

**FIRST AMENDMENT TO CONTRACTOR AGREEMENT  
(PURCHASE OF SNC-N2 PHOSPHATE)**

**THIS FIRST AMENDMENT** (the "Amendment") is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation (the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Shannon Chemical Corporation**, a corporation authorized to do business in the State of Florida the ("CONTRACTOR"), with its office located at 602 Jeffers Circle, Exton, PA 19341.

WHEREAS, phosphate is a necessary chemical at the City of Lake Worth Beach Water Treatment Plant for the treatment of potable water to control corrosion thereby; and

WHEREAS, on November 21, 2020, the CITY and CONTRACTOR entered into an Agreement for the Purchase of SNC-N2 Phosphate ("Agreement"); and

WHEREAS, the term of the Agreement was for three (3) years with two (2) single year renewal options; and

WHEREAS, due to global manufacturing price increases the CONTRACTOR had to increase their price; and

WHEREAS, the CONTRACTOR submitted a rate schedule for a price increase for one year as set forth in Exhibit "A" attached hereto; and

WHEREAS, the CITY has reviewed the price increase schedule and determined that the increase is fair and reasonable; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds amending this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and First Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Except as amended by this First Amendment, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect.
3. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this First Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such part

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment for purchase of SNC-N2 Phosphate on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Coyne, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **SHANNON CHEMICAL CORPORATION**

By: \_\_\_\_\_  
*DCN-*

[Corporate Seal]

Print Name: Daniel C. Flynn

Title: President

STATE OF Pennsylvania )  
COUNTY OF Chester )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 16th day of September, 2022, by Daniel C. Flynn, as the President (title), of **Shannon Chemical Corporation**, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bin the Consultant to the same.

*Kimberly D'Ambrosio*  
Notary Public Signature

Notary Seal:

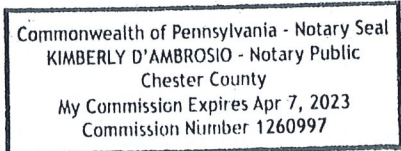


Exhibit A  
Pricing Schedule



Shannon Chemical Corp.  
P.O. Box 376, Malvern, PA 19355 • Phone: (610) 363-9090 • Fax: (610) 524-6050

August 29, 2022

City of Lake Worth  
Water Treatment Plant  
301 College Street Lake Worth, FL 33460

Attention: Garry Baker; Chief Operator

Subject: Phosphate  
Dear Garry,

Thank you for reaching out to **Shannon Chemical Corporation** in reference to the above subject matter.

**SNC-N2** is a unique proprietary blend of phosphates specifically designed to minimize distribution system corrosion. **SNC-N2** is the best Lead and Copper corrosion inhibitor available to the waterworks industry. **SNC-N2** is a non-zinc blend of three different polyphosphates. **SHANNON CHEMICAL CORPORATION** looks forward to continuing to supply Lake Worth with our outstanding proprietary blend, **SNC-N2**.

Garry, **SNC-N2** was designed 25 years ago to assist you and Lake Worth with the development of a better product that produced smooth calcium carbonate deposition throughout your service area. At that time, you were using a generic phosphate product that was not providing desired results. **SNC-N2** was introduced as an effective stabilizing agent which produced a protective thin egg like deposit throughout the entire surface area. The product has been very successful over the past 25 years.

**SNC-N2** is a sole source product that was designed specifically for the City of Lake Worth. No other companies have a product that is identical to **SNC-N2**.

Prices are up over 100% on all phosphates in the past 12 months. I have attached some of the publicly announced producer price increases for your review. The supply/demand curve and the new world economy have been responsible for the sharp rise in pricing.

**Shannon Chemical Corporation** offers to supply **SNC-N2** at the following pricing schedule:

\$2.97/# firm for 90 days  
\$3.19/# firm for 1 year

All other terms and conditions remain the same.

Thank you for the trust and commitment that you and the City of Lake Worth have placed in **Shannon Chemical Corporation**.

Respectfully,  
**Shannon Chemical Corporation**

Daniel C. Flynn  
President