

**RE: CITY OF HIGHLAND BEACH SODIUM HYDROXIDE SUPPLY FOR FY 2024**

Patrick Allman <PAllman@odysseymanufacturing.com>

Thu 10/26/2023 5:13 PM

To:David Richards <drichards@highlandbeach.us>

Dave,

My mistake. Your pricing will remain the same for next year at \$3.50 per gallon. Sorry for the confusion. Pat.

**Patrick H. Allman**

General Manager

Odyssey Manufacturing Co.

1484 Massaro Blvd

Tampa, Florida 33619

Office: (813) 635-0339

Fax: (813) 630-2589

Mobile: (813) 335-3444

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**From:** David Richards <drichards@highlandbeach.us>

**Sent:** Thursday, October 26, 2023 1:23 PM

**To:** Patrick Allman <PAllman@odysseymanufacturing.com>

**Subject:** Re: CITY OF HIGHLAND BEACH SODIUM HYDROXIDE SUPPLY FOR FY 2024

**Good afternoon Pat,**

**I see you wrote \$3.80 per gallon that our pricing will stay the same but right now we are paying \$3.50 per gallon. I just want to clarify the price before I put in the blanket PO for the year.**

**I attached one of our old invoices for you to see. We are able to take a full load of sodium hydroxide 50%.**

**Thank you for all your help with pricing!**



Thank you,

**David Richards**

Water Plant Superintendent

*Town of Highland Beach*

*3616 S. Ocean Boulevard*

*Highland Beach FL 33487*

*(561) 637-2036 Office*

*(561) 756-0689 Cell*

(561) 278-2606 Fax  
[www.highlandbeach.us](http://www.highlandbeach.us)

**PLEASE NOTE:** Florida has a very broad public records law. Most written communications to or from the Town of Highland Beach officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Highland Beach.

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**From:** Patrick Allman <[PAllman@odysseymanufacturing.com](mailto:PAllman@odysseymanufacturing.com)>  
**Sent:** Monday, September 11, 2023 6:17 PM  
**To:** David Richards <[drichards@highlandbeach.us](mailto:drichards@highlandbeach.us)>  
**Subject:** CITY OF HIGHLAND BEACH SODIUM HYDROXIDE SUPPLY FOR FY 2024

David,

This is going to the Village of Tequesta Council meeting on October 12<sup>th</sup>. Your pricing will remain the same at \$3.80 per gallon for FY 2024. Thanks. Pat.

**Patrick H. Allman**  
General Manager  
Odyssey Manufacturing Co.  
1484 Massaro Blvd  
Tampa, Florida 33619  
Office: (813) 635-0339  
Fax: (813) 630-2589  
Mobile: (813) 335-3444



## ODYSSEY

MANUFACTURING CO.

January 4 2023

Robert "David" Ailstock  
Water Plant Superintendent  
Town of Highland Beach  
3616 S. Ocean Blvd.  
Highland Beach, FL 33487

Re: **BULK SODIUM HYDROXIDE SUPPLY**

Encl: (1) Village of Tequesta Sodium Hydroxide Piggyback

Dear David,

As a follow-up to your recent request, Odyssey Manufacturing Co. hereby offers to let the Town of Highland Beach piggyback the City of Lake Worth's bid for 50% sodium hydroxide (a.k.a. caustic) effective immediately through September 30, 2023 at the firm lump sum delivered price of \$3.50 per gallon (\$1,095 per dry ton). This price is fixed and there are no fuel surcharges or other adders. I have attached a copy of the Village of Tequesta's bid package, Odyssey's bid, the contract and the various amendments. Nate Litteral is the point of contact with the Village of Tequesta @ 540-221-0571. This proposal is made with the understanding that Odyssey Manufacturing would supply all of the Town of Highland Beach's bulk sodium hydroxide needs for its Utilities Department only. As part of the chemical supply, Odyssey will provide technical assistance to your facilities as required.

As you know, no one in Florida makes caustic for resale. Instead, it is shipped into the state by either rail or barge. Odyssey is the only entity with a rail terminal in southeast Florida (we have two 40,000-gallon tanks in Lantana). We also have access to a barge terminal in Tampa as a backup.

In addition to providing high quality sodium hydroxide, Odyssey is a licensed plumbing and general contractor who specializes in the design, installation and servicing of chemical systems. We have installed over 3,000 chemical systems in Florida and done service work for more than half of the utilities in Florida. We have provided a significant amount of technical assistance and service work to the water and wastewater treatment industry in the past and would agree to continue to do so as part of the proposed sodium hydroxide supply. We have installed the sodium hypochlorite systems at the nearby Broward County WWTP, Coconut Creek Booster stations, City of Miramar water and wastewater treatment plants and City of Margate water and wastewater treatment plants just to name a few in your area.

Thank you for your consideration. We look forward to the opportunity to continue to serve your sodium hypochlorite needs in the future. As in the past, our proposal includes unlimited technical assistance with regard to your plant's chemical systems at no charge. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman  
General Manager

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

**FIFTH ADDENDUM TO THE AGREEMENT  
FOR THE PURCHASE OF SODIUM HYDROXIDE  
BY AND BETWEEN  
THE VILLAGE OF TEQUESTA  
AND  
ODYSSEY MANUFACTURING COMPANY CO.**

THIS FIFTH ADDENDUM, made and entered into this 10th day of November 2022, effective immediately, by and between the Village of Tequesta, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, hereinafter referred to as the "Village", and Odyssey Manufacturing Company CO., a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter referred to as the "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Purchase of Sodium Hydroxide, pursuant to RFQ No. UTIL 04-19, (hereinafter the "Agreement"), made and entered into by the Village and the Contractor on the 9th day of January 2020, is hereby amended in the following manner:

**Section 1:** The above-referenced Agreement shall be amended by increasing the pricing upon mutual agreement of the Parties from Nine Hundred Forty-Five Dollars (\$945.00) to One Thousand One Hundred and Ninety Dollars (\$1,190.00) per dry ton of 50% sodium hydroxide, as provided in Contractor's September 22<sup>nd</sup>, 2022, letter, which is fully incorporated into this Fifth Addendum and attached hereto as **Exhibit "1"**.

**Section 2:** The above-referenced Agreement shall further be extended by an additional year and shall now expire on September 30<sup>th</sup>, 2023.

**Section 3:** All other Sections and recitals of the above-referenced Agreement and amendments thereto shall remain in full force and effect.

**Section 4:** This Fifth Addendum shall be attached to the current Agreement and shall become a part thereof.

**IN WITNESS WHEREOF**, the Contractor and the Village have signed and executed this Fifth Addendum on the second page of this Fifth Addendum, with an effective date as noted above.

**ODYSSEY MANUFACTURING CO.**

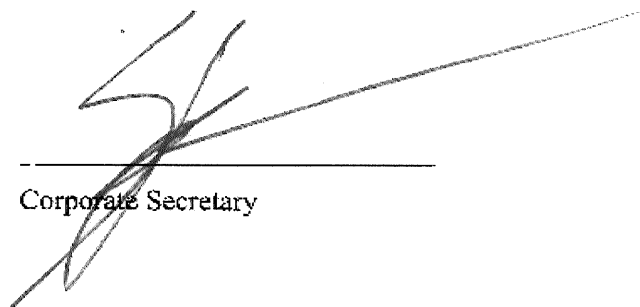


By: Patrick H. Allman  
General Manager

(Corporate Seal)



ATTEST:

  
\_\_\_\_\_  
Corporate Secretary

**VILLAGE OF TEQUESTA**

\_\_\_\_\_  
By: Molly Young, Mayor

ATTEST:

\_\_\_\_\_  
Lori McWilliams,  
Village Clerk

**ODYSSEY MANUFACTURING CO.**

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By: Patrick H. Allman  
General Manager

(Corporate Seal)

ATTEST:

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Corporate Secretary

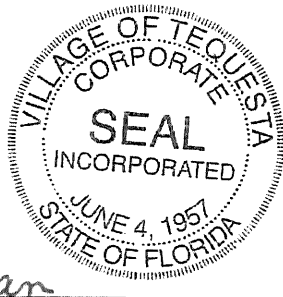
**VILLAGE OF TEQUESTA**

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By: Molly Young, Mayor

ATTEST:



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Lori McWilliams,  
Village Clerk

EXHIBIT 1

**ODYSSEY**

MANUFACTURING CO.

September 22, 2022

Mr. Nate Litteral  
Water Treatment Plant Superintendent  
Village of Tequesta  
901 North Dixie Highway  
Tequesta, Florida 33469

Re: **CONTRACT TO SUPPLY BULK SODIUM HYDROXIDE TO THE VILLAGE  
OF TEQUESTA UTILITIES DEPARTMENT – RFQ UTIL 04-19**

Encl: (1) Olin Price Increase letter dated July 15, 2022  
(2) Producer Price Index PCU3251803251804

Dear Nate,

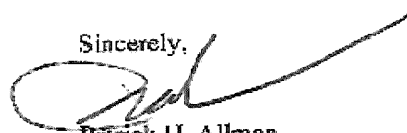
As you know, Odyssey Manufacturing Co. is currently supplying the Village of Tequesta sodium hydroxide (a.k.a. caustic) out of our rail terminal in Lantana, Florida for the past three years. The current pricing is \$940 per ton. Odyssey offers to renew its agreement for another year with the Village of Tequesta a \$1,190 per dry ton (this is equivalent to \$3.80 per gallon). This price is fixed and there are no fuel surcharges, delivery fees or other hidden charges. The new pricing would be effective October 1, 2022 through September 30, 2023.

As you know, there are no sodium hydroxide manufacturers in Florida. There are four companies in North America that ship caustic into Florida by either barge (three terminals in Tampa and one in Jacksonville) or rail (Odyssey has a rail terminal in Lantana and Sentry has one in Miami). This past quarter, Odyssey's price for sodium hydroxide was raised by \$250 per ton (see Enclosure (1)). As you can see from Enclosure (2), caustic costs have increased 65.4% in the past twelve months. Factoring in the previous increase earlier this year, your overall increase is 59.7% which is still less than the PPI. We will also assume the risk of future increases for the upcoming fiscal year.

Staying with Odyssey, the Village of Tequesta will achieve improved reliability over other suppliers in that the caustic will be delivered from our terminal less than 30 minutes away. We also have access to a barge terminal in Tampa as a backup. Lastly, our drivers practice safe handling practices and do not put the wrong chemical in the wrong tank (something you have experienced on more than one occasion with other companies). Additionally, Odyssey is proposing to sell the Village of Tequesta membrane grade caustic. This is much purer and has fewer heavy metals than the diaphragm caustic used by other utilities.

Thank you for your consideration. We look forward to the opportunity to serve your sodium hydroxide needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman  
General Manager

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

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### Databases, Tables & Calculators by Subject

Change Output Options: From: 2012  To: 2022

include graphs  include annual averages [More Formatting Options](#)

Data extracted on: September 21, 2022 12:45:38 PM

#### PPI Industry Data

**Series Id:** PCU3251803251804  
**Series Title:** PPI industry data for Other basic inorganic chemical manufacturing-Sodium hydroxide (caustic soda); not seasonally adjusted  
**Industry:** Other basic inorganic chemical manufacturing  
**Product:** Sodium hydroxide (caustic soda)  
**Base Date:** 198012

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016										301.3	311.9	314.4
2017	322.7	339.9	337.0	340.0	338.1	337.6	338.9	348.0	350.7	357.4	372.5	377.9
2018	378.9	430.7	435.6	423.0	440.5	442.4	438.2	436.1	427.1	433.8	423.9	417.6
2019	422.3	411.4	425.2	417.7	411.7	408.6	403.3	404.7	401.5	396.3	397.6	389.6
2020	383.4	373.5	372.9	373.9	381.5	381.7	385.5	387.8	384.0	386.9	374.6	373.2
2021	372.6	371.6	376.1	387.5	381.8	403.9	418.128	428.902	441.086	469.401	475.981	502.065
2022	575.850	561.775	582.568	589.714	643.308(P)	657.848(P)	702.235(P)	706.050(P)				

P - Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

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438 Stuart Road, NE, Cleveland, Tennessee 37312  
Phone: 423/336-4650 • Fax: 423/336-4850  
Internet Address: [www.olinchloralkali.com](http://www.olinchloralkali.com)

July 15, 2022

**SUBJECT: Caustic Soda Price Increase Announcement**

Dear Customer:

Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin) is amending and restating its Caustic Soda Price Increase Announcement dated June 30, 2022.

Effective immediately, or as contract terms permit, Olin is increasing the off-schedule prices of caustic soda as follows: Commercial Grade (diaphragm) caustic soda by \$200 per dry short ton (DST) in the U.S. and C\$280 per dry metric ton (DMT) in Canada; and Membrane Grade caustic soda by \$250 per DST in the U.S. and C\$355 per DMT in Canada, not to exceed our list price.

Prices are per net ton, 76% Na<sub>2</sub>O basis, ex. works.

Olin will continue to strictly adhere to an order control program and will be revising our allocation percentage to less than 100%, as contract terms permit. Lead times for all orders will be strictly adhered to in the following manner: 72 hours for truck shipments, 14 days for railcar shipments, and 30 days for barge shipments.

Your account manager will be in contact with you to answer any questions you may have regarding this price increase announcement and factors driving the current price increase.

We appreciate your business and your confidence in selecting Olin as your supplier.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Tessier".

Todd Tessier  
Marketing Director, North America Caustic Soda  
Olin Chlor Alkali Products and Vinyls

**FOURTH ADDENDUM TO THE AGREEMENT  
FOR PURCHASE OF SODIUM HYDROXIDE  
BY AND BETWEEN  
THE VILLAGE OF TEQUESTA  
AND  
ODYSSEY MANUFACTURING COMPANY**

THIS FOURTH ADDENDUM, made and entered into this 13th day of October 2022, effective immediately, by and between the Village of Tequesta, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, hereinafter referred to as the "Village", and Odyssey Manufacturing Company, a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter referred to as the "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Purchase of Sodium Hydroxide, pursuant to RFQ No. UTIL 04-19, (hereinafter the "Agreement"), made and entered into by the Village and the Contractor on the 9th day of January, 2020, is hereby amended in the following manner:

**Section 1:** The above-referenced Agreement shall be amended by increasing the pricing upon mutual agreement of the Parties from Nine Hundred Forty-Five Dollars (\$945.00) to One Thousand One Hundred and Ninety Dollars (\$1,190.00) per dry ton of 50% sodium hydroxide, as provided in Contractor' s September 22<sup>nd</sup>, 2022, letter, which is fully incorporated into this Third Addendum and attached hereto as **Exhibit "A"**.

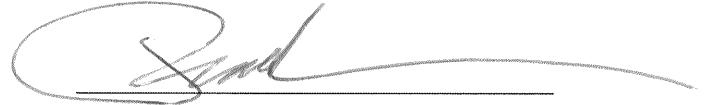
**Section 2:** The above-referenced Agreement shall further be extended by an additional year and shall now expire September 30<sup>th</sup>, 2023.

**Section 3:** All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

**Section 4:** This Fourth Addendum shall be attached to the current Agreement and shall become a part thereof.

**IN WITNESS WHEREOF**, the Contractor and the Village have signed and executed this Fourth Addendum on the second page of this Fourth Addendum, with an effective date as noted above.

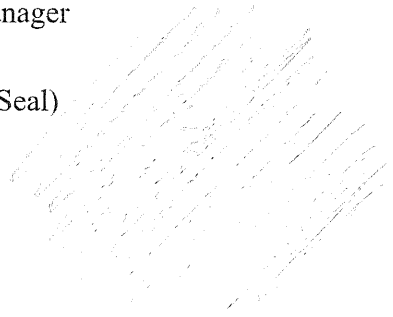
**ODYSSEY MANUFACTURING CO.**



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By: Patrick H. Allman  
General Manager

(Corporate Seal)



ATTEST:



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Corporate Secretary

**VILLAGE OF TEQUESTA**

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By: Molly Young, Mayor

ATTEST:

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Lori McWilliams,  
Village Clerk

**THIRD ADDENDUM TO THE AGREEMENT  
FOR PURCHASE OF SODIUM HYDROXIDE  
BY AND BETWEEN  
THE VILLAGE OF TEQUESTA  
AND  
ODYSSEY MANUFACTURING COMPANY**

THIS THIRD ADDENDUM, made and entered into this 14<sup>th</sup> day of April 2022, effective immediately, by and between the Village of Tequesta, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, hereinafter referred to as the "Village", and Odyssey Manufacturing Company, a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter referred to as the "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Purchase of Sodium Hydroxide, pursuant to RFQ No. UTIL 04-19, (hereinafter the "Agreement"), made and entered into by the Village and the Contractor on the 9<sup>th</sup> day of January, 2020, is hereby amended in the following manner:

**Section 1:** The above-referenced Agreement shall be amended by increasing the pricing upon mutual agreement of the Parties from Seven Hundred Forty-Five Dollars (\$745.00) to Nine Hundred Forty-Five Dollars (\$945.00) per dry ton of 50% sodium hydroxide, as provided in Contractor's March 28, 2022 letter, which is fully incorporated into this Third Addendum and attached hereto as Exhibit "A".

**Section 2:** All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

**Section 3:** This Third Addendum shall be attached to the current Agreement and shall become a part thereof.

**IN WITNESS WHEREOF**, the Contractor and the Village have signed and executed this Third Addendum on the second page of this Third Addendum, with an effective date as noted above.

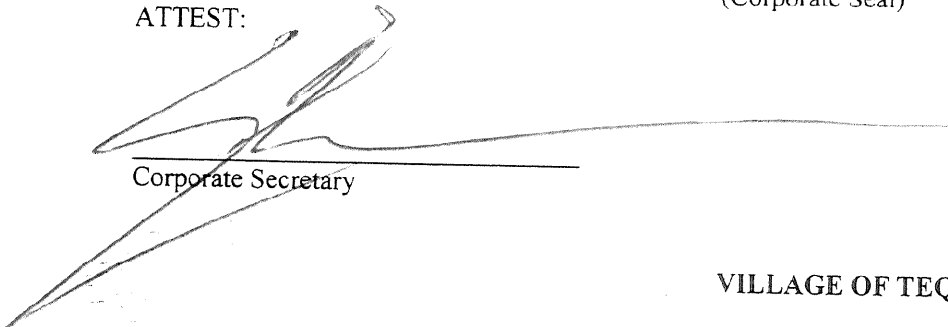
ODYSSEY MANUFACTURING CO.



By: Patrick H. Allman,  
General Manager

(Corporate Seal)

ATTEST:



Corporate Secretary

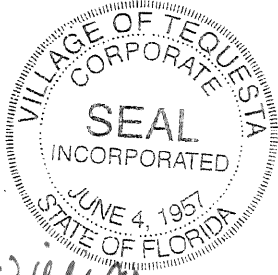
VILLAGE OF TEQUESTA

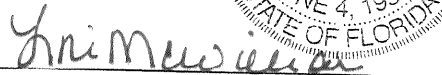


By: Molly Young, Mayor

(Seal)

ATTEST:



  
Lori McWilliams, MMC  
Village Clerk

# EXHIBIT A

**ODYSSEY**  
MANUFACTURING CO.

March 28, 2022

Mr. Nate Litteral  
Water Treatment Plant Superintendent  
Village of Tequesta  
901 North Dixie Highway  
Tequesta, Florida 33469a

**Re: SODIUM HYDROXIDE SUPPLY AGREEMENT TO THE VILLAGE OF  
TEQUESTA WATER TREATMENT FACILITY**

Encl: (1) Producer Price Index (PPI) for PCU3251803251804  
(2) UNIVAR e-mail to P. Allman dated March 21, 2022

Dear Mr. Litteral,

As you know, Odyssey Manufacturing Co. is currently supplying the Village of Tequesta sodium hydroxide at a delivered price of \$740 per ton under an agreement dated January 9, 2020 (the "Agreement"). The Agreement expires on October 1, 2022 and has no more renewals. Due to extraordinary market conditions, the price has been rising significantly each quarter for the past twelve months and in particular for the upcoming quarter. As such, Odyssey requests a change order to raise its pricing from \$745 per ton to \$945 per ton effective April 11, 2022. This pricing represents our breakeven cost without any profit.

There are no sodium hydroxide manufacturers in Florida and basically four companies produce it in North America and ship it to distributors by either barge or railcar. Odyssey receives railcar shipments at its terminal in Lantana, Florida. During the past twelve months, over 20% of the manufacturing capacity for caustic has been shutdown unexpectedly. There is no new plant construction in process and at this point it would take five years to bring on additional capacity in North America. Because of supply chain issues, barge caustic from Europe which may have helped ease this supply situation has not been available. As such, prices have significantly escalated each quarter for the past year. Attached is a Producer Price Index for caustic (which lags market by 3 - 4 months) showing that the pricing has increased by 57.5% in the past twelve months (see Enclosure (1)). Odyssey's pricing for the upcoming quarter from its supplier UNIVAR is \$885 per dry ton (see Enclosure (2)). When you factor in another \$60 per dry ton to deliver it, our breakeven pricing is \$945 per dry ton.


Thank you for your consideration. As we discussed, this is a force majeure situation in that no one could have reasonably predicated what is going on in the marketplace and the impacts of the war in Ukraine on commerce. We look forward to the opportunity to serve your sodium hydroxide needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY

[www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARD BLVD • TAMPA, FL 33610 • (813) 335-0888 • FAX (813) 630-2689

Sincerely,



Patrick H. Allman  
General Manager

\_\_\_\_\_  
Accepted for the Village of Tequesta

\_\_\_\_\_  
Name/Title

**Patrick Allman**

---

**From:** Melissa Peery <melissa.peery@UnivarSolutions.com>  
**Sent:** Monday, March 21, 2022 10:28 AM  
**To:** Patrick Allman  
**Subject:** RE: Contract Extension

Good morning Pat,

It looks like going into Q2 we are going to be in the high 800's. With the recent increase we've seen and the state of the market we've come to settle at \$885/DST for Q2. Is this price something you may be able to agree with? Please let me know if you'd like me to start the extension process or if you would like to have a call to discuss this further I can set that up this week as well.

Thank you,

Melissa Peery  
Sales Account Manager II - BCD  
Univar Solutions

C: 904-909-9316

[melissa.peery@UnivarSolutions.com](mailto:melissa.peery@UnivarSolutions.com)  
[UnivarSolutions.com](http://UnivarSolutions.com)



**From:** Patrick Allman <PAllman@odysseymanufacturing.com>  
**Sent:** Wednesday, March 16, 2022 4:16 PM  
**To:** Melissa Peery <melissa.peery@UnivarSolutions.com>  
**Subject:** RE: Contract Extension

**CAUTION: EXTERNAL EMAIL - Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Melissa,

Quarterly Pricing is OK. Thanks. Pat.

**From:** Melissa Peery <melissa.peery@UnivarSolutions.com>  
**Sent:** Wednesday, March 16, 2022 3:34 PM  
**To:** Patrick Allman <PAllman@odyssevmanufacturing.com>  
**Subject:** Contract Extension

Good afternoon Pat,

I am working on your contract extension now and after speaking with Maarten we wondered if you may be open to quarterly pricing as opposed to a set price throughout the end of the year. As you can imagine with rising energy costs and the situation in the Ukraine the market has been dramatically impacted and we are finding that caustic is becoming



increasingly tight. If we were to do set pricing now it may be higher than what we may see a few months down the road. Of course if you prefer set pricing we will provide that but we think you may benefit more from quarterly pricing. Please let me know your thoughts.

Thank you,

Melissa Peery  
Sales Account Manager II - BCD  
Univar Solutions

C: 904-909-9316

[melissa.peery@UnivarSolutions.com](mailto:melissa.peery@UnivarSolutions.com)  
[UnivarSolutions.com](http://UnivarSolutions.com)





### Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 To: 2022

include graphs  include annual averages

[More Formatting Options](#)

Data extracted on: March 28, 2022 (9:42:38 AM)

#### PPI Industry Data

**Series Id:** PCU3251803251804  
**Series Title:** PPI industry data for Other basic inorganic chemical manufacturing-Sodium hydroxide (caustic soda), not seasonally adjusted  
**Industry:** Other basic inorganic chemical manufacturing  
**Product:** Sodium hydroxide (caustic soda)  
**Base Date:** 198012

Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016										301.1	311.9	314.4
2017	322.7	339.8	337.0	340.0	338.1	337.6	338.9	348.9	350.7	357.4	373.5	377.9
2018	378.9	430.7	435.6	423.0	440.5	443.4	438.2	436.1	437.1	435.9	423.9	417.6
2019	412.3	411.4	425.2	417.7	411.7	408.6	403.3	404.7	401.5	396.3	392.6	389.6
2020	383.4	375.5	372.9	373.9	381.5	381.7	386.5	387.8	384.0	386.9	374.6	373.2
2021	372.6	371.6	376.1	397.5	381.6	403.9	418.126	426.902	441.086	469.401	475.981(P)	502.066(P)
2022	575.880(P)	585.123(P)										

P: Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

$$\begin{aligned}
 & \$585.123 - \$371.6 \\
 & = \underline{\hspace{2cm}} \\
 & \quad \quad \quad \$371.6
 \end{aligned}$$

$$\begin{aligned}
 & = 57.5\% \text{ in} \\
 & \quad \quad \text{past 12 months}
 \end{aligned}$$



July 13, 2021

Mr. Nate Litteral  
Water Treatment Plant Superintendent  
Village of Tequesta  
901 North Dixie Highway  
Tequesta, Florida 33469

Re: **CONTRACT TO SUPPLY BULK SODIUM HYDROXIDE TO THE VILLAGE OF TEQUESTA UTILITIES DEPARTMENT – RFQ UTIL 04-19**

Encl: (1) Olin Chloralkali Products and Vinyls Supply Letter dated August 5, 2021

Dear Nate,

As you know, Odyssey Manufacturing Co. “Odyssey” and the Village of Tequesta entered into an Agreement dated January 9, 2020 whereby Odyssey would supply sodium hydroxide (a.k.a. caustic soda) to the Village of Tequesta’s water treatment plant. This contract ends on October 1, 2021 (it was renewed once already) and has one more renewal remaining. Odyssey agrees to renew the contract for the final time effective October 2, 2021 through October 1, 2022 at a new delivered price of \$745 per ton.

As you know, we are in a period of unprecedented inflation in this country not seen since the 1970’s. Chemical pricing and costs in particular have gone through the roof over the past six months. The current pricing is \$570 per dry ton. The new pricing of \$745 per ton represents only the increases that have been passed onto us this year by our supplier, Olin (see Enclosure (1)). Olin is the largest chemical manufacturer in the world. There are no sodium hydroxide manufacturers in Florida, and we have rail terminals in Tampa and Lantana where we get the product shipped to us by railcar. We break the product down into on-site tanks and then ship it out by our tanker fleet. In addition, sodium hydroxide is in very short supply. We have allotments from Olin based on our last year’s volume and thus have guarantees behind us to be able to supply the Village of Tequesta.

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. We appreciate your support and continued business.

Sincerely,

Patrick H. Allman  
General Manager



CHLOR ALKALI  
PRODUCTS AND VINYL

490 Stuart Road NE, Cleveland, Tennessee 37312  
423/336-4850 • 423/336-4830  
Internet Address: [www.olinchloralkali.com](http://www.olinchloralkali.com)

August 5, 2021

Mr Pat Allman  
Odyssey Manufacturing Company  
1484 Massaro Blvd  
Tampa, FL 33619

Subject: **CAUSTIC SODA INCREASES – 2021 YEAR-TO-DATE**

---

Dear Pat:

Please accept this letter to confirm that the cumulative total of the price increases we have implemented to you on caustic soda 50% for 2021 is \$175/DST. Please let me know should you have any questions or need additional information.

Yours truly,

*Mark Swinford*

Account Manager

**FIRST ADDENDUM TO THE AGREEMENT  
FOR PURCHASE OF SODIUM HYDROXIDE  
BY AND BETWEEN  
THE VILLAGE OF TEQUESTA  
AND  
ODYSSEY MANUFACTURING COMPANY**

THIS FIRST ADDENDUM, made and entered into this 12 day of November 2020, effective retroactively to October 2, 2020, by and between the Village of Tequesta, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 345 Tequesta Drive, Tequesta, FL 33469, hereinafter referred to as the "Village", and Odyssey Manufacturing Company, a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter referred to as the "Contractor", both of whom agree that the current Agreement for Purchase of Sodium Hydroxide, pursuant to RFQ No. UTIL 04-19, (hereinafter the "Agreement"), made and entered into by the Village and the Contractor on the 9<sup>th</sup> day of January, 2020, is hereby amended in the following manner:

**Section 1:** The above-referenced Agreement regarding Contractor's annual provision of up to 100 dry tons of 50% food grade (NSF Approved) liquid sodium hydroxide for the Village's potable water treatment process is extended to run, at the same terms and conditions, from October 2, 2020, through October 1, 2021. This is the first of two (2) one-year extensions of the term of the Agreement as permitted by the provisions of the Agreement at Section 3, titled 'Term; Termination; Notice.'

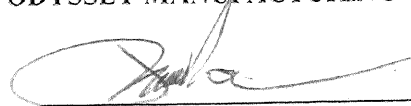
**Section 2:** All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

**Section 3:** This First Addendum shall be attached to the current Agreement and shall become a part thereof.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the Village have signed and executed this First Addendum with an effective date as noted above.


ODYSSEY MANUFACTURING CO.



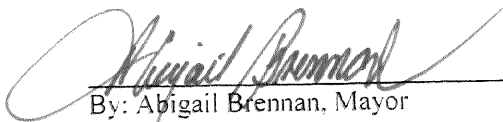
By: Patrick H. Allman,  
General Manager

(Corporate Seal)

ATTEST:


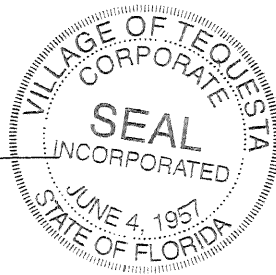
  
\_\_\_\_\_  
Corporate Secretary

VILLAGE OF TEQUESTA

  
\_\_\_\_\_  
By: Abigail Brennan, Mayor

(Seal)

ATTEST:

  
\_\_\_\_\_  
Lori McWilliams, MMC  
Village Clerk

**ODYSSEY**  
MANUFACTURING CO.

December 11, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS,  
CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

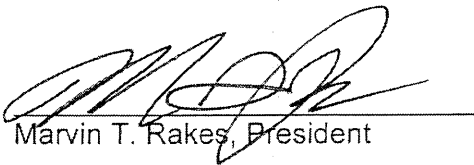
WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28<sup>th</sup> day of March, 2019.



Stephen Sidelko, Secretary

CORPORATE SEAL



Marvin T. Rakes, President

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE BLENDED SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

# Village of Tequesta

345 Tequesta Drive  
Tequesta, FL 33469



561-768-0700  
www.tequesta.org

RECEIVED JAN 21 2020

Odyssey Manufacturing Co.  
1484 Massaro Blvd.  
Tampa, FL 33619

Mr. Allman,

Please find enclosed a fully executed agreement for your records.

We look forward to conducting business with Odyssey throughout the coming year.

Kind Regards,

Nate Litteral



*Nathan Litteral*  
*Village of Tequesta*  
*Water Plant Superintendent*  
*Tequesta, FL 33469*

Off. 561-768-0493  
Cell 561-262-1084

Email: [nlitteral@tequesta.org](mailto:nlitteral@tequesta.org)

Vice-Mayor Kristi Johnson  
Council Member Laurie Brandon

Mayor Abby Brennan  
Village Manager Jeremy Allen

Council Member Vince Arena  
Council Member Kyle Stone



**VILLAGE OF TEQUESTA**  
**AGREEMENT FOR PURCHASE OF SODIUM HYDROXIDE**

THIS AGREEMENT FOR PURCHASE OF SODIUM HYDROXIDE is entered into and effective this 9 day of January, 2020 (the “Effective Date”), by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469-0273, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Village”; and ODYSSEY MANUFACTURING COMPANY, a Florida corporation with offices located at 1484 Massaro Blvd., Tampa, Florida 33619, hereinafter the “Contractor” and collectively with the Village, the “Parties”.

**WITNESSETH**

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide up to 100 dry tons of 50% food grade (NSF Approved) liquid sodium hydroxide annually for use in the Village’s potable water treatment process. The Parties agree to enter into this Agreement pursuant to the Village’s Notice of Solicitation for RFQ # UTIL 04-19, which is hereby fully incorporated into this Agreement and attached hereto as Exhibit “A”.

2. **COMPENSATION:** In consideration for the above Scope of Services, pricing shall be five hundred seventy dollars (\$570.00) per dry ton of 50% sodium hydroxide, pursuant to the Contractor’s quote provided in the Contractor’s December 4, 2019 correspondence with the Village, attached hereto as Exhibit “B”.

3. **TERM; TERMINATION; NOTICE:** This Agreement shall be effective for a term that commences on the Effective Date and terminates on October 1, 2020. In addition, this Agreement may be renewed for two (2) additional one-year terms with the consent of both Parties, as detailed in Exhibit “B”. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, FL 33469-0273 Attn: Matthew Hammond, Utilities Director	Odyssey Manufacturing Co. 1484 Massaro Blvd. Tampa, Florida 33619 Attn: Patrick H. Allman, General Manager

4. **INSURANCE:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance in such amounts as deemed sufficient by the Village and shall name the Village as an “additional insured” on the liability portion of the insurance policy.

5. **INDEMNIFICATION:** The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

6. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

7. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agree that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

8. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations.

All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

9. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

10. **FORCE MAJEURE:** The Contractor shall not be considered in default by reason of any failure in performance under this Agreement if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include but are not limited to: acts of God; acts of war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

11. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.

12. **AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the provision of services called for in this Agreement without prior written consent of the Village.

13. **PUBLIC RECORDS:** In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10,

*Florida Statutes.* Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT [lmcwilliams@tequesta.org](mailto:lmcwilliams@tequesta.org), OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.**

14. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

15. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

16. **WAIVER:** No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement hereof. The Village's

consent to or approval of any act requiring the Village's consent or approval of any act by the Contractor shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

17. **ENTIRE AGREEMENT:** This five (5) page Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSES:

**ODYSSEY MANUFACTURING CO.**

Tiffany Thaxton, Tiffany Thaxton

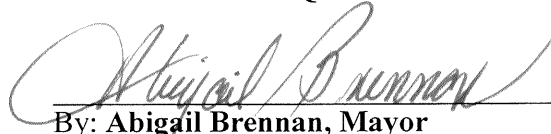


By: Patrick H. Allman, General Manager

Miya M. Miyamarcus

(Corporate Seal)

**VILLAGE OF TEQUESTA**



By: Abigail Brennan, Mayor

ATTEST:

Lori McWilliams  
Lori McWilliams, MMC  
Village Clerk



# EXHIBIT A

## Village of Tequesta

345 Tequesta Drive  
Tequesta, FL 33469



561-768-0700  
[www.tequesta.org](http://www.tequesta.org)

### NOTICE OF SOLICITATION RFQ # UTIL 04-19

#### 50% Sodium Hydroxide Annual Purchase

The Village of Tequesta is seeking Quotes from qualified suppliers to provide:

**Delivery of 50% food grade (NSF Approved) liquid sodium hydroxide for use in the potable water treatment process. The Village anticipates to order up to 100 dry tons during the 2019-2020 fiscal year.**

Quotes are being received beginning November 21, 2019 through December 5, 2019 at 5:00 p.m. To submit a quote or for any questions regarding the specifications and Solicitation process please contact Nate Litteral, Water Plant Superintendent, at [nlitteral@tequesta.org](mailto:nlitteral@tequesta.org).

**ADA ACCESSIBILITY NOTICE:** The Village of Tequesta strives to be an inclusive environment. As such, it is the Village's policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 ("ADA") by ensuring that the Contractor's [agreement/bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement/bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at [www.w3.org/TR/WCAG/](http://www.w3.org/TR/WCAG/).

The Village of Tequesta is exempt from Federal and State Taxes for tangible personal property tax. The Village of Tequesta reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

Vice-Mayor Kristi Johnson  
Council Member Laurie Brandon

Mayor Abby Brennan  
Village Manager Jeremy Allen

Council Member Vince Arena  
Council Member Kyle Stone

# EXHIBIT B



**ODYSSEY**  
MANUFACTURING CO.

December 4, 2019

Mr. Nate Litteral  
Water Treatment Plant Superintendent  
Village of Tequesta  
901 North Dixie Highway  
Tequesta, Florida 33469

Re: **SODIUM HYDROXIDE SUPPLY TO THE VILLAGE OF TEQUESTA  
WATER TREATMENT FACILITY**

Dear Nate,

As you know, Odyssey Manufacturing Co. is currently supplying the Village of Tequesta sodium hypochlorite and has done so for the past ten years. As you know, we recently began selling sodium hydroxide out of our rail terminal in Lantana, Florida. As such, Odyssey proposes to sell 50% sodium hydroxide to the Village of Tequesta for the firm lump sum price of \$570 per ton effective immediately through September 30, 2020 (NET 30). As an option, we agree to fix this pricing through September 30, 2021 if the customer desires a two-year contract or include an option where the Village of Tequesta can renew this contract for up two additional one-year terms with both parties consent. This price is fixed and there are no fuel surcharges, delivery fees or other hidden charges. Because of the limited storage available at your plant, we can provide you caustic on one day's notice in order to allow us to make full tanker deliveries. Additionally, we are providing membrane grade caustic and our Lantana facility is NSF-60 certified for sodium hydroxide. We have a backup supply at our Tampa facility which is also NSF-60 certified.

In addition to the guaranteed and improved pricing, the Village of Tequesta will achieve improved reliability as the caustic will be delivered from our terminal less than 30 minutes away. We also have access to a barge terminal in Tampa as a backup. Odyssey is proposing to sell the Village of Tequesta membrane grade caustic.

Thank you for your consideration. We look forward to the opportunity to serve your sodium hydroxide needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman  
General Manager

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



March 28, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28<sup>th</sup> day of March, 2019.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President