blank. If not bidding an item, state in cost box.

See specifications for exact details

<u>NOTE</u> Appendices A and B form part of our proposal.

CITY-BF-3

THATCHER COMPANY OF NEW YORK, INC.

P. O. Box 118, Williamson, NY 14589



Phone (315) 589-9330 Fax (315) 589-9835

	CONTRACT NUMBER:
	PERSONAL PROPERTY TAX CERTIFICATION REQUIRED BY OHIO REVISED CODE SECTION 5719.042
FINANCE DIRECTOR CITY OF SANDUSKY	
THATCHER COMPANY OF NEW YORK BIDDER'S NAME	K, INC.
STATE OF UTAH)	
COUNTY OF SALT LAKE)	
AWARD IS BEING CONSIDERED WAS NOT PERSONAL PROPERTY TAX ON THE GE	NERAL TAX LIST OF PERSONAL PROPERTY HIO AT THE TIME THE BID WAS SUBMITTED
-	Cury A. Matthe
S	SIGNATURE
7	CRAIG N. THATCHER NAME PRINTED
- 1	PRESIDENT FITLE
STATE OF UTAH)	
COUNTY OF SALT LAKE) §	
SWORN TO BEFORE ME AND SUP OF OCTOBER 2020	BSCRIBED IN MY PRESENCE THIS 6TH DAY

WENDY G. RICHMOND, NOTARY PUBLIC

WENDY G. RICHMOND Notary Public - State of Utah Commission #703649

My Commission Expires January 11, 2023

THATCHER COMPANY OF NEW YORK, INC.

P. O. Box 118, Williamson, NY 14589



CITY OF SANDUSKY BIDDER'S AFFIDAVIT

	CHEMICALS FOR THE CALENDAR YEAR 202 CONTRACT:	1
ETH	SC CERTIFICATION BURGLIANT TO OUT	

ETHICS CERTIFICATION PURSUANT TO OHIO REVISED CODE SECTIONS 9.24, 102.03, 102.04, 2921.42 AND 3517.13

DIRECTOR OF ENGINEERING SERVICES CITY OF SANDUSKY

THATCHER COMPANY OF NEW YORK, INC.

BIDDER'S NAME

STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

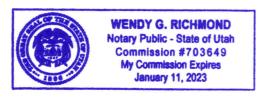
The undersigned being duly sworn, deposes and states as follows:

- 1. The undersigned is duly authorized to make the statements herein on behalf of the Bidder.
- 2. No unresolved finding for recovery has been issued against the Bidder by the Auditor of State.
- 3. No official or employee of the City of Sandusky is officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.
- 4. An official or an employee of the City of Sandusky is an officer, director, trustee, shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but
 - a. the subject of the Contract is necessary supplies or services for the City of Sandusky:
 - b. the supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to the City of Sandusky as part of a continuing course of dealing established prior to the Related Person becoming a City official or employee;

- c. the treatment accorded the City of Sandusky is either preferential to or the same as that accorded other customers of the Bidder in similar transactions;
- d. the entire transaction resulting in the Contract has been conducted at armslength, with full knowledge by the City of the interest of the Related Persons as described in Exhibit A attached hereto; and the Related Peron has taken no part in the deliberations or decision of the City with respect to the Contract.
- 5. The Bidder is a/an (select one):

 ☐ Individual, partnership, or other unincorporated business association (including a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust. ☐ Corporation organized and existing under the laws of the State of New York. ☐ Labor organization.
6. The undersigned hereby affirms that the Bidder and each of the individuals specified in Section 3517.13(I)(3), ORC, (with respect to non-corporate entities and labor organizations) or Section 3517.13(J)(3), ORC, (with respect to corporations) are in full compliance with the political contributions limitations set forth in Sections 3517.13(I) and (J), ORC, as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to Sections 3517.13(AA) and 3517.992(R)(3), ORC. Any contract that contains a falsified certification shall be rescinded.
Cura A. Thatcher
SIGNATURE
CRAIG N. THATCHER
NAME PRINTED
PRESIDENT TITLE
IIILE
STATE OF UTAH)

Sworn to before me and subscribed in my presence this 6th day of October, 2020.



COUNTY OF SALT LAKE)

WENDY G. RICHMOND, NOTARY PUBLIC

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			-

CITY OF SANDUSKY BIDDER'S AFFIDAVIT EXHIBIT A

Project Name: Chemicals for the Calendar Year 2021

Contract: Chemicals for the Calendar Year 2021

Bidder's Name: Thatcher Company of New York, Inc.

Related official/public employee:

Name:

N/A

Title/Position:

N/A

Relation to Bidder:

N/A

THATCHER COMPANY OF NEW YORK, INC.

P. O. Box 118, Williamson, NY 14589



Phone (315) 589-9330 Fax (315) 589-9835

CITY OF SANDUSKY BIDDER'S AFFIDAVIT #2

PROJECT NAME: CHEMICALS FOR THE CALENDAR YEAR 2021

LOBBYING AND CAMPAIGN FINANCING CERTIFICATION

DIRECTOR OF ENGINEERING SERVICES CITY OF SANDUSKY

THATCHER COMPANY OF NEW YORK, INC. BIDDER'S NAME

STATE OF UTAH

COUNTY OF SALT LAKE)

The undersigned hereby certifies as follows:

)

- 1. The Bidder is and will remain in compliance with the requirements of Sections 101.70 and 121.60 *et seq.* of the Ohio Revised Code relating to lobbying.
- 2. The Bidder is and will remain in compliance with Chapter 3517 of the Ohio Revised Code, Campaign Financing, including that all applicable parties listed in division (I)(3) (with respect to non-corporate entities and labor organizations) or (J)(3) (with respect to corporations) are in full compliance with divisions (I)(1) and (J)(I) of the Ohio Revised Code Section 3517.13.

SIGNATURE

CRAIG N. THATCHER

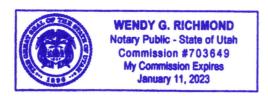
NAME PRINTED

PRESIDENT

TITLE

STATE OF UTAH)) § COUNTY OF SALT LAKE)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS $\underline{6^{\text{TH}}}$ DAY OF $\underline{\text{OCTOBER}}$, 2020.



WENDY G. RICHMOND, NOTARY PUBLIC



CITY OF SANDUSKY NON-COLLUSION AFFIDAVIT

STATE OF UTAH }				
COUNTY OF SALT LAKE ss:				
The undersigned hereby certifies as follows:				
(1) The bid to the City of Sandusky, Ohio, submitte in accordance with the Contract Documents has been prepared by the Bidder without collusion of	dated September 21, 2020 (the "Bid")			
(2) The Bid is not made in the interest of or on beh	alf of any undisclosed Person.			
(3) The Base Bid, any Unit Price and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Price or Alternate with any other Bidder.				
(4) Unless otherwise required by law, the Base Bid Bid have not been knowingly disclosed by the Bidd Bidder prior to the bid opening, directly or indirectly interest in the Base Bid, Unit Price or Alternate bid	er and will not be knowingly disclosed by the y, to any other Bidder who would have any			
(5) No attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition.				
Date:October 6, 20_20	Thatcher Company of New York, Inc. (Name of Bidder)			
	By: Signature of person authorized to bind the Bidder CRAIG N. THATCHER			

STATE OF	UTA			
COUNTY	OF SAL	_T LAKE) ss		
SWORN TO	O BEFO Octobe	RE ME AND SUBSCRI r_, 20 20	BED IN MY PRESENCE	THIS 6th DAY OF
(seal	1)		1 Donades	a Pinhanoud
C		WENDY G. RICHMOND Notary Public - State of Utah Commission #703649 My Commission Expires January 11, 2023	Notary Public	WENDY G. RICHMOND

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CITY OF SANDUSKY BID GUARANTY AND CONTRACT BOND

(Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
Thatcher Company of New York, Inc., P. O. Box 27407, Salt Lake City, UT 84127-0407
(Name and Address)
as Principal, and Fidelity and Deposit Company of Maryland,
(Name of Surety)
as Surety, are hereby held and firmly bound unto the City of Sandusky, Ohio, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on October 13, 20, 20, to undertake the Project known as:
Chemicals for the Calendar Year 2021
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive Alternate bids proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;
NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including the bid, Plans, Specifications and details; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder

CITY-CB-1

determined by the Obligee to be the next lowest and best Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest and best Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation

shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after written notice of intent to award the Contract executes the Contract Form in accordance with the Contract Documents, including the bid, Plans, Specifications and details, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including the Plans, Specifications and details therefor; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including the Plans and Specifications therefor shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including the Plans and Specifications.

SIGNED This 13th day of October	, 20_20	and himman
PRINCIPAL: Thatcher Company of New York, Inc. BY: Craig N Thatcher		ALANY ONE OF THE STREET
TITLE: President		
SURETY: Fidelity and Deposit Company of Maryland	SURETY ADDRESS:	the marine
BY:	Schaumburg, IL 60196	7:-
Attorney-in-Fact	City State	Zip
	() <u>800.382.2150</u> Telephone Number	
	SURETY AGENT'S A	DDRESS:
	Gallagher Agency Name	
	6967 S. River Gate Dr. #20 Street	00
	Salt Lake City, UT 84047	2
	City State	Zip
	() 801.924.1400	
	Telephone Number	er



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ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"). by Robert D. Murray. Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, Michael WADE, Janis HORMAN, John SCHLICHTE, Christopher HUGHES, of Salt Lake City, Utah, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies.

true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of August, A.D. 2020.







ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown

Secretary

State of Maryland County of Baltimore

On this 20th day of August, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

oual Same

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

Constance a. Dunn

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>13th</u> day of <u>October</u>, <u>2020</u>.







Brian M. Hodges, Vice President

Burn Hodge

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfelaims@zurichna.com
800-626-4577

CERTIFICATION DRUG-FREE WORKPLACE

The applicant certifies it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution. dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the grantee's policy of maintaining a drug-free workplace;
 - 3. any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a;
- d. Notifying the employee in the statement required by paragraph a., as a condition of employment under the grant, the employee will;
 - 1. abide by the terms of the statement; and

- 2. notify the employer of any criminal drug statute conviction for the violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying HUD within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
 - 1. taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement or other appropriate agency;
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f) above.

Oring A Thatche	October 6, 2020
Name, Title CRAIG N. THATCHER, PRESIDENT	Date
Business Name Thatcher Company of New York Inc.	

- UL Product iQ™



FDPH.MH17003 - Drinking Water Treatment Chemicals

Drinking Water Treatment Chemicals

See General Information for Drinking Water Treatment Chemicals

THATCHER GROUP, INC.

MH17003

1905 FORTUNE RD
PO BOX 27407
SALT LAKE CITY, UT 84127-0407 USA

NSF/ANSI 60

Plant at: Thatcher Company of New York, Inc., Williamson, NY

Trodo Des	Conditions of		Max Use Level
Trade Dsg	Acceptability	Category	(mg/L)
Aluminum Sulfate [*Al]	[Al]	Coagulation and Flocculation Chemicals	150
Compliance GT [*Al]	[Al]	Coagulation and Flocculation Chemicals	43
Poly Phosphate Ortho Phosphate Blends		Coagulation and Flocculation Chemicals	26
Sodium Aluminate [*Al]	-	Coagulation and Flocculation Chemicals	43
Compliance GT	-	Coagulation and Flocculation	43
Zinc Orthophosphate [*Zn]	-	Corrosion and Scale Control	16.5
Soda Ash		pH Adjustment	100
Citric Acid Solution	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	125
Citric Acid Solution [*OL]	_	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	N/A
Sodium Permanganate, 11% - 15% [*Mn]	-	Disinfection and Oxidation	298
Sodium Permanganate, 16% - 20% [*Mn]	-	Disinfection and Oxidation	224

Sodium Permanganate, 21% - 25% [*Mn]	-	Disinfection and Oxidation	179
Sodium Permanganate, 26% - 30% [*Mn]	-	Disinfection and Oxidation	149
Sodium Permanganate, 31% - 35% [*Mn]	-	Disinfection and Oxidation	128
Sodium Permanganate, 36% - 39% [*Mn]	-	Disinfection and Oxidation	115
Sodium Permanganate, 5% - 10% [*Mn]	_	Disinfection and Oxidation	448
Ammonium Sulfate, 40%	-	Disinfection and Oxidation	62.5
Hydrogen Peroxide 11%-20%	-	Disinfection and Oxidation Chemicals	40
Hydrogen Peroxide 21%-30%	-	Disinfection and Oxidation Chemicals	26.5
Hydrogen Peroxide 31%-40%	-	Disinfection and Oxidation Chemicals	20
Hydrogen Peroxide 34%	-	Disinfection and Oxidation Chemicals	23.5
Hydrogen Peroxide 41%-49%	-	Disinfection and Oxidation Chemicals	16
Hydrogen Peroxide 50%	-	Disinfection and Oxidation Chemicals	16
Sodium Permanganate, 40% [*Mn]	-	Disinfection and Oxidation Chemicals	112
Hydrofluosilicic Acid	_	Miscellaneous Treatment Chemicals	6
Zinc Orthophosphate	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	16.5

- [Al] The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.
- [Cu] The finished drinking water shall be monitored to verify that the level of copper does not exceed 1.3 mg/L.
- [Zn] The finished drinking water shall be monitored to verify that the level of zinc does not exceed 2 mg/L
- [*Al] The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.
- [*Cu] This chemical contains copper and can increase the amount of copper in the finished drinking water. The finished drinking water shall be monitored to verify that levels of copper do not exceed 1.3 mg/L.
- [*HPH] Refer to AWWA B300, "Hypochlorites" for recommended storage and handling practices.
- [*Mn] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.
- [*OL] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following the manufacturer's use instructions. The pH or other water chemistry of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.
- [*Zn] The finished drinking water shall be monitored to verify that the level of zinc does not exceed 2 mg/L.

Last Updated on 2020-05-27

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL's Follow-Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL's Follow-Up Service. Always look for the Mark on the product.

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CERTIFICATE of ACCREDITATION

PRODUCT CERTIFICATION

The American National Standards Institute hereby affirms that

UL LLC

333 Pfingsten Road, Northbrook, IL 60062, USA

ACCREDITATION ID# 0198

meets the ANSI accreditation program requirements and those set forth in ISO/IEC 17065:2012 Conformity assessment -- Requirements for Bodies certifying products, processes and service

LIST OF CERTIFICATION SCHEME(S)

US Safety Scheme

Food Equipment Sanitation Scheme

Water Systems Scheme

Accredited Elevator/Escalator Certification Organization (AECO): Elevator systems, subsystems, components, and functions for issuance of Certificates of Conformance and Marks in according to ASME A17.7/CSA B44.7

EPA WaterSense - WaterSense® Product Certification System

LIST OF STANDARDS

NSF/ANSI 60 : Drinking Water Treatment Chemicals - Health Effects NSF/ANSI 61 : Drinking Water System Components - Health Effects NSF/ANSI 372 : Drinking Water System Components - Lead Content

for programs within the following

SCOPE OF ACCREDITATION

(Please see the following pages for the scope of accreditation)

Lane Hallebeck

Executive Director
ANSI National Accreditation Board

2021-12-01 VALID THROUGH





THATCHER COMPANY OF NEW YORK

an IS99001:2015 registered company (cert. #US010861)

P.O. BOX 118, WILLIAMSON, NEW YORK 14589 (315) 589-9330 PHONE (315) 589-9835 FAX

CERTIFICATE OF ANALYSIS

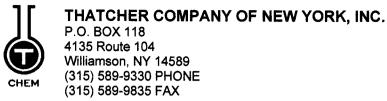
Sodium Permanganate 20%

This is to certify that the listed lot number was assayed with the following results:

Lot No.

	SPECIFICATION	<u>RESULTS</u>
Physical Appearance:	Clear purple liquid with no insoluble matter	ОК
Density@23C	1.14 – 1.18	1.16
%NaMNO ₄	19.5 – 20.4%	20.1%

Thatcher Company of New York Laboratory Services



PRODUCT SPECIFICATION

SODIUM PERMANGANATE, 20%

CAS NUMBER: 10101-50-5 (monohydrate)

CHEMICAL FORMULA: NaMnO₄ MOLECULAR WEIGHT: 141.93

PRODUCT DESCRIPTION: Dark purple liquid with no odor

TYPICAL PROPERTIES: Sodium Permanganate Assay (%): 19.5-20.4

Chloride (%): < 0.05 Sulfate (%): < 0.005 Potassium (%): <0.15 Specific Gravity: 1.16 Typ. pH: 6-8 20 min.

Freezing Point (F):

CERTIFICATIONS:



SODIUM PERMANGANTE ANSI/NSF 60 <35Y2> MUL: 224 mg/L

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy. completeness or reliability.

1/28/2015

SAFETY DATA SHEET

1. Identification

Product identifier

Sodium Permanganate 20%

Other means of identification

Product Number

1916201

Recommended use

Not available.

Recommended restrictions

None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name

Thatcher Company of New York, Inc.

Address

4135 Route 104 Williamson, NY 14589

United States

Telephone

E-mail

(315) 589-9330 Not available.

Emergency phone number

Not available.

2. Hazard(s) identification

Physical hazards

Oxidizing liquids

Category 2

Health hazards

Not classified.

Environmental hazards

Not classified.

OSHA defined hazards

Not classified.

Label elements



Signal word

Danger

Hazard statement

May intensify fire; oxidizer.

Precautionary statement

Prevention

Keep away from heat. Keep/Store away from clothing and other combustible materials. Take any

precaution to avoid mixing with combustibles. Wear protective gloves/eye protection/face

protection.

Response

In case of fire: Use appropriate media to extinguish.

Storage

Not available.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise

classified (HNOC)

Static accumulating flammable liquid can become electrostatically charged even in bonded and grounded equipment. Sparks may ignite liquid and vapor. May cause flash fire or explosion.

Supplemental information

Not applicable.

3. Composition/information on ingredients

Mixtures

The manufacturer lists no ingredients as hazardous according to OSHA 29 CFR 1910.1200.

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation

Call a physician if symptoms develop or persist.

Skin contact

Get medical attention if irritation develops and persists.

Eye contact

Get medical attention if irritation develops and persists.

Ingestion

Get medical attention if symptoms occur.

Material name: Sodium Permanganate 20% 1916201 Version #: 01 Issue date: 01-14-2016

SDS US

Most important symptoms/effects, acute and delayed

Indication of immediate medical attention and special treatment needed

Provide general supportive measures and treat symptomatically.

General information

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media

Water fog. Foam. Carbon dioxide (CO2). Dry chemical powder, carbon dioxide, sand or earth may be used for small fires only.

Unsuitable extinguishing media

Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical

This product is a poor conductor of electricity and can become electrostatically charged. If sufficient charge is accumulated, ignition of flammable mixtures can occur. To reduce potential for static discharge, use proper bonding and grounding procedures. This liquid may accumulate static electricity when filling properly grounded containers. Static electricity accumulation may be significantly increased by the presence of small quantities of water or other contaminants. Material will float and may ignite on surface of water. May intensify fire; oxidizer.

Special protective equipment and precautions for firefighters

Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA.

Fire fighting equipment/instructions

In case of fire: Stop leak if safe to do so. Move containers from fire area if you can do so without risk. For massive fire in cargo area, use unmanned hose holder or monitor nozzles, if possible. If not, withdraw and let fire burn out.

Specific methods
General fire hazards

Use standard firefighting procedures and consider the hazards of other involved materials.

May intensify fire; oxidizer.

Not available

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Remove all possible sources of ignition in the surrounding area. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Use appropriate containment to avoid environmental contamination. Transfer by mechanical means such as vacuum truck to a salvage tank or other suitable container for recovery or safe disposal. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Keep combustibles (wood, paper, oil, etc.) away from spilled material.

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Environmental precautions

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid discharge into drains, water courses or onto the ground. Use appropriate containment to avoid environmental contamination.

7. Handling and storage

Precautions for safe handling

Keep away from heat. Minimize fire risks from flammable and combustible materials (including combustible dust and static accumulating liquids) or dangerous reactions with incompatible materials. Handling operations that can promote accumulation of static charges include but are not limited to: mixing, filtering, pumping at high flow rates, splash filling, creating mists or sprays, tank and container filling, tank cleaning, sampling, gauging, switch loading, vacuum truck operations. Take any precaution to avoid mixing with combustibles. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

For additional information on equipment bonding and grounding, refer to the Canadian Electrical Code in Canada, (CSA C22.1), or the American Petroleum Institute (API) Recommended Practice 2003, "Protection Against Ignitions Arising out of Static, Lightning, and Stray Currents" or National Fire Protection Association (NFPA) 77, "Recommended Practice on Static Electricity" or National Fire Protection Association (NFPA) 70, "National Electrical Code".

Conditions for safe storage, including any incompatibilities

Keep away from heat. Avoid spark promoters. Eliminate sources of ignition. Ground/bond container and equipment. These alone may be insufficient to remove static electricity. Store in original tightly closed container. Store in a cool, dry place out of direct sunlight. Store away from incompatible materials (see Section 10 of the SDS). Do not store near combustible materials.

8. Exposure controls/personal protection

Occupational exposure limits

Materia!	Туре	Value	
sodium permanganate (CAS 10101-50-5)	Ceiling	5 mg/m3	
US. ACGIH Threshold Limit Valu Material	ies Type	Value	Form
sodium permanganate (CAS 10101-50-5)	TWA	0.1 mg/m3	Inhalable fraction.
		0.02 mg/m3	Respirable fraction.
US. NIOSH: Pocket Guide to Ch	emical Hazards		
Material	Туре	Value	Form
sodium permanganate (CAS 10101-50-5)	STEL	3 mg/m3	Fume.
•	TWA	1 mg/m3	Fume.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear eye/face protection.

Skin protection

Hand protection Wear protective gloves.

Other Wear suitable protective clothing.

Respiratory protection When workers are facing concentrations above the exposure limit they must use appropriate

certified respirators.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid. Form Liquid.

Color

Dark purple

Odor

None.

Odor threshold

Not available.

pΗ

Not available.

Melting point/freezing point

Not available. Not available.

Initial boiling point and boiling range

Flash point

Not available.

Evaporation rate

Not available.

Flammability (solid, gas)

Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower

Not available.

(%)

Flammability limit - upper

Not available.

(%)

Explosive limit - lower (%)

Not available.

Explosive limit - upper (%)

Not available.

Vapor pressure

0.00001 hPa estimated

< 0.0000001 kPa at 25 °C

Vapor density Relative density Not available. Not available.

Solubility(ies)

Solubility (water)

Not available.

Partition coefficient

Not available.

(n-octanol/water)

Auto-ignition temperature **Decomposition temperature** Not available.

Viscosity

Not available. Not available.

Other information

Density

9.70 lb/gai

10. Stability and reactivity

Reactivity

The product is stable and non-reactive under normal conditions of use, storage and transport,

Chemical stability

Material is stable under normal conditions. Hazardous polymerization does not occur.

Possibility of hazardous

reactions

Contact with incompatible materials.

Conditions to avoid

incompatible materials

None known.

Hazardous decomposition products

No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation

Health injuries are not known or expected under normal use. Prolonged inhalation may be

harmful.

Skin contact

Health injuries are not known or expected under normal use.

Eye contact Ingestion

Health injuries are not known or expected under normal use. Health injuries are not known or expected under normal use.

Symptoms related to the

Not available.

physical, chemical and toxicological characteristics

Information on toxicological effects

Acute toxicity

Not available.

Skin corrosion/irritation

Health injuries are not known or expected under normal use.

Serious eye damage/eye

irritation

Health injuries are not known or expected under normal use.

Respiratory or skin sensitization

Respiratory sensitization Not available

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are

mutagenic or genotoxic.

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA. Carcinogenicity

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity -

single exposure

Not classified.

Specific target organ toxicity -

repeated exposure

Not classified.

Not available. **Aspiration hazard**

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the

possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability

No data is available on the degradability of this product.

Bioaccumulative potential

No data available. Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation

potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material

and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international

regulations.

Local disposal regulations

Dispose in accordance with all applicable regulations.

Hazardous waste code

The waste code should be assigned in discussion between the user, the producer and the waste

disposal company.

Waste from residues / unused

products

Dispose of in accordance with local regulations. Empty containers or liners may retain some

product residues. This material and its container must be disposed of in a safe manner (see:

Disposal instructions).

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal.

Since emptied containers may retain product residue, follow label warnings even after container is

emptied.

14. Transport information

DOT

UN number UN3214

UN proper shipping name

Permanganates, inorganic, aqueous solution, n.o.s.

Transport hazard class(es)

Class 5.1 Subsidiary risk 5.1 Label(s) Packing group

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Special provisions 26, 353, IB2, T4, TP1

152 Packaging exceptions Packaging non bulk 202 Packaging bulk 242

Material name: Sodium Permanganate 20% 1916201 Version #: 01 Issue date: 01-14-2016

DOT BULK

BULK

UN number UN3214

UN proper shipping name Permanganates, inorganic, aqueous solution, n.o.s.

Transport hazard class(es)

Class 5.1 Label(s) 5.1 Packing group II

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Special provisions 26, 353, IB2, T4, TP1

Packaging exceptions152Packaging non bulk202Packaging bulk242

IATA

UN number UN3214

UN proper shipping name Permanganates, inorganic, aqueous solution, n.o.s.

Transport hazard class(es)

Class 5.1
Subsidiary risk Packing group II
Environmental hazards No.
ERG Code 5L

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Other information

Passenger and cargo

aircraft

Allowed.

Not available.

Cargo aircraft only Allowed.

IMDG

UN number UN3214

UN proper shipping name PERMANGANATES, INORGANIC, AQUEOUS SOLUTION, N.O.S.

Transport hazard class(es)

Class 5.1
Subsidiary risk Packing group II
Environmental hazards

Marine pollutant No. EmS F-H, S-Q

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and

the IBC Code

DOT; DOT Bulk packaging type



IATA; IMDG



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication

Standard, 29 CFR 1910.1200.

All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - No Delayed Hazard - No Fire Hazard - Yes Pressure Hazard - No Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous

No

chemical

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act

Not regulated.

(SDWA)

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

^{*}A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 01-14-2016

Version # 01

NFPA ratings Health: 0

Flammability: 0 Instability: 0 Special hazards: OX

NFPA ratings



Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Material name: Sodium Permanganate 20%
1916201 Version #: 01 Issue date: 01-14-2016



4135 Route 104 Williamson, NY 14589 315-589-9330 315-589-9835

PRODUCT SPECIFICATION

Sodium Aluminate 39% Solids

CAS NUMBER: 1302-42-7 CHEMICAL FORMULA: NaAIO2

PRODUCT DESCRIPTION: Colorless to brown solution with no insoluble or suspended

matter

CERTIFICATIONS: Certified by UL to meet ANSI 60 Standard for Drinking Water

Additives (UL Ref.: MH 17003)1

SPECIFICATIONS: Assay (%, Na₂Al₂O₄ Basis): 31.4-34.4

Assay (%, Na₂Al₂O₄ 2H₂O Basis) 38.4-42.0 Al₂O₃ (%): 19.6-21.4 Na₂O, total (%): 19.1-20.8 Na₂O, excess (%): 7.5 Typ Molar Ratio (Na₂O/Al₂O₃): 1.6 Typ Solids (%): 38.6-42.2



SODIUM ALUMINATE ['AI]
ANSI/NSF 60
<35Y2>
MUL: 43 mg/L

Notes:

 Blended, diluted or transloaded product must be independently certified to meet ANSI/NSF60 Standard.

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

SAFETY DATA SHEET

1. Identification

Product identifier Sodium Aluminate, 39% Solids

Other means of identification None.

Not available.

Recommended use Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Thatcher Company of New York, Inc. Company name

Address 4135 Route 104

Williamson, NY 14589

United States

Telephone (315) 589-9330 E-mail Not available.

Chemtrec (CCN 22106) **Emergency phone number** 800-424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Skin corrosion/irritation Category 1

> Serious eye damage/eye irritation Category 1

Environmental hazards Not classified. OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage.

Precautionary statement

Prevention Do not breathe mist or vapor. Wash thoroughly after handling. Wear protective gloves/protective

clothing/eye protection/face protection.

If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all Response

contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison

center/doctor. Wash contaminated clothing before reuse.

Storage Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC)

None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Aluminate		11138-49-1	31 - < 33
Sodium Oxide		1313-59-3	7 - < 8
Other components below reportable leve	ls		60 - < 70

^{*}Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.

Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or Skin contact

poison control center immediately. Chemical burns must be treated by a physician. Wash

contaminated clothing before reuse.

Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if Eye contact

present and easy to do. Continue rinsing. Call a physician or poison control center immediately.

Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If Ingestion

vomiting occurs, keep head low so that stomach content doesn't get into the lungs.

Most important symptoms/effects, acute and

delayed

Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Indication of immediate medical attention and special treatment needed

Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.

General information Ensure that medical personnel are aware of the material(s) involved, and take precautions to

protect themselves.

5. Fire-fighting measures

Suitable extinguishing media

Unsuitable extinguishing media

Specific hazards arising from the chemical

Special protective equipment

and precautions for firefighters

Fire fighting equipment/instructions

Specific methods General fire hazards Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).

Do not use water jet as an extinguisher, as this will spread the fire.

Not applicable.

Wear suitable protective equipment.

Move containers from fire area if you can do so without risk.

Use standard firefighting procedures and consider the hazards of other involved materials.

No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions. protective equipment and emergency procedures

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid discharge into drains, water courses or onto the ground.

Environmental precautions

7. Handling and storage

Precautions for safe handling

Provide adequate ventilation. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities Store locked up. Store in original tightly closed container. Store away from incompatible materials

(see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Material	Туре	Value	Form
Sodium Aluminate, 39% Solids	TWA	1 mg/m3	Respirable fraction.
Components	Type	Value	Form
Sodium Aluminate (CAS 11138-49-1)	TWA	1 mg/m3	Respirable fraction.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering

controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove

supplier.

Other Wear appropriate chemical resistant clothing.

Respiratory protection In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective

equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid. **Form** Liquid. Color Not available. Odor Not available. Odor threshold Not available. рΗ Not available.

Initial boiling point and boiling

Melting point/freezing point

range

Not available. Not available.

Flash point Not available. **Evaporation rate** Not available. Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower

Not available.

(%)

Flammability limit - upper

Not available.

Explosive limit - lower (%)

Not available. Not available.

Explosive limit - upper (%) Vapor pressure

Not available.

Vapor density Relative density

Not available. Not available.

Solubility(ies)

Solubility (water)

Not available.

Partition coefficient (n-octanol/water)

Not available.

Auto-ignition temperature

Not available. Not available.

Decomposition temperature Viscosity

Not available.

Other information

11.85 estimated Density Not explosive. **Explosive properties** Not oxidizing. Oxidizing properties

10. Stability and reactivity

Reactivity

The product is stable and non-reactive under normal conditions of use, storage and transport.

Chemical stability

Material is stable under normal conditions.

Possibility of hazardous

reactions

Hazardous polymerization does not occur.

Conditions to avoid

Contact with incompatible materials.

Incompatible materials

None known.

Hazardous decomposition

No hazardous decomposition products are known.

products

11. Toxicological information

Information on likely routes of exposure

Inhalation

May cause irritation to the respiratory system. Prolonged inhalation may be harmful.

Skin contact

Causes severe skin burns.

Eve contact

Causes serious eye damage.

Ingestion Symptoms related to the Causes digestive tract burns.

physical, chemical and toxicological characteristics Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including

blindness could result.

Information on toxicological effects

Acute toxicity

Not available.

Skin corrosion/irritation

Causes severe skin burns and eye damage.

Serious eye damage/eye

irritation

Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization

Not a respiratory sensitizer.

Skin sensitization

This product is not expected to cause skin sensitization.

Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are

mutagenic or genotoxic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity -

single exposure

Not classified.

Specific target organ toxicity -

repeated exposure

Not classified.

Not an aspiration hazard.

Aspiration hazard Chronic effects

Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability

No data is available on the degradability of this product.

Bioaccumulative potential

Mobility in soil

No data available. No data available.

Other adverse effects

No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions

Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations

Dispose in accordance with all applicable regulations.

Hazardous waste code

The waste code should be assigned in discussion between the user, the producer and the waste

disposal company.

Waste from residues / unused

products

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see:

Disposal instructions).

Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or

disposal.

14. Transport information

DOT

UN number

UN1819

UN proper shipping name

Sodium aluminate, solution (Sodium Aluminate)

Transport hazard class(es) Class

8 Subsidiary risk 8 Label(s) Packing group Ш

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Special provisions

IB3, T4, TP1 154

Packaging exceptions Packaging non bulk

203

Packaging bulk

241

DOT BULK

BULK

UN number

UN1819

UN proper shipping name

Sodium aluminate, solution (Sodium Aluminate)

Sodium aluminate solution (Sodium Aluminate)

Transport hazard class(es)

8 Class Label(s) 8 Packing group Ш

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Special provisions

IB3, T4, TP1

Packaging exceptions Packaging non bulk

154 203

Packaging bulk

241

IATA

UN number

UN proper shipping name

Transport hazard class(es) 8 Class

Subsidiary risk Packing group **Environmental hazards** Ш

No.

81.

ERG Code Special precautions for user

Read safety instructions, SDS and emergency procedures before handling.

Other information

Passenger and cargo

Allowed.

aircraft

Cargo aircraft only

Allowed.

IMDG

UN1819 **UN number**

SODIUM ALUMINATE SOLUTION (Sodium Aluminate) UN proper shipping name

Not established.

Transport hazard class(es)

Class 8

Subsidiary risk Ш Packing group

Environmental hazards

No. Marine pollutant

F-A, S-B **EmS**

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to

Annex II of MARPOL 73/78 and

the IBC Code

DOT; DOT Bulk packaging type



IATA; IMDG



15. Regulatory information

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication US federal regulations

Standard, 29 CFR 1910.1200.

One or more components are not listed on TSCA.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Immediate Hazard - Yes Hazard categories

Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous No

chemical

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act

Not regulated.

(SDWA)

US state regulations

US - New Jersey RTK - Substances: Listed substance

Sodium Aluminate (CAS 11138-49-1)

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	No

^{*}A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

 Issue date
 09-11-2017

 Revision date
 08-01-2019

 Version #
 03

ersion # 0:

NFPA ratings

Health: 3
Flammability: 0
Instability: 0

Material name: Sodium Aluminate, 39% Solids

SDS US

NFPA ratings



Disclaimer

Thatcher Company cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

Revision Information

Product and Company Identification: Product Codes

P. O. Box 118, Williamson, NY 14589



October 6, 2020

City of Sandusky, OH Chemicals for the Calendar Year 2021 Bid Opening: October 13, 2020

AFFIDAVIT OF COMPLIANCE

This affidavit certifies and warrants the powdered activated carbon to be delivered to the City of Sandusky, OH by Thatcher Company of New York, Inc. fully complies with ANSI/AWWA Standards and NSF 61 Standard.

CRAIG N. THATCHER, PRESIDENT

CAL - PACIFIC CARBON, LLC.

PACarb Plus 700 Powdered Activated Carbon CERTIFIED ANALYSIS

Designed for economic use in "Mix Contact Filter" systems and other contact type applications where granular columns are not feasible.

Our product is manufactured from a blend of high quality wood and coal through carbonization and high temperature steam activation under stringent quality control.

Product Specifications

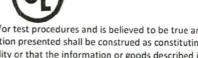
Apparent density, g/c3	0.42 - 0.48
Iodine number mg/g avg.	700
Phenol number(g/ml max.)	2.0
рН	6-8
Ash, wt. % max.	10
Moisture (as packed), wt. % max.	8
Particle size distribution	99%-100
	95%-200
	90%-325

Conforms to AWWA standard B600-10 UL Approved-Certificate #062097-MH25593

SHIPPING INFORMATION: Fields Landing, CA 95537 Terms: Net 30 Days

Packaging in Multi-Kraft bags. Each bag contains 50-lb. /25 kg. Net weight, 2 cu. Ft. Bulk shipment packaging is also available.

Drinking Water System Component ANSI/NSF 61



This information has been gathered from standard reference materials and/or test procedures and is believed to be true and accurate. It is offered solely for your consideration and verification. None of the information presented shall be construed as constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes, or that it's use does not conflict with existing patent rights. No license is granted to infringe on any patent rights or to practice any patented invention.

Revised 1/1/2018

FDNP.MH25593 Drinking Water System Components

Page Bottom

Drinking Water System Components

See General Information for Drinking Water System Components

CAL-PACIFIC CARBON L L C

555 S DEPOT RD PO BOX 103 FIELDS LANDING, CA 95537 USA MH25593

ANSI/NSF STANDARD 61

Process Media

Trade Dsg	Water Contact Temp	Water Contact Mtl	Surface Area to Volume Ratio
PACarb Plus Powder Activated Carbon	23	Powder Activated Carbon (PAC)	250 mg/L
PACarb Powder Activated Carbon	23	Powder Activated Carbon (PAC)	250 mg/L

Last Updated on 2005-05-04

Questions?

Notice of Disclaimer

Page Top

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CAL - PACIFIC CARBON, LLC.

Manufacturers and Distributors P.10 art Prindered A. treated Carbon

Safety Data Sheet

Section 1. Identification

a) GHS Product Identifier

b) Other means of identification

c) Material uses:

d) Supplier's details:

e) Emergency phone number

: PACarb, PACarb Plus

: Activated carbon

: 707-268-8766

: Water purification, odor filtration

: Cal-Pacific Carbon, LLC

555 south Depot Rd.

Fields Landing, California 95537

email: Pacarb@att.net

Section 2. Hazards identification

a) GHS-US classification

: Eye Irritation 2B H320 STOT SE 3 H335

b) GHS label elements

Hazard Pictogram:

Signal word

: Warning

Hazard statements (GHS-US)

: May form combustible dust concentrations in air.

: H320 - May cause eye irritation

: H335 - May cause respiratory irritation

Precautionary Statements

Prevention

: Avoid generation of dust during handling. Avoid breathing

dust. Wash thoroughly after handling. Use in a well-

ventilated area.

Response

: If inhaled, remove to fresh air and keep at rest in a position

comfortable for breathing.

: If in eyes, rinse cautiously with water for several minutes.

Storage:

: Store in a well-ventilated place. Keep container(s) tightly

closed.

c) Other hazards

: May form combustible dust concentrations in the air.

Section 3. Composition/information on ingredients

a) Substance/mixture : Substance

Chemical name : Activated carbon

Chemical identity (% by weight) : 100%

b) Common name, synonyms : Activated carbon, powdered activated carbon

c) CAS number : 7440-44-0

d) impurities and stabilizing additives : None

Section 4. First Aid measures

a) Description of First Aid measures

First Aid after inhalation : Remove person to fresh air. If not breathing, administer

CPR or artificial respiration. Get immediate medical attention.

First Aid after skin contact : Wash area thoroughly. If skin reddening or irritation develops

get medical attention.

First aid after eye contact : Immediate flush eyes with plenty of water for at least 15

minutes. If irritation persists, seek medical attention.

First Aid after ingestion : DO NOT induce vomiting unless directed to do so by medical

personnel.

b) Most important symptoms/effects,

both acute and delayed

Symptoms/injuries after inhalation : May cause respiratory irritation

Symptoms/injuries after skin contact: May cause skin irritation

Symptoms/injuries after eye contact: May cause eye damage

Symptoms/injuries after ingestion: May be harmful if swallowed

c) Indications of immediate medical

attention and special treatment : No additional information available.

Section 5. Fire-fighting measures

products

a) Extinguishing media : Use an extinguishable media suitable for surrounding

the fire. If involved with fire, flood with water.

Unsuitable extinguishing media : Do not use water jet.

b) Specific hazards : Fine dust clouds may form explosive mixtures with air.

Hazardous thermal decomposition

: Decomposition products may include carbon dioxide and

carbon monoxide

c) Special protective actions for firefighters

: Fire fighters should wear full protective gear. Move containers from fire area if this can be done without risk. Use water SPRAY to keep fire-exposed containers cool.

Section 6. Accidental release measures

a) Personal precautions, protective equipment, emergency procedure

equipment, emergency procedures : Wear protective equipment, keep unnecessary personnel away, and ventilate area of spill.

b) Environmental precautions

: The material is not soluble, but can cause a particulate emission if discharged to waterways. Therefore, dike all entrances to sewers and drains to avoid introducing the material to waterways.

 Methods and materials for containment and cleaning up

: Dike all entrances to sewers and drains. Vacuum or shovel spilled material and place in closed container for disposal. Remove product to appropriate storage area until it can be disposed of in accordance with local, state and federal regulations. Avoid dust formation.

Section 7. Handling and storage

a) Precautions for safe handling

: Put on appropriate protective equipment. Do not ingest. Avoid contact with eyes, skin and clothing. Avoid the creation of dust when handling and avoid all possible sources of ignition. Prevent dust accumulation. Wear appropriate respirator. Keep container(s) tightly closed when not in use. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container(s).

b) Conditions for safe storage

: Protect containers from physical damage. Store in dry, cool, well-ventilated areas. Eliminate all ignition sources. Separate from oxidizing materials.

Section 8. Exposure controls/personal protection

a) Control parameters

: Exposure guidelines - Wet activated carbon removes oxygen from air posing a hazard to workers in confined spaces. Before entering such an area, sample the air to assure sufficient oxygen supply. Use work procedures for low oxygen levels, observing all local, state and federal regulations.

b) Engineering controls : The engineering controls

: The engineering controls need to keep gas, vapor or dust concentrations below lower limits. Use explosion proof

ventilation equipment.

c) Individual protective measures : Use of NIOSH approved particulate filter is recommended if

dust is generated in handling. The usual precautionary measures for handling chemicals should be followed, i. e. gloves, safety glasses with side shields, long sleeve shirt, dust respirator and/or other protective equipment as appropriate.

Section 9 Physical and chemical properties

a) Appearance : Black, powder material

Color : Black Odor : None Odor threshold : None Molecular weight : NA pH value : NA Melting point : NA Freezing point : NA Initial boiling point : NA Flashpoint : NA **Burning time** : NA **Burning rate** : NA

Evaporation rate : NA
Flammability (solid, gas) : >220C
Lower and upper explosive limits : NA
Vapor pressure : 0

Vapor density : Solid Relative density : 0.4 to 0.7

Solubility : Insoluble in the following materials - cold water and hot water

Partition coefficient: n-octanol/

water : NA

Auto ignition-temperature : 420 to 470 degrees Celsius (788 to 878 degrees Fahrenheit)

Decomposition temperature : NA SADT : NA Viscosity : NA

Section 10. Stability and reactivity

a) Reactivity : No specific test data related to reactivity for this product.

b) Chemical Stability : Stable. No conditions to avoid.

c) Possibility of hazardous reactions

: Under normal conditions of storage and use, hazardous

reactions will not occur.

d) Conditions to avoid

: Creation of dust when handling and avoid all possible sources of ignition. Take precautionary measures against electrostatic

discharges. To avoid fire or explosion, dissipate static electricity during transfer by grounding and bonding containers and equipment before transferring material.

e) incompatible materials

: Alkali metals and strong oxidizers such as ozone, oxygen,

permanganate, chlorine.

f) Hazardous decomposition products: Under normal conditions of storage and use, hazardous

decomposition products should not be produced. However, carbon monoxide and carbon dioxide gas may be generated

during combustion of this material.

Section 11. Toxicological information

a) Toxicity studies

: LD50 oral rat - >10000 mg/kg - non-irritating to eyes

: skin irritation/corrosion (rabbit) - non irritating to skin

b) Symptoms

: See section 4

c) Delayed and immediate effects

: Long term exposure immediate/delayed effects not available

d) Numerical measures of Toxicity

: No known side effects or critical hazards

Section 12. Ecological information

a) Toxicity

: Not available

b) Persistence and degradability

: Not available

c) Bioaccumulative potential

: Not available

d) Mobility in soil

: Not available

3) Other adverse effects

: No known significant effects or critical hazards

Section 13. Disposal Information

: Dispose of contents/container in accordance with local/ regional/international regulations

Section 14. Transportation information

a) UN number : Not regulated

b) UN proper shipping name : Not available

c) Transport hazard classes : Not available

d) Packing group : Not regulated

e) Environmental hazards : None known at this time

f) Additional information : In accordance with DOT/ADR/RID/ADNR/IMDG/ICAO/IATA

Section 15. Regulatory information

a) US Federal regulations : Carbon (7440-44-0) Listed on the United States TSCA

inventory

b) US State regulations : No additional information available

Section 16. Other information

Hazardous Material Information System (U.S.A.)

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Physical hazards		()

HMIS ratings are based on a 0-4 rating scale with 0 representing minimal hazards or risks, and a 4 representing significant hazards or risks.

A rating of 1 under the Health was given due to the possible symptoms and effects outlined in Section 4.

National Fire Protection Association (U.S.A.)



NFPA health hazard : 1-Exposure could cause irritation but only minor residual injury

even if no treatment is given

NFPA fire hazard : 0-Materials that will not burn

NFPA reactivity

: 0-Normally stable, even under fire exposure conditions, and not reactive with water

Note: The information contained herein is accurate to the best of our knowledge. Cal-Pacific Carbon makes no warranty with respect to the information above and disclaims all liability from reliance there in.

P. O. Box 118, Williamson, NY 14589



MAILING ADDRESSES

Contracts & Agreements:

Craig N. Thatcher, President
Thatcher Company of New York, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
craig.thatcher@tchem.com and wendy.richmond@tchem.com

Bids, Quotations, Certificate of Insurance Requests:

Wendy Richmond
Thatcher Company of New York, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
wendy.richmond@tchem.com

Remit To:

Thatcher Company of New York, Inc. P.O. Box 27407 Salt Lake City, UT 84127-0407

Order Placement:

Customer Service
Thatcher Company of New York, Inc.
4135 Route 104
Williamson, NY 14589
csny@tchem.com

Bid Tabulation:

wendy.richmond@tchem.com steve.horrocks@tchem.com

P. O. Box 118, Williamson, NY 14589



Phone (315) 589-9330 Fax (315) 589-9835

APPENDIX A

FORCE MAJEURE

PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
 - (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

P. O. Box 118, Williamson, NY 14589



APPENDIX B

PRODUCT WARRANTY

SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES: THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.
- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.
- (c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
- (b) Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet (MSDS). Buyer assumes the following duties and obligations:
 - (1) Buyer shall promptly and carefully inspect the goods upon receipt. Buyer will adopt and maintain safe handling, storage, transportation, use treatment and disposal practices with respect to the goods, and further agrees to follow such special care and best manufacturing practices as Buyer's use of the goods require including, but not limited to, all such practices required by federal, state, and local government statutes, rules, regulations or ordinances;
 - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
 - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.



TO: Mayor Artino and City Council

FROM: Mike Spafford , Interim City Manager

RE: Resolution No. 2020-76

DATE: October 27, 2020

Subject Matter/Background

Resolution 2020-76 authorizes the purchase of a new Ford Explorer XLT to replace the Fire Department's command vehicle (purchased in 2011). The Fire Captains obtained three bids for the vehicle, with Valley Ford coming with the lowest bid. The bids received were:

Valley Ford of Huron - \$39,343.62 (with trade-in value of \$7,000 = \$32,343.62) Sharpnack Ford Superstore - \$39,404.62 without trade-in Lebanon Ford - \$43,558.38 (with trade-in value of \$6,000 = \$37,558.38)

Copies of the bids received from the three dealerships are attached hereto as Exhibit "1".

Financial Review

The capital equipment replacement fund (Fund 403) has sufficient budget and fund balance to purchase this SUV for the Fire Department. The 2020 budget included a purchase of a SUV for the Fire Department. Due to the pandemic, staff put a hold on cash transfers out of operational funds for the purchase of capital assets until we had a better understanding of the financial impact to the City. Over the past few months, staff has made budgeted cash transfers into the capital equipment fund due to better than expected revenue and savings through CARES ACT funds. The Fire Department's budget and fund balance can accommodate the purchase of this SUV, which was budgeted at \$40,000 for 2020. Although the net purchase price is over \$7,000 lower than budgeted, the SUV will need outfitted to accommodate the Fire Department's equipment at an additional cost, as initially expected.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-76 is in order.

Resolution No. 2020-76 Exhibit 1.PDF

Resolution No. 2020-76.doc

Resolution No. 2020-76 Exhibit A.pdf



Don (Barney) Barnhart Commercial Account Manager

Valley Ford of Huron, Inc. 55 Cleveland Rd. E Huron, OH 44639 ValleyTruckCenters.net

O: 419.433.4404
F: 419.433.2506
dbamhar@valley2.com

		<u>©</u>	134/20 	lpmsk	8DH81GD14603
YZ S6	KODE EXPLORER XLT 4WD Suggesæd R 2020 MODEL YEAR OXFORD WHITE EBONY ACTIVEX SEAT MTRL	48 528	00 3 ⁵ 7	7369	3o
	INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 202A REMOTE START SYSTEM 8-WAY POWER PASSENGER SEAT	5140	00 (1832	00
	OPTIONAL EQUIPMENT/OTHER 18" 5-SPOKE PAINTED ALUM WHLS 2.3L 14 ECOBOOST ENGINE 10-SPEED AUTO TRANSMISSION P255/65R18 A/S BSW TIRES	nc nc		NC NC	
425 153	JOB #2 ORDER 50 STATE EMISSIONS FRONT LICENSE PLATE BRACKET TOTAL OPTIONS/OTHER TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY TOTAL BEFORE DISCOUNTS ##SPECIAL ADDED DISCOUNTS#	5140 44065 1245 45310	00 4 00 00 4	NC NC 4832 2201 1245 3446	DD 00 00
	TOTAL FOR VEHICLE	44310			
	FUEL CHARGE SHIPPING WEIGHT 4361 LBS.	i 1 1		37	62
	TOTAL	44310	00 4	2543	62
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CIM OF HURON

PRICE
THY EXEMPT.

42,343.62

- 1000.00 + 1031.1
32,343.62

* THIS QUOTE IS WITHOUT TRADE-IN OF \$7000.00

ARPNACK SUPERSTORE

Stock #: FK431

VIN 1FMSK8DH8LGD14603

Deal#: 0020823

October 19, 2020

2020 FORD EXPLORER XLT

CITY OF HURON FIRE DEPARTMENT

Phone: 4194333544

Email:

Salesperson: CRAIG MEYER

Sale Information		Cash Option	Sales Tax	\$0.00
		Balance Due Of		\$39,404.62
Selling Price	\$42,113.62			
Accessories	\$0.00	Finance Option		
	40.00	Initial Investment		
Rebates	\$3,000.00			
Service Contract	\$0.00	Accounts and accompany		
Gap	\$0.00			
Net Trade	\$0.00	The security of the security o		
Fees	\$291.00	TO THE		
		Lease Option		
Trade Information		Initial Investment		***************************************

Trade Allowance \$0.00 Trade Payoff \$0.00 **Net Trade** \$0.00

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Dealership Approval:

Lebanon Ford

VEHICLE PURCHASE CONTRACT Phone AND/OR DEPOSIT RECEIPT Date 8/13/2020 Deal No. 770 Columbus Ave Lebanon OH 45036 Salesperson Richard Supe Order # Alexia Landers Cust No The undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Lebanon Ford (Seller) the following: VEHICLE PURCHASER Name Huron Fire Department NEW T RENTAL UNIT USED ☐ DEMO 2020 Make Ford Stock No Address Body Type Police Interceptor Model Explorer City Color Oxford White Top Zip Code Trim County Home Bus. Phone Phone Cell Cell 419-433-3544 Phone (2) TRADE-IN (1) **PURCHASE** shift3@cityofhuron.org Email Yr 2011 Make Ford Sellina 32684.00 Poce Protection Delivery is not included in the quote Model Expedition Package Added 1FMJK1G50BEF40846 10874 38 Equip Mileage 73594 Doc Fee 0 Ext Serv Slock # TRADE-IN (2) Yr Make Model Vin # SUB TOTAL 43558.38 Mileage Sales Stock # 0 Tax New 0 License 🚨 6000 Allowance Trans D --- TERMS AND CONDITIONS -1) The adometer of the purchased vehicle currently reads, Title O 0.0 0 and is accurate to the best of Seller's knowledge. 2) This written Vehicle Purchase Contract constitutes the final expression of our agreement Cash Due 0 Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing. 3) In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle. 4 is agreed that in lieu of proving damages the Soller's liquidated damages shall be twenty percent (20%) of TOTAL Rebate the Total Cash Price. The Seller shall have the right to apply any down payment, deposit 43558.38 or trade-in vehicle against such damages. 4) Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood" "lemon law buyback" or other type of branded life, Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seffer TOTAL 6000.0 6000.0 CREDITS reserves the right to reappraise or reduce the trade in allowance if the trade in value or condition has diminished between the time this contract was executed and Purchaser delivered TRADE-IN BALANCE OWED TO the tradeus to Seller TRADE-IN 5) Seller acknowledges receipt of the above deposit and will note this or a similar vehicle unni-0 PAYOFF Deposit is refundable only upon purchase of this or another vehicle ☐ SPOT DELIVERY Purchaser agrees 6) None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser, This contract shall be construed under Ohio law that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's NEGATIVE EQUITY TRANSFER AGREEMENT Installment and/or Security Agreement is part BALANCE 37558.38 of this Vehicle Purchase Contract. DUE Initials X PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE. X - FOR OFFICE USE ONLY -Purchaser(s) UNPAID BALANCE OF CASH WARRANTY INFORMATION WARRANTY INFORMATION THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER, UNLESS THE SELLER, Lebanon Ford FURNISHES BUVER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF, IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES. EITHER EXPRESSED OR IMPLIED, INCLIDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE'SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS If the vehicle purchased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule. THE INFORMATION YOU SEE ON THE WINDOW FORM OVERRIDES ANY CONTRACT PS ALLE FORM OVERRIDES ANY CONTRACT OF SALE. ACV PRICE DUE FROM D.F.M ACCEPTED DUE BILL is part Lebanon Ford Purchaser of this contract initials FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE HOLD CHECK purchaser agreement is part initials of this contract Purchaser(s)

Huron Fire Chief

From:

jaz@hurontwp.org

Sent:

Wednesday, September 2, 2020 6:49 AM

To:

firechief@cityofhuron.org

Subject:

Unit #401

Capt. Hohler:

Please allow this email to serve as the approval from the Huron Township Trustees to use the current Command vehicle (Unit #401, 2011 Ford Expedition) as a trade-in when you decide to replace it with a new Command vehicle.

Contact me with any questions.

JOHN A. ZIMMERMAN Building Official Huron Township 419-433-2755

RESOLUTION NO. 2020-76

Introduced by: Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE HURON FIRE DEPARTMENT, TO ENTER INTO AN AGREEMENT WITH VALLEY FORD OF HURON FOR THE PURCHASE OF A NEW COMMAND VEHICLE IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND AND 00/100 DOLLARS (\$33,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Huron Fire Department, to enter into an agreement with Valley Ford of Huron for the purchase of a new command vehicle, specifically, a 2020 Ford Explorer XLT 4WD, as further described in Exhibit "A" attached hereto, in an amount not to exceed Thirty-Three Thousand and 00/100 Dollars (\$33,000.00).

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

		Sam Artino, Mayor	
ATTEST: _			
	Clerk of Council		
ADOPTED:			



Don (Barney) Barnhart Commercial Account Mainager

Valley Ford of Huron, Inc. 55 Cleveland Rd. E Huron, OH 44639 ValleyTruckCenters.net

O: 419.433.4404 F: 419.433.2506 dbamhart@valley2.com

	100 C C C C C C C C C C C C C C C C C C			
			LYMSP	RBDH81GD14603
YZ S6	Kade explorer xlt 4wd 2020 model year oxford white ebony activex seat MTRL included on this vehicle equipment group 202A remote start system	5140 00		CITY OF HURON
441	8-WAY POWER PASSENGER SEAT OPTIONAL EQUIPMENT/OTHER .18" 5-SPOKE PAINTED ALUM WHLS .2 .3L 14 ECOBOOST ENGINE .10-SPEED AUTO THANSMISSION .P255/65R18 A/S BSW TIRES JOB #2 ORDER 50 STATE EMISSIONS FRONT LICENSE PLATE BRACKET TOTAL OPTIONS/OTHER DESTINATION & DELIVERY TOTAL BEFORE DISCOUNTS ##SPECIAL ADDED DISCOUNTS#	NC N	0 4832 0 42201 0 1245 0 43446 0- 940	42,343.62 REDATES
8	FUEL CHARGE SHIPPING WEIGHT 4361 LBS. TOTAL	44310 0	550	39 3 43 62 - 7000-00 + 62 32,343.62

* THIS QUOTE IS WITHOUT TRADE-IN OF \$7000.00