

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, July 2, 2018 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN ST.
MUNCIE, IN 47305

ORIGINAL

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggin
Ms. Steven G Craycraft
Mr. John Brooke, Attorney

TABLED BUSINESS

Medicaid for Inmates Agreement

APPROVAL OF MINUTES

MOTION: Commissioner Henry made a motion to approve June 18th, 2018 minutes.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, President King

NAYES: Commissioner Riggin

CONTRACTS OR AGREEMENTS FOR APPROVAL

Mr. John Brooke, County Attorney, said Mr. Jeff Brandon, Weights and Measures, provided an agreement to purchase a slide in unit. Mr. Brooke reviewed the contract and recommended approval of the contract for \$30,792.

MOTION: Commissioner Riggin made a motion to approve the Seraphin contract to purchase a slide in unit for Weights and Measures (see contract below).

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

Motion: Commissioner Henry made a motion to put monies from the sale of old equipment into Weight & Measures non-reverting fund.

Second: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

***The agreement was not signed by the Commissioners, however, Mr. Jeff Brandon said he electronically signed agreement, approval by Mr. John Brooke, County Attorney*

Agreement available in Auditors Office

HOLDING TANK ON WHICH THE PROVER IS MOUNTED. THE NECK IS SEALED WITH A FLAPPER AND BOOT TO PREVENT EVAPORATION AND RETAIN SATURATED AIR DURING THE DRAIN-FILL CYCLE. THE VOLUME STANDARD, HOLDING TANK AND VENT LINE CONFIGURATION IS SUCH THAT WHEN THE PROVER IS DRAINED, THE AIR IN THE STORAGE TANK, WHICH IS SATURATED WITH GASOLINE VAPOR, IS DRAWN THROUGH THE VENT LINE INTO THE PROVER, THEREBY MAINTAINING A SATURATED ENVIRONMENT WITHIN THE PROVER.

5 GALLON PROVER SPECIFICATIONS

CONSTRUCTION	BUILT TO N.I.S.T. HANDBOOK 105-3 STANDARDS AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4
CALIBRATION	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
NOMINAL CAPACITY	5 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F
MATERIAL	TYPE 304 STAINLESS STEEL
DRAIN VALVE	CENTER DRAIN, 2 INCH BUTTERFLY VALVE
DESIGN	REINFORCING RINGS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED
LEVEL	1 INCH LEVEL-ADJUSTABLE GUARANTEE TO ENSURE PROVER IS LEVEL PRIOR TO TESTING
SCALE RESOLUTION	0.5 CUBIC INCHES
REQUIRED SCALE RANGE	115 CUBIC INCHES THE GAUGE SCALE SHALL BE GRADUATED BOTH ABOVE AND BELOW THE NOMINAL CAPACITY GRADUATION BY AN AMOUNT NOT LESS THAN 1.5% OF THE PROVER VOLUME
VENT	1 INCH VENT LINE SHOULD BE USED WITH 1 INCH VAPOR HOSE
EVAPORATION CONTROL	CAP WITH CHAIN OR A SEALED RECK WITH FLAPPER AND BOOT TO PREVENT EVAPORATION AND RETAIN SATURATED AIR DURING THE DRAIN CYCLE
TEMPERATURE MEASUREMENT	(1) STAINLESS STEEL THERMOCOUPLER WELLED LOCATED SO THAT THE CLOSED END IS AT THE APPROPRIATE CENTER OF THE PROVER
DRAIN SIGHT GLASS	INSTALLED BETWEEN PROVER DRAIN VALVE AND LEVELING BALL JOINT TO ENSURE DRAIN LINE AIRS NOT BE SECONDS AFTER MAIN FLOW CESSATION DRAIN REQUIREMENTS. ALSO USED TO CHECK DRAIN VALVE FOR LEAKAGE

DESIGNED BY PROVER, INC. 10000 N. 10TH AVE. SUITE 100

A DIVISION OF EVAPORATION FABRICATORS INC.

1 of 2

COUNT OF DELIVERABLES		SERO3526 May 25, 2018
ITEM	DESCRIPTION	UNIT PRICE
LEVELING METHOD	COMPLETE STAINLESS STEEL LEVELING BALL JOINT. INCLUDES 20" STAINLESS STEEL FLANGE, BALL JOINT, RAFFINING NUT AND HARDWARE WITH WASHER. ALLERS'S LATCH PROVER TO BE EASILY LEVELED BY SLOWING DOWN BALL JOINT AND SECURED IN PLACE	
LOCKING DEVICE	EACH PROVER HAS A THREE PIECE STAINLESS STEEL LOCKING DEVICE TO STABILIZE THE PROVER DURING TRANSPORT. INCLUDES A BRACKET ON THE PROVER, A BRACKET ON THE BALL JOINT AND A "U" FITTING TO CONNECT THE TWO BRACKETS AND SECURE THE PROVER	
WRENCH	(1) WRENCH TO HELP REMOVE THE PROVERS FROM HOLDING TANKS	
HOLDING TANKS		
HOLDING TANKS (3)	50 GALLON STAINLESS STEEL STORAGE TANKS, ONE FOR EACH PROVER (TANKS ARE SLOPED AND CREASED TO PROVIDE COMPLETE DRAIN)	
HARDWARE	ALL HARDWARE TO BE STAINLESS STEEL	
LIQUID LEVEL INDICATOR	GIVES OPERATOR APPROXIMATE LIQUID LEVEL IN EACH HOLDING TANK	
TANK DRAIN LINES	2" STAINLESS STEEL 1/2" DRAIN LINES CONNECTED INDIVIDUALLY TO EACH HOLDING TANK. QUICK CONNECT MALE COUPLING WITH CAP AND CHAIN	
TANK DRAIN VALVES	2" BUTTERFLY VALVES ALUMINUM HOUSING	
DRAIN HOSES	(1) 1/2", 2" DIAMETER PETROLEUM DRAIN HOSES WITH QUICK CONNECT FITTINGS FOR EASY CHAINING OF HOLDING TANKS BACK TO THE STORAGE TANK WITH QUICK CONNECT ELBOW	
DRAIN HOSE TUBES	(2) ADDITIONAL DRAIN HOSE STORAGE TUBES, (1" DIAMETER EACH WITH A VENTED CAP ON ONE END, AND A HINGED, LOCKABLE ACCESS DOOR ON THE OTHER. ALL ALUMINUM CONSTRUCTION)	
SEALS AND ELASTOMERS	ALL TANK AND VALVE GASKETS ARE VITON. BALL JOINTS HAVE INTERNAL TEFLOON SEALING BUSHINGS	
GROUNDING REEL	50 FT. 600V IRRETRACTABLE REEL MADE OF GALVANIZED STEEL CABLE MOUNTED FOR DISSIPATION OF STATIC ELECTRICITY WITH COMPLEX ALLIGATOR CLAMP. JAWS OPEN TO 1 1/2 INCHES	
MISC. ACCESSORIES	(1) 1/2" SPANNER WRENCH, (FOR TIGHTENING OR LOOSENING THE BALL JOINTS) (1) 3/8" ALUMINUM DROP TUBE, (TO ALLOW DRAIN HOSES TO EASILY FIT INTO BLENDED GROUDED STORAGE TANKS) ALUMINUM GRIP "STEP" (IRRETRACTABLE). ENABLES OPERATOR TO COMFORTABLY AND SAFELY REACH TOP RECK OF PROVER WHEN TESTING	
OPERATOR STEP		
50 GALLON PROVER		
SIDE STEP PLATFORM AND RAILING	ADDED STEP AND RAILINGS FOR SAFETY FOR CALIBRATING LARGE UNIT	
CONSTRUCTION	BUILT TO N.I.S.T. HANDBOOK 105-3 STANDARDS, OPM 11-170 AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4	
CALIBRATION	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY	
NOMINAL CAPACITY	50 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F	
NOMINAL DIAMETER	36 INCHES	
NOMINAL HEIGHT	51 INCHES	
PROVER WEIGHT (DRY)	100 LBS	
APPROXIMATE SHIPPING	42" W X 42" L X 57" H 320 LBS CRATED	
MATERIAL	TYPE 304 STAINLESS STEEL	
DRAIN VALVE	CENTER DRAIN, 2 INCH BUTTERFLY VALVE	

ORIGINAL

SERAPHIN®

www.seraphinusa.com

609-267-0922

PO BOX 828477, PHILADELPHIA, PA 19182-8477

Quote SERQ3526

Valid through June 24, 2018

Prepared For:
COUNTY OF DELAWARE
Phone: 765-747-7714
100 W MAIN STREET
ROOM 302A
MUNCIE, IN 47305
jbrandon@co.delaware.in.us

Prepared By:
Ronald Gibson
Sales Director
Phone: 609-267-0922 x117
Fax: 609-261-2546
Email: rgibson@seraphinusa.com



Click here to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Details

SERAPHIN®
A DIVISION OF PAMBERTON FABRICATORS INC.
100 W MAIN STREET
ROOM 302A
MUNCIE, IN 47305
Phone: 765-747-7714
Fax: 765-2841875

Quote Prepared For:
COUNTY OF DELAWARE

100 W MAIN STREET
ROOM 302A
MUNCIE, IN 47305

Phone: 765-747-7714
Fax: 765-2841875

QUOTE
Number SERQ3526
Date May 25, 2018
All Checks Should be Made Payable to Pamerton Fabricators Inc.

Your Sales Rep:



Ronald Gibson
609-267-0922 ext 117
rgibson@seraphinusa.com

[Handwritten signature]

SS SLIP-ON TESTING UNIT-240 GALLON

COUNTY OF DELAWARE SERQ3526 MAY 25, 2018

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
		SLIP-ON CALIBRATION UNIT, WITH THREE (3) SPECIAL J VEP® 5 GALLON STAINLESS STEEL PROVERS, AND THREE (3) 80 GALLON STAINLESS STEEL HOLDING TANKS	
		(3) VEP® PROVERS (PATENTED IN THE USA & CANADA)	
		DESCRIPTION: THE VEP® HAS A CAP MOUNTED ON ITS NECK THAT CREATES A SEAL AROUND THE DISPENSER NOZZLE AS THE PROVER IS FILLED AND DRAINED ALSO A VENT LINE IS FITTED FROM THE TOP OF THE PROVER TO THE PRODUCT	

DESIGN REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.
 TEMPERATURE MEASUREMENT (1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROPRIATE CENTER OF THE PROVER.
 LEVEL INDICATION (2) SPIRIT LEVELS
 VOLUME INDICATION ALUMINUM GRADUATED SCALE
 SCALE RESOLUTION 2 CUBIC INCHES
 REQUIRED SCALE RANGE 1 AS CALIBRATED, THE GAUGE SCALE SHALL BE GRADUATED BOTH ABOVE AND BELOW THE NOMINAL CAPACITY GRADUATION BY AN AMOUNT NOT LESS THAN 1.5 IN OF THE PROVER VOLUME
 TOLERANCE 0.0% SCALE ACCURACY
 DATA PLATE ENGRAVED BRASS
 GAUGE GLASS FITTING STAINLESS STEEL

CREATED ON 05/20/15, CREATED BY: GUYMON, J.

REVISED ON 05/20/15, REVISED BY: GUYMON, J.

2 of 9

COUNTRY OF DELAWARE		SERAPHIN MAY 25, 2015	
QTY	UNIT PRICE	QTY	UNIT PRICE
1		1	
LIFTING LOOPS		(2) LIFTING LOOPS ATTACHED TO TOP BAND OF PROVER	
SIGHT FLOW INDICATOR		FOR OBSERVING FLUID FLOW DOWNSTREAM OF THE SHUT OFF VALVE	
FILL		STAINLESS STEEL "TOP LOADING-SUBMERGED FILL" PIPE PASSES THROUGH THE UPPER CONE AND EXTENDS TO THE BOTTOM CONE, REDUCING FILLING VOLUME FILLING.	
NECK COVER		STAINLESS STEEL HINGED LOCKING COVER FOR TOP OF TEE TO PREVENT CONTAMINATION OR DAMAGE DURING TRANSPORTATION. ANOTHER COVER PROTECTS THE GAUGE GLASS FROM ACCIDENTAL BREAKAGE AND CAN BE SECURED WITH A LOCK FOR SAFETY.	
CRANK LEGS		(3) ADJUSTABLE SLOTTED DOWN LEGS FOR LEVELING PROVER. ADJUSTMENTS ARE MADE BY CRANK HANDLES ON EACH LEG	

OPTIONAL: ADD EVERYTHING BELOW THIS NOTE TO THE FINAL DOLLAR AMOUNTS IF NEEDED

E300880

SLIP ON SPECIAL 1 PROVER COVER

\$2,850.00

HELP PREVENT YOUR 5 GALLON VAPOR/VOL* PROVERS FROM BEING STOLEN OR VANDALIZED.

PROTECT YOUR 5 GALLON VAPOR/VOL* PROVERS FROM THE ELEMENTS AND ROAD DEBRIS.

IMPROVE TEMPERATURE STABILITY FOR YOUR 5 GALLON VAPOR/VOL* PROVERS BY COVERING FROM DIRECT SUNLIGHT
 POWDER COATED STAINLESS STEEL AND ALUMINUM DIAMOND PLATE CONSTRUCTION TO PROTECT YOUR INVESTMENT FOR YEARS.

SERAPHIN
 EST. 1915
 A DIVISION OF PEMBERTON FABRICATORS INC.

SHIPPING AMOUNT: \$2,500.00

TAX AMOUNT: \$0.00

UNIT AMOUNT: \$28,292.00

GRAND TOTAL: \$30,792.00

DELIVERY 14-16 WEEKS AFTER RECEIPT OF DEPOSIT

INTERNATIONAL FREIGHT QUOTES THAT ARE OLDER THAN 30 DAYS NEED TO BE REQUOTED PRIOR TO ORDER PLACEMENT

All International Orders and Custom Orders require a deposit of at least 50% in order to start manufacturing with the remaining balance to be paid prior to shipment

All other orders require to be paid 100% before shipping

All Customers are responsible for Duties and Packaging of the unit sold

ALL INTERNATIONAL ORDERS ARE DELIVERED TO THE NEAREST AIRPORT OR SEA PORT

CUSTOMER IS RESPONSIBLE FOR CLEARING CUSTOMS AND ALL OTHER FEES ASSOCIATED WITH SHIPMENT

General Sales Terms: Pricing Valid for 30 days; F.O.B. - Rancocas, NJ - Shipping Additional; US Dollars
 Custom Orders: 50% deposit in advance of manufacture, balance due before shipping.
 Credit Cards: Visa & MasterCard Accepted (limits may apply). - Delivery to be confirmed upon receipt of order
 Price and Delivery have been quoted based upon the application of our attached terms and conditions only.
 Please note - Your crating is in compliance with US Domestic and International crating to comply with USDA regulations at 7 CFR 5.319 and the International Plant Protection (IPPC) standard ISPM 15 for export.
 PLEASE NOTE WHEN REQUIRING OUTSIDE CALIBRATION MAY HAVE AN EXTENDED LEAD TIME BASED ON AVAILABILITY OF CALIBRATION LABS. SERAPHIN CANNOT BE RESPONSIBLE FOR 3RD PARTY LABORATORY SCHEDULES

All Checks Should be Made Payable to Pemberton Fabricators Inc.

Approval Signature

Date

Printed Name

CREATED ON 05/20/15, CREATED BY: GUYMON, J.

REVISED ON 05/20/15, REVISED BY: GUYMON, J.

3 of 9



A DIVISION OF PEMBERTON FABRICATORS INC.

PEMBERTON FABRICATORS, INC. (SELLER) INCLUDING THE DIVISIONS OF AMERIND AND SERAPHIN TEST MEASURE - TERMS AND CONDITIONS OF SALE - (Pemberton Fabricators TC Rev 03-01-17)

EXCLUSIVE AND ENTIRE: The following Standard Terms and Conditions are intended by the parties to govern all the purchases of equipment, parts or service from Seller, and together with the specifications provided or embodied herewith, represent the entire understanding of the parties without exception. All other terms and conditions are specifically rejected, and by proceeding with the transaction in any manner, both Seller and Buyer agree that these Standard Terms and Conditions shall control. The price charged by Seller to Buyer is based on these Standard Terms and Conditions.

PAYMENT TERMS: Net 30 days. A "late payment" in the form of interest at the rate of 2% per month or a service charge of like amount will be levied on all late payments (the type of charge being consistent with the applicable local law). Attention to these terms will eliminate delays in starting up any equipment or providing further service or parts. **NOTE:** Terms pending credit approval.

TAXES: The quoted prices do not include state or local sales, duties, use, excise or similar taxes. To avoid any inconvenience, please supply us with one of the following documents:

1. A tax exemption certificate from your state or
 2. A statement on your order or letterhead that your firm will pay the appropriate state/use tax in accordance with the current tax laws.
- Unless we are provided with one of these documents, any such taxes imposed upon Seller may be added to our invoice by a separate item.

TERMINATION: In the event that this purchase is terminated by Buyer for any reason, including Buyer's failure to make partial payments as specified, Seller will make a reasonable effort to minimize the damages payable by Buyer. However, Buyer shall be liable for all expenses, overheads and allowance of a reasonable profit on work performed up to the date of termination. Buyer agrees to pay Seller's invoice in accordance with invoice terms.

WARRANTY: Seller warrants to the original Buyer that the equipment, parts supplied shall conform to the description in the quotation. In the event that any part or parts, excepting expendable items that fail due to defects in material or workmanship within the first twelve (12) months of startup of equipment or eighteen (18) months after shipment, whichever occurs first, or in the case of parts, within twelve (12) months of supplying part, Seller shall at its option, repair or replace EXW (Ex works), such defective part or parts. The warranty obligations of Seller with respect to equipment not manufactured by Seller shall conform to and be limited to the warranty actually extended to Seller by its suppliers. Notice of a claim for alleged defective equipment must be given within fifteen (15) days after Buyer learns of the defect. The defective part or parts shall be returned to Seller, freight prepaid, unless otherwise directed by Seller. This warranty shall be exclusive and in lieu of any other warranties and Seller makes no warranty of merchantability or warranties of any other kind express or implied, including any implied warranty of fitness for a particular purpose which extend beyond the warranty as set forth above. Seller's liability for any and all losses and damages to Buyer resulting from defective parts of equipment shall in no event exceed the cost of repair or replacement, EXW of defective parts or equipment. This warranty shall not apply to products which have been abused, altered, misused in application, improperly maintained or repaired, or operated other than in accordance with Seller's operating instructions.

4 of 9



A DIVISION OF PEMBERTON FABRICATORS INC.

PATENTS: Seller agrees to indemnify Buyer against any proven claim and assessed liability for infringement of any United States patent arising from the manufacture or sale of any apparatus furnished by Seller to Buyer. **THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT.** Seller shall have no liability whatsoever if the claim of infringement arises out of Seller's compliance with Buyer's specifications. Seller shall have no liability whatsoever if a claim of infringement is based upon the Buyer's use of the equipment as part of a patented combination where the other elements of the combination are not supplied by Seller, or in the practice of a patented

process unless Seller supplies the process. Where the specifications, process, design are supplied by Buyer, then Buyer agrees to indemnify Seller in like manner.

PROPRIETARY RIGHTS: Unless otherwise stated herein all design, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling or other hardware, software, or information (collectively referred to as "resources") acquired or utilized by the Seller to produce the finished goods, and any intellectual property rights, including but not limited to patents, copyrights and trade secrets related in any way to the resources, are and shall hereinafter remain the exclusive property of the Seller, regardless of whether such resources are created solely by the Seller, or by Buyer's collaboration with the Seller, for example, where Seller utilizes Buyer's specifications to create resources, and the Buyer shall acquire or receive no rights or title therein or thereto as a result of this purchase whether or not the order provides for Seller's delivery of technical data, drawings or other information to the Buyer in addition to the finished goods. Unless Seller's prior written consent is given, in no event shall the Buyer permit such data, drawings or information to be: (1) disclosed to any third party other than the Buyer's customer; (2) used by the Buyer or the Buyer's customer for manufacture of like or similar goods; (3) used for purposes of duplicating or reverse-engineering Seller's proprietary designs or processes; or (4) used by a party other than the Buyer or the Buyer's customer for any purpose.

CONFIDENTIALITY. Except as otherwise agreed or set forth herein, all information and ideas disclosed by Buyer in connection with this order may be considered by Seller to be in the public domain. Any notice that Buyer desires Seller to handle certain information or ideas as confidential or proprietary information of Buyer must be in writing and specifically acknowledged by an officer of Seller. Buyer agrees to process the personal data of Seller only on a need-to-know basis and in accordance with applicable laws and regulations. Seller and Buyer agree that the other Party may use any contact information such as names or addresses provided by the other for purposes reasonably related to the purpose of this order and may store such information in globally-accessible databases.

LIMITATION OF LIABILITY: SELLER'S TOTAL AGGREGATE LIABILITY (ARISING OUT OF OR IN CONNECTION WITH BUT NOT LIMITED TO ANY BREACH OF CONTRACT, NEGLIGENCE, TORT, LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE, TERMINATION, CANCELLATION INCLUDING THE REPAYING OF THE CONTRACT PRICE OR PARTS THEREOF, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE, BREACH OF WARRANTIES, MISREPRESENTATION, NONPERFORMANCE, NONPAYMENT, OR ANY OTHER) WHATEVER BASED IN CONTRACT, IN TORT, IN EQUITY, ON STATUTE, AT LAW OR ON ANY OTHER THEORY OF LAW, SHALL NOT EXCEED THE PAID CONTRACT PRICE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THE AGREEMENT MAY BE BROUGHT BY BUYER. NEITHER BUYER NOR SELLER WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER. NO ACTION, REGARDLESS OF FORM,

5 of 8



A DIVISION OF PEMBERTON FABRICATORS INC.

ARISING OUT OF THE TRANSACTIONS OF THE AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

THE BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AVAILABLE TO THE BUYER AT LAW, IN CONTRACT, IN TORT, IN STATUTE OR IN EQUITY OR IN ANY OTHER THEORY OF LAWS.

INSURANCE: Buyer represents that they have a program of insurance which adequately protects their interest, and that of their employees and agents, including damage to plant, property and equipment, personal injury of any kind, directly or indirectly related in any way to the equipment, service, repair or parts supplied by Seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith.

TITLE AND RISK OF LOSS. Except as to Software (for which title shall not pass; the use therefore being subject to license as otherwise defined herein), title to equipment shall remain in Seller until fully paid. Notwithstanding delivery terms or payment of transportation charges and expenses, risk of loss or damage passes to Buyer upon delivery to carrier.

U.S. EXPORT CONTROLS: Seller and Buyer agree to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign

Without limiting the foregoing, Seller and Buyer agree that they will not transfer any export-controlled information, data, or services to each other or another party (including transfer from or to foreign persons employed by, associated with, or under contract to that party or its affiliated companies), without the authority of an Export License, agreement, or applicable exemption or exception.

Business Practice. Buyer and Seller shall comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations. Specifically, Buyer and Seller warrant that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, or authorize to give, any payments, gifts, property, or thing of value, directly or indirectly, to any person, official, employee or representative of any government or agency or instrumentality thereof, or to any employee, agent, or representative of the other Party, for the purpose of securing any business or influencing such person with respect to the terms, conditions, or performance of any contract, including this order. If Buyer breaches the terms of this section, Seller may immediately terminate this order without any liability.

FORCE MAJEURE: If the performance of any part of this contract by Seller is rendered commercially impracticable by reason of any strike, fire, flood, accident, or any other contingency, the non-occurrence of which was a basic assumption of this contract including war, embargo, government regulation, or any unforeseen shutdown of major supply sources or other like causes beyond the control of Seller such as cannot be circumvented by reasonable diligence and without unusual expense, Seller shall be excused from such performance in whole or in part to the extent that it is prevented and for as long a period of time as these conditions render Seller's performance commercially impractical.

6 of 9



LAW: This Agreement shall be governed by the laws of the State of New Jersey USA, with venue exclusively in the US District Court of New Jersey or the New Jersey State Courts in Burlington County, New Jersey. Seller and Buyer specifically accept INCOTERMS 2010 for the purchase of goods and services between the Parties. The Convention for the International Sale of Goods (CISG) is expressly rejected.

SEVERABLE AND INDEPENDENT PROVISION: WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. ALL SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

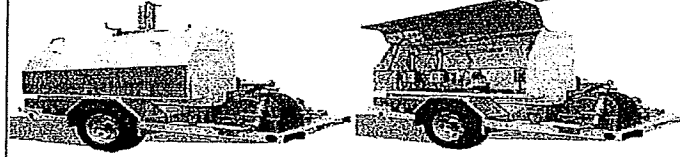
SERAPHIN®
EST. 1915

38 Indel Ave
PO Box 827
Rancocas, NJ

Voice: 609-267-0922
Fax: 609-261-2546
sales@seraphinusa.com

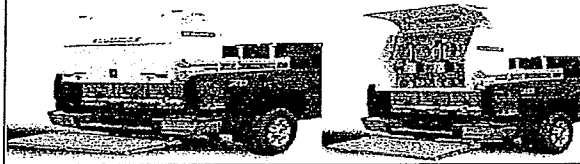
Seraphin® Special J Covers

SIDE ACCESS TRAILER SPECIAL J COVERS



TOP PANEL AND
BOTTOM PANEL FOLD
UP ASSISTED BY GAS
SPRINGS

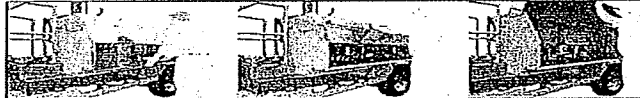
SLIP ON UNIT SPECIAL J COVERS



FEATURES

• HELD PROVENT YOUR 5 GALLON
VEPS IN RIG. PROTECTS FROM BEING
STOLEN OR VANDALIZED
• PROTECT YOUR 5 GALLON VEPS
• SHIP PROTECTS FROM THE ELE-
MENTS AND ROAD DEBRIS
• IMPROVE TEMPERATURE STABILITY
FOR YOUR 5 GALLON VEP+VEPS
• PROTECTS BY COVERING FROM DI-
RECT SUNLIGHT
• GAS STRUTS FOR EASY LIFTING
• (2) ALTERNATIVE STYLE ROTARY
LATCHES WITH CENTER STAINLESS
STEEL LOCKING PADLOCK LATCH TO
OPEN
• POWDER COATED STEEL AND
ALUMINUM DIAMOND PLATE
CONSTRUCTION TO PROTECT YOUR
INVESTMENT FOR YEARS.

EASY OPENING AND CLOSING WITH GAS STRUTS



MEMBER
PEI
PULP & PAPER INDUSTRY

A DIVISION OF PEMBERTON FABRICATORS INC.

THE CAPS OF THIS UNIT MAY BE REPOSITIONED AT ANGLE OR ANY OTHER 360° POSITION - 0° BEING THE POSITION OF THE ORIGINAL AND CAPS PRESERVING THE WEAR SURFACES WITH PEMBERTON FABRICATORS, INC.
TEL: 609-267-0922 JANUARY 2015



[illegible]

Acceptance Detail

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

- ☒ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 157.91.22.209

PO Number

(Optional: Enter PO Number as your reference only.)

DEPARTMENT HEADS AND ELECTED OFFICIALS

NONE

MONTHLY/WEEKLY REPORTS

Weights & Measures May 16, 2018 – June 15, 2018

Weights & Measures June 16, 2017 – June 15, 2018/Yearly Report

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$1,643,507.27.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

QUESTIONS, PUBLIC COMMENTS

ANSWERS, OTHER BUSINESS & DISCUSSION

ALL PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES

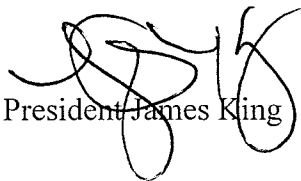
Mr. Perry Evans asked the status of the new CFO, CAFO Ordinance. Mr. Evans provided a parcel number of farm ground with a structure, located on the line of Blackford County.

RECESS

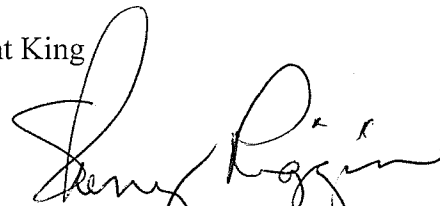
MOTION: Commissioner Riggin made a motion to recess until July 16, 2018.

SECOND: Commissioner Henry

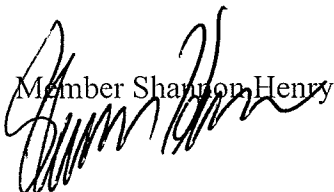
YEAS: Commissioner Riggin, Commissioner Henry, President King



President James King



Vice-President Sherry Riggin



Member Shannon Henry



County Auditor Steven G Craycraft