



Trey Hardy
Councilmember

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, November 9, 2021 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION *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 observe and hear the discussions and deliberations of all members of City Council via the following link:*
<https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>

I. Call To Order Moment of Silence followed by the Pledge of Allegiance to the Flag

II. Roll Call of City Council

III. Approval of Minutes

IV. Audience Comments Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

V. Old Business

VI. New Business

VI.a Resolution No. 74-2021

A resolution awarding the bid and authorizing the purchase of water treatment chemicals from JCI Jones Chemicals, Inc.

VI.b Resolution No. 75-2021

A resolution awarding the bid for the purchase of water treatment chemicals to Applied Specialties.

VI.c Resolution No. 76-2021

A resolution awarding the bid for the purchase of water treatment chemicals to Univar Solutions USA.

VI.d Resolution No. 77-2021

A resolution awarding the bid for the purchase of water treatment chemicals to Bonded Chemicals, Inc.

VI.e Resolution No. 78-2021

A resolution ratifying execution of a License Agreement with Atlas Heavy Projects LLC to use the ConAgra site to moor a vessel to offload, temporarily store and move goods from the City property to recipients in the general area.

VI.f Resolution No. 79-2021

A resolution authorizing the expenditure of funds for the purchase of rock salt from Compass Minerals America, Inc. for calendar year 2022.

VI.g Motion

Motion referring the City's application for re-zoning of the ConAgra site (PPN: 42-61270.001) from I-2 General Industrial to MU-GD Mixed Use Granary District to the Planning Commission.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

X.a Executive session to confer with legal counsel regarding pending litigation.

XI. Adjournment



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 74-2021
DATE: November 9, 2021

Subject Matter/Background

The following summary relates to Resolutions 74-2021, 75-2021, 76-2021 and 77-2021. As submitted by 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 four vendors through this bid.

The final bid tab (attached hereto as Exhibit 1) provided by the City of Sandusky shows bulk amounts for each chemical, I have provided explanations of the estimated quantities which the City of Huron expects to use in 2022.

As a result of combined bids with the City of Sandusky, proposed chemicals are as follows:

| | | |
|-------------------------------------|----------------|-----------------------------|
| Caustic Soda (Sodium Hydroxide) 25% | \$1.30/Gal | \$0.50 Increase from 2021 |
| Chlorine Gas | \$.8733/LB | \$0.50 Increase from 2021 |
| Fluoride (Hydrofluosilic Acid) 25% | \$2.23/Gal | \$0.11 Decrease from 2021 |
| Sodium Permanganate | \$11.20/Gal | \$4.58 Increase from 2021 |
| PAC (Powdered Activated Carbon) | \$1,898.00/Ton | \$333.00 Increase from 2021 |
| ACH (Aluminum Chlorhydrate) | \$.625/LB | \$0.18 Increase from 2021 |

Note:

It should be noted the expenditure and related costs for all treatment chemicals has been included as part of our 2022 operating budget. Also note that the bids for Aluminum Chlorhydrate Polymer from USALCO and Chemtrade were rejected for lack of comparative jar testing as outlined in the bid specification. In addition, the following estimates are simply educated assumptions based on prior use data. Actual system demands and lake conditions will determine actual amounts needed. Estimates are purposely inflated to assume one additional load per year as a safety cushion.

Awards for bids as follows:

JCI Jones Chemicals Inc.: For the purchase of 14 Tons of Chlorine in an amount not to exceed \$24,452.40 and 12,000 Gallons of Sodium Hydroxide at an amount not to exceed \$15,600.00. Grand total for this vendor is \$40,052.40.

Applied Specialties: For the purchase of 12,000 Gallons of Aluminum Chlorhydrate Polymer Blend at an amount not to exceed \$80,940.00.

Bonded Chemicals Inc.: For the purchase of 8 tons of Powdered Activated Carbon at an amount not exceed \$15,184.00, and 4,000 Gallons of Sodium Permanganate at an amount not to exceed \$44,800.00. Grand total for this vendor is \$59,984.00.

Univar USA Inc.: For the purchase of 6,000 Gallons of Hydrofluosilicic Acid at an amount not to exceed \$13,380.00.

Total Chemical cost(s) as listed above: \$194,356.40

Financial Review

The 2022 budget includes the total cost not to exceed \$194,356.40 for chemicals. Although the total contracted amount increased by over \$40,000 from prior years, the actual annual costs for chemicals has historically been below the contracted amount. For comparison purposes, 2020 actual cost was approximately \$102,000 and 2021 projections are expected to be approximately \$105,000.

Legal Review

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

Recommendation

If Council is in agreement, motions adopting Resolutions 74-2021, 75-2021, 76-2021 and 77-2021 are in order.

[Resolution No. 74-2021 Exhibit 1.xls](#)

[Resolution No. 74-2021.doc](#)

[Resolution No. 74-2021 Exhibit A.pdf](#)

CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022

| | ITEM NO. | CHEMICAL DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL COST |
|--|----------|---|---|------------|------------|
| S A N D U S K Y | 1 | Liquid Sodium Permanganate (NaMnO ₄) | 12,000 Gallons More or Less | \$ | \$ |
| | 2 | Hydrofluosilicic Acid (H ₂ SiF ₆) | 17,000 Gallons More or Less | \$ | \$ |
| | 3 | Sodium Hydroxide Liquid (NaOH) | 50,000 Gallons More or Less | \$ | \$ |
| | 4 | Sodium Hypochlorite (NaOCl) | 90,000 Gallons More or Less | \$ | \$ |
| | 5 | Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃) | 101,500 Gallons More or Less/ 600 Wet Tons | \$ | \$ |
| | 6 | Powdered Activated Carbon (PAC) | 123,000 Pounds More or Less | \$ | \$ |
| | 7 | Ferrous Chloride Solution (FeCl ₂) | 350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe | \$ | \$ |
| | 8 | Polymer - Liquid | 88,000 Pounds More or Less | \$ | \$ |
| E R I E C O U N T Y | 9 | Ferrous Chloride Solution (FeCl ₂) | 25,000 Gallons More or Less | \$ | \$ |
| | 10 | Sodium Aluminate - Liquid | 16,000 Gallons More or Less in bulk loads and/or 300 gallon totes | \$ | \$ |
| | 11 | Sodium Bisulfite Solution (Reducite) | 7,000 Gallons in 300 Gallon Totes 900 Gallons in 15 Gallon Drums More or Less | \$ | \$ |
| | 12 | Sodium Hypochlorite (NaOCl) | 15,000 Gallons in 300 Gallon Totes 2,700 Gallons in 50 Gallon Drums 2,600 Gallons in 15 Gallon Drums More or Less | \$ | \$ |
| | 13 | Polymer - Liquid | 10,000 Pounds more or less in 2,300 Pound Totes | \$ | \$ |
| | 14 | Liquid Chlorine (CL ₂) | 28,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cyclinder, if applicable | \$ | \$ |
| | 15 | Powdered Activated Carbon (PAC) | 8 Tons More or Less | \$ | \$ |

CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022

| | | | | | |
|---|----|---|-------------------------------------|----|----|
| H U R O N | 16 | Sodium Hydroxide Liquid (NaOH) | 12,000 Gallons More or Less | \$ | \$ |
| | 17 | Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl) | 12,000 Gallons More or less | \$ | \$ |
| | 18 | Hydrofluosilicic Acid (H ₂ SiF ₆) | 8,000 Gallons More or Less | \$ | \$ |
| | 19 | Liquid Sodium Permanganate (NaMnO ₄) | 4,000 Gallons More or Less | \$ | \$ |
| V E R M I L I O N | 20 | Chlorine (CL ₂) | 12,000 Pounds More or Less | \$ | \$ |
| | 21 | Liquid Caustic Soda - 50% NaOH | 7,200 Gallons More or Less. | \$ | \$ |
| | 22 | Hydrofluosilicic Acid - 25% | 18,000 Pounds More or Less | \$ | \$ |
| | 23 | Polyaluminum Chloride Solution | 250,000 Pounds More or Less | \$ | \$ |
| | 24 | Liquid Ferrous Chloride | 20,000 Gallons More or Less | \$ | \$ |
| | 25 | Clarifloc CE-1593 Polymer | 10 (275 galllon) Totes More or Less | \$ | \$ |
| | 26 | Sodium Hypochlorite (NaOCl) | 17 (300 gallon) Totes More or Less | \$ | \$ |
| | 27 | Sodium Bisulfite Solution | 15 (300 gallon) Totes More or Less | \$ | \$ |
| Bidder Name: | | | | | |
| Bidder Address: | | | | | |
| Telephone Number: | | | | | |
| Fax Number: | | | Email Address: | | |
| Date: | | | | | |

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

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

| 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 | PVS Technologies, Inc. Detroit, MI | Calgon Carbon Moon Twp, PA | SNF Polydyne Inc. Riceboro, GA | Shannon Chemical Exton, PA | Chemtrade Chemicals Parlappany, NJ | Univar USA Inc Cincinnati, OH | Brenntag Mid-South Hebron, OH | PVS Nolwood Chemicals Inc. Detroit, MI | USALCO, LLC Baltimore, MD | Penco, 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 | \$ 10,320 \$ 122,400.00 | | | | | | | \$ 12,120 \$ 145,440.00 | | | | \$ 15.54 \$ 186,480.00 | | | | |
| 2 | Hydrofluosillic Acid (H ₂ SiF ₆) (Bid 1 of 3) | Gallons | 17,000 | \$ 2,320 | | | | | | | | | | \$ 2.13 \$ 36,210.00 | \$ 5.043 \$ 85,731.00 | \$ 2.870 \$ 48,790.00 | | \$ 2.67 \$ 45,390.00 | \$ 2.876 \$ 48,692.00 |
| 3 | Sodium Hydroxide Liquid (NaOH) (Bid 1 of 3) | Gallons | 50,000 | \$ 2,800 \$ 140,000.00 | | | \$ 2.44 \$ 122,000.00 | | | | | | | \$ 3,360 \$ 168,400.00 | \$ 2,940 \$ 147,000.00 | | | | |
| 4 | Sodium Hypochlorite (NaOCl) (Bid 1 of 2) | Gallons | 90,000 | \$ 1,330 \$ 119,700.00 | | | | | | | | | | | \$ 1,370 \$ 168,300.00 | | | | \$ 1,790.00 \$ 161,100.00 |
| 5 | Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ SO ₄) ₃ | Gallons | 101,500 | | | \$ 0.270 | | | | | | | \$ 618.000 \$ 370,800.0 | | | | | | |
| 6 | Powdered Activated Carbon (PAC) (Bid 1 of 3) | Pounds | 123,000 | \$ 0.8700 \$ 107,010.0 | | | | | | \$ 1.14 \$ 140,220.00 | | | | | | \$ 2.96 \$ 364,080.00 | | | |
| 7 | Ferrous Chloride Solution (FeCl2) (Bid 1 of 3) | Pounds | 350,000 | | | | | \$ 0.610 \$ 283,500.00 | | | | | | | | | | | |
| 8 | Polymer - Liquid (Bid 1 of 2) | Pounds | 88,000 | | | | | | | | \$ 1,400 \$ 123,200.00 | | | | | | | | |
| 9 | Ferrous Chloride Solution (FeCl2) (Bid 3 of 3) | Gallons | 25,000 | | | | | \$ 1,020 \$ 25,500.00 | | | | | | | | | | | |
| 10 | Sodium Aluminate - Liquid | Gallons | 16,000 | | | \$ 0.240 \$ 6.56 | | | | | | | | | | | | | |
| 11 | Sodium Bisulfate Solution (Reductite) | Gallon Totes | 7,000 | \$ 1,930 \$ 13,510.00 | | | \$ 2,000 \$ 14,000.00 | | | | | | | | | | | | |
| | | Gallon 15T Drum | 900 | | | | \$ 2,250 \$ 2,025.00 | | | | | | | | | | | | |
| 12 | Sodium Hypochlorite (NaOCl) (Bid 2 of 2) | Gallon Totes | 15,000 | \$ 1.44 \$ 29,232.00 | | | \$ 1,750 \$ 26,250.00 | | | | | | | | | | | | |
| | | Gallon Drums 50 | 2,700 | | | | \$ 1,850 \$ 4,995.00 | | | | | | | | | | | | |
| | | Gallon Drums 15 | 2,600 | | | | \$ 1,950 \$ 5,070.00 | | | | | | | | | | | | |
| 13 | Polymer Liquid | Pounds | 10,000 | | | | | | | | \$ 1.40 \$ 14,000.00 | | | | | | | | |
| 14 | Liquid Chlorine (CL ₂) (Bid 2 of 2) | Pounds | 28,000 | \$ 1,250 \$ 35,000.00 | | | \$ 0.8733 \$ 24,452.40 | | | | | | | | | | | | \$ 1.10 \$ 30,800.00 |
| 15 | Powdered Activated Carbon (PAC) (Bid 3 of 3) | Tons | 8 | \$ 1,898.00 \$ 15,184.00 | | | | | | \$ 1.03 \$ 8.24 | | | | | | | | | |
| 16 | Sodium Hydroxide Liquid (NaOH) (Bid 2 of 2) | Gallons | 12,000 | \$ 1.40 \$ 17,760.00 | | | \$ 1,300 \$ 15,600.00 | | | | | | | \$ 1,640 \$ 19,788.00 | \$ 1,640 \$ 19,680.00 | | | | |
| 17 | Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl) | Gallons | 12,000 | | | \$ 0.625 | | | | | | | \$ 6.49 \$ 77,880.00 | | | | \$ 3,5140 \$ 42,168.00 | | |
| 18 | Hydrofluosillic Acid (H ₂ SiF ₆) (Bid 3 of 3) | Gallons | 8,000 | \$ 2.83 \$ 22,640.00 | \$ 3,200 \$ 25,600.00 | | | | | | | | \$ 77,880.00 | \$ 2.23 \$ 17,840.00 | | \$ 3.90 \$ 31,200.00 | | \$ 3.43 \$ 27,440.00 | |
| 19 | Liquid Sodium Permanganate (NaMnO ₄) (Bid 2 of 2) | Gallons | 4,000 | \$ 11.20 \$ 44,800.00 | | | | | | | \$ 14.470 \$ 57,880.00 | | | | | | | | |
| 20 | Chlorine (CL ₂) | Pounds | 12,000 | | | | \$ 1,690 \$ 19,800.00 | | | | | | | | | | | | \$ 0.888 \$ 10,776.00 |
| 21 | Liquid Caustic Soda - 50% NaOH | Gallons | 7,200 | \$ 3,200 \$ 23,040.00 | | | \$ 2.55 \$ 18,360.00 | | | | | | | | | | | | |
| 22 | Hydrofluosillic Acid - 25% | Pounds | 18,000 | \$ 0.300 \$ 5,400.00 | \$ 0.300 \$ 5,400.00 | | | | | | | | | | | | | | |
| 23 | Polyaluminum Chloride Solution | Pounds | 250,000 | | | | | \$ 0.288 \$ 71,500.00 | | | | | \$ 0.360 \$ 90,000.00 | | | | \$ 0.180 \$ 45,000.00 | | |
| 24 | Liquid Ferrous Chloride | Gallons | 20,000 | | | | | \$ 0.554 \$ 11,080.00 | \$ 0.50 \$ 11,600.00 | | | | | | | | | | |
| 25 | Clarifloc CE-1593 Polymer | Totes | 10 | | | | | | | | \$ 3,220.000 \$ 32,200.00 | | | | | | | | |
| 26 | Sodium Hypochlorite (NaOCl) | Totes | 17 (300 Gallon) Totes | \$ 1.44 \$ 510 | \$ 1,590 \$ 7,344.00 | | \$ 1.75 \$ 8,325.00 | | | | | | | | | | | | |
| 27 | Sodium Bisulfite Solution | Totes | 15 (300 Gallon) Totes | \$ 1.93 \$ 8,685.00 | \$ 2.390 \$ 10,350.00 | | \$ 2.15 \$ 5,675.00 | | | | | | | | | | | | |
| | | | | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond |
| | | | | Bonded Chemicals Inc. Columbus, OH | SAL Chemical Weirton, WV | Applied Specialties Avon Lake, OH | JCI Jones Barberton, OH | Kemira Water Solutions, Inc Lawrence, KS | PVS Technologies, Inc. Detroit, MI | Calgon Carbon Moon Twp, PA | SNF Polydyne Inc. Riceboro, GA | Shannon Chemical Exton, PA | Chemtrade Chemicals Parlappany, NJ | Univar USA Inc Cincinnati, OH | Brenntag Mid-South Hebron, OH | PVS Nolwood Chemicals Inc. Detroit, MI | USALCO, LLC Baltimore, MD | Penco, Inc. San Felipe, TX | Alexander Chemical Corporation, A Carus Company Peru, IL |

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

| Contract | Chemical | Unit | Quantity | Bonded Chemicals Inc. Columbus, OH | Applied Specialties Avon Lake, OH | JCI Jones Barberton, OH | Kemira Water Solutions, Inc Lawrence, KS | Calgon Carbon Moon Twp, PA | SNF Polydyne Inc. Riceboro, GA | Shannon Chemical Exton, PA | Chemtrade Chemicals Parisppany, NJ | Univar USA Inc Cincinnati, OH | Brenntag Mid-South Hebron, OH | PVS Nolwood Chemicals Inc. Detroit, MI | 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 | \$ 10,200 | | | | | | \$ 12,120 | | | \$ 15.54 | | | |
| | | | | \$ 122,400.00 | | | | | | \$ 145,440.00 | | | \$ 186,480.00 | | | |
| 2 | Hydrofluosilicic Acid (H ₂ SiF ₆) (Bid 1 of 3) | Gallons | 17,000 | \$ 2,320 | | | | | | | | \$ 2.13 | \$ 5,043 | \$ 2,870 | \$ 2.67 | \$ 2,878 |
| | | | | \$ 39,440.00 | | | | | | | | \$ 36,210.00 | \$ 85,731.00 | \$ 48,790.00 | \$ 45,390.00 | \$ 48,892.00 |
| 3 | Sodium Hydroxide Liquid (NaOH) (Bid 1 of 3) | Gallons | 50,000 | \$ 2,800 | | \$ 2.44 | | | | | | \$ 3,3680 | \$ 2,940 | | | |
| | | | | \$ 140,000.00 | | \$ 122,000.00 | | | | | | \$ 168,400.00 | \$ 147,000.00 | | | |
| 4 | Sodium Hypochlorite (NaOCl) (Bid 1 of 2) | Gallons | 90,000 | \$ 1,330 | | | | | | | | | \$ 1,670 | | | \$ 1,79000 |
| | | | | \$ 119,700.00 | | | | | | | | | \$ 168,300.00 | | | \$ 161,100.00 |
| 5 | Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃) | Gallons | 101,500 | | \$ 0.270 | | | | | | \$ 618.000 | | | | | |
| | | Wet Tons | 600 | | | | | | | \$ 370,800.0 | | | | | | |
| 6 | Powdered Activated Carbon (PAC) (Bid 1 of 3) | Pounds | 123,000 | \$ 0.6700 | | | | \$ 1.14 | | | | | \$ 2.96 | | | |
| | | | | \$ 107,010.0 | | | | \$ 140,220.00 | | | | | \$ 364,080.00 | | | |
| 7 | Ferrous Chloride Solution (FeCl2) (Bid 1 of 3) | Pounds | 350,000 | | | | \$ 0.810 | | | | | | | | | |
| | | | | | | | \$ 283,500.00 | | | | | | | | | |
| 8 | Polymer - Liquid (Bid 1 of 2) | Pounds | 88,000 | | | | | | \$ 1,400 | | | | | | | |
| | | | | | | | | | \$ 123,200.00 | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | | Bid Bond | Bid Bond | Bid Bond |
| | | | | Bonded Chemicals Inc. Columbus, OH | Applied Specialties Avon Lake, OH | JCI Jones Barberton, OH | Kemira Water Solutions, Inc Lawrence, KS | Calgon Carbon Moon Twp, PA | SNF Polydyne Inc. Riceboro, GA | Shannon Chemical Exton, PA | Chemtrade Chemicals Parisppany, NJ | Univar USA Inc Cincinnati, OH | Brenntag Mid-South Hebron, OH | PVS Nolwood Chemicals Inc. Detroit, MI | Pencco, Inc. San Felipe, TX | Alexander Chemical Corporation, A Carus Company Peru, IL |

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

| Contract | Chemical | Unit | Quantity | Bonded Chemicals Inc. Columbus, OH | Applied Specialties Avon Lake, OH | JCI Jones Barberton, OH | Kemira Water Solutions, Inc Lawrence, KS | SNF Polydyne Inc. Riceboro, GA |
|----------|--|-----------------|----------|---------------------------------------|--------------------------------------|----------------------------|--|-----------------------------------|
| 9 | Ferrous Chloride Solution (FeC12) (Bid 3 of 3) | Gallons | 25,000 | | | | \$ 1,020 | |
| | | | | | | | \$ 25,500.00 | |
| 10 | Sodium Aluminate - Liquid | Gallons | 16,000 | | \$ 0.240 | | | |
| | | | | | \$ 0.56 | | | |
| 11 | Sodium Bisulfate Solution (Reducite) | Gallon Totes | 7,000 | \$ 1,930 | | \$ 2,000 | | |
| | | | | \$ 13,510.00 | | \$ 14,000.00 | | |
| | | Gallon 15T Drum | 900 | | | \$ 2,250 | | |
| | | | | | | \$ 2,025.00 | | |
| 12 | Sodium Hypochlorite (NaOCl) (Bid 2 of 2) | Gallon Totes | 15,000 | \$ 1,44 | | \$ 1,750 | | |
| | | | | \$ 29,232.00 | | \$ 26,250.00 | | |
| | | Gallon Drums 50 | 2,700 | | | \$ 1,850 | | |
| | | | | | | \$ 4,995.00 | | |
| | | Gallon Drums 15 | 2,600 | | | \$ 1,950 | | |
| | | | | | | \$ 5,070.00 | | |
| 13 | Polymer Liquid | Pounds | 10,000 | | | | | \$ 1.40 |
| | | | | | | | | \$ 14,000.00 |
| | | | | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond |
| | | | | Bonded Chemicals Inc. Columbus, OH | Applied Specialties Avon Lake, OH | JCI Jones Barberton, OH | Kemira Water Solutions, Inc Lawrence, KS | SNF Polydyne Inc. Riceboro, GA |

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

| Contract | Chemical | Unit | Quantity | Bonded Chemicals Inc. Columbus, OH | SAL Chemical Weirton, WV | Applied Specialties Avon Lake, OH | JCI Jones Barberton, OH | Calgon Carbon Moon Twp, PA | Shannon Chemical Exton, PA | Chemtrade Chemicals Parissppany, NJ | Univar USA Inc Cincinnati, OH | Brenntag Mid-South Hebron, OH | PVS Nolwood Chemicals Inc. Detroit, MI | USALCO, LLC Baltimore, MD | Pencco, Inc. San Felipe, TX | Alexander Chemical Corporation, A Carus Company Peru, IL |
|----------|---|---------|----------|---------------------------------------|-----------------------------|--------------------------------------|----------------------------|-------------------------------|-------------------------------|---|----------------------------------|----------------------------------|--|------------------------------|--------------------------------|---|
| 14 | Liquid Chlorine (CL ₂) (Bid 2 of 2) | Pounds | 28,000 | \$ 1,250 | | | \$ 0.8733 | | | | | | | | | \$ 1.10 |
| | | | | \$ 35,000.00 | | | \$ 24,452.40 | | | | | | | | | \$ 30,800.00 |
| 15 | Powdered Activated Carbon (PAC) (Bid 3 of 3) | Tons | 8 | \$ 1,898.00 | | | | \$ 1.03 | | | | | | | | |
| | | | | \$ 15,184.00 | | | | | | | | | | | | |
| 16 | Sodium Hydroxide Liquid (NaOH) (Bid 2 of 2) | Gallons | 12,000 | \$ 1.48 | | | \$ 1,300 | | | | \$ 1,6490 | \$ 1,640 | | | | |
| | | | | \$ 17,760.00 | | | \$ 15,600.00 | | | | \$ 19,788.00 | \$ 19,680.00 | | | | |
| 17 | Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₂ Cl) | Gallons | 12,000 | | | \$ 0.625 | | | | \$ 6.49 | | | | \$ 3,5140 | | |
| | | | | | | | | | | \$ 77,880.00 | | | | \$ 42,168.00 | | |
| 18 | Hydrofluosilicic Acid (H ₂ SiF ₆) (Bid 3 of 3) | Gallons | 8,000 | \$ 2.93 | \$ 3,200 | | | | | | \$ 2.23 | | \$ 3.90 | | \$ 3.43 | |
| | | | | \$ 23,640.00 | \$ 25,600.00 | | | | | | \$ 17,840.00 | | \$ 31,200.00 | | \$ 27,440.00 | |
| 19 | Liquid Sodium Permanganate (NaMnO ₄) (Bid 2 of 2) | Gallons | 4,000 | \$ 11.20 | | | | | \$ 14.470 | | | | | | | |
| | | | | \$ 44,800.00 | | | | | \$ 57,880.00 | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | | Bid Bond | Bid Bond | Bid Bond | Bid Bond |
| | | | | Bonded Chemicals Inc. Columbus, OH | SAL Chemical Weirton, WV | Applied Specialties Avon Lake, OH | JCI Jones Barberton, OH | Calgon Carbon Moon Twp, PA | Shannon Chemical Exton, PA | Chemtrade Chemicals Parissppany, NJ | Univar USA Inc Cincinnati, OH | Brenntag Mid-South Hebron, OH | PVS Nolwood Chemicals Inc. Detroit, MI | USALCO, LLC Baltimore, MD | Pencco, Inc. San Felipe, TX | Alexander Chemical Corporation, A Carus Company Peru, IL |

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

| 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 | USALCO, LLC Baltimore, MD | Alexander Chemical Corporation, A Carus Company Peru, IL |
|----------|--------------------------------|---------|-------------------------------|---------------------------------------|-----------------------------|----------------------------|--|---------------------------------------|-----------------------------------|--|------------------------------|---|
| 20 | Chlorine (CL2) | Pounds | 12,000 | | | \$ 1,650.00 | | | | | | \$ 0.88 |
| | | | | | | \$ 19,800.00 | | | | | | \$ 10,776.00 |
| 21 | Liquid Caustic Soda - 50% NaOH | Gallons | 7,200 | \$ 3,200.00 | | \$ 2.55 | | | | | | |
| | | | | \$ 23,040.00 | | \$ 18,360.00 | | | | | | |
| 22 | Hydrofluosilicic Acid - 25% | Pounds | 18,000 | \$ 0.300 | \$ 0.300 | | | | | | | |
| | | | | \$ 5,400.00 | \$ 5,400.00 | | | | | | | |
| 23 | Polyaluminum Chloride Solution | Pounds | 250,000 | | | | \$ 0.286 | | | \$ 0.360 | \$ 0.180 | |
| | | | | | | | \$ 71,500.00 | | | \$ 90,000.00 | \$ 45,000.00 | |
| 24 | Liquid Ferrous Chloride | Gallons | 20,000 | | | | \$ 0.554 | \$ 0.58 | | | | |
| | | | | | | | \$ 11,080.00 | \$ 11,600.00 | | | | |
| 25 | Clarifloc CE-1593 Polymer | Totes | 10 | | | | | | \$ 3,220.000 | | | |
| | | | | | | | | | \$ 32,200.00 | | | |
| 26 | Sodium Hypochlorite (NaOCl) | Totes | 17 (300 Gallon) Totes 5100 | \$ 1.44 | \$ 1.590 | \$ 1.75 | | | | | | |
| | | | | \$ 7,344.00 | \$ 8,109.00 | \$ 8,925.00 | | | | | | |
| 27 | Sodium Bisulfite Solution | Totes | 15 (300 Gallon) Totes 4500 | \$ 1.93 | \$ 2.300 | \$ 2.15 | | | | | | |
| | | | | \$ 8,685.00 | \$ 10,350.00 | \$ 9,675.00 | | | | | | |
| | | | | | | | | | | | | |
| | | | | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond | Bid Bond |
| | | | | 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 | USALCO, LLC Baltimore, MD | Alexander Chemical Corporation, A Carus Company Peru, IL |

RESOLUTION NO. 74-2021

Introduced by Mark Claus

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 FORTY THOUSAND FIFTY-TWO AND 40/100 DOLLARS (\$40,052.40)

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 14 Tons of Chlorine (in an amount not to exceed Twenty-Four Thousand Four Hundred Fifty-Two and 40/100 Dollars (\$24,452.40)) and 12,000 Gallons of Sodium Hydroxide (in an amount not to exceed Fifteen Thousand Six Hundred and 00/100 Dollars (\$15,600.00)) to JCI Jones Chemicals Inc. in a total amount not to exceed Forty Thousand Fifty-Two and 40/100 Dollars (\$40,052.40), 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:

Authorized Signature:

Print Name of Authorized Signatory:

Title:

Participant Name (If different from Bidder):

Company Name:

Mailing Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Where Incorporated:

Federal Tax Identification Number:

Contact Person for Contract processing:

JCI Jones Chemicals, Inc.

By:

Summer Mello
Nat'l Sales Admin

JCI Jones Chemicals, Inc.

1765 Ringling Blvd
Sarasota, FL 34236

(941) 330-1537

(941) 330-9657

barberton@jci chem. com

New York

16-0809645

Summer Mello

ADDITIONAL SIGNATURE FOR JOINT VENTURE

Authorized Signature:

By:

Print Name of Authorized Signature:

Title:

Participant Name:

Mailing Address:

Telephone Number:

Facsimile Number:

**CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022**

| ITEM NO. | CHEMICAL DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL COST |
|----------|---|--|---|-----------------------|
| 1 | Liquid Sodium Permanganate (NaMnO ₄) | 12,000 Gallons More or Less | \$ <u> </u> | \$ <u> </u> |
| 2 | Hydrofluosilicic Acid (H ₂ SiF ₆) | 17,000 Gallons More or Less | \$ <u> </u> | \$ <u> </u> |
| 3 | Sodium Hydroxide Liquid (NaOH) | 50,000 Gallons More or Less | \$ 2.44* | \$ 122,000.00* |
| 4 | Sodium Hypochlorite (NaOCl) | 90,000 Gallons More or Less | \$ <u> </u> | \$ <u> </u> |
| 5 | Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃) | 101,500 Gallons More or Less/ Wet Tons 600 | \$ <u> </u> | \$ <u> </u> |
| 6 | Powdered Activated Carbon (PAC) | 123,000 Pounds More or Less | \$ <u> </u> | \$ <u> </u> |
| 7 | Ferrous Chloride Solution (FeCl ₂) | 350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe | \$ <u> </u> | \$ <u> </u> |
| 8 | Polymer - Liquid | 88,000 Pounds More or Less | \$ <u> </u> | \$ <u> </u> |
| 9 | Ferrous Chloride Solution (FeCl ₂) | 25,000 Gallons More or Less | \$ <u> </u> | \$ <u> </u> |
| 10 | Sodium Aluminate - Liquid | 16,000 Gallons More or Less in bulk loads and/or 300 gallon totes | \$ <u> </u> | \$ <u> </u> |
| 11 | Sodium Bisulfite Solution (Reducite) | 7,000 Gallons in 300 Gallon Totes 900 Gallons in 15 Gallon Drums More or Less | 2.00* - 300g 2.25* - 15g | \$ 16,025.00* |
| 12 | Sodium Hypochlorite (NaOCl) | 15,000 Gallons in 300 Gallon Totes 2,700 Gallons in 50 Gallon Drums 2,600 Gallons in 15 Gallon Drums More or Less | 1.75* - 300g 1.85* - 50g 1.95* - 15g | \$ 36,315.00* |
| 13 | Polymer - Liquid | 10,000 Pounds more or less in 2,300 Pound Totes | \$ <u> </u> | \$ <u> </u> |
| 14 | Liquid Chlorine (CL ₂) | 28,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cylinder, if applicable | No Deposits .8733* | \$ 24,452.40* |
| 15 | Powdered Activated Carbon (PAC) | 8 Tons More or Less | \$ <u> </u> | \$ <u> </u> |

S A N D U S K Y E R I E C O U N T Y

**CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022**

| | | | | |
|---|---|------------------------------------|-------------------|----------------------------|
| 16 | Sodium Hydroxide Liquid (NaOH) | 12,000 Gallons More or Less | \$ 1.30* | \$ 15,600.00* |
| 17 | Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl) | 12,000 Gallons More or less | \$ | \$ |
| 18 | Hydrofluosilicic Acid (H ₂ SiF ₆) | 8,000 Gallons More or Less | \$ | \$ |
| 19 | Liquid Sodium Permanganate (NaMnO ₄) | 4,000 Gallons More or Less | \$ | \$ |
| 20 | Chlorine (Cl ₂) | 12,000 Pounds More or Less | \$.625* OR 1.65* | \$ 7,500.00* OR 19,800.00* |
| 21 | Liquid Caustic Soda - 50% NaOH | 7,200 Gallons More or Less. | \$ 2.55* | \$ 18,360.00* |
| 22 | Hydrofluosilicic Acid - 25% | 18,000 Pounds More or Less | \$ | \$ |
| 23 | Polyaluminum Chloride Solution | 250,000 Pounds More or Less | \$ | \$ |
| 24 | Liquid Ferrous Chloride | 20,000 Gallons More or Less | \$ | \$ |
| 25 | Clarifloc CE-1593 Polymer | 10 (275 gallon) Totes More or Less | \$ | \$ |
| 26 | Sodium Hypochlorite (NaOCl) | 17 (300 gallon) Totes More or Less | \$ 1.75* | \$ 8,925.00* |
| 27 | Sodium Bisulfite Solution | 15 (300 gallon) Totes More or Less | \$ 2.15* | \$ 9,675.00* |
| Bidder Name: JCI Jones Chemicals, Inc | | | | |
| Bidder Address: 1765 Ringling Blvd, Sarasota FL 34236 | | | | |
| Telephone Number: 941-330-1537 | | | | |
| Fax Number: 941-330-9657 Email Address: barberton@jcichem.com | | | | |
| Date: 10/8/21 | | | | |

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

See specifications for exact details

***SEE ATTACHED BID NOTE**



***Bid Note:**

JCI is bidding on the one year award period stated of CY 2022.

With the exception of the \$1.65/lb option on item #20 Vermilion Chlorine (see below), all of our bid prices are firm through **3/31/22 Only**.

Price increases thereafter based solely on any raw materials cost increases issued by the Producers- documentation & 30 day notice will be provided.

For item #20 Vermilion Chlorine, we are offering the option of either \$.625/lb firm through 3/31/22 as detailed above, OR \$1.65/lb firm One Year.

**CITY OF SANDUSKY
BID GUARANTY AND CONTRACT BOND**

(Section 153.571, Ohio Revised Code)

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

JCI Jones Chemicals, Inc. 1765 Ringling Blvd., Sarasota, FL 34236,
(Name and Address)

as Principal, and Federal Insurance Company,
(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 14, 2021, to undertake the Project known as:

Chemicals FY2022

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 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.

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 14th day of October, 2021.

PRINCIPAL: JCI Jones Chemicals, Inc.

BY: [Signature]

TITLE: Natl Sales Admin

SURETY: Federal Insurance Company

BY: [Signature]
Sharon A. Foulk Attorney-in-Fact



SURETY ADDRESS:

202B Hall's Mill Road
Street

Whitehouse Station, NJ 08889
City State Zip

215-640-1000
Telephone Number

SURETY AGENT'S ADDRESS:

Arthur J Gallagher Risk Management Services, Inc.

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

On this 14th day of October, 2021, before me, Karen E. Socha, a Notary Public, duly commissioned and sworn, personally appeared Sharon A. Foulk, known to me to be the duly authorized Attorney-in-fact of the Federal Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said Sharon A. Foulk duly acknowledged to me that she subscribed the name of the Federal Insurance Company thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires
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: K40320593

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**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



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. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

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-in-fact 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 Written Commitments.
- (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 14, 2021**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



PROJECT NAME: _____
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

STATE OF 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 TIIB 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.

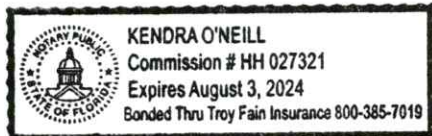
NAME: _____
(SIGNATURE)

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 8 DAY
OF October, 20 21

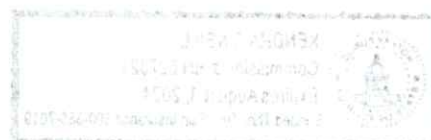


Kendra O'Neill
NOTARY PUBLIC

{SJD0318.DOC;4}

CITY-IB-19

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • telephone: 941.330.1537 • facsimile: 941.330.9657 • 800.477.1078
Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC
Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA
www.jcchemicals.com





**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: Chemicals FY2022
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

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 arms-length, 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 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.

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 8 day of October, 2021.



Kelly Osell
NOTARY PUBLIC

Corporate Offices • 1765 Ringling Blvd. • Sarasota, Florida 34236 • telephone: 941.330.1537 • facsimile: 941.330.9657 • 800.477.1078

Branch Locations • Warwick, NY • Caledonia, NY • Barberton, OH • Riverview, MI • Merrimack, NH • Charlotte, NC

Jacksonville, FL • Beech Grove, IN • Milford, VA • Tacoma, WA • Torrance, CA

www.jcchemicals.com

N/A

**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: Chemicals
FY2022

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 (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)(I) and (J)(I) of the Ohio Revised Code Section 3517.13.

NAME: [Signature]
(SIGNATURE)

NAME: Summer Mello
(PRINTED)

TITLE: National Sales Admin



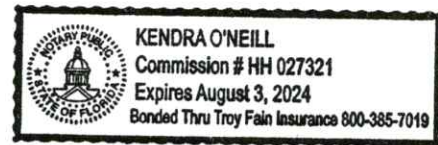
STATE OF Florida

COUNTY OF Sarasota SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 8
DAY OF October, 2021



NOTARY PUBLIC



**CITY OF SANDUSKY
NON-COLLUSION AFFIDAVIT**

STATE OF Florida }
COUNTY OF Sarasota } ss:

The undersigned hereby certifies as follows:

- (1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on 10/14/21 in accordance with the Contract Documents dated 10/8/21 (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: Oct 8, 2021

JCI Jones Chemicals, Inc.

(Name of Bidder)

By: 

Signature of person authorized to bind
the Bidder

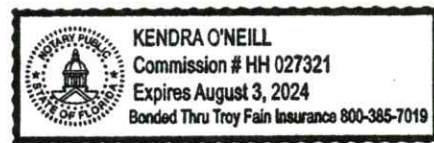
STATE OF Florida)
COUNTY OF Sarasota) ss

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 8 DAY OF October, 2021.

(seal)

Kendra O'Neill

Notary Public





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.

A blue ink signature of Jeffrey W. Jones, written in a cursive style, positioned above a horizontal line.

Jeffrey W. Jones
Chief Executive Officer & President

ATTEST:

A blue ink signature of Laura Webber, written in a cursive style, positioned above a horizontal line.
Laura Webber

CORPORATE OFFICES: 1765 RINGLING BLVD, SARASOTA, FLORIDA 34236 ♦ TELEPHONE 941.330.1537 ♦ TOLL FREE 800.477.1078 ♦ FAX 941.330.9657

BRANCH LOCATIONS: WARWICK, NY CALEDONIA, NY BARBERTON, OH RIVERVIEW, MI MERRIMACK, NH CHARLOTTE, NC
JACKSONVILLE, FL BEECH GROVE, IN MILFORD, VA TACOMA, WA TORRANCE, CA

WWW.JCICHEMICALS.COM

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 28th day of January, A.D. 2021.

A handwritten signature in blue ink, reading "Frank LaRose".

Ohio Secretary of State

Validation Number: 202102801120



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 Mello

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

CERTIFICATE OF COMPLIANCE

Certificate Number 20140416-MH18026
Report Reference 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

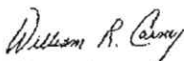
Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

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:  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.



William R. Camoy, Director, North American Certification Programs
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus





Quality Certificate

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

Customer Contact:
Vessel Id: AXLX3197

Ship Date
09/30/2021
PO No.
03-3901
Order No.
1968627-000010
Customer number
37473
Plant: Natrium

Delivery Item.
85009586-900001
Shipment
840228
Net Wt
197,350.000 LB
Dry Wt
102,089.16 LB

Material: 80006370 LIQ CAU SODA-MC50 BULK

Batch: 0001224308 **Package Qty:** 197,350.000 LB

| Property | Unit | Value | Lower Limit | Upper Limit | Method |
|---------------------|------|-------|-------------|-------------|---------------|
| NaOH | % | 50.74 | 49.50 | 51.00 | CD-27-1 |
| Na2O | %wt | 39.31 | 38.35 | 39.55 | CD-27-1 |
| 76% Na2O - Strength | % | 51.73 | 50.46 | 52.14 | CD-27-1 |
| Na2CO3 | %wt | 0.03 | | 0.05 | CD-27-1 |
| NaClO3 | ppm | 1 | | 3 | NP-04-03 |
| NaCl | ppm | 5 | | 25 | NP-04-02 |
| Al2O3 | ppm | 0 | | 3 | ICP |
| CaO | ppm | 1 | | 3 | ICPCAMGAB |
| Cu | ppb | 16 | | 100 | 89 - NP 04 31 |
| Fe | ppm | 0.2 | | 3.0 | ICP |
| Hg | ppb | 12.0 | | 500.0 | PRO-80077 |
| MgO | ppm | 0 | | 2 | ICPCAMGAB |
| Mn | ppb | 13 | | 250 | 89 - NP 04 31 |
| Na2SO4 | ppm | 0 | | 15 | ICP |
| Ni | ppb | 11 | | 300 | ICP |
| Pb | ppm | 0.0 | | 5.0 | ICP |
| SiO2 | ppm | 0 | | 15 | ICPCAMGAB |

Material Sales Text

Seal No: 00730612 00730613 00730625 00730633

The test results herein are believed to be accurate but are laboratory tests based on limited sampling 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 MERCHANTABILITY AND 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 : 09/30/2021
Time : 05:32:19

Required Signature

Joe Mc Mullen

BOL #: _____

Customer Name: BARBERTON

JCI JONES CHEMICALS, INC.
CERTIFICATE OF ANALYSIS

SODIUM HYDROXIDE, 25.0%

Chemical Name: Sodium Hydroxide Solution
Trade Name: Caustic Soda (Sodium Hydroxide)
Sample Date & Time: 9-24-21 @ 1600
Date of Manufacture: 9-24-21
Sampling Location: Barberton, Ohio

Analysis

Sodium Hydroxide (NaOH) (wt%)..... 25
Specific Gravity @ 120 F (15.6 C)..... 1.260

Physical Form and Color: Clear or white liquid

Andra Martina
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 Mello

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

Customer: AlcoSanJCI JONES CHEMICALS, INC.
CERTIFICATE OF ANALYSISSodium Bisulfite, 38 – 40%

Chemical Name: Sodium Bisulfite Solution
Trade Name: Sodium Bisulfite Solutions
Sample Date: 10 / 5 / 21 @ 1230 hrs.
Date of Manufacture: 10 / 5 / 21
Sampling Location: Tanker

Analysis

Sodium Bisulfite (NaHSO_3) (wt %) 38.5%
pH of Solution (S.U.) 3.5
Specific Gravity 1.310 @ 80 °F

Physical Form and Color: Clear greenish liquid


Analyst

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

Description

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 Mello

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

CERTIFICATE OF COMPLIANCE

Certificate Number 20140416-MH18026
Report Reference 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 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.



William R. Carey, Director, North American Certification Programs
UL LLC

Any information and documentation involving UL mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at usinfo@ul.com/contactus



Customer: BARBERTON

JCI JONES CHEMICALS, INC.
CERTIFICATE OF ANALYSIS

Sunny Sol[®] 150

Chemical Name: Sodium Hypochlorite Solution

Trade Name: Sunny Sol "150"

Sample Date: 9/19/21

Date of Manufacture: 9/19/21

Sampling Location: BARBERTON, OH

Analysis

Trade Percent Available Chlorine (% by volume) 15.6
Available Chlorine (Cl₂) (wt %) 13
Excess Sodium Hydroxide (NaOH) (gpl) 5
Specific Gravity 1.200 @ 68 °F

Physical Form and Color: Straw color liquid

Note: Available Chlorine (wt %) = Trade Percent / Specific Gravity

Andrew Martineau
Analyst

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 contaminants 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 Mello

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

CERTIFICATE OF COMPLIANCE

Certificate Number 20140416-MH18026
Report Reference MH18026-20020711
Issue Date 2014-APRIL-16

Issued to: JCI JONES CHEMICALS INC
1765 RINGLING BLVD
SARASOTA FL 34236



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

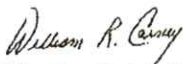
Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

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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.



William R. Gentry, Director, North American Certification Programs
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at yourul.com/contact



Certificate of Quality



ATTN:

Date Printed: 09/29/2021
Date Shipped: 09/29/2021

Ship-To:
JONES CHEMICALS INC; Barberton
2500 VANDERHOFF RD
BARBERTON OH 44203
UNITED STATES

Ship-From:
Ashta Chemicals
Ashtabula, OH
3509 Middle Road
ASHTABULA OH 44004
UNITED STATES



Customer Purchase Order: 03-3904
Third Party Purchase Order:
Estimated Bill Quantity: 89.25 TN
Mode: Railcar

Net Weight: 178,500 LB
Gross Weight: 273,400 LB
Vehicle No.: TILX601363
Seal No.: 10167 9355

This document is not an official Bill of Lading. Official Bills of Lading are transmitted via EDI.

Material Description:
Chlorine

Customer Product Reference:

Inspection Lot: 4708716

| Characteristic | Unit | Value | Min | Max |
|---------------------------|------|-------|------|-----|
| Chlorine, Cl2 | wt% | 99.9 | 99.5 | - |
| Non-Volatile Residue, NVR | ppm | 10 | - | 50 |
| Moisture, H2O | ppm | 10 | - | 50 |

This product has been certified according to NSF/ANSI 60 at a maximum use level in drinking water of 30 mg/L.

Product quality information attested by: OLIN CORPORATION

Olin Chlor Alkali Manufacturing Site Quality Management Systems are ISO 9001 registered.

Olin quality documents shall apply solely to the particular sales transaction where the Olin product parcel and/or shipping container is received by any distributor, and any attempt to use such Olin quality documents in relation to a subsequent sales transaction by distributor to its customers is unauthorized and voids each such Olin quality document.

Olin Document Information

| Delivery#: | Sales Order: | Ship-To #: | Material #: | Insp. Plan: | Grp. Cntr: | Route/Carrier: | Sheet No: |
|------------|--------------|------------|-------------|-------------|------------|-----------------------|-----------|
| 23494722 | 13450167 | 90001197 | 105015 | CAP-004 | P1 | 120104/CSX TRANSPORTA | 1/1 |

RESOLUTION NO. 75-2021

Introduced by Monty Tapp

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 EIGHTY THOUSAND NINE HUNDRED FORTY AND XX/100 DOLLARS (\$80,940.00)

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 12,000 Gallons of Aluminum Chlorhydrate Polymer Blend to Applied Specialties in an amount not to exceed Eighty Thousand Nine Hundred Forty and xx/100 Dollars (\$80,940.00)), 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:

Applied Specialties, Inc.

Authorized Signature:

By: 

Print Name of Authorized Signatory:

C. Scheurman

Title:

President

Participant Name (If different from Bidder):

Company Name:

Applied Specialties, Inc.

Mailing Address:

P.O. Box 307

Avon Lake, OH 44012

Telephone Number:

(440) 933-9442

Facsimile Number:

(440) 933-9439

E-Mail Address:

Scheurman.Terry@AppliedSpecialties.com

Where Incorporated:

Ohio

Federal Tax Identification Number:

34-1342858

Contact Person for Contract processing:

Erin Friend

Friend.Erin@AppliedSpecialties.com

ADDITIONAL SIGNATURE FOR JOINT VENTURE

Authorized Signature:

By: _____

Print Name of Authorized Signature:

Title:

Participant Name:

Mailing Address:

Telephone Number:

Facsimile Number:

**CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022**

| ITEM NO. | CHEMICAL DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL COST |
|----------|---|--|---------------------------------|---------------|
| 1 | Liquid Sodium Permanganate (NaMnO ₄) | 12,000 Gallons More or Less | \$No Bid | \$ |
| 2 | Hydrofluosilicic Acid (H ₂ SiF ₆) | 17,000 Gallons More or Less | \$No Bid | \$ |
| 3 | Sodium Hydroxide Liquid (NaOH) | 50,000 Gallons More or Less | \$No Bid | \$ |
| 4 | Sodium Hypochlorite (NaOCl) | 90,000 Gallons More or Less | \$No Bid | \$ |
| 5 | Aluminum Sulfate Polymer Blend - Liquid (Type One) (Al ₂ (SO ₄) ₃) | 101,500 Gallons More or Less/ 600 Wet Tons | \$0.27/lb | \$324,000.000 |
| 6 | Powdered Activated Carbon (PAC) | 123,000 Pounds More or Less | \$No Bid | \$ |
| 7 | Ferrous Chloride Solution (FeCl ₂) | 350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe | \$No Bid | \$ |
| 8 | Polymer - Liquid | 88,000 Pounds More or Less | \$No Bid | \$ |
| 9 | Ferrous Chloride Solution (FeCl ₂) | 25,000 Gallons More or Less | \$No Bid | \$ |
| 10 | Sodium Aluminate - Liquid | 16,000 Gallons More or Less in bulk loads and/or 300 gallon totes | 0.24/lb Bulk \$0.56/lb Totes | \$47,166.72 |
| 11 | Sodium Bisulfite Solution (Reducite) | 7,000 Gallons in 300 Gallon Totes 900 Gallons in 15 Gallon Drums More or Less | \$No Bid | \$ |
| 12 | Sodium Hypochlorite (NaOCl) | 15,000 Gallons in 300 Gallon Totes 2,700 Gallons in 50 Gallon Drums 2,600 Gallons in 15 Gallon Drums More or Less | \$No Bid | \$ |
| 13 | Polymer - Liquid | 10,000 Pounds more or less in 2,300 Pound Totes | \$No Bid | \$ |
| 14 | Liquid Chlorine (Cl ₂) | 28,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cylinder, if applicable | \$No Bid | \$ |
| 15 | Powdered Activated Carbon (PAC) | 8 Tons More or Less | \$No Bid | \$ |

Updated 9/23/2021

CITY-BF-2

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**CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022**

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|----|---|------------------------------------|-------------|--------------|
| 16 | Sodium Hydroxide Liquid (NaOH) | 12,000 Gallons More or Less | \$ No Bid | \$ |
| 17 | Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl) | 12,000 Gallons More or less | \$ 0.625/lb | \$ 80,940.00 |
| 18 | Hydrofluosilicic Acid (H ₂ SiF ₆) | 8,000 Gallons More or Less | \$ No Bid | \$ |
| 19 | Liquid Sodium Permanganate (NaMnO ₄) | 4,000 Gallons More or Less | \$ No Bid | \$ |
| 20 | Chlorine (Cl ₂) | 12,000 Pounds More or Less | \$ No Bid | \$ |
| 21 | Liquid Caustic Soda - 50% NaOH | 7,200 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 | \$ |
| 24 | Liquid Ferrous Chloride | 20,000 Gallons More or Less | \$ No Bid | \$ |
| 25 | Clarifloc CE-1593 Polymer | 10 (275 gallon) Totes More or Less | \$ No Bid | \$ |
| 26 | Sodium Hypochlorite (NaOCl) | 17 (300 gallon) Totes More or Less | \$ No Bid | \$ |
| 27 | Sodium Bisulfite Solution | 15 (300 gallon) Totes More or Less | \$ No Bid | \$ |

Bidder Name: Applied Specialties, Inc.
 Bidder Address: 33555 Pin Oak Parkway, Avon Lake, OH 44012
 Telephone Number: (440) 933-9442
 Fax Number: (440) 933-9486 Email Address: Friend.Erin@AppliedSpecialties.com
 Date: October 4, 2021

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

**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, OH 44012

(Name and Address)

as Principal, and Old Republic Surety Company

(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 14, 2021, to undertake the Project known as:

Supplying Chemicals for calendar year 2022

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 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.

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 5th day of October, 2021.

PRINCIPAL: Applied Specialties, Inc.

BY: *John*

TITLE: *President*

SURETY: Old Republic Surety Company

BY: *Tara L. Bohac*

Attorney-in-Fact
Tara L. Bohac

SURETY ADDRESS:

455 S. Moorland Road, Suite 200
Street

Brookfield, WI 53005
City State Zip

(800) 217-1792
Telephone Number

SURETY AGENT'S ADDRESS:

Fitzgibbons Arnold & Company Agency, Inc.
Agency Name

25730 First Street
Street

Westlake, OH 44145
City State Zip

(440) 892-3636
Telephone Number



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MATTHEW W. ARNOLD, TARA L. BOHAC, ZACHARY J. ARNOLD of CLEVELAND, OH**

its true and lawful Attorney(s)-in-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 than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung 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 sealed 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-fact 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 and 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 and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal 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 seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of January, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of January, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

27-0715



Signed and sealed at the City of Brookfield, WI this 5th day of October, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

FITZGIBBONS-ARNOLD & CO AGENCY

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

Judith French - Director

Certificate of Compliance



Issued 03/24/2021

Effective 04/02/2021

Expires 04/01/2022

I, Judith French, 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, 2020 that it has admitted assets in the amount of \$154,817,708, liabilities in the amount of \$72,727,588, and surplus of at least \$82,090,120.

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

Judith L. French

Judith French, Director



OLD REPUBLIC SURETY COMPANY
OF BROOKFIELD, WISCONSIN

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

ADMITTED ASSETS

| | |
|--|----------------------|
| Bonds | \$96,406,431 |
| Common stocks | 47,680,094 |
| Cash and cash equivalents | 2,338,525 |
| Premiums and agents' balances in course of collection (not over 90 days) | 4,929,292 |
| Amounts recoverable from reinsurers | 40,255 |
| Investment income due and accrued | 812,902 |
| Net deferred tax asset | 919,407 |
| Receivables from parent, subsidiaries and affiliates | 1,690,803 |
| TOTAL ADMITTED ASSETS | \$154,817,708 |

LIABILITIES AND SURPLUS

| | |
|---|----------------------|
| Losses | \$12,821,623 |
| Loss adjustment expenses | 6,578,613 |
| Commissions payable, contingent commissions and other similar charges | 2,746,700 |
| Other expenses (excluding taxes, licenses and fees) | 4,612,242 |
| Taxes, licenses and fees (excluding federal income taxes) | 589,161 |
| Current federal income taxes | 518,519 |
| Unearned premiums | 41,948,982 |
| Advance premium | 284,169 |
| Ceded reinsurance premiums payable (net of ceding commissions) | 2,509,653 |
| Amounts withheld or retained by company for account of others | 24,638 |
| Drafts outstanding | 22,999 |
| Payable to parent, subsidiaries and affiliates | 53,759 |
| Other liabilities | 16,530 |
| TOTAL LIABILITIES | \$72,727,588 |
| Common capital stock | 2,900,000 |
| Gross paid in and contributed surplus | 16,534,036 |
| Unassigned funds (surplus) | 62,656,084 |
| SURPLUS AS REGARDS POLICYHOLDERS | \$82,090,120 |
| TOTAL LIABILITIES AND SURPLUS | \$154,817,708 |

Securities carried at \$3,294,237 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, 2020, 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 here-in-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, 2020, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic
Alan P. Pavlic, President/COO

Karen J. Haffner
Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 15th day of March, 2021.

Deborah L. Voigts
Notary Public, State of Wisconsin
My Commission expires: July 31, 2023





**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT**

CONTRACT NAME: CHEMICALS FY2022

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

Applied Specialties, Inc.
BIDDER'S NAME

STATE OF Ohio

COUNTY OF Lorain SS:

The undersigned hereby certifies 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:

CITY-BA-1

- 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 arms-length, 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.

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

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: C. SCHEURMAN

(PRINTED)

TITLE: PRESIDENT

STATE OF Ohio

COUNTY OF Lorain SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 8th DAY OF October, 2021.



CHRISTOPHER SPANOS
Notary Public, State of Ohio
My Commission Expires
March 22nd, 2022


NOTARY PUBLIC

CITY-BA-2



**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT #2**

CONTRACT NAME: CHEMICALS FY2022

LOBBYING AND CAMPAIGN
FINANCING CERTIFICATION

DIRECTOR OF ENGINEERING SERVICES
CITY OF SANDUSKY

Applied Specialties, Inc.
BIDDER'S NAME

STATE OF Ohio

COUNTY OF Lorain SS:

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)(1) of the Ohio Revised Code Section 3517.13.

NAME: 
(SIGNATURE)

NAME: C SCHEURMAN
(PRINTED)

TITLE: President

CITY-BA2-1

STATE OF Ohio

COUNTY OF Lecain SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 8th DAY OF
October 2021



CHRISTOPHER SPANOS
Notary Public, State of Ohio
My Commission Expires
March 22nd, 2022

Christopher Spanos
NOTARY PUBLIC

CITY-BA-2



**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT
EXHIBIT A**

Project Name: Chemicals FY2022

Contract: Chemicals FY2022

Bidder's Name: Applied Specialties, Inc.

Related official/public employee:

N/A – NOT APPLICABLE

CITY-BA-3

**CITY OF SANDUSKY
NON-COLLUSION AFFIDAVIT**

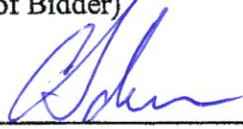
STATE OF Ohio }
COUNTY OF Lorain } ss:

The undersigned hereby certifies as follows:

- (1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on October 4, 2021 in accordance with the Contract Documents dated October 4, 2021 (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 4, 2021

C. Scheurman for
Applied Specialties, Inc.
(Name of Bidder)

By: 
Signature of person authorized to bind
the Bidder

STATE OF Ohio)
COUNTY OF Lorain) ss

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 8th DAY OF October
2021.

(seal)



CHRISTOPHER SPANOS
Notary Public, State of Ohio
My Commission Expires
March 22nd, 2022

Christopher Spanos
Notary Public

RESOLUTION NO. 76-2021

Introduced by Joe Dike

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 THIRTEEN THOUSAND THREE HUNDRED EIGHTY AND XX/100 DOLLARS (\$13,380.00)

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 6,000 Gallons of Hydrofluosilicic Acid to Univar Solutions USA Inc. in an amount not to exceed Thirteen Thousand Three Hundred Eighty and xx/100 Dollars (\$13,380.00), 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:

Authorized Signature:

Print Name of Authorized Signatory:

Title:

Participant Name (If different from Bidder):

Company Name:

Mailing Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Where Incorporated:

Federal Tax Identification Number:

Contact Person for Contract processing:

Shelley Riggle

By:

Shelley Riggle

Shelley Riggle

Municipal Specialist

Univar Solutions USA LLC

4600 Dues Drive

Cincinnati Ohio 45246

513-969-7393

Shelley.Riggle@univarsolutions.com

Washington

91-1347935

Shelley Riggle

ADDITIONAL SIGNATURE FOR JOINT VENTURE

Authorized Signature:

By: _____

Print Name of Authorized Signature:

Title:

Participant Name:

Mailing Address:

Telephone Number:

Facsimile Number:

N/A

CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022

| ITEM NO. | CHEMICAL DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL COST |
|----------|---|--|-----------------|---------------------------------|
| 1 | Liquid Sodium Permanganate (NaMnO ₄) | 12,000 Gallons More or Less | \$ 0 | \$ 0 |
| 2 | ★ 4,000 gallon minimum order qty ★ Hydrofluosilicic Acid (H ₂ SiF ₆) | 17,000 Gallons More or Less | \$ 2.13 gallon | \$ 36,210.00 ^{23/6/22} |
| 3 | Sodium Hydroxide Liquid (NaOH) 50% | 50,000 Gallons More or Less | \$ 3.368 gallon | \$ 168,400.00 |
| 4 | Sodium Hypochlorite (NaOCl) | 90,000 Gallons More or Less | \$ 0 | \$ 0 |
| 5 | Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃) | 101,500 Gallons More or Less/ Wet Tons 600 | \$ 0 | \$ 0 |
| 6 | Powdered Activated Carbon (PAC) | 123,000 Pounds More or Less | \$ 0 | \$ 0 |
| 7 | Ferrous Chloride Solution (FeCl ₂) | 350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe | \$ 0 | \$ 0 |
| 8 | Polymer - Liquid | 88,000 Pounds More or Less | \$ 0 | \$ 0 |
| 9 | Ferrous Chloride Solution (FeCl ₂) | 25,000 Gallons More or Less | \$ 0 | \$ 0 |
| 10 | Sodium Aluminate - Liquid | 16,000 Gallons More or Less in bulk loads and/or 300 gallon totes | \$ 0 | \$ 0 |
| 11 | Sodium Bisulfite Solution (Reductite) | 7,000 Gallons in 300 Gallon Totes 900 Gallons in 15 Gallon Drums More or Less | \$ 0 | \$ 0 |
| 12 | Sodium Hypochlorite (NaOCl) | 15,000 Gallons in 300 Gallon Totes 2,700 Gallons in 50 Gallon Drums 2,600 Gallons in 15 Gallon Drums More or Less | \$ 0 | \$ 0 |
| 13 | Polymer - Liquid | 10,000 Pounds more or less in 2,300 Pound Totes | \$ 0 | \$ 0 |
| 14 | Liquid Chlorine (Cl ₂) | 28,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cylinder, if applicable | \$ 0 | \$ 0 |
| 15 | Powdered Activated Carbon (PAC) | 8 Tons More or Less | \$ 0 | \$ 0 |

S A N D U S K Y E R I E C O U N T Y

CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022

| | | | | |
|---|---|------------------------------------|-----------------|------------------------------------|
| 16 | Sodium Hydroxide Liquid (NaOH) 25% | 12,000 Gallons More or Less | \$ 1.649 gallon | \$ 19,788. ⁰⁰ |
| 17 | Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl) | 12,000 Gallons More or less | \$ 0 | \$ 0 |
| 18 | ★ 1,800 gallon minimum order qty ★ Hydrofluosilicic Acid (H ₂ SiF ₆) | 8,000 Gallons More or Less | \$ 2.23 gallon | \$ 17,840. ⁰⁰ - 23% off |
| 19 | Liquid Sodium Permanganate (NaMnO ₄) | 4,000 Gallons More or Less | \$ 0 | \$ 0 |
| 20 | Chlorine (Cl ₂) | 12,000 Pounds More or Less | \$ 0 | \$ 0 |
| 21 | Liquid Caustic Soda - 50% NaOH | 7,200 Gallons More or Less. | \$ 0 | \$ 0 |
| 22 | Hydrofluosilicic Acid - 25% | 18,000 Pounds More or Less | \$ 0 | \$ 0 |
| 23 | Polyaluminum Chloride Solution | 250,000 Pounds More or Less | \$ 0 | \$ 0 |
| 24 | Liquid Ferrous Chloride | 20,000 Gallons More or Less | \$ 0 | \$ 0 |
| 25 | Clarifloc CE-1593 Polymer | 10 (275 gallon) Totes More or Less | \$ 0 | \$ 0 |
| 26 | Sodium Hypochlorite (NaOCl) | 17 (300 gallon) Totes More or Less | \$ 0 | \$ 0 |
| 27 | Sodium Bisulfite Solution | 15 (300 gallon) Totes More or Less | \$ 0 | \$ 0 |
| Bidder Name: <u>Univar Solutions, USA Inc.</u> | | | | |
| Bidder Address: <u>4400 Dues Drive Cincinnati Ohio 45246</u> | | | | |
| Telephone Number: <u>513-969-7393</u> | | | | |
| Fax Number: _____ Email Address: <u>Shelley.Riggler@univarsolutions.com</u> | | | | |
| Date: <u>10-07-2021</u> | | | | |

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

Univar Solutions USA Inc
Shelley Riggler
124 Chapel Hill Drive
Fairfield Ohio 45014

Mailing Address

**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)

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 14, 20 21, to undertake the Project known as:

CHEMICALS FY2022

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 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.

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 24th day of September, 2021.

PRINCIPAL: Univar Solutions USA Inc.

BY: 

TITLE: Julie Halperin, Assistant Secretary

SURETY: Travelers Casualty and Surety Company of America SURETY ADDRESS:

BY: 

Attorney-in-Fact
Misty Wright

One Tower Square, Bond 5/PB
Street

Hartford, CT 06183

City State Zip

() 925-945-4121

Telephone Number

SURETY AGENT'S ADDRESS:

AON

Agency Name

5555 San Felipe, Suite 1500
Street

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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Misty Wright** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

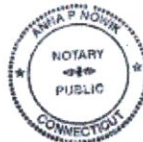
By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President 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 writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding 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 Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers 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, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **24th** day of **September**, **2021**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Effective Date: November 27, 1984

Expiration Date: April 1, 2022

State of Ohio
Department 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 Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|--|-------------------------|---|------------------------|
| CASH AND INVESTED CASH | \$ 239,403,348 | UNEARNED PREMIUMS | \$ 1,121,070,380 |
| BONDS | 3,831,156,861 | LOSSES | 1,003,200,666 |
| STOCKS | 109,074,035 | LOSS ADJUSTMENT EXPENSES | 163,346,678 |
| INVESTMENT INCOME DUE AND ACCRUED | 36,856,709 | COMMISSIONS | 48,805,693 |
| OTHER INVESTED ASSETS | 4,970,512 | TAXES, LICENSES AND FEES | 13,561,421 |
| PREMIUM BALANCES | 277,653,788 | OTHER EXPENSES | 42,506,558 |
| NET DEFERRED TAX ASSET | 55,188,715 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 4,865,484 |
| REINSURANCE RECOVERABLE | 32,553,518 | REMITTANCES AND ITEMS NOT ALLOCATED | 8,646,391 |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 34,876,347 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 42,228,250 |
| OTHER ASSETS | 4,155,794 | POLICYHOLDER DIVIDENDS | 12,353,304 |
| | | PROVISION FOR REINSURANCE | 7,930,280 |
| | | ADVANCE PREMIUM | 1,867,512 |
| | | CEDED REINSURANCE NET PREMIUMS PAYABLE | 63,102,972 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 800,763 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 568,668 |
| | | TOTAL LIABILITIES | <u>\$2,534,855,020</u> |
| | | CAPITAL STOCK | \$6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,650,750,847 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | <u>\$2,091,034,607</u> |
| TOTAL ASSETS | <u>\$ 4,625,889,627</u> | TOTAL LIABILITIES & SURPLUS | <u>\$4,625,889,627</u> |

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

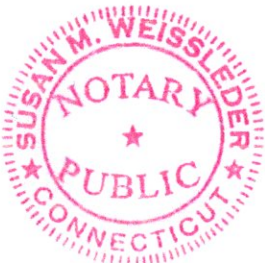
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

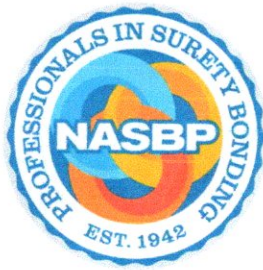
Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
6TH DAY OF MARCH, 2021

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022





NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS

7735 Old Georgetown Road, Suite 900

Bethesda, MD 20814

Tel: 240.200.1270

Fax: 240.200.1295

www.nasbp.org

NASBP White Paper: Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States or have been repealed by state legislatures, because such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the *resident agent* countersignature requirement that violates the law.

The National Association of Surety Bond Producers (NASBP) is aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP receives dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known and widely quoted cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between Florida licensed resident agents and Florida licensed non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Agency officials may want to have the agency's bond forms reviewed to ensure that its bonds do not contain an illegal resident agent signature or countersignature requirement. The bonds should contain a licensed (resident OR non-resident) agent requirement.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
05/27/2021

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).

| PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA | CONTACT NAME PHONE (A.C. No. Exp): (866) 283-7122 FAX (A.C. No.): 800-363-0105 E-MAIL ADDRESS | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|--|--------|------------|--------------------------------|-------|------------|---|-------|------------|-------------------------------------|-------|------------|----------------------------------|-------|------------|--|--|------------|--|--|
| INSURED Univar Solutions USA Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C:</td><td>ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D:</td><td>Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | ACE American Insurance Company | 22667 | INSURER B: | Indemnity Insurance Co of North America | 43575 | INSURER C: | ACE Fire Underwriters Insurance Co. | 20702 | INSURER D: | Illinois Union Insurance Company | 27960 | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | ACE American Insurance Company | 22667 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Indemnity Insurance Co of North America | 43575 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | ACE Fire Underwriters Insurance Co. | 20702 | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | Illinois Union Insurance Company | 27960 | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 570087454052

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSURER | TYPE OF INSURANCE | ADDL. INSUR. REQ. | POLICY NO. | POLICY EFF. DATE | POLICY EXP. DATE | LIMITS |
|---------|---|---|--|------------------|------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | XSLG72479634 SIR applies per policy terms & conditions | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$3,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HURED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | ISA H25547998 Commercial Auto | 06/01/2021 | 06/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | XCEG27380566008 SIR applies per policy terms & conditions | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | WLRC67821464 AOS WLRC67821427 NA | 06/01/2021 | 06/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City 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**

| | |
|---|---|
| City of Sandusky, Ohio Department of Public Works 222 Meigs Street Sandusky OH 44870 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i> |
|---|---|

Holder Identifier :

Certificate No : 570087454052



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | |
|---|-----------|--|
| AGENCY Aon Risk Services Central, Inc. | | NAMED INSURED Univar Solutions USA Inc. |
| POLICY NUMBER See Certificate Number: 570087454052 | | |
| CARRIER See Certificate Number: 570087454052 | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

| 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.

[illegible]



4600 Dues Drive
Cincinnati Ohio 45246
45246
USA

PROJECT NAME: Chemicals FY2022
CONTRACT NO.: _____

PERSONAL PROPERTY TAX
CERTIFICATION
REQUIRED BY OHIO REVISED CODE
SECTION 5719.042

FINANCE DIRECTOR
CITY OF SANDUSKY

Univar Solutions USA cnc
BIDDER'S NAME

STATE OF Ohio

COUNTY OF Butler 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: Shelley Riggle
(SIGNATURE)

NAME: Shelley Riggle
(PRINTED)

TITLE: Municipal Specialist

STATE OF Ohio
COUNTY OF Butler SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 07th DAY
OF Oct



Maxim Kan
NOTARY PUBLIC

NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC.

4600 Dues Drive
Cincinnati Ohio 45246
45246
USA

**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: Chemicals FY2022
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

Univar Solutions USA cnc
BIDDER'S NAME

STATE OF Ohio

COUNTY OF Butler 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

4600 Dues Drive
Cincinnati Ohio 45246
45246
USA

- 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 arms-length, 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 Washington
- ☐ 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: Shelley Biggle
(SIGNATURE)

NAME: Shelley Biggle
(PRINTED)

TITLE: Municipal Specialist

STATE OF Ohio

COUNTY OF Butler SS:

Sworn to before me and subscribed in my presence this 6th day of Oct, 20 21.



Megan Stan
NOTARY PUBLIC

**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT
EXHIBIT A**

Project Name: Chemicals for the Calendar Year 2022

Contract: _____

Bidder's Name: Univar Solutions USA cnc

Related official/public employee:

Name:

Title/Position:

Relation to Bidder:

N/A

4600 Dues Drive
Cincinnati Ohio 45246
45246
USA



**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT #2**

CONTRACT NAME: Chemicals FY22

**LOBBYING AND CAMPAIGN
FINANCING CERTIFICATION**

DIRECTOR OF ENGINEERING SERVICES
CITY OF SANDUSKY

Univar Solutions USA cluc
BIDDER'S NAME

STATE OF Ohio
COUNTY OF Butler SS:

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)(1) of the Ohio Revised Code Section 3517.13.

NAME: Shelley Riggle
(SIGNATURE)

NAME: Shelley Riggle
(PRINTED)

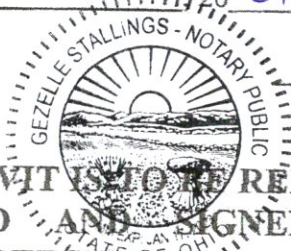
TITLE: Municipal Specialist

4600 Dues Drive
Cincinnati Ohio 45246
45246
USA



STATE OF Ohio
COUNTY OF Butler SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 6th
DAY OF June 2021.



Gezelle Stallings
NOTARY PUBLIC

NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S
LETTERHEAD AND SIGNED BY THE APPROPRIATE
SIGNATORY BEFORE A NOTARY PUBLIC.

**CITY OF SANDUSKY
NON-COLLUSION AFFIDAVIT**

STATE OF Ohio }
COUNTY OF Butler } ss:

The undersigned hereby certifies as follows:

- (1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on 10-6-2021 in accordance with the Contract Documents dated 10-6-2021 (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: 10-6, 2021

Univar Solutions USA LLC
(Name of Bidder)

By: Shelley Rigg
Signature of person authorized to bind
the Bidder

STATE OF Ohio)
COUNTY OF Butler) ss

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 6th DAY OF Sept, 2021.



Meyer Walsh
Notary Public

Caustic Soda Diaphragm Grade 25%

Specifications

| PROPERTIES | PARAMETERS |
|---|-------------|
| NaOH, % wt. | 23.0 – 27.0 |
| Na ₂ O, % wt. | 17.4 – 21.3 |
| NaCl, % wt. | 0.55 max |
| Na ₂ CO ₃ , % wt. | 0.1 max. |
| NaClO ₃ , %wt | 0.2 max. |
| Na ₂ SO ₄ , % wt. | 0.0375 max. |
| Fe, ppm | 5.0 max |
| | |
| | |
| | |
| | |

UTDS-0445 - Caustic Soda Diaphragm Grade 25% - 04-14-2021

Consult the SDS for additional information. All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar Solutions USA Inc. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar Solutions is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

3075 Highland Pkwy, Suite 200, Downers Grove, IL 60515 USA | +1 855.888.8648 | univarsolutions.com

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Caustic Soda 50% - Diaphragm Grade

Product details

- *Caustic Soda Diaphragm Grade 50% is a clear or opaque liquid.*
- *Univar Solutions supplied 50% Liquid Sodium Hydroxide meets the purity standards of the Food Chemical Codex*

Specifications

| PROPERTIES | PARAMETERS |
|--|---------------|
| Sodium Hydroxide (NaOH), % wt. | 49.00 - 51.50 |
| Sodium Oxide (Na ₂ O), % wt. | 38.00 – 39.90 |
| Sodium Chloride (NaCl), % wt. | 1.10 |
| Sodium Carbonate (Na ₂ CO ₃), % wt. | 0.20 max. |
| Sodium Chlorate (NaClO ₃), % wt. | 0.40 max |
| Sodium Sulfate (Na ₂ SO ₄), % wt. | 0.075 max |
| Iron (Fe), ppm | 10.0 max. |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

UTDS – 0107 Caustic Soda 50% Diaphragm Grade 06.03.2020

Consult the SDS for additional information. All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar Solutions USA Inc. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar Solutions is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

3075 Highland Pkwy, Suite 200, Downers Grove, IL 60515 USA | +1 855.888.8648 | univarsolutions.com

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INDUSTRIAL PRODUCTS

Product Name: **Hydrofluorosilicic Acid (HFSA)**

23% H_2SiF_6

Grade: **Industrial**

Order Code: **HFSA**

SDS No.: **217**

Source: Aurora

Alternate Names: Fluorosilicic Acid, FSA

page 1 of 1

| TYPICAL ANALYSIS | TYPICAL | GUARANTEED |
|---------------------------------------|---------|------------|
| HFSA, as H_2SiF_6 | 24.1 | 23.0 min. |
| H_2SiF_6 , as F | 19.1 | |
| Heavy Metals, as lead (Pb) | <0.02% | |
| Phosphates, as P_2O_5 | 0.2 | |
| Lead, as Pb | 1.0 ppm | |
| Iron, as Fe_2O_3 | 70 ppm | |
| Iodide, as I | 16 ppm | |
| Arsenic, as As | 6.0 ppm | |

| PHYSICAL DATA | TYPICAL | GUARANTEE |
|-------------------------|-----------------------------|-----------|
| Appearance | Water White to Straw Yellow | |
| Specific Gravity @ 75°F | 1.23 | |
| Weight, lbs/gal @ 75°F | 10.3 | |

 **PotashCorp**

**Safety Data Sheet
CAUSTIC SODA 25%**

Version 1.2

Revision Date: 06/04/2020

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**Product name** : CAUSTIC SODA 25%**Recommended use of the chemical and restrictions on use****Recommended use** : Industrial chemical**Manufacturer or supplier's details****Company** : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)**Emergency telephone number:**Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887**Additional Information:** : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com**SECTION 2. HAZARDS IDENTIFICATION****GHS Classification****Corrosive to metals** : Category 1**Skin corrosion** : Category 1A**Serious eye damage** : Category 1**GHS label elements****Hazard pictograms** :**Signal word** : Danger**Hazard statements** : H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.**Precautionary statements** : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
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.

Safety Data Sheet
CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

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.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

| CAS-No. | Chemical name | Weight percent |
|-----------|------------------|----------------|
| 1310-73-2 | Sodium hydroxide | 10 - 20 |

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

Synonyms : Sodium Hydroxide,

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.

In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.

Safety Data Sheet

CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
Take victim immediately to hospital.

If swallowed : Keep respiratory tract clear.
Do not induce vomiting without medical advice.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Unsuitable extinguishing media : High volume water jet

Specific hazards during fire-fighting : Do not allow run-off from fire fighting to enter drains or water courses.

Hazardous combustion products : No hazardous combustion products are known

Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.

Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Neutralise with acid.
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

Safety Data Sheet

CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

| CAS-No. | Components | Value type (Form of exposure) | Control parameters / Permissible concentration | Basis |
|-----------|------------------|----------------------------------|--|-----------|
| 1310-73-2 | Sodium hydroxide | C | 2 mg/m ³ | ACGIH |
| | | C | 2 mg/m ³ | NIOSH REL |
| | | TWA | 2 mg/m ³ | OSHA Z-1 |
| | | C | 2 mg/m ³ | OSHA P0 |

Personal protective equipment

- Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

- Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

- Eye protection : Eye wash bottle with pure water

Safety Data Sheet

CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

| | | |
|--------------------------|---|---|
| | | Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems. |
| Skin and body protection | : | Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place. |
| Hygiene measures | : | When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday. |

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

| | | |
|------------------------------|---|---|
| Appearance | : | liquid |
| Colour | : | colorless |
| Odour | : | odorless |
| Odour Threshold | : | No data available |
| pH | : | 14 @ 20 - 25 °C (68 - 77 °F) |
| Freezing Point | : | No data available |
| Boiling Point | : | No data available |
| Flash point | : | No data available |
| Evaporation rate | : | No data available |
| Flammability (solid, gas) | : | No data available |
| Upper explosion limit | : | No data available |
| Lower explosion limit | : | No data available |
| Vapour pressure | : | No data available |
| Relative vapour density | : | No data available |
| Relative density | : | 1.27 - 1.28Reference substance: (water = 1) |
| Density | : | No data available |
| Water solubility | : | No data available |
| Solubility in other solvents | : | No data available |
| Partition coefficient: n- | : | No data available |

Safety Data Sheet
CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

octanol/water

Auto-ignition temperature : No data available

Thermal decomposition : No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity : No decomposition if stored and applied as directed.

Chemical stability : No decomposition if stored and applied as directed.

Possibility of hazardous reactions : *No decomposition if stored and applied as directed.*

Conditions to avoid : No data available

Incompatible materials : Acids
Halogenated compounds
Metals
organic nitro compounds
Zinc

SECTION 11. TOXICOLOGICAL INFORMATION**Skin corrosion/irritation****Components:****1310-73-2:**

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Components:****1310-73-2:**

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed

Safety Data Sheet
CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information**Product:**

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity**

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**

Ozone-Depletion Potential

: Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S.



Safety Data Sheet CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues

: Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-909-4897

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):

UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):

UN1824, SODIUM HYDROXIDE SOLUTION, 8, II

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

| Components | CAS-No. | Component RQ (lbs) | Calculated product RQ (lbs) |
|------------------|-----------|-----------------------|--------------------------------|
| Sodium hydroxide | 1310-73-2 | 1000 | 10000 |

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards

: Corrosive to metals
Skin corrosion or irritation



Safety Data Sheet

CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

Serious eye damage or eye irritation

SARA 302

: This material does not contain any components with a section 302 EHS TPQ.

SARA 313

: This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

7732-18-5 Water

1310-73-2 Sodium hydroxide

California Prop 65

: This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : On the inventory, or in compliance with the inventory

DSL : On the inventory, or in compliance with the inventory

AICS : On the inventory, or in compliance with the inventory

NZIoC : On the inventory, or in compliance with the inventory

ENCS : Not in compliance with the inventory

KECI : On the inventory, or in compliance with the inventory

PICCS : On the inventory, or in compliance with the inventory

IECSC : On the inventory, or in compliance with the inventory

Safety Data Sheet

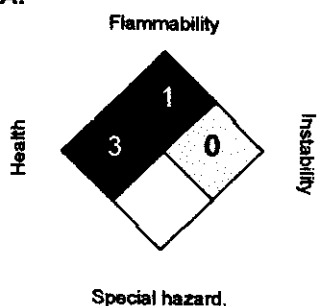
CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

| | |
|-----------------|---|
| HEALTH | 3 |
| FLAMMABILITY | 1 |
| PHYSICAL HAZARD | 0 |

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 06/04/2020

Material number:

16160832, 16137556, 16137474, 16137324, 16152197, 16158393, 16152426, 16144481, 16147885, 16159715, 16143521, 16160487, 16160771, 16160572, 16160486, 16147888, 16147884, 16147854, 16147799, 16148872, 16144724, 16144461, 16148802, 16152705, 16145049, 16136108, 16135898, 16135793, 16135298, 16143511, 16143409, 16143472, 16143461, 16143389, 16142429, 16140693, 16140424, 16142307, 16142009, 16141867, 16140353, 16141665, 16140968, 16142282, 16140375, 16140289, 16140979, 16141187, 16145400, 16145399, 16140956, 16140806, 16140704

| Key or legend to abbreviations and acronyms used in the safety data sheet | | | |
|---|---|-------|---|
| ACGIH | American Conference of Government Industrial Hygienists | LD50 | Lethal Dose 50% |
| AICS | Australia, Inventory of Chemical Substances | LOAEL | Lowest Observed Adverse Effect Level |
| DSL | Canada, Domestic Substances List | NFPA | National Fire Protection Agency |
| NDSL | Canada, Non-Domestic Substances List | NIOSH | National Institute for Occupational Safety & Health |
| CNS | Central Nervous System | NTP | National Toxicology Program |
| CAS | Chemical Abstract Service | NZIoC | New Zealand Inventory of Chemicals |

Safety Data Sheet

CAUSTIC SODA 25%

Version 1.2

Revision Date: 06/04/2020

| | | | |
|--------|--|-------|--|
| EC50 | Effective Concentration | NOAEL | No Observable Adverse Effect Level |
| EC50 | Effective Concentration 50% | NOEC | No Observed Effect Concentration |
| EGEST | EOSCA Generic Exposure Scenario Tool | OSHA | Occupational Safety & Health Administration |
| EOSCA | European Oilfield Specialty Chemicals Association | PEL | Permissible Exposure Limit |
| EINECS | European Inventory of Existing Chemical Substances | PICCS | Philippines Inventory of Commercial Chemical Substances |
| MAK | Germany Maximum Concentration Values | PRNT | Presumed Not Toxic |
| GHS | Globally Harmonized System | RCRA | Resource Conservation Recovery Act |
| >= | Greater Than or Equal To | STEL | Short-term Exposure Limit |
| IC50 | Inhibition Concentration 50% | SARA | Superfund Amendments and Reauthorization Act. |
| IARC | International Agency for Research on Cancer | TLV | Threshold Limit Value |
| IECSC | Inventory of Existing Chemical Substances in China | TWA | Time Weighted Average |
| ENCS | Japan, Inventory of Existing and New Chemical Substances | TSCA | Toxic Substance Control Act |
| KECI | Korea, Existing Chemical Inventory | UVCB | Unknown or Variable Composition, Complex Reaction Products, and Biological Materials |
| <= | Less Than or Equal To | WHMIS | Workplace Hazardous Materials Information System |
| LC50 | Lethal Concentration 50% | | |

**Safety Data Sheet
CAUSTIC SODA 50%**

Version 1.5

Revision Date: 12/11/2019

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CAUSTIC SODA 50%
CAS Name : 1310-73-2 (50%)

Recommended use of the chemical and restrictions on use

Recommended use : Detergent
Industrial chemical

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:

Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION**GHS Classification**

Corrosive to metals : Category 1
Skin corrosion : Category 1A
Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/
face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT
induce vomiting.

Safety Data Sheet
CAUSTIC SODA 50%

Version 1.5

Revision Date: 12/11/2019

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.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

| CAS-No. | Chemical name | Weight percent |
|-----------|------------------|----------------|
| 1310-73-2 | Sodium hydroxide | 50 - 70 |

Any Concentration shown as a range is due to batch variation.

SECTION 4. FIRST AID MEASURES

- General advice** : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.
- If inhaled** : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact** : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.
- In case of eye contact** : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty

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- | | |
|--------------|---|
| | of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist. Take victim immediately to hospital. |
| If swallowed | : Keep respiratory tract clear. Do not induce vomiting without medical advice. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital. |

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|---|
| Unsuitable extinguishing media | : High volume water jet |
| Specific hazards during fire-fighting | : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : No hazardous combustion products are known |
| Specific extinguishing methods | : Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Further information | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains. |
| Special protective equipment for firefighters | : Wear self-contained breathing apparatus for firefighting if necessary. |

SECTION 6. ACCIDENTAL RELEASE MEASURES

- | | |
|---|---|
| Personal precautions, protective equipment and emergency procedures | : Use personal protective equipment. |
| Environmental precautions | : Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods and materials for containment and cleaning up | : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Keep in suitable, closed containers for disposal. |

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SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Container may be opened only under exhaust ventilation hood.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

| CAS-No. | Components | Value type (Form of exposure) | Control parameters / Permissible concentration | Basis |
|-----------|------------------|----------------------------------|--|-----------|
| 1310-73-2 | Sodium hydroxide | C | 2 mg/m ³ | ACGIH |
| | | C | 2 mg/m ³ | NIOSH REL |
| | | TWA | 2 mg/m ³ | OSHA Z-1 |
| | | C | 2 mg/m ³ | OSHA P0 |

Personal protective equipment

- Respiratory protection : No personal respiratory protective equipment normally required.
In the case of vapour formation use a respirator with an approved filter.

Hand protection

- Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

- Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.

- Skin and body protection : Impervious clothing

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Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Colour : clear, opaque

Odour : odorless

Odour Threshold : No data available

pH : 14 @ 20 °C (68 °F)

Freezing Point (Freezing Point) : -32 - 15 °C (-26 - 59 °F)

Boiling Point (Boiling point/boiling range) : 110 - 148 °C (230 - 298 °F)

Flash point : > 200 °C (> 392 °F)

Evaporation rate : < 1.0
(Butyl Acetate = 1)

Flammability (solid, gas) : No data available

Upper explosion limit : No data available

Lower explosion limit : No data available

Vapour pressure : 50 mmHg @ 20 °C (68 °F)

Relative vapour density : < 1.0 @ 20 - 25 °C (68 - 77 °F)

Relative density : 1.11 - 1.55 @ 20 °C (68 °F)
Reference substance: (water = 1)

Density : 1.5298 g/cm³ @ 15.5 °C (59.9 °F)

Solubility(ies)
Water solubility : No data available

Solubility in other solvents : completely soluble

Partition coefficient: n-octanol/water : No data available

Auto-ignition temperature : No data available

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Thermal decomposition : No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity : No dangerous reaction known under conditions of normal use.

Chemical stability : Stable under normal conditions.

Possibility of hazardous reactions : *No hazards to be specially mentioned.*

Conditions to avoid : Exposure to water vapour.
Keep away from heat, flame, sparks and other ignition sources.

Incompatible materials : Organic materials
Strong acids
Strong oxidizing agents
metals subject to acid corrosion

Hazardous decomposition products : Sodium oxides
Hydrogen

SECTION 11. TOXICOLOGICAL INFORMATION**Skin corrosion/irritation****Product:**

Remarks: Extremely corrosive and destructive to tissue.

Components:**1310-73-2:**

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Product:**

Remarks: May cause irreversible eye damage.

Components:**1310-73-2:**

Species: Rabbit

Result: Risk of serious damage to eyes.

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Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed *human carcinogen* by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

ACGIH

No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

Aspiration toxicity**Product:**

No aspiration toxicity classification

Further information**Product:**

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity**

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**

Ozone-Depletion Potential

: Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

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Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Harmful to aquatic life with long lasting effects.

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-909-4897

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION**DOT (Department of Transportation):**

UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):

UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):

UN1824, SODIUM HYDROXIDE SOLUTION, 8, II, Flash Point: > 200 °C(> 392 °F)

SECTION 15. REGULATORY INFORMATION

WHMIS Classification : E: Corrosive Material

EPCRA - Emergency Planning and Community Right-to-Know Act**CERCLA Reportable Quantity**

| Components | CAS-No. | Component RQ (lbs) | Calculated product RQ (lbs) |
|------------------|-----------|-----------------------|--------------------------------|
| Sodium hydroxide | 1310-73-2 | 1000 | 1942 |

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation

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SARA 302

: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313

: This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMII Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

US State Regulations

Massachusetts Right To Know

| | | |
|-----------|------------------|-----------|
| 1310-73-2 | Sodium hydroxide | 50 - 70 % |
|-----------|------------------|-----------|

Pennsylvania Right To Know

| | | |
|-----------|------------------|-----------|
| 7732-18-5 | Water | 50 - 70 % |
| 1310-73-2 | Sodium hydroxide | 50 - 70 % |

New Jersey Right To Know

| | | |
|-----------|------------------|-----------|
| 7732-18-5 | Water | 50 - 70 % |
| 1310-73-2 | Sodium hydroxide | 50 - 70 % |

California Prop 65

: This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

| | |
|-------|--|
| TSCA | : On TSCA Inventory |
| DSL | : All components of this product are on the Canadian DSL |
| AICS | : On the inventory, or in compliance with the inventory |
| NZIoC | : On the inventory, or in compliance with the inventory |
| ENCS | : On the inventory, or in compliance with the inventory |
| KECI | : On the inventory, or in compliance with the inventory |
| PICCS | : On the inventory, or in compliance with the inventory |

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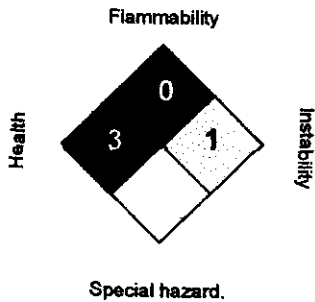
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IECSC

: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

| | |
|-----------------|---|
| HEALTH | 3 |
| FLAMMABILITY | 0 |
| PHYSICAL HAZARD | 1 |

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date

: 12/11/2019

Material number:

16160438, 16134981, 16141290, 16152709, 16141049, 16145955, 16143347, 16141315, 16141131, 16141316, 16141169, 16140431, 16142295, 16142410, 16140880, 16142220, 16141914, 16140681, 16140749, 16142290, 16140467, 16142463, 16140904, 16145402, 16145403, 16140930, 16145404, 16145405, 16140858, 16141077, 16140717, 16141148, 16141543, 16140448, 16140132, 85829, 16055985, 16055984, 16055983, 16054023, 16014539, 20138, 706729, 660414, 642832, 504035, 173626, 546366, 86436, 103611, 54187, 69954, 102127, 102124, 102211, 102393, 85816, 103214, 86335, 53573, 69365, 70560, 86011, 86832, 86316, 54528, 69432, 70564, 124846, 150838, 136566, 54529, 506924, 39831, 35724, 20141, 20139

| Key or legend to abbreviations and acronyms used in the safety data sheet | | | |
|---|---|-------|---|
| ACGIH | American Conference of Government Industrial Hygienists | LD50 | Lethal Dose 50% |
| AICS | Australia, Inventory of Chemical Substances | LOAEL | Lowest Observed Adverse Effect Level |
| DSL | Canada, Domestic Substances List | NFPA | National Fire Protection Agency |
| NDSL | Canada, Non-Domestic Substances List | NIOSH | National Institute for Occupational Safety and Health |

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| | | | |
|--------|--|-------|--|
| | es List | | Safety & Health |
| CNS | Central Nervous System | NTP | National Toxicology Program |
| CAS | Chemical Abstract Service | NZIoC | New Zealand Inventory of Chemicals |
| EC50 | Effective Concentration | NOAEL | No Observable Adverse Effect Level |
| EC50 | Effective Concentration 50% | NOEC | No Observed Effect Concentration |
| EGEST | EOSCA Generic Exposure Scenario Tool | OSHA | Occupational Safety & Health Administration |
| EOSCA | European Oilfield Specialty Chemicals Association | PEL | Permissible Exposure Limit |
| EINECS | European Inventory of Existing Chemical Substances | PICCS | Philippines Inventory of Commercial Chemical Substances |
| MAK | Germany Maximum Concentration Values | PRNT | Presumed Not Toxic |
| GHS | Globally Harmonized System | RCRA | Resource Conservation Recovery Act |
| >= | Greater Than or Equal To | STEL | Short-term Exposure Limit |
| IC50 | Inhibition Concentration 50% | SARA | Superfund Amendments and Reauthorization Act |
| IARC | International Agency for Research on Cancer | TLV | Threshold Limit Value |
| IECSC | Inventory of Existing Chemical Substances in China | TWA | Time Weighted Average |
| ENCS | Japan, Inventory of Existing and New Chemical Substances | TSCA | Toxic Substance Control Act |
| KECI | Korea, Existing Chemical Inventory | UVCB | Unknown or Variable Composition, Complex Reaction Products, and Biological Materials |
| <= | Less Than or Equal To | WHMIS | Workplace Hazardous Materials Information System |
| LC50 | Lethal Concentration 50% | | |

Safety Data Sheet
HYDROFLUOSILICIC ACID SOLUTION

Version 1.4

Revision Date: 05/24/2021

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**Product name** : HYDROFLUOSILICIC ACID SOLUTION**Recommended use of the chemical and restrictions on use****Recommended use** : Industrial chemical**Manufacturer or supplier's details****Company** : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)**Emergency telephone number:**Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887**Additional Information:** : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com**SECTION 2. HAZARDS IDENTIFICATION****GHS Classification****Corrosive to metals** : Category 1**Acute toxicity (Oral)** : Category 4**Acute toxicity (Dermal)** : Category 3**Skin corrosion** : Category 1**Serious eye damage** : Category 1**GHS label elements****Hazard pictograms** :**Signal word** : *Danger***Hazard statements** : H290 May be corrosive to metals.
H302 Harmful if swallowed.
H311 Toxic in contact with skin.
H314 Causes severe skin burns and eye damage.**Precautionary statements** : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.

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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.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

| CAS-No. | Chemical name | Weight percent |
|------------|--------------------|----------------|
| 16961-83-4 | Fluorosilicic Acid | 20 - 25 |
| 7664-39-3 | Hydrofluoric acid | 0.1 - 1 |

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

Synonyms : HFS; Fluorosilicic Acid; Hydrofluorosilicic Acid,

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Symptoms of poisoning may appear several hours later.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical

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- advice.
If symptoms persist, call a physician.
- In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
Take victim immediately to hospital.
If on skin, rinse well with water.
If on clothes, remove clothes.
- In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
Take victim immediately to hospital.
- Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
- If swallowed : Keep respiratory tract clear.
Do NOT induce vomiting.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

- Suitable extinguishing media : Carbon dioxide (CO2)
Foam
Dry powder
Water mist
- Unsuitable extinguishing media : High volume water jet
- Specific hazards during fire-fighting : Do not allow run-off from fire fighting to enter drains or water courses.
- Hazardous combustion products : No hazardous combustion products are known

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- Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
- Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Neutralize with chalk, alkali solution or ammonia.
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

- Advice on protection against fire and explosion : Normal measures for preventive fire protection.
- Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.
- Conditions for safe storage : Prevent unauthorized access.
Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.
- Materials to avoid : Do not store near acids.

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SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

| CAS-No. | Components | Value type (Form of exposure) | Control parameters / Permissible concentration | Basis |
|-----------|-------------------|----------------------------------|--|-----------|
| 7664-39-3 | Hydrofluoric acid | TWA | 0.5 ppm (Fluorine) | ACGIH |
| | | C | 2 ppm (Fluorine) | ACGIH |
| | | TWA | 3 ppm 2.5 mg/m3 | NIOSH REL |
| | | C | 6 ppm 5 mg/m3 | NIOSH REL |
| | | TWA | 3 ppm | OSHA Z-2 |
| | | TWA | 3 ppm (Fluorine) | OSHA P0 |
| | | STEL | 6 ppm (Fluorine) | OSHA P0 |

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : Avoid contact with skin, eyes and clothing.
When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and immediately after handling the product.

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SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

| | |
|---|---|
| Appearance | : liquid |
| Colour | : Clear, Colorless, Straw color |
| Odour | : <i>pungent</i> |
| Odour Threshold | : No data available |
| pH | : 1 - 2 |
| Freezing Point (Melting point/freezing point) | : -20 °C (-4 °F) |
| Boiling Point (Initial boiling point and boiling range) | : 136 - 163 °C (277 - 325 °F) |
| Flash point | : does not flash |
| Evaporation rate | : No data available |
| Flammability (solid, gas) | : No data available |
| Upper explosion limit | : No data available |
| Lower explosion limit | : No data available |
| Vapour pressure | : No data available |
| Relative vapour density | : No data available |
| Relative density | : 1.2 @ 25 °C (77 °F) Reference substance: (water = 1) |
| Density | : 10.17 lb/gal |
| Solubility(ies) | |
| Water solubility | : Miscible |
| Solubility in other solvents | : No data available |
| Partition coefficient: n-octanol/water | : No data available |
| Auto-ignition temperature | : No data available |
| Thermal decomposition | : No data available |

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SECTION 10. STABILITY AND REACTIVITY

| | |
|------------------------------------|--|
| Reactivity | : No dangerous reaction known under conditions of normal use. No decomposition if stored and applied as directed. |
| Chemical stability | : Stable under normal conditions. No decomposition if stored and applied as directed. |
| Possibility of hazardous reactions | : No decomposition if stored and applied as directed. |
| Conditions to avoid | : Keep away from heat, flame, sparks and other ignition sources. No data available |
| Incompatible materials | : glass Strong oxidizing agents |

SECTION 11. TOXICOLOGICAL INFORMATION
Acute toxicity
Product:

| | |
|---------------------------|--|
| Acute oral toxicity | : Acute toxicity estimate: 500.1 mg/kg |
| Acute inhalation toxicity | : Acute toxicity estimate: 50.01 mg/l Exposure time: 4 h Test atmosphere: vapour |
| Acute dermal toxicity | : Acute toxicity estimate: 500.05 mg/kg |

Components:
7664-39-3:

| | |
|---------------------------|--|
| Acute oral toxicity | : Assessment: The component/mixture is highly toxic after single ingestion. Remarks: No data available |
| Acute inhalation toxicity | : LC50 (Rat): 1610 ppm Assessment: The component/mixture is highly toxic after short term inhalation. |
| Acute dermal toxicity | : Assessment: The component/mixture is extremely toxic after single contact with skin. Remarks: No data available |

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Skin corrosion/irritation**Product:**

Remarks: Extremely corrosive and destructive to tissue.

Components:**16961-83-4:**

Species: Rat

Result: Causes burns.

7664-39-3:

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Product:**

Remarks: May cause irreversible eye damage.

Components:**7664-39-3:**

Species: Rabbit

Result: Risk of serious damage to eyes.

Germ cell mutagenicity**Components:****7664-39-3:**

Genotoxicity in vitro

: Test Type: Ames test
Species: Salmonella typhimurium
Result: negative

Genotoxicity in vivo

: Test Type: In vivo micronucleus test
Species: Mouse
Result: negativeGerm cell mutagenicity -
Assessment: Tests on bacterial or mammalian cell cultures did not show
mutagenic effects.**Carcinogenicity****Components:****7664-39-3:**

Species: Rat

NOAEL: 25 mg/kg bw/day

Carcinogenicity - Assess-
ment

: Not classifiable as a human carcinogen.

IARCNo component of this product present at levels greater than or
equal to 0.1% is identified as probable, possible or confirmed

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human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity**Components:****7664-39-3:**

Reproductive toxicity - Assessment

Fertility classification not possible from current data.

Teratogenicity - Assessment : Embryotoxicity classification not possible from current data.

Further information**Product:**

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity****Components:****7664-39-3:**

Toxicity to fish : Remarks: No data available

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 97 mg/l
Exposure time: 48 h

Toxicity to algae : Remarks: No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**



Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.4

Revision Date: 05/24/2021

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1778, Fluorosilicic acid, 8, II

IATA (International Air Transport Association):

UN1778, Fluorosilicic acid, 8, II

IMDG (International Maritime Dangerous Goods):

UN1778, FLUOROSILICIC ACID, 8, II

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

| Components | CAS-No. | Component RQ (lbs) | Calculated product RQ (lbs) |
|-------------------|-----------|-----------------------|--------------------------------|
| Hydrofluoric acid | 7664-39-3 | 100 | 10001 |
| Hydrochloric acid | 7647-01-0 | 5000 | * |

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.4

Revision Date: 05/24/2021

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 304 Extremely Hazardous Substances Reportable Quantity

| Components | CAS-No. | Component RQ (lbs) | Calculated product RQ (lbs) |
|-------------------|-----------|--------------------|-----------------------------|
| Hydrofluoric acid | 7664-39-3 | 100 | 10001 |
| Hydrochloric acid | 7647-01-0 | 5000 | * |

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 311/312 Hazards : Corrosive to metals
Acute toxicity (any route of exposure)
 Skin corrosion or irritation
 Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

7647-01-0 Hydrochloric acid
 7664-39-3 Hydrofluoric acid

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

7647-01-0 Hydrochloric acid
 7664-39-3 Hydrofluoric acid

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

16961-83-4 Fluorosilicic Acid
 7647-01-0 Hydrochloric acid
 7664-39-3 Hydrofluoric acid

Pennsylvania Right To Know

7732-18-5 Water
 16961-83-4 Fluorosilicic Acid
 7647-01-0 Hydrochloric acid
 7664-39-3 Hydrofluoric acid

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.4

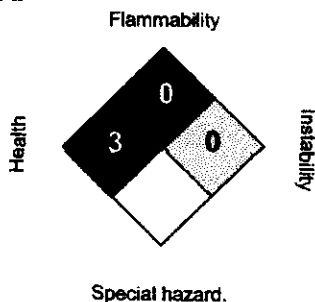
Revision Date: 05/24/2021

The components of this product are reported in the following inventories:

| | |
|-------|--|
| TSCA | : On TSCA Inventory |
| DSL | : All components of this product are on the Canadian DSL |
| AICS | : On the inventory, or in compliance with the inventory |
| NZIoC | : On the inventory, or in compliance with the inventory |
| ENCS | : On the inventory, or in compliance with the inventory |
| KECI | : On the inventory, or in compliance with the inventory |
| PICCS | : On the inventory, or in compliance with the inventory |
| IECSC | : On the inventory, or in compliance with the inventory |

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

| | |
|-----------------|----|
| HEALTH | 3/ |
| FLAMMABILITY | 0 |
| PHYSICAL HAZARD | 0 |

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 05/24/2021

Material number:

16170213, 16169394, 16171091, 16145665, 16144609, 16151122, 16148601, 16159674, 16166531, 16141271, 16148010, 16150746, 16145666, 16143932, 16147890, 16140484

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.4

Revision Date: 05/24/2021

| Key or legend to abbreviations and acronyms used in the safety data sheet | | | |
|---|--|-------|--|
| ACGIH | American Conference of Government Industrial Hygienists | LD50 | Lethal Dose 50% |
| AICS | Australia, Inventory of Chemical Substances | LOAEL | Lowest Observed Adverse Effect Level |
| DSL | Canada, Domestic Substances List | NFPA | National Fire Protection Agency |
| NDSL | Canada, Non-Domestic Substances List | NIOSH | National Institute for Occupational Safety & Health |
| CNS | Central Nervous System | NTP | National Toxicology Program |
| CAS | Chemical Abstract Service | NZIoC | New Zealand Inventory of Chemicals |
| EC50 | Effective Concentration | NOAEL | No Observable Adverse Effect Level |
| EC50 | Effective Concentration 50% | NOEC | No Observed Effect Concentration |
| EGEST | EOSCA Generic Exposure Scenario Tool | OSHA | Occupational Safety & Health Administration |
| EOSCA | European Oilfield Specialty Chemicals Association | PEL | Permissible Exposure Limit |
| EINECS | European Inventory of Existing Chemical Substances | PICCS | Philippines Inventory of Commercial Chemical Substances |
| MAK | Germany Maximum Concentration Values | PRNT | Presumed Not Toxic |
| GHS | Globally Harmonized System | RCRA | Resource Conservation Recovery Act |
| >= | Greater Than or Equal To | STEL | Short-term Exposure Limit |
| IC50 | Inhibition Concentration 50% | SARA | Superfund Amendments and Reauthorization Act. |
| IARC | International Agency for Research on Cancer | TLV | Threshold Limit Value |
| IECSC | Inventory of Existing Chemical Substances in China | TWA | Time Weighted Average |
| ENCS | Japan, Inventory of Existing and New Chemical Substances | TSCA | Toxic Substance Control Act |
| KECI | Korea, Existing Chemical Inventory | UVCB | Unknown or Variable Composition, Complex Reaction Products, and Biological Materials |
| <= | Less Than or Equal To | WHMIS | Workplace Hazardous Materials Information System |
| LC50 | Lethal Concentration 50% | | |



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, September 24, 2021** 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&ChemicalName=Sodium+Hydroxide&PlantState=Ohio+OH&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar+Solutions+USA+Inc&ChemicalName=Sodium+Hydroxide&PlantState=Ohio+OH&PlantCountry=UNITED+STATES&)

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

Caustic Soda 50%

Product Function

Corrosion Control

pH Adjustment

Max Use

100mg/L

Sodium Hydroxide 50%

Corrosion Control

pH Adjustment

100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Cincinnati, OH**Sodium Hydroxide****Trade Designation**

Caustic Soda 50%

Product Function

Corrosion & Scale Control

pH Adjustment

Max Use

100mg/L

Sodium Hydroxide 50%

Corrosion & Scale Control

pH Adjustment

100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Walbridge, OH**Sodium Hydroxide****Trade Designation**

Caustic Soda 25%

Product Function

Corrosion & Scale Control

pH Adjustment

Max Use

200mg/L

Caustic Soda 50%

Corrosion & Scale Control

pH Adjustment

100mg/L

Sodium Hydroxide 25%

Corrosion & Scale Control

pH Adjustment

200mg/L

Sodium Hydroxide 50%

Corrosion & Scale Control

pH Adjustment

100mg/L

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 0 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, July 16, 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=NUTRIEN&ChemicalName=Hydrofluosilicic+Acid&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=NUTRIEN&ChemicalName=Hydrofluosilicic+Acid&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

PCS Sales DBA Nutrien

1101 Skokie Boulevard, Suite 400

P.O. Box 3320

Northbrook, IL 60062

United States

847-849-4301

Facility : Aurora, NC

Fluosilicic Acid

Trade Designation

Fluosilicic Acid

Product Function

Fluoridation

Max Use

6mg/L

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

CO= 9259063
U= B374570

EQUAL EMPLOYMENT OPPORTUNITY
2018 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. UNIVAR USA - DOWNERS GROVE
3075 HIGHLAND PKWY STE 200

DOWNERS GROVE, IL 60515

2.a. UNIVAR USA - CINCINNATI
4600 DUES DR

CINCINNATI, OH 45246
HAMILTON COUNTY
C. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:102971785 EIN :911347935

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 424690 Other Chemical and Allied
Products Merchant Wholesalers

SECTION D - EMPLOYMENT DATA

| JOB CATEGORIES | HISPANIC OR LATINO | | NOT-HISPANIC OR LATINO | | | | | | | | | | OVERALL TOTALS | | | | |
|-------------------------------|--------------------|--------|------------------------|---------------------------|-------------------------------------|-------|-----------------------------------|-------------------|-------|---------------------------|-------------------------------------|-------|----------------|-----------------------------------|-------------------|--|--|
| | ***** MALE ***** | | | | | | | | | | | | | ***** FEMALE ***** | | | |
| | MALE | FEMALE | WHITE | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | AMERICAN INDIAN OR ALASKAN NATIVE | TWO OR MORE RACES | WHITE | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | | AMERICAN INDIAN OR ALASKAN NATIVE | TWO OR MORE RACES | | |
| EXECUTIVE/SR OFFICIALS & MGRS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| FIRST/MID OFFICIALS & MGRS | 0 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 20 | | |
| PROFESSIONALS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | | |
| TECHNICIANS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | | |
| SALES WORKERS | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | | |
| ADMINISTRATIVE SUPPORT | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 10 | 1 | 0 | 0 | 0 | 0 | 10 | | |
| CRAFT WORKERS | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | | |
| OPERATIVES | 0 | 0 | 24 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | |
| LABORERS & HELPERS | 0 | 0 | 21 | 4 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 27 | | |
| SERVICE WORKERS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | | |
| TOTAL | 0 | 0 | 72 | 7 | 0 | 0 | 0 | 0 | 19 | 3 | 0 | 0 | 0 | 0 | 0 | | |
| PREVIOUS REPORT TOTAL | 0 | 0 | 78 | 8 | 0 | 0 | 0 | 0 | 20 | 1 | 0 | 0 | 0 | 0 | 107 | | |

SECTION F - REMARKS

RESOLUTION NO. 77-2021

Introduced by Trey Hardy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS TO BONDED CHEMICALS, INC. IN AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND NINE HUNDRED EIGHTY-FOUR AND XX/100 DOLLARS (\$59,984.00)

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 (in an amount not to exceed Fifteen Thousand One Hundred Eighty-Four and xx/100 Dollars (\$15,184.00)) and 4,000 Gallons of Sodium Permanganate (in an amount not to exceed Forty-Four Thousand Eight Hundred and xx/100 Dollars (\$44,800.00)) to Bonded Chemicals, Inc. in a total amount not to exceed Fifty-Nine Thousand Nine Hundred Eighty-Four and xx/100 Dollars (\$59,984.00), 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:

Bonded Chemicals, Inc.

Authorized Signature:

By:

Paul W. Cochran

Print Name of Authorized Signatory:

Paul W. Cochran

Title:

General Manager

Participant Name (If different from Bidder):

Company Name:

Bonded Chemicals, Inc.

Mailing Address:

2645 Charter Street

Columbus OH 43228

Telephone Number:

614-777-9240 Orders: 800-243-7665

Facsimile Number:

614-777-9244

E-Mail Address:

cochranpa@chemgroup.com

Where Incorporated:

Kentucky

Federal Tax Identification Number:

61-1162384

Contact Person for Contract processing:

Paul W. Cochran - General Manager

ADDITIONAL SIGNATURE FOR JOINT VENTURE

Authorized Signature:

By: N/A

Print Name of Authorized Signature:

Title:

Participant Name:

Mailing Address:

Telephone Number:

Facsimile Number:

**CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022**

| ITEM NO. | CHEMICAL DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL COST |
|----------|---|--|--------------------------------|---------------|
| 1 | Liquid Sodium Permanganate (NaMnO ₄) | 4,000 Gallon Minimum Delivery 12,000 Gallons More or Less | \$ 10.20 / Gallon | \$ 122,400.00 |
| 2 | Hydrofluosilicic Acid (H ₂ SiF ₆) | 4,000 Gallon - 41,000 Lb. Minimum Delivery 17,000 Gallons More or Less | \$ 2.32 / Gallon | \$ 39,440.00 |
| 3 | Sodium Hydroxide Liquid (NaOH) | 3,500 Gallon - 45,000 Lb. Minimum Delivery 50,000 Gallons More or Less | \$ 2.80 / Gallon | \$ 140,000.00 |
| 4 | Sodium Hypochlorite (NaOCl) | 4,500 Gallon Minimum Delivery 90,000 Gallons More or Less | \$ 1.33 / Gallon | \$ 119,700.00 |
| 5 | Aluminum Sulfate Polymer Blend - Liquid (Type One) (AL ₂ (SO ₄) ₃) | 101,500 Gallons More or Less/ Wet Tons 600 | No Bid | No Bid |
| 6 | Powdered Activated Carbon (PAC) | 30,000 Lb Minimum Delivery 123,000 Pounds More or Less | \$.87 / Lb. | \$ 107,010.00 |
| 7 | Ferrous Chloride Solution (FeCl ₂) | 350,000 Pounds More or Less Dry Weight \$/dry lbs of Fe | No Bid | No Bid |
| 8 | Polymer - Liquid | 88,000 Pounds More or Less | No Bid | No Bid |
| 9 | Ferrous Chloride Solution (FeCl ₂) | 25,000 Gallons More or Less | No Bid | No Bid |
| 10 | Sodium Aluminate - Liquid | 16,000 Gallons More or Less in bulk loads and/or 300 gallon totes | No Bid | No Bid |
| 11 | Sodium Bisulfite Solution (Reduceite) | 7,000 Gallons in 300 Gallon Totes 900 Gallons in 15 Gallon Drums More or Less | 1.93 / Gallon Memo Deposits | 13,510.00 |
| 12 | Sodium Hypochlorite (NaOCl) | 15,000 Gallons in 300 Gallon Totes 2,700 Gallons in 50 Gallon Drums 2,600 Gallons in 15 Gallon Drums More or Less | 1.44 / Gallon Memo Deposits | 29,232.00 |
| 13 | Polymer - Liquid | 10,000 Pounds more or less in 2,300 Pound Totes | No Bid | No Bid |
| 14 | Liquid Chlorine (CL ₂) | 28,000 Pounds More or Less \$/lbs Deposit fee per 150 lb. cylinder, if applicable | 1.25 / Lb. Memo Deposits | 35,000.00 |
| 15 | Powdered Activated Carbon (PAC) | 8 Tons More or Less | \$ 1,898.00 / Ton | \$ 15,184.00 |

S A N D U S K Y

E R I E C O U N T Y

**CITY OF SANDUSKY, HURON AND ERIE COUNTY
CHEMICALS FOR CALENDAR YEAR 2022**

| | | | | | | |
|--|---|--|----|----------------------------|----|-----------|
| 16 | Sodium Hydroxide Liquid (NaOH) | 3,000 Gallon Minimum Delivery | \$ | 1.48 / Gallon | \$ | 17,760.00 |
| 17 | Aluminum Chlorhydrate Polymer Blend - Liquid (Al ₂ (OH) ₅ Cl) | 12,000 Gallons More or Less | \$ | No Bid | \$ | No Bid |
| 18 | Hydrofluosilicic Acid (H ₂ SiF ₆) | 1,800 Gallon Minimum Delivery 8,000 Gallons More or Less | \$ | 2.83 / Gallon | \$ | 22,640.00 |
| 19 | Liquid Sodium Permanganate (NaMnO ₄) | 1,800 Gallon Minimum Delivery 4,000 Gallons More or Less | \$ | 11.20 / Gallon | \$ | 44,800.00 |
| 20 | Chlorine (Cl ₂) | 12,000 Pounds More or Less | \$ | No Bid | \$ | No Bid |
| 21 | Liquid Caustic Soda - 50% NaOH | 1,800 Gallon Minimum Delivery 7,200 Gallons More or Less. | \$ | 3.20 / Gallon | \$ | 23,040.00 |
| 22 | Hydrofluosilicic Acid - 25% | 150 Lb. Net Poly Drum 18,000 Pounds More or Less | \$ | .30 / Lb. Memo Deposits | \$ | 5,400.00 |
| 23 | Polyaluminum Chloride Solution | 250,000 Pounds More or Less | \$ | No Bid | \$ | No Bid |
| 24 | Liquid Ferrous Chloride | 20,000 Gallons More or Less | \$ | No Bid | \$ | No Bid |
| 25 | Clarifloc CE-1593 Polymer | 10 (275 gallon) Totes More or Less | \$ | No Bid | \$ | No Bid |
| 26 | Sodium Hypochlorite (NaOCl) | 17 (300 gallon) Totes More or Less | \$ | 1.44 / Gallon | \$ | 7,344.00 |
| 27 | Sodium Bisulfite Solution | 15 (300 gallon) Totes More or Less | \$ | 1.93 / Gallon | \$ | 8,685.00 |
| Bidder Name: Bonded Chemicals, Inc. | | | | | | |
| Bidder Address: 2645 Charter Street Columbus OH 43228 | | | | | | |
| Telephone Number: 614-777-9240 Orders: 800-243-7665 | | | | | | |
| Fax Number: 614-777-9244 Email Address: cochrampa@chemgroup.com or hartj@chemgroup.com | | | | | | |
| Date: <i>Cathy W. Cochran</i> | | | | | | |

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

**CITY OF SANDUSKY
BID GUARANTY AND CONTRACT BOND**

(Section 153.571, Ohio Revised Code)

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

Bonded Chemicals, Inc., 2645 Charter Street, Columbus, OH 43228

(Name and Address)

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 Oblige, in the
penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on
October 14, 2021, to undertake the Project known as:

Chemicals FY 2022

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive Alternate bids proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. 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 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.

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 Oblige 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 Oblige 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 Oblige may in good faith contract with the Bidder determined by the Oblige to be the next lowest and best Bidder to perform the Work covered by the bid; or in the event the Oblige does not award the Contract to such next lowest and best Bidder and resubmits the Contract for bidding, the Principal pays to the Oblige 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.

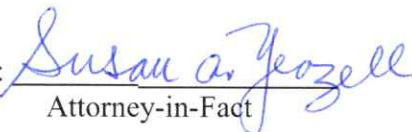
SIGNED This 14th day of October, 2021.

PRINCIPAL: Bonded Chemicals, Inc.

BY: 

TITLE: Paul W. Cochran
General Manager

SURETY: Travelers Casualty and Surety Company
of America

BY: 
Attorney-in-Fact
Susan A. Yeazell

SURETY ADDRESS:

One Tower Square
Street

Hartford CT 06183
City State Zip

210 643-2417
Telephone Number

SURETY AGENT'S ADDRESS:

USI Insurance Services LLC
Agency Name

312 Elm Street, Suite 2400
Street

Cincinnati OH 45202
City State Zip

613) 964-1015
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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SUSAN A YEAZELL** of **CINCINNATI**, **Ohio**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

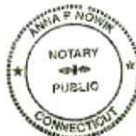
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President 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 writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding 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 Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers 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, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **14th** day of **October**, **2021**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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

Judith French - Director

Certificate of Compliance



Issued 03/08/2021

Effective 04/02/2021

Expires 04/01/2022

I, Judith French, 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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

of Connecticut 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 | Multiple Peril - Farmowners |
| Aircraft | Multiple Peril - Homeowners |
| Allied Lines | Ocean Marine |
| Boiler & Machinery | Other Liability |
| Burglary & Theft | Private Passenger Auto - Liability |
| Commercial Auto - Liability | Private Passenger Auto - No Fault |
| Commercial Auto - No Fault | Private Passenger Auto - Physical Damage |
| Commercial Auto - Physical Damage | Surety |
| Credit | Workers Compensation |
| Earthquake | |
| Fidelity | |
| Financial Guaranty | |
| Fire | |
| Glass | |
| Inland Marine | |
| Medical Malpractice | |
| Multiple Peril - Commercial | |

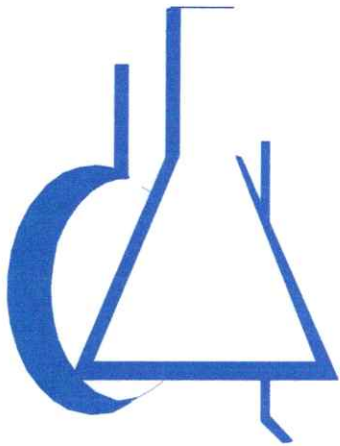
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$4,625,889,627, liabilities in the amount of \$2,534,855,020, and surplus of at least \$2,091,034,607.

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

Judith L. French

Judith French, Director





Bonded
CHEMICALS
Inc.

PROJECT NAME: Chemicals for the Calendar Year 2022
CONTRACT NO.: Chemicals 2022

PERSONAL PROPERTY TAX
CERTIFICATION
REQUIRED BY OHIO REVISED CODE
SECTION 5719.042

FINANCE DIRECTOR
CITY OF SANDUSKY

Bonded Chemicals, Inc.
BIDDER'S NAME

STATE OF Ohio

COUNTY OF Franklin 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: Paul W. Cochran
(SIGNATURE)

NAME: Paul W. Cochran
(PRINTED)

TITLE: General Manager

STATE OF OHIO
COUNTY OF FRANKLIN SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 12 DAY
OF October, 20 21.



CYNTHIA MARTINEZ
Notary Public, State of Ohio
My Commission Expires
11/20/2021

[Signature]
NOTARY PUBLIC

NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S LETTERHEAD AND SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC.

**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: Chemicals for the Calendar year 2022
CONTRACT: Chemicals 2022

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

Bonded Chemicals, Inc.

BIDDER'S NAME

STATE OF Ohio

COUNTY OF Franklin 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

- 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 arms-length, 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 Kentucky.
- ☐ 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: Paul W. Cochran
(SIGNATURE)

NAME: Paul W. Cochran
(PRINTED)

TITLE: General Manager

STATE OF Ohio

COUNTY OF Franklin SS:

Sworn to before me and subscribed in my presence this 12th day of October, 2021.



CYNTHIA MARTINEZ
Notary Public, State of Ohio
My Commission Expires 11/20/2021
CHY-BA-2

NOTARY PUBLIC

**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT
EXHIBIT A**

Project Name: Chemicals for the Calendar Year 2022

Contract: Chemicals 2022

Bidder's Name: Bonded Chemicals, Inc.

Related official/public employee:

Name: Paul W. Cochran

Title/Position: General Manager

Relation to Bidder: General Manager

**CITY OF SANDUSKY
BIDDER'S AFFIDAVIT #2**

CONTRACT NAME: Chemicals 2022

LOBBYING AND CAMPAIGN
FINANCING CERTIFICATION

DIRECTOR OF ENGINEERING SERVICES
CITY OF SANDUSKY

Bonded Chemicals, Inc.

BIDDER'S NAME

STATE OF Ohio

COUNTY OF Franklin SS:

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)(1) of the Ohio Revised Code Section 3517.13.

NAME: 
(SIGNATURE)

NAME: Paul W. Cochran
(PRINTED)

TITLE: General Manager

STATE OF Ohio

COUNTY OF Franklin SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 12th
DAY OF October, 2021.



CYNTHIA MARTINEZ
Notary Public, State of Ohio
My Commission Expires
11/20/2021

[Signature]
NOTARY PUBLIC

NOTE: THIS AFFIDAVIT IS TO BE REPRODUCED ON THE BIDDER'S
LETTERHEAD AND SIGNED BY THE APPROPRIATE
SIGNATORY BEFORE A NOTARY PUBLIC.

STATE OF Ohio }
COUNTY OF Franklin } SS:

The undersigned hereby certifies as follows:

- (1) The bid to the City of Sandusky, Ohio, submitted by the Bidder on 10/14/2021
_____ in accordance with the Contract Documents dated 9/23/2021 _____ (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 12, 2021

Bonded Chemicals, Inc.

(Name of Bidder)

By: Erin W. Ashman
Signature of person authorized to bind
the Bidder

STATE OF Ohio)
) ss
COUNTY OF Franklin)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 12th DAY OF October, 2021.



CYNTHIA MARTINEZ
Notary Public, State of Ohio
My Commission Expires
11/20/2021

[Signature]
Notary Public



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 78-2021
DATE: November 9, 2021

Subject Matter/Background

This resolution ratifies the City Manager's execution of a License Agreement with Atlas Heavy Projects LLC relating to their use of the ConAgra property to offload goods from their container ship. The City granted a license to use the License Area identified on Exhibit A to the License Agreement for a period of 10 days from October 25, 2021 through November 4, 2021 for a fee of \$3,500.00. In the event the Licensee was not finishing offloading by November 4, 2021, the Licensee is obligated to pay \$350 per day for every day the goods remain on the License Area past the initial 10-day period. Atlas Heavy Projects LLC did not exceed the 10-day license period, and all goods have been removed from the License Area.

Financial Review

The City received payment for use of the site prior to arrival in the amount of \$3,500. The payment was deposited in the Economic Development Fund.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 78-2021 is in order.

[Resolution No. 78-2021.docx](#)

[Resolution No. 78-2021 Exhibit A.pdf](#)

RESOLUTION NO. 78-2021

Introduced by Christine Crawford

A RESOLUTION RATIFYING THE CITY MANAGER’S EXECUTION OF A LICENSE AGREEMENT AUTHORIZING ATLAS HEAVY PROJECTS LLC TO USE THE CONAGRA SITE TO MOOR A VESSEL TO OFFLOAD, TEMPORARILY STORE AND MOVE GOODS FROM THE CITY PROPERTY TO RECIPIENTS IN THE GENERAL AREA.

WHEREAS, Atlas Heavy Projects LLC (“Licensee”) has requested the opportunity to moor a vessel on waterways adjacent and contiguous to City property and to offload, temporarily store, and move certain goods of one or more third parties from the City property to recipients in the general area; and

WHEREAS, the City desires to authorize Licensee to use the ConAgra site, as more fully described as the License Area in the License Agreement, to moor a vessel to offload, temporarily store and move goods from the City property to recipients in the general area.

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

SECTION 1. That the Interim City Manager is authorized to execute a license agreement with Atlas Heavy Projects LLC according to terms substantially similar to the License Agreement attached hereto as “Exhibit A.”

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: _____

LICENSE AGREEMENT

This License Agreement ("Agreement"), made by between the CITY OF HURON, OHIO ("City"), and ATLAS HEAVY PROJECTS LLC, a Texas limited liability company ("Licensee") (with City and Licensee being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, Licensee has requested the opportunity to moor a vessel on waterways adjacent and contiguous to City property and to offload, temporarily store, and move certain goods ("Goods") of one or more third parties from City property to recipients in the general area;

WHEREAS, the Goods will be temporarily held by Licensee on City property on an area depicted on Exhibit A (attached to an incorporated herein by reference)(the "License Area"), and, therefore, it is necessary for the City to grant a revocable license to Licensee to temporarily use the License Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged by the parties, the parties here to agree as follows:

1. The City hereby grants a license to Licensee to temporarily use the License Area as set forth and described on Exhibit A, for use from October 25, 2021 (the Effective Date") until November 8, 2021 (the "Deadline") for a flat, one-time lump-sum rental fee of \$3,500.00. The fee shall be paid to the City on or before November 22, 2021). In the event Licensee he has not removed the Goods from the License Area on or before the Deadline, Licensee shall be obligated to pay the City the sum of \$350.00 daily for each and every day that the Goods remain on the License Area. The License Area depicted on Exhibit A shall exclude any other City-owned property not referenced thereon.
2. The City shall have the unilateral and voluntary option to revoke, terminate or modify this License on forty-eight (48) hours' notice in the event that the License Area becomes unavailable for use by Licensee as provided for by this Agreement or in the event of Licensee's breach of this Agreement.
3. Licensee will obtain, in advance of the mooring at Licensee's sole cost and expense, and provide proof of same to City as may be requested:
 - (a) all necessary security-related services as determined necessary by Licensee, and the City shall not be obligated to provide any additional security beyond ordinary police and fire protection available to all citizens of the City;
 - (b) all necessary site preparation, stabilization, and staging protections to ensure the License Area is safe, suitable, and stable for use as a staging/temporary storage area for the Goods and necessary transportation equipment, which License Area maybe inspected by the City Engineer prior to delivery of the Goods to ensure compliance with this Agreement, and the City Engineer may require additional materials be added to some or all of the License Area to ensure a stable staging environment with a suitable depth of stone or aggregate as directed by the City Engineer to withstand the weight of the Goods and transportation equipment;

- (c) any and all permits necessary or required by the Federal, State (including but not limited to the Ohio Department of Natural Resources), City, and all other local authorities and any and all related agencies requiring such permitting; and
- (d) The Certificate of Insurance referenced in Section 7, below.

4. Licensee will ensure all transportation equipment for the Goods utilize ingress and egress pathways as designated by the City.

5. Other than providing access to the License Area pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Licensee for any of Licensee's activities arising or contemplated by this Agreement. The City shall render a detailed cost statement for any and all assistance, services, or materials that the City determines is necessary to accommodate Licensee's use of the License Area. Without waiving the requirements of Licenses to comply with its obligations hereunder, including but not limited to Section 2(b) hereof, items which shall be provided and billed when and where required (as determined by the City) include, but are not limited to:

- (a) The cost of materials to further improve and/or stabilize the Licensee Area (i.e., gravel, stone, etc.);
- (b) The cost of City personnel to inspect and monitor the License Area from the Effective Date to the Deadline;
- (c) the cost of safety and health-related forces if utilized;
- (d) cost to repair, replace and/or remediate the License Area and adjacent and contiguous City property in the event of any damage or environmental contamination of same regardless of cause; and
- (e) and all other cost, fines, fees, penalties, and charges incurred by the City as a direct result of Licensee's use of the License Area and adjacent and contiguous City property and for Licensee's breach of its obligations in this Agreement.

6. The Licensee agrees, at its sole cost and expense, to have the entire License Area cleaned and restored to the condition it was in as of the Effective Date not later than seven (7) business days after the Deadline, including removal of all site preparation and site stabilization materials.

7. The Licensee shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Licensee's acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to actions or causes of actions arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of Licensee and Licensee's contractors' activities relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Six Million Dollars (\$6,000,000.00) in the aggregate (including excess liability coverage); One Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or

before the Effective Date. Notwithstanding any contrary provision of this Agreement, the City's receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting use of the License Area.

8. Licensee shall furnish City with evidence that the required insurance referenced in Section 7 has been obtained on or before the Effective Date. But for the inclusion of this Section 8, City would not have entered into this Agreement.

9. Licensee shall ensure all contractors providing transportation services maintain liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an additional insured and loss payee by endorsement and relevant Certificates of Insurance shall be provided to Licensee on or before the Effective Date.


10. Licensee shall refrain from using the parking lot at the Huron River Boat Access Ramp.

IN WITNESS WHEREOF, the Parties have set their hands to his Agreement as of the date(s) set forth below.

CITY OF HURON, OHIO

ATLAS HEAVY PROJECTS LLC

By: 
Matthew Lasko, City Manager

By: 
Printed Name: Deanna Nettles
Title: Its Corporate Secretary

Date: 10/25/21
Approved as to form:

Date: 22 October 2021



Todd A. Schrader, Law Director, City of Huron

EXHIBIT A – DESCRIPTION/SCHEMATIC OF LICENSE AREA



Richard H. Jeffrey
ERIE COUNTY AUDITOR | ERIE COUNTY, OHIO

Date: 10/22/2021
1 inch = 188 feet





TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 79-2021
DATE: November 9, 2021

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 2022. Attached to the legislation please find the Resolution No. 21-318 adopted by the Erie County Board of Commissioners, awarding the contract to Compass Minerals America, Inc. at a cost of \$45.00/ton delivered. This reflects an increase of \$0.80 per ton over 2021 costs (1.8% increase).

The current salt contract is with Compass Minerals America, Inc. @ \$44.20/ton delivered in effect until 12/31/21. We currently have \$25,000 encumbered for 2021 and \$23,000 spent as of 10/31/2021 (\$65,000 budgeted for 2021) and 125 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.

Financial Review

The purchase of salt out of the Street Maintenance Fund (Fund 212) is included in the annual budget. The 2022 budget will still reflect a budget of \$65,000, as the City historically budgets conservatively as a worst-case scenario. The City's annual average cost to purchase salt from 2017 to 2021 is approximately \$30,000 per year. The expectation is the Street Department will not pay more than approved in this resolution. If so, Staff will request Council approval to increase the dollar amount.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution 79-2021 is in order.

[Resolution No. 79-2021.doc](#)

[Resolution No. 79-2021 Exhibit A.pdf](#)

RESOLUTION NO. 79-2021

Introduced by Joel Hagy

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 2022 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 \$45.00/ton (delivered) for the purpose of furnishing bulk highway deicing rock salt for the calendar year of 2022 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.R.C. §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. 21-318

**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 28th day of September, 2021, in special 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 2022 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.

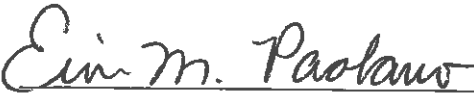
Mr. Shoffner seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted: September 28, 2021

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 #227.

 Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator 
Hank S. Solbiewj, CPA

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$0.00**, being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

21510-4040-522000
ENGINEER

RESO. NO: _____

CONTRACT NO: _____

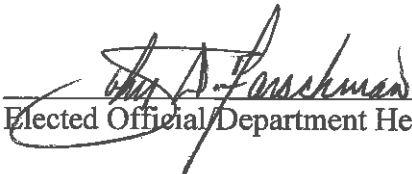
P.O. NUMBER: _____

Date: 9/15/2021



Richard H. Jeffrey
County Auditor

Approved As to Content:



Elected Official/Department Head

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$0.00**, being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

10100-1080-522000

FACILITIES

RESO. NO: _____

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 9/15/2021

Richard H. Jeffrey / RJB
Richard H. Jeffrey
County Auditor

Approved As to Content:

[Signature]
Elected Official/Department Head



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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: **9/16/2021 2:46:30 PM**

This search produced the following list of **17** possible matches:

| Name/Organization | Address |
|---|---|
| Combs, Brenda | 109 Flat Rock Drive |
| Combs, Brenda | 109 Flat Rock Drive |
| Harmony Community School | |
| 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 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 Dublin 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 | |

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CONTRACT

This contract made and entered into this ____ day of _____, 2021, 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 10,165 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2022 calendar year (1/01/2022 – 12/31/2022). 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 |
|--|----------------|--------------------|---------------------|--------------------|---------------------|
| Erie County Engineer, Highway Dept. | 3,200 | \$47.44/ton | \$151,808.00 | \$45.00/ton | \$144,000.00 |
| Erie County Facilities Dept. | 150 | 47.44/ton | \$7,116.00 | 45.00/ton | \$6,750.00 |
| Berlin Township | 200 | 47.44/ton | 9,488.00 | 45.00/ton | 9,000.00 |
| Florence Township | 100 | 47.44/ton | 4,744.00 | 45.00/ton | 4,500.00 |
| Groton Township | 100 | 47.44/ton | 4,744.00 | 45.00/ton | 4,500.00 |
| Huron Township | 600 | 47.44/ton | 28,464.00 | 45.00/ton | 27,000.00 |
| Margaretta Township | 300 | 47.44/ton | 14,232.00 | 45.00/ton | 13,500.00 |
| Milan Township | 600 | 47.44/ton | 28,464.00 | 45.00/ton | 27,000.00 |
| Oxford Township | 175 | 47.44/ton | 8,302.00 | 45.00/ton | 7,875.00 |
| Perkins Township | 600 | 47.44/ton | 28,464.00 | 45.00/ton | 27,000.00 |
| Village of Berlin Heights | 100 | 47.44/ton | 4,744.00 | 45.00/ton | 4,500.00 |
| Village of Castalia | 100 | 47.44/ton | 4,744.00 | 45.00/ton | 4,500.00 |
| Village of Milan | 400 | 47.44/ton | 18,976.00 | 45.00/ton | 18,000.00 |
| City of Huron | 1,000 | 47.44/ton | 47,440.00 | 45.00/ton | 45,000.00 |
| City of Sandusky | 2,500 | 47.44/ton | 118,600.00 | 45.00/ton | 112,500.00 |
| Sandusky City Schools | 40 | 47.44/ton | 1,897.60 | 45.00/ton | 1,800.00 |
| Total Estimated Requirements | 10,165 | | \$482,227.60 | | \$457,425.00 |

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$47.44/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$45.00/Ton, not to exceed **\$158,924.00** (\$151,808.00 – Erie County Engineer, \$7,116.00– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie 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 AUGUST 19, 2021, the terms and conditions of the Contract shall prevail.

ROCK SALT CALENDAR YEAR 2022

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 August 25, 2021.

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, 2022 through December 31, 2022.

INDEMNITY

The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie 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.



Signature

Director, US Highway Sales

Title

48-1047632

Taxpayer I.D. #

BOARD OF COUNTY
COMMISSIONERS OF ERIE
COUNTY, OHIO



Patrick J. Shenigo



Mathew R. Old



Stephen L. Shofner

Approved as to Form:



Asst. Prosecuting Attorney

Approved as to Content:



Jack Farschman, P.E., P.S., Erie County Engineer

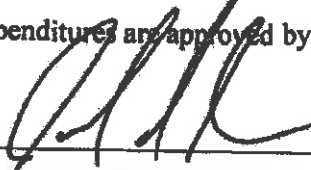


Gary Weilnau, Building & Grounds Superintendent

CONTRACT LIMITATION CERTIFICATE

I, Joel Grendes, on behalf of **COMPASS MINERALS**
(Name of representative of vendor)

AMERICA, INC., do hereby acknowledge that the maximum 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 **\$158,924.00** UNLESS the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **COMPASS MINERALS AMERICA, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **\$158,924.00**, UNLESS expenditures are approved by the Board.




Representative of Vendor

Sworn to before me and subscribed in my presence this 14th day of September,
2021.



(Notary Public)

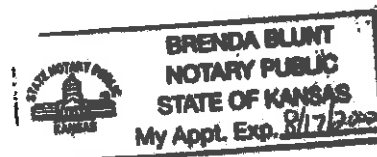
APPROVED AS TO CONTENT



Jack Farschman, P.E., P.S., Erie County Engineer



Gary Weilnau, Building & Grounds Superintendent



ATTACHMENT D
NON-COLLUSION AFFIDAVIT

State of ~~OK~~ Kansas
Johnson
~~OK~~ County

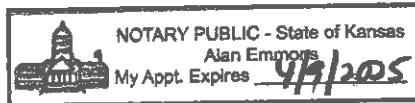
BID Identification: "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL"

CONTRACTOR Joel Gerdes, being first duly sworn, deposes and says that he is Director of 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 BIDDER in his general business.

Signed: _____

Subscribed and sworn to before me this 20th day of August, 20 21.

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

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.

Mary Wells

Sworn to before me and subscribed in my presence this 20th day of August, 20 21.

Alan Emmons

Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2020

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. 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).

PRODUCER
Marsh USA Risk & Insurance Services
15 West South Temple, Suite 700
Salt Lake City, UT 84101

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B: N/A

N/A

INSURER C:

INSURER D:

INSURER E:

INSURER F:

CN101916390-STND-GAWU-20-21

INSURED
Compass Minerals Group, Inc. &
The North American Salt Company
9900 W. 109th Street, Suite 100
Overland Park, KS 66210

COVERAGES

CERTIFICATE NUMBER:

SEA-003458416-11

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---|--------------------------|--------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | XSLG27630431 | 11/01/2020 | 11/01/2021 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | ISAH08873628 | 11/01/2020 | 11/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 2,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | WLRC68929921 (AOS) SCFC68929933 (WI) | 11/01/2020 11/01/2020 | 11/01/2021 11/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Road Salt

Board of County Commissioners of Erie County, Ohio is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners of Erie
County, Ohio
2900 Columbus Avenue, Room 327
Sandusky, OH 44870

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Risk & Insurance Services

Tiffani Berrett

Tiffani Berrett

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**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

Period Specified Below
07/01/2020 to 07/01/2021



www.bwc.ohio.gov

Issued by: BWC

Stephanie McCloud

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 Certificate of Ohio Workers' Compensation.

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 Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on August 25, 2021 to undertake the project known as:

Treated Rock Salt for Highway Ice Control

(Here insert full name, address and description of the Project)

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate 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 line is left blank the penal sum will be the amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named Principal has submitted 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 Oblige 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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige 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 Oblige 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 13th day of August, 2021

PRINCIPAL:

Compass Minerals America Inc.

BY:

Joel Gerdes
TITLE: Director US Highway Sales

SURETY COMPANY ADDRESS

9025 N. Lindbergh Dr.

Street

Peoria, IL 61615

City

State

Zip

SURETY:

RLI Insurance Company

BY:

Tina Davis

SURETY AGENT'S ADDRESS

Marsh USA Inc.

Agency Name

15 W South Temple Ste 700

Street

Salt Lake City, UT 84101

City

State

Zip

State of Utah }
County of Salt Lake } ss:

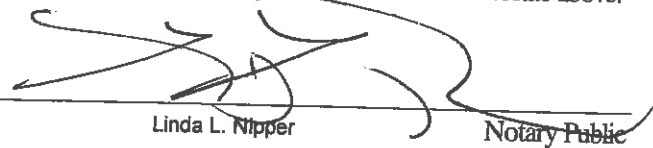
On August 13, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

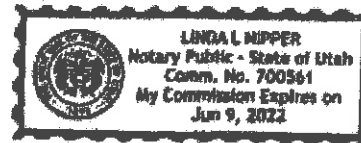
Tina Davis

known to me to be Attorney-in-Fact of RLI Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022


Linda L. Nipper Notary Public



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Bond No. 84614-RLI-21-021

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 effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Tina Davis

in the City of

Salt Lake City

, State of

UT

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal:

Compass Minerals America Inc.

Obligee:

Board of Erie County Commissioners

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of

August, 2021



RLI Insurance Company

Contractors Bonding and Insurance Company

Barton W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

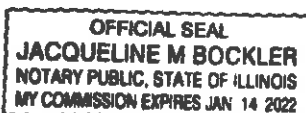
} SS

On this 13th day of August, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jacqueline M. Bockler

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 13th day of August, 2021.

RLI Insurance Company

Contractors Bonding and Insurance Company

By:

Jeffrey D. Fick

Corporate Secretary

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

Judith French - Director

Certificate of Compliance



Issued 03/23/2021

Effective 04/02/2021

Expires 04/01/2022

I, Judith French, 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 | Guaranteed Renewable A & H |
| Aircraft | Inland Marine |
| Allied Lines | Medical Malpractice |
| Boiler & Machinery | Multiple Peril - Commercial |
| Burglary & Theft | Multiple Peril - Farmowners |
| Collectively Renewable A & H | Multiple Peril - Homeowners |
| Commercial Auto - Liability | Noncancellable A & H |
| Commercial Auto - No Fault | Nonrenew-Stated Reasons (A&H) |
| Commercial Auto - Physical Damage | Ocean Marine |
| Credit | Other Accident only |
| Credit Accident & Health | Other Liability |
| Earthquake | Private Passenger Auto - Liability |
| Fidelity | Private Passenger Auto - No Fault |
| Financial Guaranty | Private Passenger Auto - Physical Damage |
| Fire | Surety |
| Glass | Workers Compensation |
| Group Accident & Health | |

RLI INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$2,314,336,744, liabilities in the amount of \$1,192,744,750, and surplus of at least \$1,121,591,994.

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

Judith L. French

Judith French, Director





P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: support@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2020

Admitted Assets

Investments:

| | |
|--|----------------|
| Fixed maturities | \$ 941,654,491 |
| Equity securities | 1,122,236,300 |
| Short-term investments | 0 |
| Real estate | 30,947,050 |
| Properties held to produce income | 0 |
| Cash on hand and on deposit | 47,740,062 |
| Other invested assets | 51,152,519 |
| Receivables for securities | 27,482 |
| Agents' balances | 86,151,757 |
| Investment income due and accrued | 7,413,030 |
| Funds held | 0 |
| Reinsurance recoverable on paid losses | 20,970,446 |
| Federal income taxes receivable | 399,789 |
| Net deferred tax asset | 0 |
| Guarantee funds receivable or on deposit | 39,285 |
| Electronic data processing equipment, net of depreciation | 608,401 |
| Receivable from affiliates | 2,556,493 |
| Other admitted assets | 2,439,639 |

Total Admitted Assets \$ 2,314,336,744

State of Illinois }

County of Peoria }

Liabilities and Surplus

Liabilities:

| | |
|---|----------------|
| Reserve for unpaid losses and loss adjustment expenses | \$ 686,262,614 |
| Unearned premiums | 277,750,198 |
| Accrued expenses | 72,969,006 |
| Funds held | 350,474 |
| Advance premiums | 12,334,552 |
| Amounts withheld | 78,066,493 |
| Remittances and items not allocated | 2,245,962 |
| Dividends declared and unpaid | 28,659 |
| Ceded reinsurance premium payable | 23,810,949 |
| Payable for securities | 2,315,086 |
| Statutory penalties | 289,600 |
| Current federal & foreign income taxes | 0 |
| Federal income tax payable | 10,763,540 |
| Borrowed money and accrued interest | 0 |
| Drafts outstanding | 0 |
| Payable to affiliate | 15,714,222 |
| Other liabilities | 9,843,395 |

Total Liabilities \$ 1,192,744,750

Surplus:

| | |
|----------------------------|---------------|
| Common stock | \$ 10,000,375 |
| Additional paid-in capital | 242,451,084 |
| Unassigned surplus | 869,140,535 |

Total Surplus \$ 1,121,591,994

Total Liabilities and Surplus \$ 2,314,336,744

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 2020.

Attest:

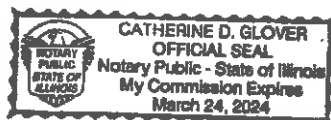


{ Corporate
Seal
Affixed }

Craig Kliethermes
Craig Kliethermes President

Olga S. Happel
Olga S. Happel Assistant Secretary

Sworn to before me this 11th day of March, 2021.



{ Notarial
Seal
Affixed }

Catherine D. Glover
Catherine D. Glover Notary Public, State of Illinois

M0058321

**ERIE COUNTY ENGINEER
2021 ROCK SALT**

MATERIAL: Bulk Rock Salt (Sodium Chloride)
QUANTITY:

| | | |
|-------------------------------------|--------|------|
| Erie County Engineer, Highway Dept. | 3,200 | Tons |
| Berlin Township | 200 | Tons |
| Florence Township | 100 | Tons |
| Groton Township | 100 | Tons |
| Huron Township | 600 | Tons |
| Margaretta Township | 300 | Tons |
| Milan Township | 600 | Tons |
| Oxford Township | 175 | Tons |
| Perkins Township | 600 | Tons |
| Village of Berlin Heights | 100 | Tons |
| Village of Castalia | 100 | Tons |
| Village of Milan | 400 | Tons |
| City of Huron | 1,000 | Tons |
| City of Sandusky | 2,500 | Tons |
| Sandusky City Schools | 40 | Tons |
| Erie County Facilities Dept. | 150 | Tons |
| Total Tons Estimated | 10,165 | Tons |

CONTRACT DURATION: All bids shall be guaranteed for the 2022 Calendar Year. Contract shall be effective from January 1, 2022 through December 31, 2022.

Having carefully read the specifications attached hereto, the undersigned hereby proposes to furnish all material, as specified and described for the project **TREATED ROCK SALT FOR HIGHWAY ICE CONTROL**, for the following amounts:

BASE BID

ROCK SALT \$ 47.44 /TON CUSTOMER PICKUP

\$ 45.00 /TON DELIVERED

The undersigned acknowledges the following Addenda to the Drawings and Specifications.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Bidder understands that the Contracting Authority reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

NOTE: Bids must be sealed and addressed to the Erie County Commissioners, and showing the name of the project "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL"


SIGNATURE

8/19/21
DATE

Joel Gerdes, Director of Sales - US Highway
NAME & TITLE (TYPE OR PRINT)

913-344-9123 or 800-323-1641
TELEPHONE

Compass Minerals America Inc
NAME OF COMPANY

GreenH@compassminerals.com
EMAIL

9900 W 109th St, Suite 100, Overland Park, KS 66210
ADDRESS

Sandusky -Geo. Gradel Co, 931 W Water St, Sandusky, OH 44870
STOCKPILE ADDRESS (Including street address, city, state, zip)

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 24th day of March, A.D. 2021.*

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202108305686

Delaware

PAGE 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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

**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 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

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

March 10, 2021

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. Crutchfield | President and CEO |
| James D. Standen | Chief Financial Officer |
| S. Bradley Griffith | Chief Commercial Officer |
| Mary L. Frontczak | Chief Legal and Administrative Officer and Corporate Secretary |
| Luis E. Montiel | Vice President, Finance and Treasurer |
| Jon Schnieders | Vice President, Salt |
| Bill Crooks | Director, Customer Service |
| Joel Gerdes | Director, U.S. Highway Sales |
| Joe Uriell | Director, Sales Industrial |
| Ryan Royer | National Sales Manager |
| Sean Lierz | Highway Sales Senior Manager |
| Harrison Green | Highway Sales Manager |
| Austin Welch | Highway Sales Manager |
| Matthew Denner | Sales Manager |
| Teresa Wilde | Sales Manager |
| Zoe Vantzios | 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. Vantzios

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. Vantzor



CREDIT INFORMATION

| | | | |
|---------------------------|--|---------------------------|----------------|
| FIRM NAME: | Compass Minerals America Inc. | PHONE: | (913) 344-9100 |
| PRINCIPAL ADDRESS: | 9900 W. 109 th St., Suite 100 Overland Park, Kansas 66210 | FEDERAL ID CODE: | 48-1047632 |
| MAILING ADDRESS: | Same | DATE INCORPORATED: | 01/21/88 |
| OTHER LOCATIONS: | Chicago, IL; Duluth, MN; Ogden, UT; Lyons, KS; Cote Blanche, LA; Buffalo, NY | DATE STARTED: | 1917 |
| | | TYPE OF BUSINESS: | Manufacturing |

OFFICERS:

| | |
|-------------------------|--|
| Kevin S. Crutchfield | President and CEO |
| James D. Standen | Chief Financial Officer |
| S. Bradley Griffith | Chief Commercial Officer |
| George J. Schuller, Jr. | Chief Operations Officer |
| Mary L. Frontczak | Chief Legal and Administrative Officer and Corporate Secretary |
| Luis E. Montiel | Vice President, Finance and Treasurer |
| Gary R. Gose | Vice President, Tax and Assistant Secretary |
| Zoe A. Vantzios | Assistant Secretary |
| Kelley A. Schnieders | Assistant Secretary |

TRADE REFERENCES:

Wheeler Machinery Co.
4901 W 2100 S
West Valley City, UT 84120
account-coordinators@wheelercat.com
801-978-1850 (fax)

H&E Equipment LLC
7500 Pecue Lane
Baton Rouge, LA 70809
225-756-3602
225-756-3621 (fax) attn. Teresa
tlalonde@he-equipment.com

Prince Agri Products
Contact: Kathy Irvin
229 Radio Road
Quincy, IL 62305
(217) 592-1332
(217) 223-2808 (fax)

Salerno Packaging Inc.
c/o Inteplast Credit
9 Peach Tree Hill Road
Livingston NJ 07039
973-740-8205 (Fax)

BANK REFERENCES:

JP Morgan Chase
One Chase Plaza, 7th Floor
New York, NY 10005

Account No.: 581776991
Contact: Credit Reference Group
Tel: (817) 399-7201
Fax: (817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.



Goderich - US Bulk Deicing Salt

Product Data Sheet

Production Location

Goderich, Ontario - Canada

Product Description

Rock salt obtained by conventional mining methods, crushed, and screened to size.

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - 1220 kg/m³ (76 lbs/ft³), average particle size 0.011"

Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

| Sodium Chloride | NaCl | (%) | 98.5 | 94.1 - 98.9 |
|--------------------|-------------------|-----|-------|--------------|
| Calcium Sulfate | CaSO ₄ | (%) | 2.7 | 0.9 - 4.5 |
| Calcium Chloride | CaCl ₂ | (%) | 0.00 | 0.00 - 0.01 |
| Magnesium Chloride | MgCl ₂ | (%) | 0.03 | 0.00 - 0.06 |
| Sodium Sulphate | NaSO ₄ | (%) | 0.00 | 0.00 - 0.03 |
| Moisture | | (%) | 0.3 | 0.00 - 1.1 |
| Water Insolubles | | (%) | 0.8 | 0.1 - 1.5 |
| Calcium | Ca | ppm | 7948 | 2649 - 13247 |
| Magnesium | Mg | ppm | 224 | 0 - 204 |
| Sulphate | SO ₄ | ppm | 19051 | 6350 - 31752 |

TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

| 0.850 | 0.500 | 0.375 | 0.250 | 0.150 | 0.100 |
|-------|-------|-------|-------|-------------|-------|
| 3/8 | 0.375 | 0.375 | 99.8 | 98.0 - 100 | |
| 4 | 4 | 0.187 | 97.2 | 93.5 - 100 | |
| 6 | 6 | 0.093 | 79.6 | 63.6 - 89.6 | |
| 10 | 10 | 0.048 | 47.6 | 34.3 - 60.8 | |
| 16 | 16 | 0.025 | 27.3 | 16.4 - 38.2 | |
| 30 | 30 | 0.012 | 15.6 | 9.7 - 21.5 | |

Average Particle Size 0.011 inches (7.25 mesh)

| Packaging | | | |
|-----------|--------------|------------------|-----------------|
| UPC Code | Product Code | New Product Code | Bag Size (Lbs.) |
| | 6615 | 613544 | Bulk |

Compass Minerals America Inc.
9900 West 109th Street - Suite 100
Overland Park, KS 66210
Phone 800-323-1641 Fax 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2018

Production Location

- Cote Blanche, Louisiana - USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size
- No more than 30% of product passes 30-mesh screen

Physical Properties

- Bulk Density: 72 lb/ft³
- Average Particle Size: 0.103"

Admixture

- Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Method of Analysis

- American Society for Testing and Materials Procedures D632 and E534
- All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Chemical Analysis

| Constituent | Formula | | Typical | Range |
|--------------------|-------------------|-----|---------|--------------|
| Sodium Chloride | NaCl | (%) | 96.44 | 96.2 - 99.2 |
| Calcium Sulfate | CaSO ₄ | (%) | 1.27 | 0.38 - 1.7 |
| Calcium Chloride | CaCl ₂ | (%) | 0.03 | 0 - 0.24 |
| Magnesium Chloride | MgCl ₂ | (%) | 0.01 | 0 - 0.77 |
| Water Insolubles | | (%) | 0.12 | 0 - 0.64 |
| Moisture | | (%) | 0.10 | 0 - 0.54 |
| Calcium | Ca | ppm | 3150 | 2238 - 4062 |
| Magnesium | Mg | ppm | 63 | 0 - 198 |
| Sulfate | SO ₄ | (%) | 8325 | 4779 - 11871 |

Typical Screen Data

| U.S.S. Mesh | Tyler Mesh | Open (Inches) | Typical % Passing | Range % Passing |
|-------------|------------|---------------|-------------------|-----------------|
| 3/4 | 0.75 | 0.75 | 100.0 | 99 - 100 |
| 1/2 | 1/2 | 0.5 | 99.8 | 98 - 100 |
| 0.375 | 0.375 | 0.375 | 95.5 | 83 - 100 |
| 4 | 4 | 0.187 | 77.6 | 42 - 100 |
| 8 | 8 | 0.0937 | 47.0 | 4 - 90 |
| 16 | 14 | 0.0469 | 21.4 | 0 - 45 |
| 30 | 28 | 0.0234 | 9.2 | 0 - 24 |

Packaging

| Description | Old Product Code | New Product Code |
|-----------------|------------------|------------------|
| Bulk | 7608 | 613624 |
| Bulk, Untreated | | 2932815 |

Compass Minerals
9900 West 109th Street - Suite 100
Overland Park, Kansas 66210
Ph: 800-755-7258 Fax: 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s). Chemical Analysis and Screen data are based on the previous year's historical data.

January 2021



SAFETY DATA SHEET

1. Product and Company Identification

| | |
|-------------------------------|--|
| Product Identifier | Salt |
| Other means of Identification | American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus |
| Recommended use | De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition. |
| Recommended restrictions | None known. |
| Manufacturer | Compass Minerals USA Inc. 8900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200 CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6668 |

2. Hazards Identification

| | |
|-----------------------|---|
| Physical hazards | Not classified. |
| Health hazards | Not classified. |
| Environmental hazards | Not classified. |
| OSHA defined hazards | Not classified. |
| Label elements | |
| Hazard symbol | None. |
| Signal word | None. |
| Hazard statement | The product and/or mixture does not meet the criteria for classification. |

| | |
|---|---|
| Precautionary statement | |
| Prevention | Observe good industrial hygiene practices. |
| Response | Wash hands after handling. |
| Storage | Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10) |
| Disposal | Dispose of waste and residues in accordance with local authority requirements. |
| Hazard(s) not otherwise classified (HNOC) | None known. |
| Supplemental information | Not applicable. |

3. Composition/Information on Ingredients

| | |
|----------------------|--|
| Mixture | |
| Composition comments | The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria. |

4. First Aid Measures

| | |
|--|---|
| Inhalation | Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist. |
| Skin contact | Rinse skin with water/shower. Get medical attention if irritation develops and persists. |
| Eye contact | Rinse with water. Get medical attention if irritation develops and persists. |
| Ingestion | Rinse mouth. If ingestion of a large amount does occur, seek medical attention. |
| Most important symptoms/effects, acute and delayed | Direct contact with eyes may cause temporary irritation. |
| Indication of immediate medical attention and special treatment needed | Treat symptomatically. |

5. Fire Fighting Measures

| | |
|---|--|
| Suitable extinguishing media | Salt and salt mixtures are non-combustible. |
| Unsuitable extinguishing media | Not applicable. |
| Specific hazards arising from the chemical | During fire, gases hazardous to health may be formed. |
| Special protective equipment and precautions for firefighters | Use appropriate firefighting PPE as a general precaution. |
| Fire-fighting equipment/instructions | Salt is not combustible and is thus not the material of concern for firefighting equipment or methods. |
| Specific methods | In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized. |
| General fire hazards | No unusual fire or explosion hazards noted. |
| Hazardous combustion products | Chlorine. Hydrogen chloride. Oxides of sodium. |
| Explosion data | |
| Sensitivity to mechanical impact | Not available. |
| Sensitivity to static discharge | Not available. |

6. Accidental Release Measures

| | |
|---|--|
| Personal precautions, protective equipment and emergency procedures | Restrict area to facilitate clean up. |
| Methods and materials for containment and cleaning up | Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS. |
| Environmental precautions | Avoid direct release into waterways and sewers. |

7. Handling and Storage

| | |
|-------------------------------|---|
| Precautions for safe handling | Use care in handling/storage. Avoid breathing dust. |
|-------------------------------|---|

Conditions for safe storage,
including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

| | |
|---|--|
| Occupational exposure limits | No exposure limits noted for Ingredient(s). |
| Biological limit values | No biological exposure limits noted for the ingredient(s). |
| Appropriate engineering controls | <p>TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (Insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p> |
| Individual protection measures, such as personal protective equipment | |
| Eye/face protection | Safety glasses if eye contact is possible. |
| Skin protection | |
| Hand protection | If there is constant skin contact, rubber gloves are recommended. |
| Other | Wear suitable protective clothing. |
| Respiratory protection | No personal respiratory protective equipment normally required. |
| Thermal hazards | Not applicable. |
| 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. |

9. Physical and Chemical Properties

| | |
|--|-----------------|
| Appearance | Crystalline. |
| Physical state | Solid. |
| Form | Solid. |
| Color | Varies |
| Odor | Odorless |
| Odor threshold | Not applicable |
| pH | 6 - 8 (Neutral) |
| Melting point/freezing point | Not applicable |
| Initial boiling point and boiling range | Not applicable |
| Pour point | Not applicable |
| Specific gravity | Not applicable |
| Partition coefficient (n-octanol/water) | Not applicable |
| Flash point | Not applicable |
| Evaporation rate | Not applicable |
| Flammability (solid, gas) | Not applicable. |
| Upper/lower flammability or explosive limits | |
| Flammability limit - lower (%) | Not applicable |
| Flammability limit - upper (%) | Not applicable |
| Explosive limit - lower (%) | Not applicable |
| Explosive limit - upper (%) | Not applicable |
| Vapor pressure | Not applicable |
| Vapor density | Not applicable |
| Relative density | Not applicable |
| Solubility(ies) | Not available. |
| Auto-ignition temperature | Not applicable |

| | |
|---------------------------|----------------|
| Decomposition temperature | Not applicable |
| Viscosity | Not applicable |

10. Stability and Reactivity

| | |
|------------------------------------|---|
| Reactivity | None known. |
| Possibility of hazardous reactions | No dangerous reaction known under conditions of normal use. |
| Chemical stability | Material is stable under normal conditions. |
| Conditions to avoid | Contact with incompatible materials, i.e strong oxidizing agents. |
| Incompatible materials | Strong oxidizing agents. |
| Hazardous decomposition products | Chlorine gas. Hydrogen chloride. Oxides of sodium. |

11. Toxicological Information

Information on likely routes of exposure

| | |
|--|--|
| Ingestion | Expected to be a low ingestion hazard. |
| Inhalation | No adverse effects due to inhalation are expected. |
| Skin contact | No adverse effects due to skin contact are expected. |
| Eye contact | Direct contact with eyes may cause temporary irritation. |
| Symptoms related to the physical, chemical and toxicological characteristics | Direct contact with eyes may cause temporary irritation. |

Information on toxicological effects

| | |
|----------------|-----------------|
| Acute toxicity | Not classified. |
|----------------|-----------------|

| Product | Species | Test Results |
|---------|---------|--------------|
|---------|---------|--------------|

Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

| | |
|---------------------------|--|
| Skin corrosion/irritation | Prolonged skin contact may cause temporary irritation. |
|---------------------------|--|

| | |
|------------------|----------------|
| Exposure minutes | Not available. |
|------------------|----------------|

| | |
|----------------|----------------|
| Erythema value | Not available. |
|----------------|----------------|

| | |
|--------------|----------------|
| Oedema value | Not available. |
|--------------|----------------|

| | |
|-----------------------------------|--|
| Serious eye damage/eye irritation | Direct contact with eyes may cause temporary irritation. |
|-----------------------------------|--|

| | |
|-----------------------|----------------|
| Corneal opacity value | Not available. |
|-----------------------|----------------|

| | |
|-------------------|----------------|
| Iris lesion value | Not available. |
|-------------------|----------------|

| | |
|------------------------------|----------------|
| Conjunctival reddening value | Not available. |
|------------------------------|----------------|

| | |
|---------------------------|----------------|
| Conjunctival oedema value | Not available. |
|---------------------------|----------------|

| | |
|--------------|----------------|
| Recover days | Not available. |
|--------------|----------------|

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. |
|------------------------|--|

| | |
|--------------|--|
| 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. |
|-----------------|---|

| | |
|-----------------------|--|
| Reproductive toxicity | This product is not expected to cause reproductive or developmental effects. |
|-----------------------|--|

| | |
|----------------|-----------------|
| Teratogenicity | Not classified. |
|----------------|-----------------|

| | |
|--|-----------------|
| Specific target organ toxicity - single exposure | Not classified. |
|--|-----------------|

| | |
|--|-----------------|
| Specific target organ toxicity - repeated exposure | Not classified. |
|--|-----------------|

| | |
|-------------------|-----------------|
| Aspiration hazard | Not classified. |
|-------------------|-----------------|

| | |
|--|---|
| Chronic effects | Not classified. |
| Further Information | This product has no known adverse effect on human health. |
| Name of Toxicologically Synergistic Products | Not available. |

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. |
| Mobility in general | Not 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 in accordance with applicable 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

| | |
|--|-----------------------------------|
| U.S. Department of Transportation (DOT) | Not regulated as dangerous goods. |
| Transportation of Dangerous Goods (TDG - Canada) | Not regulated as dangerous goods. |

15. Regulatory Information

| | |
|--|--|
| Canadian federal regulations | This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations. |
| WHMIS status | Not Controlled |
| US federal regulations | |
| TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D) | |
| Not regulated. | |
| CERCLA Hazardous Substance List (40 CFR 302.4) | |
| Not listed. | |
| Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130) | |
| Not regulated. | |
| Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List | |
| Not regulated. | |
| Superfund Amendments and Reauthorization Act of 1986 (SARA) | |
| Hazard categories | Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No |
| SARA 302 Extremely hazardous substance | No |
| SARA 311/312 Hazardous chemical | No |
| SARA 313 (TRI reporting) | |
| Not regulated. | |

Other federal regulations

Safe Drinking Water Act (SDWA) Not regulated.

Food and Drug Administration (FDA) Not regulated.

US state regulations

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.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

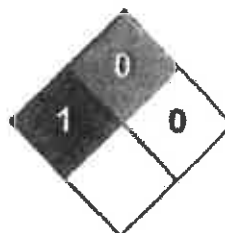
| Country(s) or region | Inventory name | On Inventory (yes/no)* |
|-----------------------------|---|------------------------|
| Canada | Domestic Substances List (DSL) | Yes |
| Canada | Non-Domestic Substances List (NDSL) | No |
| United States & Puerto Rico | Toxic Substances Control Act (TSCA) Inventory | Yes |

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

| LEGEND | |
|----------|---|
| Severe | 4 |
| Serious | 3 |
| Moderate | 2 |
| Slight | 1 |
| Minimal | 0 |

| | |
|---------------------|-----|
| HEALTH | / 1 |
| FLAMMABILITY | 0 |
| PHYSICAL HAZARD | 0 |
| PERSONAL PROTECTION | X |

**Disclaimer**

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date 28-September-2015

Effective date 01-August-2014

Expiry date 01-August-2017

Further Information Not available.

Prepared by Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Other Information This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).
This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.



September 22, 2021

**Kathy Deehr
Berlin Township
12101 St Rt 61
P O Box 52
Berlin Heights, OH 44814**

Customer #: H701377

Kathy Deehr,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Berlin Township
Berlin Rd
.10 N of Hill on Berlin Road
Berlin Heights, OH 44814

Destination #: H750699



Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

If you would like to receive an order acknowledgement, shipment notification as trucks are shipping and/or invoices via e-mail, please e-mail ACCOUNTDATA@COMPASSMINERALS.COM with the CUSTOMER and DESTINATION number(s) for your account and recipient e-mail address per destination.

Compass Minerals America Inc. recognizes the importance of safe and clean roads. The goal of our organization is to consistently exceed your service and product quality expectations. Please help us to serve you better by contacting the Highway Sales Department at (800) 323-1641 with any questions or comments. Also, if any of the above customer information is incorrect or has changed, please notify us. Thank you again for your business!

Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

**Cory Swaisgood
City of Huron
417 Main St
Huron, OH 44839**

Customer #: H703455

Cory Swaisgood,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: City of Huron Dpw
10 Waterworks Dr
E of Huron Plaza Shopping CT ON
Huron, OH 44839

Destination #: H756152

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Elisabeth Sowecke
City of Sandusky
240 Columbus Ave
Sandusky, OH 44870

Customer #: H705506

ElisabethSowecke,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

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Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: City of Sandusky - Cement Ave
1024 Cement Avenue
Sandusky, OH 44870

Destination #: H761821

Ship To: City of Sandusky - 1st St
2425 1st St
Sandusky, OH 44870

Destination #: H973990



Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Denise Bellamy
Erie County
2700 Columbus Ave
Sandusky, OH 44870

Customer #: H702815

Denise Bellamy,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Erie CO Highway Dept
2614 Columbus Avenue
Sandusky, OH 44870

Destination #: H754953

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

**Nancy Broderick
Erie County Building Maintenance
2900 Columbus Ave.
Building Maintenance
Sandusky, OH 44870**

Customer #: H625028

Nancy Broderick,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Erie CO Building Maintenance
2900 Columbus Ave.
Sandusky, OH 44870

Destination #: H625029

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

**Misty Johannsen
FLORENCE TOWNSHIP
11011 CHAPEL STREET
Wakeman, OH 44889**

Customer #: H702927

Misty,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Florence Township
12115 Florence Wakeman Rd
Berlin Heights, OH 44814

Destination #: H764031

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

**Nancy Funni
Groton Township
9414 Portland Road
Castalia, OH 44824**

Customer #: H703220

Nancy Funni,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Groton Township
9414 Portland Rd
Castalia, OH 44824

Destination #: H764057

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Compass Minerals America Inc. recognizes the importance of safe and clean roads. The goal of our organization is to consistently exceed your service and product quality expectations. Please help us to serve you better by contacting the Highway Sales Department at (800) 323-1641 with any questions or comments. Also, if any of the above customer information is incorrect or has changed, please notify us. Thank you again for your business!

Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Matt Dewey
Huron Township
1820 Bogart Road
Huron, OH 44839

Customer #: H700421

Matt Dewey,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Huron Township
1820 Bogart Rd
Huron, OH 44839

Destination #: H764060

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Bob Day
Margaretta Township
114 Main Street
P O Box 278
Castalia, OH 44824

Customer #: H704072

Bob Day,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Margaretta Township
316 E Lucas St
Castalia, OH 44824

Destination #: H764069

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Zach Rospert
Milan Township Trustees
1518 State Rt 113 E
Milan, OH 44846

Customer #: H704279

Zach Rospert,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Milan Township
1518 St Rt 113 E
Milan, OH 44846

Destination #: H764077

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

**Phillip David
Oxford Township
11104 Ransom Rd
Monroeville, OH 44847**

Customer #: H704771

Phillip David,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Oxford Township
11104 Ransom Rd
Monroeville, OH 44847

Destination #: H758523

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

**Diane Schaefer
Perkins Township
Office of the Clerk
2610 Columbus Avenue
Sandusky, OH 44870**

Customer #: H704858

Diane Schaefer,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Perkins Township
2610 Columbus Avenue
Sandusky, OH 44870

Destination #: H764080

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Kevin Toms
Sandusky City Schools
407 Decatur Street
Sandusky, OH 44870

Customer #: H918893

Kevin Toms,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Sandusky City Schools
c/o City of Sandusky
1024 Cement Avenue
Sandusky, OH 44870

Destination #: H973561

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Kathy Deehr
Village of Berlin Heights
8 W Main St
Berlin Heights, OH 44814

Customer #: H717085

Kathy Deehr,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Village of Berlin Heights
8 W Main St
Berlin Heights, OH 44814

Destination #: H717087

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Cathy Griggs
Village of Castalia
126 Depot Street
Castalia, OH 44824

Customer #: H702112

Cathy Griggs,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Village of Castalia
Cement St .25 Mi W of SR 269
Castalia, OH 44824

Destination #: H764013

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



September 22, 2021

Zach Rospert
Village of Milan
11 S Main Street
Milan, OH 44846

Customer #: H701376

Zach Rospert,

Compass Minerals America Inc. appreciates the opportunity to service your deicing salt requirements for the upcoming season.

You can order via Email (Recommended) or Phone at:

Order Contact

Compass Minerals
Email: highwayorders@compassminerals.com
Tel: 800-323-1641 x1
Fax: 913-338-7945
Hours: M-F, 8:00 - 5:00 pm CST

Depot: Sandusky
Geo. Gradel Co.
931 W. Water St
Sandusky, OH 44870
Tel: 419-626-3915

Ship To: Village of Milan
6 Merry Street
Milan, OH 44846

Destination #: H763952

Maintaining a sufficient supply of deicing salt is an important step towards a successful winter maintenance program. Frequent and early ordering ensures you have inventory on hand to meet the next snowfall and assists your servicing facility in arranging deliveries at a time convenient to your operation. CUSTOMER PICK UP ORDERS WITH REMAINING BALANCES AFTER 14 DAYS WILL BE SYSTEMATICALLY CANCELLED.

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Sincerely,
Compass Minerals America Inc.
Highway Sales Department



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Motion
DATE: November 9, 2021

Subject Matter/Background

To allow the development of the Conagra Site to take place without the need for variances, the site should to be properly zoned to support the concept presented by NAI Harmon Group. The site is currently zoned I-2 General Industrial, which limits residential and retails uses. The City seeks to re-zone the parcel to a MU-GD Mixed Use Granary District, which allows full flexibility in commercial, residential, and green space uses. A copy of the Re-Zoning Application is attached hereto as Exhibit "A".

Legal Review

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

Recommendation

A motion referring the City's application for re-zoning of the ConAgra site (PPN: 42-61270.001) from I-2 General Industrial to MU-GD Mixed Use Granary District to the Planning Commission would be in order.

[ConAgr ReZoning Application Packet.pdf](#)

City of Huron
Planning and Zoning Department
417 Main St. Huron, Ohio 44839
P: 419-433-5000
F: 419-433-5120



RE-ZONING PROCEDURE
OUTLINE AND APPLICATION
Codified Ordinance Section 1131.03

When a completed application is received by the Zoning Department for a re-zoning within the City of Huron, the City Council will be notified at their next regularly scheduled meeting. City Council shall refer the matter to the Planning Commission for their review, consideration, and recommendation to the City Council. The Planning Commission shall be given at least thirty (30) days to report their findings and recommendation on the matter back to the City Council. The City Council shall then schedule a Public Hearing on the matter for their final decision and action on the application.

The following schedule and time table shall serve as a guideline:

1. Completed application, data, and fee received by the Zoning Department
2. A notification is submitted to the City Council at their next regularly scheduled meeting.
3. Notifications are sent out to the parties of interest as required in Section 1131.03 of the Codified Ordinances at least twenty (20) days before the Planning Commission considers the matter.
4. Planning Commission consideration and recommendation to the City Council (at least thirty (30) days from their (Planning Commission's receipt of the application).
5. Report and recommendation to the City Council at their (City Council's) next regularly scheduled meeting
6. City Council Public Hearing (at least thirty (30) days from their receipt of Planning Commission's recommendation)
7. City Council's final action on the request.

CITY OF HURON
APPLICATION TO RE-DISTRICT PROPERTY
(Type or Print)

Date Received: _____

Location: _____

Legal Description of Subject Property:

Property Owner: _____

Address: _____

Applicant: (Name & Address - if different from the property owner)

Current Zoning District of Subject Property: R-1 ☐ R-2 ☐ R-3 ☐

B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐

Other: _____

Proposed Zoning District of Subject Property:

R-1 ☐ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐

Other: _____

**CITY OF HURON
RE-DISTRICT APPLICATION**

Is the applicant represented by legal counsel? Yes ☐ No ☐

If Yes, Counsel's Name and Address: _____

Counsel's Contact Number: (_____) - _____

Property Location

Was a re-zoning request ever submitted for this property? Yes ☐ No ☐

If Yes, give date: _____

Owner or Authorized Representative: _____

The following information must be attached to this application:

1. A map of the subject property. (Maximum size-11" x 17")
2. A map of the subject property in relation to the adjoining properties.
(Maximum size-11" x 17")
3. A complete list of the names and current address of all properties owners within 150' of the exterior boundaries of the subject property.
4. A letter, signed by the owner of the property, requesting the re-zoning, designating the current zoning district and the proposed zoning district.
5. A \$250.00 filing fee drafted to the City of Huron. (Section 1321.12 (c))

DO NOT WRITE BELOW THIS LINE

Date Completed Application Received: _____

Zoning Department Representative: _____

Date Submitted to City Council: _____

Date Submitted to Planning Commission: _____

1127.09 MIXED USE - GRANARY DISTRICT (MU - GD).

Building Standards, Lot Standards, and Setback Requirement for the Mixed-Use Granary District:

| Building Standards: MU-GD Schedule 1127.09 | |
|---|------|
| District Standards | |
| District size, min. (acres) | 5 |
| Lot Standards | |
| Lot area, min. (sq. ft.) | N/A |
| Lot area, max. (sq. ft.) | N/A |
| Lot width, min. (ft.) | 40 |
| Lot coverage, min. (%) | 50% |
| Lot coverage, max. (%) | 100% |
| Setback | |
| Front, min. (ft.) | 0 |
| Front, max. (ft.) | 50 |
| Side, min. (ft.) | 0 |
| Side, max. (ft.) | 50 |
| Rear, min. (ft.) | 0 |
| Rear, when abutting R zoned district | 15 |

| Building Standards | |
|---|---|
| Height, max. (ft.) | 75 ft. Parapet wall allowed to exceed height by 4 ft. |
| Gross Floor Area Maximum, Commercial (sq. ft.) | 25,000 |
| Residential Density, Dwelling Units per acre | 50 |
| Gross Floor Area Minimum, Residential Dwelling Unit (sq. ft.) | 700 |
| Note: Residential adjacency standards apply and may affect setback and building height design features. | |

- (a) Building Siting and Orientation. Buildings shall be oriented in the most logical manner dependent upon the layout of the development as a whole. Elements such as proximity and vantage point of the river and lake, proximity to streets and ways, and access of public walks and other pedestrian amenities shall be taken into account. Buildings shall be oriented in a way to promote a fluid flow of traffic, both vehicular and pedestrian-based.
 - (1) Entrance orientation. Entrances shall be clearly visible and identifiable from the street and delineated with elements such as roof overhangs, recessed entries, landscaping, or similar design features. The primary entrance must be placed along the frontage of any pedestrian or vehicular way. A secondary entrance is permitted in the case that the respective side of a building is adjacent to the waterfront and must also be identifiable by architectural design treatment.
- (b) Uses. Permitted, conditional, and accessory uses may occur within each building type as specified in Appendix A, Permitted Uses.
- (c) Parking.
 - (1) This district is intended to promote pedestrian and bicycle access, with as little space taken up by parking surface area as possible ensuring quality urban design. Therefore, the incorporation of jointly used parking structures shall be utilized as part of a general development concept.
 - (2) Required spaces. The spaces within the district shall be determined based on the schedule set forth in Chapter 1133 Off-street Parking and Loading Regulations. In order to foster more dense development, the use of parking structures is permitted.
- (d) Signs. The installation and maintenance of signage shall be done in accordance with Chapter 1129 Sign Regulations and the provisions of this Chapter. Additional regulations include the following:
 - (1) Pole signs are prohibited.

- (2) Wall and projecting signs are encouraged. Projecting signs may be up to ten (10) feet in height on one-story buildings and fifteen (15) feet in height on two (2) or more story buildings. Signs must not project further than five (5) feet from the part of the building the sign is affixed to. All projecting signs shall be placed so that the base of the sign is at least ten (10) feet above ground level, except when the projecting sign is located above a landscaped area or other area that does not permit pedestrian or vehicular traffic beneath the sign, in which case the sign must be placed so that the base of the sign is at least six (6) feet above ground level.
- (e) Landscaping. The installation and maintenance of landscaping materials shall be done in accordance with Chapter 1131 Landscape Requirements.
- (f) Sidewalks and Pedestrian Amenities. Pedestrian circulation shall be addressed with the use of sidewalks and other modes of internal connections. Each general development concept within this district, shall have a pedestrian amenities plan. The plan shall include the following:
 - (1) Interconnected pedestrian plan that allows for continuous access to all uses within the development area.
 - (2) Indication of surface materials being used, which shall include visually attractive and durable, low-maintenance surface materials such as pavers, brick, or concrete.
 - (3) Streetscape design features shall be incorporated, including decorative lighting, benches, landscape materials and shade trees, and other architectural features highlighted within the Master Plan.
 - (4) Design specifications for all pedestrian amenities. Perimeter paths and pedestrian walkways should be a minimum of six (6) feet wide. Interior paths and pedestrian walkways shall be a minimum of four (4) feet wide, except when along the frontage of a building or structure which encompasses the main entrance, in which case the walkway shall be six (6) feet in width.
- (g) Greenspace and Public Amenities. Areas of lawn, trees, and other vegetation or artistic architectural structures set apart for passive recreational use or aesthetic purposes must be provided as part of a general development concept.
 - (1) Requirements. A minimum of two thousand (2,000) square feet of public greenspace must be provided for every one (1) acre of development.
 - (2) Design. Creativity is strongly encouraged within greenspace areas.
 - (3) Location. Ten percent (10%) of the green space shall be adjacent to the water front in order to maintain public access to the water front.
- (h) Internal Streets and Vehicular Circulation. Internal streets shall be constructed with curbs to define the limits of the roadway. Internal streets shall be constructed in the same manner as specified by the Thoroughfare Plan: Neighborhood Link. Streets shall be laid out in a system designed to minimize pedestrian and vehicular conflicts and to promote the fluid flow of traffic.
- (i) Lighting. Lighting shall be installed using a combination of attractively designed fixtures of varying heights throughout the development, including along pedestrian ways, along streets, and within parking areas to provide a safe, secure, and aesthetically pleasing development. Lighting within the district shall be employed in such a manner as to prevent glare or direct light onto adjacent residential property.

- (j) Curb Cuts and Access Points. This district should be developed and planned with prioritization placed on pedestrian and bicycle traffic, with curb cuts and access points segregated as much as possible. (Ord. 2015-7. Passed 8-25-15.)

1127.10 VARIATIONS TO AN APPROVED GENERAL DEVELOPMENT CONCEPT.

(a) Minor Variations. Minor variations from an approved General Development Concept may be approved by the Planning Commission upon finding that the variations are generally in keeping with the spirit and concept of the approved General Development Concept, in accordance with the conditions required by the City Council in its approval, and in accordance with the requirements of this Chapter. For the purposes of this Section, a minor variation shall include:

- (1) Small, incidental alterations to the location or number of spaces in off-street, surface parking lots.
- (2) Small, incidental construction of accessory structures;
- (3) Incidental increases/decreases in the square footage of principal buildings. Any increase in the overall number of permitted dwelling units shall not be considered a minor variation;
- (4) Minor alterations in the placement of dwelling units within a phase of the overall project;
- (5) Minor design modifications that will have no discernible impact on neighboring properties, the public, or those intended to occupy or use the proposed development.

(b) Other than Minor Variations. All variations contained on a development plan that are not described in this chapter shall be reviewed by the Planning Commission. If the Planning Commission finds that such variations are generally in keeping with the spirit and concept of the approved General Development Concept, in accordance with any required conditions, and in accordance with the requirements of this Chapter and this Code, the Planning Commission shall approve such variations.

(c) If approval of any variations to a General Development Concept result in a necessary change to existing zoning or previously authorized development agreements, the Planning Commission must forward the revised General Development Concept and any relevant zoning amendments or revised development agreements to City Council for review and approval.

(d) Upon receiving a recommendation from the Planning Commission for approval of any zoning amendments or development agreements necessary for the proper execution of a revised General Development Concept, the City Council will review the General Development Concept. Any zoning amendments shall be done in accordance with procedures spelled out within section 1139.03 of the Huron Planning and Zoning Code. Any development agreements shall be authorized in the manner of a Resolution.

(e) Failure on the part of the Developer to conform to said plans included within the General Development Concept, and/or applicable Municipal requirements and/or the terms and conditions of the City's approval shall be grounds for action by the City.

(f) Amendments to a General Development Concept. Amendments to a General Development Concept, whether by the original applicant or subsequent applicants, shall be submitted and reviewed in accordance with procedures set forth in this Chapter regarding Conformity to Standards, General Development Concepts, and Procedures for Approval. (Ord. 2015-7. Passed 8-25-15.)

Appendix A - Permitted Uses

| Use | MU-RFD | MU-CD | MU-GD |
|--|--------|-------|-------|
| Residential and Lodging | | | |
| A. Single-family dwellings | NP | NP | NP |
| B. Townhouses, stacked or otherwise | P | P | P |
| C. Dwelling units on the first floor of a building | NP | NP | NP |
| D. Dwelling units above the first floor of a building | P | P | P |
| E. Hotel, 16 or fewer guest rooms | P | NP | P |
| F. Hotel, greater than 16 guest rooms | P | P | P |
| G. Bed and Breakfast | P | NP | NP |
| Office and Professional Services | | | |
| A. Administrative, business and/or professional office | P | P | P |
| B. Bank and other financial institutions (not payday loan centers) | P | P | P |
| C. Medical or Dental Office | NP | P | P |
| D. Medical, Dental or Health Services Clinic (Definition examples) | NP | P | P |
| E. Veterinary service clinics | NP | NP | NP |
| Retail, Entertainment and Services | | | |
| A. Retail establishments | P | P | P |
| B. Restaurant, indoor seating | p | P | P |
| C. Restaurant, outdoor seating | P | P | P |
| D. Drive-thru facility | NP | NP | NP |
| E. Bars and Taverns | P | P | P |
| F. Artisan studios, photography shops, and art galleries | P | P | P |
| G. Grocery Stores | NP | NP | NP |
| H. Anchor or box retail | NP | NP | P |
| I. Outdoor displays or sales | C | C | P |
| J. Service establishment, personal | P | P | P |
| K. Bakery | P | P | P |
| L. Farmers Market or open air market | P | C | C |
| M. Breweries, distilleries, wineries and associated tasting rooms | P | P | P |
| N. Strip center development | NP | NP | NP |

| Entertainment - Recreation | | | |
|--|---|----|----|
| A. School, specialty or personal instructor | P | P | P |
| B. Theater, indoor | P | P | P |
| C. Assembly hall, membership club, conference center | P | P | P |
| D. Public park or playground area | P | P | P |
| E. Accessory outdoor recreational facilities | P | NP | P |
| F. Bowling alleys | P | NP | P |
| Community and Civic Facilities/Other | | | |
| A. Places of worship/Church | P | P | NP |
| B. Library | P | P | NP |
| C. Cultural institution | P | P | NP |
| D. Governmental offices | P | P | NP |
| E. Parking surface area | P | P | P |
| F. Parking structure | P | P | P |

(Ord. 2015-7. Passed 8-25-15.)