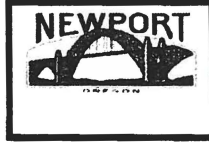


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**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Storage Tank Agreement Date: 8/8/22

Statement of Purpose: We will be replacing our 150 gal hydrochloric acid tank with a 250 gal tank. This new tank will be leased to us by Northstar Chemical.

Department Head Signature: [Signature] 8-10-22

Remarks, if any: Supplier is requesting change due to cost of travel to the coast.

City Attorney Review and Signature: [Signature] Date: 8/30/2022

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

\_\_\_\_\_  
Name/Position  
Date: \_\_\_\_\_

Budget Confirmed: Signature [Signature] Yes ☒ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☐ No ☐ N/A ☒

City Council Approval Needed: Yes ☐ No ☒ Date: \_\_\_\_\_

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 8-31-22

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date posted on website: \_\_\_\_\_





## STORAGE TANK AGREEMENT

The agreement made by and between **City of Newport Aquatic Center, 225 SE Avery Street, Newport, Oregon 97365**, hereafter referred to as "Buyer", and **NORTHSTAR CHEMICAL, 14200 SW Tualatin-Sherwood Road, Sherwood, OR 97140**, hereafter referred to as **NORTHSTAR CHEMICAL** and, or "Seller".

- 1) Buyer agrees to purchase from Northstar Chemical the "Product" (identified below) on the following terms for at least an initial one (1) year period beginning on the last dated signature at the end of this Agreement, with automatic successive one (1) year renewal periods in the absence of either party providing a written notice of nonrenewal to the other not less than sixty (60) days prior to the Agreement's anniversary date.

**Equipment:**

<b>250 GL Polyprocessing "Safe-Tank"</b>	<b>Plumbed to customer requirements and</b>	<b>Reverse Level Indicator (RLI)</b>
<b>Fume-Tight design for Hydrochloric Acid</b>	<b>connect to current scrubber system.</b>	<b>Guide Pipe(s) for drawing product</b>
		<b>Fill Connection</b>

(hereafter referred to as the "Storage Tank(s) and/or Equipment")

- 2) Buyer agrees to use the Storage Tank(s) only for the storage of Products listed below and obtained from Northstar Chemical:

**Product(s):**

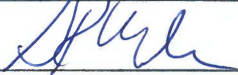

<b>Hydrochloric Acid 15%</b>	<b>Item Code: 20215</b>	<b>Approximate annual volume: 700 Gallons</b>
<b>Fuel Surcharge</b>	<b>\$65.00 per delivery</b>	

(hereafter referred to as the "Product(s)")

- 3) Northstar Chemical makes no warranty (including expressed or implied warranties) of any kind and does not accept any liability for damages to persons and property, resulting from any other party, person or entity, including Buyer or its agents, filling the Storage Tank(s) improperly storing material or filling the Storage Tank(s) with incompatible material, or mishandling the Storage Tank(s) and Equipment.
- 4) The buyer agrees to keep any secondary containment vessel clean and dry of all materials and any drain valve on containment closed at all times except with respect to monitored removal of accumulated materials. The buyer is responsible for complying with all federal, state or local regulations in the treatment or disposal of such materials.
- 5) Storage Tank(s) and Equipment will remain the sole property of NORTHSTAR CHEMICAL while in Buyer's possession. No party other than NORTHSTAR CHEMICAL or its agent(s) may fill said Storage Tank(s). The buyer shall do all things reasonably necessary to protect the title of NORTHSTAR CHEMICAL to said Storage Tank(s) and Equipment.
- 6) Buyer agrees to notify NORTHSTAR CHEMICAL immediately by telephone, and in writing (within 24 hours) of any defects, problems or complaints related to the Storage Tank(s) and Equipment, and agrees that it will have no remedy against NORTHSTAR CHEMICAL unless such notice is given. NORTHSTAR CHEMICAL may enter Buyer's premises to maintain and / or repair said Storage Tank(s) and Equipment at any reasonable time. NORTHSTAR CHEMICAL will carry a General Liability Insurance policy of \$1,000,000 per occurrence for damages, which result from any incident caused by NORTHSTAR CHEMICAL. NORTHSTAR CHEMICAL's responsibility is limited to maintenance and repair of the Storage Tank(s). The buyer will maintain and repair any air abatement device including proper solution level and/or pH, site tube, pumps, piping or any other equipment. The buyer also agrees to maintain prudent levels of public liability and property damage insurance throughout the term of the Agreement.
- 7) Buyer shall assist NORTHSTAR CHEMICAL and take full responsibility in the determination of the locations of said Storage Tank(s) and Equipment on the property of Buyer and shall be responsible for acquiring and complying with any required permits for the equipment or installation. The buyer shall not move Storage Tank(s) and Equipment without the prior written consent of NORTHSTAR CHEMICAL.
- 8) Should Buyer decide to discontinue the purchase of NORTHSTAR CHEMICAL's Product(s) in accordance with the terms of this Agreement, Buyer shall purge and clean the Storage Tank(s) of all Product and residue and return to NORTHSTAR CHEMICAL freight prepaid, or allow NORTHSTAR CHEMICAL free access to remove said Storage Tank(s) and Equipment with Buyer to pay for reasonable transportation, pump-out and disposal costs.

Accepted (for Buyer): **City of Newport**

Accepted (for Seller): **Northstar Chemical**

Print	Spencer R. Nebel	Print	Sam DeBellis
Signature		Signature	
Date	08-31-22	Date	August 29, 2022



## CONDITIONS TO STORAGE TANK AGREEMENT

- A. The buyer shall be entitled to rely on the manufacturer's warranty for the Equipment. Northstar Chemical specifically disclaims all guarantees and warranties, expressed or implied, including warranties of fitness for a particular purpose. The buyer agrees to assert any warranty claims against the manufacturer of the Equipment and agrees not to assert any such claim against Northstar Chemical. Buyer agrees to indemnify, defend and hold harmless Northstar Chemical from any claim or demand relating to damages from anything other than Northstar Chemical's maintenance or repair of the Storage Tank(s). This indemnification will include any reasonable attorneys' fees and costs. This indemnification will apply unless Northstar Chemical is found to be solely negligent.
- B. Buyer shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of Seller.
- C. It is expressly understood that any technical advice furnished by Seller with reference to the use of its Product is given gratis and as a courtesy and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.
- D. The waiver of any breach of the terms and conditions of this Agreement shall not be deemed to be a waiver of any subsequent breach of the terms and conditions hereof.
- E. This Agreement constitutes the entire contract between the parties for sale and purchase of Equipment specified herein. It shall not be altered or amended, nor its terms waived, except by an instrument in writing, signed by the parties to be bound thereby. No terms or conditions other than those contained in this Agreement, and no agreement or understanding in any way modifying, conflicting with or changing the terms and conditions of the Agreement, shall be binding on Seller or otherwise alter, or restrict the terms of this Agreement unless specifically agreed to in writing by the Seller.
- F. Northstar Chemical responsibility is specifically limited only to damages which result from Northstar Chemical filling the equipment and if Northstar Chemical is found to be negligent.
- G. Seller holds the right to remove the storage tank in the event that the Seller determines that the Buyer is not handling, storing or applying the Product in a safe, lawful or responsible manner and if the Customer's purchase of the product is below the Buyer's stated Total Annual Requirement.
- H. The Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors. If any provision in this Agreement is invalid or unenforceable in any respect, the validity or enforceability of the remaining provisions of this Agreement shall not be affected. The Agreement shall be governed by the laws of the State of Oregon.

Accepted by (initials):

Date:

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