

**CITY OF LORAIN  
BOARD OF CONTROL  
AGENDA  
APRIL 22, 2026 at 11:15 a.m.**

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

- a. A request to increase PO #2026-457 with CommonGoals Software that was previously approved at BOC 1/22/2026 Item G by \$80.00 for an amount not to exceed \$7,080.00. This is due to an increase in the maintenance and support fees charged by the company.
- b. A request from the Department of Public Property to upgrade lighting at various downtown Lorain parking areas to LED lighting. Materials will be purchased from Echo Electric SELY for the amount of \$5,471.71. This is a NOPEC project. Funding will be through 4010.C401.6300.5601 NOPEC account. Echo Electric holds the Sourcewell contract for these materials.
- c. An amended request from the Department of Public property, Parks Division, to increase the dollar amount for refurbishing of the basketball court at Lakeview Park South by New Era Surfacing from \$6,314.00 as approved by BOC on 4/15/26 to an amount not to exceed \$7,849.00, an increase of \$1,535.00. This is due to the addition of a custom logo in center court. Funding will be through account 1010.B200.6300.1500. Lions International and Lorain Lions Club are providing the funds for this project.
- d. A request from the Lorain Utilities Department for a purchase order in the amount of \$23,005.00 with sole source vendor, Waterworth, for continuous utility rate management software beginning April 23, 2026 through April 22, 2027 (12 month period). Funding GL Accounts 6020.P602.4000.6300.1500 Waterworks - Contractual Service and 6130.P613.4000.6300.1500 Water Pollution Control - Contractual Service.
- e. The Black River Plant requests approval to purchase specific parts necessary for the annual service of the SMX-S8 2-meter Andritz Sludge Filter Press. These parts and the annual service are essential for ensuring the proper operation of the press. The price of the purchase is \$10,172.31 including shipping from Andritz Separation Inc. All labor will be conducted by the Maintenance staff at the Black River WWTP. Funding will be sourced from the Facility Improvement #6130.P613.6310.6700.1500.
- f. The Black River WWTP is requesting approval to purchase an SC4500 Controller from Hach. The SC4500 provides continuous real-time monitoring of pH and LDO levels. Compliance with our NPDES permit requires 24/7 monitoring of both parameters. The total cost of the equipment is \$13,368.36, which includes shipping, accessories, and associated services. Hach is the sole source vendor for this equipment. Funding for this purchase will be allocated from the facility improvement portion of the budget 6130.P613.6310.6700.1500.

- g. A request to continue a professional services agreement with Jonathan J. Downes, Zashin & Rich Co., LPA for legal representation in the matter of an arbitration case involving the Lorain Police Department (Middlebrooks Arbitration) and other claims against the City of Lorain and its current and former employees in an amount not to exceed \$100,000.00. Funds to be paid from GL account 1010.V100.3110.6300.1500 Contractual Services. Approved by Lorain City Council on April 20, 2026.

3. **ADJOURNMENT**



**CITY OF LORAIN**

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**Board of Control**

**2. a.**

Meeting Date: 04/22/2026

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Subject:

A request to increase PO #2026-457 with CommonGoals Software that was previously approved at BOC 1/22/2026 Item G by \$80.00 for an amount not to exceed \$7,080.00. This is due to an increase in the maintenance and support fees charged by the company.

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**Attachments**

Request Form

BOC Minutes 1.22.2026

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# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.  
(Meeting location, day and time is subject to change with advanced notice)

**All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.**

**<<< Answer all of the following questions for each request submitted >>>**

1. Request Date:
2. Name of Department Submitting Request:
3. Summary of Report:
4. Name of Vendor:
5. Amount: \$
6. Number of account to be used for funding:
7. VENDOR DETAIL  
Sole Source Vendor - Yes      No      State Purchasing Vendor - Yes      No

List the names and the quote received from *at least* three vendors for the requested item;  
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 \_\_\_\_\_

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

Vendor #4 \_\_\_\_\_

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes      No
9. Is the amount requested due to a change order?    Yes      No
10. If necessary, has City Council approved and when? (Please provide Ordinance number) \_\_\_\_\_



# CITY OF LORAIN

## Board of Control

### Meeting of January 22, 2026

#### I. ROLL CALL

The Board of Control meeting was called to order at 11:18 a.m. by Mayor Bradley. In attendance were Mayor Jack Bradley, Safety/Service Director Rey Carrion, Mindy Stoyka, Veronica Newsome, Gwen Frey, Alex Berki, Tracey Ellan, Nicara Garcia, Emily Fekete, Ed Garcia, Andy Arocho, and Alonna Lopez.

#### II. MATTERS FOR DISCUSSION

**a. A request from the Department of Public Property, Parks Division, for sports turf needed at the Pipeyard and Campana Park softball field by Maumee Bay Turf, Inc for an amount not to exceed \$9,471.00. Funding will be through Campana Park Maintenance of Facilities, 1010.B200.4160.6400.2200.**

Discussion: Turf replacements for the pitching mounds. Turf will be kept on hand to replace areas of the softball fields and Pipeyard in need of repair if damaged. This cost includes the pellets that go in the turf. Lorain City Schools will be reimbursing the city for half the cost.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

**b. A request from the Engineering Department to award to the lowest and best bidder, RMH Concrete & Foundations, Inc., the Removal and Replacement of Deficient Sidewalks around Helen Steiner Rice and Southview schools in the City of Lorain PID 120211 in the amount of \$390,366.90 plus a contingency in the amount of \$39,036.69 for a certified contract amount of \$429,403.59. Bids were also received from DL Smith Concrete, LLC. in the amount of \$393,903.05; Terminal Ready-Mix, Inc. in the amount of \$396,076.75; Perk Co, Inc. in the amount of \$543,873.00; and Smith Paving & Excavating, Inc. in the amount of \$399,569.80.**

Discussion: This was approved by Lorain City Council via ordinance #7-26. There is no local match required as this project is 100% ODOT funded.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

**c. A request from the Lorain Utilities Department for a purchase order in the amount of \$92,179.00 with the Ohio Water Development Authority for the Pearl and Tacoma Pump Station Improvements OWDA Loan 11642 fee. Ordinance 110-25 was approved by city council on 9/2/25. Funding GL Account 6130.P613.6310.6300.1500 Plant Operations – Contractual Service.**

Discussion: This is the cost of the loan fee for this project. This was approved by Lorain City Council. The Ohio Water Development Authority is a sole source vendor.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

**d. A request from the Lorain Utilities Department for approval of a purchase order with Pro-Tech Systems Group in the amount of \$9,432.00 for the annual cellular data for 17 sites. Funding GL Account 6130.P613.6310.6300.1500 Contractual Service.**

Discussion: Cellular data is used at the pump stations, water towers, PQM plant, remote lift stations, etc. This is a sole source vendor and an annual purchase. If the service goes down the pump operator on shift goes out to inspect each site. The city has experienced less issues using cellular data than with landlines.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

**e. A request from the Building, Housing & Planning Department to renew annual contractual services with F & B Engineering, Inc. for commercial & residential plan reviews, back-up chief building official and inspector services as required by the State of Ohio Board of Building Standards for an amount not to exceed \$10,000.00. Funds will be appropriated from G/L Account #1010.S900.6300.1500 Building Inspection-Contractual Service.**

Discussion: Having a back-up CBO is required. This is a continuation of an already existing agreement. The purchase order is opened in the amount of \$10,000.00 and invoices are submitted as services are rendered throughout the year.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

**f. A request from the Building, Housing & Planning Department to renew annual contractual services with Mark S. Wagner, Inc. for commercial & residential plan reviews and back-up CBO and inspector services as required by the State of Ohio Board of Building Standards for an amount not to exceed \$10,000.00 Funds will be appropriated from G/L account 1010.S900.6300.1500 Building Inspection-Contractual Service.**

Discussion: Mark Wagner has worked with the city for a number of years.

Mayor Bradley abstained from this item.

Safety/Service Director Carrion made the motion to approve the request.

Roll Call: Safety/Service Director Carrion-aye. Motion carried unanimously.

**g. A request from the Building, Housing & Planning Department to renew the annual subscription with CommonGoals Software for the loan management software and support services used to manage loans held by the department for an amount not to exceed \$7,000.00. Funds will be appropriated from G/L account 2290.R225.7110.6300.1500 UDAG-Public Facility-Contractual Service.**

Discussion: This software is used to manage loans for the department. Loans are also submitted through the application portal in this software. This is an annual expense.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

**h. The Building, Housing and Planning Department (BHP) requests approval for an Essential Home Repair loan in the amount of \$11,247.00 to replace the roof and gutters at 3828 Dallas Ave. for Edward Ramos.**

**Happy Homes Improvements Co. LLC submitted the most complete and cost-effective estimate for the scope of work to be completed for \$10,225.00. The total funds requested, including a 10% contingency of \$1,022.00, is \$11,247.00.**

**Additional estimates received were from Eiffel Builders for \$16,800.00 and Moore Integrity for \$13,800.00. The additional estimate amounts do not include the 10% contingency.**

**The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.**

Discussion: This homeowner does qualify for the program. Happy Homes Improvements Co. LLC has been used by the city in the past for other projects. This is a roof and gutter replacement. The Chimney is in bad shape and will be capped to prevent further deterioration.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

**i. The Building, Housing and Planning Department (BHP) requests approval for an Essential Home Repair loan in the amount of \$11,277.00 to replace the porch at 304 W. 32nd St., for Patricia Blakely.**

**G.I.D. Construction submitted the most complete and cost-effective estimate for the scope of work to be completed for \$10,252.00. The total funds requested, including a 10% contingency of \$1,025.00, is \$11,277.00.**

**Additional estimates received were from R. Hammond Construction for \$12,500.00 and Melendez & Son for \$18,048.00. The additional estimate amounts do not include the 10% contingency.**

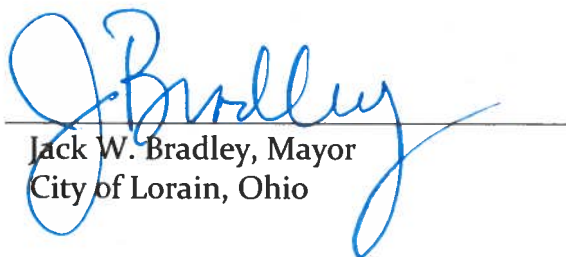
**The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.**

Discussion: The city has used G.I.D. Construction in the past for different projects.

Mayor Bradley made the motion to approve the request; Safety/Service Director Carrion seconded the motion.

Roll Call: Safety/Service Director Carrion-aye; Mayor Bradley-aye. Motion carried unanimously.

The Board of Control Meeting of January 22 adjourned at 11:40 a.m.

  
\_\_\_\_\_  
Jack W. Bradley, Mayor  
City of Lorain, Ohio

  
\_\_\_\_\_  
Alonna Lopez  
Secretary for Board of Control



ORDINANCE NO. 7-26

**AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH RMH CONCRETE & FOUNDATIONS, INC. FOR THE PARTIAL REMOVAL AND REPLACEMENT OF SIDEWALKS AROUND HELEN STEINER RICE AND SOUTHVIEW SCHOOLS IN THE CITY OF LORAIN.**

**WHEREAS**, this Council passed and adopted Resolution No. 26-23 thereby authorizing the Lorain Safety/Service Director to apply for, accept and enter into an agreement with the Ohio Department of Transportation (ODOT) for grant funding under the Safe Routes to School (SRTS) program; and,

**WHEREAS**, the City of Lorain was granted SRTS funding for improved pedestrian accommodations around schools in South Lorain; and,

**WHEREAS**, the City of Lorain Department of Engineering has completed the necessary engineering and construction planning and specifications for the road, as set forth in Exhibit A hereto; and,

**WHEREAS**, the City of Lorain has received a low bid in the amount of \$390,366.90 from RMH Concrete & Foundations, Inc.; and,

**WHEREAS**, the City of Lorain has secured Ohio Department of Transportation funding for one hundred percent (100%) of construction costs.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:**

**SECTION I:** That the Safety/Service Director, is hereby authorized to enter into a contract with RMH Concrete & Foundations, Inc. for the Partial Removal and Replacement of Sidewalks around Helen Steiner Rice and Southview schools in the City of Lorain for the bid amount. All work on the project shall be coordinated by the City of Lorain Department of Engineering in accordance with plans and specifications that will be on file in the office of the City of Lorain Engineer and subject to Board of Control approval, as required by law. This shall be awarded to the lowest and best bidder for the bid amount plus ten percent contingency.

**SECTION II:** That funding for the project has been secured from Ohio Department of Transportation funding. The project is not to exceed \$429,403.59, equivalent to the base bid of \$390,366.90 plus ten percent contingency. All costs associated with the Project shall be paid directly by the Ohio Department of Transportation. No City funds shall be used for the completion of the Project.

**SECTION III:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION IV:** That this Ordinance shall, after passage by Council and approval by the Mayor, take effect and be in force from and after the earliest period allowed by law.

PASSED: January 20, 2026

  
PRESIDENT OF COUNCIL - pro tempore

ATTEST: Breanna Deel CLERK OF COUNCIL

APPROVED: January 20, 2026

  
MAYOR



## CITY OF LORAIN

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### City Council Regular Meeting

7. g.

**Meeting Date:** 01/20/2026

**Submitted by:** Gwen Frey

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#### **AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:**

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH RMH CONCRETE & FOUNDATIONS, INC. FOR THE PARTIAL REMOVAL AND REPLACEMENT OF SIDEWALKS AROUND HELEN STEINER RICE AND SOUTHVIEW SCHOOLS IN THE CITY OF LORAIN.

#### **PURPOSE AND BACKGROUND:**

This Council passed and adopted Resolution No. 26-23 thereby authorizing the Lorain Safety/Service Director to apply for, accept and enter into an agreement with the Ohio Department of Transportation (ODOT) for grant funding under the Safe Routes to School (SRTS) program. The City of Lorain was granted SRTS funding for improved pedestrian accommodations around schools in South Lorain. The City of Lorain Department of Engineering has completed the necessary engineering and construction planning and specifications for the road, as set forth in Exhibit A hereto. The City of Lorain has received a low bid in the amount of \$390,366.90 from RMH Concrete & Foundations, Inc. The City of Lorain has secured Ohio Department of Transportation funding for one hundred percent (100%) of construction costs.

#### **RECOMMENDATION TO COUNCIL:**

Consideration and approval.

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#### **Fiscal Impact**

<b><u>Funds Available in Current Year Budget (Y/N):</u></b>	Y
<b><u>Estimated Total Expenditure:</u></b>	\$429,403.59
<b><u>List of Funding Source and/or Account Number:</u></b>	4010.C401
<b><u>Estimate of Incoming Revenue (fees, grants, etc.):</u></b>	\$429,403.59
<b><u>Financing Requirements (Bonds, Loans, Lease, etc.):</u></b>	

Work performed under the Safe Routes to School program is paid directly by ODOT to the contractor and engineering firm. There is no expense to the city.

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#### **Attachments**

Ordinance - SRTS 2026 Construction Agreement

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#### **Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Carrion	Gwen Frey	01/14/2026 03:04 PM
G. Frey (Originator)	Gwen Frey	01/14/2026 03:06 PM

Carrion  
 Mayor Bradley  
 Harper  
 P. Riley  
 Form Started By: Gwen Frey  
 Final Approval Date: 01/16/2026

Rey Carrion  
 Jack Bradley  
 Anita Harper  
 Michele Beko

01/15/2026 05:09 PM  
 01/15/2026 06:05 PM  
 01/16/2026 09:10 AM  
 01/16/2026 10:44 AM  
 Started On: 01/14/2026 10:30 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis	Absent		Arroyo		
Drwal	Absent		Bearer		
Kempton			Thornsberry		
Carter			Arredondo		



## CITY OF LORAIN

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### Board of Control

2. b.

Meeting Date: 04/22/2026

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#### Subject:

A request from the Department of Public Property to upgrade lighting at various downtown Lorain parking areas to LED lighting. Materials will be purchased from Echo Electric SELY for the amount of \$5,471.71. This is a NOPEC project. Funding will be through 4010.C401.6300.5601 NOPEC account. Echo Electric holds the Sourcewell contract for these materials.

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#### Attachments

quote  
BOC form  
Ordinance

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Remit to:  
PO BOX 7410658  
Chicago, IL 60674-5651



# Quotation

ECHO ELECTRIC SELY  
1190 EAST BROAD ST  
ELYRIA, OH 44035  
Phone  
Fax




EXPIRATION DATE	QUOTE NUMBER
04/08/2026	S011812364
ECHO ELECTRIC SELY 1190 EAST BROAD ST ELYRIA, OH 44035 Fax	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

CITY OF LORAIN  
2132 W PARK DR  
LORAIN, OH 44053

CITY OF LORAIN  
2132 W PARK DR  
LORAIN, OH 44053

CUSTOMER NUMBER	CUSTOMER PO NUMBER	ORDERED BY	SALESPERSON	
109790	downtown lighting	LESTER WICKER	HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JOHN VOLARCIK	BW BEST-WAY	Net Due 30 Days	04/13/2026	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
 38ea	SATC S23140 45W/LED/CCT/100-277V/E26  MFR Spec Sheet		53.260/ea	2023.88
 25ea	INTM EK4036S PHOTO CONTROL LED  MFR Spec Sheet		22.470/ea	561.75
 8ea	RAB A17-3T150SF AREALIGHT A17 TYPE 3 150W LED 120-277V SLIPFITTER BZ Item is subject to NS return policy MFR Spec Sheet		258.210/ea	2065.68
10ea	CAND LEDINTA0530C280DO 150W LED DRIVER CONSTANT CURRENT CC 120V-277VAC-IN 120V-280VDC-OUT 530mA 165W MAX DIMMABLE 0-10V OUTDOOR RATED IP66 8.38"L 2.35"W 1.47H 2.8 LBS ** plus freight ** MFR Spec Sheet		82.040/ea	820.40

### This is a Quotation.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: <https://www.echoelectric.com/about/terms>. Additional or conflicting terms are rejected, void, and of no force or effect. Tax is not included unless stated.

Subtotal	5471.71
S&H Charges	0.00
Amount Due	5471.71



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.  
(Meeting location, day and time is subject to change with advanced notice)

**All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.**

**<<< Answer all of the following questions for each request submitted >>>**

1. Request Date: 4/16/2026

2. Name of Department Submitting Request: Public Property

3. Summary of Report:

A request from the Department of Public Property to upgrade lighting at various downtown Lorain parking areas to LED lighting. Materials will be purchased from Echo Electric SELY for the amount of \$5,471.71. This is a NOPEC project. Funding will be through 4010.C401.6300.5601 NOPEC account.

4. Name of Vendor: Echo Electric SELY

5. Amount: \$5,471.71

6. Number of account to be used for funding: 4010.C401.6300.5601

7. VENDOR DETAIL

Sole Source Vendor - No

State Purchasing Vendor - Yes

List the names and the quote received from *at least* three vendors for the requested item;  
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Echo Electric SELY \$5,471.71

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

Vendor #4 \_\_\_\_\_

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes

9. Is the amount requested due to a change order? No

10. If necessary, has City Council approved and when? ORD 22-26 3/17/26

ORDINANCE NO. 22-26

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF LORAIN (THE "CITY") TO ACCEPT THE 2026 NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT.**

WHEREAS, the City of Lorain, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") for gas aggregation making us eligible for a 2026 NOPEC Energized Community Grant ("NEC Grant") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the 2026 NOPEC Energized Community Grant awarded by NOPEC, Inc. to benefit the City of Lorain community is for the amount of \$30,210.00 and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LORAIN, STATE OF OHIO:**

**SECTION I:** The Mayor and Lorain City Council hereby find and determine that it is in the best interest of the City to accept the 2026 NEC Grant award of \$30,210.00 and hereby authorizes the Mayor to execute the Grant Agreement with NOPEC, Inc. Funds are hereby appropriated from account 4010.C401.6300.5601 for said purpose.

**SECTION II:** City of Lorain currently utilizes NOPEC for gas aggregation.

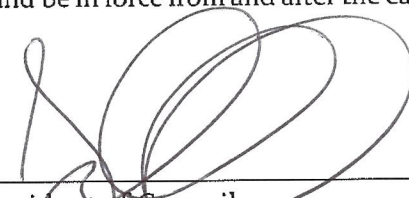
**SECTION III:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

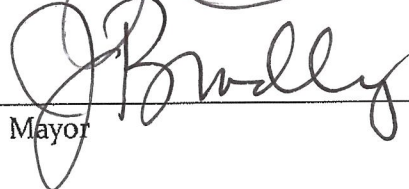
**SECTION III:** That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: February 16, 2026

ATTEST: Maggie Patton, Deputy Clerk

APPROVED: February 17, 2026

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

**From:** NOPEC Grants <[grants@nopecinc.org](mailto:grants@nopecinc.org)>  
**Sent:** Tuesday, January 27, 2026 10:37:36 AM  
**To:** Bradley, Jack <[Jack\\_Bradley@cityoflorain.org](mailto:Jack_Bradley@cityoflorain.org)>  
**Cc:** Koziura, Joseph <[Joe\\_Koziura@cityoflorain.org](mailto:Joe_Koziura@cityoflorain.org)>; Kyla Presto <[kpresto@nopec.org](mailto:kpresto@nopec.org)>  
**Subject:** 2026 NEC Grant Award Details

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Good morning,

Congratulations! The City of Lorain has been awarded a NOPEC Energized Community (NEC) Grant in the amount of \$30210 for 2026. The NEC Grant website will be available to you starting Monday February 2, 2026.

The 2026 NEC Grant process utilizes a grant website that you may have used over the past few years. If you have previously created a sign on, you will not need to make a new one.

If you are new to the NEC Grant program, please contact me so we can set up a call to walk through the process.

**Important Dates & Deadlines:**

1. **June 30, 2026: Deadline to complete your online profile accepting the 2026 NEC Grant Award**
  - a. To accept the 2026 NEC Grant award, please complete the community profile at [www.nopecgrants.org](http://www.nopecgrants.org). This includes your designated grant representative uploading legislation accepting the funding and an executed 2026 NEC Grant Agreement. These documents and other helpful handouts can be found in the NEC Grant website and attached to this email.
  
2. **November 30, 2026: Deadline to submit disbursements for 2024 NEC Grant Balances & the last day to submit any disbursements before our system shuts down for annual updates**

Contact me at [grants@nopecinc.org](mailto:grants@nopecinc.org) for additional help or information. I look forward to working with you!

Sincerely,  
Jessica

Jessica Renner, MPA, OhioCED  
Director of Economic Development and Community Investment  
440-249-7072  
[www.nopec.org](http://www.nopec.org) | [Facebook](#) | [LinkedIn](#)



# CITY OF LORAIN

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## City Council Regular Meeting

7. c.

**Meeting Date:** 02/16/2026

**Submitted by:** Linda OConnor

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### **AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF LORAIN ("THE CITY") TO ACCEPT THE 2026 NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT.

### **PURPOSE AND BACKGROUND:**

It is in the best interest of the City of Lorain to accept the 2026 NOPEC Energized Community Grant to fund projects which will benefit the City of Lorain Community.

### **RECOMMENDATION TO COUNCIL:**

We recommend Council consider passage of this ordinance.

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### **Fiscal Impact**

**Funds Available in Current Year Budget (Y/N):** Y  
**Estimated Total Expenditure:** 30,210.00  
**List of Funding Source and/or Account Number:** 4010.C401.6300.5601  
**Estimate of Incoming Revenue (fees, grants, etc.):** 30,210.00  
**Financing Requirements (Bonds, Loans, Lease, etc.):**

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### **Attachments**

ordinance

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### **Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Garcia	Lori Garcia	02/12/2026 11:49 AM
Carrion	Rey Carrion	02/12/2026 02:45 PM
Mayor Bradley	Jack Bradley	02/12/2026 03:31 PM
Harper	Anita Harper	02/12/2026 04:06 PM
P. Riley	Michele Beko	02/12/2026 04:07 PM
Form Started By: Linda OConnor		Started On: 02/10/2026 09:54 AM
Final Approval Date: 02/12/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		



**CITY OF LORAIN**

---

**Board of Control**

2. c.

Meeting Date: 04/22/2026

---

**Subject:**

An amended request from the Department of Public property, Parks Division, to increase the dollar amount for refurbishing of the basketball court at Lakeview Park South by New Era Surfacing from \$6,314.00 as approved by BOC on 4/15/26 to an amount not to exceed \$7,849.00, an increase of \$1,535.00. This is due to the addition of a custom logo in center court. Funding will be through account 1010.B200.6300.1500. Lions International and Lorain Lions Club are providing the funds for this project.

---

**Attachments**

quote  
BOC form  
Ordinance

---



# New Era Surfacing

1744 Vesta Road | Wakeman, Ohio 44889  
(567) 403-8939 | marc@newerasurfacing.com | www.newerasurfacing.com

**RECIPIENT:**

**City of Lorain Department of Public Property**

2132 West Park Drive  
Lorain, Ohio 44053

**SERVICE ADDRESS:**

2132 West Park Drive  
Lorain, Ohio 44053

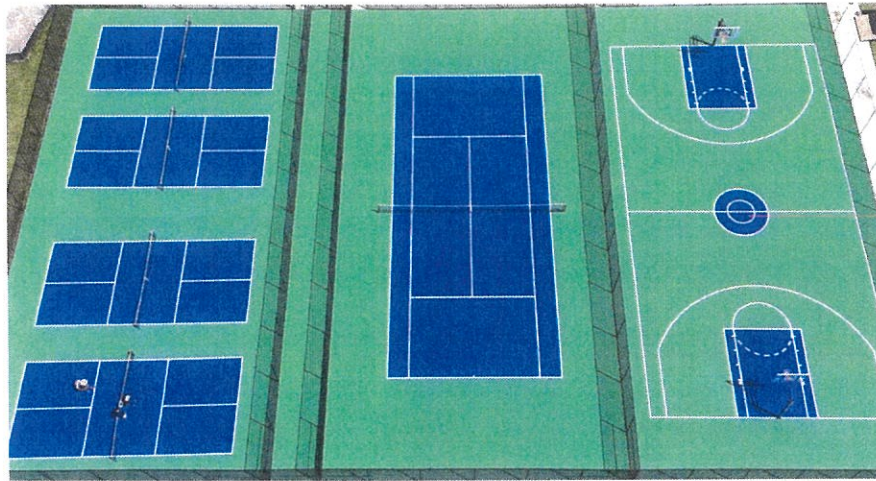
**Quote #331**

Sent on Apr 17, 2026

PROJECT NAME Lakeview South Basketball Court

PROJECT LOCATION 1800 W Erie Ave, Lorain, OH 44052

**Total \$7,849.00**



**SPORTMASTER ColorPlus™ System**

Introducing our 100% Acrylic Sport Surfacing System, designed for Tennis, Basketball, and Multipurpose Court Surfaces. This system is ideal for application on Asphalt, Concrete, and existing acrylic surfaces.



# New Era Surfacing

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 (567) 403-8939 | marc@newerasurfacing.com | www.newerasurfacing.com

Product/Service	Description	Qty.	Unit Price	Total
Materials for the SportMaster ColorPlus Acrylic Coating	<p>Please provide all materials necessary for the installation of a complete SportMaster ColorPlus acrylic sports surfacing system, which includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>- SportMaster Acrylic Resurfacer (as required for base preparation)</li> <li>- SportMaster ColorPlus textured acrylic color system</li> <li>- Approved silica sand/aggregate in accordance with the manufacturer's mix design</li> <li>- Line primer/sealer to enhance adhesion of athletic striping</li> <li>- High-quality athletic line paint that is compatible with the SportMaster acrylic system</li> <li>- Crack repair materials (if specified)</li> <li>- All incidental materials, including fillers, masking tape, plastic protection, mixing supplies, and application materials</li> </ul> <p>All materials must be installed in strict accordance with SportMaster manufacturer specifications. This includes adherence to proper mix ratios, sand loading, dilution rates, and recommended coverage rates to ensure appropriate film thickness, texture, color consistency, durability, and playability. All products should be new and applied according to manufacturer guidelines.</p>	4100	\$0.99195	\$4,067.00



# New Era Surfacing

1744 Vesta Road | Wakeman, Ohio 44889  
 (567) 403-8939 | marc@newerasurfacing.com | www.newerasurfacing.com

Product/Service	Description	Qty.	Unit Price	Total
Labor for the SportMaster ColorPlus Acrylic Coating	<p>We will provide all necessary labor, supervision, and equipment to:</p> <ul style="list-style-type: none"> <li>- Mechanically clean and prepare the existing surface to receive acrylic coatings.</li> <li>- Mix and apply SportMaster Acrylic Resurfacer as required.</li> <li>- Install multiple coats of the SportMaster ColorPlus textured acrylic system in accordance with manufacturer specifications.</li> <li>- Ensure uniform texture, consistent color, and proper film build.</li> <li>- Accurately measure and layout all required game lines per NFHS, USTA, or project-specific standards.</li> <li>- Apply line primer to all striping areas to ensure proper adhesion.</li> <li>- Apply athletic line paint using professional striping equipment to achieve straight, sharp, and regulation-compliant lines.</li> </ul> <p>All installation will be conducted by experienced sports surfacing technicians, adhering to industry standards and manufacturer application guidelines to ensure long-term performance and durability.</p>	4100	\$0.77	\$3,157.00
LOGO	<p>We will supply the stencil and paint for the attached logo, which will measure approximately 4' x 4'. This logo will be positioned in the center circle of the court.</p>	1	\$625.00	\$625.00
			<b>Total</b>	<b>\$7,849.00</b>

A deposit of \$3,924.50 will be required to begin.









# New Era Surfacing

1744 Vesta Road | Wakeman, Ohio 44889  
(567) 403-8939 | marc@newerasurfacing.com | www.newerasurfacing.com

## Attachments

View online <https://l.ibbr.io/bDd1zhZ>

-  concrete\_joints\_2.21.16.pdf
-  cracking\_of\_asphalt\_tennis\_c.pdf
-  newly\_coated\_courts,\_rev\_202.pdf
-  pinholes\_position\_paper,\_rev.pdf
-  rust\_spots,\_rev\_2023.pdf
-  squeegee\_marks,\_rev\_2023.pdf

The quoted price encompasses the leveling of depressions measuring 1/8 inch and deeper, employing patch binder in strict adherence to the manufacturer's specifications. This estimate applies to a maximum area of 100 square feet; any additional leveling needed will result in an extra charge of \$15.00 per square foot.

### \*\*TERMS AND CONDITIONS\*\*

This estimate is valid for a period of 14 days.

By accepting the terms outlined in this estimate, New Era Surfacing agrees to perform the services specified in this document. Any additional work not included in this estimate will incur extra charges.

The client is responsible for all applicable federal, state, and local taxes associated with the transaction as detailed in this estimate. No tax exemptions will be acknowledged unless a valid tax exemption certificate is presented.

A material deposit is required upfront. The remaining balance is due upon receipt of the final invoice, which will be issued to the client within 7 days following the completion of the project. Acceptable payment methods include cash, check, and electronic payment. Late payments will incur a 2% late charge, which will be applied every 30 days that an invoice remains unpaid.

The price includes one mobilization fee; any additional mobilizations not attributable to New Era Surfacing will incur a fee of \$5,000.00.

Please note that the price does not cover independent testing.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.  
(Meeting location, day and time is subject to change with advanced notice)

**All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.**

**<<< Answer all of the following questions for each request submitted >>>**

- 1. Request Date: 4/17/2026
- 2. Name of Department Submitting Request: Public Property, Parks Division

**3. Summary of Report:**

An amended request from the Department of Public Property, Parks Division, to increase the dollar amount for refurbishing the basketball court at Lakeview Park South by New Era for an amount not to exceed \$7,849.00 . Funding will be through account 1010.B200.6300.1500. New Era has provided court surfacing for our tennis/pickleball courts and is the vendor able to provide and apply this same surfacing. The increase is due to the addition of a custom "Lorain Lions Club" logo in the center of the court. Lorain lions and Lions International are providing all of the funds for the project.

- 4. Name of Vendor: New Era Surfacing
- 5. Amount: \$7,849.00
- 6. Number of account to be used for funding: 1010.B200.6300.1500

**7. VENDOR DETAIL**

Sole Source Vendor - Yes                      State Purchasing Vendor - No

List the names and the quote received from *at least* three vendors for the requested item;  
Or, if bids were submitted, use this area to list vendor names and bid amounts.

- Vendor #1 New Era Surfacing \$7,849.00
- Vendor #2 \_\_\_\_\_
- Vendor #3 \_\_\_\_\_
- Vendor #4 \_\_\_\_\_

- 8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? No



**BOARD OF CONTROL  
REQUEST FORM**

10. If necessary, has City Council approved and when? Ord 173-25

ORDINANCE NO. 173-25

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ACCEPT THE DONATION OF TWENTY THOUSAND DOLLARS (\$20,000.00) FROM LORAIN LIONS CLUB FOR BASKETBALL COURT REFURBISHING AT LAKEVIEW PARK SOUTH.

WHEREAS, Lions Club International Foundation has granted \$15,000.00 to Lorain Lions Club to partially fund the refurbishment of the existing basketball court at Lakeview Park South; and

WHEREAS, Lorain Lions Club desires to donate an additional \$5,000.00 for refurbishment of said court; and

WHEREAS, Lorain Lions Club desires to donate a total amount of \$20,000.00 for complete refurbishing of the existing basketball court at Lakeview Park South , and the City of Lorain wishes to accept said donation; and

WHEREAS, the City of Lorain, through its Safety/Service Director is hereby authorized to accept the donation of \$20,000.00 for basketball court refurbishing at Lakeview Park South; and

WHEREAS, the City of Lorain desires to express its deepest appreciation for the generous donation from Lorain Lions Club for basketball court refurbishing at Lakeview Park South in the City of Lorain.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF LORAIN, STATE OF OHIO:

SECTION I That the Safety/Service Director is hereby authorized to accept the donation of twenty thousand dollars from Lorain Lions Club for refurbishing of the basketball court at Lakeview Park South. Funding will be through Parks Contractual Services account 1010.B200.6300.1500 for said purpose.

SECTION II That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

SECTION III Except as otherwise provided herein, this ordinance shall be in force and take effect after the earliest period allowed by law.

PASSED: November 17, 2025 Mary Spruzinski  
PRESIDENT OF COUNCIL - pro tempore

ATTEST: Breanna Dill, CLERK

APPROVED: November 17, 2025 J Bradley  
MAYOR



**CITY OF LORAIN**

**City Council Regular Meeting**

**10. b.**

**Meeting Date:** 11/17/2025

**Submitted by:** Linda OConnor

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**AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE**

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ACCEPT THE DONATION OF TWENTY THOUSAND DOLLARS (\$20,000.00) FROM LORAIN LIONS CLUB FOR BASKETBALL COURT REFURBISHING AT LAKEVIEW PARK SOUTH.

**PURPOSE AND BACKGROUND**

Lorain Lions Club has received a grant from Lions Club International Foundation and will add to the grant funds with Lorain Lions Club funds to complete the refurbishment of the existing basketball court at Lakeview Park South. The existing basketball court is in disrepair, and the current hoop systems need to be replaced. Additionally, seating is needed at the court. The donation from Lorain Lions Club will address all these needs.

**RECOMMENDATION TO COUNCIL:**

We recommend Council consider passage of this ordinance.

**Admin Only**

\_\_\_ Ord. auth the S/S Director to accept the donation of \$20,000 from Lorain Lions Club for basketball court refurbishing at Lakeview Park.

---

**Attachments**

ordinance

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Garcia	Lori Garcia	11/12/2025 01:19 PM
Carrion	Rey Carrion	11/12/2025 03:53 PM
Mayor Bradley	Jack Bradley	11/12/2025 05:36 PM
P. Riley	Michele Beko	11/13/2025 10:19 AM
Form Started By: Linda OConnor		Started On: 11/10/2025 09:21 AM
Final Approval Date: 11/13/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski	✓		Nutt	Absent	
Dimacchia	Absent		Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		



## CITY OF LORAIN

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### Board of Control

2. d.

Meeting Date: 04/22/2026

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#### Subject:

A request from the Lorain Utilities Department for a purchase order in the amount of \$23,005.00 with sole source vendor, Waterworth, for continuous utility rate management software beginning April 23, 2026 through April 22, 2027 (12 month period). Funding GL Accounts 6020.P602.4000.6300.1500 Waterworks - Contractual Service and 6130.P613.4000.6300.1500 Water Pollution Control - Contractual Service.

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#### Attachments

BOC - Utilities - Continuous Utility Rate Management - Waterworth  
Lorain, OH - Waterworth Proposal Review (Cost of Service Option)  
Waterworth Resources - Slide Deck  
Invoice -Waterworth

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> floor conference room.  
(Meeting day and time is subject to change with advanced notice)

**All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.**

**<<< Answer all of the following questions for each request submitted >>>**

1. Request Date: 4/13/26

2. Name of Department Submitting Request: Lorain Utilities Department

3. Summary of Report: A request from the Lorain Utilities Department for a purchase order in the amount of \$23,005.00 with sole source vendor, Waterworth, for continuous utility rate management software beginning April 23, 2026 through April 22, 2027 (12 month period). Funding GL Accounts 6020.P602.4000.6300.1500 Waterworks - Contractual Service and 6130.P613.4000.6300.1500 Water Pollution Control - Contractual Service.

4. Name of Vendor: Waterworth

5. Amount: \$23,005.00

6. Number of account to be used for funding: 6020.P602.4000.6300.1500 and 6130.P613.4000.6300.1500

### 7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;  
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 \_\_\_\_\_

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

Vendor #4 \_\_\_\_\_

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes

9. Is the amount requested due to a change order? Yes / **No**



**BOARD OF CONTROL  
REQUEST FORM**

10. If necessary, has City Council approved and when? \_\_\_\_\_



**WATERWORTH™**

# Continuous Utility Rate Management

## **Lorain, OH**

Matt Katsumata

[mattk@waterworth.net](mailto:mattk@waterworth.net)

253-260-4450

Date: 09/02/2025



**LORAIN** *Ohio*



# OUR MISSION

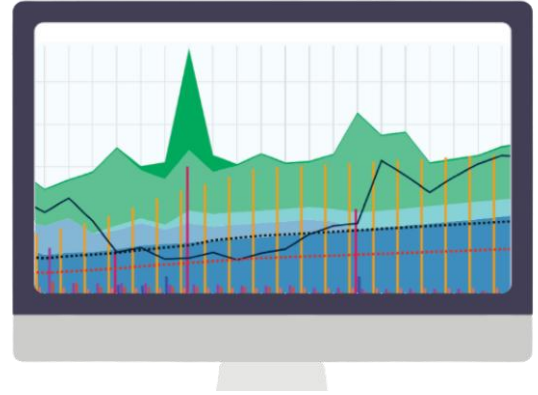
Empowering financially sustainable local government services and winning back the public trust.



## KEY FEATURES

### LONG-TERM FINANCIAL MODEL

Develop a full-cost recovery model to understand long-term revenue requirements. Integrate CIP, Master Plans, and future capital reinvestment budgeting along with debt service scenarios, cash reserve policies, and tie it all back to a rate schedule.



### ASSET REPLACEMENT SCHEDULE

Leverage your GIS data to produce a long-term asset replacement schedule to understand the cost of sustainable ownership, and benchmark how much to invest annually in capital renewal to avoid emergencies and preserve intergenerational equity.

### COST OF SERVICE ANALYSIS

Review historical demand patterns and work towards a true cost-of-service model for each customer category including wholesale customers. Explore cost reallocation scenarios to see how you can make rates more equitable.

### RATE DESIGN

Onboard billing data, analyze your current rate structure, easily model new rate structure options and immediately visualize the billing impacts of various options – what the changes will mean for revenues and affordability for residents.

### SCENARIO EXPLORATION

Perhaps one of the most powerful features is the ability to quickly create and manage scenarios, compare them visually using 3 comparative modes (difference, side-by-side, overlay) and combine scenarios from different service areas into one complete organization-wide model.



# ANNUAL SUBSCRIPTION

(Including All Key Features)

Item	Description	Unit Price	Cumulative Price
1 <sup>st</sup> Service Area	Software Access to Wastewater Service Area Unlimited Support and Advising for Wastewater	\$12,730	\$12,730
2 <sup>nd</sup> Service Area	Software Access to Water Service Area Unlimited Support and Advising for Water	\$10,275	\$23,005
<b>Total USD</b>			<b>\$23,005</b>

## Included:

- Implementation
- Unlimited User Licenses
- Unlimited Support and Advising
- Training
- Workshop Facilitation
- Presentation
- Assistance with: Data Onboarding, Data Analysis, Scenario Exploration



Subscription effective date is on the day of the Getting Started Meeting when user sign-in accounts are created. Renewal invoices will be sent 60 days before the anniversary of the effective date. Prices set to increase by 5% per year.

# MUNI WORTH



Waterworth's sister solution, **Muniworth** brings the same analytical and financial planning power to all of your publicly funded services.

Muniworth is an easy-to-use cloud-based analytics platform that uses data visualization to make analysis, planning and communication about funding key infrastructure easier for everyone to understand and talk about.

Along with experienced advising and professional support, Muniworth makes your job easier.

- Easily communicate city-wide capital needs
- Develop a comprehensive financial plan
- View aggregated analysis across departments and entire organization
- Visualize data consistently
- Ensure sufficient funding for all services

**Service areas include:** Streets, Facilities, Fleet, Parking, Landfill, Solid Waste, Recycling, Public Safety, Fire, Airport, Marina, and many more, in additional to General Fund.



Anthony Theodorou, Engineer  
KLJ Engineering



"We're figuring out how to overlap these things, to see when water and sewer projects are coming up... and how they'll line up with our road projects. In Muniworth, you can jump in and out of those different utilities."



## SOLE SOURCE

Waterworth is a unique and specialized solution with no comparable alternative. No customer has ever had to procure Waterworth through an RFP process.

### Sole Source Qualifying Factors

1. Unique & Proprietary Technology
2. Highly Specialized Purpose-Built
3. Compatibility with Existing Systems
4. Quick Implementation & Training
5. Professional Advice & Coaching

Based on the Sole Source Requirements outlined by the National Association of State Procurement Officials (NASPO), the Single/Sole Source Procurement our clients have referenced when subscribing to Waterworth.

Sole Source Documentation available upon request:



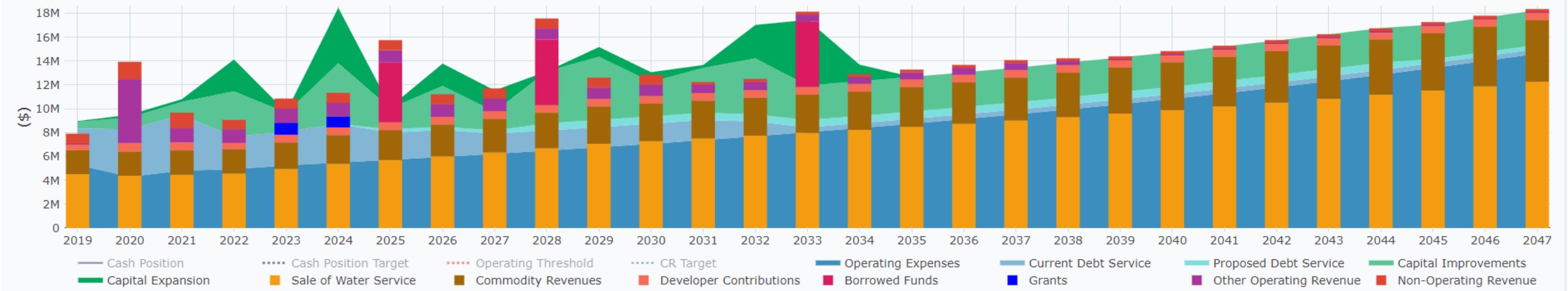
- Template memo to council/board that you can edit
- Detailed documentation describing what is unique and specialized about Waterworth in support of sole sourcing

# Long Term Financial Model

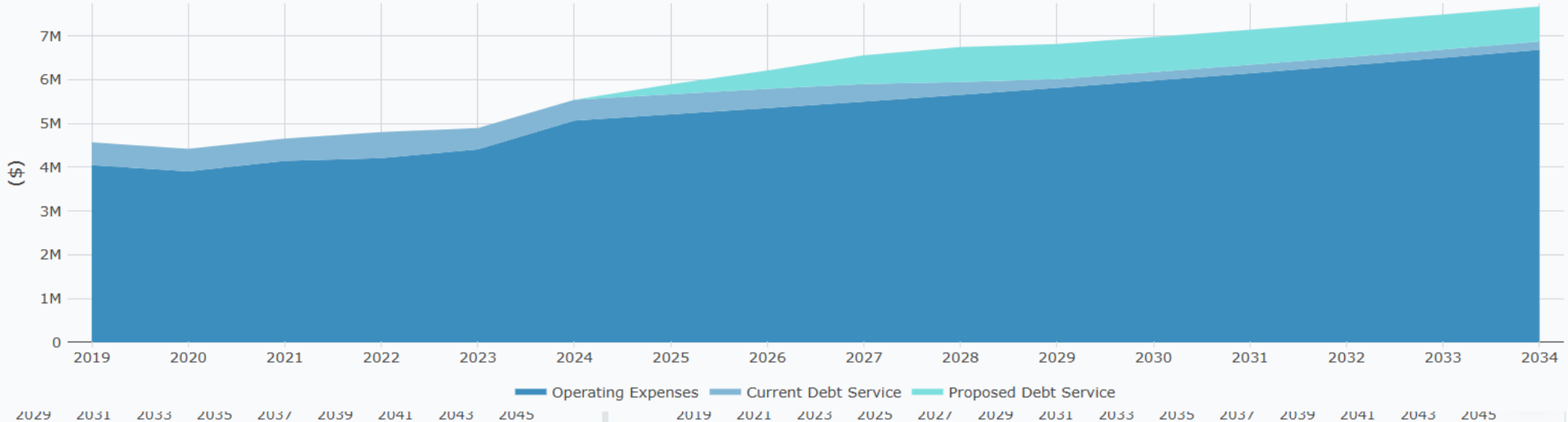
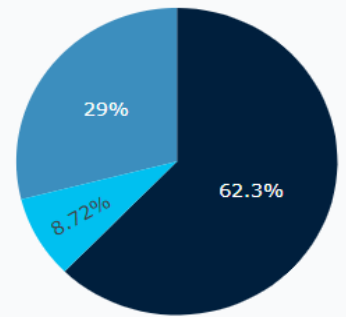


Full

Financial Model - Eastown Baseline Demo (Fix/Var)

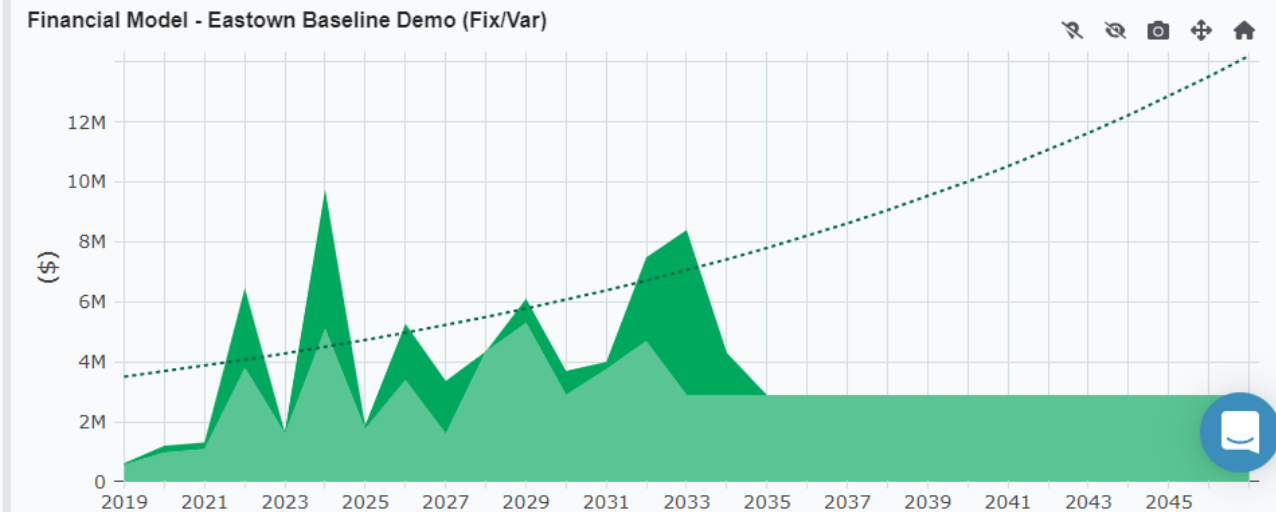
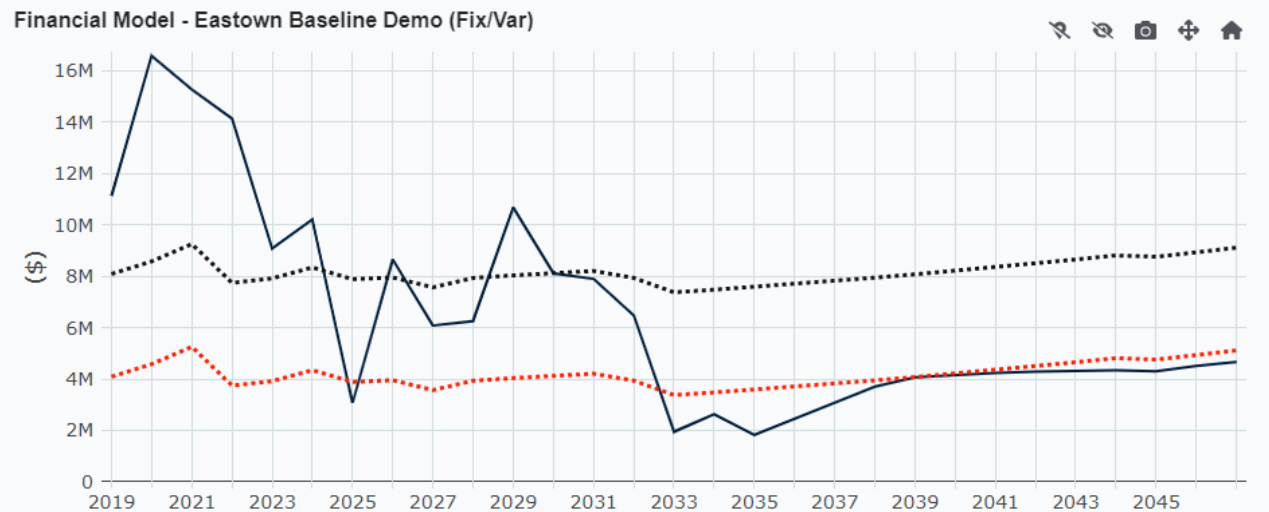
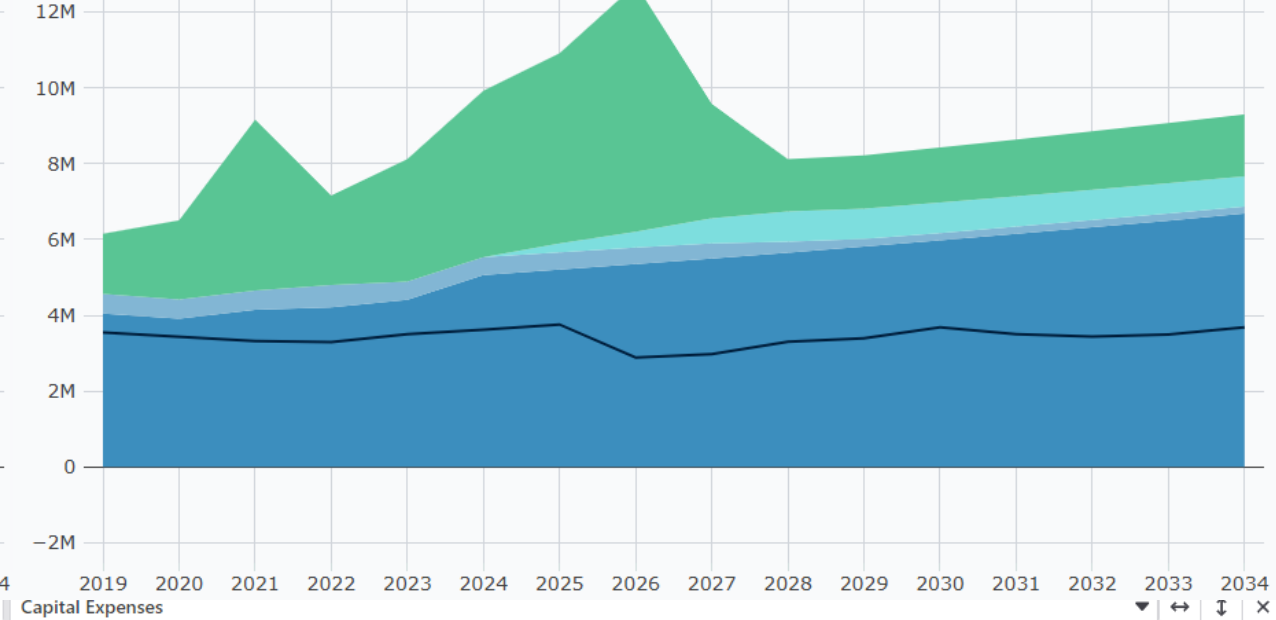
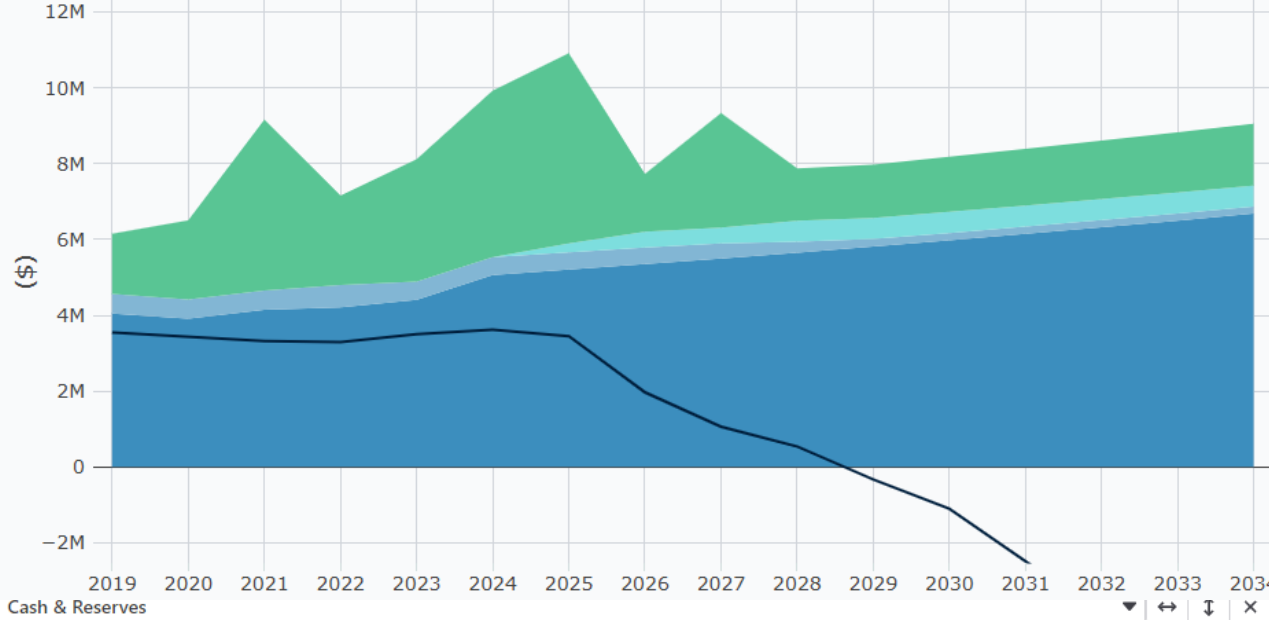


Group Summary Type 2022 Fiscal Year

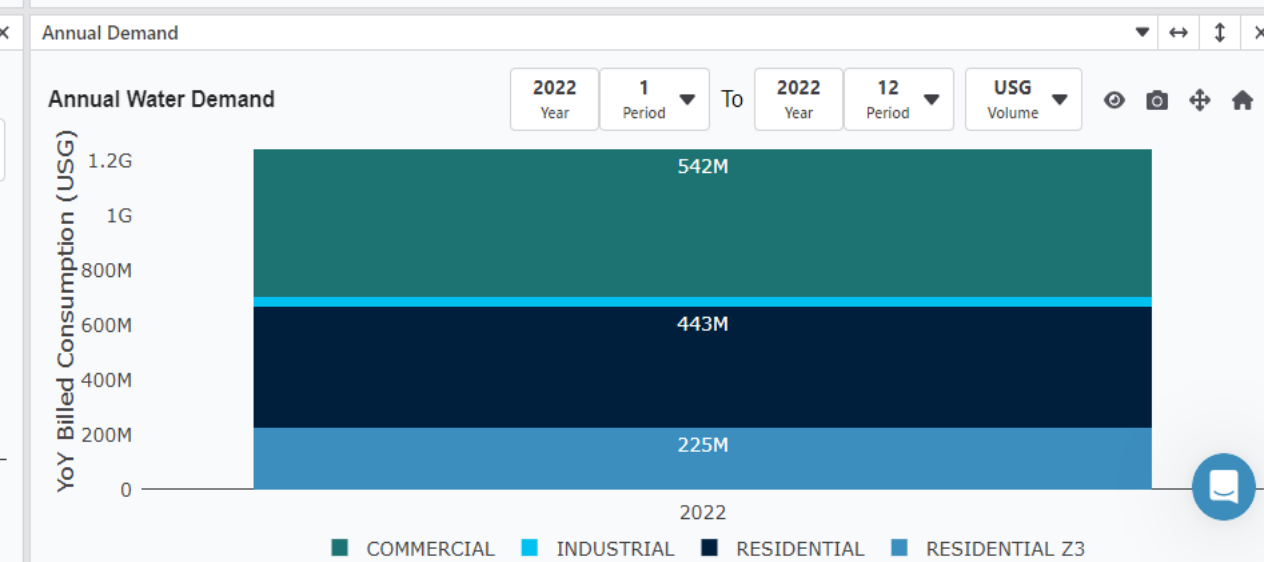
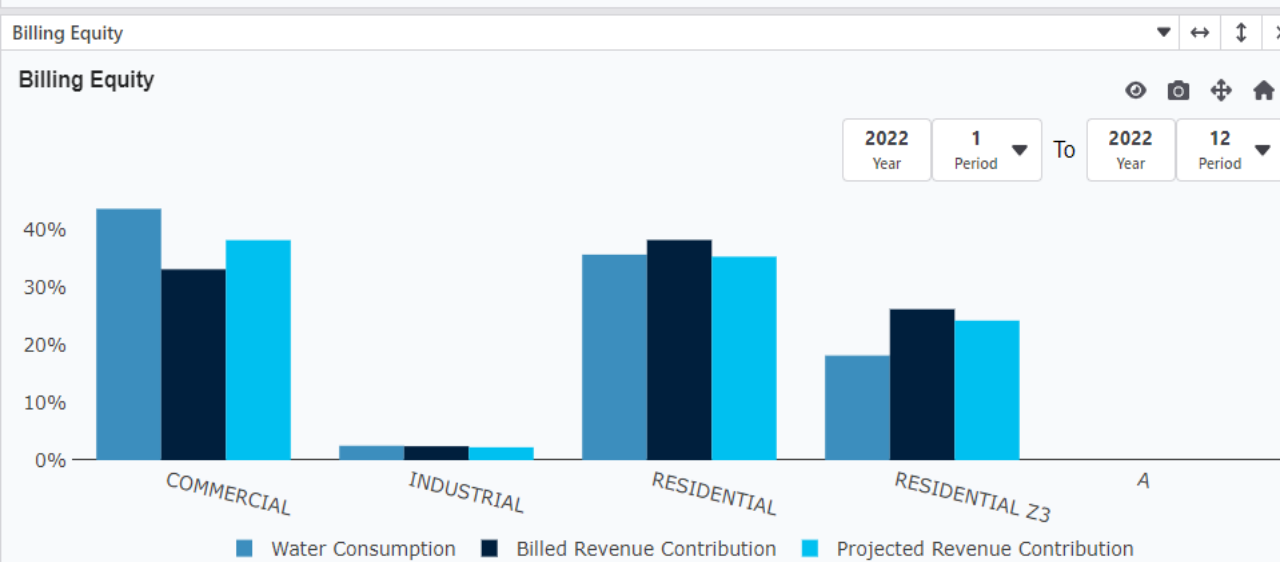
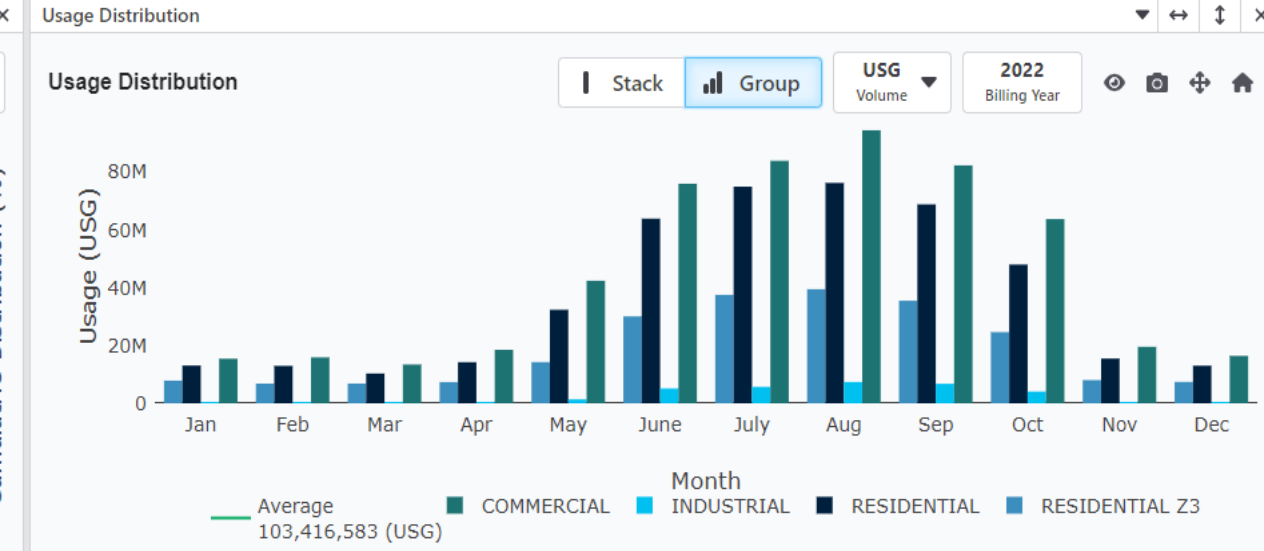
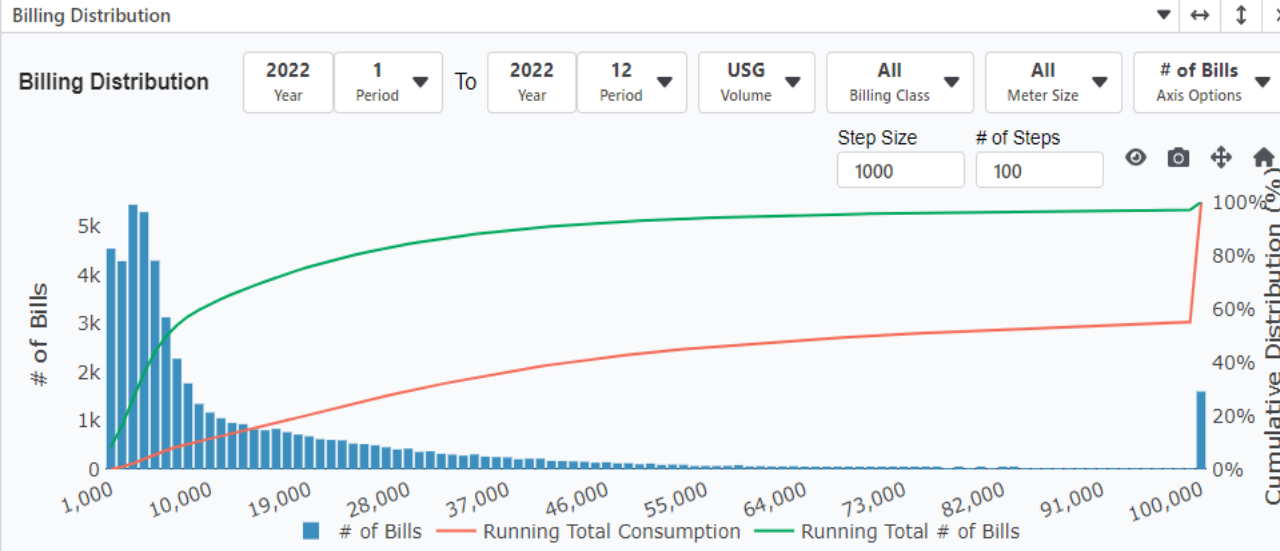


# Capital Planning & Reinvestment

Financial Models: Baseline Model, Baseline Model Copy - Water Project



# Utility Rate Design

+ New Layout
Open
Save Layout
Rate Impact Analysis
Scratch Pad
Presentation
Save Template


# Asset Replacement Schedule



WATERWORTH™



WATERWORTH™

Eastown Baseline Demo (Fix/Var) Scenario

Notes

Eastown Organization

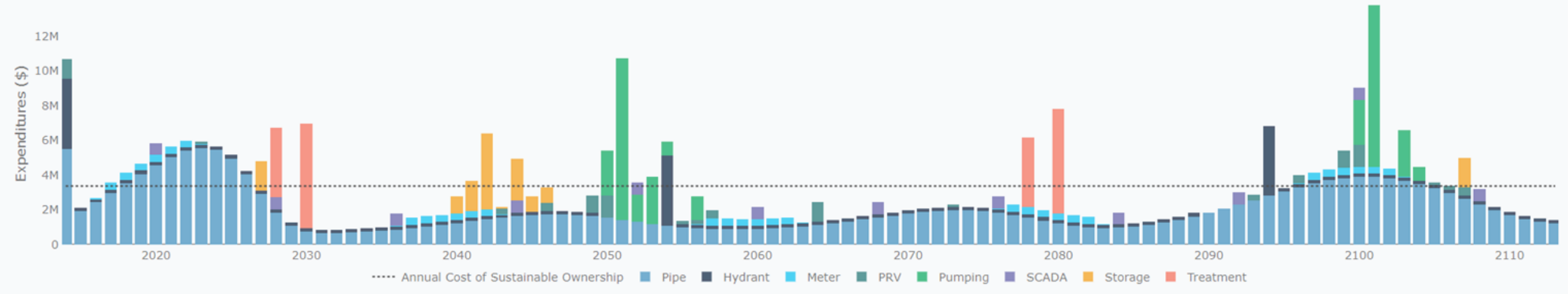
Eastown Water Water



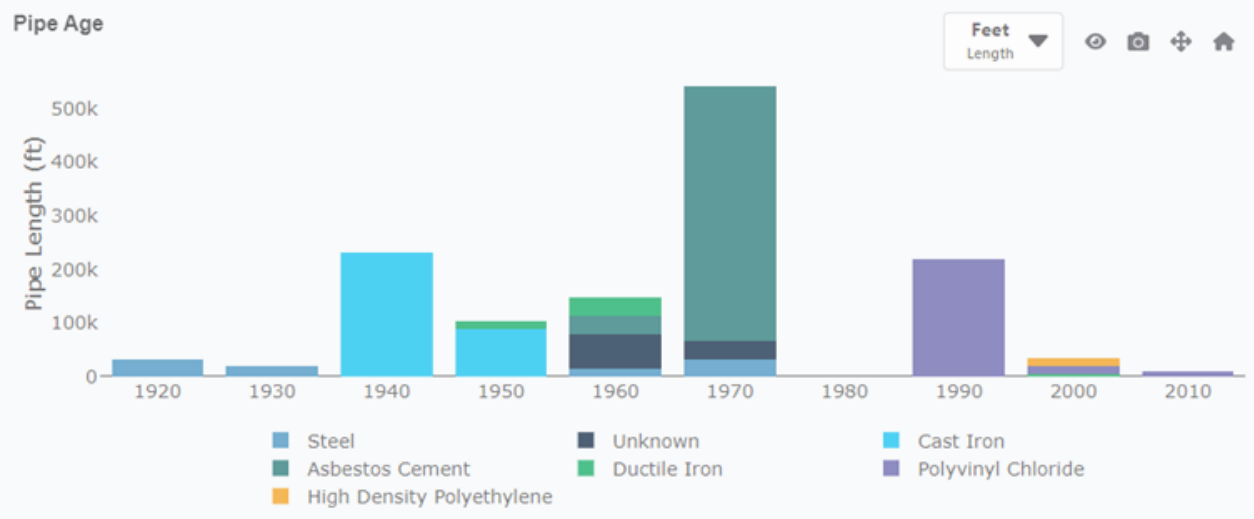
+ New Layout Open Save Layout New Layout Scratch Pad Presentation Save Template

Replacement Schedule

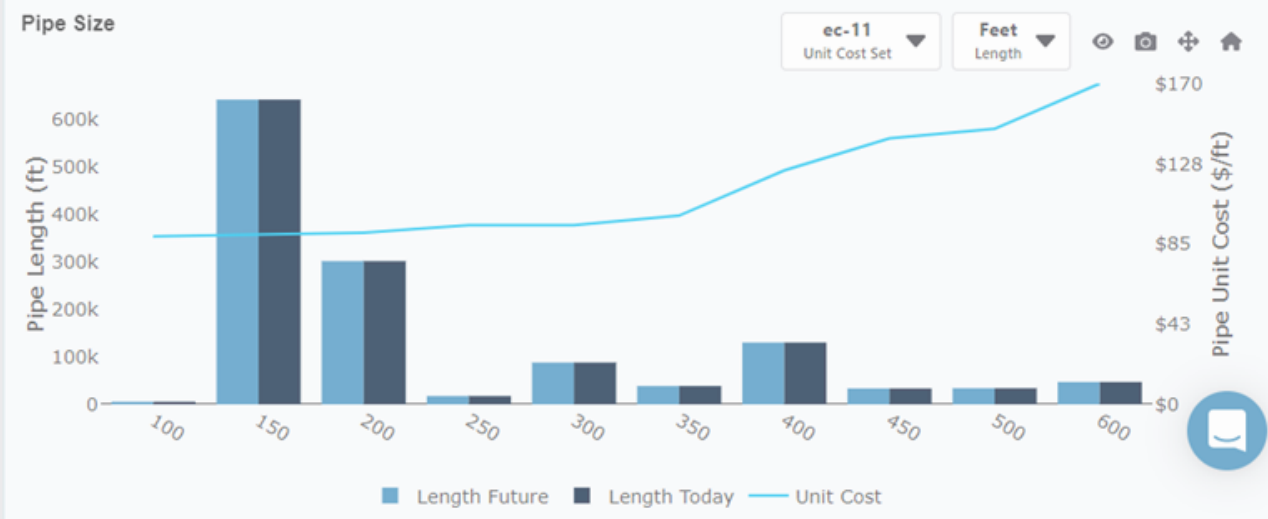
## Asset Replacement Schedule (ARS)



## Linear Asset Age

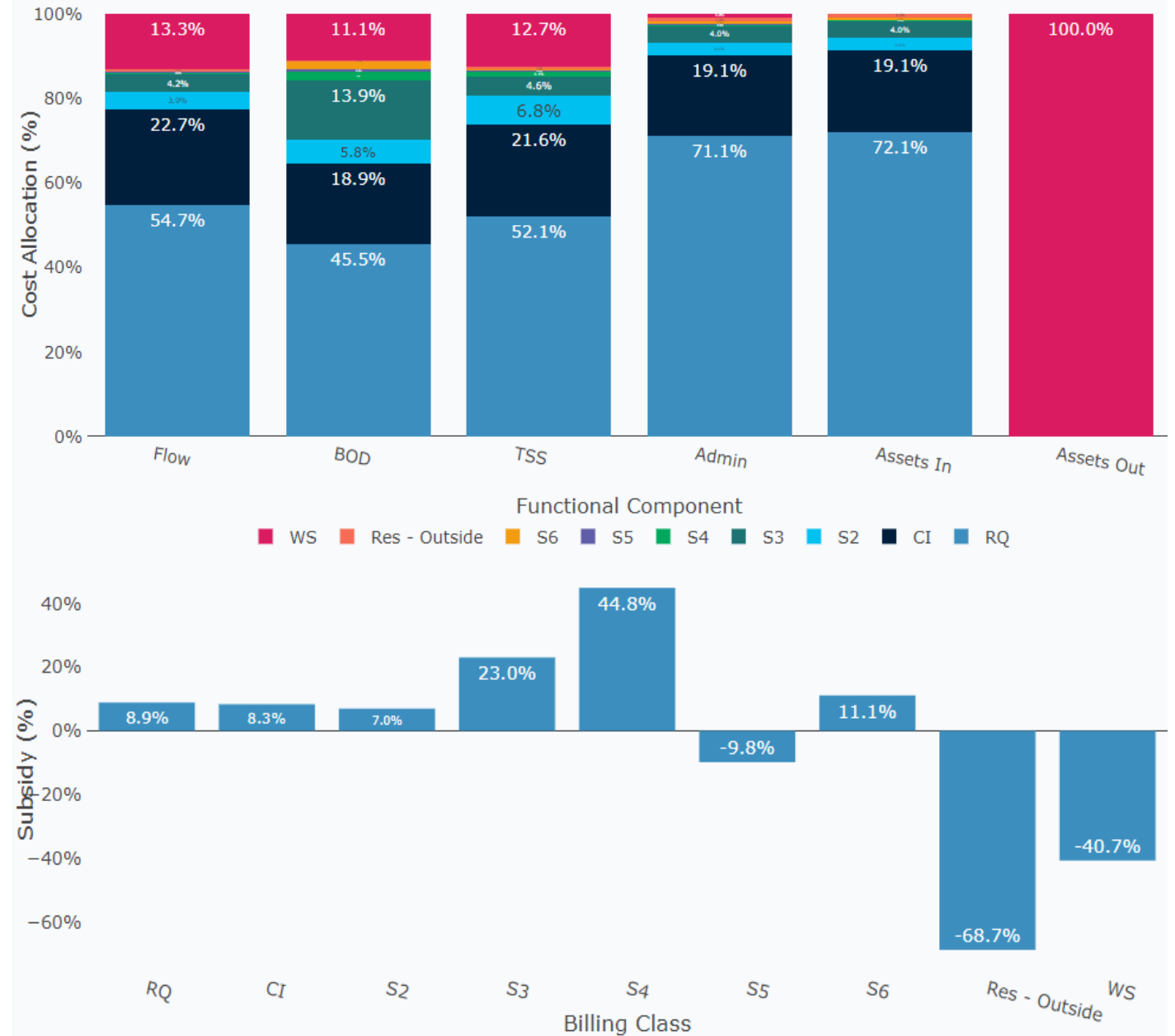


## Linear Asset Size



## Cost of Service Analysis

1. Cost Allocation between **Customer Categories**
2. Determine Current **Level of Inequity**
3. Recalibrate Rates to **Promote Fairness**

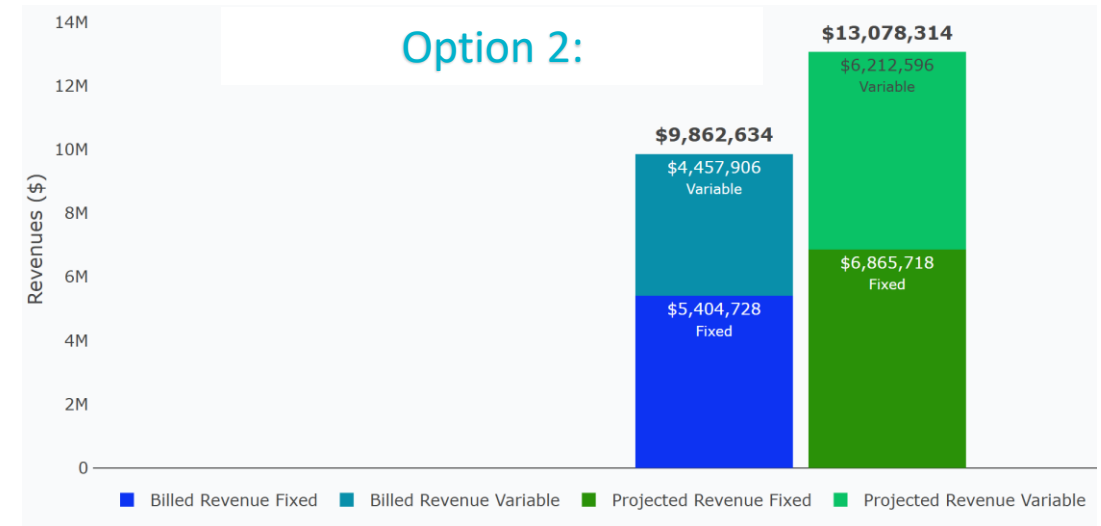
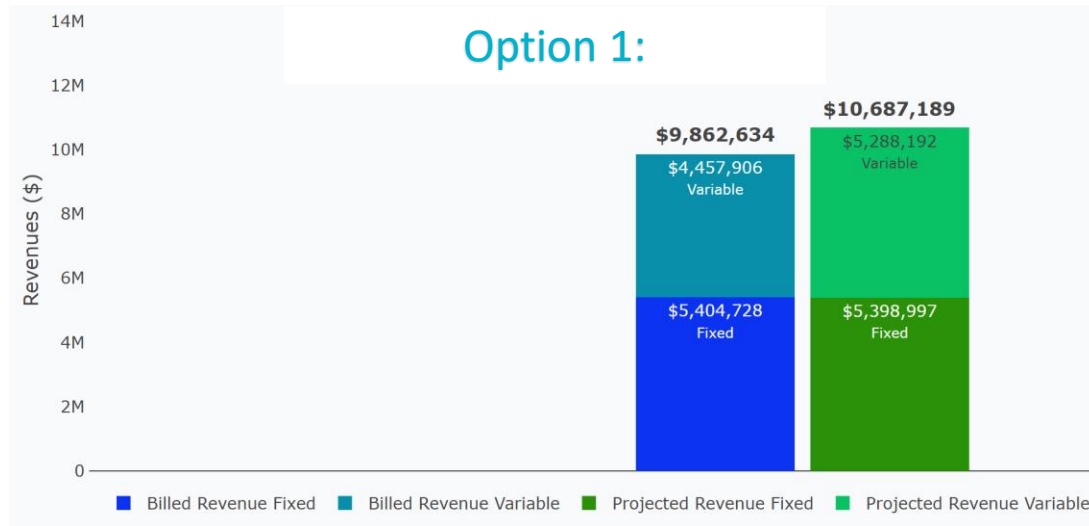


## Designing Utility Rates in Waterworth

Compare multiple Rate Cards to see which performs best to achieve key goals:

- Revenues
- Equity
- Affordability
- Conservation
- Asset longevity

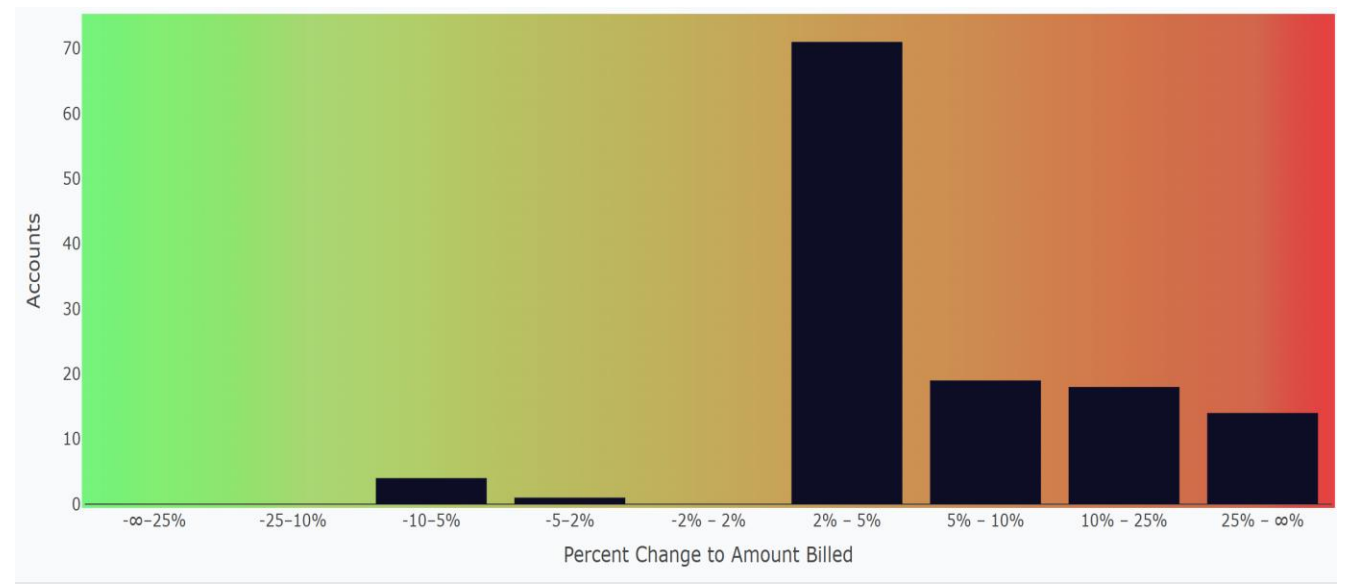
Rate Cards									+ Rate Card
Rate Card	Description	Start Year	Start Period	End Year	End Period	Date Created	Date Edited		Active
Northtown Rate Option 1		2023	1	2025	12	Feb 11, 2025	Mar 26, 2025	i	<input checked="" type="checkbox"/>
Northtown Rate Option 2		2023	1	2025	12	Feb 11, 2025	Mar 10, 2025	i	<input type="checkbox"/>



## Measuring Billing Impact in Waterworth

Analyze detailed Before/After Bills on a highest-to-lowest impact scale:

Bill Parameters							Revenue	
Period	Billing Class	Meter Size	Billing Multiplier	Consumption [kUSG]	Csv Row	Account Id	Billed	Projected
8	Residential	5/8	1	1,013	38	12223-001	\$131	\$10,406
2	Residential	5/8	1	1,327	34	01357-001	\$6,461	\$13,615
3	Residential	5/8	1	805	289	02079-001	\$3,985	\$8,273
3	Residential	5/8	1	798	291	07683-001	\$3,949	\$8,196
2	Residential	5/8	1	779	295	05265-001	\$3,862	\$8,007
4	Residential	5/8	1	580	316	19247-001	\$2,915	\$5,963
2	Residential	5/8	1	543	322	14599-004	\$2,740	\$5,585
9	Residential	5/8	1	489	330	05218-001	\$2,558	\$5,035
3	Residential	5/8	1	463	335	03934-002	\$2,358	\$4,762
2	Residential	5/8	1	458	336	08049-001	\$2,334	\$4,710
4	Residential	1	1	226	419	10610-001	\$262	\$2,380
2	Residential	5/8	1	369	354	15124-001	\$1,911	\$3,797
1	Residential	1	1	349	363	09176-001	\$1,818	\$3,640

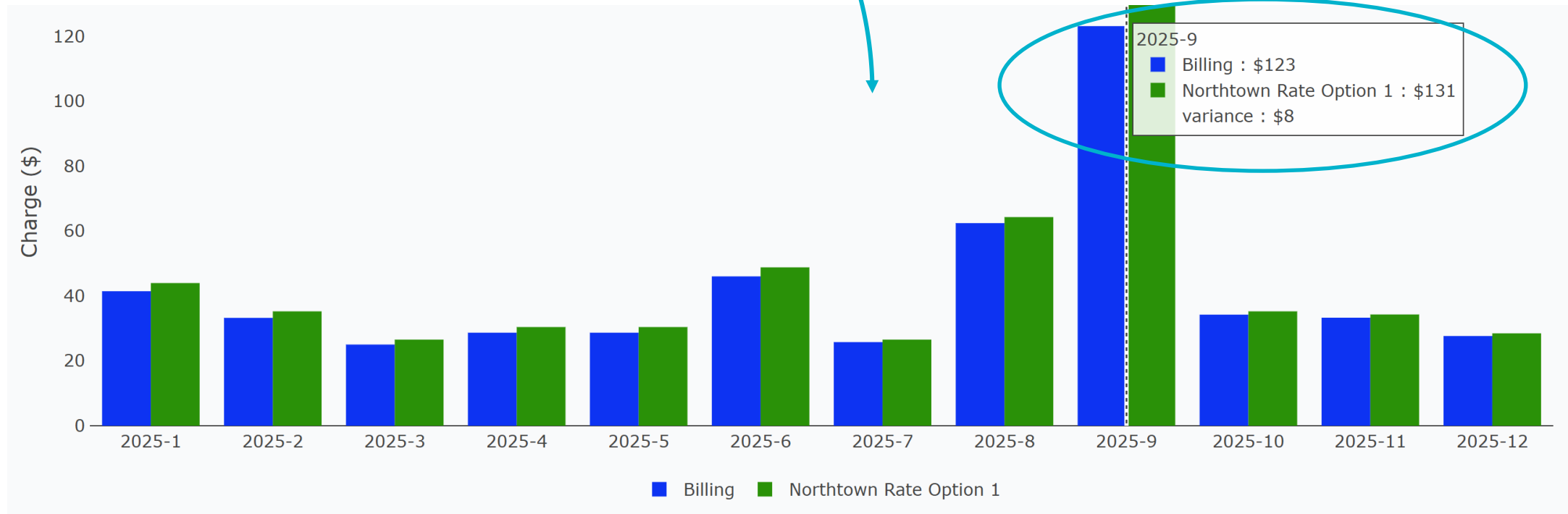


See overall % Billing impact of recommended Rate Card

## Measuring Billing Impact in Waterworth

Drill down to an account-by-account basis to see the dollar difference between last year's bill, and next year's forecasted bill with the same consumption

Example CustomerID - 19996-001



# All Public Funds & Services

1. Analyze many **Infrastructure-Based Services**
2. View **Aggregated Analysis**
3. Consistency of **Data Visualization**
4. Easier **Communication**

## Select a service area to display.

To avoid this message in the future, change your preferences.

Northtown Water (Water)

Northtown Sewer (Wastewater)

Northtown Stormwater (Stormwater)

Northtown General Fund (General Fund)

Northtown Marina (Marina)

Northtown Streets (Road)

Northtown Solid Waste (Solid Waste)

Northtown Fire Rescue (Fire Rescue)

Northtown Airport (Airport)

Northtown Electric (Electric)

Northtown Recycling (Recycling)

Northtown Fleet (Fleet)

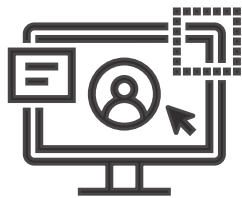
- Scenario building and analysis
- Ongoing advisory
- Remote council presentations

- Real-time planning and analysis
- Effortless collaboration
- Get the decisions you need



## Fractional CSO

- Data onboarding = Zero learning curve
- Updates model with new data
- Model checks and validation



## Cloud SaaS



## Model Manager



# INVOICE

Lorain, OH  
200 West Erie Avenue  
LORAIN OH 44052  
USA

**Invoice Date**  
8 Apr 2026

**Invoice Number**  
INV-2178

Waterworth  
PO Box 23118  
Victoria, BC V8V 4Z8  
Canada  
-  
www.waterworth.net  
info@waterworth.net  
1-844-34-WATER

Description	Quantity	Unit Price	Amount USD
Annual Waterworth Software Subscription (Water)	1.00	10,275.00	10,275.00
Annual Waterworth Software Subscription (Wastewater)	1.00	12,730.00	12,730.00

This invoice is towards software as a service that will be delivered over a 12-month period starting April 23, 2026, through April 22, 2027.

Equated amounts corresponding to the monthly value delivery will be credited to your account upon the completion of each month of software value delivered.

Subtotal 23,005.00

**TOTAL USD 23,005.00**

## Due Date: 23 Apr 2026

Our preferred payment method is ACH. Please arrange ACH transfers for faster and more secure processing.

If necessary, checks should be made payable to Waterworth. Note that international postage is required for US customers paying by check.

For further details, please contact [payments@waterworth.net](mailto:payments@waterworth.net).

GST: 789699329

IRS TIN: 98-1320761

For US customers, Waterworth is required by the IRS to provide a W-8-BENE instead of a W-9, contact us for a copy.



## CITY OF LORAIN

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### Board of Control

2. e.

Meeting Date: 04/22/2026

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#### Subject:

The Black River Plant requests approval to purchase specific parts necessary for the annual service of the SMX-S8 2-meter Andritz Sludge Filter Press. These parts and the annual service are essential for ensuring the proper operation of the press. The price of the purchase is \$10,172.31 including shipping from Andritz Separation Inc. All labor will be conducted by the Maintenance staff at the Black River WWTP. Funding will be sourced from the Facility Improvement #6130.P613.6310.6700.1500.

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#### Attachments

BOC - BRWWTP - Annual Service of Andritz Sludge Filter Press - Andritz

Andritz sole source letter

Press seals 3\_2026

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# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> floor conference room.  
(Meeting day and time is subject to change with advanced notice)

**All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting, or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.**

**<<< Answer all of the following questions for each request submitted >>>**

- 1. Request Date: April 15, 2026
- 2. Name of Department Submitting Request: Utilities Black River WWTP
- 3. Summary of Report: The Black River Plant requests approval to purchase specific parts necessary for the annual service of the SMX-S8 2-meter Andritz Sludge Filter Press. These parts and the annual service are essential for ensuring the proper operation of the press. The price of the purchase is \$10,172.31 including shipping from Andritz Separation Inc. All labor will be conducted by the Maintenance staff at the Black River WWTP. Funding will be sourced from the Facility Improvement #6130.P613.6310.6700.1500.
- 4. Name of Vendor: Andritz Separation Inc.
- 5. Amount: Ten Thousand One Hundred Seventy-two Dollars and <sup>31</sup>/<sub>100</sub> \$10,172.31
- 6. Number of account to be used for funding: # 6130.P613.6310.6700.1500.
- 7. VENDOR DETAIL Sole Source Vendor – **Yes** State Purchasing Vendor – **No**

List the names and the quote received from *at least three vendors* for the requested item  
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 \_\_\_\_\_

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. **YES**
- 9. Is the amount requested due to a change order? **No**
- 10. If necessary, has City Council approved and when? \_\_\_\_\_



September 10, 2024

City of Lorain Black River WWTP  
James Sutter  
100 Alabama Avenue  
44052-2042  
Lorain, OH

**Gina Mongardo Massey**

Inside Sales Manager - NA

SEPARATION

p: 817-419-1790

Gina.Mongardo@andritz.com

Page: 1 (total 1)

## **SUBJECT: SOLE SOURCE SUPPLIER**

Andritz Separation, Inc. is an original equipment manufacturer (OEM) of the liquid/solid separation equipment and hold the sole rights and ownership to the Andritz-Ruthner, Bird Machine, Netzsch, R & B and Humboldt product lines. We are the sole source for all replacement parts, accessories and service.

All manufacturing components are based on Andritz's proprietary drawings. Commercial items are based on Andritz engineered specifications, they hold the highest manufacturing tolerances and we strive to achieve and maintain the most optimized efficiency in all of our products.

Andritz Separation, Inc. is the exclusive supplier of these components and we do not operate with local distributor networks. We have multiple facilities throughout North America and regional Sales Engineers available to handle all of your service needs. Please feel free to contact Andritz Separation, Inc. directly or visit our website at [www.usa.Andritz.com](http://www.usa.Andritz.com).

Gina Massey

ANDRITZ SEPARATION INC  
Inside Sales Manager – NA  
SEPARATION

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, Texas 76001 USA  
Direct Phone: 817-419-1790  
Direct Fax: 817-419-1990  
[gina.mongardo@andritz.com](mailto:gina.mongardo@andritz.com)  
[www.andritz.com](http://www.andritz.com)





## QUOTATION

Customer: 187737

### City of Lorain

Black River Plant  
100 Alabama Avenue  
LORAIN OH 44052-2042

Contact: **Mr. James Sutter**

Fax:

Copy to:

Your inquiry: **VIA EMAIL**

Our quote no: **21296544**

Supplier:

Contact:

Phone:

Fax:

E-mail:

Date:

Sales

Responsible:

**Andritz Separation Inc.**

**Victoria Torres**

**+1 817 375 4439**

victoria.torres@andritz.com

**03/31/2026**

**MR. JASON HILL**

Dear Mr. James Sutter,

We thank you for your inquiry and are pleased to quote as follows:

### 1. Scope of supply

For 400376478 Heavy Duty Belt Press

Model: Heavy Duty Belt Press SMX 2,0

Serial number: 0325

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
4. Reference this quote number.

Freight is excluded.

Delivery of product(s) to be determined from receipt of approved purchase order and any clarifications.

**\*\*ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT\*\***

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
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Page 1 of \*

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312

P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



Our quote no: 21296544

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	SPRAY NOZZLE	131410772		52	PC	25.08	1,304.16
20	FLAT GASKET	131410782		52	PC	1.31	68.12
30	SPRAY NOZZLE	131524224		52	PC	10.80	561.60
40	SEAL 137" LONG PUSH-ON, IN EPDM	131515943		2	PC	144.61	289.22
50	SEAL MOLDED 80IN. LONG DETAIL 06 #0#	131406116		4	PC	327.31	1,309.24
60	DISTRIBUTION CHUTE COVER SEAL, IN PU, 2.0M SMX-S8	131406353		1	PC	567.69	567.69
70	DOCTOR BLADE 2.0M SMX S8 EG LP #0#	131405516		4	PC	236.07	944.28
80	SHOWER SEAL 3 WIDE X 1/16 THK. X 90 LG, L 90 W 3 IN MOLDED PU RAIL SEAL	131405513		16	PC	186.37	2,981.92
90	SEAL 6IN. MOLDED DETAIL 01 #0#	131406418		4	PC	236.52	946.08
<b>Total Amount</b>						USD	8,972.31

\* S = Spare Parts, W = Wear Parts

**Technical contact:** Armando Alvarado /**Phone:** +1 817 419 1728 / armando.alvarado@andritz.com

### Terms and Conditions

**Delivery address:**  
City of Lorain  
Black River Plant  
100 Alabama Avenue  
LORAIN OH 44052-2042

**Invoice address:**  
City of Lorain  
Black River Plant  
100 Alabama Avenue  
LORAIN OH 44052-2042

**2. Delivery Time:**  
after receipt of order and any clarifications.



Our quote no: 21296544

**3. Terms of delivery:**

Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.

**4. Terms of Payment:**

Within 30 days Due net  
(1% default interest per month for delayed payment).

**5. Validity of quotation:**

This quotation is valid to 05/01/2026.

**Other Terms:**

**6. \*\*\*\*\***

**COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.**

**\*\*\*\*\***

**The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.**

**\*\*\*\*\***

**TERMS APPLICABLE**

(a) These Terms and Conditions of Sale and/or Service are the only terms which govern the sale of the products, equipment, or parts and/or the provision of services ("Products" and "Services") and/or the license of certain Software (as defined herein) pursuant to the quotation or acknowledgement of the Andritz entity supplying the same ("Seller") or Buyer's purchase order or other written document issued by Buyer. These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Buyer's authorization for Seller to commence work under the Agreement or Buyer's acceptance of delivery of or payment for any Products, Services or Software covered by this Agreement, in

Our quote no: 21296544

whole or in part, shall be deemed Buyer's acceptance of these Terms and Conditions of Sale and/or Service. The term "Agreement" as used herein means (1) these Terms and Conditions of Sale and/or Service, (2) Seller's quotation or acknowledgment together with any attachment thereto and any documents expressly incorporated by reference, and (3) Buyer's purchase order or other written document issued by Buyer, together with any attachment thereto and any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference). In the event of a conflict between any documents forming the Agreement, such documents shall be construed in the above-listed order of precedence.

(b) Prior to Buyer's acceptance of any Seller quotation in which these Terms and Conditions of Sale and/or Service are incorporated, in the event that the introduction of new tariffs, levies, duties, taxes, regulation, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted Products, Services, and/or Software, Seller reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or any of the applicable contractual documentation shall be construed as a waiver of this right.

**7. DELIVERY OR PERFORMANCE; RISK OF LOSS AND TITLE**

(a) Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. If the parties have agreed to liquidated damages in this Agreement for Seller's delay in achieving certain milestones, (i) the parties acknowledge and agree that Buyer's damages for Seller's delay are difficult to predict with any certainty, and such liquidated damages are not a penalty but a reasonable estimate of Buyer's delay damages; (ii) such liquidated damages shall not exceed an aggregate value of five percent (5%) of the Agreement price and shall be Buyer's exclusive remedy for any delay by Seller in performing any of its obligations under this Agreement; and (iii) Buyer agrees Seller shall not be liable for liquidated damages if Seller's delay in achieving a milestone subject to liquidated damages has not delayed Buyer's ability to use the applicable Products, Software and/or Services.

(b) Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2020. If no delivery term is agreed elsewhere in the Agreement, delivery of the Products will be made FCA shipping point (INCOTERMS 2020). Title to the Products shall transfer to Buyer upon final payment therefor.

**8. WARRANTY**

(a) **Product Warranty.** Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2020, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty is warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance, operating condition or operating environment other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired or modified by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement. With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

(b) **Services Warranty.** Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) **THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(d) The remedies provided in Paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

**9. LIMITATION OF LIABILITY**

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply to the maximum extent permitted by applicable law:

(a) In no event shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products or Software, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply



Our quote no: 21296544

whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

**10 . CHANGES, DELETIONS AND EXTRA WORK.**

Seller will not be required to make changes in the Products, Services or Software unless Buyer and Seller have executed a written change order for such change. Any such change order will include an appropriate adjustment to the Agreement price and/or schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the change order will include appropriate modifications to this Agreement. Seller shall be entitled to a change order adjusting the Agreement price, schedule and/or any affected obligations of Seller if after the effective date of this Agreement (a) a change in applicable law, tariffs, levies, duties, taxes, regulations or ordinances; (b) any act or omission of Buyer, any other party for whom Buyer is responsible, or any third party or any error or change in Buyer-provided information should require a change in the Products, Services or Software or (c) a transport disruption involving the intercontinental shipment of goods or sea freight causes an increase in the cost (including, in the case of a transportation disruption, costs incurred to avoid or mitigate such disruption) or change in the schedule to supply the Products, Services or Software.

**11 . PAYMENT AND TAXES**

Unless otherwise agreed by Seller in writing, payment terms are net 30 days from the date of Seller's invoice. All invoices are payable without deductions. Any payments which are overdue will accrue interest at the rate of 1% for each month or any portion thereafter the balance remains due. Seller's prices do not include any sales, use, excise or other taxes or customs duties, tariffs, levies, or fees unless expressly agreed in writing by Seller. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, Software or Services and customs duties, tariffs, levies, or fees shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

**12 . SECURITY INTEREST**

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

**13 . SET OFF**

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

**14 . INFRINGEMENT**

Unless the Products or any part thereof are designed to Buyer's specifications or instructions and provided the Products or any part thereof is not used in any manner other than as specified or approved by Seller in writing or modified by Buyer without the written consent of Seller, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a registered copyright or device claim of a patent issued as of the effective date of this Agreement in the country in which the Product will be operated, provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the Agreement price that Seller has received for such Product or part. **THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS BY THE PRODUCTS.**

**15 . SOFTWARE LICENSE AND WARRANTY**

If Buyer and Seller have not entered into a separate license agreement, the following Software Terms and Conditions apply to any embedded software produced by Seller and furnished by Seller hereunder:

The Software, as described in the Agreement ("Software"), and all written materials or graphic files that are fixed in any tangible medium and that relate to and support the Software ("Documentation"), and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and other proprietary rights recognized by the laws of any country inherent therein, including all changes and improvements requested or suggested by Buyer in the support and maintenance of the Software are the exclusive property of Seller ("Seller's Intellectual Property Rights"). All rights in and to the Software not expressly granted to Buyer in the Agreement are reserved by Seller. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Seller's existing or future patents. Software will not include any upgrades, new versions, releases, enhancements, or updates to the Software, unless agreed to by Seller in writing and at its sole discretion. To the extent any upgrades, new versions, releases, enhancements, or updates to the Software are provided by Seller, the term "Software" shall be deemed to include such upgrades, new versions or releases, enhancements, or updates. To the extent any ownership right arises in Buyer with respect to the above, Buyer hereby assigns all of its right, title, and interest in and to any intellectual property embodied in the Seller's Intellectual Property Rights, including enforcement rights, to Seller without the payment of any additional

Our quote no: 21296544

consideration thereof either to Buyer, or its employees, agents, or customers and agrees to execute any documents Seller deems necessary to effect such assignment.

Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable, revocable license to install, run, and use the Software only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in this Agreement. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the Documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller, or deleted from Buyer's computer systems, with written confirmation after termination.

Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation. In no event does Seller warrant that the Software is error free or that Buyer will be able to operate the Software without impairments or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Seller does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the Agreement price or license fee paid.

If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by modifying the Software or replacing it with a functional equivalent (in which case, Buyer shall immediately stop use of the allegedly infringing Software); or (c) take back such Software and refund to Buyer all payments on the Agreement price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party not approved in writing by Seller; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. THE FOREGOING PROVISIONS OF THIS SECTION 10(e) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS UNDER SECTION 10, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS, BY THE SOFTWARE OR ANY PART THEREOF.

This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE. Buyer and its successors are limited to the remedies specified in this Paragraph 10.

Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

## 16. SITE RISKS

(a) **Site Conditions.** The parties acknowledge and agree that as to conditions at the project site, Seller is relying upon information provided by Buyer. If Seller becomes aware of any subsurface, concealed, or differing condition, environmental hazard or violation of any environmental law or regulation, Seller will immediately suspend performance of the work in the affected area and notify Buyer. Buyer acknowledges that it will assume the risk of any increased costs and changes to the schedule that may result from such conditions. If Buyer does not immediately remediate such conditions, Seller may either suspend performance of all work or terminate this Agreement.

(b) **Environmental Remediation.** Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

## 17. TERMINATION

(a) Either party may terminate this Agreement upon breach by the other party of a material obligation hereunder and such party's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same.

(b) Buyer may only terminate this Agreement for Buyer's convenience only if Buyer elects not to proceed with the project for which the Products and/or Services are purchased and upon written notice to Seller and payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take

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into account among other things expenses (direct and indirect) incurred and commitments already made by Seller, overhead, and an appropriate profit. In case of such termination, the licenses granted in Paragraphs 10 and 13 hereof shall terminate.

(c) Seller shall have the right to suspend its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

**18 . INTELLECTUAL PROPERTY; CONFIDENTIALITY**

(a) All intellectual property embodied in the Products, Services and Software provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Further, Seller shall have the right to collect and use data generated by the Products, Software or Services supplied hereunder.

(b) Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, non-transferrable license to use Seller's confidential and proprietary information disclosed hereunder for the purpose of the installation, operation, maintenance and repair of the Products that are the subject of this Agreement only; provided, however, that Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products or any parts thereof, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13, or in case of Buyer's termination pursuant to Paragraph 12(b).

**19 . END USER**

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

**20 . FORCE MAJEURE**

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement, and Buyer shall pay to Seller all costs, including overhead and profit thereon, incurred to the date of termination and costs incurred arising out of the termination.

(c) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, blockage, slowdown, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a change order containing an appropriate adjustment in the Agreement price and delivery schedule.

**21 . INDEMNIFICATION AND INSURANCE**

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

**22 . EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE**

(a) Buyer recognizes that any Products and Software that are the subject of this Agreement and originate in the U.S. remain subject to U.S. export control and economic sanctions laws and regulations even after such Products are exported from the U.S. (if applicable), and even though such Products and Software

Our quote no: 21296544

have been purchased in and, if applicable, exported from Canada. Buyer certifies that such Products and Software will not be diverted, transhipped, re-exported, or otherwise transferred in contravention of any applicable export control and economic sanctions laws and regulations, nor will it allow the Products or Software to be incorporated into other products or used to make direct products thereof that are exported, re-exported, used, or transferred in violation of U.S. export control and economic sanctions laws and regulations. Buyer further affirms that such Products and Software will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation. Without limiting the foregoing, Buyer will not, nor will it allow third parties to, export, re-export, or transfer any Products or Software to any person or entity that is the target of U.S. sanctions or is in Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, the prohibited areas in Ukraine including Donetsk, Kherson, Luhansk, and Zaporizhzhia, or any other country or territory in violation of U.S. sanctions.

(b) Buyer shall be responsible for any breach of this provision by it, and its successors and permitted assigns, as well as its parents, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors ("Buyer Parties") and shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, expense (including attorneys' fees), damages, and penalties arising out of or relating to any non-compliance with U.S. export control and economic sanctions laws and regulations by any Buyer Party.

(c) Buyer shall, upon request of Seller, promptly provide all information necessary for Seller to ensure compliance with U.S. export control and economic sanctions laws and regulations, including but not limited to information related to end-users, end-uses, and destination countries.

### 23 . SPECIAL CONDITIONS FOR PRESSURE VESSELS

For installation, repair, or maintenance Services on existing pressure vessels, piping and equipment, the following shall apply:

(a) Unless otherwise agreed and stated in the Agreement, Buyer shall be responsible for: (i) physically disconnecting and isolating vessels and equipment being repaired from existing piping and electrical power before Seller or any of its subcontractors start the Services, and take adequate precautions that re-connection and resumption of use does not take place until the Services are completed, and (ii) emptying the vessels and piping and freeing them from any toxic or harmful substances before the Services begin so that the vessels and piping are safe for Services to begin. Buyer shall maintain the area entirely free of combustible, toxic and asphyxiant substances and provide fire protection service until the Services are completed;

(b) If the Services are on an existing vessel or existing piping, the Buyer is responsible for determining the prior condition of the portion of the vessel or piping not involved in the Services, and its ability to withstand the Services and any tests that may be necessary;

(c) Buyer shall also be responsible for evaluating the effects of prior use of the vessel or piping upon structural adequacy, and the suitability of the vessel or piping for the service intended when the Services are completed;

(d) Seller has no obligation to provide any inspections or tests, and Buyer takes full responsibility for all necessary inspections and tests, including but not limited to, selection of testing personnel, type, location, frequency, and severity of any inspections and tests and all test results at any stage of the Services;

(e) Upon request of Seller, Buyer shall provide Seller with the history of the vessel, a statement of the tests to be performed and a statement of the proposed use of the vessel after completion of the Services, and

(f) If repairs are required: (i) Buyer will provide an Authorized Inspector ("AI") who will determine the scope of the Services to be done; (ii) Seller will provide Buyer with a proposed Quality Control ("QC") package specifying the methods and procedures that Seller will follow in performing the Services specified by the Buyer; (iii) the proposed QC package is subject to approval by the Buyer, and such approval must be provided before Services commence; (iv) after approval of the QC package, the Services shall be done in accordance with the QC package. At the option of the AI, hold points may be established for inspection during the course of the Services; and (v) upon completion of the Services, the AI shall inspect the Services and provide a signed acceptance that they have been completed in accordance with the QC package. Such acceptance by the AI shall establish completion of the Services.

### 24 . TECHNICAL ASSISTANCE

Technical Assistance means that Seller's technician(s) and or engineer(s) will assist Buyer during the performance of Buyer's site work in the interpretation of the related procedures provided by Seller. When providing Technical Assistance, Seller will not be required to supervise or coordinate Buyer's labor force, perform measurements, complete or ensure the accuracy of quality control documents, or ensure the orderly sequencing of the site work, but Seller will advise Buyer of any non-conformances as recorded on the quality control documentation completed by Buyer, and counter sign such quality control documentation to confirm correction of such non-conformances. Notwithstanding the above or any other provision of the applicable Purchase Order, Seller shall have no authority, responsibility, liability or control over Buyer's or its suppliers' activities (and performance thereof), schedule and labor force, including for the execution, quality and/or workmanship of any installation services or site work. Therefore, Seller will not be responsible for the installation labor and Seller will not be liable for the quality and/or workmanship of the site work.

### 25 . GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and/or Services and any prior course of dealings or usage of the trade not expressly



Our quote no: 21296544

incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) The invalidity or unenforceability of any provision of this Agreement pursuant to applicable law shall not affect the validity or enforceability of the remaining provisions and this Agreement shall be construed as if it did not contain the provision held invalid or unenforceable.

(f) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement, including, but not limited to, Paragraphs 4, 13, 17 and 20, shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(g) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia.

(ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(h) (i) In the circumstances of g(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(ii) In the circumstances of g(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(i) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(j) The parties hereto acknowledge that a French copy of this Agreement was available and have expressly required that this Agreement be drawn up in English. Les parties aux présentes reconnaissent qu'une copie en français de la présente convention était disponible et ont expressément exigé que la présente convention soit rédigée en anglais. (k) If Seller's office is located in Canada, the following shall apply: Personal information means information that can directly or indirectly identify a natural person ("Personal Information"). With respect to any Personal Information disclosed by the Seller to the Buyer, the Buyer shall exercise diligence, shall use the Personal Information exclusively for the purpose disclosed, and shall at all times be in compliance with all applicable laws and regulations related to privacy, data security and/or otherwise related to the processing, storage, protection, transmission, use, destruction, and/or disclosure of data. If the Buyer identifies or is made aware of a cybersecurity or data privacy breach (each a "Privacy Incident") involving Personal Information disclosed by the Seller under this Agreement, the Buyer shall notify the Seller by emailing [LegalServices\\_Canada@andritz.com](mailto:LegalServices_Canada@andritz.com) no later than ten (10) business days after learning of the Privacy Incident. The Buyer shall, within reason, provide a clear and concise description of the incident to the Seller and take the appropriate precautions consistent with applicable law and industry practice available to minimize any potential impacts to the Seller. The Buyer also agrees that it will cooperate with the Seller's investigation or questioning of the breach or incident. Upon the earlier of the Seller's written request or upon termination or expiration of the Agreement, the Buyer shall either return to the Seller or irretrievably delete (if possible) the Personal Information provided by the Seller.

Please do not hesitate to contact us if you require further information.

Yours sincerely

**Andritz Separation Inc.**

This document is issued electronically and valid without signature.

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA  
Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



Our quote no: 21296544

Acknowledgement of order

Date/ Signature

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ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA  
Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



## CITY OF LORAIN

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### Board of Control

2. f.

Meeting Date: 04/22/2026

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#### Subject:

The Black River WWTP is requesting approval to purchase an SC4500 Controller from Hach. The SC4500 provides continuous real-time monitoring of pH and LDO levels. Compliance with our NPDES permit requires 24/7 monitoring of both parameters. The total cost of the equipment is \$13,368.36, which includes shipping, accessories, and associated services. Hach is the sole source vendor for this equipment. Funding for this purchase will be allocated from the facility improvement portion of the budget 6130.P613.6310.6700.1500.

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#### Attachments

BOC - BRWWTP - SC4500 Controller - Hach

Hach - Sole Source Letter

Hach Quote - SC4500 Controller

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# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> floor conference room.  
(Meeting day and time is subject to change with advanced notice)

**All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.**

**<<< Answer all of the following questions for each request submitted >>>**

1. **Request Date:** April 16, 2026

2. **Name of Department Submitting Request:** Utilities Black River WWTP

3. **Summary of Report:** The Black River WWTP is requesting approval to purchase an SC4500 Controller from Hach. The SC4500 provides continuous real-time monitoring of pH and LDO levels. Compliance with our NPDES permit requires 24/7 monitoring of both parameters. The total cost of the equipment is \$13,368.36, which includes shipping, accessories, and associated services. Hach is the sole source vendor for this equipment. Funding for this purchase will be allocated from the facility improvement portion of the budget 6130.P613.6310.6700.1500.

4. **Name of Vendor:** Hach

5. **Amount:** Thirteen Thousand Three Hundred Sixty-Eight Dollars <sup>36</sup>/<sub>100</sub> (\$13,368.36)

6. **Number of account to be used for funding:** 6130.P613. 6310. 6700. 5000.

7. **VENDOR DETAIL**

**Sole Source Vendor - Yes**

**State Purchasing Vendor - Yes**

List the names and the quote received from *at least* three vendors for the requested item;  
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 \_\_\_\_\_

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

Vendor #4 \_\_\_\_\_

8. **The Treasurer's Office has verified that the vendor selected is registered with the City. Yes**

9. **Is the amount requested due to a change order? Yes / **No****

10. **If necessary, has City Council approved and when? \_\_\_\_\_**

## Sole Source Letter

**February 10<sup>th</sup>, 2026**

ACCT NAME: CITY OF LORAIN

ADDRESS:  
100 ALABAMA AVE  
LORAIN, OH 44052

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.

<b>Part Number</b>	<b>Description</b>
LXV525.99AA1551	SC4500 Controller, Claros-enabled, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord.
DPD1P1	pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK <sup>®</sup> , Convertible Mount.
9180100	Flow Cell assembly for 1" NPT Sensor.
9020000	Hach LDO sc Model 2 , DO Probe with Luminescent Dissolved Oxygen Technology.
7300800	Flow cell for 1" NPT sensor.
9253000	Pole Mount Assembly for 1" NPT Sensors

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.





Be Right™

# Quotation

**Quote Number: 101019027v4**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 14-Apr-2026

Quote Expiration: 13-May-2026

CITY OF LORAIN  
100 ALABAMA AVE  
LORAIN, OH 44052

Name: Tim Cox  
Phone: 440-288-0281  
Email: tim\_cox@cityoflorain.org

Customer Account Number : 049649

Sales Contact: Nicole Church Email: nicole.church@hach.com Phone: 220-238-4040

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV525.99AA1551	SC4500 Controller, Claros-enabled, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord. Standard lead time 3 days.	1	3,460.00	3,460.00
2	DPD1P1	pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK®, Convertible Mount. Standard lead time 3 days.	1	1,719.00	1,719.00
3	9180100	Flow Cell assembly for 1" NPT Sensor. Standard lead time 3 days.	1	652.00	652.00
4	9020000	Hach LDO sc Model 2 , DO Probe with Luminescent Dissolved Oxygen Technology. Standard lead time 3 days.	1	3,470.00	3,470.00
5	7300800	Flow cell for 1" NPT sensor. Standard lead time 3 days.	1	840.00	840.00
6	9253000	Pole Mount Assembly for 1" NPT Sensors	2	847.00	1,694.00
				Grand Total	\$ 11,835.00

## RECOMMENDED ACCESSORIES & SERVICES

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
		WarrantyPlus Service Agreement includes: One start-up OR one			

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	WRTUPGGLPHORP	PM/Calibration on site per year; all parts, labor, and travel for on-site, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware update	1	299.00	299.00
2	WRTUPGLDO2	WarrantyPlus Service Agreement includes all parts, labor, and travel, an on-site startup OR one PM/calibration visit, unlimited technical support calls, and free firmware updates.	1	391.00	391.00
3	WRTUPGSC4500	WarrantyPlus Partnership provides full coverage, including parts, labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	1	316.00	316.00
4	9021100	Replacement Sensor Cap Kit for LDO 2 sc Dissolved Oxygen Sensor. Standard lead time 3 days.	1	395.00	395.00
				Grand Total	\$ 1,401.00

## TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

**ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

**ORDER TERMS:**

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

**Sales Contact:**

Name: Nicole Church  
Title: Regional Sales Manager  
Phone: 220-238-4040  
Email: nicole.church@hach.com



**HACH COMPANY**

**Headquarters**  
5600 Lindbergh Drive  
Loveland, CO 80538-8842

**Purchase Orders**  
PO Box 608  
Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
Phone: 800-227-4224  
Fax: 970-669-2932  
E-Mail: orders@hach.com  
quotes@hach.com  
techhelp@hach.com

**Export**  
Phone: 970-669-3050  
Fax: 970-461-3939  
Email: intl@hach.com

**Remittance**  
E-mail: ach@hach.com  
Checks: 2207 Collection Center  
Drive, Chicago, IL 60693  
**Wire Transfers:**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ACH/EFT): 071923284  
Routing (Dom Wires): 026009593  
Swift Code Intl Wires: BOFAUS3N

**Quotation Addendum**

**ADVANTAGES OF WORKING WITH HACH**

<p><b>Hach Service</b></p> <p><i>Protect your investment &amp; peace of mind</i></p> <ul style="list-style-type: none"> <li>✓ A global partner who understands your needs</li> <li>✓ Delivers timely, high-quality service you can trust</li> <li>✓ Provides team of unique experts to help you maximize instrument uptime</li> <li>✓ Ensure data integrity</li> <li>✓ Maintain operational stability</li> <li>✓ Reduce compliance risk</li> </ul> <p>www.hach.com/service-contracts</p>	<p><b>Pick&amp;Ship™</b></p> <p><i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p>www.Hach.com/pickandship</p>	<p><b>Technical Support</b></p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Fast access to answers at <a href="https://support.hach.com">https://support.hach.com</a></li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>
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**ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING**

<p><b>Safe &amp; Fast Delivery</b></p> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<p><b>Save Time – Less Hassle</b></p> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<p><b>Save Money</b></p> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3, 4</sup> Pricing Effective 7/13/2024						Collect <sup>4</sup> Handling Fee Effective 7/13/2024
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See [www.ethicspoint.veralto.com](http://www.ethicspoint.veralto.com) and [Integrity and compliance - Veralto](#) for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** **None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.**

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \* \*



**CITY OF LORAIN**

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**Board of Control**

**2. g.**

Meeting Date: 04/22/2026

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**Subject:**

A request to continue a professional services agreement with Jonathan J. Downes, Zashin & Rich Co., LPA for legal representation in the matter of an arbitration case involving the Lorain Police Department (Middlebrooks Arbitration) and other claims against the City of Lorain and its current and former employees in an amount not to exceed \$100,000.00. Funds to be paid from GL account 1010.V100.3110.6300.1500 Contractual Services. Approved by Lorain City Council on April 20, 2026.

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**Attachments**

BOC Form  
Agreement

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**BOARD OF CONTROL  
REQUEST FORM**

**Board of Control meetings are held on Wednesday mornings at 11:15 a.m. on the 7<sup>th</sup> floor of City Hall in the mayor's conference room.  
All requests must be received by no later than 2:00 p.m. on the Monday prior to the meeting.  
<<< Answer the following questions for each request submitted >>>**

- 1. Request Date: April 21, 2026
- 2. Name of Department Submitting Request: Safety/Service
- 3. Summary of Report: A request to continue professional services agreement with Jonathan J. Downes, Zashin & Rich Co., LPA for legal representation in the matter of an Arbitration Case involving the Lorain Police Department (Middlebrooks Arbitration) and other claims against the City of Lorain and its current and former employees in an amount not to exceed \$100,000.00. Funds to be paid from GL account 1010.V100.3110.6300.1500 Contractual Services.
- 4. Name of Vendor: Jonathan J. Downes, Zashin & Rich Co., LPA
- 5. Amount: \$100,000.00
- 6. Account Number of General Ledger account to be used for funding: 1010.V100.3110.6300.1500

**7. VENDOR DETAIL**

Sole Source Vendor - **Yes**                      State Purchasing Vendor - **No**

List the names and the quote received from *at least* three vendors for the requested item;  
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 \_\_\_\_\_

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

Vendor #4 \_\_\_\_\_

- 7. The Treasurer's Office has verified that the vendor selected is registered with the City. - **Yes**
- 8. Is the amount requested due to a change order?    Yes / **No**
- 9. If necessary, has City Council approved and when?    Approved on April 20, 2026

JONATHAN J. DOWNES  
OSBA Certified Specialist in  
Labor and Employment Law  
jjd@zrlaw.com

June 10, 2025

City of Lorain  
Attn: Pat Riley / Michele Beko  
Email: [Patrick\\_Riley@cityoflorain.org](mailto:Patrick_Riley@cityoflorain.org) / [Michele\\_Beko@cityoflorain.org](mailto:Michele_Beko@cityoflorain.org)  
100 West Erie Street  
Lorain, Ohio 44052

Re: City of Lorain - General  
Matter Number: 1794-22-01

Dear Mr. Riley:

We are pleased to have the opportunity to advise and represent the City of Lorain in the above-referenced matter. The request is for the drafting of an agreement between the City and the employee regarding employment with the City. It is anticipated that the time to prepare, review with the City, and finalize the agreement would not exceed five (5) hours at the current rate of \$225/hour or \$1,125 in fees. It is understood that no in-person meetings will be necessary to accomplish this assignment.

As the City and our Firm have an engagement agreement in place an additional engagement agreement will not be necessary.

On behalf of Zashin & Rich Co., L.P.A., I thank you for the privilege of representing you and look forward to serving your interests.

If you have any questions, please give us a prompt call. Unless we hear from you in writing to the contrary, we will assume you have agreed to the terms of this engagement letter. On behalf of Zashin & Rich Co., L.P.A., I thank you for the privilege of representing you and look forward to serving your interests.

Very truly yours,

ZASHIN & RICH CO., L.P.A.

*S/ Jonathan J. Downes*

Jonathan J. Downes

Accepted:

  
Patrick D. Riley  
Lorain Law Director

*(6/13/2025)*  
Date



JONATHAN J. DOWNES  
OSBA Certified Specialist in  
Labor and Employment Law  
jjd@zrlaw.com

September 9, 2024

City of Lorain  
Attn: Pat Riley / Michele Beko  
Email: [Patrick\\_Riley@cityoflorain.org](mailto:Patrick_Riley@cityoflorain.org) / [Michele\\_Beko@cityoflorain.org](mailto:Michele_Beko@cityoflorain.org)  
100 W. Erie Avenue  
Lorain, Ohio 44052

Re: Middlebrook Arbitration  
Matter Number: 1794-24-01

Dear Pat:

We are pleased to have the opportunity to advise and represent the City of Lorain in connection with the above-referenced matter. Thank you for allowing us to serve your interests.

The terms of this engagement letter and the attached Standard Terms of Engagement will govern our representation. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Standard Terms of Engagement will apply to matters directed and to which we agree to undertake on your behalf.

Our fees will be based on the time devoted by each attorney, law clerk, paralegal, and other legal assistants at their respective hourly rates in effect at the time the services are performed. The hourly rates, which are subject to periodic review and adjustment, are based on such considerations as the skill required to perform the services, the likelihood that the acceptance of the engagements will preclude other engagements by the firm or the lawyers in question, the experience, and the reputation and ability of the lawyers performing the services. Our attorney current hourly rate is \$225 per hour and \$125 for paralegals, clerks, and other legal assistants.

In addition to our fees, we charge for disbursements and other charges incurred in performing services as more particularly described in the Standard Terms of Engagement. Fees, disbursements, and other charges will be billed monthly. Please review the terms of this engagement letter carefully, as well as the terms set forth in the Standard Terms of Engagement.

If you have any questions, please give us a prompt call. Unless we hear from you in writing to the contrary, we will assume you have agreed to the terms of this engagement letter.

On behalf of Zashin & Rich Co., L.P.A., I thank you for the privilege of representing you and look forward to serving your interests.

Very truly yours,

**ZASHIN & RICH CO., L.P.A.**

*s/ Jonathan J. Downes*

Jonathan J. Downes

Accepted for \_\_\_\_\_

  
\_\_\_\_\_  
Signature

Print Name: Rey Carrion

Date: October 2, 2024

JJD/rcr  
Enclosure(s)



## STANDARD TERMS OF ENGAGEMENT

This is a supplement to our engagement letter dated September 9, 2024. The purpose of this document is to set out additional terms of our agreement to provide legal services. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter for your records.

### Scope of Representation

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. In retaining us, you recognize that all legal matters involve risks. We cannot and have not made any promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Upon accepting this engagement on your behalf, we agree to do the following: 1) provide legal counsel in accordance with these terms of engagement in reliance upon information and guidance provided by you; and 2) keep you reasonably informed about the status and progress of the matters we are handling for you.

To enable us to provide effective representation, you agree to do the following: 1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; 2) keep us apprised on a timely basis of all developments relating to the matters we are handling for you that are or might be material; 3) attend meetings, conferences, and other proceedings when it is reasonable for you to do so, and where it may be required by a court or other tribunal; and 4) otherwise cooperate fully with us.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

It is our further policy that our representation is limited to performance of the services described in the engagement letter and does not include representation of you or your interests in any other matter.

After the completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We always strive to keep our clients updated on matters on which we have been retained. However, unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

If, during the course of our engagement, we send you a letter or other written communication advising you about a Federal tax issue, you may notice a statement toward the end saying that our advice may not be

relied upon for the purpose of avoiding penalties that may be imposed. (That legend will appear on every e-mail or fax that we send even if there is no tax issue involved.) This does not mean that we have not carefully considered the advice we sent to you. Rather, is intended to enable us to render that advice in a cost efficient manner. Rules recently adopted by the Treasury Department require that in the absence of such a legend, any tax advice must be given only in a full-blown, formal legal opinion. Like all law firms, if we were to issue a formal opinion, we would need to follow certain prescribed procedures. In most cases, the cost to our clients would exceed the value received if we were to follow those procedures. In any case where we think that a formal opinion may be appropriate, we will discuss the matter with you.

#### When We Bill

We will send you a bill each month for the services performed during the previous month. This bill will also include out-of-pocket expenses. These are described below.

We want our clients to be satisfied with both the quality and cost of our services. We encourage our clients to discuss with us any questions relating to fees for our services. We will make every effort to provide you with bills in a format that meets your needs.

#### How Fees Will Be Set

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of one tenth of any hour.

The hourly rates of our lawyers are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation.

#### Retainers

If we have agreed to a retainer, it is further agreed that we have a security interest in that deposit. Retainers are usually considered to be unearned advances. They are placed into trust accounts, usually placed in pooled interest-bearing trust accounts governed by rules adopted by the bar associations in the jurisdictions in which we practice. All accruing interest is paid to a charitable fund established by those bar associations. The need to replenish the retainer is a condition of our continued work and is set forth in the Engagement Letter itself.

#### Disbursements and Other Charges

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, courts costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to

adjust the amount we charge at any time or from time to time, and the charge will approximate our cost. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

#### Payment of Invoices

Our invoices are payable within 30 days of receipt. If a bill remains unpaid past the due date, the firm may discontinue services. If we represent you in a pending litigation, we may seek to withdraw as your counsel.

#### Conflicts of Interest

It is unavoidable that from time-to-time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients, and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for consent.

#### Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted or required by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

#### Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents. We then send the balance of the file on that matter to an off-site facility for storage at our expense, unless a client requests us to deliver the file to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only ten years and to destroy all older files to the extent practicable; provided that we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution

agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

#### Communications and Confidentiality

During our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

#### Marketing Matters

Our firm has a public web site that may identify some of our clients and publicly disclosed transactions and other legal matters we have handled. In addition, we develop various marketing, advertising, and informational materials from time to time that contain similar information. You agree that we may publicly identify you as a client of Zashin & Rich Co., L.P.A.

#### Insurance

You agree to immediately determine whether insurance coverage is or may be available with respect to the subject matter of the engagement and to promptly provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.