

EXHIBIT A TO ORDINANCE NO. 99-19

SALVAGE SPECIFICATIONS:

- 1) **PURPOSE:** This agreement shall provide for the disposal of motor vehicles that have been declared unclaimed or abandoned junk motor vehicles pursuant to the Ohio Revised Code Sections 4513.61, 4513.62 or 4513.63.
- 2) **DURATION:** This agreement shall remain in full force for a period of three (3) years, with two (2) one (1) year renewals, as approved by the City of Avon, subject only to the limitations now and herein provided by law.
- 3) **TERMINATION:** This agreement may be terminated or revoked by the City for violation of any of the provisions of this agreement or without cause after sixty (60) days notice in writing to the licensed salvage dealer delivered personally or by certified registered mail.
- 4) **SERVICE:** The service to be provided to the City of Avon under this contract is the disposal of motor vehicles that have been declared unclaimed or abandoned junk motor vehicles pursuant to the Ohio Revised Code Sections 4513.61, 4513.62 or 4513.63 by the City of Avon upon presentation by the City of Avon of the unclaimed or abandoned junk motor vehicle and the proper unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title.
- 5) **CITY OF AVON DUTIES:** The City of Avon shall provide to the contracted licensed salvage dealer the proper unclaimed or abandoned junk motor vehicle affidavit, and/or salvage certificate of title, issued pursuant to the Ohio Revised Code Sections 4513.61 or 4513.63 for each unclaimed or abandoned junk motor vehicle delivered to the licensed salvage dealer for disposal.
- 6) **LICENSED SALVAGE DEALER DUTIES:** The licensed salvage dealer shall accept all vehicles including but not limited to mopeds, motorcycles, all terrain vehicles, boats, boat trailers and house trailers deemed unclaimed or abandoned junk motor vehicles with affidavit and/or salvage certificate of title issued pursuant to the Ohio Revised Code Sections 4513.61 or 4513.63 and shall dispose of said unclaimed or abandoned junk motor vehicles in conformity with the Ohio Revised Code. The licensed salvage dealer shall be responsible for the removal of the unclaimed or abandoned junk motor vehicle described in the unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title in its entirety from the towing/storage facility. The licensed salvage dealer shall maintain a record of the date of receipt, vehicle identifications number (VIN) and description, including the manufacturer, the year, the make and model, the style and the color of each unclaimed or abandoned junk motor vehicle picked up and disposed of under the conditions set forth in this contract.
- 7) **COMPENSATION:** The licensed salvage dealer shall pay to the City of Avon the fair market value for each unclaimed or abandoned junk motor vehicle with unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title delivered to the licensed salvage dealer for disposal pursuant to this contract. Said payment shall be

made to the Finance Director of the City of Avon within ten (10) days after presentation of an invoice from the Avon Police Department documenting the delivery of the unclaimed or abandoned junk motor vehicle.

- 9) **INSURANCE:** There shall be maintained in full force at all times and in effect a policy of public liability insurance by a casualty insurance company authorized to do business in the State of Ohio and in the standard form(s) approved by the Ohio Department of Insurance, with the insured provision of the policy insuring the public and the City of Avon from a loss or damage that may arise to any person or property by reason of the operation of the licensed salvage operation and providing that the amount of recovery of the licensed salvage operation shall be:

- | | |
|----------------------|----------------|
| a) General Liability | \$1,000,000.00 |
| b) Property Damage | \$ 100,000.00 |

The policy of insurance shall contain an endorsement for thirty (30) days written notice to the City of Avon in the event of any material change or cancellation of the insurance policy.

The City of Avon shall be named as an additional insured on the above-described policy of insurance and the bidder shall file proof of said insurance with the City of Avon.

The bidder shall furnish to the City of Avon a current Certificate of Premium Payment from the Industrial Commission of Ohio showing compliance with the Worker's Compensation Act.

- 10) **INDEMNIFICATION:** Contractor shall indemnify and save harmless the City of Avon, its elected and appointed officials, agents, representatives and employees, from and against any and all causes of action, claims, or suits of any nature brought against the City of Avon, its elected and appointed officials, agents, representatives and employees for any injury to person(s) or death of any person(s), or any damage to property resulting from or arising out of or incurred in connection with any work or action carried on or done pursuant to this agreement, including but not limited to attorney's fees, judgments, and the cost of investigating the claim(s).

- 11) **INSPECTION OF LICENSED SALVAGE DEALER FACILITY:** The City of Avon will inspect the facilities of the bidder prior to the awarding of any contract. The City of Avon shall also have authorization at any time, unannounced, to make inspection of the contracted licensed salvage dealer facility. The inspection of the contracted licensed salvage dealer shall be recorded and copies provided to the licensed salvage dealer, the Safety Director's office and the Chief of Police. If discrepancies are found, a time limit will be made to correct any problem(s) found and provide for a re-inspection. If discrepancies are not corrected, a hearing shall be scheduled before the Safety Director for any possible consequence.

12) REGULATIONS: The licensed salvage dealer shall be in conformity with all federal, state, county and/or city regulations, including the Ohio Environmental Protection Agency, and will hold the City of Avon harmless there from.

13) SAFETY ISSUES: It is the intention of this section that safety not be sacrificed for job completion, but should be an integral part of the planning process. The contractor will be solely responsible for the safety and health of their employees and for the protection of property and the general public, complying with all O.S.H.A., federal, state, county and local safety and health laws, regulations and specifications. The contractor will cooperate fully with the City of Avon personnel and the Avon Police Department. The contractor will insure that all personal protective equipment is readily available, issued, properly fitted, maintained and worn.

EDWARD NOWAK
Name of Company Official

SUGAR RIDGE INC
Name of Company

Ed Nowak
Signature of Company Official

Bryan K. Jensen
Name of City Official

Signature of City Official

PRESIDENT
Title

440- 723 - 2615
(Area Code/Telephone Number)

10-18-2019
Date Signed

Mayor/Safety Director
Title

Date Signed

TAX AFFIDAVIT

State of OHIO

SS

County of LORAIN

I, EDWARD NOWAK PRESIDENT
(Name) (Officer or Title)

of the SUGAR RIDGE INC, first being duly sworn does
(Company Name)

depose and state that it has submitted a competitive bid for a contract, to be administered and awarded by the City of Avon, Ohio. Further, Affiant says that it was not charged with any delinquent personal property taxes, penalties or interest or owing to the County of Lorain, State of Ohio, except as hereinafter stated:

NONE

(If none, state NONE. If due, state amount due together with assessed interest and penalty).

Further, Affiant says that a copy of this statement, affirmed under oath shall be made a part of its bid and the contract to be awarded.

Further, Affiant sayeth naught.

SUGAR RIDGE INC
(Corporation or Business)

By: Ed Nowak

Title: PRESIDENT



Subscribed in my presence this 18 day of October, 2019
In and For the State of Ohio
Recorded in Lorain County
My Commission Expires
15 November 2020

Laura Kregger
(Notary Public)

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
00854736

SUGAR RIDGE INC
41524 GRISWOLD RD
ELYRIA, OH 44035-2351

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



www.bwc.ohio.gov
Issued by: BWC

Stephanie B. McCloud
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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

Ohio

**Bureau of Workers'
Compensation**

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



OHIO DEPARTMENT OF PUBLIC SAFETY
OHIO HOMELAND SECURITY

DEALER REGISTRATION


Scrap Metal / Bulk Merchandise Container


Sugar Ridge Inc

41820 Oberlin Elyria Road Elyria OH, 44035

SMBC# SMBC-2012-0000195

Effective Date: 12-29-2018 Expiration Date: 12-28-2019


Brian L. Quinn, Executive Director
Ohio Homeland Security


Thomas J. Stickrath, Director
Ohio Department of Public Safety



This registration must be prominently displayed in public view.

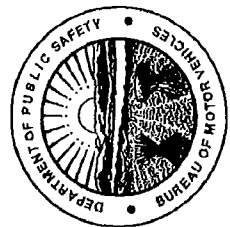
SALVAGE MOTOR VEHICLE DEALER LICENSE

THIS IS TO CERTIFY THAT THE FOLLOWING IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS OF SELLING SALVAGE MOTOR VEHICLE PARTS AND SALVAGE MOTOR VEHICLES IN THE STATE OF OHIO, SUBJECT TO THE TERMS AND CONDITIONS AS PROVIDED FOR UNDER SECTIONS 4738.01 TO 4738.18 INCLUSIVE, OF THE REVISED CODE.

SUGAR RIDGE INC
41850 OBERLIN ROAD

ELYRIA OH, 44035

PERMIT NUMBER SD000513
ISSUE DATE 07/19/18
EXPIRATION DATE 07/31/20
PLATE SERIES S6AF



JOHN R. KASICH
GOVERNOR

JOHN BORN
DIRECTOR

REGISTRAR
OHIO BUREAU OF MOTOR VEHICLES



CERTIFICATE OF LIABILITY INSURANCE

SUGAR-1 OP ID: RW

DATE (MM/DD/YYYY)

02/20/2019

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

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

PRODUCER Hovey Kaiser Insurance Associa P.O. Box 809 Elyria, OH 44036 Berry A. Taylor	CONTACT NAME: Hovey Kaiser Ins Assocs Inc	
	PHONE (A/C No., Ext): 440-366-4653	FAX (A/C No.): 440-366-5064
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westfield Companies		24112
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Sugar Ridge Inc.
41850 Oberlin Elyria Rd.
Elyria, OH 44035

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TRA4293087	02/21/2019	02/21/2020	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			TRA4293087	02/21/2019	02/21/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TRA4293087	02/21/2019	02/21/2020	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.I. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Motor Truck Cargo			TRA4293087	02/21/2019	02/21/2020	50,000	ded. 1000
A	Garagekeepers			TRA4293087	02/21/2019	02/21/2020	By Locati	100/300

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

On hook coverage follows garagekeepers

CERTIFICATE HOLDER PRINTCO print copy for proof of insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Berry A. Taylor

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