

Board of Municipal Utilities
Meeting Minutes
December 5, 2023
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 6:38PM following the organizational meeting. The meeting was held in-person using web-based video conferencing technology and streamed live over Facebook.

Present: Mr. Abram, Mr. Dzwonczyk, Mr. Rickey, Mr. Rush, and Mrs. Schnabel.

Also present: CUE Munro, CUO Yuronich, Attorney Anthony Coyne of Mansour Gavin, Mayor-elect Spaetzel and councilman-elect Shamir.

Approve Minutes

Mr. Dzwonczyk presented the Minutes of the November 21, 2023 work session. With no additional changes, additions or corrections noted, he ordered that the minutes stand and be distributed as presented.

Mr. Dzwonczyk presented the Minutes of the November 21, 2023 regular meeting. With no additional changes, additions or corrections noted, he ordered that the minutes stand and be distributed as presented.

Public Speakers

None.

Correspondence

Mr. Munro informed the Board that Avon Lake Regional Water has received confirmation of the receipt of two grants. The first grant was awarded by the Ohio Bureau of Workers Comp with the Safety Intervention Grant for \$40,000 for the purchase of the portable traffic signals. The second grant was awarded by the Ohio Environmental Protection Agency for \$50,000 through the Lead Service Line Grant. The grant covered a majority of the software and computer hardware for the camera truck. That grant is now closed out also.

Expenditures

Following review of expenses for funds and amounts as follows, Mr. Abram moved, Mr. Rush seconded, to approve the expenditures of November 17 through November 30, 2023:

Water Fund 701	\$	189,927.92
Wastewater Fund 721	\$	155,249.01
ETL1 Fund 703	\$	4,838.99
ETL2 Fund 762	\$	5,655.30
LORCO Fund 749	\$	7,305.84
Water Construction Fund 704	\$	184,013.78
Wastewater Construction Fund 724	\$	2,469.49

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush, and Schnabel

Nays: None
Motion carried.

WFP Operator

Mr. Munro informed the Board that Brandon Brown will begin as an operator at the Water Filtration Plant (WFP) on January 2, 2024 at pay step 2. Mr. Brown currently holds an Ohio EPA Class II Water Supply License and is working on his Class III license. Mr. Munro stated that once Mr. Brown obtains his Class III license, he will immediately advance to pay step 3. Mr. Munro added that staff would like to welcome Mr. Brown to our team and look forward to his start date in January.

2024 Budgets

Mr. Munro stated that as was discussed at the November 21, 2023 work session, the proposed budgets for the 2024 fiscal year were presented to the Board. Mr. Munro added that overall, the financial health of ALRW is strong and continues in a positive direction. Mr. Munro stated that much of this success is attributable to the conservative, yet progressive, approach that the Board of Municipal Utilities, as well as staff, has taken over the past two decades. Mr. Munro stated that while revenues were down approximately eight percent for 2023 due to a very wet summer, staff has managed to reduce expenditures as much as possible to offset the reduction in revenue. Mr. Munro added that the balanced budgets as presented include the minor rate increases approved by the Board and that these are the first rate increases in three years in spite of a significant increase in expenses. Mr. Munro also informed the Board that even with the slight increase in water rates, ALRW still has the lowest water rates of any incorporated city within the state of Ohio.

Mr. Munro stated that the only changes to the budget from the version presented on November 21, 2023 were the rounding of the numbers as requested by the Chairman.

Mr. Rickey moved, Mrs. Schnabel seconded, to approve the 2024 Fiscal Year budgets as presented by the CUE.

Mr. Rickey stated that although he had previously expressed concern and did not initially support any rate increase, he was pleasantly surprised with the modest increase that was presented and feels that the CUE and other ALRW staff have done a good job in maintaining the financial security of the organization.

Mr. Abram inquired if the total budget was forty-three or forty-four million dollars. Mr. Munro responded that he believed it was just shy of forty-four million dollars.

Mr. Dzwonczyk added that the things that the Board and ALRW Staff are doing together have enabled the organization to not over-burden the household budgets of the quarter of a million constituents that rely on ALRW for their water.

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush, and Schnabel
Nays: None
Motion carried.

Techwin Agreement

Mr. Munro stated that at the November 21, 2023 meeting he had presented to the Board a draft cooperative agreement with Techwin, Co. Ltd for the supply and installation of an on-site sodium hypochlorite generating station. Mr. Munro said that this partnership will allow Techwin to install their equipment at ALRW facilities to produce a 12% strength solution which would be a first in the United States at a water utility. Mr. Munro added that Techwin is trying to enter the United States market and that the Cleveland Water Alliance, led by Bryan Stubbs, had introduced the two parties. Mr. Munro stated that the timing of this venture works perfectly with ALRW's chemical upgrades that will be taking place at the WFP in the near future as that project includes plans to switch from using chlorine as a disinfectant to using sodium hypochlorite that will be delivered in bulk at the 12% strength. Being able to produce sodium hypochlorite at this concentration would help isolate ALRW from supply chain issues and could potentially develop into offering this product for sale to bulk customers or other consumers. Mr. Munro added that based off of feedback received at the last meeting, there were some minor changes introduced that allows ALRW staff to retain control over access to the facility and to clarify the insurance responsibility requirements for Techwin.

Mr. Munro also added that there is a clause that was added in the agreement that states it is a three-year term that can be extended for additional terms as agreed upon by both parties.

Mr. Rush moved, Mr. Abram seconded, to authorize the CUE to execute the agreement as amended with Techwin Co., Ltd. For an on-site sodium hypochlorite generating system per the presented agreement as amended.

Mr. Rickey expressed his concern that although references to the equipment imply that it is free, he feels there is significant cost to ALRW. Mr. Munro responded that the ALRW Engineering Department has requested quotes to obtain approximate costs of what the equipment ALRW is required to procure. Mr. Munro also stated that staff will still have to get the Board's approval for any purchases related to this project. The approval at this meeting is strictly related to the agreement with Techwin and does not allow staff to freely spend funds.

Mr. Rickey also sought clarification as to whether this agreement is tied in any way to the prior approval of engineering design services from HDR related to on-site generation at the WFP. Mr. Munro stated that if this system performs as expected it will significantly reduce the costs required to construct an installation of generating equipment in the future. Mr. Munro added that this system is scalable so even though it won't initially supply all of the sodium hypochlorite needed, it can have additional units added and increase capacity as needed.

Mr. Rickey further stated that he feels you can purchase a lot of sodium hypochlorite for the money that needs to be spent to perform this equipment trial. Mr. Dzwonczyk replied that having on-site generation provides the added benefit of insulating ALRW from supply chain issues such as when chlorine products were in short supply and that a utility without disinfection chemicals won't be able to produce any water.

Mr. Abram stated that historically Avon Lake Regional Water has always been on the cutting-edge of utilizing new technologies and he felt this was another example of ALRW being a leader.

Ayes (per voice vote): Abram, Dzwonczyk, Rush, and Schnabel

Nays: Rickey

Motion carried.

Project Updates

Power Plant Update: Mr. Yuronich informed the Board that work continues on the main portion of the power plant property on the north side of Lake Rd. Mr. Yuronich also showed photographs that provided a visual description of the work that was performed to connect the retention pond to the storm sewer in response to a request that Mrs. Schnabel had made at the last meeting. Aerial drone photos and ground level pictures were taken and the excavations were visible.

Mr. Rickey asked if they had relined the retention pond. Mr. Munro stated that they removed the original liner and had cleaned the debris out of the retention pond.

Mr. Dzwonczyk stated that he felt that eventually there should be a fence installed around the pond as a safety measure but understood that this would be something that the current owner is not obligated to install as the site is currently secure.

Mr. Rush inquired if the additional flow would cause a backup in the existing 24-inch that the retention pond was connected to. Mr. Munro stated that while storm water is something under the City's purview, Mr. Gaydar had been asked to review the plans to prevent a conflict of interest from Mr. Howard of Bramhall Engineering as Bramhall is contracted by both the City and ALERG. Mr. Munro stated that Mr. Gaydar's review deemed the plans satisfactory.

Councilman-elect Shamir inquired if there was a permit that was issued to complete the tie-in to the storm sewer. Mr. Munro stated that there was a permit issued by the Ohio Environmental Protection Agency (OEPA). Mr. Shamir stated that he was unable to locate a permit and when he inquired the City of Avon Lake told him that no permit was required. Mr. Shamir added that in order to connect this site to a Clean Water Act permitted lake there would have had to have been an approval process. Mr. Shamir also added that ALERG had been in violation of its discharge permit for thirty-one consecutive days from April to June of 2023.

Mr. Dzwonczyk stated that the retention pond had been in service probably since the Second World War and the recent removal of the coal would certainly mitigate any ongoing environmental effects, but in any case, the existing discharge would have the same water as would the new discharge location. Mr. Dzwonczyk questioned what the concentration of mercury in our produced water was and Mr. Yuronich answered that it was "undetectable."

Mr. Munro responded that he did not feel that was a completely accurate description. Based off of the information that ALRW had at the time it was one sample violation which then gave them the violation for the entire sampling period of one-month, May 2023. Mr. Munro also added that although the concentration of mercury exceeded the permit level, the permit was based off of the operational capacity of almost four million gallons per day. Currently the site is stating they have discharges in the amount of only about sixty thousand gallons per day so the amount of mercury discharged on a weight-basis is much, much less than if the power plant had still been operating at its past discharge flow rates.

Mr. Dzwonczyk stated that this appears to be a much more involved discussion than what can take place in this setting and encouraged Mr. Shamir and staff to follow up on this conversation in the appropriate setting. Mr. Dzwonczyk also added that he hopes Mr. Shamir understands that although all of the information is not conveyed publicly that ALRW is aware of and is staying on top of the situation.

ETL Design Services: Mr. Yuronich stated that the CUE received a redlined update to the agreement with Railpros and that agreement is currently under review.

WFP Improvements: Mr. Yuronich informed the Board that on November 17, 2023 the mandatory pre-bid meeting ALRW staff and HDR hosted about twenty-five attendees from the various firms that may bid on the project. Mr. Yuronich stated that there have been a large number of questions posed through the Bid Express platform that is hosting the bid. There have also been some questions raised about the requirements imposed by some of the funding methods that will be used such as the American Iron and Steel Act (AIS), the Build America, Buy America (BABA) Act and Water Infrastructure Finance and Innovation Act (WIFIA) and that these have led to a few situations where there are sole-source providers available for equipment. HDR and ALRW staff are currently working to see if there are additional providers that could be specified to increase competition. Because of these issues staff has elected to push the bid opening back one week. Bids will now be opened on December 22, 2023 at noon instead of the original date of December 15, 2023. Mr. Yuronich stated that staff feels this is worthwhile as every effort to control costs is worth it.

Mr. Rickey inquired about how many of the attendees were from general contractors. Mr. Munro stated that there are two prime bidders, Great Lakes Construction and Kenmore Construction.

Additional Storage Building: Mr. Yuronich stated that during this week there were inspections taking place by the Avon Lake Fire Department related to the exhaust fans, carbon monoxide monitoring equipment and fire alarm systems. Mr. Yuronich stated that the punch list walkthrough will take place the week of December 18, 2023. Mr. Yuronich also added that Northbay Construction hopes to have the utility work and punch list completed and invoiced by December 22, 2023 to close out the utility portion of the contract. Mr. Yuronich also added that the delivery of the wash bay equipment has yet to be confirmed.

Traveling Screen Replacement: Mr. Yuronich stated that the travelling screen continues to operate in manual mode only as staff is awaiting a programmable logic controller (PLC) that will allow programming of the unit along with complete integration into the SCADA system. Once this is complete WFP operators will be able to see real time information and manage the functionality of the screen from their control room PC. At a minimum the screen will make one rotation per day. If there is a blockage of the screen detected, it will cycle more often as needed.

Several pictures documenting the installation of the travelling screen were shown to give the Board and the public an idea on the size of the equipment and what it took to install this at the WFP. A video was also shown of the travelling screen in operation.

Mr. Dzwonczyk inquired about the type of water used to rinse off the screen. Mr. Yuronich stated that it is potable water used. Mr. Dzwonczyk asked how many gallons of water per day are used. Mr. Yuronich replied that he would have to get an answer on that. Mr. Dzwonczyk also inquired if this was a unique piece of equipment and Mr. Yuronich replied that although there are different heights used, the equipment is fairly standard.

Inductively Coupled Plasma Mass Spectrometer (ICP): Mr. Yuronich informed the Board that WFP Lab staff has completed their method development with the Thermo Scientific chemists and are now running side by side tests with a commercial laboratory. The only step remaining is certification through the Ohio EPA. Staff hopes to be fully certified by mid-January of 2024.

CUE Report

Mr. Munro stated that at the November 27th Avon Lake City Council Meeting they had passed two ordinances. One was for the new job description for the Business and Financial

Coordinator position that the Board had previously approved and one addressed the non-bargaining unit pay ranges.

Miscellaneous & Member Reports

None.

Public Speakers

None.

Executive Session

Mr. Rush moved, Mr. Abram seconded to meet in executive session as allowed by ORC §121.22 (G)(1), (G)(2), and (G)(3) to discuss personnel matters, the purchase and/or sale of property and pending legal matters and to include the CUE, the CUO, and a representative from Mansour Gavin.

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush and Schnabel

Nays: None

Motion carried.

The Board entered Executive Session at 7:33 PM.

The Board reconvened the public meeting at 8:41 PM.

Adjourn

As there was no further business, Mr. Abram moved, and Mr. Rush seconded, to adjourn. The meeting adjourned at 8:43 PM.

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush and Schnabel

Nays: None

Motion carried.

Approved December 19, 2023.

John Dzwonczyk, Chairman

Robert Munro, Clerk

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”), made as of _____, 2023 (the “Effective Date”), between the City of Avon Lake by and through its Board of Municipal Utilities dba Avon Lake Regional Water, a political subdivision of the State of Ohio with an address at 201 Miller Road, Avon Lake, Ohio 44012 (“ALRW”), and Techwin Co., Ltd., a company incorporated under the laws and regulations of Republic of Korea with an address at 60, Jikji-daero 474beon-gil, Heungdeok-gu, Cheongju-si, Chungcheongbuk-do, Republic of Korea (together with its legal successors and permitted assigns, “Techwin”).

Background

A. ALRW and Techwin desire to work together to on the procurement, construction, and operation of an onsite sodium hypochlorite generating system on property located at Lorain County Permanent Parcel No. 04-00-006-111-014 (the “Property”) and owned by ALRW to produce sodium hypochlorite in a liquid form for disinfection in ALRW’s water disinfection process (the “Project”).

B. In exchange for Techwin providing the Techwin Equipment (both as hereinafter defined) at no cost or expense to ALRW, ALRW desires to allow Techwin to provide tours and utilize the Project as a reference site for marketing its products and services to other interested parties.

The Agreement

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Procurement of Materials and Equipment.** ALRW shall be responsible, at its sole cost and expense for procuring and delivering the equipment and raw materials as listed on Exhibit A, attached hereto and incorporated herein (the “ALRW Materials”), to the Property for the Project and Techwin shall be responsible, at its sole cost and expense for procuring and delivering the equipment as listed on Exhibit A, attached hereto and incorporated herein (the “Techwin Equipment”), to the Property for the Project, including maintaining and insuring the risk of loss during shipping.

2. **Techwin and ALRW Services.** Techwin and ALRW shall each provide certain services under this Agreement as listed on Exhibit B, attached hereto and incorporated herein (collectively, the “Techwin Services” or “ALRW Services”).

3. **Construction.** The Techwin and ALRW Services shall be completed in a good and workmanlike manner in accordance with the plans and specifications as detailed on Exhibit C, attached hereto and incorporated herein (the “Plans and Specifications”). Construction of the Project and shipping of the Techwin Equipment shall commence as soon as reasonably practical after the Effective Date and shall last until the Project is complete and the onsite sodium hypochlorite generating system receives certifications for operation by all requisite governing authorities (the “Construction Period”). The Construction Period shall be up to 2 months from the date of arrival of the Techwin equipment at the site, provided that if it is necessary to change the Construction Period, it shall be determined by mutual agreement between the parties.

4. **Compliance with Laws and Specifications.** The Techwin Equipment shall be developed and designed in a good and workmanlike manner as a quality sodium hypochlorite generating

system project in conformity with all building, zoning, subdivision, traffic, parking, land use, environmental, occupancy, health, accessibility for disabled, and other applicable laws, statutes, codes, ordinances, rules, regulations, requirements, and decrees of any and all federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, agency authority, department, or body having jurisdiction over the Project, and the Plans and Specifications. ALRW has retained a consultant to provide guidance to it and Techwin related to the aforementioned regulations and shall request that it's consultant review whether the design performed by Techwin complies with those regulations.

5. **Maintenance.** During the Construction Period, Techwin shall be responsible for all costs associated with the Techwin Equipment, and ALRW shall be responsible for all costs associated with the ALRW Materials, construction and receiving certifications. After construction and Operation & Maintenance Training, ALRW shall be responsible for all costs associated with the Project.

6. **Supervision Service Fee.** In the event ALRW requests supervisory services from Techwin for the local Installation works, Startup, Commissioning and stabilization, Training for Operation & Maintenance of NaOCl production process at the ALRW facilities as listed on Exhibit B, ALRW will pay Techwin the below supervision fee for each person from Techwin providing such services:

- US Dollars 1,000 per day (based on 8 hours a day) for working days
- US Dollars 1,500 per day (based on 8 hours a day) for Holidays and Weekends

7. **Right to Equipment.** Title to Techwin's equipment shall be transferred to ALRW from the time of shipment at Korean port, however ALRW understands that the equipment is developed by Techwin's proprietary technology and therefore agrees that the equipment shall not be transferred to others, disassembled, remodeled or reverse engineered. If the equipment needs to be disposed of due to aging or incurable disorders (but not limited), it shall be notified to Techwin and disposed of at ALRW's expense.

8. **License to Techwin.** ALRW hereby grants to Techwin, and Techwin hereby accepts, a non-exclusive license (the "License") to use and occupy the Property for the purposes of providing the Techwin Services during the Construction Period and providing the Tours of the Property and Project for marketing after Construction Period. The Tours and Techwin's access to the Property and Project shall be limited to the normal business hours of ALRW, and ALRW reserves the right to have representatives on each and every Tour. The Property shall be used by Techwin for the aforementioned purposes only, and for no other purpose.

9. **Standard of Care.** Techwin and ALRW shall perform each Services in accordance with the degree of professional care, skill, judgment, and diligence ordinarily exercised by project developers regularly developing and operating development projects similar in scope and complexity to the Project. Techwin and ALRW shall fully and faithfully discharge their obligations and responsibilities hereunder and shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement.

10. **Relationship of the Parties.** Techwin acknowledges and agrees that it is acting under this Agreement solely as an independent contractor, and not as a partner, joint venturer, or employee of ALRW. Techwin shall have no authority to act for, bind, or obligate ALRW in any manner whatsoever, except to the extent specifically set out in this Agreement or as may be specifically authorized in writing by ALRW.

11. **Damage and Destruction.** Neither ALRW nor Techwin shall have any responsibility to the other or their respective agents, employees, contractors, or other invitees in the event of any damage to or theft or loss of any equipment or property of the other party, provided that each party shall pay the same degree of attention to the other party's equipment or property as paying attention to its own equipment or property, and the party incurring such damage, theft, or loss shall look to its own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any such damage, theft, or loss.

12. **Insurance.** Under the FOB (Free on board) condition, ALRW reserves the obligation to maintain insurance for the equipment provided by Techwin after shipment from Korean ports.

13. **Release.** ALRW hereby expressly waives and releases any and all claims, now known or hereafter known, against Techwin, for any injury, disability, death, or property damage arising out of or attributable to its actions on the Property at the operational stage, whether arising out of the negligence of ALRW, or any other participants, to the fullest extent permitted by law. ALRW hereby covenants not to make or bring any such claim against Techwin, and forever releases and discharges Techwin from liability under such claims. This waiver and release does not extend to claims for willful and wanton misconduct, or any other liabilities that Ohio law does not permit to be released by agreement.

14. **Indemnification.** Techwin shall indemnify, defend, and hold harmless ALRW against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by ALRW, arising out of or resulting from any claim of a third party related to the Tours of the Project, excluding any claim related to any negligence of ALRW or ALRW's employees, directors, or agents.

15. **No Representations or Warranties.** ALRW expressly disclaims all representations and warranties, express or implied, specifically that the Property or Project is fit or suitable for the Tours and expressly disclaims all representations and warranties, express or implied, that the Property will be secure, safe, or free from latent defects or dangerous conditions.

16. **Governing Law/Venue.** Without regard to its conflict of law principles, the laws of Ohio shall govern all matters with respect to this Agreement. Techwin and ALRW submit to the exclusive jurisdiction of the Ohio state or federal courts in or having jurisdiction over Avon Lake, Ohio for any action or proceeding regarding this Agreement.

17. **Dispute Resolution.** ALRW and Techwin agree to first pursue all efforts to resolve any dispute between the parties. In the event that the dispute cannot be resolved, the parties shall mediate the dispute. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

18. **Counterparts/Electronic Copies Same as Originals.** This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which

shall constitute one agreement. The Parties agree to be bound by facsimile signatures or executed counterparts exchanged electronically in the form of signed PDF copies.

19. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and the terms of this Agreement are contractual and not merely a recital. This Agreement supersedes any other agreements, oral or written, regarding the subject hereof. In entering into this Agreement, the Parties do not rely upon any promise, representation, or other inducement that is not expressly contained in this Agreement. This Agreement shall only be modified by the written consent of both Parties. Should any provision of this Agreement become legally unenforceable, the remaining provisions are severable and shall be construed as if the legally unenforceable provision was never included in the Agreement.

To evidence the acceptance of this Agreement, it has been duly executed and delivered as of the Effective Date.

**City of Avon Lake
by and through its Board of
Municipal Utilities
dba Avon Lake Regional Water**

Techwin Co., Ltd

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Equipment and raw materials provided by ALRW:

1. Chiller – for NaOCl generator and NaOCl cooling
2. Salt – Salt specification in Korea : Rock salt, No Br ion, Calcium less 40mg/L
BR ion is associated with disinfection byproduct (bromate).
Calcium is associated with the pre-treatment unit, so it can be reflected in the design if given the available specifications.
3. Salt Tank
4. NaOCl tank
5. Waste water storage tank (for chemical drain)
6. NaOH – required for NaOCl production process, usually 33% NaOH
7. Piping and electrical components to connect power, source water, salt tank, NaOCl tank, Chiller, and NaOCl injection, waste water (chemical/RO reject/cooling water).

Equipment provided by Techwin:

1. Containerized sodium hypochlorite (50kg-Cl₂/day, 12±1.2 T.% NaOCl) generating system, including pre-treatment units, generator with PLC, pumps, and NaOH tank, all inside 40-foot shipping container
2. Supply key consumables listed below for the 1 year of operation.

Unit	Item	Q'ty
RO unit	Micro filter	4ea
	Carbon filter	4ea
	Membrane filter	4ea
Pumps	Tube	1 bundle

Exhibit B

Techwin free Services:

1. Procurement and shipping of the Techwin Equipment from Techwin's facility in South Korea (or any other point of origination) to the US port(based on FOB);
2. Providing all equipment specifications to ALRW for procurement (data on ALRW Materials);
3. Provide ALRW all performance and operation assessments, up to and including, disinfectant quality assessments;

Techwin Services that require ALRW's payment:

1. Support for local installation of the Project at ALRW facilities, including, but not limited to the installations of the piping and electrical connections;
2. Startup, commissioning and stabilization of NaOCl production process at ALRW facilities;
3. Operational data for the stabilization period;
4. Operation and maintenance training for ALRW staff;
5. O&M requiring the dispatch of Techwin engineers during ALRW operational phase

ALRW free Services:

1. Providing appropriate consultant to review Techwin's design for compliance with relevant U.S. and Ohio law;
2. All works and duties for the receipt of certifications for operation by all requisite governing authorities;
3. Overseas Transportation to the United States, Custom Duties, Import Custom Clearance and Inland Transportation in the United States for Techwin's Product;
4. Support for Techwin supervisors to obtain a working VISA in the United States;
5. Performing operational authorization tasks(if required);
6. Technical and economic feasibility reports on operational results for the year following the acquisition of operational rights;
7. When Techwin requests a tour for marketing, the facility will remain in normal condition;

Exhibit C

Plans and Specifications of the Project





