

**MUNICIPAL COOPERATIVE OF SOUTHERN CHESTER COUNTY
BID RESULTS**

May 19, 2020

FUEL

Dixie Land Energy
281 E. Main Street
Rising Sun, MD 21911

**** LOW BID**

***** ONLY BID**

Approximate Quantities	Unit	Description	DELIVERED UNIT PRICE	Differential Price	Total
69,000	Gallons	Gasoline – 87 octane	\$0.9715	.2200	\$67,033.50
53,900	Gallons	Diesel Fuel – Low sulfur w/ additive	\$0.9888	.2200	\$53,296.32
3,200	Gallons	Diesel Fuel – Off Road use	\$0.9934	.2200	\$3,178.88
6,000	Gallons	Heating Oil #2	\$0.9429	.2200	\$5,657.40
TOTAL			\$129,166.10		

GENERAL BIDDER INFORMATION

The Municipal Cooperative of Southern Chester County is made up of representatives of local municipalities from the Boroughs of Avondale, Kennett Square, West Grove and the Townships of Kennett, New Garden, East Marlborough, London Grove, Pennsbury, West Marlborough and Pocopson. The "Cooperative" is acting as a bidding agent and has no power to purchase supplies. Contracts for supplies will be between successful bidders and the participating municipalities.

It shall be understood and agreed that any quantities listed on this proposal are estimated, and may be increased or decreased in accordance with the actual requirements of the municipalities and that the municipalities, in accepting any Bid Contract, agree to purchase only the material in such quantities as represent the actual requirements of the municipalities.

The bid will be awarded to the bidder with the lowest differential over the OPIS Philadelphia low Rack price. The OPIS price will be the day of the first advertisement, Tuesday May 4, 2020. The vendor will supply OPIS Pricing for price verification when requested. The invoice will include the quantity, date delivered, OPIS Philadelphia Low Rack for the date of delivery, and the calculated invoice amount as per the bid.

All bid proposals must be submitted on the official forms provided by the Municipal Cooperative of Southern Chester County and shall include the name, address, phone number and fax number of the bidding company. Bids must be for the entire list. Partial bids will not be accepted.

Each bid proposal shall be clearly marked on the outside of the envelope as a sealed bid and shall be addressed to: Municipal Cooperative of Southern Chester County PO Box 190, West Grove PA 19390. "Fuel Bid" must be clearly marked outside of the envelope in the lower left hand corner. Must include the **address, phone number, email address and fax number** of the company.

Each bid proposal shall be accompanied by a certified check or bid bond in the amount of 10% of the total bid and drawn to the order of the M.C.S.C.C.

Each successful bidder shall be required to furnish such performance and payment bonds to each municipality entering into the contracts with the bidder, as are required by Pennsylvania Law. Such bonds shall be furnished at the expense of the bidder.

Prices shall be quoted without Federal Excise or Transportation Taxes or Commonwealth of Pennsylvania Sales Tax, as the participating municipalities are exempt from all taxes.

BID NOTICE

Sealed proposals will be received by the Municipal Cooperative of Southern Chester County, Pennsylvania at PO Box 190, West Grove PA 19390. Bids will be awarded on May 19, 2020, for the purchase of the below.

FUELS

The bid will be awarded to the bidder with the lowest differential over the OPIS Philadelphia low Rack price. The OPIS price will be the day of the first advertisement, May 4, 2020. The vendor will supply OPIS Pricing for price verification when requested. The invoice will include the quantity, date delivered, OPIS Philadelphia Low Rack for the date of delivery, and the calculated invoice amount as per the bid.

Gasoline – 87 octane	65,500 gallons
Diesel Fuel – Low sulfur w/ additive	52,500 gallons
Diesel Fuel – Off road use	1,800 gallons
Heating Oil – # 2	6,000 gallons

All amounts are based on a more or less quantity as per the need of each Municipality.

Proposals must be upon the forms furnished by the Municipal Cooperative and may be obtained by calling 345-0100 or by emailing coopbid@gmail. Bids must be submitted in a sealed envelope plainly marked "Fuel Bid". The supplier will provide the awarding municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract. Bids will be opened during a virtual conference at 11:30 am, on May 19, 2020.

To attend the bid opening visit

<https://us02web.zoom.us/j/87310597342?pwd=bXdkVzAST2R3c2VlSmRlRVRYUVdDU'09>

Bids may be delivered to the London Grove Township Building at 372 Rose Hill Road, West Grove PA 19390

Shane Kinsey
Municipal Cooperative of Southern Chester County

*Please publish in the Legal Advertising Section on the following days: 5/4/2020 and 5/11/2020
Proof Publication Requested*

The participating municipalities reserve the right to reject any or all bids or to waive any minor discrepancies in the bids or specifications when deemed to be in the interest of the municipalities.

Failure of the bidder to sign the bid proposal or have the signatures of an authorized representative or agent on the bid proposal in the space provided may be cause for rejection of bid proposal.

By submitting its bid proposal the bidder agrees to enter into a contract to furnish each participating municipality the quantity of materials listed at the unit price or prices quoted.

Each municipality shall be invoiced separately. All invoicing must be done within 30 days of delivery.

Material shall meet specifications prepared by the Municipal Cooperative of Southern Chester County. Bidders shall, upon request, make available to the Municipal Cooperative of Southern Chester County, or to the participating municipalities, samples and technical information in regard to their materials. Complete specifications and bidders' information may be obtained by email coopbid@gmail.com.

Any bidder may withdraw his bid proposal at any time before the time set for receipt of bids. No bids may be withdrawn after 11:30 a.m. of the date scheduled for opening of bids. Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. Bidders or their authorized agents are invited to be present via virtual methods when the bids are opened and read publicly at the time specified.

Questions, please contact Shane Kinsey
Direct 610-345-0100
coopbid@gmail.com



**PROPOSAL AND CONTRACT FOR
EQUIPMENT AND/OR MATERIALS ONLY ***

INSTRUCTIONS ON PAGE 3

(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

- All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of 4/1/2020"
DATE

Municipal Cooperative of Southern Chester County
MUNICIPALITY (NAME & TYPE)

Shane P. Kinsey
SECRETARY

- Sealed Proposals will be received on or before 11:30 AM, on the above Letting Date.
TIME

P.O. Box 190
West Grove, Pa 19390

- Bids will be opened and read at approximately 11:30 AM, on the above Letting Date.
TIME

ADDRESS
610-345-0100
MUNICIPAL CONTACT PHONE NUMBER

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices (Attachment 1) in accordance with the current PennDOT Specifications (Pub. 408), except bidders need not be prequalified by PennDOT (Sec. 102.01). It is understood that: (1) Bituminous materials will be purchased weight or converted gallons at 60°F. (2) Supplier must furnish Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIX CERTIFICATION. (3) The Municipality reserves the right to make an award on the basis of quotations received for any item or on the basis of the aggregate total for all like items on which quotations are received.
- Contract shall expire in one year from Date of Award or _____ (DATE)

B. CONTRACTOR'S CERTIFICATION

Proposal of Dixie Land Energy LLC (NAME OF CONTRACTOR)
281 E Main Street Rising Sun Md 21911 (ADDRESS)

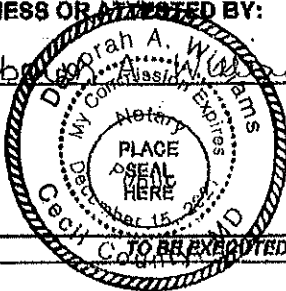
- It is hereby certified as follows:
 - The only person (s) having an interest in this proposal is (are) [include owners of leased equipment]:
Bozil Stephen Perry Jr. President
 - None of the above persons are employees of the municipality.
 - This proposal is made without collusion with any other person, firm or corporation.
 - All specifications referred to above have been examined by the suppliers. The supplier understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).
- Accompanying this proposal is a certified check or bid bond in the amount of \$ 12,915.61 made payable to the municipality, as a proposal guarantee which, it is understood, will be forfeited in case the supplier fails to comply with the requirements of the proposal.
- Name(s) of source(s) of supply of bituminous materials.

* For Contract Projects, use MS-944.

- 4. The supplier will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled and, when required by law, not less than the applicable prevailing wage.
- 5. The supplier will provide the municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract.

WITNESS OR ATTESTED BY:

Deborah A. Williams
 TITLE: Secretary



Dixie L. Emery
 SUPPLIER

BY: Beithy Pugh - President
 TITLE:



TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON:

ATTESTED BY:

DATE _____

TITLE: _____

Municipal Cooperative of Southern Chester County
 MUNICIPALITY

BY: _____
 TITLE:

(SEAL)

TITLE: _____

TOTAL AMOUNT OF CONTRACT:

TITLE: _____

\$ _____

ITEMS INCLUDED IN CONTRACT:

Various fuel products. See attached list

SCHEDULE OF PRICES - MATERIALS

BIDDER NAME:

Dixie Land Energy LLC

1 ITEM NO.	2 APPROX. QUANTITY	3 ^{**} UNIT	4 ^{**} DESCRIPTION	5 REMARKS AND / OR DELIVERY DATES	6		A TOTAL (2 X 6)	7		B TOTAL TOTAL (2 X 7)	8 ^{**}		C TOTAL TOTAL (2 X 8)
					UNIT PRICE	FOB PLANT		UNIT PRICE DELIVERED AT JOB SITE	UNIT PRICE DELIVERED AS DIRECTED				
1	69000	Gallons	Gasoline 87 Octane	5/4/2020 Deliver to: M.C.S.C.C.	0.7515		\$51,853.50	0.22		\$15,180.00	0.9715		\$67,033.50
2	3200	Gallons	Ultra Low Diesel Fuel - Off Road Use		0.7794		\$2,474.88	0.22		\$704.00	0.9934		\$3,178.88
3	59900	Gallons	Ultra Low Diesel Fuel - Low Sulfur w/additive		0.7688		\$41,438.32	0.22		\$11,858.00	0.9888		\$53,296.32
4	6000	Gallons	Heating Oil #2		0.7229		\$4,337.40	0.22		\$1,320.00	0.9429		\$5,657.40

The price of the fuel will be the daily (day of delivery) OPIS (Oil Price Information Service) Philadelphia OPIS low rack plus a differential added on that will remain firm for the remainder of the contract. Differentials are as follows:
Gasoline 87 Octane .22
Ultra Low Sulfur Diesel Off Road .22
Ultra Low Sulfur Diesel (On Road) .22
Heating Oil #2 .22

* Gallons - Tons - Feet - etc. ** Includes Class - Size - Diameter
***For Bituminous or other Pavements in Place, Use Form 944
ALL COLUMNS MUST BE COMPLETED UNLESS OTHERWISE INDICATED.

USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1ST AND OCTOBER 21ST EXCEPT AS NOTED IN BULLETIN NO. 25.

PERFORMANCE BOND
(With Corporate Surety)

Attachment # 2

KNOW ALL MEN BY THESE PRESENTS, That we, _____

as Principal and _____

a corporation incorporated under the laws of the State of _____

as Surety, are held and firmly bound unto _____

In the full and just sum of _____

(\$ _____) dollars lawful money of the United States of America, to be paid to the above

Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval to the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____

(DATE OF BOND)



Attest / Witness

Boyd Stephen Perry Jr.

CONTRACTOR

TITLE

BY *President*

TITLE:



Attest / Witness

SURETY COMPANY

TITLE

TITLE:

**SOUTHERN CHESTER COUNTY
MUNICIPAL COOPERATIVE**

2020 FUEL

FUELS	NGT	EMT	KT	Penns	Pocop	Avondale	WGB	KSB	LGT	WMT	TOTAL
Gasoline - 87 octane	25,000	5,000	10,000	2,000			3,500	20,000	3,000	500	69,000
Ultra Low Diesel Fuel - off road use							1,400	800	1,000		3,200
Ultra Low Diesel Fuel - Low Sulfur w/Additive	10,000	9,000	8,000	4,000	4,000		1,400	8,000	6,000	3,500	53,900
Heating Oil - #2								3,000		3,000	6,000

NGT = New Garden Township
 EMT = East Marlborough Township
 KT = Kennett Township
 Penns. = Pennsbury Township
 Pocop. = Pocopson Township
 LGT = London Grove Township
 KSB = Kennett Square Borough
 WGB = West Grove Borough
 WMT = West Marlborough Township

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DIXIE LAND ENERGY, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 459

6 City, state, and ZIP code
RISING SUN, MD 21911

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

1	3	-	4	2	0	9	4	3	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **AUGUST 14, 2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Dixie Land Energy, LLC
281 E. Main St.
Rising Sun, MD 21911

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

MUNICIPAL COOPERATIVE OF SOUTHERN CHESTER COUNTY, PENNSYLVANIA
PO Box 190
West Grove, PA 19390

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT:

10% of bid

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Fuel Bid

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of May, 2020

Debbie Williams
(Witness)

Dixie Land Energy, LLC

(Principal)

Burt K. [Signature]
(Title)

(Seal)

Garry F. Stallings
(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

Michele Hennessey
(Title)
Michele Hennessey, Account Manager

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Derek Richardson, Jennifer Maiocco, Michele Hennessey, Candy McAndrew, Bruce Grau,

of Hunt Valley, MD its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY
Stephen A. Jett
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 14th day of May, 2020



Scott R. Bolan
Assistant Secretary



DIXILAN-01

STEVENM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Richardson Insurance Group, LLC 117 Church Lane Hunt Valley, MD 21030	CONTACT NAME: PHONE (A/C, No, Ext): (410) 666-5911 E-MAIL: ADDRESS:	FAX (A/C, No): (410) 667-4667
	INSURER(S) AFFORDING COVERAGE	
INSURED Dixie Land Energy LLC PO Box 459 Rising Sun, MD 21911	INSURER A: HDI Global Insurance Company	NAIC # 41343
	INSURER B: BBSI	
	INSURER C: General Star Indemnity Company	37362
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			EGGCD000270919	5/26/2019	5/26/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EAGCD000270919	5/26/2019	5/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$ 0			EXAGD000270919	5/26/2019	5/26/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCUC49111927	5/26/2019	5/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			IXG928520B	5/26/2019	5/26/2020	Aggregate \$ 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER M.C.S.C.C. 374 Rose Hill Road West Grove, PA 19390	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DRUG & ALCOHOL POLICY

Dixie land Energy LLC is committed to a drug and alcohol-free work environment that is safe and productive for our employees, visitors to our workplace, and all those having interaction with our employees. Violation of this policy will result in discipline, up to and included termination.

Employees may not:

- Distribute, dispense, or sell illegal drugs and/or drug paraphernalia.
- Use or possess or be under the influence of illegal drugs or alcohol on company premises or in the course of business or during working hours.
- Permit customers or suppliers to violate the Dixie land Energy LLC Drug and Alcohol-free workplace policy

Employees may use legally prescribed substances while at work as long as they do not interfere with their ability to perform their essential functions of their job or affect the safety of the employee or others. However, providing or distributing prescriptions drugs to other employees is a violation of this policy.

From time to time, states and/or their political subdivisions may decriminalize certain substances such as Cannabis. The Dixie Land Energy Drug and Alcohol-free Workplace Policy prohibits the use of substances restricted under the Federal Controlled Substances Act, which preempts any contradictory state and local laws.

Applicant Testing

- As part of the company's employment screening process, any applicant, to whom an offer of employment is made, must pass a test for controlled substances. The offer of employment is conditioned on a negative test result. Applicants will be informed of the Company's drug testing policy in the employment application.

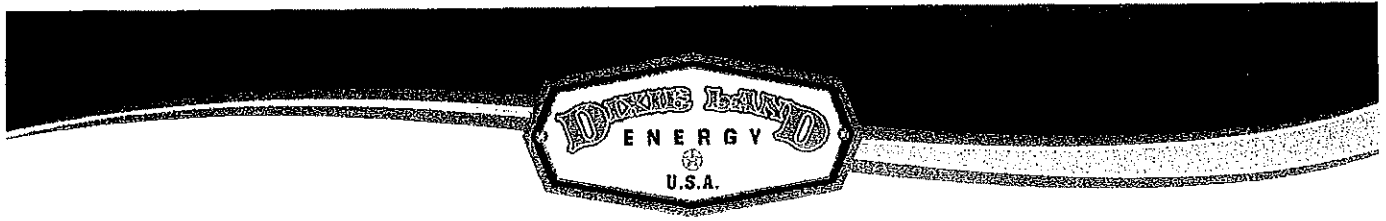
Reasonable Suspicion Testing

- If the company has reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to credibly or adequately explain the behavior, he or she will be asked to take a drug test. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

Post-Accident testing

- Where there is reasonable possibility that an employee's drug use contributed to a workplace accident involving any injury or property damage, or a "near miss", the employee will be tested when permissible under applicable law.

281 East Main Street, Suite B * PO Box 459 * Rising Sun, MD 21911 * Phone: 888-517-3680



Random Drug Testing

- Employees will be entered into a random drug testing selection pool where they will be selected randomly for testing throughout the year.

I have reviewed and understand the Dixie land Energy LLC Drug and Alcohol Policy. I understand that the Policy will apply to me if I am hired and that compliance with it is a condition of employment with Dixie Land Energy LLC.

Employee Name

Employee Signature

____/____/____
Date