

**MINUTES OF THE PROPERTY & EXTENSION COMMITTEE MEETING  
SCIOTO COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES  
August 21, 2025**

The Property & Extension Committee of the Scioto County Public Library met in an official committee meeting on this date at 12:00 p.m. to discuss the Portsmouth Library Roof, Ratify Utility Supplier Agreements, and South Webster Signage. The following committee members were present: Ms. Ruthann Brush – Chair and Mrs. Jennifer Schackart – Member. Dr. Charles Kemp – Member was absent. Ms. Ruthann Brush called the meeting to order. Mr. Ryan Salmons – President of the Board, Ms. Joan Roberts – Vice President of the Board, and Mrs. Kara Tieman – Board Member were also present. Representing the library were Paige Williams – Director, Travis McNeilan – Fiscal Officer, Keely Woloschek – HR Manager, Katie Williams – Marketing Manager, and Becky Schultz – IT Coordinator. There were no visitors present.

- 1) Portsmouth Roof Replacement – The committee discussed and review two quotes from Duro-Last to replace the flat roof at the Portsmouth location. The committee recommends to the full board the following quote from Duro-Last for 15 year consequential damages + 5 years of material & labor:



July 21, 2025

Ms. Tami Isaac  
Maintenance Manager  
Scioto County Public Library  
1220 Gallia St  
Portsmouth, OH 45662  
Tel: (740) 370-6736  
Cell: (740) 285-0405  
[tisaac@yourppl.org](mailto:tisaac@yourppl.org)

Re: Duro-Last Roofing Project for the Scioto County Public Library

Dear Ms. Tami Isaac:

AMRIZE BUILDING ENVELOPE LLC d/b/a DURO-LAST ROOFING has developed the following pricing proposal to re-roof Scioto County Public Library in Portsmouth, Ohio. This pricing proposal was developed using Duro-Last's contract number 210205 with The Interlocal Purchasing System (TIPS) and includes the total cost to purchase and install the Duro-Last roofing system.

Duro-Last Holcim Solutions and Products US will provide the Duro-Last roofing system and its installation to Scioto County Public Library at RS Means pricing using the Chillicothe City Cost Index.

Installation of the Duro-Last Roofing System will be provided by Cosam Contracting South of Portsmouth, Ohio, an authorized Duro-Last Holcim Solutions and Products US, contractor who has achieved Elite Contractor status with Duro-Last based on their quantity and quality of commercial installations.

Attached is the Duro-Last Roofing specification which defines the work that Duro-Last Roofing proposes to complete. When the installation is complete, a Duro-Last Roofing Technical Representative will inspect the installation for completeness and conformity to Duro-Last Roofing specifications. Following acceptance of the roof, Duro-Last Roofing will issue a warranty to Scioto County Public Library

The Duro-Last Roofing 15 + 5-year warranty provides for consequential damage coverage for the first 15 years and provides for the repair or replacement of the roofing system, and the labor to install it, in the event of a defect in the Duro-Last products for the last five years. The Duro-Last Roofing 15+5 Warranty is available at an additional cost, which has been included in this proposal's pricing.



Based on this scope of work, pricing for Duro-Last Holcim Solutions and Products US, to complete the Scioto County Public Library re-roofing project is:

15+5 Material Warranty Bid Price	15+5 Material and Labor Warranty Bid Price
\$194,782.81	\$196,042.74

This proposal's pricing will be honored if the project is awarded and materials are ordered by November 19, 2025. Proposal pricing is subject to change after this date.

Duro-Last Holcim Solutions and Products US will invoice Scioto County Public Library for materials shipped and 30% mobilization upon initial shipment. Duro-Last will invoice monthly for additional materials shipped and completed labor.

Notwithstanding the above referenced base price, all non- Duro-Last Roofing materials, including any third-party materials purchased for the project, will be invoiced by Duro-Last Roofing to Scioto County Public Library at the market price paid by Duro-Last Roofing at time of payment to any such third-party supplier.

This proposal's pricing includes up to two site visits by Duro-Last Roofing personnel to confirm the installation meets the project's specification.

Any alterations or deviation from the scope of work involving extra costs including, but not limited to, additional materials and labor will be executed only upon written change-orders submitted to Duro-Last Roofing which will result in an extra charge over this proposal.

The base price does not include any allowances for roof deck replacement or for other hidden damages.

Cosam Contracting is responsible for obtaining any necessary permits, engineering fees, or tests needed to meet state and local codes.

The base price includes performance and payment bonds. Any bonds for this project shall only apply for a one-year maintenance period commencing on the date of substantial completion of the project. Bond coverage shall not be extended to the 20-year warranty period subsequent to the one-year maintenance period.

Duro-Last Roofing and Cosam Contracting South are not responsible for the following:

- HVAC alteration and related utility work
- Lightning, lightning protection, or electrical alterations or recertification
- Satellite dishes or antenna recalibration
- Removal of material containing asbestos or asbestos testing
- Ponded water due to previous existing substrate conditions

525 Morley Drive, Saginaw, MI 48601

Phone: 800-248-0280 • Fax: 800-432-9331 • [www.duro-last.com](http://www.duro-last.com)

Other Locations: Grants Pass, OR • Jackson, MS • Sigourney, IA • Carrollton, TX  
Ludlow, MA • Largo, FL • Kernersville, NC





All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with Duro-Last Roofing published specifications. Duro-Last Roofing shall not be responsible for delays relating to weather, accidents, or other events beyond our control.

If this proposal is accepted, the Duro-Last Roofing TIPS price schedule, terms, and conditions will be applied. In addition:

1. The Scioto County Public Library's TIPS membership will need to be verified.
2. A purchase order and tax exempt certificate will need to be issued to Duro-Last Roofing.
3. The purchase order should be clearly marked "Per TIPS Contract".
4. E-mail the purchase order in PDF format to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) for review and approval.
5. Duro-Last Roofing will issue a Notice to Proceed to Cosam Contracting South after receiving the approved purchase order from TIPS.

If you have any questions regarding this proposal, please contact me at (800) 248-0280 ext. 2232 or [marrea.hammond@amrize.com](mailto:marrea.hammond@amrize.com). If this proposal is acceptable, please sign below and return with the aforementioned documents.

**The Scioto County Public Library Re-Roofing Project:**

15+5 Material Warranty Bid Price	15+5 Material and Labor Warranty Bid Price
<input type="checkbox"/> \$194,782.81	<input type="checkbox"/> \$196,042.74

Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Best Regards,

*Marrea Hammond*

Marrea Hammond  
Cooperative Purchasing Representative  
Duro-Last Roofing

cc: Richard Rutherford, Cosam Contracting South



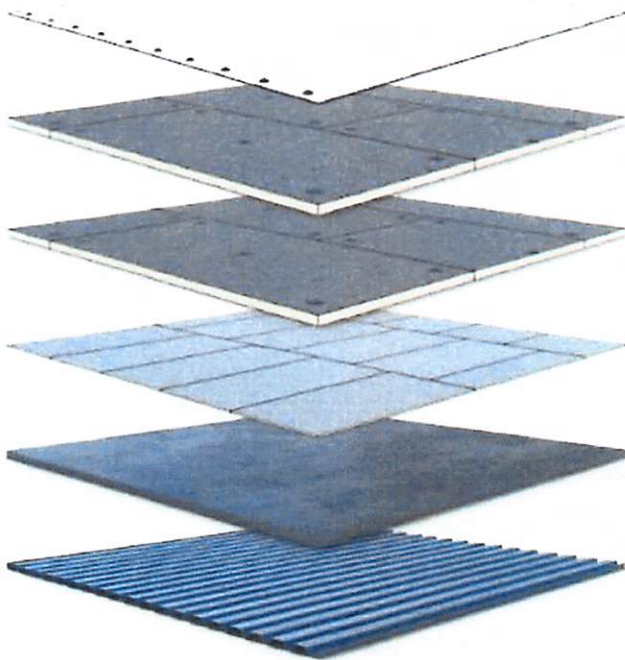
3-part Specification

# Scioto County

LIBRARY

1220 Gallia St.  
Portsmouth, OH 45662

Prepared for: Richard Rutherford | Cosam Contracting South  
Prepared by: Marrea Hammond | Duro-last Division of Holcim Solutions LLC



## PART 1 GENERAL

### 1.1 SUMMARY

A. Membrane Type: Duro-Last 50-Mil

1. Roll Width: 60" (Installed widths may vary)

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525 Morley Drive, Saginaw, MI 48601  
Phone: 800-248-0280 • Fax: 800-432-9331 • [www.duro-last.com](http://www.duro-last.com)  
Other Locations: Grants Pass, OR • Jackson, MS • Sigourney, IA • Carrollton, TX  
Ludlow, MA • Largo, FL • Kernersville, NC



2. Membrane Color: White
3. Attachment Type: Mechanically Fastened
- B. Insulation Layer 1 Type: Duro-Guard® ISO II (Fiber-Reinforced Facer)
  1. Board Application: Flat Stock
  2. Board Style: Layer Thickness
  3. Board Size: 4' x 8'
  4. Thickness: 2.00"
  5. Attachment Type: Mechanically Fastened
- C. Insulation Layer 2 Type: Duro-Guard® ISO II (Fiber-Reinforced Facer)
  1. Board Application: Flat Stock
  2. Board Style: Layer Thickness
  3. Board Size: 4' x 8'
  4. Thickness: 2.00"
  5. Attachment Type: Mechanically Fastened
- D. Insulation Layer 3 Type: Duro-Guard XPS 3/8" Fanfold
  1. Board Application: Flat Stock
  2. Board Style: Layer Thickness
- E. Existing Roof Type: EPDM
- F. Deck Type: Steel Deck (undefined ga)
- G. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- H. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- I. Traffic Protection.

### **Scope of Work provided by Cosam Contracting South**

#### **Main Roof**

1. Remove existing EPDM and two layers 1 1/2" ISO down to existing BUR and dispose of properly.
2. Install 2 layers 2" ISO mechanically attached.
3. Install 50 mil Duro-Last system mechanically attached and mechanically welded.

#### **Well areas**

1. Install 3/8" Duro-Guard XPS mechanically attached.
2. Install 50 mil Duro-Last system mechanically attached and mechanically welded.

#### **Shingle valleys**

1. Install 3/8 Duro-guard XPS mechanically attached.
2. Install 50 mil Duro-Last system mechanically attached and mechanically welded.

#### **All areas**

- 1 Remove existing coping and dispose of properly.



2. Extend membrane flashing up and over exterior walls and terminate with 2 pc. compression metal (color choice by owner).
3. Extend membrane up interior walls a minimum of 12" and terminate with compression termination bar fastened 6" on center.
4. Flash all penetrations per Duro-Last specifications.
5. Keep jobsite clean and remove all job-related debris.
6. Supply owner with a 15-Year Supreme Warranty (15+5 Material or 15+5 Material & Labor) which includes consequential damages.

#### 1.2 REFERENCES

##### A. ASTM INTERNATIONAL (ASTM)

1. (2019) Standard Test Methods for Coated Fabrics (D751)
2. (2021) Standard Specification for Poly(Vinyl Chloride) Sheet Roofing (D4434/D4434M)
3. (2022) Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board (C1289)
4. (2020) Standard Test Methods for Fire Tests of Roof Coverings (E108)
5. (2020) Standard Test Methods for Fire Tests of Building Construction and Materials (E119)

##### B. UL SOLUTIONS (UL)

1. (2021) UL Roofing Systems (TGFU.R10128)

##### C. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

1. (2014) Minimum Design Loads for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-10)
2. (2017) Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-16)
3. (2022) Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-22)

##### D. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)

1. (2019) NRCA Roofing Manual - Membrane Systems

#### 1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Physical Properties (must meet or exceed):





1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D4434.
  2. Thickness: 50 mil, nominal, in accordance with ASTM D751.
  3. Thickness over Scrim:  $\geq 26$  mil in accordance with ASTM D7635.
  4. Breaking Strength:  $\geq 423$  lbf. (machine direction) and  $\geq 278$  lbf. (cross machine direction) in accordance with ASTM D751 Grab Method.
  5. Elongation at Break:  $\geq 31\%$  (machine direction) and  $\geq 30\%$  (cross machine direction) in accordance with ASTM D751 Grab Method.
  6. Seam Strength:  $\geq 423$  lbf. in accordance with ASTM D751 Grab Method.
  7. Tear Strength:  $\geq 90$  lbf. (machine direction) and  $\geq 143$  lbf. (cross machine direction) in accordance with ASTM D751 Procedure B.
  8. Low Temperature Bend: Pass at  $-40^{\circ}\text{F}$  in accordance with ASTM D2136.
  9. Heat Aging: Pass after being conditioned for 56 days in oven maintained at  $176^{\circ}\text{F}$  in accordance with ASTM D3045.
  10. Accelerated Aging: Pass after 10,000 hours of total test time in accordance with ASTM G155.
  11. Dimensional Stability: Change of 0.20% (machine direction) and 0.10% (cross machine direction) in accordance with ASTM 1204.
  12. Water Absorption:  $< 2.6\%$  at  $158^{\circ}\text{F}$  for 168 hours in accordance with ASTM D570.
  13. Static Puncture Resistance:  $\geq 33$  lbf. in accordance with ASTM D5602.
  14. Dynamic Puncture Resistance:  $\geq 14.7$  ft-lbf. in accordance with ASTM D5635.
- D. Cool Roof Rating Council (CRRC) (Membrane must be listed on the CRRC website):
1. Solar Reflectance (Initial):  $\geq 85\%$
  2. Solar Reflectance (3-Year Aged):  $\geq 73\%$
  3. Thermal Emittance (Initial):  $\geq 89\%$
  4. Thermal Emittance (3-Year Aged):  $\geq 88\%$
  5. Solar Reflectance Index (SRI) (Initial):  $\geq 108\%$
  6. Solar Reflectance Index (SRI) (3-Year Aged):  $\geq 90\%$
- E. Insulation:
1. General Requirements
    - a. Install using a minimum of two layers.
    - b. Configuration as indicated on the drawings.
  2. Duro-Guard® ISO II (Fiber-Reinforced Facer)
    - a. Layer Thickness: 2.00"
  3. Duro-Guard® ISO II (Fiber-Reinforced Facer)
    - a. Layer Thickness: 2.00"
  4. Duro-Guard XPS 3/8" Fanfold



a. Layer Thickness:

1.4 SUBMITTALS

- A. Product data sheets to be used, with the following information included:
  - 1. Preparation instructions and recommendations
  - 2. Storage and handling requirements and recommendations
  - 3. Installation methods
  - 4. Maintenance requirements
- B. Sustainability Documentation:
  - 1. NSF/ANSI Standard 347 Certificate
  - 2. Type III product-specific Environmental Product Declaration
- C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- D. Provide verification samples for each product specified (two samples representing each product, color and finish):
  - 1. 4-inch by 6-inch sample of roofing membrane, of color specified.
  - 2. 4-inch by 6-inch sample of walkway pad.
  - 3. Termination bar, fascia bar with cover, drip edge, and gravel stop if to be used.
  - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS





- A. Conform to applicable code for roof assembly fire hazard, wind uplift, and cool roof requirements.
- B. Fire Hazard Requirements: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
  - 1. Class A
  - 2. Fire-test-response standard: Comply with ASTM E108 for application and roof slopes indicated.
  - 3. Fire-Resistance Ratings: Comply with ASTM E119 for fire-resistance-rated roof assemblies of which roofing system is a part.
  - 4. Conform to applicable code for roof assembly fire hazard requirements.
- C. Wind Uplift Requirements: Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of ASCE/SEI 7, Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

#### 1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
  - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
  - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  - 4. Review structural loading limitations of roof deck during and after roofing.
  - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  - 6. Review governing regulations and requirements for insurance and certificates if applicable.
  - 7. Review temporary protection requirements for roofing system during and after installation.
  - 8. Review roof observation and repair procedures after roofing installation.
  - 9. Review existing roof manufacturer's recycling program and return roofing system to the manufacturer for recycling.



#### 1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### 1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
  - 1. Warranty Period: 20 years from date issued by the manufacturer.
  - 2. Must provide adequate or sufficient drainage.
  - 3. Issued direct from and serviced by the roof membrane manufacturer.
  - 4. Transferable for the full term of the warranty.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURER

- A. Manufacturer: Duro-Last Roofing, which is located at: 525 Morley Drive, Saginaw, MI 48601. Telephone: 800-248-0280.
- B. All roofing system components to be provided or approved by Duro-Last Roofing, Inc.
- C. Substitutions: Not permitted.

#### 2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane:

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525 Morley Drive, Saginaw, MI 48601  
 Phone: 800-248-0280 • Fax: 800-432-9331 • [www.duro-last.com](http://www.duro-last.com)  
 Other Locations: Grants Pass, OR • Jackson, MS • Sigourney, IA • Carrollton, TX



1. Properties:
    - a. Type: Duro-Last 50-Mil Membrane
    - b. Roll Width: 60" (Installed widths may vary)
    - c. Membrane Color: White
    - d. Attachment Type: Mechanically Fastened
  2. Features:
    - a. ASTM D4434, Type III
    - b. Fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration.
    - c. Minimum recycle content 7% post-industrial and 0% post-consumer.
    - d. Recycled at end of life into resilient flooring or concrete expansion joints.
- B. Insulation:
1. General Requirements
    - a. Provide preformed roof insulation boards that comply with requirements and referenced standards, as selected from manufacturer's standard sizes.
    - b. Provide preformed saddles, crickets, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
    - c. Provide roof insulation accessories approved by the roof membrane manufacturer and as recommended by insulation manufacturer for the intended use.
  2. Component:
    - a. Properties:
      1. Type: Duro-Guard® ISO II (Fiber-Reinforced Facer)
      2. Board Application: Flat Stock
      3. Size: 4' x 8'
      4. Method: Layer Thickness: 2.00"
      5. Attachment Type: Mechanically Fastened
    - b. Features:
      1. Closed-cell polyisocyanurate foam core insulation board.
      2. Complying with ASTM C1289, Type II, felt or glass-fiber mat facer on both major surfaces.
      3. Provide Duro-Last factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening insulation and/or insulation cover boards in conformance to specified design requirements.
  3. Component:
    - a. Properties:





1. Type: Duro-Guard® ISO II (Fiber-Reinforced Facer)
2. Board Application: Flat Stock
3. Size: 4' x 8'
4. Method: Layer Thickness: 2.00"
5. Attachment Type: Mechanically Fastened
- b. Features:
  1. Closed-cell polyisocyanurate foam core insulation board.
  2. Complying with ASTM C1289, Type II, felt or glass-fiber mat facer on both major surfaces.
  3. Provide Duro-Last factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening insulation and/or insulation cover boards in conformance to specified design requirements.
4. Missing layer properties!
- C. Existing Roof:
  1. Properties:
    - a. Type: EPDM
- D. Deck Type:
  1. Properties:
    - a. Type: Steel Deck (undefined ga)
- E. Accessory Materials: Provide accessory materials supplied by or approved for use by Duro-Last Roofing, Inc.:
  1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
  2. Secondary Material: Manufactured using standard reinforced PVC membrane.
    - a. Duro-Last® Parapet Flashing
  3. Prefab Flashings: Manufactured using standard reinforced PVC membrane.
    - a. Duro-Last® Two-Way Air Vent
    - b. Duro-Last® Inside and Outside Corners
    - c. Duro-Last® Stack Flashing
    - d. Duro-Last® Curb Flashing
  4. Metal Termination: Supplied by Duro-Last Roofing, Inc.
    - a. Universal 2-Piece Compression System
      - ANSI/SPRI ES-1 compliant with 3" to 8" base and cover.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.



- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Tearing off Existing Single-Ply System:
  - 1. Remove existing single-ply membrane and return to the manufacturer for recycling.

### 3.3 INSTALLATION

- A. Insulation:
  - 1. General Requirements
    - a. Install insulation in accordance with the roof manufacturer's requirements.
    - b. Insulation shall be adequately supported to sustain normal foot traffic without damage.
    - c. Where field trimmed, insulation shall be fitted tightly around roof protrusions with no gaps greater than ¼ inch.
    - d. Tapered insulation boards shall be installed in accordance with the insulation manufacturer's shop drawings.
    - e. No more insulation shall be applied than can be covered with the roof membrane by the end of the day or the onset of inclement weather.
    - f. If more than one layer of insulation is used, all joints between subsequent layers shall be offset by at least 6 inches.
  - 2. Duro-Guard® ISO II (Fiber-Reinforced Facer)
    - a. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
    - b. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.



- c. Install all layers in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.
3. Duro-Guard® ISO II (Fiber-Reinforced Facer)
  - a. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
  - b. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
  - c. Install all layers in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.
4. Duro-Guard XPS 3/8" Fanfold
- B. Roofing Membrane:
  1. General Requirements
    - a. Install membrane in accordance with the roof manufacturer's requirements.
    - b. Cut membrane to fit neatly around all penetrations and roof projections.
  2. Duro-Last 50-Mil Membrane
    - a. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
    - b. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
    - c. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns in accordance with the roof manufacturer's requirements.
- C. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
- D. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.
- E. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
  1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
    - a. Do not apply flashing over existing thru-wall flashings or weep holes.
    - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
    - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
    - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).





2. Penetrations:

- a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
- b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
- c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.

3. Pipe Clusters and Unusual Shapes:

- a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
- b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

F. Roof Drains: Coordinate installation of roof drains and vents.

1. Drain Assemblies with Clamping Rings:

- a. Remove existing roofing system materials from drain bowl and clamping ring.
- b. The membrane must extend beyond the inside of the clamping ring.
- c. Use a manufacturer supplied or approved sealant (1/2 tube minimum) between the membrane and drain bowl assembly.
- d. After the membrane is properly installed onto the bowl and the clamping ring set in place, all bolts securing the ring must be installed to provide constant, even compression on the sealant. If bolts are broken or missing, replacements must be installed.

2. Drain Boots:

- a. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
- b. Use a manufacturer supplied or approved sealant (1/2 tube minimum) to the outside of the drain boot and insert it into the drain.
- c. Fasten membrane around the perimeter of the drain with the same fastening pattern as the field membrane, no less than 1 fastener per drain.
- d. Install a pair of composite drain rings (CDRs) to compress the boot to the pipe. Ensure the CDR openings face in opposite directions.
- e. Secure the manufacturer's drain guard over the opening by heat welding the attachment tabs to the roof membrane.

G. Edge Details:



1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashing.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies.

#### H. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

#### I. Water Cut-Offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

### 3.4 FIELD QUALITY CONTROL

- A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

### 3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION





**20** | **NDL**  
**YEAR** | **WARRANTY**

Warranty No. \_\_\_\_\_

15 Years Consequential Damages  
And 5 Years Material

### I. TERMS and CONDITIONS

Subject to the conditions and limitations contained herein, Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize" or "Duro-Last"), Amrize grants this No-Dollar Limit ("NDL") Warranty ("Warranty") to the owner of a building ("Owner") containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last Authorized Dealer/Contractor ("Contractor").

Duro-Last's obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System and during the 1<sup>st</sup> through 15<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last's obligation includes, at Duro-Last's sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last **Quality Assurance Technical Representative ("Duro-Last QA Tech Rep")**. Owner acknowledges that the Duro-Last inspection is only to **determine** if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at [duro-last.com/care](http://duro-last.com/care);
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing [dl.ws@amrize.com](mailto:dl.ws@amrize.com), or by calling the Duro-Last Service Center at 1-866-284-9424. If upon Duro-Last's inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

### II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
  1. Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
  2. Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  3. Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
  4. Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
  5. Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warrant the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building's use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last's sole discretion, the change in the building's use or purpose adversely affects the Duro-Last System's ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

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- K. This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L. This Warranty shall be governed by the laws of the State of Tennessee without regard to conflicts of law principles. Any dispute, controversy, or claim between Owner and Duro-Last concerning this Warranty or relating to any material(s) supplied by or required by Duro-Last shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Duro-Last do not resolve the dispute, controversy, or claim in mediation, Owner and Duro-Last agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- M. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances

**THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.**

**FOR FIFTEEN YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16th THROUGH 20th YEARS OF THIS WARRANTY, DURO-LAST SHALL NOT WARRANTY THE WORKMANSHIP OF THE CONTRACTOR, AND THAT DURO-LAST SHALL ONLY WARRANTY THAT ITS PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.**

**THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

**Amrize Building Envelope LLC  
525 Morley Drive  
Saginaw, MI 48601  
800-248-0280 duro-last.com**

\_\_\_\_\_  
Name of Building

\_\_\_\_\_  
Signature of Duro-Last QA Tech Rep or QA Manager

\_\_\_\_\_  
Address of Building

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
City, State & ZIP of Building

\_\_\_\_\_  
Owner (printed)

\_\_\_\_\_  
Building Designation

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Contractor (printed)

\_\_\_\_\_  
Serial No.

\_\_\_\_\_  
Square Footage

\_\_\_\_\_  
Warranty No.

Amrize Building Envelope LLC 26 Century Blvd., Suite 205 Nashville, TN 37214

Duro-Last® is a brand of Amrize Building Envelope LLC.

20 Year 15+5 Material 06.04.2025

DL280023





**SUPREME**

**20 YEAR NDL WARRANTY**

15 Years Consequential Damages  
And 5 Years Material and Labor

Warranty No. \_\_\_\_\_

### I. TERMS and CONDITIONS

Subject to the conditions and limitations contained herein, Amrize Building Envelope LLC, an Indiana limited liability company ("Amrize" or "Duro-Last"), Amrize grants this No-Dollar Limit ("NDL") Warranty ("Warranty") to the owner of a building ("Owner") containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last Authorized Dealer/Contractor ("Contractor").

Duro-Last's obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last Quality Assurance Manager and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at [duro-last.com/care](http://duro-last.com/care).
- D. The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Service Center at 1-866-284-9424, by e-mailing [dl.ws@amrize.com](mailto:dl.ws@amrize.com), or by certified mail, return receipt requested;
- E. The Owner allows Duro-Last's QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s), or an authorized Contractor makes the repair.

During the 1<sup>st</sup> through 15<sup>th</sup> year of this No-Dollar Limit Warranty Owner and Duro-Last agree that this No-Dollar Limit Warranty covers incidental and consequential damages derived from leaks caused by defects warranted against above. During the 16<sup>th</sup> through 20<sup>th</sup> year of this No-Dollar Limit Warranty term, Owner and Duro-Last agree that Duro-Last shall not be responsible for any incidental or consequential damages, including but not limited to any loss of profits, loss of use of the building or any damage to the building or its contents. Duro-Last must receive notice in the manner set forth above, prior to the first day of the 16<sup>th</sup> year, of any claim for incidental or consequential damages, otherwise such claim is waived.

### II. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or the roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
  1. Damage caused by fire, lightning, hurricane, winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, hail, tornado, flood, earthquake, animals, insects; or
  2. Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  3. Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
  4. Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.
- H. This No-Dollar Limit Warranty must be signed by a Duro-Last Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This Warranty shall be governed by the laws of the State of Tennessee without regard to conflicts of law principles. Any dispute, controversy, or claim between Owner and Duro-Last concerning this Warranty or relating to any material(s) supplied by or required by Duro-Last shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Duro-Last do not resolve the dispute, controversy, or

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claim in mediation, Owner and Duro-Last agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining to exercise its rights in full in one or more instances.

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 1<sup>ST</sup> THROUGH 15<sup>TH</sup> YEAR OF THIS NO-DOLLAR LIMIT WARRANTY, THIS NO-DOLLAR LIMIT WARRANTY COVERS INCIDENTAL AND CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16<sup>TH</sup> THROUGH 20<sup>TH</sup> YEAR OF THIS NO-DOLLAR LIMIT WARRANTY, DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL OR ANY OTHER REASON.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this No-Dollar Limit Warranty unless in writing and signed by the authorized representative of the Owner and by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

**Amrize Building Envelope LLC**  
**525 Morley Drive**  
**Saginaw, MI 48601**  
**800-248-0280 duro-last.com**

Name of Building \_\_\_\_\_

Signature of Duro-Last QA Tech Rep or QA Manager \_\_\_\_\_

Address of Building \_\_\_\_\_

Signature of Owner \_\_\_\_\_

City, State & ZIP of Building \_\_\_\_\_

Owner (printed) \_\_\_\_\_

Building Designation \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Effective Date \_\_\_\_\_

Contractor (printed) \_\_\_\_\_

Serial No. \_\_\_\_\_

Square Footage \_\_\_\_\_

Warranty No. \_\_\_\_\_

Amrize Building Envelope LLC 26 Century Blvd., Nashville, TN 37214  
Duro-Last® is a brand of Amrize Building Envelope, LLC.

20-Year 15+5 Material and Labor  
06.04.2025

DI 200024



- 2) The committee reviewed and recommends to the full board ratifying the following utility supplier agreements:

Docusign Envelope ID: 735E4A00-ACA0-4198-A080-1DF02F9B8F90

### Electricity Purchase Contract

Large Commercial V3.4-CPT-OH

**Seller: Interstate Gas Supply, LLC**

Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

FOR OFFICE USE ONLY: 278

Fax: 614-659-5126

Phone: 877-923-4447

**Buyer: Scioto County Public Library**

**Contact Name** Travis McNeilan

**Confirmation Email** tmcneilan@yourpl.org

**Phone** 740-354-5688

**Fax** 740-353-1249

**Street Address**

**City**

**State**

**Zip**

**Mailing** 1220 Gallia St

Portsmouth

OH

45662

**Billing** Per Utility Billing

**Facility** See Exhibit A

**Account Number/s** See Exhibit A

or ☒ see the attached **Exhibit A** (the "Accounts")

This Contract is subject to the attached Electricity Supply Master Terms and Conditions, which are incorporated in their entirety herein.

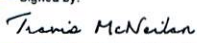

Electric Distribution Company ("EDC"):		American Electric Power : Ohio Power
<b>Purchase Price:</b>	<b>Subject to the Regulatory language in the attached Electricity Supply Master Terms and Conditions, Buyer's Price:</b> <input checked="" type="checkbox"/> Will remain \$0.0591 per kilowatt hour (kWh), regardless of Buyer's usage, plus the following costs of Seller for the applicable billing cycle: locational reliability (capacity), as defined by the applicable RTO. The price will not include applicable taxes or EDC service and delivery charges, which will be billed by the EDC. After the Initial Term expires, the price will be as described under the Renewal Variable Price section of this Contract.	
<b>Initial Term:</b>	The Initial Term of this Contract will begin with the <b>August 2026</b> EDC billing cycle, and it will continue through the <b>July 2029</b> EDC billing cycle.	
<b>Renewal:</b>	Upon expiration of the Initial Term, this Contract will automatically renew on a month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.	
<b>Early Termination Damages:</b>	For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Purchase Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the EDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.	

#### Contract Volumes in kWh

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	52,775	46,428	51,455	59,453	70,125	79,233	89,770	85,146	72,316	62,200	49,167	51,925

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract, including the attached Terms and Conditions and any Exhibit A, on behalf of the parties identified next to their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Signed by:			
Accepted by Buyer:		Fiscal Officer	8/13/2025
	Name: Travis McNeilan	Title	Date
Accepted by Seller:		Sr. Director, C&I Acct. Mgmt.	8/15/2025
	Name: Jonathan Liba	Title	Date

### Electricity Supply Master Terms and Conditions

These Electricity Supply Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of electricity between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. **Eligibility.** This Contract is exclusively for mercantile customers that consume more than 700,000 kWh per year or are part of a national account involving multiple facilities in one or more states. Buyer is designated as a mercantile customer.
2. **Electricity Supply.** Seller will supply and deliver to Buyer the full electricity requirements for all Accounts under this Contract and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with the Buyer's retail transmission organization/independent system operator ("RTO/ISO") and Buyer's EDC in order to (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of electricity supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the EDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting electricity supply due to the EDC's enrollment requirements and will not hold Seller responsible for any such delays.
3. **Energy Efficiency/Onsite Generation/EV Charging.** If there is (a) a material decrease in Buyer's usage due to energy efficiency improvements and/or onsite generation or (b) a material increase in Buyer's usage due to electric vehicle charging, which results in losses to Seller, Seller may pass through to Buyer such losses. For the avoidance of doubt, none of the above described losses will be deemed New Charges under the Regulatory section herein.
4. **Renewal Variable Price.** The price for each Secondary Term will be determined monthly based upon costs, including but not limited to energy, transmission, capacity, ancillary services, congestion management, renewable energy credits, independent system operator fees, various EDC charges to Seller, and other factors, plus Seller's costs, expenses, and a service fee. The price will not include EDC delivery charges to Buyer or applicable taxes.
5. **Billing & Payment.** The EDC will issue consolidated monthly invoices which will contain Seller's electricity charges, plus applicable taxes and all of the EDC's distribution and other applicable charges. Buyer will pay to the EDC the entire amount of each electric bill under the EDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the EDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the EDC's charges, as well as Seller's charges, plus all applicable taxes. If Seller invoices Buyer directly, payment will be due in full on or before the 20th calendar day following the invoice date and late charges will apply for all past-due amounts at a rate of 1.5% per month. The EDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the EDC.
6. **Credit.** Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer (a) becomes a debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.
7. **Damages.** Seller may hedge its obligations under this Contract by purchasing electricity and related transportation, as well as electricity futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract, or (c) the EDC terminates any or all Accounts under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay Seller damages calculated as set forth in the Early Termination Damages section on Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the EDC's bill. If Buyer transfers service to the EDC, Buyer may be charged a price other than the EDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered electricity as metered by the EDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all electricity Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this Contract, including reasonable attorneys' fees and all other litigation expenses.
8. **Cross Default.** If Buyer is a party to one or more natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.
9. **Limitation of Liability.** Seller will not be liable for any losses arising from Buyer's use of electricity or for losses arising from the EDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.
10. **Warranty.** Seller warrants that all electricity delivered to the EDC for its distribution to Buyer will meet the EDC's quality standards and that title to such electricity is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for a particular purpose.
11. **Regulatory.** The retail electric choice program is subject to ongoing utility commission, RTO/ISO, and EDC jurisdiction. During the Initial Term, your price will remain the same; provided, however, that Seller may pass through to Buyer's price any new or additional charges, or changes in the calculation of charges imposed on suppliers or their customers through a change in governing law or commission, RTO/ISO, or EDC proceeding (collectively, "New Charges"), but only to the extent that those New Charges, alone or when added together over the course of the Initial Term of this Contract, exceed \$0.001 per kWh of Seller's non-commodity cost. New Charges may cause your price to vary during the Initial Term. Seller will deliver to Buyer written notice at least 30 days before passing through any New Charges. If a change in governing law, regulation, or rule physically prevents or legally prohibits Seller from performing under this Contract, then either party may terminate this Contract without penalty.
12. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion and will confirm all expiration/termination dates of any existing contract terms, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.
13. **Assignment.** This Contract or any Accounts hereunder may be assigned by Buyer only upon the written assumption of the assignee and with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.
14. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasions.
15. **Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflict of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.
16. **Severability.** If any provision of this Contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and such court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this Contract) to the minimum extent necessary so as to render it enforceable.
17. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those Accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

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**Exhibit A to Electricity Purchase Contract Form Large Commercial V3.4-CPT-OH**  
**Account Numbers & Facility Addresses**

**Seller:** Interstate Gas Supply, LLC  
**Buyer:** Scioto County Public Library

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Utility	Service Address	Service City	Service State	Service Zip	Account Number
1	AEP	486 Webster St	South Webster	OH	45682	00040621017695744
2	AEP	1220 Gallia St	Portsmouth	OH	45662	00140060703528945
3	AEP	3850 Rhodes Ave	New Boston	OH	45662	00140060709240392
4	AEP	502 Waller St	Portsmouth	OH	45662	00140060742340021
5	AEP	1220 Gallia St	Portsmouth	OH	45662	00140060742811254
6	AEP	3850 Rhodes Ave	New Boston	OH	45662	00140060745252334
7	AEP	10745 Gallia Pike	Wheelersburg	OH	45694	00140060747629451
8	AEP	1220 Gallia St	Portsmouth	OH	45662	00140060758724281
9	AEP	502 Waller St	Portsmouth	OH	45662	00140060765176173
10	AEP	1202 Gallia St	Portsmouth	OH	45662	00140060779210161
11	AEP	1220 Gallia St	Portsmouth	OH	45662	00140060792831254
12	AEP	103 Ohio 728 Lucasville.	Lucasville	OH	45648	00140060793806844
13	AEP	10745 Gallia Pike	Wheelersburg	OH	45694	00140060796279544

**AGREED.**

<b>Accepted by Buyer:</b>	Signed by:	<u>Thomas McNeilan</u>	<b>Fiscal Officer</b>	<u>8/13/2025</u>
		<u>10745 Gallia Pike</u>	<b>Title</b>	<u>Date</u>
<b>Accepted by Seller:</b>		<u>Jon Liba</u>	<b>Sr. Director, C&amp;I Acct. Mgmt.</b>	<u>8/15/2025</u>
		<u>Name: Jonathan Liba</u>	<b>Title</b>	<u>Date</u>



**Natural Gas Purchase Contract****Large Commercial V5.1CH-IND-OH****Seller:** Interstate Gas Supply, LLC

Attn: Commercial &amp; Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

FOR OFFICE USE ONLY: 278

Fax: 614-659-5126

Phone: 877-923-4447

**Buyer:** Scioto County Public Library**Contact Name** Travis McNeilan**Confirmation Email** tmcneilan@yourppl.org**Phone** 740-354-5688**Fax** 740-353-1249**Street Address****City****State****Zip****Mailing** 1220 Gallia St

Portsmouth

OH

45662

**Billing** Per Utility Billing**Facility** See Exhibit A**Account Number/s** See Exhibit Aor ☒ see the attached **Exhibit A**

This Contract is subject to the attached Natural Gas Supply Master Terms and Conditions, which are incorporated in their entirety herein.

**Natural Gas Distribution Company ("NGDC"):** Columbia Gas of Ohio**Critical Day Volume:** 100% of Usage determined by the NGDC**Purchase Price:**☒ Fixed Price of \$5.66 per MCF for all gas delivered to the Burnertip throughout the Initial Term.☐ Variable Price determined by 100% of the applicable NYMEX settlement price (depending on the Buyer's billing cycle) plus \$ per MCF for all gas delivered to the Burnertip throughout the Initial Term.

The price includes all applicable interstate transportation charges, shrink/fuel to the delivery point, Btu conversion, and pooling fees, but it does not include the applicable taxes or NGDC transportation and distribution charges. After the Initial Term expires, the price will be as described under the Renewal Variable Pricing section of this Contract.

**Initial Term:**The Initial Term of this Contract will begin with the **August 2026** NGDC billing cycle, and it will continue through the **July 2029** NGDC billing cycle.**Renewal:**

Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.

**Early Termination Damages:****If under a Fixed Price:** For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Fixed Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.**If under a Variable Price:** For each Account that is terminated early, damages will be equal to \$0.40 per MCF multiplied by the Contract Volumes as apportioned to the terminated Account(s) and remaining under the then-current Term.**Contract Volumes in MCF at the Burnertip**

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	435	365	285	175	139	124	128	128	126	176	285	375

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

<b>Accepted by Buyer:</b>	Signed by:	Fiscal Officer	8/11/2025
	<i>Travis McNeilan</i>		
	Name: Travis McNeilan	Title	Date
<b>Accepted by Seller:</b>	<i>Jon Liba</i>	Sr. Director, C&I Acct. Mgmt.	8/11/2025
	Name: Jonathan Liba	Title	Date

### Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

**1. Natural Gas Supply.** Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with Buyer's NGDC in order to: (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of natural gas supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting gas supply due to the NGDC's enrollment requirements and will not hold Seller responsible for any such delays.

**2. Renewal Variable Price.** The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC transportation/distribution charges.

**3. Billing & Payment.** The NGDC will issue consolidated monthly invoices which will contain Seller's natural gas charges, plus applicable taxes and all of the NGDC's distribution and other applicable charges. Buyer will pay to the NGDC the entire amount of each natural gas bill under the NGDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the NGDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the NGDC's charges, as well as Seller's charges, plus all applicable taxes. If Seller invoices Buyer directly, payment will be due in full on or before the 20th calendar day following the invoice date and late charges will apply for all past-due amounts at a rate of 1.5% per month. The NGDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the NGDC.

**4. Credit.** Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

**5. Damages.** Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract; or (c) the NGDC terminates any or all Accounts from under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the NGDC's bill. If Buyer transfers service to the NGDC, Buyer may be charged a price other than NGDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by the NGDC. If Seller fails to perform its delivery obligations under this

Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

**6. Cross Default.** If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

**7. Limitation of Liability.** Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

**8. Warranty.** Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

**9. Regulatory.** The choice program is subject to ongoing utilities commission jurisdiction and NGDC rules. Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. If the choice program is terminated or materially changed, this Contract may be modified accordingly or terminated by Seller without penalty to either party.

**10. Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

**11. Assignment.** This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

**12. Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

**13. Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflicts of law. All legal actions involving all disputes arising under this contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.

**14. Severability.** If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

**15. Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

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**Exhibit A to Natural Gas Purchase Contract Form V5.1CH-IND-OH  
Account Numbers & Facility Addresses**

**Seller:** Interstate Gas Supply, LLC  
**Buyer:** Scioto County Public Library

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Account Number	Service Address	Service City	Service State	Service Zip Code
1	109708350010006	1220 Gallia St	Portsmouth	OH	45662
2	109708350020005	506 Waller St	Portsmouth	OH	45662
3	126912530010004	3850 Rose Av	Portsmouth	OH	45662
4	131332210010004	103 State Route 728	Lucasville	OH	45648
5	154219230020002	496 Webster St	South Webster	OH	45682

**AGREED.**

Accepted by Buyer:	Signed by: <u>Travis McNeilan</u>	Fiscal Officer	8/11/2025
	<u>NAME: Travis McNeilan</u>	Title	Date
Accepted by Seller:	<u>Jon Liba</u>	Sr. Director, C&I Acct. Mgmt.	8/11/2025
	<u>NAME: Jonathan Liba</u>	Title	Date

- 3) *South Webster Signage (Informational)* – Sun Sign is in the process of building the external sign for the South Webster branch.
- 4) The committee also discussed future potential options to have the Spanish tile cleaned and sealed for the roof at Portsmouth.

There being no further business, on motion duly made and seconded, adjournment was taken at 12:18 p.m.

Approved this 18<sup>th</sup> day of September, 2025.

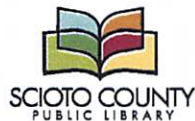
Ruth Ann Brush  
 Ms. Ruthann Brush, Committee Chair



**MINUTES OF THE PERSONNEL COMMITTEE MEETING  
SCIOTO COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES  
August 21, 2025**

The Personnel Committee of the Scioto County Public Library met in an official committee meeting on this date at 12:19 p.m. to discuss the Medical Insurance Renewal and Personnel Policy Manual Update. The following committee members were present: Mrs. Kara Tieman – Member and Ms. Joan Roberts – Member. The following committee members were absent: Mrs. Tamela Morton – Chair and Dr. Charles Kemp – Member. Mrs. Kara Tieman called the meeting to order. Mr. Ryan Salmons – President of the Board, Ms. Joan Roberts – Vice President of the Board, and Ms. Ruthann Brush – Secretary of the Board, were also present. Representing the library were Paige Williams – Director, Travis McNeilan – Fiscal Officer, Keely Woloschek – HR Manager, Katie Williams – Marketing Manager, and Becky Schultz, IT Coordinator. There were no visitors present.

- 1) The committee reviewed and recommends to the full board selecting Medical Mutual 30-5000 for the 2025-2026 renewal period:



### Medical Insurance Premiums

October 1, 2025 - September 30, 2026

**CURRENT PLAN (Anthem Fully Insured - Anthem Blue Access PPO Option 20 w/Rx Option T2)**

	# Cvd.	Rate	EE Cont.	EE Pays	Total/Month EE	ER Cont.	ER Pays	Total/Month ER	
EE	30	\$862.39	12.5%	\$107.80	\$3,233.96	87.5%	\$754.59	\$22,637.74	
EE + SP	2	\$2,078.35	25.0%	\$519.59	\$1,039.18	75.0%	\$1,558.76	\$3,117.53	
EE + CH	7	\$1,479.85	25.0%	\$369.96	\$2,589.74	75.0%	\$1,109.89	\$7,769.21	
FAMILY	3	\$2,680.30	25.0%	\$670.08	\$2,010.23	75.0%	\$2,010.23	\$6,030.68	
	42				\$8,873.10			\$39,555.15	\$48,428.25
TOTAL FOR THE YEAR					\$106,477.20			\$474,661.80	\$581,139.00

### Medical Insurance Options 2025-2026

**OPTION 1 - Renew with Anthem (Anthem Fully Insured - Anthem Blue Access PPO Option 20 w/Rx Option T2)**

	# Cvd.	Rate	EE Cont.	EE Pays	Total/Month EE	ER Cont.	ER Pays	Total/Month ER	
EE	30	\$965.88	12.5%	\$120.74	\$3,622.05	87.5%	\$845.15	\$25,354.35	
EE + SP	2	\$2,327.75	25.0%	\$581.94	\$1,163.88	75.0%	\$1,745.81	\$3,491.63	
EE + CH	7	\$1,657.43	25.0%	\$414.36	\$2,900.50	75.0%	\$1,243.07	\$8,701.51	
FAMILY	3	\$3,001.94	25.0%	\$750.49	\$2,251.46	75.0%	\$2,251.46	\$6,754.37	
	42				\$9,937.88			\$44,301.85	\$54,239.73
TOTAL FOR THE YEAR					\$119,254.59			\$531,622.17	\$650,876.76 12.00%

**OPTION 2 - Switch to Medical Mutual (Medical Mutual 30-5000)**

	# Cvd.	Rate	EE Cont.	EE Pays	Total/Month EE	ER Cont.	ER Pays	Total/Month ER	
EE	30	\$905.52	12.5%	\$113.19	\$3,395.70	87.5%	\$792.33	\$23,769.90	
EE + SP	2	\$1,992.14	25.0%	\$498.04	\$996.07	75.0%	\$1,494.11	\$2,988.21	
EE + CH	7	\$1,629.94	25.0%	\$407.49	\$2,852.40	75.0%	\$1,222.46	\$8,557.19	
FAMILY	3	\$2,716.56	25.0%	\$679.14	\$2,037.42	75.0%	\$2,037.42	\$6,112.26	
	42				\$9,281.59			\$41,427.56	\$50,709.14
TOTAL FOR THE YEAR					\$111,379.02			\$497,130.66	\$608,509.68 4.71%

Total For Employer Per Year		
Current	\$474,661.80	Difference
Option #1	\$531,622.17	\$ 56,960.37
Option #2	\$497,130.66	\$ 22,468.86

Total For Employee Per Year		
Current	\$106,477.20	Difference
Option #1	\$119,254.59	\$ 12,777.39
Option #2	\$111,379.02	\$ 4,901.82

- 2) *Personnel Policy Manual Update (Informational)* – The Leadership Team is working on updating the Personnel Manual as the last revision was in 2021. Many of the changes reflect newer versions of federal/state law or streamline current policies to be more understandable. The Team presented certain proposed updates to the Board for discussion and input. Once the manual is complete, a draft will be sent to legal counsel for review and it will be presented to the Board for approval at a later meeting.

There being no further business, on motion duly made and seconded, adjournment was taken at 12:50 p.m.

Approved this 18<sup>th</sup> day of September, 2025.

A handwritten signature in black ink, appearing to read 'Kara Tieman', written over a horizontal line.

Mrs. Kara Tieman, Member

# MINUTES OF THE MATERIALS & EQUIPMENT COMMITTEE MEETING SCIOTO COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES August 21, 2025

The Materials & Equipment Committee of the Scioto County Public Library met in an official committee meeting on this date at 12:50 p.m. to discuss the Disposal of the Old Bookmobile and Contract, Silent Bid Auction, and WiFi Hotspots. The following committee members were present: Ms. Joan Roberts – Chair, Ms. Ruthann Brush – Member, and Mrs. Kara Tieman – Member. The following committee members were absent: Mrs. Tamela Morton. Ms. Joan Roberts called the meeting to order. Mr. Ryan Salmons – President of the Board, and Mrs. Jennifer Schackart – Board Member, were also present. Representing the library were Paige Williams – Director, Travis McNeilan – Fiscal Officer, Keely Woloschek – HR Manger, Katie Williams – Marketing Manager, and Becky Schultz – IT Coordinator. There were no visitors present.

- 1) The committee reviewed and recommends to the full board the following contract with Gleim Auctions to auction off the old bookmobile:



**Don Gleim Auctions, LLC**  
1499-A State Route 522 • Wheelersburg, OH 45694  
Phone (740) 574-2700 / 574-2777  
E-mail: don@gleimauctions.com  
www.gleimauctions.com



## Personal Property Auction Sale Contract

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ County of \_\_\_\_\_, State of Ohio, by and between \_\_\_\_\_

of \_\_\_\_\_ ("Owner," whether one or more) and **DON GLEIM AUCTIONS, LLC** ("Auctioneer"), whose postal mailing address is **1499 State Route 522, Wheelersburg, Ohio 45694**.  
1. In consideration of the mutual promises and undertakings of the parties hereto, Owner engages and employs Auctioneer to advertise, promote and sell at Public Auction, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ AM/PM, or as otherwise mutually agreed upon by the parties, the following described personal property: \_\_\_\_\_

1A. On line merchandise date will be determined by Auctioneer.  
2. Owner agrees that auction location shall be \_\_\_\_\_  
3. Owner agrees that the payment terms of the auction shall be cash or check with proper ID and Buyer Premium if collected \_\_\_\_\_  
4a. \_\_\_\_\_ This auction will be an **ABSOLUTE AUCTION** whereby (1) the property is sold to the highest bidder without reserve; (2) the auction does not permit a minimum bid; (3) the auction does not permit competing bids of any type by the Owner or an agent of the Owner; and (4) the Owner cannot withdraw the property from auction after the auction is opened and there is public solicitation or calling for bids. Owner further states that Owner has a bona fide intention to transfer ownership of the property to the highest bidder(s) and that except for contract obligations, there are no liens on the property being sold.  
4b. \_\_\_\_\_ This auction will be a **RESERVE AUCTION** SUBJECT TO SELLER'S CONFIRMATION whereby the Owner or an agent of the Owner reserves the right to establish a stated minimum bid, the right to accept any or all bids, or the right to withdraw the personal property at any time prior to the completion of the auction by the Auctioneer.  
5. Owner hereby represents that Owner has legal right and full power to convey said personal property to the purchaser(s) and that said personal property is free and clear of all liens, attachments, and encumbrances except as listed below (initial here if there are no secured creditors: \_\_\_\_\_). **NOTE: The failure to identify all secured creditors is fraud against Auctioneer and criminal conversion against said creditor.** The following is a complete list of Owner's secured open accounts payable:

Name of Creditor	Address	Amount	Description of Items

5. The following is a complete list of the unsecured open accounts payable of Owner (initial here if there are none \_\_\_\_\_):  

Name of Creditor	Address	Amount	Other Business Names Used

7. Owner authorizes Auctioneer to collect the proceeds from the sale of the items of personal property sold and to deposit these proceeds within 72 hours of receipt in Auctioneer's escrow account \_\_\_\_\_ (check here if applicable) or proceeds are to be paid directly to Owner immediately after the auction \_\_\_\_\_ (check here). Auctioneer is further authorized to disburse from the escrow account amounts necessary to satisfy the above-mentioned liens, attachments, encumbrances, and accounts, and any other amounts necessary to discharge any valid lien, attachment, encumbrance, or account of which they have notice. In the event the validity of any such lien, attachment, encumbrance, or account is disputed by Owner or other interested parties, the amount or amounts involved shall be held in escrow or paid into court by Auctioneer until such validity is judicially or otherwise finally determined. Any interest earned on escrowed funds will accrue to the benefit of Auctioneer.  
8. Auctioneer is not financially responsible for checks received by them for payment of items sold.  
9. Auctioneer will disburse to Owner net proceeds from the Auction within 30 business days from the date of the Auction.<sup>1</sup>

10. Owner further agrees to indemnify and save harmless Auctioneer against any and all claims, demands, actions, or causes of action whatsoever in any manner arising from the performance of this contract by Auctioneer.  
11. **Owner further agrees to indemnify and save harmless Auctioneer against any warranty or representation either made or implied by Owner regarding any personal property sold by Auctioneer.**

12. Auctioneer is not financially responsible for the collection of monies for items of personal property sold.  
13. Owner agrees to pay Auctioneer for services rendered and to be rendered in conjunction with this auction sale the following amounts:  

Commission	Pick-up from Location Fee
Advertising Fees _____	Misc. Charges _____
Labor Fees _____	Port-A-Pot _____

14. Owner authorizes Auctioneer to bid on behalf of Absentee Bidders at the sole discretion of the Auctioneer.  
15. Owner authorizes Auctioneer to contract with additional auctioneer(s) at Auctioneer's discretion to assist in the conducting of the Auction.  
16. **Binding Arbitration:** The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Scioto County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the third arbitrator's expenses and the administrative fees of arbitration.  
17. The undersigned hereby acknowledge receipt of a copy of this agreement.  
18. This contract is made in compliance with the Ohio Auction Law and the Bulk Transfer requirements of the Uniform Commercial Code and is a true and complete statement of all creditors and amounts and all other business names and addresses used.  
19. Additional terms: \_\_\_\_\_

20. On Line Lots will be determined by Auctioneer

Auctioneer is licensed by the Ohio Department of Agriculture. Any person aggrieved as a result of the Auctioneer's actions may initiate a claim against the Auction Recovery Fund created in Section 4707.23 of the Ohio Revised Code.

Signature of Transferor (Owner) \_\_\_\_\_

Signature of Transferor (Owner) \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail or Other \_\_\_\_\_

Auctioneer

(740) 574-2700

Phone

don@gleimauctions.com

E-mail Address



- 2) *Silent Bid Auction – Diamond Ring (Informational)* – The diamond ring will be auctioned close to September 22 which is National Proposal Day. Katie Williams, Marketing Manager, will create a fun public relations campaign to announce the auction.
- 3) The committee reviewed and recommends to the full board ending the Wi-Fi hotspots lending service due to high cost and an excessive amount of damage/theft to the devices.

There being no further business, on motion duly made and seconded, adjournment was taken at 1:07 p.m.  
Approved this 18<sup>th</sup> day of September, 2025.

  
Ms. Joan Roberts, Committee Chair