



Trey Hardy
Councilmember

Christine Crawford
Councilmember

Joe Dike
Councilmember

Sam Artino
Mayor

Monty Tapp
Vice-Mayor

Mark Claus
Councilmember

Joel Hagy
Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, January 26, 2021 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION Pursuant to Resolution No. 2020-44 adopted by the Huron City Council on June 17, 2020, this regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to access, observe and hear the discussions and deliberations of all members of City Council via the following link:

<https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg>

Please note that as all large public gatherings remain prohibited pursuant to Orders of the Ohio Department of Health and President Trump's coronavirus guidelines, participation in person is highly discouraged. All persons entering the building for the Council Meeting will be required to wear a face mask and subjected to a temperature screening prior to being granted entry.

A public comments section is included on the meeting agenda. Public participation is protected through submission of comments and questions to the Clerk of Council by phone (419-433-5000 ext. 104) or via e-mail (terri.welkener@huronohio.us) on or before 3:00pm on the day of the meeting of Council. Such comments or questions will be shared with all members of Council and the Clerk of Council will read aloud the name, address and subject matter of each submission. Full copies of comments and questions will be available at the office of the Clerk of Council and will be attached to the minutes for the subject meeting. *Anyone wishing to be heard during the meeting must make arrangements with the Clerk of Council by calling (phone: 419-433-5000, ext. 1102) or via e-mail (terri.welkener@huronohio.us) on or before 3:00pm on Tuesday, January 26, 2021. Such participation, unless otherwise authorized, must be by telephone. If anyone is unable to participate by phone for any reason, limited exceptions for personal attendance may be authorized.*

I. Call To Order

Moment of Silence followed by the Pledge of Allegiance to the Flag

II. Roll Call of City Council

III. Approval of Minutes

III.a

Approval of minutes of regular Council meeting of December 22, 2020.

IV. Audience Comments

Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

V. Tabled Legislation

V.a Ordinance No. 2020-17

An ordinance authorizing the City Manager to enter into an agreement with AMP Transmission, LLC relating to sale of transmission assets.

VI. Old Business

VII. New Business

VII.a Resolution No. 1-2021

A resolution authorizing an agreement with Poggemeyer Design Group relating to the Huron Water Treatment Plant Improvement Project

VII.b Resolution No. 2-2021

A resolution authorizing OHM Advisors' Change Order No. 1 relating to the ConAgra Drive utilities project.

VII.c Resolution No. 3-2021

A resolution authorizing the use of the Huron east water tower lot (PPN: 42-64005.000) by Underground Utilities, Inc. for the staging of construction equipment and materials.

VII.d Resolution No. 4-2021

A resolution authorizing the lease/purchase of four new police vehicles.

VII.e Resolution No. 5-2021

A resolution authorizing a contract with OHM Advisors for the provision of professional engineering services.

VII.f Resolution No. 6-2021

A resolution authorizing a short-term operations and maintenance agreement with AMP Transmission, LLC.

VII.g Resolution No. 7-2021

A resolution authorizing an interconnection agreement with AMP Transmission, LLC.

VII.h Ordinance No. 2021-2

Supplemental appropriation and cash transfer ordinance.

VIII. City Manager's Discussion

- Sawmill Parkway Improvement Project Options
- Elements for Judging Success of Route 6 Striping Plan

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s)

XII. Adjournment



TO: Mayor Artino and City Council
FROM: Terri Welkener, Clerk of Council
RE: Ordinance No. 2020-17
DATE: January 26, 2021

Subject Matter/Background

In 2018, the City through Huron Public Power financed the construction of a 50 MW electrical substation in anticipation of the development of Mucci Farms. The substation was constructed at a cost of \$3.5 million and funded utilizing revenue backed taxable notes. Mucci Farms electrical rate was established in order to ensure the full cost of the substation was recouped by the City over the time frame of the agreement.

The City utilizes American Municipal Power (AMP) as its energy supplier for its electrical distribution system. In 2018, AMP expanded their organizational structure to include a transmission operation. As a transmission provider, AMP is able to better control the cost and quality of infrastructure for the transmission portion of the electrical distribution system, ultimately assisting its member communities to improve our competitiveness.

After roughly 12 months of due diligence, the administration is proposing the attached asset purchase agreement and land lease. The premise of the arrangement is as follows:

- AMP-T takes ownership of the transmission assets of the substation (aerial highlight rough estimate of the infrastructure)
- AMP-T pays the City net book value at time of closing for those assets - funds utilized for immediate principal payoff of the City's outstanding debt
- AMP-T constructs an additional service redundancy and gains regulatory approval for what is considered "integrated" transmission
- Huron Public Power maintains the distribution portion of the substation, including the transformers and all of the infrastructure from the substation to the customer delivery points.
- Huron Public Power remains the utility provider (including the financial beneficiary of all HPP activity)
- AMP-T takes over all operations and maintenance of the transmission assets portion of the substation going forward (at its cost)
- AMP-T will update the current CT meter at the entry point to HPP to expand our overall capacity beyond current First Energy limit of 36 MW
- AMP-T will have a land lease to ensure they have appropriate access to the land that houses the transmission assets at the substation site
- HPP system to become more reliable with construction of a secondary feed (redundant service line)

The agreement and negotiations have been spearheaded through my office and in coordination with the Law Department. Due to the complexity of the arrangement and at the recommendation of the Law Department, we engaged an outside firm (Bricker & Eckler, LLP) with specialization and experience with public power operations and AMP-T transactions. The costs of this are financed through electrical proceeds.

This concept has been presented and discussed with the Finance Committee at multiple meetings, including a joint session of the Committee and Council. In addition, representatives from other communities that have authorized transactions with AMP-T have attended and provided additional feedback on the process.

Financial Review

The financials of this agreement have been discussed with the Finance Committee and Council over the past year. The draft agreement does not change Staff's recommendation to move forward with selling the transmission assets to AMP-T. It is important to note that selling Huron Public Power's transmission assets would have no impact on the utility side of Huron Public Power. Huron Public Power would still be the utility - we would just be changing who owns the transmission assets that get the power to us. All financial activity would remain Huron Public Power's.

The sale of assets would reduce the City's long-term debt liability and debt capacity. This would result in a \$150,000 savings on interest payments and cost of debt issuance. Sale of the transmission assets is expected to shift the liability for metering to the new owner of the transmission assets - shifting \$100,000-\$150,000 worth of cost off the City's liability sheet. The sale of assets could reduce the City's cost of overhead, maintenance, and contractual services currently incurred on the transmission assets. The liability cost for maintenance and operation of the transmission assets, including metering to serve Mucci's Phase 3 and expansion of Huron Public Power related to the transmission assets, would be shifted to the new owner. In addition, certain administrative costs that the City would have been responsible for would be shifted.

Legal Review

This matter has been reviewed, follows normal legislative procedure, and is properly before you.

Recommendation

If Council is in agreement, a motion to adopt Ordinance 2020-17 as an emergency measure is in order.

[Ordinance No. 2020-17.doc](#)

[Ordinance No. 2020-17 Exhibit A.docx](#)

ORDINANCE NO. 2020-17

Introduced by: Trey Hardy

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF A PORTION OF HURON PUBLIC POWER SUBSTATION TRANSMISSION ASSETS, OWNED BY THE CITY OF HURON, LOCATED ON PPN. 42-00120.00 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PORTION OF PROPERTY TO AMP TRANSMISSION, LLC.

WHEREAS, the City owns certain property comprising the transmission assets portion of Huron Public Power Substation located on PPN: 42-000120.00, and more particularly described in Exhibit “A” to the Agreement defined herein (the Property); and

WHEREAS, this Council has received a proposal from AMP Transmission, LLC requesting to purchase the Property and has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the Property,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to AMP Transmission, LLC, under the terms generally of the Purchase Agreement, which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That the City Manager is authorized and directed to complete negotiations with AMP Transmission, LLC, for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit “A”. The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the City Manager; provided that the approval of those changes by the City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The City Manager is further authorized and directed to sign any leases, easements, ground leases, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ASSET PURCHASE AND SALE AGREEMENT

between

THE CITY OF HURON, OHIO

(Seller)

and

AMP TRANSMISSION, LLC

(Buyer)

Dated January 7, 2021

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between The City of Huron, Ohio, an Ohio municipal corporation ("Seller"), and AMP Transmission, LLC, an Ohio nonprofit limited liability company ("Buyer"). Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Seller owns one 69kV facility and associated equipment at its substation, including but not limited to, three 69kV SF6 circuit breakers, six 69kV 1200A disconnect switches, three 48kV MCOV Surge Arrestors, one 69kV dead-end takeoff structure, one 69kV metering structure, three 69kV high bus support structures, six 69kV low bus tap structures, two 69kV switch stands, two 69kV bus support structures, one 50ft shielding/lighting mast structure, one 6x4ft switch ground mats, five 3x4ft switch ground mats, associated structure anchor bolts and templates, 940ft of 2.5" bus pipe, 900ft of 266.8 partridge damper cable, 400ft of 477 ACSR Hawk jumper cable, 50ft of 3/0 ACSR Pigeon jumper cable, 31 station post insulators, 31 bus support fitting 2-1/2" pipe to 5" B.C., 31 2-1/2" pipe 4-hole bolted AL terminals, 39 477 ACSR 4-hole bolted AL terminals, seven 3/0 ACSR 4-hole bolted AL terminals 43 2-1/2" bolted AL tees, six 1-1/2" 4-hole bolted AL stud connectors, six 2-1/2" expansion 4-hole bolted AL expansion terminals, 21 2-1/2" pipe bolted AL couplers, 27 2-1/2" pipe bolted AL 90 degree elbows, 4 2-1/2" pipe bolted AL 45 degree elbows, nine 2-1/2" pipe end caps, three static line dead-end clamps, three static line dead-end shackles, 250ft 3/8 galvanized static wire, ground grid and fencing, and associated hardware ("Equipment").

B. Buyer is an Ohio nonprofit limited liability company, and a subsidiary of American Municipal Power, Inc. ("AMP"), organized to own and operate facilities, or to provide otherwise for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including Seller.

C. Buyer is willing to purchase Seller's Equipment to relieve Seller of the transmission owner obligations and responsibilities associated with the ownership and operation of the Equipment.

D. Seller desires to sell, and Buyer desires to purchase, the Equipment and related rights as set forth more fully herein (collectively, the "Transferred Assets") and to provide a lease to Buyer granting access to Buyer to the Transferred Assets, in the form attached as Exhibit B (the "Ground Lease"), on the terms and conditions set forth in this Agreement.

E. The Parties seek to enter into a Short Term Operations and Maintenance Agreement ("O&M Agreement") pursuant to which Seller agrees to maintain certain responsibilities with respect to the operation and maintenance of the Transferred Assets on behalf of Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

"Affiliate" of a specified Person means any other Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise. In no event shall Seller or Buyer be deemed to be "Affiliates" of each other for purposes of this Agreement.

"Approvals" means notices to, and approvals, consents, authorizations and waivers from, Persons who are not Governmental Authorities, other than Buyer and Seller.

"Business Day" means any day other than Saturday, Sunday, or any day on which banks located in the State of Ohio are authorized or obligated to close.

"Closing" means the consummation of the Transactions, as measured on the date Buyer transmits the wire for payment of the Estimated Purchase Price made by or on behalf of Buyer to the order of Seller. The Closing shall be deemed to have occurred at 11:59 p.m. on the Closing Date.

"Closing Agreements" means the documents and other agreements as defined in Section 8.2. "Commercially Reasonable Efforts" means efforts in accordance with reasonable commercial practice for owners and operators of similar assets and without incurrence of unreasonable expense in light of the objective to be accomplished.

"Contract" means any written agreement, lease, license, option, guaranty, right-of-way, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, promissory note or other contract.

"Dispute" means any dispute, controversy or claim arising out of or relating to this Agreement or the other Transaction Documents, or the Transactions, or the breach, termination or invalidity hereof or thereof.

"Encumbrance" means any lien, deed of trust, easement, right of way, equitable interest, option, right of first refusal, preferential purchase right or similar right, pledge, security interest, mortgage, encumbrance of or exception to title, or other similar lien or encumbrance in or on the Transferred Assets.

“Environmental Law” means all Laws relating to pollution or protection of the environment, natural resources or human health and safety, as the same may be amended or adopted, including Laws relating to Releases or threatened Releases of Hazardous Materials (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 8 2601 through 2629; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and any similar Laws of the State of Ohio or of any other Governmental Authority having jurisdiction over the Transferred Assets; and regulations implementing the foregoing.

“Governmental Authority” means any (i) federal, state, local, tribal, municipal, foreign or other government, (ii) any governmental, regulatory or administrative agency, board, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including the North American Electric Reliability Corporation (“NERC”) and the Federal Energy Regulatory Commission (“FERC”), (iii) any court or governmental tribunal, or (iv) any other organization having governmental, regulatory, administrative, taxing or police powers, in each case acting within the scope of its authority or jurisdiction, provided that neither Party shall be deemed to be a “Governmental Authority” for purposes of determining whether its approval of this Agreement is a required governmental consent or License.

“Hazardous Materials” means any chemicals, materials or substances, in whatever form they exist, in each case, which are regulated as pollutants or contaminants, or as toxic or hazardous under Environmental Law, including petroleum products, asbestos, urea formaldehyde foam insulation, and lead-containing paints and coatings.

“Interim Operational Period” means the period from the Effective Date of this Agreement until the earlier of the Closing or termination of this Agreement.

“Laws” means all statutes, rules, regulations, ordinances, orders, decrees, injunctions, judgments and codes, or other authorization, ruling or restriction having the force of law of any applicable Governmental Authority.

“Licenses” means registrations, licenses, permits, authorizations, notices to, authorizations of, waivers from and other consents or approvals of Governmental Authorities.

“Major Maintenance Spare Parts” means those parts and equipment typically installed and repaired in connection with all significant maintenance performed during scheduled outages and forced outages that relate to the Transferred Assets.

“Material Adverse Effect” means any one or more changes, events, circumstances, conditions or effects, whether known or unknown, accrued or unaccrued, actual or contingent, that is, or would be reasonably likely to be, materially adverse to the results of operations or condition (physical or financial) of the Transferred Assets, taken as a whole, or the ability of a Party (to which the applicable representation, warranty, covenant or condition relates) to own or operate the Transferred Assets or to consummate the Transactions.

“Permitted Encumbrances” means (a) any Encumbrance for Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings, including those that are listed on the Schedules as contested proceedings, (b) any Encumbrance arising by operation of Law not due to the willful violation of Law by Seller or its Affiliates, (c) any other imperfection or irregularity of title or other Encumbrance that would not, individually or in the aggregate, materially detract from the value of, or materially interfere with the present use of, the Transferred Assets, (d) zoning, planning, and other similar limitations and restrictions on, including all rights of any Governmental Authority to regulate, a Transferred Real Property Asset, and (e) those Encumbrances listed on Schedule 1.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

“Site” means the real property underlying the Transferred Assets, as more particularly described on Exhibit C, together with all the rights, easements, and appurtenances pertaining thereto.

“Prudent Operating Practices” means the practices, methods, standards and procedures that are consistent with Law and are generally accepted, engaged in and followed during the relevant time period by reasonably skilled, competent, experienced, and prudent owners and operators of generating and transmission facilities in the United States similar to the Transferred Assets and which, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision is made, would reasonably be expected to accomplish the desired result in a manner consistent with applicable Laws, codes and standards, equipment manufacturer’s recommendations, insurance requirements, manuals, environmental protection, good business practices, reliability, safety and expedition and taking into consideration the requirements of all applicable Licenses, Contracts and, from and after the Effective Date, this Agreement.

“Schedule” means a schedule to this Agreement.

“Tax” or “Taxes” means (i) all sales, use or transaction privilege taxes, real or personal property taxes, recordation and transfer taxes, payroll deduction taxes, franchise taxes, taxes on gross or net income or other monetary obligations imposed, assessed or exacted by any Governmental Authority, and (ii) any interest, penalties, adjustments and additions attributable to any of the foregoing, including any liability for any of the foregoing taxes or other items arising as a transferee or successor, by contract or otherwise.

“Tax Return” means any report, return, information return or other information required to be supplied to a taxing authority in connection with Taxes.

“Transaction Documents” means this Agreement and the Closing Agreements and any other agreement, consent, License, Approval or other document or instrument provided in connection with the Transactions.

“Transactions” means the transactions contemplated on the part of each of the Parties, collectively, by this Agreement and the other Transaction Documents.

“Warranty Claims” means any claims of Seller arising under any express or implied warranties by the manufacturers, vendors or lessors of any of the Transferred Assets.

1.2 Certain Interpretive Matters. In this Agreement, unless the context otherwise requires:

- (a) the representations, warranties and covenants in this Agreement shall have independent significance. Accordingly, if a Party has breached any representation, warranty or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact the Party is in breach of the first representation, warranty or covenant.
- (b) if any time period set forth in this Agreement expires on a day that is not a Business Day, then the performance period shall be extended until the next Business Day.

ARTICLE 2 BASIC TRANSACTIONS

2.1 Transferred Assets. On the terms and subject to the conditions contained in this Agreement, at Closing, Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title and interest in, to and under the following Transferred Assets:

- (a) The “Transferred Real Property Assets” consisting of:
 - (i) Seller’s interest in any real property interests included in the Transferred Personal Property Assets.

- (ii) The “Transferred Personal Property Assets” (sometimes referred to as “Transferred Assets”) consisting of:
 - (iii) the Equipment;
 - (iv) the Inventory;
 - (v) the Major Maintenance Spare Parts;
 - (vi) the Transferred Licenses;
 - (vii) Seller’s interest in any personal property included in the Transferred Real Property Assets; and
 - (viii) Seller’s interest in all unexpired and transferrable manufacturers’ and other third-party warranties, guarantees and outstanding Warranty Claims relating to the Transferred Assets.

2.2 Assumed Liabilities. From and after Closing, Buyer shall assume and pay, discharge and perform only those obligations and liabilities first arising after the Closing Date that are related to or incurred in connection with the Assigned Contracts or Transferred Licenses and other matters noted on Schedule 2, if any (collectively, the “Assumed Liabilities”). Notwithstanding anything in this Agreement or any other Transaction Document to the contrary, Buyer is not assuming any other liability, responsibility or obligation hereunder. By way of clarification, if a liability arose on or prior to Closing, the liability shall remain the responsibility of Seller, and if a liability arises after Closing, it shall remain the liability of Buyer.

2.3 Purchase Price. The purchase price for the Transferred Assets shall be Two Million, One Hundred Thirteen Thousand Three Hundred Forty-Two Dollars (\$2,113,342.00) (the “Purchase Price”)

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, except as qualified by or disclosed in the Schedules, as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Seller in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

3.1 Formation and Power. Seller is a municipal corporation duly formed and existing under the laws of the State of Ohio, and has full right, power and authority to own the Transferred Assets, and to enter into this Agreement and perform all of its obligations with respect to the Transactions, except where the failure to have such right, power and authority would not have a material effect adverse to Seller’s right to consummate the Transactions.

3.2 Binding Obligations of Seller.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Seller and the consummation of the Transactions by Seller have been duly and effectively authorized by all necessary actions of Seller. This Agreement has been, and upon their execution, each Closing Agreement will have been, duly executed and delivered by Seller.
- (b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Seller and will be enforceable against Seller, in each case in accordance with the respective terms contained therein.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement and by Seller of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Seller do not conflict with or result in a breach of any provision of the organizational documents of Seller.

3.4 Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any Approvals to be obtained by Seller that have not been obtained.
- (b) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any License or any filing with any Governmental Authority to be obtained or made by Seller.

3.5 Licenses. All Licenses that are held by Seller as a named permittee in connection with the ownership and operation of the Transferred Assets in the manner in which they are currently owned and operated are in full force and effect. Seller has delivered to Buyer a true and correct copy of each of the Licenses. Seller has not previously transferred or assigned any right, title or interest under any of the Licenses. To the knowledge of Seller, there are no proceedings pending or threatened to revoke or modify any License in any material respect.

3.6 Compliance with Law. To the best of Seller's knowledge, the Transferred Assets have been and are currently operated in compliance with all Licenses and all applicable Laws. To the best of Seller's knowledge, Seller is not, and has not been, in violation of or in default under any Law applicable to it or the Transferred Assets, and Seller has filed or caused to be filed timely all material forms, reports, statements, and other documents required to be filed by it with all Governmental Authorities with respect to the Transferred Assets, and those filings were prepared in compliance with applicable Law.

3.7 Environmental Matters.

- (a) To the best of Seller's knowledge, Seller has not conducted or permitted the conduct of operations or activities at the real property underlying the Transferred Real Property Assets (the "Subject Property") in violation of any Environmental Law. Seller has not received any written notice by a Governmental Authority to Seller or its Affiliates of a material violation of any Environmental Law by Seller or relating to the Subject Property. There are no environmental reports, studies, analyses, tests or monitoring results possessed by Seller or of which Seller is aware pertaining to Hazardous Materials in any regulated amount at, in, on, under or over the Subject Property or the Transferred Assets that would disclose any violation of any Environmental Law.
- (b) With respect to the Transferred Assets, and to the best of Seller's knowledge, Seller has not handled or disposed of any material amount of Hazardous Materials at the Subject Property or otherwise involving any of the Transferred Assets in violation of Environmental Law, or arranged for the disposal of any regulated amount of Hazardous Materials at or from the Subject Property or related to the Transferred Assets in violation of Environmental Law.
- (c) No written notice or written claim has been filed or threatened against Seller with respect to the Transferred Assets alleging any failure to comply with, or any violation of or liability under, any Environmental Law.

3.8 Transferred Assets.

- (a) Lease Exhibit A contains the separate legal description of the Subject Property. Except in conjunction with the Transactions, none of Seller or any of its Affiliates has entered into any material leases, subleases, licenses, concessions or other agreements granting to any party or parties the right to use or occupy all or any portion of the Subject Property, other than access easements for third party maintenance or service personnel in the ordinary course of business; the Subject Property is not subject to any commitment, right of first offer, or other arrangement for the sale, transfer or lease thereof to any third party (other than pursuant to this Agreement).
- (b) Exhibit A contains a complete listing of the Transferred Personal Property Assets.
- (c) Seller holds good and marketable title to, and is the record owner of fee simple title to, the Subject Property, the Transferred Assets, and related rights, free and clear of all Encumbrances, other than Permitted Encumbrances.

3.9 Litigation and Condemnation Proceedings. To the best of Seller's knowledge, there are no material proceedings pending or, to Seller's knowledge, threatened at law or in equity against or relating to any or all of the Transferred Assets or Seller's ownership or operation thereof. There is no condemnation proceeding pending or, to Seller's knowledge, threatened against any part of the Transferred Assets. There are no proceedings at law or in equity pending or, to Seller's knowledge, threatened against Seller or its Affiliates with respect to the Transactions or the Transferred Assets,

(i) relating to the execution or delivery of this Agreement, or (ii) which could materially delay, prevent, result in rescission or material modification of or otherwise unwind the Transactions or any material portion thereof.

3.10 Condition of the Transferred Assets. Seller is selling the Transferred Assets in their “AS IS, WHERE IS, WITH ALL FAULTS” condition, and Buyer has had ample opportunity to inspect and satisfy itself as to the condition of the Transferred Assets. As a gratuitous accommodation and not as a representation, warranty, nor guarantee, Seller will furnish Buyer with copies of all maintenance, operating, performance, financial, warranty and other reports in its possession related to the Transferred Assets as Buyer reasonably requests. To the best of Seller’s knowledge, Seller does not have knowledge of any material defect in any of the Transferred Assets.

3.11 Inspection and Acceptance. Buyer may, but is not required, to visit Seller’s facilities to inspect the Transferred Assets not later than ten (10) business days prior to closing. Buyer may reject any Transferred Assets that contain defective materials or workmanship or do not conform to Buyer’s specifications prior to closing.

3.12 Tax Matters. Excluding any Taxes on gross or net income or gain, Seller has filed or caused to be filed all Tax Returns required to have been filed by or for it (other than those for which extensions were requested and obtained in a timely manner) with respect to any Tax relating to the Transferred Assets (collectively, “Seller’s Tax Returns”), and Seller has paid all Taxes that have become due as indicated thereon and that were required to be paid by or for Seller. To the best of Seller’s knowledge, all of Seller’s Tax Returns relating to the Transferred Assets are true, correct and complete in all material respects. No written notice of deficiency or assessment has been received by Seller from any taxing authority with respect to liabilities for Taxes of Seller in respect of the Transferred Assets, which have not been fully paid or finally settled, or if not fully paid or finally settled, any deficiency and assessment is being contested in good faith through appropriate proceedings. There are no outstanding agreements or waivers extending the applicable statutory periods of limitation for Taxes of Seller associated with the Transferred Assets. All Taxes required to be withheld, collected or deposited by Seller have been timely withheld, collected or deposited and, to the extent required, have been paid to the relevant Tax authority.

3.13 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder’s or other fee or commission in connection with this Agreement or the Transactions based upon any agreements or arrangements or commitments, written or oral, made by or on behalf of Seller or any Affiliate of Seller by which the Transferred Assets or Buyer could be bound, before, from or after Closing.

3.14 Insurance. The Transferred Assets are insured through a policy issued to Seller by Public Entities Pool of Ohio.

3.15 Absence of Certain Changes. To Seller’s knowledge, no condition or effect exists that, individually or in the aggregate with any other conditions or effects, is or would

reasonably be expected to be materially adverse to the ownership or operation of the Transferred Assets.

3.16 Undisclosed Liabilities. Seller has no liability or obligation with respect to the Transferred Assets (whether accrued or unaccrued, known or unknown, absolute or contingent), except for (i) Permitted Encumbrances, (ii) matters that have been recorded on Seller's financial statements, and those obligations that have arisen thereafter in the ordinary course of business, and (iii) those obligations which individually or in the aggregate do not impair, impede or prevent Seller's ownership or operation of the Transferred Assets.

3.17 No Other Representations or Warranties. Seller makes no other representations or warranties except for those expressly made in this Agreement and Seller expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 4, except as qualified by or disclosed in the Schedules as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Buyer in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

4.1 Organization and Power. Buyer is a non-profit limited liability company organized and existing under the laws of the State of Ohio and has full right, power and authority to enter into this Agreement, to own its assets and to perform all of its obligations with respect to the Transactions.

4.2 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement and of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Buyer do not conflict with or result in a breach of any provision of the organizational documents of Buyer.

4.3 Approvals and Buyer's Required Regulatory Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Buyer and the consummation of the Transactions by Buyer have been duly and effectively authorized by all necessary internal actions of Buyer.
- (b) This Agreement has been, and upon its execution of each Closing Agreement to which Buyer is a party, each Closing Agreement will have been, duly executed and delivered by Buyer.
- (c) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Buyer and will be

enforceable against Buyer, in each case in accordance with the respective terms contained therein.

- (d) The execution, delivery and performance of this Agreement and the Closing Agreements and the consummation of the Transactions by Buyer do not require any material License or any material filing with any Governmental Authority to be obtained or made by Buyer.

4.4 Litigation. There are no proceedings pending or, to Buyer's knowledge, threatened against Buyer or its Affiliates with respect to the Transactions at law or in equity, (i) relating to the execution or delivery of this Agreement, or (ii) which would reasonably be expected to delay, prevent, result in rescission or modification of or otherwise unwind the Transactions or any portion thereof.

4.5 No Other Representations or Warranties. Buyer makes, no other representations or warranties except for those expressly made in this Agreement and Buyer expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 5 COVENANTS OF SELLER AND BUYER

5.1 Commercially Reasonable Efforts to Close. Subject to the terms and conditions provided herein, each of the Parties agrees to use its Commercially Reasonable Efforts to close, consummate and make effective the Transactions, and for the satisfaction of all other conditions to Closing set forth herein that it is required to satisfy (or to cause to be satisfied) to proceed with Closing.

5.2 Expenses. Whether or not the Transactions are consummated, except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring those expenses, and Buyer shall pay the filing fees and expenses in connection with any filing it makes with Federal Regulatory Energy Commission ("FERC") in connection with the Transactions. Notwithstanding the foregoing, documentary transfer fees, if any, and recording costs and charges respecting real property shall be paid by the Buyer unless otherwise provided herein.

5.3 Tax Matters.

- (a) Subject to Section 5.2, all transfer, documentary, sales, use, stamp, registration, value added and other Taxes and fees accruing prior to Closing relating to the transfer of the Transferred Asset and Ground Lease to Seller (including any penalties and interest) incurred in connection with this Agreement, the Ground Lease, and other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne by Seller. Seller shall, at its own expense, timely file any Tax Return or other document with respect to the above-referenced Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

- (b) Each Party shall use Commercially Reasonable Efforts to cooperate fully with the other Party, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns pursuant to this Agreement and any Proceeding with respect to Taxes associated with the Transactions. Consistent with their respective document retention policies, each Party agrees to retain all of its books and records with respect to Tax matters pertinent to the Transferred Assets relating to any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any taxing authority.

(c)

5.4 Post-Closing Delivery and Retention of Records. Within ten (10) days following Closing, Seller shall deliver to Buyer all non-privileged books, records and data pertaining exclusively to the Transferred Assets (other than those relating to the financial performance of Seller and other than those protected by attorney-client privilege) in Seller's possession or control or reasonably available to Seller, in each case other than Excluded Assets; provided, that, any electronic correspondence and files stored on equipment and media that are not material need not be delivered, but shall be provided as reasonably requested by Buyer. Seller shall be entitled to make at its own expense and retain copies of the records pertaining to the Transferred Assets as needed in connection with Tax Returns or other filings with or notices to Governmental Authorities. Each Party shall (a) hold all records pertaining to the Transferred Assets and not destroy or dispose of any records for a period of seven (7) years following the Closing Date, or if any records pertain to any Proceeding pending at the conclusion of the seven-year period, until the Proceeding is finally resolved and the time for all appeals has been exhausted, and (b) for seven (7) years following Closing, allow the other Party and its accountants and counsel upon reasonable request, during normal business hours, reasonable access to the records pertaining to the Transferred Assets which it holds (other than those constituting Excluded Assets) at no cost, other than costs of copying and other reasonable out-of-pocket expenses; provided, however, that these obligations will not apply to any records subject to any attorney-client privilege.

5.5 Post-Closing Cooperation. After Closing, upon prior reasonable written request, each Party shall use Commercially Reasonable Efforts to cooperate with the other Party in further evidencing and consummating the Transactions.

5.6 Confidentiality.

- (a) Unless and until the Closing occurs, Seller shall keep confidential, except as may be approved in writing by Buyer, or as may be required under applicable Law, (1) any and all information received, created, or maintained by Seller related to any Seller owned or operated utility the release of which would more likely than not provide or create a competitive disadvantage to any of Seller's owned or operated utilities or be of economic value to a competitor or a person other than Seller, including information related to Seller's assets, operations or prospects, which is either non-public, confidential or proprietary, or (2) any and all analyses,

compilations, data, studies or other documents prepared by or for Buyer relating to the Transferred Assets that contains information described in clause (1) above (the "Buyer Confidential Information"). Buyer shall keep confidential, except as may be approved in writing by Seller, or as may be required under applicable Law, (1) any and all information received by or in the possession of Buyer relating to Seller's business, assets, operations or prospects and/or relating to the Transferred Assets which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer or Seller relating to the Transferred Assets or Seller and its Affiliates (collectively, the "Seller Confidential Information," and together with the Buyer Confidential Information, the "Confidential Information").

- (b) Notwithstanding anything in this Agreement to the contrary, each party hereto agrees that each Party (and any person or entity to which Confidential Information is disclosed by the Party as permitted hereby) may disclose Confidential Information to the extent reasonably necessary to: (i) its regulators; (ii) its auditors; (iii) persons who need to know the tax treatment and tax structure of the transactions contemplated by this Agreement; and (iv) the extent otherwise requested by any governmental agency, regulatory authority (including any self-regulatory organization claiming to have jurisdiction) or any bank examiner.
- (c) Nothing in this Agreement shall bar the right of either Party to seek and obtain from any court injunctive relief against conduct or threatened conduct which violates this Section 5.6.
- (d) Neither Party shall issue any external press releases, communications or disclosures concerning the Confidential Information or the Closing, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except those releases, communications or disclosures which are otherwise required by Law.

5.7 Risk of Loss/Casualty/Takings. DURING THE INTERIM OPERATIONAL PERIOD, ALL RISK OF LOSS OR DAMAGE TO THE TRANSFERRED ASSETS SHALL, AS BETWEEN SELLER AND BUYER, BE BORNE BY SELLER.

ARTICLE 6 ADDITIONAL COVENANTS OF SELLER AND BUYER

Seller and Buyer, as applicable, hereby additionally covenant, promise and agree as follows:

6.1 Access and Information. Throughout the Interim Operational Period, Seller shall, upon reasonable notice from Buyer: (1) provide Buyer and its Representatives reasonable access to the books and records and other documents and data related to the Transferred Assets and Assumed Liabilities; (2) furnish Buyer and its Representatives with financial, operating and other data and information related to the Transferred Assets as Buyer or any of its Representatives may reasonably request; (3) reasonably cooperate

with Buyer in its investigation of the Transferred Assets; (4) provide Buyer with copies of any proposed amendment to any Assigned Contract and any proposed new Contract relating to the Transferred Assets of which Seller is aware; (5) provide Buyer with copies of any correspondence or notice asserting or threatening the assertion of a default under or termination of any Assigned Contract relating to the Transferred Assets; and (6) save and excepting damage or loss occasioned by force majeure event and for matters beyond the reasonable control of Seller, to the extent practicable under the circumstances, notify Buyer in advance of the commencement of any maintenance or capital project on the Transferred Assets that is expected to involve the expenditure of at least \$25,000. No investigation by Buyer or information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

6.2 Operations During Interim Operational Period. Except as authorized by Buyer in writing, from the Effective Date until Closing or termination of this Agreement, Seller shall maintain, or cause to be maintained, the Transferred Assets in the ordinary course of business consistent with past practices, and Seller shall use its best efforts to operate the Transferred Assets in accordance with Prudent Operating Practices and in compliance with applicable Law; provided, that, this obligation shall not be deemed to require Seller to make any capital or maintenance expenditures other than those that would be part of the normal course of business.

6.3 Notice of Certain Events. Buyer's receipt of information pursuant to this Section shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement any schedule to this Agreement, except as otherwise provided in this Agreement.

6.5 Right of First Offer. Except as provided below, if Buyer hereafter seeks to sell or dispose of all or substantially all of the Transferred Assets or any entity in which those assets comprise all or substantially all of its assets, whether by way of a sale of securities, merger, consolidation or similar proceeding, to any unaffiliated third party (a "Triggering Event"), Buyer hereby grants to Seller a right of first offer to acquire those assets. If Buyer seeks to enter into a Triggering Event, it shall provide written notice of the proposed Triggering Event prior to the date Buyer seeks to enter into the Triggering Event, or to commence offering that opportunity to another Person. Seller shall have sixty (60) days after the date of Buyer's notice to notify Buyer in writing of its intent to acquire the assets or equity subject to that transaction. If Seller submits an offer for any of the assets or equity, it must submit an offer to acquire all of those assets or equity and the related liabilities, unless the Parties otherwise agree. The Parties shall have sixty (60) days after Seller notifies Buyer in writing of its intent to acquire such assets or equity to negotiate the principal business terms of that transaction which shall consist of the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein. If they agree on those terms, then they shall continue to prepare definitive documents to effect that transfer on mutually acceptable terms during the next seventy-five (75) days, unless extended by a mutually agreed upon amount of time in writing by

both parties. If at the end of that time, the parties are unable to consummate that transaction, then Buyer shall be free to sell those assets or equities to any other potential purchaser for a price not materially less than the net book value, provided that the revenue from any sale to any unaffiliated third party in excess of the net book value shall be divided evenly between Buyer and Seller.

This right of first offer shall not apply to: (a) ordinary course retirements, replacements or additions to the Transferred Assets, (b) any transaction not involving all or substantially all of the Transferred Assets or their replacements, or (c) any sale, merger or reorganization of Buyer or involving all or substantially all of its assets or securities.

6.5 Right to Lease-Back. If Buyer is not permitted to recover all or substantially all of its costs, plus a FERC-approved margin through its FERC-approved tariff, or in the event that Buyer's survey or title search identify any issues that would materially and negatively impact Buyer's ownership or operation of the Transferred Assets, then Buyer shall provide notice in writing to Seller. Upon such notice, Seller shall enter into an operating lease to cover Buyer's costs (i.e., Buyer's cost of interest carrying costs, depreciation, and any FERC-required interest) for a term that extends until the assets become networked, but in no event shall such term extend beyond December 31, 2025 unless agreed by both Parties. This right shall not extend beyond the final adjudication of Buyer's request for such cost recovery before the FERC.

6.6 Right of Return. If the second delivery point project is not completed by December 31, 2025, or such later date agreed upon by both Parties, Seller shall have the right to reacquire the assets at the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein.

6.7 Conduct Pending Closing. Prior to Closing or termination of this Agreement, unless Seller shall otherwise consent in writing, Buyer shall not take any action which would cause any of Buyer's representations and warranties set forth in Article 4 to be materially inaccurate as of Closing.

6.8 Notice Certain Events. During the Interim Operational Period, after obtaining knowledge of any event below, Buyer shall promptly notify Seller in writing of (but only to the extent affecting the Transferred Assets, Assumed Liabilities or ability of the Parties to consummate the Transactions):

- (a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the Transactions, without regard to the giving of notice or any opportunity to cure, (B) has resulted in any representation or warranty made by Buyer in Article 4 not being true and correct or (C) has resulted in the failure of any of the conditions set forth in Section 8.2 to be satisfied;

- (b) any material written notice or other written material communication from any Person received by it alleging that the consent of the Person is or may be required in connection with the transactions contemplated by this Agreement; and
- (c) any material written notice or other material written communication from any Governmental Authority received by it in connection with the Transactions, the Transferred Assets or the Assumed Liabilities.

For purposes of determining the accuracy of the representations and warranties of Seller contained in this Agreement and for purposes of determining satisfaction of the conditions set forth in Section 8.2, any subsequent updates shall not cure any breach of that representation or warranty unless Buyer expressly waives that breach. If any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets which cannot be cured by Closing, Buyer shall have the right to terminate this Agreement. In addition, Buyer may consummate the Transactions and preserve its rights with respect to that breach of representation or warranty thereafter, unless Buyer expressly states to the contrary in a written instrument.

ARTICLE 7 CONDITIONS TO CLOSING

The obligations of Buyer and Seller to consummate the Transactions at Closing shall be subject to fulfillment at or prior to Closing of the following conditions, unless Buyer or Seller, as applicable, waives the condition in writing:

7.1 Termination of Agreement. This Agreement shall not have been duly terminated.

7.2 Representations and Warranties. As a condition to a Party's obligation to consummate the Transactions, the representations and warranties of the other Party set forth in this Agreement shall be true and correct to the best of each parties' knowledge as of the Closing Date as though made on the Closing Date.

7.3 Performance by Buyer and Seller. Buyer and Seller shall have each performed and complied in all material respects with all of its respective agreements, obligations and covenants (including but not limited to those set forth in Articles 5, 6 and 7) hereunder during the Interim Operational Period.

7.4 Transfer of Licenses. All Transferred Licenses that lawfully may be transferred on or prior to Closing shall have been transferred to Buyer at Closing.

7.5 No Restraint. There shall be no:

- (a) Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Authority of competent jurisdiction which directs that the Transactions shall not be consummated as herein provided and no Proceeding has been commenced by a Governmental Authority seeking to do any of the foregoing; or

- (b) Law enacted which would render the consummation of the Transactions illegal or Law enacted that would prohibit or materially increase the cost of the owning or operating the Transferred Assets.

7.6 Closing Agreements. Buyer and Seller and any of their respective Affiliates which are parties to any Closing Agreements shall have executed and delivered the respective Closing Agreements to be executed by that Party or others, as appropriate.

7.7 Material Adverse Effect. No change, event, circumstance, condition, or effect shall have occurred from and after the Effective Date and is continuing that, individually or in the aggregate with any other changes, events, circumstances, conditions or effects, is or would reasonably be expected to be adversely material on the ability of the Buyer to own or operate the Transferred Assets.

7.8 Ongoing Repairs, Maintenance and Improvements. Seller shall have completed all repairs, maintenance and improvements for the Transferred Assets scheduled to have been completed through the Closing Date, based on the Seller's 2018 operating plan.

7.9 FERC Approvals. The Parties shall have received FERC acceptance of all agreements related to the Transferred Assets that are required to be filed with FERC and FERC acceptance of all agreements related to the assignment and amendment of the Interconnection and Operating Agreement that are required to be filed with FERC.

ARTICLE 8 CLOSING

8.1 Closing. The Closing provided for in this Agreement will take place on the Closing Date as Buyer and Seller may mutually agree in writing. At Closing, subject to the terms and conditions hereof, Buyer and Seller shall deliver or cause to be delivered to each other all the documents, instruments and other agreements required pursuant to Articles 8 and 9 to be executed and delivered for Closing, in each case duly executed by an authorized signatory of Buyer and Seller or other applicable Person and, if applicable, acknowledged and in due form for recording (collectively the "Closing Agreements").

8.2 Closing Agreements. Subject to the terms and conditions hereof, at the Closing, Buyer and Seller, as applicable, shall deliver, or cause to be delivered, the following to the other Party (and third parties, as applicable), in mutually acceptable form, that approval not to be unreasonably withheld:

- (a) An amount in immediately available funds, by way of wire transfer from Buyer to an account or accounts designated at the order of Seller, equal to the Purchase Price;
- (b) a Bill of Sale and Assignment executed by Seller transferring all of the Transferred Personal Property;
- (c) an Assignment and Assumption of Rights Agreement executed by Buyer;

- (d) the Ground Lease Agreement;
- (e) intentionally omitted;
- (f) Certified copies of the resolutions of the Party's governing board or bodies, as needed, authorizing the execution, delivery and performance of this Agreement and the Transactions;
- (g) A certificate of the Secretary or Associate Secretary of the Party identifying the name and title and bearing the signatures of the officers of that Party, authorized to execute and deliver this Agreement, each Closing Agreement to which it is a party and the other agreements contemplated hereby;
- (h) Evidence, in form and substance reasonably satisfactory to Seller, of the receipt by Buyer of its Required Regulatory Approvals;
- (i) To the extent available, originals of all of the Assigned Contracts constituting Transferred Assets, and, if the originals are not available, true and correct copies thereof, and required assignments to transfer the Assigned Contracts, duly executed by Seller and the counterparty (subject to Section 5.9);
- (j) Documents, if any, necessary to transfer any of the Transferred Assets not covered by the foregoing or as reasonably requested by Buyer;
- (k) Certificates of non-foreign status in the form required by Section 1445 of the Code duly executed by Seller; and
- (l) All the other agreements, documents, instruments and writings required to be delivered by the other Party at or prior to the Closing Date pursuant to this Agreement or reasonably requested by the other Party in connection with the Transactions.

ARTICLE 9 TERMINATION

9.1 Termination. This Agreement may be terminated prior to Closing only:

- (a) At any time, by mutual written consent of Seller and Buyer;
- (b) By either Party upon written notice to the other Party if any Governmental Authority having competent jurisdiction has issued a final, non-appealable order, decree, ruling or injunction (other than a temporary restraining order) or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions;
- (c) By Buyer or Seller, as applicable, pursuant to other provisions of this Agreement.
- (d) By a Party if there has been a misrepresentation with respect to the other Party's representations and warranties in this Agreement, or a default or breach by that

other Party with respect to its covenants or agreements contained in this Agreement, any of which individually or in the aggregate would result in the material failure to satisfy one or more of the conditions to the Closing set forth in Section 8.1 or Section 8.2, as applicable, but not including any of those covenants that are not fulfilled due to the actions or inactions of the Party seeking termination, and the misrepresentation, default or breach is not cured within sixty (60) days (a "Cure Period");

- (e) By either Party upon written notice to the other, if all conditions set forth in Article 8, other than those that are within the control of the other Party, have been satisfied (other than conditions which by their nature are to be satisfied at the Closing) and a party provides a writing that it refuses to close the transaction within thirty (30) days of written notice from the other Party indicating the non-terminating party is ready, willing and able to close and that the conditions noted in this subsection have been satisfied.

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, the Parties shall have no further obligations or liabilities hereunder, except as expressly provided in this Agreement, including Section 5.7; provided that nothing in this Section 9.2 shall relieve any Party from liability for any fraudulent, reckless or willful breach of this Agreement by the Party prior to termination of this Agreement.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity by Buyer. To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against all claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses, arising out of or in connection with the Transaction, relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Buyer in this Agreement or any other Closing Agreement or Buyer's Closing Certificate;
- (b) the material breach of any covenant or agreement made or undertaken by Buyer in this Agreement or any other Closing Agreement;
- (c) the acts or omissions of Buyer;
- (d) breach of this Agreement;
- (e) breach of the Ground Lease;
- (f) Damage or loss to Seller's existing electric distribution system as a result of the acts or omissions of Buyer and/or Buyer's agents, employees or authorized Representatives; and

(g) the Excluded Assets or the Excluded Liabilities.

Buyer's indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Seller Indemnified Parties. But this section does not obligate Buyer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Seller Indemnified Parties by any direct or indirect employee of Seller, a subcontractor, or a person or entity for whom Seller or a subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Buyer's indemnification obligation will survive termination of this Agreement.

The indemnification obligations contained herein shall survive Closing and consummation of the transactions contemplated by this Agreement.

10.2 Purchase Price Adjustment. Solely for Tax account and reporting purposes, the Parties agree to treat all payments made pursuant to this Article 10 as adjustments to the Purchase Price unless otherwise required by applicable Law or taxing authority interpretations thereof.

ARTICLE 11 GENERAL PROVISIONS

11.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt, if delivered in person, (b) one (1) Business Day after having been delivered to a courier for overnight delivery, (c) upon transmission by e-mail or facsimile if sent before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or (d) five (5) Business Days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested, all fees prepaid, directed to the Parties or their permitted assignees at the following addresses (or at another address as shall be given in writing by a Party):

If to Seller, addressed to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: City Manager
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: matt.lasko@huronohio.us

with a copy to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
tschrader@sseg-law.com

If to Buyer, addressed to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

11.2 Successors and Assigns. Notwithstanding any contrary provision of this Agreement, the rights of the Parties under this Agreement shall not be assigned or transferred nor shall the duties of either Party be delegated without the prior written consent of the other Party in its sole discretion. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties hereto and their permitted assignees) any benefits, rights or remedies under or by reason of this Agreement.

11.3 Counterparts. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Counterparts may be delivered by facsimile or other electronic methods and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

11.4 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

11.5 Entirety of Agreement; Amendments. This Agreement (including the Schedules, Appendices and Exhibits hereto) and the Closing Agreements contain the entire understanding between the Parties concerning the Transactions and, except as expressly provided for herein, supersede all prior understandings and agreements,

whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement and the Closing Agreements which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties. All Appendices, Exhibits and Schedules attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

11.6 Waiver. The failure of a Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of that term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by the Party. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall any waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

11.7 Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS.

11.8 Governing Law/Dispute Resolution.

- (a) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.
- (b) Subject to the provisions of subsection (c), each Party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any Proceeding arising out of or relating to this Agreement, or any of the Closing Agreements or the Transactions contemplated hereby, and agrees that any Proceeding arising out of this Agreement or any Closing Agreement shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any Proceeding before any of those courts, by way of motion, as a defense or otherwise, any claim that it is not subject to the

in personam jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any Proceeding arising out of or relating to this Agreement, any Closing Agreement or the Transactions contemplated hereby brought in any of those courts and any claim that any Proceeding brought in any of those courts has been brought in an inconvenient forum.

11.9 No Partnership; Relationship between Buyer and Seller. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between Buyer and Seller; and in no event shall either Party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The Parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Transferred Assets, as applicable.

11.10 Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be unenforceable under applicable Law, the provision shall be unenforceable only to the extent expressly so held, without affecting the remainder of the provision or the remaining provisions of this Agreement. The Parties shall negotiate in good faith to agree upon legal, valid and enforceable substitute provisions to carry out the purposes and intent of any unenforceable provision.

11.11 Time of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The Parties acknowledge that each will be relying upon the timely performance by the other of its obligations hereunder as a material inducement to each Party's execution of this Agreement.

11.12 Limitations on Damages. EXCEPT IN THE CASE OF FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, NO PARTY OR ANY OF ITS RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS AGREEMENT OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN FOR ACTUAL DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY CLOSING AGREEMENT, IN NO EVENT SHALL ANY PARTY OR ANY OF ITS AND ITS RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES BE LIABLE UNDER THIS AGREEMENT OR, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS, OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

SELLER:

THE CITY OF HURON, OHIO

By: _____
Name: Matt Lasko
Title: City Manager

Approved as to form:

By: _____
Name: Todd A. Schrader
Title: Law Director

BUYER:

AMP TRANSMISSION, LLC

By: _____
Name: Pamala M. Sullivan
Title: President

Approved as to form:

By: _____
Name: Lisa G. McAlister
Title: General Counsel

Schedule 1 – Permitted Encumbrances

There are no Permitted Encumbrances.

Schedule 2 – Assumed Liabilities

There are no Assumed Liabilities.

Exhibit A

Equipment

Line	Qty	Unit	Description	Manufacture
			<u>MAJOR EQUIPMENT</u>	-
A3	1	EA	CONTROL HOUSE- COMPLETE W/ BATTERY, AUX EQUIPMENT, HMI, RELAY ;PANELS PER SPEC- 1 SHIPPING SPLIT - TESTING - FIELD ASSISTANCE - OFFLOADED	JAGG
A4	3	EA	69KV BREAKERS	GE/ALSTOM
A7	1	EA	69KV, 1200A 3PH HORN GAP, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A8	1	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A9	2	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A10	2	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A12	3	EA	SURGE ARRESTER - STATION CLASS, 48kV MCOV, 60kV RATING	HUBBELL
			<u>STEEL</u>	-
S1	1	EA	69KV TAKEOFF DEADEND BOX STRUCTURE	PEPCO
S2	1	EA	69KV - FE METERING STRUCTURE - (CT/PT SUPPLIED BY FE)	PEPCO
S3	3	EA	69KV 3PH HIGH BUS SUPPORT STRUCTURE	PEPCO
S4	6	EA	69KV 1PH LOW BUS TAP STRUCTURE	PEPCO
S5	2	EA	69KV SWITCH STAND	PEPCO
S6	2	EA	69KV 3PH BUS SUPPORT STRUCTURE	PEPCO
S7	1	EA	SHIELD/LIGHTNING MAST - 50'	GALV
S8	1	LOT	ANCHOR BOLTS AND TEMPLATES FOR ALL PEPCO SUPPLIED STRUCTURES	TF
S9	1	EA	SWITCH GROUND MATS 6X4 - (HORN GAP SWITCH)	PEPCO
S9A	5	EA	SWITCH GROUND MATS 3X4	PEPCO
			<u>BUSSING, FITTINGS - 69KV</u>	-
B1	940	FT	BUS PIPE 2.5" - SCH 40 6063T6 - 20' STICKS	
B2	900	FT	DAMPER CABLE - 266.8 Partridge	
B3	400	FT	JUMPER CABLE - 477 ACSR HAWK	
B3A	50	FT	JUMPER CABLE, 3/0 ACSR (PIGEON)	
B4	31	EA	INSULATORS - STATION POST TR278	TE
	1	LOT	BUS SUPPORT FITTINGS FOR 69KV BUS PER THE FOLLOWING:	TRAVIS PATTERN
B5	31	EA	BUS SUPPORT FITTING - 2-1/2" PIPE TO 5" B.C. - SLIP OR FIXED AS REQUIRED - BOLTED	TRAVIS PATTERN
B6	15	EA	TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B6A	16	EA	TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM - CENTER FORMED	TRAVIS PATTERN

B7	27	EA	TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B7A	7	EA	TERMINALS - 3/0 ACSR TO 2-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B8	12	EA	TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM - 90-DEGREES	TRAVIS PATTERN
B9	12	EA	TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM	TRAVIS PATTERN
B9A	6	EA	TEES - 2-1/2" PIPE TO TWO 2-1/2" PIPES, BOLTED ALUMINUM - 15-DEGREE ANGLES	TRAVIS PATTERN
B9B	12	EA	TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 15-DEGREE ANGLE	TRAVIS PATTERN
B10	6	EA	TEES - 2-1/2" PIPE MAIN TO 477 ACSR TAP, BOLTED ALUMINUM	TRAVIS PATTERN
B10A	7	EA	TEES - 2-1/2" PIPE MAIN TO 2-HOLE PAD, BOLTED ALUMINUM	TRAVIS PATTERN
B11	6	EA	STUD CONNECTORS - 1-1/2" STUD TO 4-HOLE PAD, BOLTED ALUMINUM	TRAVIS PATTERN
B11A	6	EA	EXPANSION TERMINAL, 2-1/2" PIPE TO 4-HOLE PAD, ALUMINUM	TRAVIS PATTERN
B12	21	EA	COUPLERS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM	TRAVIS PATTERN
B13	27	EA	ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 90-DEGREES	TRAVIS PATTERN
B14	4	EA	ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 45-DEGREES	TRAVIS PATTERN
B15	9	EA	END CAP, 2-1/2" PIPE	TRAVIS PATTERN
B16	3	EA	DEADEND CLAMP FOR STATIC LINE	MACLEAN
B17	3	EA	SHACKLE FOR STATIC DEADEND	HUBBELL
B18	250	FT	STATIC WIRE 3/8 GALVANIZED	NATIONAL
BSA	1	LOT	BOLT SETS - TERMINAL, EQUIPMENT MOUNTING, ETC - COMPLETE AS REQ	TF
BS1	500	EA	1/2" X 2-1/2" SS HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (TERMINALS)	
BS2	125	EA	5/8"-11 X 1-1/4" GALV. HEX BOLT W/ 1/2" FLAT AND LOCK WASHER (INSULATORS)	
BS3	20	EA	1/2" X 3" GALV. HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (CTs & PTs) OTHER	
			GROUND GRID FENCING	

Exhibit B
Ground Lease Agreement
[See Attached]

GROUND LEASE

THIS GROUND LEASE ("Lease") is entered into this ____ day of _____, 2021 (the "Commencement Date"), between The City of Huron, Ohio, an Ohio municipal corporation ("Lessor"), and AMP Transmission, LLC, an Ohio non-profit corporation ("Lessee").

RECITALS

A. Lessor operates an electric distribution utility in Huron, Ohio. Prior to the date of this Lease, Lessor owned 69 kilovolt ("kV") facilities and associated equipment at its substation (the "Substation"), including but not limited to two 69 kV transformers, three 69 kV breakers, a control house, and associated equipment, including steel arrangements, foundations, breakers, and major equipment including the inside of the control house, relay panels, and DC battery systems, arresters and switches and associated equipment (collectively, the "Equipment"), as described more fully in the Purchase Agreement (defined below).

B. On the Commencement Date, Lessor has sold the Equipment to Lessee, pursuant to an Asset Purchase and Sale Agreement (the "Purchase Agreement"). As contemplated in that agreement, the Equipment or its replacements shall remain in place at the Substation located at 1100 Rye Beach Road, Huron, Ohio 44839, to be used in connection with the transmission of electricity from the transmission grid to Huron's distribution utility at the Substation.

C. Through this Lease, Lessor seeks to provide Lessee with access on a non-exclusive basis to the Leased Premises (defined below), and with the right to enter upon and occupy on a non-exclusive basis the Leased Premises to permit it to own, operate, maintain, repair and replace the Equipment during the term of this Lease, on the terms set forth more fully below.

AGREEMENTS

NOW, THEREFORE, in consideration of the rents and mutual covenants herein contained, Lessor and Lessee do hereby covenant, promise and agree as follows:

I. LEASED PREMISES AND ACCESS RIGHTS

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on a non-exclusive basis with Lessor, the real property described on Lease Exhibit A, attached hereto, and by this reference incorporated herein, together with all rights and appurtenances thereto (the "Leased Premises"), situated in the County of Erie, State of Ohio. All references to the Leased Premises shall be deemed to include any subsequent improvements to the Leased Premises, whether made by Lessor or Lessee.. The provisions of this Lease are all covenants running with the land for the duration of the Term (as defined below) only.

B. The parties acknowledge that the Leased Premises include the Substation as well as additional area around the substation amounting to approximately three acres. Lessor hereby grants Lessee and its directors, managers, officers, employees, agents, contractors (collectively, its "Representatives") and its and their invitees access at no charge to them to and across the Substation property during the Term to enable access to the Leased Premises by Lessee and its Representatives and invitees. In addition, Lessee and its Representatives shall have reasonable access to and use of, at no charge to them, the Substation facilities (e.g., offices, restrooms, storage facilities, if any) as requested by Lessee in connection with the ownership, operation, maintenance, repair, replacement, improvement, and removal of the Equipment and the use of the Leased Premises.

C. Lessee agrees that it and its Representatives shall comply with Lessor's reasonable safety rules at the Substation.

D. This Lease is subject to a non-exclusive license in favor of Lessor to the lands and improvements owned by Lessor that are adjacent and contiguous to the Leased Premises for access to the Substation as may be necessary from time to time, with Lessor's permission and in accordance with Lessor's safety and other protocols.

E. The parties further acknowledge and understand that the Control House, which is owned by Lessee, is situated on the Leased Premises, but contains equipment relating to Lessor's distribution system ("Lessor's Equipment"). As such, Lessee acknowledges that Lessor shall have continuous and uninterrupted access to the Control House for the purpose of operating, maintaining or repairing Lessor's Equipment throughout the Term of this Lease. Lessee shall promptly notify Lessor of any changes to locks or codes which would prohibit Lessor from accessing the Control House.

II. LEASE TERM

The initial term of this Lease (the "Initial Term") shall commence at 12:01 a.m., on the Commencement Date, and end at 11:59 p.m. on December 31, 2055 unless sooner terminated or extended, as provided herein. At Lessee's option, which may be exercised by Lessee in writing at any time prior to the expiration of the Initial Term, Lessee may extend the term of this Lease for an additional ten year term, commencing with the expiration of the Initial Term (the "Extended Term" and collectively with the Initial Term, the "Term"). In the event that Lessee opts in writing to extend this Lease, the lease payment(s) shall be determined by mutual agreement of Lessor and Lessee in accordance with the fair market value of the leasehold interest at the time of such extension.

In the event that Lessee sells or transfers the Equipment to Lessor or a third party, this Lease shall terminate once the asset transfer is complete unless the Lease is also transferred with the Equipment.

III. LEASE PAYMENTS

A. Commencing on the Commencement Date, Lessee shall pay to Lessor as "Base Rent" for the Leased Premises, without notice, set-off, deduction or demand, the sum of One Hundred Eighty Three Thousand Seven Hundred Fifty Dollars (\$183,750.00) as a one-time, upfront payment payable on the Commencement Date. Lessor acknowledges the receipt of the full payment for the initial term, which shall be applied as a prepaid rent credit.

B. In the event that Lessor shall be required to pay any transaction privilege or sales tax levied upon or assessed against the Base Rent or additional rental received by Lessor by any governmental authority having jurisdiction paid by Lessee to Lessor hereunder ("Rental Taxes"), specifically excluding Lessor's income tax, Lessee shall pay its Pro Rata Share of those Rental Taxes in addition to the Base Rent which Lessee is required to pay Lessor herein. The amount required to be paid by Lessee to Lessor for Rental Taxes shall be paid on or before the date the taxes are due and shall be considered as the payment of taxes, and not the payment of rent.

C. Lessee shall pay its Pro Rata Share of any Real Estate Taxes imposed on the Leased Premises as described herein and in Section VII. "Real Estate Taxes" shall mean: all taxes and assessments, general, special or otherwise, levied upon or with respect to the Leased Premises and the land upon which it is located and related personal property, whether imposed by federal, state or local governments, or any school, agricultural, lighting, drainage or other improvement district; taxes and assessments of every kind and nature whatsoever levied, assessed and imposed on Lessor in lieu of or in substitution for existing or additional real or personal property taxes or assessments; and the cost of contesting by appropriate proceedings the amount or validity of any of the aforementioned taxes or assessments; provided, that Real Estate Taxes shall not include income taxes of Lessor. All rentals due under this Lease (Base Rent, Rental Taxes, and Real Estate Taxes) shall be paid to Lessor at its address of record as set forth below.

D. This Lease is intended to be and shall be deemed and construed as a "gross lease," pursuant to which Lessee shall have use and access to the Leased Premises net of any other costs or expense other than the Base Rent, the Rental Taxes, the Real Estate Taxes provided for above and any personal property taxes owed on the Equipment. If not provided for thereunder, then those other charges shall be for the account of Lessor, not Lessee. Without limiting the foregoing, Lessee shall not be responsible for impositions, charges or expenses of any nature whatsoever, including without limitation any of the following: all electrical power, security, janitorial services, water, waste disposal, gas, maintenance of refuse removal facilities, insurance premiums, licenses, maintenance, supplies, costs of operation, and remodeling.

E. Each of Lessee and Lessor shall keep the Leased Premises and all adjacent sidewalks, parking and service areas free and clear of all debris, trash, garbage, and waste resulting from the operation of their respective business.

IV. MAINTENANCE

Lessee agrees to maintain the Leased Premises and all improvements thereon in good condition and repair (ordinary wear and tear and casualty and condemnation excepted) and Lessor shall have no responsibility for the maintenance and repair of the Leased Premises, except as otherwise set forth in the Operation and Maintenance Agreement and provided, further that Lessee shall be responsible for damage and repair of the Leased Premises caused by the actual conduct of Lessee or its employees or agents. The Operation and Maintenance Agreement shall address the rights of the parties to operate and maintain any equipment or improvements located on the Leased Premises.

V. ENVIRONMENTAL LAWS

Lessee and Lessor shall each comply with all federal, state and local laws relating to environmental matters, and to the extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's shareholders, officers, directors, managers, members, employees and agents (collectively, as applicable, the "Indemnified Parties") from and against any and all claims, demands, liabilities, fees, fines, investigations, penalties, judgments, losses, suits, costs and expenses, including cost of compliance, remedial costs, clean-up costs, reasonable attorney's fees, and court costs arising from or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or hazardous or toxic material, substance or matter from, on or at the Leased Premises as a result of any act or omission on the part of Lessee or its directors, officers, employees, contractors or agents. These indemnification and defense obligations shall survive the expiration or termination of this Lease. Lessee shall not be responsible for any environmental matter which first arose before the Commencement Date, including any environmental matter discovered thereafter which occurred on or before that date.

VI. NO MORTGAGE BY LESSOR

During the term of this Lease, Lessor shall not at any time encumber or permit the Leased Premises to be encumbered with any senior lease, mortgage, deed of trust, or other lien or encumbrance in connection with any financing or indebtedness for the benefit of Lessor or otherwise.

VII. TAXES AND ASSESSMENTS; INSURANCE; AND CONSTRUCTION

A. All Real Estate Taxes and personal property taxes, general and special assessments and other charges which are in the nature of such taxes or assessments levied on or assessed against the Leased Premises, improvements located on the Leased Premises, personal property located on the land or improvements, the leasehold estate, or any subleasehold estate, which accrue during the term of this Lease shall be paid by

Lessor and Lessee based on their Pro Rata Shares as reasonably determined by Lessor. Those taxes, assessments, installments or charges which are due and payable on or prior to the Commencement Date or after the Term ends shall be paid by Lessor.

B. Lessee and Lessor shall each have the right to reasonably contest and appeal the amount of any Real Estate Taxes, assessments or charges for which they are responsible under this Lease and each may institute proceedings in its own name or jointly with consent of the other party. Should it be necessary to pay those taxes, assessments or charges under written protest before the same can be contested, each shall pay its Pro Rata Share of those taxes, assessments or charges so as to prevent the Leased Premises, improvements and personal property, or any portion thereof, from being sold or conveyed pursuant to a tax or other statutory sale or treasurer's or other deed authorized by any applicable statute or ordinance. Each party shall be authorized to collect any refund payable as a result of any proceeding that party institutes for that purpose and any refund shall be the property of the parties on a Pro Rata basis after deduction for all costs and expenses incurred in connection with the pursuit of that contest or appeal.

C. Property insurance must be procured by each Party for their owned assets from an insurance company with a Best A-/VII rating or better. Lessee shall insure the assets that have shared ownership with Lessor. All insurance proceeds shall be paid to and owned exclusively by the party procuring that policy.

D. Lessee shall procure commercial general liability insurance from an insurance company with a Best A-/VII rating or better in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in the aggregate.

E. Lessee's policy of insurance shall name Lessor as an additional insured and shall deliver the policy of insurance or a copy thereof to Lessor prior to the Commencement Date. Renewals thereof as required shall be delivered to Lessor at least thirty (30) days prior to the expiration of the policy terms. Lessee shall notify Lessor at least thirty (30) days prior to cancellation of the insurance.

F. Lessor and Lessee each waive, to the fullest extent possible, any and all rights of recovery against the other, or against their Representatives, for loss of or damage to the waving party or its property or the property of others under its control, except where the waiver has or would have the effect of invalidating or denying either parties coverage under any insurance policy held at the time of loss.

G. All insurance proceeds on account of fire, damage or destruction under the policies of casualty insurance shall be paid to and owned exclusively by the party procuring that policy.

VIII. TERMINATION OR EXPIRATION

A. At the expiration of the Term of this Lease, as the same may be duly extended, or sooner terminated pursuant to this Lease, all Lessee-owned improvements (if any), may be removed by Lessee during the succeeding ninety (90) days following that termination (and Lessee shall have continued access and occupancy rights for no additional rent during that period) at its discretion. That period shall be extended by each day for which access to the Leased Premises is restricted by Lessor. The Lessee shall not remove the Substation or Equipment at the expiration of the Term of this Lease. The parties agree that the Lessee shall cooperate with the Lessor to ensure that the removal of any Lessee-owned improvements shall not negatively impact or impair the Lessor ability to operate its distribution system or serve its customers. Any property not removed by Lessee during that period shall become the property of Lessor "AS-IS" and without warranty.

B. Except for the removal period noted above, any holding over after the expiration of the term of this Lease shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice by Lessor or Lessee, and upon terms and conditions under this Lease as existed during the last year of the term hereof or any extended term.

C. Lessee shall restore any damage to the Leased Premises or the Substation caused by the removal of any Equipment, provided, however, that nothing in this Lease shall require Lessee to replace any of the Equipment or to restore any electric transmission facility following Lessee's removal or abandonment of that Equipment, regardless of the operating condition of that Equipment. Lessor hereby assumes responsibility for assuring that the power transmitted to the Substation can be transmitted outside of the Substation following the expiration of the Term, regardless of the reason for the termination of this Lease.

D. If, at any time during the Term, Lessor determines that it has a need for the City Lot, as depicted in Exhibit A, Lessor shall have the unilateral right to terminate this Lease insofar and only insofar as it relates to that three (3) acre portion of the Leases Premises. Lessor shall provide Lessee with ten (10) days written notice of its intention to terminate the lease as it relates to the City Lot. In such event, Lessor and Lessee shall execute an amendment to this Lease, which shall include a refund for the value of the City Lot for the balance of the lease term and an updated Exhibit A depicting the remaining acreage.

IX. PERMITTED USE; COMPLIANCE WITH LAWS AND REGULATIONS

A. Throughout the term of this Lease and during any extended terms of the Lease, Lessee shall be permitted to use and occupy the Leased Premises for any lawful purpose consistent with the ownership, operation, maintenance, repair, replacement, improvement, and removal of transmission equipment, and for any other purpose incident thereto. Lessee shall comply during the Term and any Extended Terms with all present and future laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, administrative decisions, and other holdings or requirements of all

governmental authorities (whether state, federal or local), ordinary or extraordinary, foreseen or unforeseen, concerning the Leased Premises or improvements thereon, except Lessee shall have no obligation for environmental matters which existed on or adjacent to the Leased Premises on the Commencement Date.

B. To the extent permitted by law, Lessee shall defend, hold harmless and indemnify Lessor and its Indemnified Parties, from and against any and all actions, causes of action, damages, expenses, fees, fines, investigations, loss, penalties, suits, judgments, or claims for damages of every kind and nature, including but not limited to third party claims for personal injury and/or property damage (including without limitation reasonable attorneys' fees and expenses) arising out of any breach of this Lease, the acts or omissions of Lessee and its agents, employees, and authorized representatives, damage or destruction to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee, failure by Lessee and its Representatives to comply with any laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, the intention of the parties being with respect thereto that each party during the Term shall discharge and perform all their respective obligations in accordance therewith. Each party further covenants and agrees that it will procure and maintain, at its own expense, all required licenses, operating permits, certificates, or other items required by any governmental, regulatory, or licensing body with respect to its operations at the Substation and on the Leased Premises. These indemnification and defense obligations shall survive the expiration or termination of this Lease.

X. TRANSFER OR CONDEMNATION

A. Total, Substantial, or Unusable Remainder. If at any time during the term of this Lease:

(1) *Total or Substantial Taking.* Title to the whole or substantially all of the Leased Premises shall be transferred, this Lease shall terminate and expire on the date possession is transferred; or

(2) *Remainder Unusable for Purposes Leased.* Title to a substantial portion of the Leased Premises shall be transferred, and the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for the purpose for which it was being used immediately prior to the event, Lessee may, at its option, terminate this Lease within ninety (90) days after the transfer by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied by a certificate of Lessee that the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for that purpose.

B. Partial Taking--Lease Continues. In the event of any taking of less than the whole or substantially all of the Leased Premises, the Term shall not be reduced or affected in any way. In that case, the parties shall confer in good faith to determine whether adjustments to the Base Rent and other terms hereof and under the O&M

Agreement shall be made to restore the parties, to the greatest extent feasible, to their situation immediately prior to that partial taking, in light of their Pro Rata Share and operations on the Leased Premises.

C. Award Payments. In the event of a taking pursuant to any of the foregoing subsections, Lessor and Lessee shall work in good faith to divide the award according to their respective interests in the Leased Property, and if they are unable to reach agreement, the award shall be shared according to their Pro Rata Interests, except awards with respect to personal property owned by each party shall belong to that party alone.

D. Rights of Participation. Each party shall have the right, at its own expense, to appear in and defend any condemnation proceeding and participate in any and all hearings, trials, and appeals therein.

E. Notice of Proceeding. In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceedings affecting the Leased Premises, the party receiving the notice shall promptly notify the other party of the receipt and contents thereof.

F. Relocation Benefits. Lessee is not waiving any of its rights to any federal, state or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.

G. Covenant Not to Exercise Condemnation Powers. To the fullest extent permitted by law, Lessor agrees not to exercise its condemnation powers to acquire any or all of Lessor's interests in the Leased Premises or any of the Equipment, rights or other interests of Lessor therein.

XI. DESTRUCTION OF EQUIPMENT OR IMPROVEMENTS

If all or any portion of the Equipment or improvements on the Leased Premises should be destroyed by fire, flood or other casualty, then Lessee shall repair or replace those items at its own cost, except to the extent the damage was caused by Lessor or its Representatives.

XII. DEFAULT; REMEDIES

A. Each of the following shall constitute an Event of Default in breach of this Lease:

(1) A party shall fail to pay any amounts due hereunder or any other agreements between them on any day upon which the same is due, and the same shall not be paid within fifteen (15) days after written notice from the party to the other of that failure to pay;

(2) A party shall do or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of that party in this Lease or the O&M Agreement or otherwise contrary to any of the material covenants, agreements, terms or provisions of this Lease or the O&M Agreement, or the party shall otherwise fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease or the O&M Agreement which on the part or behalf of that party are to be kept or performed, and that party remains in violation sixty (60) days after written notice thereof from the other party; provided, however, that if the default cannot be reasonably corrected within a sixty (60) day period, then the party shall not be deemed in default if it has, within that sixty (60) day period, commenced to correct the default and diligently thereafter pursues the correction to completion, subject to an event of enforced delay (together with the period noted in subsection A(1) above, as applicable, a "Cure Period").

(3) An involuntary petition shall be filed against a party under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of or for the property of that party shall be appointed without the acquiescence of the other party, and that situation shall continue and shall remain undischarged or unstayed for an aggregate period of one hundred twenty (120) days;

(4) A party shall make an assignment of its property for the benefit of creditors or file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the party under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by the party under the arrangement provisions of the United States Bankruptcy Code;

(5) A party shall abandon the Leased Premises prior to the termination of the Lease and not cure that abandonment within ninety (90) days of notice from the other party;

(6) Upon the occurrence of any Event of Default on the part of a party, as set forth in this Lease, and in addition to all other rights and remedies the other party may have under this Lease or under applicable law, the non-defaulting party shall have the following rights and remedies, but it shall not have any obligation to do so:

(1) It may enter into and upon the Leased Premises to do all things reasonably deemed necessary or desirable by that party to cure any uncured Event of Default, and the defaulting party shall pay the non-defaulting party on demand all sums expended by it in curing or attempting to cure any such Event of Default, together with interest on those sums at six percent (6%) per annum;

(2) It may continue this Lease in effect until it elects to terminate the Lease by written notice to the defaulting party, and the defaulting party shall remain liable to perform all of its obligations under this Lease, and the non-defaulting party may enforce all of its rights and remedies, including the right to recover all amounts and all other payments and charges payable hereunder to it as the same fall due. If the defaulting

party abandons the Leased Premises or fails to maintain and protect the Leased Premises as herein provided, the non-defaulting party may do all things necessary or appropriate to maintain, preserve and protect the Leased Premises. The defaulting party agrees to reimburse the non-defaulting party on demand for all amounts reasonably expended by it in maintaining, preserving and protecting the Leased Premises;

(3) Upon the occurrence of one or more of the Events of Default listed above, the non-defaulting party may at any time thereafter, but not after the default is cured, give written notice ("Second Notice") to the defaulting party specifying the Event(s) of Default and stating that this Lease and the Lease term hereby demised shall expire and terminate on the date specified in that notice, which shall be at least thirty (30) days after the giving of the Second Notice, and upon the date specified in the Second Notice, this Lease and the Lease Term shall expire and terminate as of that date. The defaulting party shall pay all amounts due to the non-defaulting party, less any undisputed amounts it owes the defaulting party.

C. No right or remedy herein conferred upon or reserved to a party is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

XIII. NON-WAIVER

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or conditions. Acceptance of rent by Lessor during a period in which Lessee is in default in any respect other than payment of rent shall not be deemed a waiver of the other default.

XIV. NOTICES

Any notice required to be given or which may be given hereunder shall be in writing, delivered in person, by overnight delivery service, or by certified mail, postage prepaid, return receipt requested, addressed to the party at the following address or at such other change of address as may, from time to time, be communicated to the other party in the same manner as notice hereunder is required to be given. The addresses of parties to which all notices are to be mailed are:

Lessor:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: City Manager
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: citymanager@huronohio.us

with a copy to:

City of Huron, Ohio

417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
E-mail: lawdirector@huronohio.us

Lessee: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

That notice shall be deemed given when personally delivered, on the delivery date if delivered via overnight delivery service, upon transmission if sent by e-mail or facsimile before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or, if mailed in accordance with the provisions hereof, then five (5) Business Days following the deposit of the written notice in the United States mails. A "Business Day" is any day that is not a Saturday, Sunday or any day on which banks located in the State of Ohio are authorized or obligated to close.

XV. CONSTRUCTION OF TERMS

This Lease shall not be strictly construed either against the Lessor or the Lessee. The term "including" shall mean "including without limitation" regardless of whether so stated. Whenever reference is made to persons, unless the context otherwise requires, words denoting the singular number may, and where necessary shall, be construed as depicting plural number, and words of the plural number may, and where necessary shall, be construed as denoting the singular and words of one gender may, and where necessary shall, be construed as denoting another gender as is appropriate.

XVI. ASSIGNMENT, SUBLETTING

- A. Transfers. Intentionally omitted.
- B. Subleases. Without the prior written consent of Lessor, Lessee shall not assign its rights under this Lease to any other Person.

XVII. ENTIRE AGREEMENT

This Lease, the O&M Agreement, the Purchase Agreement and the exhibits attached to any of the foregoing set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and this Lease, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in those documents. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

XVIII. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XIX. BINDING EFFECT

All of the terms, covenants, conditions and provisions contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns. A mortgagee is a third party beneficiary of the mortgagee provisions contained in this Lease.

XX. HEADINGS

As used herein, any section or paragraph headings or defined terms are for convenience only and are not to be used in the construction of the sections nor are they meant to limit or expand the content of the sections.

XXI. TIME OF THE ESSENCE

Time is of the essence of this Lease and each and every provision hereof.

XXII. MEMORANDUM OF LEASE

This Lease shall not be recorded without the written consent of both parties. Concurrently with the execution of this Lease, the parties shall execute and cause to be recorded a Memorandum of Lease in the form attached hereto as Lease Exhibit B.

XXIII. INDEMNITY

A. Indemnification. Notwithstanding the termination of the Lease for any reason, to the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with the Transaction, relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Lessee in this Lease;
- (b) the material breach of any covenant or agreement made or undertaken by Lessee in this Lease;
- (c) the acts or omissions of Lessee;
- (d) breach of this Lease;
- (e) Damage or loss to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee and/or Lessee's agents, employees or authorized Representatives.

Lessee's indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Lessor Indemnified Parties. But this section does not obligate Lessee to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Lessor Indemnified Parties by any direct or indirect employee of Lessor, a subcontractor, or a person or entity for whom Lessor or a subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Lessee's indemnification obligation will survive termination of this Lease.

B. Liens. Lessor shall not permit any monetary liens to encumber the Leased Premises which have priority over the Lease. In the event Lessor encumbers the Leased Premises subsequent to the date of this Lease, (i) the Lease shall retain its priority position, and (ii) the holder of each Lessor Mortgage or security interest shall execute and deliver to Lessee a fully executed and acknowledged non-disturbance agreement in a commercially reasonable form, and reasonably acceptable to Lessee and any Lessee Mortgagee whereby the holder agrees, among other things, to recognize Lessee's rights under this Lease and not to disturb Lessee's possession and use of the Leased Premises and such other appurtenant rights and easements in the Leased Premises. With respect to other monetary encumbrances (i.e., mechanics' liens, judgment liens, tax liens, etc.), Lessor shall take any such actions as are required to prevent any material adverse effect to Lessee's use hereunder as a result of such encumbrances.

C. Personal Injury. Each party shall defend, indemnify and hold harmless the other party harmless from any and all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with personal injury to the other party or its Representatives,

invitees or third parties, or to other occupants of any part of the Leased Premises, or for any damage to any property of the other party or of any other occupant of any part of the Leased Premises, to the extent caused by the negligence or willful misconduct of that party or its Representatives.

The indemnities set forth in this Article shall not apply to any loss directly caused by the gross negligence or intentional misconduct of the other party or its Representatives.

XXIV. ESTOPPEL CERTIFICATES

Lessor or Lessee, including Lessee's assignees and sublessees, may request, from time to time, a certificate from the other party, or a statement, within twenty (20) days of demand in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Base Rent and other charges have been paid in advance, if any, (c) for any certificate by Lessee, Lessee acceptance and possession of the Leased Premises, (d) the commencement of the Lease term, (e) the Base Rent provided under the Lease, and (f) that the other party is not in default under this Lease (or if it claims a default, the nature thereof), (g) that the party claims no offsets against amounts owed to the other, and (h) other information as shall be reasonably necessary to establish the status of the tenancy created by this Lease. It is intended that any statement delivered pursuant to this Article may be relied upon by any prospective purchaser, Mortgage holder or assignee of any Mortgage holder of the Leased Premises.

XXV. FORCE MAJEURE

If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of a Force Majeure Delay, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

XXVI. OPERATOR

To the extent that Lessee engages a third party other than Lessor (each, an "Operator") to operate, maintain, repair and replace the Equipment or to otherwise act with respect to the Leased Premises, the Operator may perform, on Lessee's behalf, any or all of the obligations of Lessee under this Lease, and Lessor agrees to accept performance of those obligations from the Operator as though the same were performed by Lessee.

XXVII. QUIET ENJOYMENT AND COOPERATION

A. Lessee, upon paying the Base Rent and all other charges owing under this Lease, and upon performing all of its obligations under this Lease, will peaceably and quietly enjoy its non-exclusive rights to access and occupy the Leased Premises, subject to the terms of this Lease. Lessee shall use commercially reasonable efforts to assure

that its activities in connection with the Lease do not unreasonably interfere with the use by Lessor of the Substation or the Leased Premises or other assets not owned by Lessee, subject to Lessee's rights to maintain, service, repair and replace the Equipment at times it deems necessary or appropriate.

B. Each party shall execute further agreements or instruments reasonably requested by the other party to carry out the terms hereof and the other referenced agreements and the contemplated transactions.

XXVIII. GOVERNING LAW/DISPUTE RESOLUTION

A. This Lease shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.

B. Subject to the provisions of subsection (C), each party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any legal proceeding arising out of or relating to this Lease, or any of the other agreements noted herein or the transactions contemplated hereby or thereby, and agrees that any proceedings arising out of this Lease or any of those other agreements or transactions shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any proceeding before any of those Forums, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any proceeding arising out of or relating to this Lease or those agreements or transactions brought in any of those Forums and any claim that any proceeding brought in any of those Forums has been brought in an inconvenient forum.

C. Unless otherwise provided pursuant to this Lease, all disputes between the parties shall be resolved, if possible, in accordance with the following dispute resolution procedures.

XXIX. NO PARTNERSHIP

Nothing in this Lease is intended or shall be construed to create any partnership, joint venture or similar relationship between Lessor or Lessee; and in no event shall either party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar

relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Lessor nor Lessee shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Substation, Equipment, as applicable.

XXX. COUNTERPARTS

This Lease may be executed in counterparts and each of which shall be deemed to be an original, and together which shall constitute one instrument. Counterparts may be delivered by facsimile or other electronic means and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

XXXI. LIMITATION ON DAMAGES

EXCEPT IN THE CASE OF A PARTY'S FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, OR THE EVENT OF THIRD PARTY LIABILITY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS LEASE OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN ACTUAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN THEM, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS LEASE OR OTHER AGREEMENT, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE, OR ANY OTHER DAMAGES OTHER THAN ACTUAL DAMAGES. EACH PARTY HEREBY RELEASES THE OTHER PARTIES AND THEIR CONTRACTORS, SUBCONTRACTORS, AGENTS, AND AFFILIATES FROM ANY OF THOSE DAMAGES (EXCEPT TO THE EXTENT PAID TO A THIRD PARTY IN A THIRD PARTY CLAIM)

XXXII. LESSOR REPRESENTATIONS AND WARRANTIES

A. Lessor's Representations. Lessor hereby represents and warrants to Lessee that:

(1) Lessor has no actual knowledge of any existing physical conditions of the Leased Premises which would prevent, significantly restrict or make more expensive Lessee's development of the Leased Premises for the purposes specified in this Lease, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

(2) The execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Leased Premises or any part thereof is bound.

(3) Without having made any specific investigation thereof, and without undertaking to do so, Lessor has no actual knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Lessee's development of the Leased Premises pursuant to this Lease. To the best of Lessor's knowledge, the Leased Premises is currently in material compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Leased Premises.

(4) To the best of Lessor's knowledge, neither the Leased Premises nor any part thereof violates any Environmental Law. Without limiting the foregoing, except as disclosed in writing to Lessee, to the best of Lessor's knowledge no Hazardous Materials have been disposed of on the Leased Premises or have been accumulated or burned on the Leased Premises, no part of the Leased Premises or any improvements thereon contain asbestos or asbestos-containing materials (including, without limitation, acoustical plaster, fireproofing, pipe and boiler insulation or similar materials), and no underground storage tanks are located on or under the Leased Premises. "Environmental Law" means all laws of any governmental authority having jurisdiction over the Leased Premises addressing pollution or protection of the environment and all amendments to such laws and all regulations implementing any of the foregoing. "Hazardous Material" shall mean any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum-derived substance, waste or additive, asbestos, polychlorinated biphenyl (PCB), radioactive material, or other compound, element or substance in any form (including products) regulated or restricted by or under any Environmental Law.

(5) Lessor warrants that Lessor holds a fee simple interest in the Leased Premises and, to the best of Lessor's knowledge, that the Leased Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Leased Premises. During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Leased Premises for the purposes specified in this Lease. Lessor further covenants that, to the best of Lessor's knowledge, there are no outstanding written or oral leases, purchase or sale agreements or other agreements or restrictions encumbering, or in any way affecting the Leased Premises, and no person or entity has any right with respect to the Leased Premises, whether by option to purchase, contract or otherwise, that would prevent or interfere with any of Lessee's rights under this Lease.

(6) The representations and warranties set forth in this Section shall survive the execution and delivery hereof.

XXXIII. EXHIBITS AND INCORPORATION

The following exhibits, which are attached hereto or are in the possession of the Lessor and Lessee, are incorporated herein by reference as though fully set forth:

Lease Exhibit "A" Legal Description of Leased Premises

Lease Exhibit "B" Memorandum of Ground Lease

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

LESSOR:

THE CITY OF HURON, OHIO,

By: _____

Name: Matt Lasko

Title: City Manager

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____ as the _____ of the City of Huron, Ohio, an Ohio municipal corporation, on behalf of that entity.

My commission expires: _____

Notary Public

LESSEE:

AMP TRANSMISSION, LLC,

By: _____

Name: Pamala M. Sullivan

Title: President

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

My commission expires: _____

Notary Public

LEASE EXHIBIT A
Legal Description of the Leased Premises

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC
of First American Title Insurance Company
Effective Date: September 1, 2017 at 7:30 A.M.

Surveyor's Certification

To : First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio,
and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.



Per Title Commitment No. E-28101SC Issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

Beginning at a point in the centerline of Rye Beach Road, the same being the west line of Lot Number 22, North 1 degree 15 minutes west, 1591.26 feet from its intersection with the centerline of Bogart Road; thence South 88 degrees 37 minutes east, along the southerly line of lands now or formerly owned by Ada Croll, 704.40 feet to a point; thence South 1 degree 15 minutes east 325.00 feet to a point; thence North 88 degrees 37 minutes west, 704.40 feet to the centerline of Rye Beach Road; thence North 1 degree 15 minutes west, along said centerline, 325.00 feet to the place of beginning and containing 5.25 acres, more or less, but subject, however, to all legal highways.



9/21/2017

Registered Surveyor: John J. Raab
Registered Land Surveyor No.: 7863
In the State of: Ohio
Date of Survey: August, 2017
Date Printed: September 21, 2017

SHEET

1
OF 1

19 Right of Way to Columbia Gas of Ohio, Inc. Filed for record September 8, 1967 and Recorded in Volume 236 at Page 113, Erie County, Ohio Deed Records. Is located on subject parcel, as shown herein.

1. The utilities shown herein have been located from field survey information and existing drawings. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available.

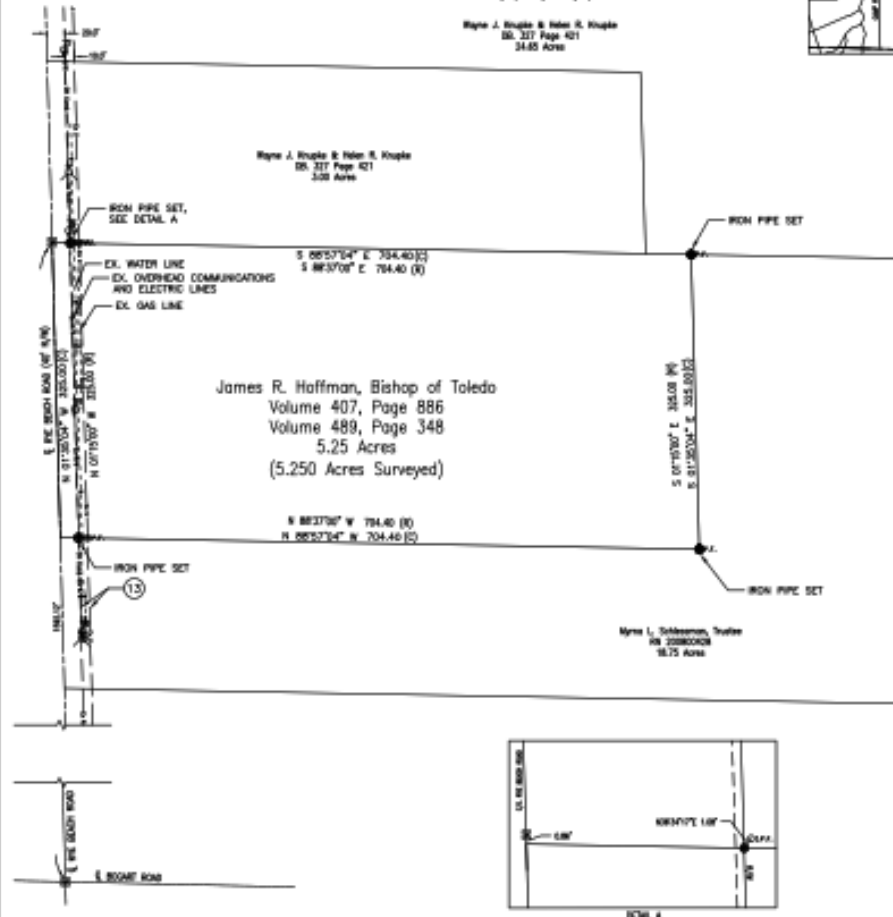
By graphic plotting only, this property is in Zone K (area determined to be outside the 1.25 annual chance floodplain) of the Flood Insurance Risk Map, Erie County Community No. 280702, City of Huron Community No. 280704, and Map No. 280402014-1 which became effective date of November 18, 2014 and is not in a Special Flood Hazard Area. No field survey was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

[illegible]

1. There was no visible evidence of current earth moving or building construction at the time of autopsy.

2. Property is a vested right, its substantial features preserved.

Readings are based on the 1983 State Plane Coordinate System, North Zone and North American Datum of 1983 (NAD 83), including the centerline of Eye-Death Road as being N 27.2739° E.



LEASE EXHIBIT B

Memorandum of Lease

WHEN RECORDED MAIL TO:

Attn:

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is entered into this ____ day of _____, 2021, by and between The City of Huron, Ohio, an Ohio municipal corporation, as "Lessor", (having an office at 417 Main Street, Huron, Ohio 44001), and AMP Transmission, LLC, an Ohio non-profit corporation, as "Lessee" (having an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43220), with reference to the following facts:

A. Lessor and Lessee have entered into a Ground Lease of even date herewith (the "Lease"). Under the Lease, Lessee is leasing from Lessor that certain real property located in Erie County, Ohio and more particularly described on Exhibit A attached hereto and made a part hereof by reference (the "Leased Premises").

B. Lessor and Lessee desire to provide record evidence of Lessee's leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease, and in this Memorandum of Ground Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein.

2. The term of the Lease began on the "Commencement Date" as defined in the Lease, and shall continue until December 31, 2055, unless sooner terminated or as extended, as provided in the Lease. Lessee shall have the right to extend the Lease for an additional 10-year term, subject to the conditions set forth in the Lease.

3. In addition to those terms referenced above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, and notice is hereby given that reference should be had to the Lease directly with respect to those terms, covenants, conditions and provisions. Copies of the Lease are maintained at the offices of Lessor and Lessee, as set forth above. This Memorandum of Ground Lease does not alter, amend, modify or change the Lease in any respect, is executed for

recording purposes only, is not intended to be a summary of the Lease, and is subject to the terms of the Lease. In the event of conflict between this Memorandum and the Lease, the Lease shall control.

4. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the day and year first above written.

LESSOR:

CITY OF HURON, OHIO,

By: _____
Name: Matt Lasko
Title: City Manager

STATE OF Ohio)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____ as the _____ of The City of Huron, Ohio, an Ohio municipal corporation, on behalf of that entity.

My commission expires: _____ Notary Public

LESSEE:

AMP TRANSMISSION, LLC,

By: _____
Name: Pamala M. Sullivan
Title: President

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

My commission expires: _____ Notary Public



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 1-2021
DATE: January 26, 2021

Subject Matter/Background

As submitted by Jason Gibboney, Water Superintendent:

Resolution No. 1-2021 requests authorization to enter into an agreement with Poggemeyer Design Group, in the form of a contract amendment, for the provision of engineering, inspection services, design, and rerating of water treatment plant capacity in reference to the tube settler and tube settlers building project. On January 28th, 2020 council awarded the bid for construction of the sedimentation basin sludge rakes (OEPA mandated improvement) to Kirk Brothers Construction at an amount of \$767,000.00. Since awarding of the construction contract the city has observed record high water demands and recognizes the need to increase Ohio EPA approved treatment plant capacity. Proposals were accepted from Poggemeyer Design Group in the amount of \$129,700.00. It is recommended at this time that Poggemeyer Design Group be selected to provide the inspection/engineering services. The total cost as listed prior encompasses all engineering services required to complete the plant expansion and receive Ohio EPA approval for the same. The treatment plant capacity after completion of all proposed construction would increase from the current 3.4 million gallons per day up to a maximum of 5.8 million gallons per day. Total cost of the engineering / inspection can be funded through a 0% Harmful Algal Bloom loan if the city is successful in obtaining such. Application for the 0% loan is part of the services provided by Poggemeyer and would result in loan award acceptance being presented to council at a later date. Note that this resolution is for engineering and inspection services only, construction bid to follow at an engineers estimated cost of \$2.2 million. This project and related expense was budgeted in the 2021 capital improvement and we are hopeful to secure 0% funding for 20 years.

Financial Review

Appropriations for engineering and inspection services was included in the 2021 budget within the Water Department's Capital Fund (Fund 603). The City will utilize EOPA's 0% loan to fund the project for cash flow purposes.

Legal Review

The matter has been reviewed, follows normal legislative procedure, and is properly before you.

Recommendation

If Council is in support of the resolution, a motion adopting Resolution 1-2021 would be in order.

[Resolution No. 1-2021.doc](#)

[Resolution No. 1-2021 Exhibit A.pdf](#)

RESOLUTION NO. 1-2021

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH POGGEMEYER DESIGN GROUP FOR THE PROVISION OF ENGINEERING AND INSPECTION SERVICES RELATED TO THE HURON WATER TREATMENT PLANT IMPROVEMENT PROJECT AT A COST NOT TO EXCEED ONE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$129,700.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the Interim City Manager is authorized and directed to accept the proposal and enter into an agreement with Poggemeyer Design Group for the provision of engineering and inspection services relative to the Huron Water Treatment Plant Improvement Project, at a cost not to exceed One Hundred Twenty-Nine Thousand Seven Hundred and 00/100 Dollars (\$129,700.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

☐ CLIENT
☐ ARCHITECT/ENGINEER



POGGEMEYER
DESIGN GROUP

Contract Amendment

PROJECT:
Huron Water Treatment Plant
Sedimentation Basin Flights and Chains

CONTRACT AMENDMENT NUMBER: 2

DATE: November 25, 2020

TO CLIENT:
City of Huron
417 Main Street, PO Box 468
Huron, Ohio 44839

PDG PROJECT NUMBER: 258000-00159

PROJECT MANAGER: Tom Borck

CONTRACT DATE: August 1, 2018

The Contract is changed as follows:

Contract is being revised to include the following services:

Rerating existing WTP to 5.8 MGD \$9,700
Design (Tube Settlers and PEMB building) \$60,000 (Does not include masonry Construction)
Engineering During Construction \$25,000
Part Time Construction Observation – (part-time observation) \$35,000

The original Contract Sum: \$85,885.00

The net change by previously submitted Contract Amendments: \$37,750.00

The Contract Sum prior to this Contract Amendment: \$123,635.00

The Contract Sum will be increased by this Amendment in the amount of: \$129,700.00

The new Contract Sum including this Contract Amendment: \$253,335.00

The Contract Time will be increased by: 0 days

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT

Poggemeyer Design Group, Inc.
ARCHITECT/ENGINEER

City of Huron, Ohio
CLIENT

1168 North Main Street
Bowling Green, Ohio 43402
ADDRESS

417 Main Street, PO Box 468
Huron, Ohio 44839
ADDRESS

BY (Signature)

BY (Signature)

Michael Atherine, P.E.
Name

Name

By (Signature)

BY (Signature)

Jack A. Jones, P.E.
Name

Name

DATE

DATE



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 2-2021
DATE: January 26, 2021

Subject Matter/Background

Resolution 2-2021 authorizes a change order in the amount of \$15,700 to its original contract authorized by Council's adoption of Resolution 2019-54 on September 24, 2019. The original contract amount of \$66,500 will be increased by \$15,700 as follows:

Original Contract	\$66,500
Less: Credit for Planning & Landscape Architecture Concept Design	-\$ 7,000
Plus: Add'l Design Development Services	\$10,500
Add'l Construction Documents Services	\$11,700
Add'l Official Engineer's Project Cost Estimate	<u>\$ 500</u>
TOTAL:	\$82,200

During the design phase of this project, the administration sought easements from our neighboring property owners. Obtaining the easements would both reduce construction cost and give additional room for the placement of the utility infrastructure. The City was successful in obtaining permission from ODNR. However, the efforts to obtain an easement from Norfolk were not successful. This change order reflects added costs on behalf of OHM for preliminary engineering and design that was done to produce documents and estimates as well as assistance in the negotiation process.

Financial Review

The City's Water Fund and Community Infrastructure Fee Fund have sufficient budget and cash to absorb the change order increase. Although there is an increase in the design cost, the additional services provided is an effort to save \$100,000 to \$150,000 in construction cost.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If Council is in support of the request, a motion to adoption Resolution 2-2021 would be in order.

[Resolution No. 2-2021.doc](#)

[Resolution No. 2-2021 Exhibit A.pdf](#)

RESOLUTION NO. 2-2021

Introduced by Christine Crawford

A RESOLUTION AMENDING RESOLUTION 2019-54, ADOPTED SEPTEMBER 24, 2019, AUTHORIZING THE CITY MANAGER TO ACCEPT CHANGE ORDER NO. 1 FROM OHM ADVISORS FOR ENGINEERING, DESIGN AND CONSTRUCTION SERVICES RELATING TO THE CONAGRA DRIVE UTILITIES PROJECT IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$15,700.00).

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The City Manager shall be, and he hereby is, authorized and directed to accept Change Order No. 1 from OHM Advisors to reflect the additional engineering, design and construction services related to the ConAgra Drive utilities project in an increased amount not to exceed Fifteen Thousand Seven Hundred and 00/100 Dollars (\$15,700.00). Change Order No. 1 shall be in substantially the form of the Contract Amendment attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall go into effect, and be in full force and effect, immediately upon its passage.

Sam Artino, Mayor

ATTESTED: _____
Clerk of Council

ADOPTED: _____

January 11, 2021

City of Huron
Mr. Matt Lasko, City Manager
417 Main Street
Huron, OH 44839

RE: ConAgra Drive Utilities – Contract Modification

Location: City of Huron

Proposal #: 18343A

Dear Mr. Lasko:

The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Proposal Outline.....	1
Project Background.....	2
Scope of Services (Planning Tasks – Contract Deduction).....	2
Scope of Services (Engineering Tasks).....	2
Price Proposal.....	3
Anticipated Project Schedule.....	4
Standard Terms & Conditions	4
COVID-19 Disclaimer	4

Sincerely,

OHM Advisors



Chad M. Lewis, PE, Project Manager
Chad.lewis@ohm-advisors.com
D: 216.865.1345



Russ Critelli, PE, PMP
Russ.critelli@ohm-advisors.com
D: 216.865.1339

Authorization to Proceed

Signature

Date

Printed Name

Title



Project Background

The City has requested plan modifications that require revisions to the design plan work for the ConAgra Dr. Utilities project and will avoid any required agreements with the railroad company. Proposed utilities will remain within the existing right-of-way and the easement agreement with the State of Ohio. The following tasks are additional items and associated design fee modifications to the original agreement (Proposal #18343).

Scope of Services (Planning Tasks – Contract Deduct)

Task #1 Planning & Landscape Architecture Concept Design Transportation & Streetscape

- The subject task was included in the original proposal, but services were not needed by the City. A deduct in the amount of \$7,000 is included in the fee shown.

Scope of Services (Engineering Tasks)

Task #59A Design Development

- The following services are included in the fee shown:
 - Redesign of the following utilities:
 - Gas main (1,000 lineal feet)
 - Move off proposed railroad easement.
 - Water main – adjust as needed to avoid other utilities.
 - Sanitary force main
 - Move off proposed railroad easement.
 - Location of the ConAgra site future pump station
 - Move off proposed railroad easement.
 - Underground utilities duct banks
 - Move onto old ConAgra site.
 - Electrical conduits (two locations, 2,300 lineal feet total)
 - Communications conduit (1,000 lineal feet)
 - Cable conduit (1,000 lineal feet)
 - Utilities coordination updates with the following participants:
 - Columbia Gas
 - Huron Water Department
 - Erie County DOES
 - Ohio Edison
 - Frontier Communications
 - Buckeye Broadband
 - Huron Street Department
 - Submittal of plans to the above-mentioned utility companies that incorporate the updates.



Task #60A Construction Documents

- The following services are included in the fee shown:
 - Updates to the Final Construction Documents will include the following:
 - Title Sheet
 - Schematic Plan
 - Typical Section
 - General Notes
 - Estimated Project Quantities (General Summary)
 - Roadway Plan & Profile Sheets
 - US 6 Watermain Crossing
 - Sanitary Sewer/Force Main Details & Specifications
 - Plans will include all details and specifications required for public bidding of a unit price contract, in accordance with industry and City standards.
 - Coordination and approval of Final Construction plans with public agencies, including:
 - Erie County DOES
 - City of Huron, Water Department
 - City of Huron, Street Department
 - Submittal of Final Construction plans to Private Utility Companies for follow-up and final coordination of impacts / conflicts with their facilities for purposes of installation
 - Final plans will be made available in full-size sets (22" x 34") for purchase by bidders.

Task #90A Official Engineer's Project Cost Estimate

- The following services are included in the fee shown:
 - Update of Estimated Quantities for construction
 - Updated evaluation and Estimate of Construction Costs for use with Public Bidding Requirements

Price Proposal

#	<i>Planning Tasks</i>	<i>Fee</i>
Task #1	<i>Planning & Landscape Architecture Concept Design</i>	<i>(\$ 7,000)</i>
#	<i>Engineering Tasks</i>	<i>Fee</i>
Task #59A	<i>Design Development</i>	<i>\$10,500</i>
Task #60A	<i>Construction Documents</i>	<i>\$11,700</i>
Task #90A	<i>Official Engineer's Project Cost Estimate</i>	<i>\$ 500</i>
Grand Total =		\$ 15,700



Anticipated Project Schedule

Engineering Tasks: January/February 2021

Standard Terms & Conditions

The Standard Terms and Conditions contained in the Annual Engineer contract (as approved by Council Legislation) shall also apply to this contract.

COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the Village, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the Village have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Village's staff to develop a plan to deal with unforeseen issues.



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 3-2021
DATE: January 26, 2021

Subject Matter/Background

Erie County Department of Environmental Services is completing a sanitary sewer project along US 6. They have requested the ability to utilize the city's water tower property as a construction staging area, similar to the County's current authorization to use it for staging on the booster station project underway.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution 3-2021 would be in order.

[Resolution No. 3-2021.docx](#)

[Resolution No. 3-2021 Exhibit A.doc](#)

RESOLUTION NO. 3-2021

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AUTHORIZING UNDERGROUND UTILITIES, INC. TO USE PERMANENT PARCEL NUMBER 42-64005.000 TO STAGE EQUIPMENT AND MATERIALS FOR USE IN CONNECTION WITH THE ERIE COUNTY/MITIWANGA REGIONAL PUMP STATION CONTRACT B – CRANBERRY CREEK FORCE MAIN, HURON, HURON & BERLIN TOWNSHIPS, ERIE COUNTY, OHIO.

WHEREAS, the City desires to authorize Underground Utilities, Inc. to use Permanent Parcel Number 42-64005.000 to stage equipment and materials for use in connection with the Erie County/Mitiwanga Regional Pump Station Contract B – Cranberry Creek Force Main Project, Huron, Huron & Berlin Townships, Erie County, Ohio.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized to execute an agreement with Underground Utilities, Inc. according to terms substantially similar to the agreement attached hereto as “Exhibit A.”

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

YARD AGREEMENT

UUI Project No. 2020026

UNDERGROUND UTILITIES, INC.

"An Equal Opportunity Employer"

416 West Monroe Street – PO Box 428

Monroeville, Ohio 44847

Phone: 419-465-2587 Fax: 419-465-4289

E-mail: general@uui.net

**PROJECT NAME: Erie County / Mitiwanga Regional Pump Station
Contract B – Cranberry Creek Force Main
Huron, Huron & Berlin Townships, Erie County, Ohio**

I agree to allow Underground Utilities, Inc. to use my property located at:

HURON EAST WATER TOWER, 900 CLEVELAND ROAD EAST, HURON, OH 44839

to park tool trailer, construction equipment and materials.

Underground Utilities, Inc. will maintain the yard in an orderly fashion. Underground Utilities, Inc., at the completion of the project, will remove all debris and restore the lot to original condition.

Property owner will allow Underground Utilities, Inc. to install security fence, if needed, at no cost to the property owner.

UNDERGROUND UTILITIES, INC.

PROPERTY OWNER

(Name)

(Name)

(Signature)

(Signature)

(Date)

417 MAIN STREET_____

(Street)

HURON, OH 44839_____

(City, State, Zip)

(419)433-5000_____

(Phone)

(Date)



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 4-2021
DATE: January 26, 2021

Subject Matter/Background

The following information was provided by Chief Bob Lippert:

In the 2021 city of Huron Budget, the Police Department was appropriated funds to Lease/Purchase four (4) new police cruisers. I have secured a Lease Agreement quote with state pricing from Statewide Municipal Leasing. The Lease Agreement Quote includes a three (3) year payment plan after which, the City of Huron will take ownership of the four (4) cruisers. I am asking for Council to approve the Quote and Lease/Purchase Agreement. The Quote and Lease/Purchase payment plans are attached to the legislation as Exhibit A. These new cruisers will replace two cruisers with high mileage and high annual maintenance costs and two cruisers will be retained to be issued to two new hires. This purchase will be for four (4) Ford Interceptor SUV's providing the department with six marked All Wheel Drive vehicles and one unmarked Four Wheel Drive vehicle, all of which can be used in winter weather conditions. This Lease/purchase continues the cruiser replacement program started in 2012. HPD was originally approved for the purchase of two new cruisers in 2020, however, because of the COVID pandemic did not make those purchases in the interest of citywide financial concerns. One of the vehicles to be replaced was purchased in 2012. I am asking for council's approval of this Lease Purchase Agreement.

The total purchase price for the four vehicles is \$179,292.00, with three annual payment due in the amount of \$64,700.02 pursuant to the amortization schedule attached hereto as Exhibit 1. Grand total of payments, including interest, is \$194,101.06.

Financial Review

The lease/purchase of 4 new police cruisers was included in the 2021 budget and will be paid out of the Capital Equipment Fund (Fund 403). The Chief utilized the City's option to use state pricing on the purchase so competitive bidding was not necessary, and utilizing this vendor maintains consistency in the the Police Department's fleet.

Legal Review

The matter has been reviewed, follows normal legislative procedure, and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution 4-2021 would be in order.

[Resolution No. 4-2021.doc](#)

[Resolution No. 4-2021 Exhibit A.docx](#)

RESOLUTION NO. 4-2021

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE HURON POLICE DEPARTMENT, TO ENTER INTO AN AGREEMENT WITH STATEWIDE EMERGENCY PRODUCTS, LLC DBA STATEWIDE MUNICIPAL LEASING FOR THE LEASE-PURCHASE OF FOUR (4) POLICE CRUISERS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED ONE AND 06/100 DOLLARS (\$194,101.06).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Huron Police Department, to enter into a lease-purchase agreement with Statewide Emergency Products, LLC dba Statement Municipal Leasing for the purchase of four (4) new police cruisers, specifically four (4) Ford Interceptor SUV's, as further described in Exhibit "A" attached hereto, in an amount not to exceed One Hundred Ninety-Four Thousand One Hundred One and 06/100 Dollars (\$194,101.06).

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**STATEWIDE EMERGENCY PRODUCTS, LLC
dba STATEWIDE MUNICIPAL LEASING
MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease No 011321

Lessee: City of Huron
417 Main Street
Huron, OH 44839

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing
1108 W. Main Street
Van Wert, Ohio 45891

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment, including all modifications, alterations, additions, or improvements thereto (the "Equipment"), described in the Schedules (the "Schedules") hereto executed from time to time by Lessor and Lessee, in accordance with the following terms and conditions of this Master Equipment Lease-Purchase Agreement ("Master Agreement") and the applicable Schedule.

As provided in Section 17 hereof, Lessor may assign its rights and interests under and related to any one or more Schedules. If none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 17 hereof, or if all of Lessor's interest in, to and under this Master Agreement and all Schedules have been assigned to the same assignee without any reassignment, the term "Lease" is used herein to mean this Master Agreement, including all Schedules. If Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 17 hereof, the term "Lease" is used herein to mean all Schedules that have the same Lessor and this Master Agreement as it relates to those Schedules and the Equipment listed therein, and each Lease shall constitute a separate single lease relating to that Equipment.

1. TERM AND TERMINATION. (a) Lease Term. The lease term (the "Lease Term") for the Equipment listed in each Schedule will commence on the date that Equipment is accepted pursuant to Section 3 and, unless earlier terminated as expressly provided for in Paragraphs 6, 19 or 20 of this Master Agreement, will continue until the expiration date (the "Expiration Date") set forth in the applicable Schedule. The termination or expiration of the lease of any item of Equipment shall apply solely to that item of Equipment and will not result in the termination of this Master Agreement or the lease of any other item of Equipment, and the rights and obligations of Lessor and Lessee under this Master Agreement shall continue in full force and effect with respect to the remaining Equipment subject to this Master Agreement.

(b) Term of Master Agreement. The term of this Master Agreement shall commence on the date it is executed by Lessor and Lessee, and will continue until terminated by either Lessor or Lessee upon at least thirty days prior written notice of the effective date of such termination (the "Termination Date"); provided, however, that the terms and conditions of this Master Agreement shall continue in full force and effect and the obligations of Lessee hereunder and any Schedule(s) with respect to Equipment leased prior to the Termination Date shall remain in full force and effect until all such obligations have been fulfilled.

2. LEASE PAYMENTS. For the lease of the Equipment listed in each Schedule, Lessee shall pay to Lessor the lease payments and other charges (the "Lease Payments") set forth in the applicable Schedule and this Master Agreement. As set forth in the applicable Schedule, each Lease Payment includes a principal portion and an interest portion. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor or its

assignee may from time to time designate in writing) on the first Lease Payment Date and thereafter as set forth in the applicable Schedule. If any Lease Payment is received later than ten (10) days after the due date, Lessee will pay a late payment charge equal to 1.8% of the amount of the Lease Payment or the maximum amount permitted by law, whichever is less. Except as specifically provided in Section 6 hereof, the obligation of Lessee to make the Lease Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that sufficient funds can be obtained to make all Lease Payments during the applicable Lease Term and hereby covenants that the official of Lessee responsible for budget preparation will do all things lawfully within his or her power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for Lease Payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his or her best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available there for and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. The foregoing provisions shall not be construed to require Lessee's governing body or other governmental body charged with budgeted or appropriating funds for Lessee to budget or appropriate funds to make Lease Payments. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder and each Schedule hereto shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. DELIVERY AND ACCEPTANCE. Lessee will cause the Equipment to be delivered to Lessee at the location specified in the applicable Schedule ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate (in the form provided by Lessor) within three days of delivery of the Equipment.

4. WARRANTIES. (a) Assignment of Warranties. So long as no Event of Default has occurred and is continuing, Lessor assigns to Lessee during the Lease Term of the Equipment all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee will resolve any claims under such warranties directly with the appropriate manufacturer or vendor. Lessee's sole remedy for the breach of any warranty shall be against the party providing the warranty, and not against Lessor. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer or vendor of the Equipment.

(b) DISCLAIMER OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NEITHER A MANUFACTURER NOR A VENDOR OF THE EQUIPMENT AND THAT LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE

MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

5. RETURN OF EQUIPMENT. Unless Lessee shall have exercised its purchase option as provided in Section 20 hereof, upon the expiration or earlier termination of the Lease Term of the Equipment pursuant to the terms hereof, Lessee shall, at its sole expense but at Lessee's option, return the Equipment to Lessor packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location within 200 miles of the Lessee.

6. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Master Agreement or any Schedule to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable by any means whatsoever in any fiscal period for all Lease Payments under a Lease, Lessee will immediately notify Lessor in writing of such occurrence, and the Lease Term for the Equipment under that Lease shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Lessee, except as to Lessee's obligations and liabilities under this Master Agreement relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment under that Lease to Lessor on the date of such termination in the manner set forth in Section 5 hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. If the Lease Term for any Equipment is terminated in accordance with this Section, Lessee agrees, to the extent permitted by law, that Lessee will not expend funds for the purchase or use of equipment performing functions similar to those performed by the Equipment which has been terminated for a period of 90 days following the termination of the Lease Term; provided this restriction shall not be applicable in the event that the Equipment is sold, released or otherwise disposed of by Lessor and the amount received from such disposition, less all costs of such sale or disposition, is sufficient to pay all then applicable Concluding Payments (as defined in the Schedules) or to the extent that the application of these restrictions is unlawful and would affect the validity of a Lease or this Master Agreement. This Section shall remain in full force and effect notwithstanding the termination of this Master Agreement or any Lease Term.

7. REPRESENTATIONS, COVENANTS AND WARRANTIES. Lessee represents, covenants and warrants as of the date hereof and at all times during the Master Agreement Term that: (a) Lessee is a State or a fully constituted political subdivision of a State, and has a substantial amount of one or more of the following sovereign powers: (1) power to tax, (2) power of eminent domain, or (3) police power, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and this Master Agreement; (b) the execution, delivery and performance by the Lessee of this Master Agreement and all documents executed in connection herewith, including, without limitation, all Schedules hereto and the Delivery and Acceptance Certificates referred to in Section 3 hereof (this Master Agreement together with all such documents shall be collectively referred to herein as the "Lease Documents") have been duly authorized by all necessary action on the part of the Lessee; (c) the Lease Documents each constitute a legal, valid and binding obligation of the Lessee enforceable in accordance

with their respective terms; (d) all required public bidding procedures regarding the award of the Master Agreement and the purchase of the Equipment have been followed by Lessee, and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease Documents; (e) Lessee has sufficient appropriations or other funds available to pay all Lease Payments and other amounts due hereunder for the current fiscal period; (f) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; and (g) no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than Lessee. At the request of Lessor, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form and substance as set forth in the form of opinion of counsel attached hereto or otherwise acceptable to Lessor, dated the date of acceptance of the Equipment pursuant to Section 3 hereof. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to cooperate with Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

8. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Master Agreement; provided, however, that title will immediately vest in Lessor without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor in accordance with Section 5 hereof, it. Lessee terminates the Lease Term of the Equipment pursuant to Section 6, or upon the occurrence of an Event of Default, or if Lessee does not 'exercise the purchase option prior to the Expiration Date. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor, a first and prior security interest in any and all right, title and interest of Lessee in the Equipment including but not limited to computer programs and computer documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (b) agrees that this Master Agreement may be filed as a financing statement evidencing such security interest, (c) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest, and (d) authorizes Lessor acting on behalf of Lessee to execute, and file any financing statements and to take any other action required to perfect Lessor's security interest in the Equipment.

9. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefore.

10. ALTERATIONS. Lessee will not make any modifications, alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

11. LOCATION; INSPECTION. The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment observe its use and operation.

12. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Master Agreement. Lessee shall pay, when due, to the extent required by law, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor therefore on demand, with interest at the maximum rate permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.

13. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Master Agreement. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, within 30 days of such determination, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) pay Lessor an amount equal to (1) the Concluding Payment for the immediately preceding Lease Payment Date as set forth in the applicable Schedule, (2) the accrued interest portion of the next Lease Payment through the date such amount is paid, and (3) all other amounts then due under this Master Agreement with respect to such Equipment. In the event that Lessee is obligated to make such payment pursuant to subparagraph (b) above with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss.

14. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

15. INSURANCE. Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers satisfactory to Lessor, or may self-insure against any or all such risks under a self-insurance program satisfactory to Lessor. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies or self-insurance will be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto and shall permit Lessor to participate and cooperate with Lessee in making any claim for insurance in respect thereof.

16. INDEMNIFICATION. Since Lessor's sole responsibility in connection with this transaction is to provide an amount equal to the principal portion of the Lease Payments to pay costs of the acquisition and lease of the Equipment, the parties intend that Lessor incur no liability, cost or expense with respect to Lessee's possession, use or operation of the Equipment. Accordingly, Lessee agrees, to the extent permitted by law, to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, installation, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification provided under this Section shall survive the full payment of all obligations under this Master Agreement or the termination of the Lease Term for any reason.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Master Agreement or the Equipment or any interest in this Master Agreement or the Equipment or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Master Agreement, the Equipment and any documents executed with respect to this Master Agreement and/or grant or assign a security interest in this Master Agreement and the Equipment, in whole or in part (including without limitations the rights and interests of Lessor under and related to any Schedule and the Equipment there under), and Lessee's rights will be subordinated thereto. Any such assignees shall have all of the rights of Lessor under this Master Agreement with respect to the rights and interest assigned. Subject to the foregoing, this Master Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested. Lessee shall retain all notices of assignment and maintain a book-entry record (as referred to in Section 21) which identifies each owner of Lessor's interest in the Master Agreement. Upon Lessee's receipt of written notice of Lessor's assignment of all or any part of its interest in the Master Agreement, the term "Lessor," when used herein with respect to any rights assigned, shall mean the assignee to whom those rights are assigned and Lessee agrees to attorn to and recognize any such assignee as the owner of Lessor's interest in this Master Agreement, and Lessee shall thereafter make such payments, including without limitation such Lease Payments, as are indicated in the notice of assignment, to such assignee.

18. DEFAULT. The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease payment (or any other payment) as it becomes due in accordance with the terms of this Master Agreement and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within thirty (30) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Master Agreement or in any writing ever delivered by Lessee pursuant hereto or in connection herewith was false, misleading, or erroneous in any material respect; (d) Lessee becomes insolvent or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or a petition for relief is filed by

Lessee under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Lessee and is not dismissed or fully stayed within thirty (30) days after the filing or institution thereof; (e) Lessee fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Lessor or an affiliate of Lessor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (f) an attachment, levy or execution is threatened or levied upon or against the Equipment.

19. REMEDIES. Upon the occurrence of an Event of Default under any Lease, and as long as such Event of Default under any Lease is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under that Lease, and all remaining Lease Payments due under that Lease during the fiscal year of Lessee in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment under that Lease to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment under that Lease is located and take immediate possession of and remove the same; (c) sell or lease the Equipment under that Lease or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the amounts otherwise payable by Lessee under that Lease and the purchase price, rental and other amounts paid by the purchaser, lessee or sub lessee pursuant to such sale, lease or sublease; and (d) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of that Lease or to recover damages for the breach of that Lease or to rescind that Lease as to any or all of the Equipment under that Lease. In addition, Lessee will remain liable for all covenants and indemnities under this Master Agreement and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

20. PURCHASE OPTION. Upon at least thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, Lessee will have the right to purchase the Equipment under any Schedule at a purchase price equal to the sum of (a) the Concluding Payment for the immediately preceding Lease Payment date as set forth in the applicable Schedule, (b) the accrued interest portion of the next Lease Payment through the date the purchase price is paid, and (c) any other amounts then due under this Master Agreement. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except Lessor will warrant that the Equipment is free and clear of any liens created by Lessor.

21. TAX COVENANTS; INDEMNITY. a) Tax Assumptions and Covenants. The parties assume that, and Lessor is entering into this Master Lease with the expectation that, Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in the Schedule under the column captioned "Interest Portion." Lessee covenants that it will (a) execute the appropriate Form 8038 for each Schedule prepared on behalf of Lessee by Lessor, who will register this Master Agreement and transfers thereof in accordance with section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, (b) not permit the property financed by this Master Agreement to be directly or indirectly used for

a private business use within the meaning of section 141 of the Code, (c) not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result, and (d) not take any action which results in this Master Agreement becoming, and will take any reasonable action to prevent this Master Agreement from becoming an arbitrage obligation within the meaning of section 148 of the Code or federally guaranteed within the meaning of section 149 of the Code.

(b) Tax Indemnity. In the event that Lessor either (a) receives notice from the Internal Revenue Service, or (b) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and not reasonably objected to by Lessee within ten (10) days after notice from Lessor of the selection, that the interest portion of any of the Lease Payments set forth in the Schedules is includable in Lessor's gross income for Federal income tax purposes, then Lessee will pay Lessor within 30 days after receiving notice from Lessor of such determination, the amount which, with respect to such Lease Payments previously paid, will restore the after-tax yield (after taking into account all taxes, interest and penalties) on the transactions evidenced by this Master Agreement to that which would have been had such interest portion not been includable in Lessor's gross income for Federal income tax purposes, and pay as an additional Lease Payment on succeeding Lease Payment due dates such amount as will maintain such after-tax yield. Notwithstanding the earlier termination or expiration of this Master Agreement or Lease Term of the Equipment, the obligations provided for in this Section 21 shall survive such earlier termination or expiration

22. MISCELLANEOUS. (a) Notices. All notices to be given under this Master Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

(b) Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement.

(c) Governing Law. This Master Agreement shall be construed in accordance with, and governed by the laws of the state of the Equipment Location.

(d) Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Master Agreement.

(e) Entire Agreement. The Lease Documents constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Master Agreement shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Master Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Agreement. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(f) Interest Rate Limitations. It is the intention of the parties hereto to comply with any applicable usury and other interest rate limitation laws; accordingly, notwithstanding any provisions to the contrary in this Master Agreement, in no event shall this Master Agreement

require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

(g) Counterparts. This Master Agreement or any Schedule 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 and either of the parties hereto may execute this Master Agreement or any Schedule by signing any counterpart, except that to the extent that this Master Agreement or any Schedule constitutes chattel paper, no security interest therein may be perfected through possession except by possession of Counterpart No. 1 of a Schedule with respect to that Schedule and the Master Agreement as it relates to that Schedule.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of January ___, 2021.

Lessee: City of Huron

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____
Matthew Lasko, City Manager

By: _____
Title: Member

OPINION OF COUNSEL

Lease No 011321

With respect to that certain Master Equipment Lease-Purchase Agreement #011321 dated January 15, 2021 by and between Statewide Emergency Products, LLC dba Statewide Municipal Leasing (Lessor) and the City of Huron (Lessee) as Supplemented by Schedule A thereto (the "Master Agreement"), I am of the opinion that:

- A. Lessee is a political subdivision of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- B. Lessee has the requisite power and authority to purchase the Equipment (as defined in the Master Agreement) and to execute and deliver the Master Agreement and to perform its obligations under the Master Agreement;
- C. the execution, delivery and performance by Lessee of the Master Agreement have been duly authorized by all necessary action on the part of Lessee;
- D. the Uniform Commercial Code of the state where the Equipment is located and/or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment;
- E. the Master Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms;
- F. there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Master Agreement or the ability of Lessee to perform its obligations under the Master Agreement and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and
- G. all required public bidding procedures regarding the award of the Master Agreement and the purchase of the Equipment have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or

declarations are required to be filed in connection with the execution and delivery of the Master Agreement.

Attorney for Lessee

Complete at least one of the following steps:

Step 1. Provide an insurance binder with the following required coverage.

- ☐ Certificate of Insurance or Declaration Page shown in the name of the Lessee listed above
- ☐ Liability and Physical Damage on all vehicles and equipment, Liability and Property Damage on all other Equipment
- ☐ Statewide Municipal Leasing named as Loss Payee and Additional Insured.
- ☐ Minimum of \$1,000,000 public liability coverage or the State maximum (if lower) is required.

Step 2. If no binder is provided, complete the following insurance company information and sign form.

Insurance Company:

Address: City: State: Zip Code:

Agent Name:

Expiration Date:

Liability: \$ Property Damage: \$ Physical Damage: \$

Step 3. If you are self-insured for any coverage, please provide the following information and sign.

Name of insurance pool/fund:

Self-insured Liability \$ Self-Insured Property: \$

Self-Insured Physical: \$ Expiration Date:

Sign to acknowledge the provided insurance information is correct:

Signature: _____

Title: _____

AMENDMENT

Lease No 011321

That certain Master Equipment Lease-Purchase Agreement, Lease No 011321, by and between Statewide Emergency Products, LLC dba Statewide Municipal Leasing ("Lessor") and the City of Huron ("Lessee"), dated as of January 15, 2021 is hereby amended as follows:

Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including this Lease) in the amount of more than \$10,000,000 during the current calendar year; hereby designates this Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 15th day of January 2021.

Lessee: City of Huron

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____

By: _____

Title:

Title: Member

**SCHEDULE A - MASTER EQUIPMENT
LEASE-PURCHASE AGREEMENT**

Lease No 011321

This Equipment Schedule dated as of January 15th, 2021, is being executed by Statewide Emergency Products, LLC dba Statewide Municipal Leasing ("Lessor"), and the City of Huron ("Lessee"), as a supplement to, and is hereby made a part of that certain Master Equipment Lease-Purchase Agreement dated as of January 15th, 2021 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, and following items of Equipment:

4) 2021 Ford Utility Interceptors VIN #

Commencement date will become be actual delivery date

Initial Term: (3) Three Years

Commencement Date January 15th, 2021

Periodic Rent: \$64,700.02 Consecutive (3) Years Payments of \$64,700.02 each (including interest), followed by one final payment of \$1.00, due under this Lease. The Periodic Rent Payment

also includes any applicable sales/use tax due and payable on the Lease Payment Dates, set forth in Schedule B.

EXECUTED as of the date first herein set forth.

Lessee: City of Huron

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____

By: _____

Title:

Title: Member

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper, no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

SCHEDULE B

PAYMENT SCHEDULE

Lease No. 011321

Compound Period: Annual

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	01/13/2021	179,292.00	1		
2	Lease Payment	01/13/2021	64,700.02	3	Annual	01/13/2023
3	Residual	01/13/2023	1.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	01/13/2021					179,292.00
1	01/13/2021	64,700.02		0.00	64,700.02	114,591.98
2021 Totals		64,700.02	0.00	0.00	64,700.02	
2	01/13/2022	64,700.02		9,740.32	54,959.70	59,632.28
2022 Totals		64,700.02	0.00	9,740.32	54,959.70	
3	01/13/2023	64,700.02		5,068.74	59,631.28	1.00
Residual	01/13/2023		1.00	0.00	1.00	0.00
2023 Totals		64,700.02	1.00	5,068.74	59,632.28	
Grand Totals		194,100.06	1.00	14,809.06	179,292.00	

LESSOR: STATEWIDE EMERGENCY PRODUCTS, LLC
 dba Statewide Municipal Leasing
 1108 W. Main Street
 Van Wert, Ohio 45891

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") as fully installed and in good working condition; and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Master Equipment Lease-Purchase Agreement ("Lease") executed by Lessee and Lessor.

4) 2021 Ford Utility Interceptors VIN#

LESSEE: City of Huron

By: _____

(Title)

DATE ACCEPTED: _____, 2021



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 5-2021
DATE: January 26, 2021

Subject Matter/Background

Resolution 5-2021 would authorize a two-year extension of the City's agreement with OHM Advisors for the provision of Municipal Engineering Services. The City has been engaged with OHM (formerly Krock Esser Engineering) since 2011. This iteration includes a few modifications:

- Elimination of zoning services. These services have been taken back in-house and we are currently advertising for the hiring of a new full-time position to provide this service
- Weekly service provision from 40 hours (24 for zoning / 16 for zoning) to 24 hours with additional time allotted as needed based on current task 2 items (estimated 8 additional hours per week from lead engineer). The reduction in hours is solely driven by the elimination of zoning services.
- Modified annual fee - \$126,000 to \$84,000
- Modification of the prescribed professional service fees for design and construction management. Both are slight increases keeping in line with inflationary growth and are still below market average.
- Greatly modified terms and conditions as driven by the Law Department - a substantial improvement from our previous agreement iterations.

The total scope and breadth of projects currently in process as well as the continued institutional knowledge were both contributing factors in the decision to continue the relationship with OHM Advisors.

Financial Review

The 2021 budget included OHM's contract at total cost during 2020, which included zoning services and totaled \$126,000. With the reduction in zoning services, the 2021 budget can accommodate the increase in engineering services (from approximately \$76,000/year to approximately \$84,000/year). The \$42,000 in net savings on the 2020 contract is expected to help offset the cost of a full time planning/zoning administrator.

Legal Review

The matter has been reviewed, follows normal legislative procedure, and is properly before you.

Recommendation

If Council is in agreement, a motion adopting Resolution 5-2021 would be in order.

[Resolution No. 5-2021.doc](#)

[Resolution No. 5-2021 Exhibit A.pdf](#)

RESOLUTION NO. 5-2021

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES PROVIDED TO THE CITY OF HURON AT A COST NOT TO EXCEED ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED TWENTY AND 00/100 DOLLARS (\$170,520.00) FOR THE CONTRACT TERM OF FEBRUARY 1, 2021 THROUGH DECEMBER 31, 2022

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for the provision of general engineering services and storm water management services to the City of Huron for the period of February 1, 2021 through December 31, 2022 in an amount not to exceed One Hundred Seventy Thousand Five Hundred Twenty and 00/100 Dollars (\$170,520.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**CONTINUING SERVICES AGREEMENT
BETWEEN
CITY OF HURON, OHIO
AND
OHM ADVISORS
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of 2/1/2021, between the **City of Huron, Ohio** with its office located at 417 Main Street, Huron, OH 44839 (CLIENT) and **Orchard, Hiltz & McCliment, Inc., dba OHM Advisors**, a Michigan corporation with its main office located at 34000 Plymouth Road, Livonia, MI 48150 (CONSULTANT). CLIENT intends to engage CONSULTANT to provide professional services for Municipal Engineering Services, General Engineering Services, Professional Services (Public Projects) and Private Sector Development Services. This Agreement sets forth the terms and conditions which shall govern the relationship and performance of CLIENT and CONSULTANT for professional services. Engagements for General Engineering Services and Professional Services (Public Projects) will be documented by an individual Project Supplement.

CLIENT and CONSULTANT in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

A. The services to be provided by CONSULTANT are set forth in Exhibit A, “Schedule of Consultant Services,” and as provided herein.

B. Municipal Engineering Services shall be provided by Consultant, inclusive of the services of a Professional Engineer registered in the State of Ohio and an Engineering Representative for the purpose of handling the Engineer duties per CLIENT’s ordinance and details in Exhibit A.

C. General Engineering Services and Professional Services (Public Projects) for specific tasks or a Specific Project will be detailed in a duly executed individual Project Supplement. Each Project Supplement will indicate the specific tasks and functions to be performed and deliverables to be provided.

1. The general format of a Project Supplement is shown in Attachment 1 to Exhibit A.
2. This Agreement is not a commitment by CLIENT to CONSULTANT to issue any Project Supplements.
3. CONSULTANT shall not be obligated to perform any prospective Project Supplement unless and until CLIENT and CONSULTANT agree as to the particulars of the Specific Project, CONSULTANT’S services, CONSULTANT’S compensation, and all other appropriate matters.

D. Private Sector Development Services involve CONSULTANT providing plan review and construction inspection for private developments within the CLIENT boundaries.

E. CONSULTANT personnel assigned to work with CLIENT on engineering-related services shall maintain

familiarity and competence relating to the Charter, relevant Ordinances, and procedures established by CLIENT.

1.02 Project Supplement Procedure

A. CLIENT and CONSULTANT shall agree on the scope, time for performance, and basis of compensation for each Project Supplement.

B. CLIENT approval of a Project Supplement will follow its authorized purchasing guidelines.

C. CONSULTANT will commence performance as set forth in the Project Supplement.

ARTICLE 2 – CLIENT’S RESPONSIBILITIES

2.01 General

CLIENT shall have the responsibilities set forth herein, in Exhibit B, “Schedule of Client’s Responsibilities,” and in each Project Supplement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES; SUSPENSION

3.01 Term

A. This Agreement shall be effective and applicable to Project Supplements issued hereunder until the close of business (Eastern Standard Time) on December 31, 2022.

B. This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.

3.02 Times for Rendering Services

A. The times for performing services or providing deliverables will be stated in each Project Supplement. If no

times are so stated, CONSULTANT will perform services and provide deliverables within a reasonable time.

B. For purposes of this Agreement, the term “day” means a calendar day of 24 hours.

C. The time for a party’s performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing and, when practicable, in advance of when it is being delayed.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Project Supplement, or if CONSULTANT’S services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under the individual Project Supplement.

B. If CONSULTANT’S services under a Project Supplement are delayed or suspended in whole or in part by CLIENT, or if CONSULTANT’S services under an individual Project Supplement are extended by a Contractor’s actions or inactions for more than 90 days through no fault of CONSULTANT, CONSULTANT shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the individual Project Supplement has been revised.

ARTICLE 4 – PAYMENTS TO CONSULTANT

4.01 Payment for Services and Reimbursable Expenses of CONSULTANT

CLIENT shall pay CONSULTANT as set forth in Exhibit A, Exhibit C, or in each individual Project Supplement.

4.02 Other Payment Provisions

A. *Preparation of Invoices.* Invoices for monthly services and for each individual Project Supplement will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT monthly, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit A, Exhibit C, “Payments to Consultant for Services and Reimbursable Expenses,” or each individual Project Supplement.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT’S invoice, the amounts due CONSULTANT will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid in accordance with each monthly task or individual Project Supplement for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT for the reasonable value of work performed up to and including the date of termination of the Agreement, regardless of cause.

E. *Records of CONSULTANT’S Costs.* Records of CONSULTANT’S costs pertinent to CONSULTANT’S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT’S charges and upon CLIENT’S timely request, copies of such records will be made available to CLIENT at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement (or an individual Project Supplement) by any level of government that impose taxes, fees, or costs on CONSULTANT’S services or other costs in connection with this Project or compensation thereof, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees or costs be imposed, they shall be in addition to CONSULTANT’S estimated total compensation.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

CONSULTANT’S opinions of probable Construction Cost (if any) are to be made on the basis of CONSULTANT’S experience and qualifications and represent CONSULTANT’S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor’s methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

CONSULTANT will use its best efforts to provide reasonable opinions of Total Project Costs. However, since the CONSULTANT has no control over the cost of land, rights-of-way, compensation for damages to properties, CLIENT'S costs for legal, accounting, insurance, counseling or auditing services, interest or finance charges incurred, and costs of services provided by others to CLIENT, and CONSULTANT is limited on Opinions of Probable Construction Costs per 5.01, CONSULTANT cannot and does not guarantee that actual Total Project Costs will not vary from opinions of Total Project Costs prepared by CONSULTANT.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT in this Agreement will be the standard of care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting there from in conformance with the standards set forth in this Section 6.01, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall promptly correct such deficiencies at CONSULTANT's cost and without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall serve as CLIENT'S prime professional under each individual Project Supplement. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services upon prior written notice and written approval of CLIENT, whose approval shall not be unreasonably withheld. CONSULTANT shall not be required to employ any subconsultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable laws or regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of the effective date of each task or individual Project Supplement. Changes to these requirements after the effective date of each task or individual Project Supplement may be the basis for modifications to CLIENT'S responsibilities or to CONSULTANT'S scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and in accordance with requirements of CLIENT'S Charter and related Ordinances, and CLIENT shall bear all costs incident thereto so as not to delay the services of the CONSULTANT.

G. Prior to the commencement of the Construction Phase on a Specific Project, CLIENT shall notify CONSULTANT of any variations or any other notice or certification that CONSULTANT will be requested to provide to CLIENT or third parties in connection with a Specific Project. CLIENT and CONSULTANT shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable CONSULTANT to provide notices or certifications requested.

H. If a Construction Cost limit for a Specific Project is established between CLIENT and CONSULTANT, such Construction Cost limit and a statement of CONSULTANT'S rights and responsibilities with respect thereto will be specifically as set forth in this Agreement and the individual Project Supplement.

I. CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain within its services for that specific project. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

J. If CONSULTANT provides services during the construction phase of a specific project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work. To the extent Consultant is hired for construction management or construction supervision purposes, (a) CLIENT acknowledges and agrees that CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work; and (b) a separate Project and scope of services shall be entered into by and between the parties, which scope of services shall govern in the event of any conflict between said scope of services and this Agreement.

K. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the contract documents. Notwithstanding

the foregoing, to the extent Consultant is hired for construction management or construction supervision purposes CONSULTANT shall use its best efforts to bring matters to the attention of the CLIENT in the event CONSULTANT observes Construction activity that may be in contravention of the construction drawings, specifications and/or duties assigned to Contractor.

L. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of a Contractor's agents or employees or any other persons (except CONSULTANT'S own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CLIENT without consultation and advice of CONSULTANT. Notwithstanding the foregoing, to the extent Consultant is hired for construction management or construction supervision purposes CONSULTANT shall use its best efforts to bring matters to the attention of the CLIENT in the event CONSULTANT observes Construction activity that may be in contravention of the construction drawings, specifications and/or duties assigned to Contractor,

M. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C700, 2002) or ODOT General Provisions (Section 100), unless both parties mutually agree to use other General Conditions.

N. Notwithstanding any contrary provision of this Agreement, CLIENT shall be reasonably permitted to object to, and request replacement of, CONSULTANT's assigned staff in the event circumstances warrant and provided CLIENT notifies CONSULTANT in writing of specified facts or outcomes that are not consistent with CLIENT's expectations prior to requesting further action by CONSULTANT.

6.02 Authorized Project Representatives

Contemporaneous with the execution of this Agreement for monthly services and then each individual Project Supplement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT'S and CLIENT'S representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT for monthly services and under the individual Project Supplement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to a specific project on behalf of each respective party.

6.03 Design without Construction Phase Services

It is understood and agreed that if CONSULTANT'S basic services under an individual Project Supplement do not include project observation, or a review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT or others,

then CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against CONSULTANT that may be in any way connected thereto. In such a case, CONSULTANT'S basic services under the applicable individual Project Supplement will be considered completed upon completion of the Final Design Phase or Bidding Phase as outlined in Exhibit A and the individual Project Supplement.

6.04 Use of Documents

A. Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specification, field notes, investigations, copies of computer files and drawings, studies and reports shall become the property of and be delivered to the CLIENT. Copies of CLIENT-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project.

D. CLIENT may make and retain copies of Documents for information and reference in connection with use on a Specific Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate for the specific purpose

intended, will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

E. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

F. Any verification of adaptation of the Documents for extensions of the Specific Project for which they were prepared or for any other project will entitle the CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain insurance as set forth in Exhibit D, "Insurance."

B. CLIENT shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT'S subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.

C. All policies of property insurance shall contain provisions to the effect that CONSULTANT and CONSULTANT'S subconsultants interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

D. At any time, CLIENT may request that CONSULTANT, at CLIENT'S sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT'S subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT, and Exhibit D will be amended to incorporate these requirements.

E. CONSULTANT and CLIENT shall each procure an appropriate clause in, or endorsement on, any fire or extended coverage insurance covering any and all projects, as well as personal property, fixtures and equipment located thereon or therein, pursuant to which the parties' respective insurance companies waive subrogation or consent to a waiver of right of recovery against the other party, and each party hereby agrees that it will not make any claim against or seek to recover from the other Party for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such fire and extended coverage insurance.

6.06 Termination

The obligation to provide further services under this Agreement or any individual Project Supplement may be terminated:

A. For cause,

1. By either party upon 90 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any individual Project Supplement here under through no fault of the terminating party.

2. - By CONSULTANT:

a) upon seven (7) days written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT'S responsibilities as a licensed professional; or

b) upon seven (7) days written notice if CONSULTANT'S services under an individual Project Supplement are delayed or suspended for more than 90 days for reasons beyond CONSULTANT'S control.

c) CONSULTANT shall have no liability to CLIENT on account of such termination under Section 6.06 A.. 2. a) and b).

3. By CLIENT:

a) upon seven (7) days written notice if CLIENT believes that CONSULTANT is furnishing or performing services not authorized or that are contrary to CONSULTANT'S responsibilities as a licensed professional; or

b) upon seven (7) days written if CONSULTANT'S services under an individual Project Supplement are delayed for more than 90 days for reasons within CONSULTANT'S control.

c) CLIENT shall have no liability to CONSULTANT, beyond payment as outlined in Article 4, on account of such termination under Section 6.06 A. 3.a) and b)

4. Notwithstanding the foregoing, neither this Agreement nor any individual Project Supplement will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after date of receipt of the notice.

B. For convenience,

1. By CLIENT effective upon CONSULTANT'S receipt of written notice by CLIENT.

C. The terminating party under paragraphs 6.06. A. or 6.06..B. may set the effective date of termination of this Agreement or any individual Project Supplement at a time up to 90 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

6.07 Controlling Law

This Agreement is to be governed by the law of the State of Ohio. Subject to the provisions of Section 6.10, below, any and all disputes arising from the enforcement or interpretation of this Agreement shall be exclusively venued in the State Courts of Erie County, Ohio.

6.08 Nondiscrimination and Affirmative Action

The CONSULTANT agrees to take affirmative action to assure that applicants are employed, and the employees are treated during employment in a manner, which provides equal employment opportunity and eliminates any inequality based upon race, national origin, gender, sexual orientation, religion, disability, height, weight, marital status, or veteran status.

6.09 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.09.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual entity, or to any surety for or employee of any of them.

2) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph, 6.09.C, shall appear in

any Contract Documents prepared for any Specific Project under this Agreement.

6.10 Dispute Resolution

CLIENT and CONSULTANT agree that if a dispute between the Parties arises out of or relates to this agreement, the Parties will attempt to settle the dispute through good faith negotiations. The Parties shall meet within five (5) business days after such dispute arises to commence resolution of the dispute. If within twenty (20) business days of commencement of negotiations the direct negotiations do not resolve the dispute, the Parties agree to settle the dispute utilizing the following procedures:

A. Mediation

1. CONSULTANT and CLIENT shall jointly consult with Attorney David Schaefer, of the firm McCarthy, Lebit, Crystal & Liffman (or any other neutral mediator mutually agreeable to the Parties) whom shall serve as informal mediator of the dispute. The Parties agree to provide Mediation Position Statements to the mediator and each other at least 48 hours prior to the scheduled mediation. The mediation meeting and an agreement of the parties shall be arrived at as expeditiously as possible under the circumstances.
2. The costs of the mediation service shall be borne equally by the Parties.

B. Arbitration

1. If the dispute is not resolved by mutual agreement of the Parties within twenty (20) business days after the first mediation meeting, the Parties agree to settle via arbitration.
2. The Parties shall each select a neutral, unbiased arbitrator within five (5) business days thereafter to hear the dispute. The two (2) selected arbitrators shall then have an additional five (5) business days to agree upon, and select, a neutral and unbiased third arbitrator. Within twenty-five (25) business days of selection of the third arbitrator, the Parties shall submit the then-pending dispute to the established three (3) arbitrator panel, which arbitration shall occur at the time and place designated by the arbitration panel.
3. The decision of the arbitration panel shall be arrived at as expeditiously as possible under the circumstances, and the decision shall not be delayed by the failure or refusal of either Party to present their argument on the then-existing dispute at the place and time designated by the arbitration panel.
4. The decision of the arbitration panel shall be final and binding, and the only remedies available to the Parties shall be limited to those remedies identified in this Agreement.
5. The costs of the arbitration panel's service shall be borne equally by the Parties.

- C. The mediation and arbitration procedure set out in this Article 6.10 shall survive the termination of this Agreement. But for the inclusion of this Article 6.10, neither Party would have entered into this Agreement.

6.11 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist on a Site for a Specific Project, unless set forth in the individual Project Supplement.

B. CLIENT shall disclose to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the site of any specific project, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that CONSULTANT'S scope of services in any individual Project Supplement shall not include any services related to Hazardous Environmental Condition unless specifically agreed to in an individual Project Supplement. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the specific project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site of a specific project is in full compliance with applicable laws and regulations.

E. CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site of a specific project in connection with CONSULTANT'S activities under this Agreement.

F. If CONSULTANT'S services under any individual Project Supplement cannot be performed because of a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, the existence of the condition shall justify CONSULTANT'S terminating that individual Project Supplement for cause on 30 days' notice.

6.12 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to reasonable fees and charges of consultants, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and CONSULTANT'S consultants in the performance and furnishing of CONSULTANT'S services under this Agreement.

2. To the fullest extent permitted by law, CLIENT shall defend, indemnify and hold harmless CONSULTANT, consultants officers, directors, partners, employees, and CONSULTANT'S consultants from and against any and all costs, losses, and damages (including, but not limited to reasonable fees and charges of consultants, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees and CLIENT'S other consultants with respect to this Agreement.

3. To the fullest extent permitted by law, CONSULTANT'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.12.A.2. of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT'S subconsultants from and against all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT'S attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) cause by, arising out of or resulting from a hazardous environmental condition created as a direct result of the acts or omissions of CLIENT, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.12.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

B. Limitation of Consultant's Liability

1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents, and consultants, and any of them to CLIENT and

anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to specific project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, agents or consultants, or any of them, shall not exceed the total compensation received by CONSULTANT for the individual Project Supplement or insurance proceeds actually received to cover said loss(es) up to \$2,000,000.00, whichever is greater..

6.13 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Applicability of Continuing Services Agreement to individual Project Supplement

The terms and conditions set forth in this Agreement apply to each individual Project Supplement as if set forth in the individual Project Supplement, unless specifically modified. In the event of conflicts between this Agreement and an individual Project Supplement, the conflicting provisions of the individual Project Supplement shall take precedence for the individual Project Supplement. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all individual Project Supplements issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.15 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

6.19 Non-Exclusive and Non-Limiting Agreement

A. Nothing herein shall establish an exclusive relationship between CLIENT and CONSULTANT. CLIENT may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and CONSULTANT may enter into similar or different agreements with other Clients for the same or different services as contemplated hereunder.

B. The cumulative scope of CONSULTANT'S services and CONSULTANT'S compensation as agreed to in Individual Project Supplements hereunder shall not be limited by this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.
2. *Additional Services*-- Services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement which are not included in Basic Services for that Individual Project Supplement.
3. *Agreement*--This "Master Agreement between CLIENT and CONSULTANT for Professional Services," including those Exhibits listed in Article 8 hereof.
4. *Application for Payment*--the form acceptable to CONSULTANT and CLIENT which is to be used by a contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*--Specified services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement.
7. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- document recommended by CONSULTANT, which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Construction Agreement*--The written instrument, which is evidence of the agreement, contained in the Contract Documents, between CLIENT and a Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between CLIENT and a Contractor concerning the Work.

12. *Construction Cost*-- The cost to CLIENT of those portions of an entire Specific Project designed or specified by CONSULTANT. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price* --The moneys payable by CLIENT to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times* --The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by CONSULTANT'S written recommendation of final payment.

16. *Contractor*--An individual or entity with whom CLIENT enters into a Construction Agreement for a Specific Project.

17. *Correction Period*--The time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract documents, or has been damaged prior to CONSULTANT'S recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by CONSULTANT to CLIENT pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by CONSULTANT, which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Individual Project Supplement*--The date indicated in the Individual Project Supplement on which it becomes effective, but if no such date is indicated, it means the date on which the Individual Project Supplement is signed and delivered by the last of the two parties to sign and deliver.

24. *CONSULTANT'S Consultants*--Individuals or entities having a contract with CONSULTANT to furnish services with respect to a Specific Project as CONSULTANT'S independent professional associates, Consultants, subcontractors, or vendors. The term CONSULTANT includes CONSULTANT'S Consultants.

25. *Field Order*--A written order issued by CONSULTANT, which directs minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.

26. *General Conditions*--That part of the Contract Documents, which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.

27. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with a Specific Project.

28. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Individual Project Supplement*--A document executed by CLIENT and CONSULTANT, including amendments if any, stating the scope of services, CONSULTANT'S compensation, times for performance of services and other relevant information for a Specific Project.

30. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *PCB's*--Polychlorinated biphenyls.

32. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2001 et seq.) as amended from time to time.

34. *Record Drawings*--The Drawings as issued for construction on which CONSULTANT, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which CONSULTANT considers significant based on record documents furnished by Contractor to CONSULTANT and which were annotated by Contractor to show changes made during construction.

35. *Reimbursable Expenses*--The expenses incurred directly by CONSULTANT in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which CLIENT shall pay CONSULTANT as indicated in Exhibit C or an Individual Project Supplement.

36. *Resident Project Representative*--The authorized representative, if any, of CONSULTANT assigned to assist CONSULTANT at the Site of a Specific Project during the Construction Phase. The Resident Project Representative with be CONSULTANT'S agent or employee and under CONSULTANT'S supervision. As used herein, the term Resident Project Representative includes any assistant of Resident Project Representative agreed to by CLIENT. The duties and responsibilities of the Resident Project

Representative will be as set forth in each Individual Project Supplement.

37. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to CONSULTANT to illustrate some portion of the Work.

39. *Site*--Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by CLIENT upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by CLIENT, which are designated for use of a Contractor.

40. *Specifications*--That part of the Contract Documents prepared by CONSULTANT consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

41. *Specific Project*--An undertaking of CLIENT as set forth in an Individual Project Supplement.

42. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

43. *Supplementary Conditions*--That part of the Contract documents which amends or supplements the General Conditions.

44. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement.

45. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment

into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive*--A written directive to a Contractor signed by CLIENT upon recommendation of the CONSULTANT, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment*--A written amendment of the Contract Documents signed by CLIENT and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-consulting or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

- A. Schedule of CONSULTANT'S Services
- B. Schedule of CLIENT'S Responsibilities
- C. Payments to CONSULTANT
- D. Insurance

Attachments

Attachment 1 to Exhibit A

Attachment 2 to Exhibit A

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 33 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

City of Huron

CLIENT

Name:

Title:

Date

OHM Advisors

CONSULTANT

Russ Critelli, PE, PMP

Principal

Date

Schedule of CONSULTANT'S Services

Scope of Services and Fee Schedule is included with **Attachment 2 of Exhibit A.**

Part 1 – Scope of Services for Project Supplements, as applicable.

A1.01 Study and Report Phase

A. Upon written authorization from CLIENT, CONSULTANT shall:

1. Consult with CLIENT to define and clarify CLIENT'S requirements for a Specific Project and available data.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility companies.
3. Advise CLIENT as to the necessity of CLIENT'S providing data or services of the types described in Exhibit B, which are not part of CONSULTANT'S basic services, and, if requested, assist CLIENT in obtaining such data and services.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by CONSULTANT, including but not limited to mitigating measures identified in the environmental assessment.
5. Identify and evaluate the number of alternate solutions available to CLIENT listed in the individual Project Supplement for a Specific Project, and, after consultation with CLIENT, recommend to CLIENT those solutions, which in CONSULTANT'S judgment meet CLIENT'S requirements for a Specific Project.
6. Prepare a report (the "Report/Base Plans") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

those alternate solutions available to CLIENT which CONSULTANT recommends.

7. Furnish the number of review copies of the Report/Base Plans to CLIENT within the time period set forth in the individual Project Supplement and review it with CLIENT.
 8. Revise the Report/Base Plans in response to CLIENT'S and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report/Base Plans to the CLIENT within the time period set forth in the individual Project Supplement.
- B. CONSULTANT'S services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report/Base Plans have been delivered to CLIENT.

A1.02 Preliminary Design Phase

- A. After determination by CLIENT of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by CLIENT of CONSULTANT'S Report/Base Plans, if any, from a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Preliminary Design Phase Services, CONSULTANT shall:
1. On the basis of the above acceptance, selection and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
 2. Advise CLIENT if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist CLIENT in obtaining such reports, data, information, or services.
 3. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Costs.
 4. Furnish the Preliminary Design Phase documents to and review them with CLIENT.
 5. Submit to CLIENT the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Costs within the time period set forth in the individual Project Supplement.
 6. CONSULTANT'S services under the Preliminary Design Phase will be considered complete on the

date when final copies of the Preliminary Design Phase documents have been delivered to CLIENT.

A1.03 Final Design Phase

- A. After determination by CLIENT of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by CLIENT of a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Final Design Phase Services, CONSULTANT shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final drawings indicating the scope, extent, and character of work to be performed and furnished by Contractor. Specifications and special provisions will be prepared, where appropriate, in general conformance with the [Ohio Department of Transportation Construction Materials and Specifications].
 2. Provide technical criteria, written descriptions, and design data for CLIENT'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist CLIENT in consultations with appropriate authorities.
 3. Provide CLIENT a current opinion of probable Construction Costs.
 4. Prepare and furnish Bidding Documents for review and approval by CLIENT, its legal counsel, and other advisors, as appropriate, and assist CLIENT in the preparation of other related documents.
 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to CLIENT with the time period set forth in the individual Project Supplement.
- B. CONSULTANT'S services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5. have been delivered to CLIENT.

A1.04 Bidding Phase

- A. Upon written authorization from CLIENT to provide Bidding Phase Services, CONSULTANT shall:
1. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.
- B. The Bidding Phase will be considered complete upon commencement of the construction phase or upon cessation of negotiations with prospective Contractors (except as may be required) if Exhibit E (Notice of Acceptability of Work) is a part of the individual Project Supplement.

A1.05 Construction Phase

- A. Upon written authorization from CLIENT to provide Construction Phase Services, CONSULTANT shall:
1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the site of the Specific Project to assist the CONSULTANT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the individual Project Supplement. Exhibit D "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," shall be modified for the individual Project Supplement. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of work at the site.
 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the work, which in CONSULTANT'S judgment are necessary to enable Contractor to proceed, unless Contractor staking is included in Contractor's contract.

6. Visits to Site and Observation of Construction. In connection with observations of work in progress:
 - a. Make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of the work in progress beyond the responsibilities specifically assigned to CONSULTANT in the individual Project Supplement and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the contract documents, and CONSULTANT shall keep the CLIENT informed of the progress of the work.
 - b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the site of the Specific Project, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the construction phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work will conform in general to the contract documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over the work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.
7. Defective Work. Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the contract document or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.
8. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. CONSULTANT may issue field orders authorizing minor variations from the requirements of the contract documents.
9. Change Orders and Work Change Directives. Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.
11. Inspections and Tests. Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the contract documents. CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the contract documents. CONSULTANT shall be entitled to rely on the results of such tests.

12. Disagreements between CLIENT and Contractor. Render formal written decisions on all claims of CLIENT and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. Applications for Payment. Based on CONSULTANT'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, the work has progressed to the point indicated, the quality of such is generally in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT'S responsibility to observe the work. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the contract documents). The responsibilities of CONSULTANT contained in paragraph A1.05.A.6.a. are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
- b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the contract documents. Neither CONSULTANT'S review of the work for the

purposes of recommending payments nor CONSULTANT'S recommendations of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws and regulations applicable to the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

14. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment. The extent of such CONSULTANT'S review will be limited as provided in paragraph A1.05.A.10.
- c. CONSULTANT shall transmit these documents to CLIENT.

15. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the work is substantially complete. If after considering any objectives of CLIENT, CONSULTANT considers the work substantially complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and Contractor.

16. Final Notice of Acceptability of the Work. Conduct a final payment inspection to determine if the completed work of contract is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of

Work”) that the work is acceptable (subject to the provisions of paragraph A1.05.A.14.b.) to the best of CONSULTANT’S knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

- B. Duration of Construction Phase. The construction phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the individual Project Supplement. Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts of omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the contract documents.

A1.06 Post-Construction Phase

- A. Upon written authorization from CLIENT to begin post-construction phase services, CONSULTANT shall:
 - 1. Together with CLIENT, visit the Specific Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - 2. In company with CLIENT or CLIENT’S representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the individual Project Supplement, will terminate at the end of the Correction Period.

Part 2 – Additional Services

A2.01 Additional Services Requiring CLIENT’S Authorization in Advance

- A. If authorized in writing and in advance by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These

services will be paid for by CLIENT as indicated in an individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.
3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT’S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the individual Project Supplement or are due to any other causes beyond CONSULTANT’S control.
4. Services resulting from CLIENT’S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of CLIENT’S providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for CLIENT’S use.
7. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related Consulting services needed for the transfer of interests in real property; and providing other special field surveys.
8. Providing Construction Phase services beyond the Contract Times set forth in the individual Project Supplement.

9. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
10. Preparing and furnishing to CLIENT, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.
11. Preparing to serve or serving as a CONSULTANT or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to a Specific Project.
12. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
13. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
14. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.
15. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by CLIENT prior to its Substantial Completion.
16. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

17. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an individual Project Supplement.

A2.02 Additional Services Not Requiring CLIENT'S Authorization in Advance

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.
 1. Additional or extended services during construction made necessary by (a) emergencies endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

ATTACHMENT 1

This is an individual **PROJECT SUPPLEMENT** consisting of ____ pages,
referred to in and part of the **Continuing Services Agreement** between
CLIENT and **CONSULTANT** for **Professional Services** dated
_____, 202__.

Project Supplement No. _____

In accordance with paragraph 1.01 of the Continuing Services Agreement between CONSULTANT and CLIENT for Professional Services dated _____ (“Agreement”), CONSULTANT and CLIENT agree as follows:

Specific Project Data

- A. Title:_____
- B. Description:_____

1. **Services of CONSULTANT**
- See attached proposal dated _____.
2. **CLIENT’S Responsibilities**
3. **Subconsultants:**
4. **Other Modifications to Continuing Services Agreement:**
5. **Attachments:**

6. **Documents Incorporated By Reference:**
Approval and Acceptance: Approval and acceptance of this individual Project Supplement No. _____, including the attachments listed above, shall incorporate this document as part of the Continuing Services Agreement. CONSULTANT is authorized to begin performance upon its receipt of a copy of this individual Project Supplement signed by CLIENT.

The effective date of this individual Project Supplement No. ____ is _____, 202__.

[____]
CLIENT

OHM Advisors
CONSULTANT

Name
Title

Name
Title

Date

Date

CHANGE To Attachment 1 in footer

ATTACHMENT 2

This is **THE SCOPE OF SERVICES AND FEE SCHEDULE** referred to in and part of the **Continuing Services Agreement** between **CLIENT** and **CONSULTANT** for **Professional Services** dated _____, 202__.

Outline

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Identification

The parties of the Agreement shall be referred to within this document as follows:

- “Municipality” shall refer to the City of Huron, Erie County, Ohio
- “OHM” shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

Task #1 Municipal Engineering Services

- **Overview:**
 - OHM will provide a Professional Engineer, registered in the State of Ohio, as well as an Engineering Rep. to the Municipality for the purposes of handling the City Engineer duties (per City Ordinance, Chapter 147), and also in accordance with the Scope of Services and Fee for Services listed below.
 - OHM shall perform these services as a private Consultant.
 - OHM is not a “Public Official” or “Public Employee”, nor does OHM have any supervisory control over any Municipality staff.
 - OHM is not a public official or public employee however, it acknowledges those serving the municipality are subject to various laws regulating conduct of public officials, including but not limited to, Ohio Sunshine Laws, Ohio Ethics Laws, etc. A representative of OHM will serve in the official capacity of City Engineer and the City will require that person to take an Oath of Office.
 - OHM shall report directly to the City Manager, or his/her designee.
- **Scope of Services:**
 - This includes all City Engineer duties as detailed in the Ordinance referenced above.
 - This also includes all hours, duties, services, funding applications and/or reports listed in the Table on Page 24, which are marked with an “X”, denoting that those services are included in the price listed for Task #1 on the Fee Schedule.
 - 24 hours per week (average) @ (50 weeks/year) is anticipated to provide these services.
- **Fee for Services:**
 - OHM shall invoice monthly, in accordance with the Fee Schedule, for Task #1 services.
 - Fee shall be set for each entire calendar year of the contract as noted in the Table.

Task #2 General Engineering Services (GES) (As Authorized)

- **Overview:**
 - This Task allows the Municipality flexibility in determining what services are included in Task #1 versus what services are included as optional services under Task #2.
 - As described under Task #1 those services marked with an “X” (see Table on Page 24) are included in the fee for services under Task #1 Municipal Engineering Services.
 - Task #2, General Engineering Services (GES) allows the Municipality to contract with OHM for specific additional services, upon request of the Municipality and subject to approval by Municipality, following its authorized purchasing procedures.
 - The Table on Page 24 is intended to provide a list of typical services that the Municipality may need from OHM. This is not intended to be an all-inclusive list, but rather a guide as to the type of services that OHM can provide, upon request, along with the approximate fee for that service.
- **Scope of Services:**
 - At the request of the Municipality, OHM shall provide specific Task #2 services.
 - OHM shall prepare a scope of services and fee for the specific work requested by Municipality.
 - Upon authorization by the Municipality, OHM shall perform services in accordance with the scope, schedule, and budget proposed.
- **Fee for Services:**
 - OHM shall invoice monthly for work completed on GES Tasks.
 - Fee shall be based on final authorized proposal subject to approval by the Municipality following its purchasing procedures.

Task #3 Professional Services (Public Projects)

- **Overview:**
 - This task allows the Municipality to hire OHM under a separate contract to provide Professional Services on public projects within the Municipality.
 - The Municipality shall follow its own selection process to contract with OHM for these services, or, in the alternative, may follow the QBS process to determine if OHM is the most qualified, to perform professional services for the specified contract.
- **Scope of Services:**
 - This Task covers Professional Services, such as:
 - Pre-Design Services (Survey, Environmental, Traffic, Geotechnical, Planning, etc.)
 - Reports & Studies (Flood Studies, Traffic Studies, Environmental Studies, etc.)
 - Architectural, Engineering, and Planning Design Services (Plans & Specifications)
 - Public Bidding & Award Services
 - Construction Administration, Management, Inspection & Testing (CA/CM/CI)
 - Criteria Engineer/Architect Services (per ORC 153.692)
 - GIS Services
 - Typical Architectural, Engineering, and Planning Design Projects requiring Professional Services:
 - Streets, Waterlines, Sanitary Sewers, Storm Sewers, Bridges and Culverts
 - Downtown redevelopment, trails, parks, and recreation
 - Police, fire, and administrative/municipal buildings, and facilities
 - Other publicly owned infrastructure projects
 - Professional Services Contracts shall have the following:
 - Detailed Scope of Services, Itemized Pricing, and Project Schedule
 - No work shall commence without written authorization to proceed by Municipality
- **Fee for Services:**
 - For Design Services Contracts, see attached Design Engineering & Bidding Services Fee Structure.
 - For Construction Engineering Contract, see attached Construction Engineering Services Fee Structure.
 - OHM shall invoice monthly for work completed on Professional Services Contracts.
 - If changes in the Scope of Services for a project are made necessary, a revised price proposal and schedule shall be provided to Municipality for approval, prior to proceeding with the work.

Design Engineering & Bidding Services Fee Structure

Construction Cost	Maximum Fee	Scope of Services
	PART "A"	Public Infrastructure Design & Bidding
\$0 to \$100,000	15% Max	Public Infrastructure Design, Including: <ol style="list-style-type: none"> 1) Streets, Bike Paths, Sidewalks, Parking Lots 2) Storm Sewers & Stormwater Management 3) Waterlines (Distribution & Transmission) 4) Sanitary Sewers (Collection & Interceptors) 5) Specifications, Details, Calculations, etc. 6) Utility Coordination, Permits, etc. Public Bidding, Including: <ol style="list-style-type: none"> 1) Official Engineer's Cost Estimate 2) Preparation of Contract Bid Documents 3) Pre-Bid Meetings 4) Addendums & Clarifications 5) Public Bid Opening 6) Recommend Award of Contract
\$100,000 to \$500,000	12% of \$100,000 + 10% Over \$100,000	
Over \$500,000	10% of \$500,000 + 8% Over \$500,000	
	PART "B"	Specialty Design Services
	TBD (Project Area)	Surveying (Topographic, Boundary, & R/W)
	TBD (# Parcels)	Surveying (R/W Plans, Easements, Plats)
	TBD (Study Area)	Traffic (Counts, Reports, Studies)
	TBD (Subconsultant)	Geotechnical (Reports & Boring Logs)
	TBD (Subconsultant)	Environmental (Reports, Studies, Permits)
	TBD (Subconsultant)	Property Appraisal & Acquisition
	PART "C"	Complexity Adjustment
	Deduct 3%	Pavement Resurfacing Projects Only
	Add 3%	ODOT LPA Projects
	Add 5%	Structural (Bridges, Culverts, Retaining Walls)
	Add 5%	Wastewater Treatment Plant Projects
	Add 5%	Water Treatment Plant Projects
	NOTE	**Part C adjustment applied to Part "A" Fee Only
Total Project Fee = Part "A" + Part "B" + Part "C"		

Construction Engineering Services Fee Structure

Construction Cost	Maximum Fee	Scope of Services
	PART "A"	Construction Engineering Services
\$0 to \$100,000	12% Max	Pre-Construction Services Pre-Construction Meeting Project Schedules, Shop Drawings, etc.
\$100,000 to \$500,000	10% of \$100,000 + 8% Over \$100,000	Construction Services Daily Inspection Reports, Quantities, Pay Requests, RFI's, Prevailing Wage, etc.
Over \$500,000	8% of \$500,000 + 7% Over \$500,000	Post-Construction Services Final Punch List & Release of Retainage Final Affidavits, As-Builts, Maintenance Bond
	PART "B"	Specialty Services
	TBD (Subconsultant)	Testing (Concrete, Asphalt, Soils, Pipe, Materials)
	PART "C"	Complexity Adjustment
	Deduct 3%	Pavement Resurfacing Projects Only
	Add 3%	ODOT LPA Projects
	Add 5%	Structural (Bridges, Culverts, Retaining Walls)
	Add 5%	Wastewater Treatment Plant Projects
	Add 5%	Water Treatment Plant Projects
	NOTE	**Part C adjustment applied to Part "A" Fee Only
Total Project Fee = Part "A" + Part "B" + Part "C"		

Task #4 Private Sector Development Services

- **Overview:**

- This task allows the Municipality to hire OHM to perform plan review and construction inspection on private sector development projects within Municipality.
 - For Conflict of Interest reasons, OHM shall not provide services to the private sector for developments within Municipality.
- OHM will not perform services on behalf of any private development project within the Municipality, exclusive of the professional engineering services being performed as directly authorized by the Municipality.
- OHM will utilize the Professional Review Account (PRA) Program to provide professional services representation on behalf of Municipality, for Private Sector Development Projects.
- **Professional Review Account (PRA) Program Overview:**
 - OHM shall work with the Municipality to setup the PRA Account.
 - On behalf of the Municipality OHM shall:
 - Request an initial deposit to the PRA Account by the Developer/Owner/Representative
 - Request additional deposits to the PRA Account, throughout the duration of the project, as necessitated by project costs.
 - Grant no approvals until all requested deposits are made.
 - The cost of the PRA services shall be tracked and itemized for invoicing to Municipality.
 - Municipality shall pay OHM for such services via the PRA Account deposits.
 - In the event that Deposits are not received in a timely manner, Municipality and OHM shall work cooperatively to seek deposits via other means, including direct communications regarding past due deposits, stopping work on the project, collections, etc.

- **Scope of Services:**

- On behalf of the Municipality OHM shall:
 - Review construction plans, plats, easements, surveys, etc., required for the construction of new developments, utilities, building additions, etc.
 - Provide construction phase administration services, including pre-construction meetings, shop drawing review, progress meetings, punch-list items, etc.
 - Provide construction inspection and testing services to verify that the public infrastructure is being constructed to Municipality standards.
 - Coordinate with the bonding companies and financial institutions for assurance that the construction will be properly completed.

- **Fee for Services:**

- OHM shall invoice monthly for work completed on Private Sector Development task(s).
- The deposit-based system (PRA) is set up so that the Developer/Owner/Representative pays in advance for all professional services reviews. Since all fees should be paid via the PRA Account, there should be no net cost to the Municipality.
- Fees to perform professional reviews, construction phase administration, and inspection will be charged at OHM's standard hourly rates.
- Authorization and implementation of this fee is subject to applicable city ordinances.

Fee Schedule Summary

<i>Task</i>	<i>Description</i>	<i>2021</i>	<i>2022</i>
Task #1	<i>Municipal Engineering Services</i>	<i>\$7,000 / month \$84,000 / year</i>	<i>\$7,210 / month \$86,520 / year</i>
Task #2	<i>General Engineering Services</i>	<i>Specific Contract for each Project (Separate Approval Required)</i>	
Task #3	<i>Professional Services Contracts</i>	<i>Specific Contract for each Project (Separate Approval Required)</i>	
Task #4	<i>Private Sector Developments</i>	<i>No Net Cost to Municipality (100% Developer Cost)</i>	

Executive Summary of Tasks:

Task #1: This includes the City Engineer role as outlined in City Ordinance and the scope of services outlined in this proposal.

Task #2: This includes those small tasks and small projects (under 50K) that OHM, with its intimate knowledge of the Municipality and its infrastructure, can perform more efficiently and cost effectively than others, and therefore is to the benefit of the Municipality from the standpoint of cost savings and timely response.

Task #3: This includes the ability for the Municipality to hire OHM for the purposes of Pre-design, Design, and/or Construction Engineering Services on public infrastructure projects such as Building, Parks & Recreation, Streets, Public Utilities, and other publicly owned infrastructure or publicly funded projects of any type.

Task #4: This task provides for professional plan review and construction phase services for Private Sector Developments within the Municipality.

Table for Task 1 and Task 2

Task 1 (As Noted)	Task 2 (If Auth.)	Value (Approx.)	SCOPE OF SERVICES (For Task 1 & Task 2, As Marked with an "X")
			Technical Advisor (40 Hours / Month)
X		\$4,000 Per Month	Provide technical support to the City Manager or his/her designee on all engineering-related issues involving Municipality.
			Provide a monthly report to the City Manager & Council
			Coordinate with County, Regional, State, and Federal Agencies on all engineering-related issues involving Municipality.
			Office Hours at Municipality (60 Hours/Month)
X		\$6,000 Per Month	Coordinate with Municipality's Administration and Council Members on engineering-related topics pertinent to their department, ward, residents, etc. (hours will be performed on-site or City Hall, as applicable)
			Attend Council, Committee, Planning, Zoning, BZA, and other Special meetings, at the request of Municipality.
			5-year Capital Improvement Plan (CIP)
X		\$1,000 Per Month	Maintain a 5-Year CIP for Municipality-owned Infrastructure
			<ul style="list-style-type: none"> Develop Priority Levels, Sketches, Cost Estimates, & Funding Sources Coordinate with Funding Agencies regularly to support the CIP
			Funding Applications
X		\$500 Per Month (Per App)	To support the goals of the Municipality's CIP, Apply for Grants & Low Interest loans from various County, State, Federal and Regional Agencies.
			<ul style="list-style-type: none"> Funding sources: CDBG, OPWC, ODNR, FEMA, EPA, OWDA, & ODOT This effort allows Municipality to leverage local funds 3 to 4 times. Includes Application, Research, Concept Plan, Cost Estimate, etc.
	X	\$250 Avg Per Month (Per App)	Some Funding Applications Detailed Architectural Plans, Engineering Plans, Reports, and/or Certified Cost Estimates. The costs for these supporting documents can be significant. (estimate provided – final TBD)
			Pavement Condition Ratings (PCR) (41 Miles of Streets)
	X	\$750 Per Month	Maintain Pavement Condition Ratings of all streets in Municipality.
			<ul style="list-style-type: none"> This supports Capital Improvement Planning, Funding Efforts, and planning of Annual Paving Programs. Results can be tailored to fit GIS, Asset Management Plans, and Cost Estimating programs. \$8,200 to perform all field analysis and update PCR maps.
			Annual Reports
	X	\$300 Per Month	The following annual reports are required for the Municipality:
			<ul style="list-style-type: none"> EPA MS4 Storm Water Annual Report (as required)
			EPA MS4 Stormwater Management Program
	X	\$2,000 Per Month	Assist the municipality with EPA MS4 best management practices (BMPs) to stay in compliance with the annual permit.
			<ul style="list-style-type: none"> Minimum Control Measures 1 thru 6 (as needed)
			Miscellaneous Services
	X	TBD Per Request	This allows Municipality to utilize OHM in a variety of situations:
			<ul style="list-style-type: none"> Mayor, Council, Department/Director Requests Emergency Infrastructure Issues, Flooding, Natural Disasters, etc. Specialty Design or Specialty Subconsultant hiring situations
			Private Sector Plan & Construction Review
N/A	N/A	TBD Per Request	Review plans and construction inspection for private sector developments within Municipality, in accordance with Local Ordinances.
			<ul style="list-style-type: none"> See Task #4 Private Sector Developments for details (Page 26).

Schedule of CLIENT'S Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT'S standard forms, conditions, and related documents for CONSULTANT to include in the Bidding Documents, when applicable.

B. Furnish to CONSULTANT any other available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following CONSULTANT'S assessment of initially available project information and data and upon CONSULTANT'S request, furnish or otherwise make available such additional project related information and data as is reasonably required to enable CONSULTANT to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.

6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the individual Project Supplement.

D. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified in the individual Project Supplement or of any other development that affects the scope or time of performance of CONSULTANT'S services, or any defect or nonconformance in CONSULTANT'S services or in the work of any Contractor.

E. Authorize CONSULTANT to provide Additional Services as set forth in the individual Project Supplement as required.

F. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under the individual Project Supplement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT for a Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project.

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to a Specific Project as CLIENT requires, a Contractor raises, or CONSULTANT reasonably requests.

3. Such auditing services as CLIENT requires to ascertain how or for what purpose a Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise CONSULTANT of the identity and scope of services of any independent consultant employed by CLIENT to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Advertise for proposals from bidders and pay for all costs incident thereto.

L. Attend the pre-Bid conference, Bid opening (open the proposals at the appointed time and place), pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment inspections.

M. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of Owner, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

N. Provide inspection or monitoring services by an individual or entity other than CONSULTANT (and disclose the identity of such individual or entity to CONSULTANT) as CLIENT determines necessary to verify:

1. That a Contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the Work.
2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

O. Provide CONSULTANT with the findings and reports generated by the entities providing services pursuant to paragraph B2.01.O.

Payments to CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO CONSULTANT

C4.01 Method of Payment

CLIENT shall pay CONSULTANT for services in accordance with one or more of the following methods as identified in each individual Project Supplement:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates
3. Method D: Direct Labor Costs Plus Overhead Plus a Fixed Fee

C4.02 Explanation of Methods

A. Method A - - Lump Sum:

1. CLIENT shall pay CONSULTANT a Lump Sum amount. The individual Project Supplement shall state the assumed distribution of the lump sum by phases.
2. The distribution of CONSULTANT'S compensation between phases may be altered with CLIENT'S approval, which shall not be unreasonably withheld. CONSULTANT'S total compensation shall not exceed the total lump sum amount unless approved in writing by CLIENT.
3. The Lump Sum will include compensation for CONSULTANT'S services and services of CONSULTANT'S subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for CONSULTANT'S services will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. Owner shall pay CONSULTANT an amount equal to the cumulative hours charged to the Specific Project by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class

for all services performed on the Specific Project, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. CONSULTANT'S [current] Standard Hourly Rates.

4. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation by phases shall be stated in the individual Project Supplement. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses and CONSULTANT'S charges, if any.

5. The amounts billed for CONSULTANT'S services under each individual Project Supplement will be based on the cumulative hours charged to the Specific Project during the billing period by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of the beginning of CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to CONSULTANT.

C. Method C – Direct Labor Costs Plus Overhead Plus a Fixed Fee:

1. CLIENT shall pay CONSULTANT an amount equal to CONSULTANT'S Direct Labor Costs Plus Overhead Plus a Fixed Fee for the services of CONSULTANT'S employees engaged on the Specific Project, plus Reimbursable Expenses, and subconsultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

2. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation shall be stated in the individual Project Supplement. This total estimated compensation

incorporates all labor, overhead, fixed fee, Reimbursable Expenses, and subconsultant's charges, if any.

3. The amounts billed for CONSULTANT'S services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Specific Project during the billing period, plus overhead, plus Reimbursable Expenses and subconsultant's charges, if any, plus the proportionate portion of the fixed fee.

4. The Direct Labor Costs and Overhead Multiplier applied to Direct Labor Costs will be adjusted annually (as of the beginning of CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to subconsultant.

C4.03 Reimbursable Expenses

Costs incurred by CONSULTANT in the performance of the individual Project Supplement in the following categories constitute Reimbursable Expenses:

The amounts payable to CONSULTANT for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by CONSULTANT, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of [1.15].

C4.04 Serving as a Witness

A. For services performed by CONSULTANT'S employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under paragraph A2.01.A.11, at the rate of \$[TBD] per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration or proceeding will be on the basis provided in paragraph C4.02 A, B, C, or D.

B. Compensation for CONSULTANT'S subconsultants for such services will be on the basis provided in paragraph C4.05.

C4.05 Other Provisions Concerning Payment

A. Extended Contract Times. Should the Contract Times to complete the Work be extended beyond the period stated in the individual Project Supplement, payment for CONSULTANT'S services shall be continued based on the Standard Hourly Rates Method of Payment.

B. Estimated Compensation Amounts

1. CONSULTANT'S estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement.

2. When estimated compensation amounts have been stated in an individual Project Supplement and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof. Promptly thereafter CLIENT and CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. CLIENT shall either agree to such compensation exceeding said estimated amount or CLIENT and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall give written notice thereof to CLIENT and shall be paid for all services rendered thereafter.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following.

6.05 Insurance

1. The limits of liability for the insurance required of CONSULTANT by paragraph 6.05.A of the Agreement are as follows:

a. Workers' Compensation:	\$1,000,000
b. Employer's Liability - -	
1. Each Accident:	\$1,000,000
2. Disease, Policy Limit:	\$1,000,000
3. Disease, Each Employee:	\$1,000,000
c. General Liability - -	
1. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2. General Aggregate:	\$2,000,000
d. Excess or Umbrella Liability - -	
1. Each Occurrence:	\$4,000,000
e. Automobile Liability --	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f. Professional Liability - -	
1. Each Claim	\$3,000,000
2. Per Aggregate	\$5,000,000

2. Additional Insured: CLIENT and its agents, employees, successors and assigns shall be additional named insureds on the Employer's, General, Automobile and Umbrella insurance policies.
3. At execution of this Agreement, and as periodically requested by CLIENT, CONSULTANT shall provide CLIENT evidence that said insurance is in full force and effect. Said policies shall provide that they will not be cancelled without at least thirty (30) days prior written notice to CLIENT.
4. The policies shall have such terms and provisions as are reasonably acceptable to CLIENT. The insurer shall be licensed to sell insurance in Ohio.

RESOLUTION NO. 6-2021

Introduced by Trey Hardy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMP TRANSMISSION, LLC FOR THE PROVISION OF OPERATIONS AND MAINTENANCE SERVICES RELATING TO CERTAIN 69 KILOVOLT (“kV”) FACILITIES AND ASSOCIATED EQUIPMENT LOCATED AT 1100 RYE BEACH ROAD, HURON, OHIO

WHEREAS, City Council previously authorized the sale of Huron Public Power transmission assets through Ordinance 2020 – 17; and,

WHEREAS, The City of Huron will provide operations and maintenance services related to the transmission assets on behalf of AMP-Transmission during a short-term transitional period not to exceed twelve (12) months with AMP-Transmission reimbursing any and all expenditures related to the maintenance of the facilities incurred during the time of the agreement; and,

WHEREAS, upon completion of the term of this agreement, AMP-Transmission will assume full responsibility for operating and maintaining the assets.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to enter into an agreement with AMP Transmission, LLC for the provision of short-term operations and maintenance services for 69 kilovolt (“kV”) facilities and associated equipment at the Huron Public Power substation located at 1100 Rye Beach Road, Huron, Ohio 44839, which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof, subject to the City’s legal counsel’s confirmation that insurance provisions contained in the O&M agreement are consistent with the City’s current insurance coverages.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SHORT TERM OPERATIONS AND MAINTENANCE SERVICES AGREEMENT

This Short Term Operations and Maintenance Services Agreement ("O&M Services Agreement"), dated as of _____, 2021, is entered into by and between AMP Transmission, LLC ("Owner"), an Ohio nonprofit corporation, with offices located at 1111 Schrock Road, Suite 100, Columbus, OH 43229, and the City of Huron, Ohio, an Ohio municipal corporation, with offices located at 417 Main Street, Huron, Ohio 44839 ("Municipality").

RECITALS

Owner purchased from Municipality the 69 kilovolt ("kV") facilities and associated equipment at its substation, including but not limited to two 69 kV transformers, three 69 kV breakers, a control house, and associated equipment, including steel arrangements, foundations, breakers, and major equipment including the inside of the control house, relay panels, and DC battery systems, arresters and switches and associated equipment (collectively, the "Equipment"). For clarity, the 69 kV Equipment does not include any other facilities and equipment associated with voltages less than 69 kV within the substation footprint. The Equipment is located at 1100 Rye Beach Road, Huron, Ohio 44839 (collectively, the "Facility").

Owner desires to retain Municipality on a limited and short term basis for the provision of certain operations and maintenance services at the Facility through a continuation of Municipality's existing operations and maintenance practices, and Municipality is willing to perform such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants, undertakings and conditions set forth below, the Parties agree as follows:

ARTICLE I - AGREEMENT

1.1. Relationship of the Parties. Owner is retaining Municipality as an independent contractor to provide the Services set forth in herein at the Facility in support of Owner's operation of the facility. Subject to any limitations expressly set forth in this Agreement as between the Owner and Municipality, Owner delegates to Municipality, and Municipality accepts from Owner, the responsibility of providing these Services at the Facility. Owner and Municipality agree that the scope of delegation is strictly limited to the matters set forth in the Agreement. Without limiting the generality of the foregoing, Owner retains the ultimate authority and obligation to determine whether and to what extent the Facility operates, and Municipality shall never cause the Facility to transmit power except as expressly directed to do so by Owner or any dispatching authority specified by Owner. Municipality has no obligation to upgrade or replace Facility systems except as expressly directed by Owner, nor shall it be obligated to spend funds outside the Project Account or otherwise employ its own credit to support the Facility.

1.2 Scope of Work. Municipality shall continue its relationship with Power Solutions Group, LTD. (Power Solutions) and Engineered Process Systems to perform the Services listed herein in order to operate and maintain the Facility on behalf of Owner in accordance with this Agreement.

1.2.1 Services. Services shall mean the operation and performance of routine maintenance and scheduled preventive maintenance actions on Facility systems. Services shall be performed in accordance with accepted industry standards including those established by the organizations listed below. The Services shall include developed, detailed testing procedures, and reporting documentation as a reference and for recording the results of the tests executed. Services shall also include: (1) conducting visual equipment inspections and reporting significant parameters to Owner; (2) managing any Facility outages (planned, unscheduled, forced) to minimize outage duration and impact; and, (3) assisting Owner, as reasonably requested, with the execution of Owner's duties relative to operation of the Facility, including interfacing with local authorities.

- International Electrical Testing Association (NETA)
- Institute of Electrical and Electronics Engineers (IEEE)
- North American Electric Reliability Corporation (NERC)

Any operation and maintenance activities related to NERC compliance activities will be coordinated and conducted in time intervals required by AMPT's established NERC compliance program.

1.3 Procurement.

1.3.1 General. Should Municipality need to procure goods or services not described in Section 2.1, Municipality shall first provide Owner with a specific request that identifies at a minimum the goods or services, the counterparty and the price and shall obtain Owner's approval prior to entering into a purchase order for goods or services. Municipality acknowledges that such purchase orders are for the exclusive benefit of Owner and the Facility. Municipality shall (i) negotiate with vendors from Owner-approved standard terms and conditions, including reasonable warranties in favor of Owner, and (ii) endeavor to achieve with each purchase order the best value available to the Owner in terms of price, payment, delivery, warranty, and similar terms. Municipality may make non-approved purchases without first receiving Owner approval only if, in Municipality's reasonable judgment, such purchases are required to address an Emergency. Municipality must notify Owner of any non-budgeted Emergency purchase in writing as soon as reasonably possible, but not more than five days after making the purchase.

1.3.2 Extraordinary Items. Municipality shall obtain Owner's written approval prior to procurement of any Extraordinary Item. Owner may elect to directly procure Extraordinary Items. "Extraordinary Item" means any purchase order issued by Municipality on behalf of Owner in an amount greater than Fifty Thousand Dollars

(\$50,000) or, if an annual blanket purchase order, that Municipality reasonably anticipates will exceed Fifty Thousand Dollars (\$50,000.00) during a year.

1.4 Dispatch. Municipality shall comply with any applicable dispatch instructions of the Owner (or any other Person identified by Owner in writing to Municipality as being authorized to provide dispatch instructions, including PJM). In the event Municipality receives conflicting dispatch instructions, Municipality shall follow the dispatch instructions of Owner unless Municipality determines, in its reasonable judgment, that doing so would be reasonably likely to be in violation of Applicable Law, in which case it will inform Owner of the potential violation and await further instructions from Owner.

1.5 Standards for Performance of the Services. Municipality shall ensure that the Services are performed in accordance with (i) Applicable Laws, (ii) Prudent Operation and Maintenance Practices, (iii) insurer requirements delivered to Municipality by Owner in writing, and (iii) this Agreement. Subject to the other provisions of this Agreement, Municipality will perform the Services and other obligations under this Agreement in a manner consistent with Owner's directions. The Parties acknowledge and agree that actions taken (or not taken) by Municipality pursuant to Owner's direction shall be deemed to comply with the Standards of Performance, and Municipality shall have no liability for acting or refraining to act in accordance with Owner's directions. The Parties further acknowledge that reference to the Facility Agreements is not intended to and does not make Municipality a party to the Facility Agreements or to impose any obligations on Municipality under the Facility Agreements. "Prudent Operation and Maintenance Practices" means those practices, methods and acts generally employed in the power generation industry that at the particular time in question, in the exercise of reasonable judgment in light of the facts known at the time the decision in question was being made, would have been expected to accomplish the desired result of such decision consistent with the goals established in a Budget and Plan, and the requirements of Applicable Law. With respect to Municipality, Prudent Operation and Maintenance Practices are not limited to the optimum practices, methods or acts to the exclusion of all others, but rather include a spectrum of possible practices, methods or acts commonly employed in the power generation and transmission industry, including taking reasonable actions to provide a sufficient number of Persons who are available and adequately trained to provide Services at the Facility, and timely perform preventive, routine, and non-routine maintenance and repairs, as exemplified and generally described in Appendix A, subject, in all cases, to the limitations on Municipality authority and duties as set forth in this Agreement.

1.6 No Liens or Encumbrances. Municipality shall keep and maintain the Facility free and clear of all liens and encumbrances resulting from the personal debts and obligations of Municipality or the failure by Municipality to perform the Services.

1.7 Emergency Action. In the event of (a) an emergency affecting the safety, health or protection of, or otherwise endangering, any persons, property, or the environment located at or about the Facility or (b) an unplanned complete loss of electric

transmission (collectively an "Emergency"), Municipality shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency, and shall notify Owner of such Emergency and Municipality's response as soon as practical under the circumstances. To the extent Municipality deems reasonable in response to an Emergency, Municipality may procure goods and services as necessary to respond to an Emergency, the costs of which shall be Site Costs.

1.8 Licenses and Permits. Municipality shall obtain and maintain all permits, licenses and other governmental consents, authorizations, or approvals required by Applicable Law to be maintained by Municipality or any of its employees, in its or their own name, to enable Municipality to properly perform the Services. The Owner will cooperate with Municipality in procuring those permits, licenses and other governmental consents, authorizations, or approvals. Municipality shall (1) review and keep current with the requirements of all Applicable Laws; (2) assist Owner in securing and complying with, and shall itself comply with, all of the foregoing requirements applicable to Municipality's performance of this Agreement, including without limitation, all necessary Facility permits (and renewals of those permits) attributable to the Facility or the Facility Site, storage, disposal and emissions testing and safety; and (3) shall initiate and maintain precautions and procedures necessary to comply with, and shall itself comply with, applicable provisions of all such Applicable Laws, including those related to prevention of injury to persons or damage to property.

ARTICLE II - LIMITATIONS ON AUTHORITY

2.1 General. Owner expressly reserves the exclusive authority to make, and shall make, such business and strategic decisions as it deems appropriate from time to time in reference to the operation and maintenance of the Facility.

2.2 General Limitations. Municipality has no authority to make policies or decisions with respect to the overall operation or maintenance of the Facility as a commercial enterprise. Owner shall determine all such matters. Notwithstanding any provision in this Agreement to the contrary, unless previously approved in a Budget and Plan or otherwise approved in writing by Owner, in connection with Municipality's provision of Services hereunder, Municipality is prohibited from disposing of assets, making expenditures, or taking or agreeing to take any other action that materially varies from the applicable Budget and Plan; provided, however, that in the event of an Emergency, Municipality, without approval from Owner, is authorized to take all reasonable actions to prevent or mitigate such threatened damage, injury or loss.

ARTICLE III - COMPENSATION AND PAYMENT

3.1 General. Owner shall promptly remit payment to Municipality, or fund, as applicable, the costs incurred pursuant to Work completed in the Scope of Work.

3.2 Late Payment. To the extent Owner fails to pay any amount required to be paid under this Agreement by the Due Date, the unpaid amount shall accrue simple interest each day at the Late Payment Rate from the Due Date until such amount (plus accrued interest) is paid in full.

"Due Date" means, (i) with respect to any Municipality invoice, the date that is thirty (30) days following the date on which Municipality submits the invoice to Owner and (ii) with respect to any Owner invoice, the date that is thirty (30) days following the date on which Owner submits the invoice to Municipality.

"Late Payment Rate" means a rate of interest per annum equal to the lesser of (i) two percent (2.0%) above the "prime" reference rate of interest quoted to substantial commercial borrowers on ninety (90) day loans by Wells Fargo Bank or (ii) the maximum rate of interest permitted by Applicable Law.

ARTICLE IV - TERM

4.1 Term. The initial Term of this Agreement is from and including the Effective Date of Closing referenced in the Asset Purchase Agreement to the earlier of twelve months from the Effective Date of Closing or termination. The Term may be extended by mutual agreement of the Parties.

4.2 Termination by Owner. Owner is permitted to terminate this Agreement if any of the following events occur: (i) the Federal Energy Regulatory Commission ("FERC") prohibits Owner from recovering the costs of the Facilities through the FERC-accepted AMPT rate unless and until the Facilities constitute integrated networked transmission upon completion of the second delivery point project, (ii) Bankruptcy of Municipality, (iii) default by Municipality in performance of its obligations under this Agreement that has a material effect on the functioning of the Facility and that Municipality has failed to cure or make substantial progress in the reasonable opinion of Owner towards curing within ninety (90) days of written notice of such failure; or (iv) Owner enters into a replacement Operations and Maintenance Agreement.

4.3 Termination by Municipality. Municipality is permitted to terminate this Agreement if any of the following events occur: (i) payment default by Owner (other than a disputed payment) that is not cured within ten (10) days after the Due Date for any invoice; (ii) Bankruptcy of Owner; or (iii) default by Owner of any other obligation under this Agreement that has a material effect on Municipality's ability to perform the Services and that Owner has failed to cure or make substantial progress in the reasonable opinion of Municipality towards curing within ninety (90) days of written notice of such failure.

In the event of actions or omissions by Owner that, in the reasonable opinion of Municipality, will prevent the Facility from meeting the requirements of the Facility Agreements and Permits: (i) Municipality must promptly give Owner written notice of the actions or omissions and Municipality's related opinion and (ii) Municipality may thereafter

terminate this Agreement if Owner has failed to cure or make substantial progress in the reasonable opinion of Municipality towards curing within ninety (90) days of the written notice, suspend the Services until cured, and take such other action as it deems reasonable to mitigate its risks pending cure by Owner.

ARTICLE V - INSURANCE

5.1 The insurance provisions in Appendix A shall apply throughout the Term.

ARTICLE VI - INDEMNIFICATION

6.1 Owner Indemnification. Subject to the limitations of liability in Section 8, Owner shall indemnify and hold harmless Municipality, and its officers, directors, employees, agents and representatives (collectively, the "Municipality Indemnitees"), from and against, and no Municipality Indemnitee shall have responsibility for, any and all Liabilities sustained or suffered by any Municipality Indemnitee in connection with (i) injury to or death of any person or loss of or damage to property of third parties or Owner employees, to the extent caused by Owner's or its Affiliates' negligence, willful misconduct or violation of any Applicable Law or breach of any representation, warranty or covenant in this Agreement, (ii) infringement of patent rights or copyrights by Owner or its Affiliates, or (iii) a violation of Applicable Law but only to the extent attributable to Owner or its Affiliates.

6.2.1 Owner's indemnification obligation exists regardless of whether or not the Liabilities are caused in part by a Municipality Indemnitee, but Owner is not obligated to indemnify any Person from and against the consequences of that Person's own negligence.

6.2.2 Owner's indemnification obligation will not be limited by any insurance policy provided or required in connection with the Facility.

ARTICLE VII - LIABILITIES OF THE PARTIES

7.1 Limitations of Liability. Notwithstanding any provision in this Agreement that may be susceptible to contrary interpretation, neither the Parties nor any Municipality Indemnitees shall be liable for consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill, or any special or incidental damages. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability and limitations of liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply in all circumstances, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the Party indemnified, released or whose liabilities are limited, and shall extend to the Municipality Indemnitees.

7.2 No Warranties or Guarantees. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTEES TO THE OTHER, EITHER EXPRESS OR IMPLIED, WITH RESPECT

TO THE SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES DISCLAIM AND WAIVE ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3 Exclusive Remedies. The remedies under this Agreement in respect of or in consequence of (i) any breach of contract, (ii) any negligent act or omission, (iii) death or personal injury, or (iv) loss of or damage to any property, are to the exclusion of any other remedy that either Party may have against the other under Applicable Law.

7.4 Exceptions to Limitations. Notwithstanding any provision in this Agreement that may be susceptible to contrary interpretation, the liability limitations expressed in and all other provisions of this Article VIII (i) are separate from, and are not to be construed as limiting, any insurance coverage, and (ii) will not apply to claims arising from gross negligence or willful misconduct.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1 Assignment. This Agreement is not assignable by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that this Agreement may be assigned by Owner to an Affiliate. Assignment pursuant to this Section 8.1 shall not relieve the assigning Party of any of its obligations under this Agreement that arose prior to the date of such assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

8.2 Subcontractors. Subcontracting of the Services shall not relieve Municipality of its duties, liabilities or obligations to Owner. Owner has the right, in its sole discretion, to approve the retention of any subcontractors and the terms and conditions of any subcontract.

8.3 Not for Benefit of Third Parties. Except where a contrary intention is expressly stated, this Agreement and each and every provision hereof are for the exclusive benefit of the Parties that executed this Agreement and not for the benefit of any third party.

8.4 Force Majeure.

8.4.1 Events Constituting Force Majeure. A "Force Majeure Event" is any event that (a) restricts or prevents performance under this Agreement, (b) is not reasonably within the control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, civil disturbances, sabotage, work stoppages (i.e., strikes, but not including strikes by employees of Municipality, or their respective subcontractors (if any)), accident or curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain Permits from any Governmental Authority for the Facility,

restraint by court order, and changes in Applicable Law that affect performance under this Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default in respect to any obligation if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations.

8.4.2 Notice. If a Party's ability to perform its obligations under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) Business Days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate efforts to remove the cause of the Force Majeure Event or to lessen its effect.

8.4.3 Scope. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform as quickly as reasonably possible.

8.5 Dispute Resolution.

8.5.1 Notice of Dispute. A Party asserting the existence of a dispute shall deliver a written dispute notice to the other Party, describing the nature and substance of the dispute and proposing a resolution of the dispute.

8.5.2 Negotiation. The Parties shall first attempt in good faith to resolve the dispute through negotiations between (i) the Municipality Project Supervisor and (ii) the General Manager during the ten (10) Business Days following delivery of the dispute notice, which period may be extended upon agreement of the Municipality Project Supervisor and the General Manager. If a Preliminary Settlement is not achieved at the conclusion of the initial negotiation period, the Parties shall then attempt in good faith to resolve the dispute through negotiations between Municipality's Executive and Owner's Executive.

8.5.3 Litigation. If a settlement is not achieved, either Party may bring an action in a court of competent jurisdiction as defined in the balance of this section. All litigation arising out of or related to this Agreement must be brought in the United States District Court for the Northern District of Ohio, Eastern Division ("Federal Court"). If that Federal Court does not have jurisdiction for any reason, the litigation must be brought only in the Court of Common Pleas of Lorain County, Ohio. THE OWNER AND MUNICIPALITY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER THE LITIGATION SOUNDS IN TORT, CONTRACT, OR OTHERWISE.

8.5.4 Exception for Injunctive Relief. Notwithstanding the provisions set forth above in this Section 11.5, the requirement to submit Disputes to negotiation shall not apply if, and to the extent, that there exists an imminent threat of irreparable injury to a Party and that Party seeks and obtains a temporary restraining order or preliminary injunction in an expedited court proceeding in response to such threat.

8.6 Amendments. No amendments or modifications of this Agreement are valid unless in writing and signed by duly authorized representatives of the Parties.

8.7 No Waiver. No delay, waiver or omission by Owner or Municipality to exercise any right or power arising from any breach or default by Owner or Municipality with respect to any of the terms, provisions or covenants of this Agreement shall be construed to be a waiver by Owner or Municipality of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Owner or Municipality.

8.8 Notices. Any written notice required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by facsimile, email, or first class registered or certified mail.

8.9 Governing Law. This Agreement is governed by and shall be construed in accordance with Ohio law, exclusive of the conflicts and choice of law provisions thereof.

8.10 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to Municipality's provision of Services at the Facility and supersedes all prior negotiations, undertakings, agreements and business term sheets. Neither Party will be bound by or deemed to have made any representations, warranties, commitments or undertakings, except as expressly stated in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

CITY OF HURON, OHIO

AMP TRANSMISSION, LLC

By: _____
Matt Lasko
City Manager

By: _____
Pamala M. Sullivan
President

Approved as to form:

Approved as to form:

Todd A. Schrader
Law Director

Lisa G. McAlister
General Counsel

APPENDIX A – INSURANCE

1. Municipality Insurance. Municipality shall throughout the Term maintain the insurance set forth below:

1.1 Workers' Compensation. Workers' compensation insurance covering Municipality's employees as required by Applicable Law and employer's liability insurance with (i) an each-accident limit of not less than \$1,000,000, (ii) a disease each-employee limit of not less than \$1,000,000, and (iii) a disease policy limit of not less than \$1,000,000.

1.2 Automobile Liability. Automobile bodily injury, including coverage for automobiles owned, leased, rented, borrowed, or hired by Municipality with limits of not less than \$1,000,000 per accident.

1.3 Liability Coverage. Municipality shall provide and maintain an excess liability policy with a per-occurrence and annual limit of Two Million Dollars (\$2,000,000.00) and a self-insured retention or deductible no greater than Five Hundred Thousand Dollars (\$500,000.00). Such policy shall also provide coverage in excess of the insurance described in Sections 1.1 and 1.2. The insurance required under this section may be written on a claims-made basis but not a claims-made-and-reported basis.

2. Owner Insurance. Owner shall throughout the Term maintain the insurance set forth below:

2.1 Property. Property insurance in amounts determined in Owner's sole discretion. Such property insurance shall be primary with respect to any and all claims for loss or damage to the Facility.

2.2 Workers' Compensation. Workers' compensation insurance covering Owner's employees as required by law and employer's liability insurance with (i) an each-accident limit of not less than \$1,000,000, (ii) a disease each-employee limit of not less than \$1,000,000, and (iii) a disease policy limit of not less than \$1,000,000.

2.3 Commercial General Liability. Commercial general liability insurance with limits of \$1,000,000 per occurrence/annual aggregate.

2.4 Automobile Insurance. Automobile liability insurance covering automobiles owned, leased, rented, borrowed, or hired by Owner with limits of \$1,000,000 per accident.

2.5 Additional Coverage. Umbrella or excess liability insurance in excess of the insurance described in Sections 2.2 (employer's liability), 2.3 and 2.4 will be carried with limits of \$5,000,000 per occurrence/annual aggregate.

3. Additional Insured. Owner shall make the Municipality Indemnitees additional insureds under the insurance required in Sections 2.3 and 2.5 but (i) only for claims arising in whole or in part from the negligence of the Owner and then only to the extent of that negligence, and (ii) only to the extent of the limits required in Sections 2.3. and 2.5.

Municipality shall make the Owner an additional insured with respect to the insurance required in Section 1.3, including any self-insured retention, but (i) only for claims arising in whole or in part from the negligence of the Municipality Indemnitees and then only to the extent of that negligence, and (ii) only to the extent of the limits required in Section 1.3.

4. Waiver of Subrogation. Owner shall cause the insurers providing the insurance required in Sections 2.1 and 2.3 through 2.5 to waive any rights of subrogation against the Municipality Indemnitees. To the extent permitted by Applicable Law, Owner shall cause the insurer providing the insurance required in Section 2.2 to waive any rights of subrogation against the Municipality Indemnitees.

Municipality shall cause the insurers providing the insurance required in Sections 1.2 and 1.3 to waive any rights of subrogation against the Owner. To the extent permitted by law, Municipality shall cause the insurer providing insurance required in Section 1.1 to waive any rights of subrogation against the Owner.

5. Form and Content. All insurance policies with respect to insurance maintained by either Owner or Municipality pursuant to Article VII shall:

5.1 Insurer Rating. Be placed with insurance companies that have a Best's rating of at least A-VII or with companies that are otherwise reasonably acceptable to Owner and Municipality;

5.2 Claims-Made Form. If written on a claims-made policy form, be maintained with a retroactive date that is prior to the Effective Date and for a period of at least five years following the expiration or termination of this Agreement;

5.3 Severability of Interest. State that all provisions, except the policy limits, shall operate in the same manner as if there were a separate policy covering each insured;

5.4 Non-Recourse Premiums. Grant no recourse for payment of any premium against Municipality or any additional insured for insurance required to be furnished by Owner pursuant to Section 8.1; and

5.5 Cancellation Notice. Provide that the insurer give thirty (30) days prior written notice of cancellation of such policies unless cancellation is for non-payment of premiums, in which case a minimum of (10) days notice must be provided.

6. Certificates. Each Party shall furnish the other Party with certificates evidencing that the required insurance is in effect.

7. Deductibles. Notwithstanding any limitation of liability or other provision of this Agreement that may be susceptible to contrary interpretation, each Party shall be solely responsible for the payment of all deductibles or self-insured retentions on insurance policies obtained by such Party as required under this Agreement.

RESOLUTION NO. 7-2021

Introduced by Trey Hardy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERCONNECTION AGREEMENT WITH AMP TRANSMISSION, LLC RELATING TO 69 KILOVOLT (“kV”) FACILITIES AND ASSOCIATED EQUIPMENT LOCATED AT 1100 RYE BEACH ROAD, HURON, OHIO

WHEREAS, AMPT owns and operates, inter alia, electric facilities for, and is engaged in, the transmission of electric power and energy as authorized via Ordinance 2020-17;

WHEREAS, Customer is a municipal corporation in the State of Ohio and owns and operates an electric utility system in the City of Huron, Ohio; and

WHEREAS, PJM Interconnection, L.L.C. ("PJM"), is a Regional Transmission Organization ("RTO"), offering transmission service to eligible customers, and having functional control over the AMPT Transmission Facilities upon AMPT's integration into PJM ("Transmission Provider"); and

WHEREAS, the Parties wish to establish the terms and conditions, as defined under this Interconnection Agreement ("Agreement"), that AMPT will provide to Customer in coordination with, but separate from, the transmission service that will be provided by PJM;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to enter into an interconnection agreement with AMP Transmission, LLC relating to the 69 kilovolt (“kV”) facilities and associated equipment purchased by AMP Transmission, LLC, located at the Huron Public Power substation, 1100 Rye Beach Road, Huron, Ohio 44839, which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Interconnection Agreement

between

AMP Transmission, LLC

and

Huron, Ohio

Interconnection Agreement

This Agreement is entered into this ____ of January, 2021, by and between the City of Huron, Ohio ("Customer"), and AMP Transmission, LLC ("AMPT"), being sometimes herein referred to collectively as the "Parties" or singularly as a "Party". In consideration of the mutual covenants and agreements herein, it is agreed as follows:

WITNESSETH:

WHEREAS, AMPT owns and operates, *inter alia*, electric facilities for, and is engaged in, the transmission of electric power and energy;

WHEREAS, Customer is a municipal corporation in the State of Ohio and owns and operates an electric utility system in the City of Huron, Ohio; and

WHEREAS, PJM Interconnection, L.L.C. ("PJM"), is a Regional Transmission Organization ("RTO"), offering transmission service to eligible customers, and having functional control over the AMPT Transmission Facilities upon AMPT's integration into PJM ("Transmission Provider"); and

WHEREAS, the Parties wish to establish the terms and conditions, as defined under this Interconnection Agreement ("Agreement"), that AMPT will provide to Customer in coordination with, but separate from, the transmission service that will be provided by PJM;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Applicable Tariffs

1.1 Applicability of Tariffs: During the term of this Agreement, as it may be amended from time to time, AMPT agrees to provide Interconnection Services for the Customer, and the Customer agrees to pay for such services the charges identified in Attachment 3 hereto and such other charges as shall be applicable hereunder, in accordance with this Agreement. In addition, the applicable provisions of AMPT's formula rate in the PJM Open Access Transmission Tariff ("PJM Tariff") provided in Attachment H-32 (referred to herein as the "AMPT Tariff"), and, as to certain provisions referenced herein, the PJM Tariff, as each tariff shall at any time during the term of this Agreement be on file and accepted by the Federal Energy Regulatory Commission ("Commission"), including any applicable Schedules and Attachments appended to such tariffs. AMPT shall not provide any services or make any charges hereunder that are provided or charged by PJM under the PJM Tariff.

1.2 Governance over Conflicts: The terms and conditions of interconnection shall be governed by this Agreement and the AMPT Transmission Facilities Interconnection Requirements, available at: <https://www.amppartners.org/about/amp-transmission>. ("AMPT Transmission Facilities Interconnection Requirements") as it exists at the time of

this Agreement, or as hereafter amended. In the case of any conflict between this Agreement, the AMPT Transmission Facilities Interconnection Requirements or PJM Tariff, the PJM Tariff shall control, except that the PJM Tariff shall control.

Article 2. Delivery Points

2.1 Existing Delivery Points: Unless the Parties shall subsequently otherwise agree, the existing or soon to be constructed facilities connecting the Customer's power delivery facilities to the AMPT power delivery facilities ("Delivery Points") listed in Attachment 1, and illustrated in corresponding one line diagram(s) contained in Attachment 2, shall be continued in service. The Customer and AMPT shall endeavor to operate their respective facilities in continuous synchronism through such Delivery Points as shall from time to time be established by mutual agreement between the Parties. AMPT and the Customer shall each maintain the facilities on their respective sides of such points, and future points of delivery as may be established from time to time in accordance with Good Utility Practice, in order that said facilities will operate in a reliable and satisfactory manner, and without material reduction in their intended capacity or purpose.

If the function of any such facility is impaired or the capacity of any point of delivery is reduced or such synchronous operation at any point of delivery becomes interrupted, either manually or automatically, as a result of *force majeure* or maintenance coordinated by the Parties, AMPT and the Customer shall cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously, it being understood that this or any other provision of this Agreement, notwithstanding, each Party shall retain the sole responsibility and authority for operating decisions as they relate to the integrity and security of its own system.

2.1.1 Interruption or Reduction of Service at the Delivery Points: The continuity of service at any Delivery Point provided under this Agreement may be interrupted or reduced:

- (a) by operation of automatic equipment installed for power system protection,
- (b) after consultation with the other Party, if practicable, at any time that a Party deems it desirable for installation, maintenance, inspection, repairs, or replacement of equipment,
- (c) at any time that in the judgment of the interrupting Party such action is necessary to protect personnel or the public, preserve the integrity of, or prevent or limit any instability on the interrupting Party's respective system or prevent damage to equipment.

2.2 Changes in Delivery Points and Municipal Delivery Facilities: When it becomes necessary or desirable to make changes in the Delivery Point facilities, to upgrade, retire, replace or establish a new Delivery Point, including metering or other facilities at such location, the provisions of this Section shall apply.

2.2.1 Study Requests for Changes in Delivery Facilities: The Customer shall make requests for changes in local delivery facilities, including facility upgrades, retirements and

replacements, the establishment of any new Delivery Point, in writing to AMPT delivered to:

Title: Director of Transmission Planning
Address: 1111 Schrock Road, Suite 100
Email address: amptinterconnections@amppartners.org

AMPT shall likewise respond to such requests in writing to:

Title:
Name:
Address:
Email address:

A request for a new Delivery Point or modification of an existing Delivery Point should include, at a minimum, the following information:

- a) Nature of the change such as: modifications to an existing Delivery Point, new Delivery Point, increased capacity, and retirement, etc.;
- b) Location of the Delivery Point;
- c) Voltage class of the Delivery Point;
- d) Specific transmission facility that the Delivery Point is to be connected to;
- e) Amount of load to be served by the Delivery Point for the first 5 years;
- f) Specific modifications to an existing Delivery Point, if applicable; and
- g) Desired in-service date.

2.2.2 System Impact Study: Unless otherwise mutually agreed, AMPT shall respond within five (5) business days of receipt of a completed request to confirm that the request is complete or provide a list of any additional information that AMPT would require from the Customer to proceed with a study. Within thirty (30) calendar days of confirmation of a completed request, AMPT will provide a System Impact Study Agreement. The study agreement shall commit the Customer to pay AMPT the actual cost to complete the study and to make an advance deposit equal to the estimated study cost or \$10,000, whichever is less. The Customer shall execute and deliver executed System Impact Study Agreement within thirty (30) days following its receipt and required deposit. Within sixty (60) days of receipt of the executed study agreement, study data and the required deposit, AMPT shall carry out and complete the System Impact Study, which shall (i) assess the feasibility of modifying an existing Delivery Point or establishing the new Delivery Point using power flow and short circuit analyses and any other analyses that may be appropriate, and (ii) determine and specify to Customer the details and estimated cost of facilities necessary for establishing the requested Delivery Point and any system additions/upgrades needed to address any problems identified. If AMPT is unable to complete such study in the allotted time, AMPT shall provide an explanation to the Customer regarding the cause(s) of such delay and a revised completion date. The Customer may withdraw its study request at any time by written notice of such withdrawal to AMPT.

Within twenty (20) business days after completion or withdrawal of the System Impact Study, the Customer shall reimburse AMPT for the unpaid cost of the System Impact Study if the cost of the study exceeds the deposit. AMPT shall refund the Customer, with interest, any portion of the deposit that exceeds the cost of the System Impact Study.

The results of the System Impact Study shall be valid for a period of one year. If the Customer delays for more than one year, the continuation of the process for establishment of a new Delivery Point, the customer's request shall be deemed withdrawn and a new request and potentially new System Impact Study shall be required.

2.2.3 Modifications to Study Request: During the course of a System Impact Study, either the Customer or AMPT may identify desirable changes in the planned facilities that may improve the costs and/or benefits (including reliability) of the planned facilities. To the extent the revised plan, and study schedule, are acceptable to both AMPT and the Customer, such acceptance not to be unreasonably withheld, AMPT shall proceed with any necessary restudy. Any such additional studies resulting from such modification shall be done at the Customer's cost.

2.3 Engineering, Design and Construction of New Facilities: If pursuant to a request by the Customer, AMPT agrees to provide engineering, design and construction of facilities described in the final study report, a facilities agreement ("Facilities Agreement") shall be signed by the Customer and AMPT specifying the terms and conditions. Each such Facilities Agreement will be incorporated into this Agreement as an attachment hereto. Following the signing of the Facilities Agreement, the receipt of any outstanding technical information, deposit or instrument or showing that Customer meets the financial creditworthiness requirements of the AMPT Tariff, AMPT will proceed with the engineering, design and procurement activities to construct, reconfigure, upgrade, replace or retire such local delivery or other facilities.

2.4 Connection Guide: The requirements for connection of non-generating facilities to the AMPT transmission system are contained in the AMPT Transmission Facilities Interconnection Requirements", available at: <https://www.amppartners.org/about/amp-transmission>.

Article 3. Customer's Load, Capacity and Other Obligations to the RTO

3.1 Measurement of Load At Each Delivery Point: The Customer's load, kW, kWh and kVA_r at each Delivery Point shall be measured at least on an hourly integrated basis, by suitable revenue grade metering equipment. For wholesale loads located behind the points of interconnection between AMPT and the incumbent Transmission Owner that are included in the calculations of the incumbent Transmission Owner zonal load, AMPT shall cooperate with the incumbent Transmission Owner and PJM to ensure that data is available for hourly energy assignment, peak load contributions and network service peak load values for use in calculating transmission charges and generation capacity obligations. Hourly energy obligations, peak load contribution and network service peak load values will be derived by the incumbent Transmission Owner methods referenced in the PJM Tariff.

The measurements taken and required metering equipment shall be as needed for all settlement purposes under this Agreement, the PJM Tariff and in accordance with the AMPT standards and practices as contained in the AMPT Transmission Facility Interconnection Requirements.

Customer will be permitted to remotely interrogate any Delivery Point meter for the purpose of obtaining load data and, if available, power quality data through read-only access via the AMPT Delivery Point meter modem and telephone circuit or real time Supervisory Control and Data Acquisition ("SCADA") system equipment. AMPT will cooperate with Customer on the installation of any additional communications devices with associated data circuits or other mode(s) of communications and allow for the connection of such meter communications circuit(s) to the Customer's real time SCADA system equipment, provided that such equipment connections and communications can be accomplished in a manner that does not interfere with the operation of AMPT equipment or fulfillment of any statutory or contractual obligation.

3.2 Control of Reactive Power Exchange: No Party shall be obligated to deliver or receive reactive power for the benefit of any other Party under this Agreement. The Parties will maintain voltage and load power factor requirements at the Delivery Points in accordance with the latest version of the PJM Tariff.

With respect to non-emergencies, in the event a Party fails to maintain voltage and load power factor requirements at the Delivery Points in accordance with the latest version of the PJM Tariff, the other Party will provide reasonable notice and an opportunity for the failing Party to remedy any adverse condition(s) on the notifying Party's system that are caused by the Party's failure to adhere to the provisions of this Article 3.3. Such notice shall be provided in writing, and shall provide at least 180 days for the Parties to develop a mutually agreeable plan to cure the adverse condition(s). If the Parties fail to develop a mutually agreeable plan to cure the adverse condition(s), or if the failing Party does not comply with the plan or meet the timelines included in the plan, the noticing Party may take remedial action on its system as is reasonable and consistent with Good Utility Practice under the circumstances. Such remedial actions may include the installation of facilities on the notifying Party's system, at the other Party's expense, to remedy the adverse condition(s) on the notifying Party's system. Such remedial actions shall not include the curtailment of service unless the adverse condition(s) is likely to cause physical damage to the notifying Party's generating, transmission, or distribution facilities. Incurred charges for facilities planned for or installed pursuant to the immediately preceding sentence shall be limited to the planning or installing Party's actual costs and may include actual direct and indirect labor and non-labor costs to the extent such costs are properly allocable to the planning or installation of the subject facilities.

3.3 Losses: The Customer's load shall be adjusted, for settlement purposes, to include losses as applicable. Transmission loss factors are the loss factors for Transmission Service and Network Integration Transmission Service as defined by the PJM Tariff. To the extent Customer's load at any Delivery Point is supplied from behind the meter

generation, losses shall be assessed only for the net load delivered to such Delivery Points by AMPT.

3.4 Operational Access and Control: Unless otherwise specifically agreed, AMPT shall have the sole right to enter upon, test, operate and control the facilities covered by this Agreement that are owned by AMPT. The right to test, operate and control said facilities includes but is not limited to the power to direct the opening and closing of switches for construction, operation, testing, maintenance and other relevant purposes.

All meters and test switches, whether provided by AMPT or Customer, shall be sealed and the seals shall be broken only when the meters are to be tested, adjusted or replaced. The other Party shall be provided as much advance notice as is practicable in the circumstances when the facilities of that Party are to be entered or the seals of any meter are to be broken, and such Party shall be afforded the opportunity to be present during such test, adjustment, repair, replacement.

3.5 Administrative Committee: AMPT and Customer shall each appoint a member and at least one alternate to an Administrative Committee, and so notify the other Party of such appointment(s) in writing. Such appointment(s) may be changed at any time by similar notice. Each member and alternate shall be a responsible person familiar with the day-to-day operations of their respective system. Generally, this would mean that the Administrative Committee representative(s) will be employees AMPT and the Customer, or entities represented by the Customer; however, the representative(s) may be accompanied by other experts, appropriate to the matters to be considered. The Administrative Committee shall represent AMPT and Customer in all matters arising under this Agreement and which may be delegated to it by mutual agreement of the Parties.

3.5.1 Principal Duties: The principal duties of the Administrative Committee shall be as follows:

- a) To establish operating, scheduling and control procedures as needed to meet the requirements of coordinated operation, this Agreement and any requirements of the Transmission Provider;
- b) To address issues arising out of accounting and billing procedures;
- c) To coordinate regarding the changing service requirements of the Customer and the course of action the Parties will pursue to meet such requirements;
- d) To coordinate regarding facility construction and maintenance as appropriate, and to the extent agreed by the Parties; and
- e) To perform such other duties as may be specifically identified in, or required for the proper function of this Agreement.

3.5.2 Administrative Committee Meetings: The Administrative Committee shall meet or otherwise conference, at least once each calendar year, or at the request of either Party upon reasonable notice, and each Party may place items on the meeting agenda. All proceedings of the Administrative Committee shall be conducted by its members taking into account the exercise of Good Utility Practice. If the Administrative Committee is unable to

agree on any matter coming under its jurisdiction, that matter shall be resolved as mutually agreed by Customer and Company.

3.6 Each Load Serving Entity ("LSE"), as that term is used in the PJM Tariff, is responsible for complying with all PJM requirements. Unless otherwise agreed, AMPT shall have only such responsibilities to assist Customer in meeting its obligations to PJM, as shall be required pursuant to the PJM Tariff and this Agreement. AMPT shall cooperate with PJM, any incumbent Transmission Owner and Customer (or Customer designated Scheduling Agent) to the extent necessary and appropriate to ensure that data is available to the incumbent Transmission Owner responsible for calculating the zonal load for Customer's hourly energy assignment, and peak load contributions for use in calculating transmission charges and generation capacity obligations as discussed below. AMPT will also provide Customer the information provided to the incumbent Transmission Owner annually under section 3.6

3.7 Network Service Peak Load ("NSPL") Determinations, Peak Load Contribution ("PLC"), and Hourly Energy Requirements: AMPT shall cooperate with the incumbent Transmission Owner responsible for calculating the zonal load and PJM to ensure that data is available for hourly energy assignment, peak load contributions and network service peak load values for use in calculating transmission charges and generation capacity obligations. Hourly energy obligations, peak load contribution and network service peak load values will be derived by the incumbent Transmission Owner methods referenced in the PJM Tariff.

3.8 Behind the Meter Generation: AMPT shall cooperate with PJM and entities (including, if applicable, Customer) operating generators, including storage or other facilities that inject electric energy, connected behind load metering, such that PJM will receive such generator output meter information it requires for the following two categories of generators behind the meter interconnected to AMPT, however, it shall remain the responsibility of the generation owner to provide the requisite meter information:

3.8.1 Generators that do not participate in the PJM Markets: The generating entity (including, if applicable, Customer) shall provide, each month by the 5th working day after the end of the month, a data file containing the hourly unit or plant kWh output. Alternatively, Customer may provide AMPT access to the meter to download the generator output meter data using dial-up remote interrogation.

3.8.2 Generators that participate in the PJM Markets: The generating entities (including, if applicable, Customer) shall comply with the respective Interconnection Service Agreement with PJM for telemetry and data requirements.

3.9 LMP Node/Zone Aggregator: LSEs in PJM may choose to have PJM use the zonal average load weighted LMP used as the basis for energy delivery pricing or request a specific load bus aggregate prior to the annual FTR allocation processes. It is the responsibility of the LSE to contact PJM in a timely manner if a specific load aggregation is desired. PJM may in turn request AMPT to work with the LSE to determine the appropriate configuration of the load bus aggregate. AMPT will cooperate with Customer in order to

derive an LMP load bus aggregate, using existing transmission planning case studies to determine the percent of the load at each load bus that is served by the LSE. If AMPT determines that existing studies are not sufficient and additional study development is needed to satisfy the Customer's request, the Customer may be asked to execute a study agreement and reimburse AMPT for the study-related costs. The LSE may provide such data to PJM and, based on results from PJM, the LSE will choose whether to utilize the aggregate or the zonal weighted average LMP price.

Article 4. General

4.1 Billing, Payments, and Disputes: As a convenience, and so long as PJM offers such accommodations, monthly charges for distribution services, meter and related meter reading and data processing services as specified in Attachment 3 hereto will be included in the monthly transmission service invoice issued by PJM. Customer shall pay the monthly delivery charges invoiced by PJM in accordance with the PJM Tariff and with respect to such charges customer shall be subject to PJM creditworthiness provisions. If the Customer receives Transmission Service through an agreement with a third party that contracts with PJM, the charges for Delivery Services hereunder may be invoiced to the third party subject to PJM's accommodations and applicable provision of the PJM Tariff or to the Customer, subject to applicable provision of the AMPT Tariff.

The Wholesale Distribution Service rate identified in Attachment 3 includes the costs for Customer to reimburse AMPT for its costs associated with any facility construction, operation and maintenance or, repair provided under this Agreement in accordance with the AMPT Tariff. Any disputes as to such invoices shall be resolved pursuant to the provisions of the PJM Tariff.

4.2 Indemnity: To the extent permitted by law, each Party shall indemnify and save harmless the other Party and its directors, members, trustees, officers, employees, agents, and duly elected and/or appointed officials from and against any loss, liability, cost, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property caused by or in any way attributable to the Delivery Point(s) and/or distribution facilities covered by this Agreement, except that a Party's obligation to indemnify the other Party and its directors, trustees, officers, employees, agents, and duly elected and/or appointed officials shall not apply to any liabilities arising solely from the negligence, recklessness or intentional misconduct of the other Party or its directors, trustees, officers, employees, agents, or duly elected and/or appointed officials.

4.3 Effective Date and Term of Agreement: This Agreement shall become effective and shall become a binding obligation of the Parties on the date on which the last of the following events shall have occurred (effective date):

- (a) AMPT and Customer each shall have caused this Agreement to be executed by their duly authorized representatives and each shall have furnished to the other satisfactory evidence thereof.

- (b) So long as this Agreement is between Customers, who are municipal electric utilities or electric cooperatives that receive financing under the Rural Electrification Act of 1936 or that sells less than 4 million megawatt hours of electricity per year, and AMPT, it is not subject to review of the Commission under the Federal Power Act pursuant to 16 U.S.C. § 824(f). However, if any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitations or qualifications which individually or in the aggregate are determined by AMPT or Customer to be adverse to it, then the Parties will promptly renegotiate the terms of this Agreement in light of such court action. Each Party shall use its best efforts to take or cause to be taken all action requisite to the end that this Agreement shall become effective as provided herein at the earliest practicable date.
- (c) The initial term of this Agreement shall continue for five years after the date the Agreement becomes effective. Thereafter, this Agreement shall automatically renew for successive terms of one year each unless either Party elects to terminate the Agreement by providing written notice of termination to the other Party at least ninety (90) days prior to the start of any renewal term.

4.4 Assignment: It is mutually understood and agreed that this Agreement contains the entire understanding between the Parties, that there are no oral, written, implied or other understandings or agreements with respect to the work covered hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and/or assigns. However, neither Party shall assign, transfer or sublet any of the rights hereby granted without the prior written consent of the other Party.

Article 5. Notices

5.1 Any notice given pursuant to this Agreement shall be in writing as follows:

If to AMPT: AMP Transmission, LLC
Attn: Pamala M. Sullivan, President
1111 Schrock Road, Suite 100
Columbus, OH 43229
e-mail: psullivan@amppartners.org

and

AMP Transmission, LLC
Attn: Lisa G. McAlister, General Counsel
1111 Schrock Road, Suite 100
Columbus, OH 43229
e-mail: lmcalister@amppartners.org

If to Customer: City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: City Manager
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: matt.lasko@huronohio.us

with a copy to: City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
tschrader@sseg-law.com

5.2 The above names and addresses of any Party may be changed at any time by notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers respectively, being hereunto duly authorized.

HURON, OHIO

AMP TRANSMISSION, LLC

BY: _____

By: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Municipality's Legal Counsel

By: _____
General Counsel

Attachment 1
Delivery Points

[To Come]

Attachment 2
Delivery Point One-Line Drawings
[To Come]



TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2021-2
DATE: January 26, 2021

Subject Matter/Background

Ordinance 2021-2 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown and summary.

Financial Review

See Exhibit "A" for financial review and details of supplemental appropriations and cash transfers between funds.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

The Council should consider a motion adopting Ordinance 2021-2 as presented in order to maintain budgetary compliance.

[Ordinance No. 2021-2.doc](#)
[Ordinance 2021-2.pdf](#)

ORDINANCE NO. 2021-2

Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2020-34, ADOPTED DECEMBER 8, 2020, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND FURTHER APPROVING CASH TRANSFERS BETWEEN FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2020-34, adopted December 8, 2020, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2021 for the operations of all City departments and offices; and

WHEREAS, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain Funds have been determined to have excess funds; and

WHEREAS, it is necessary to amend the budget to reflect supplemental appropriations and to also approve a cash transfer between funds to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Exhibit "A" of Ordinance No. 2020-34, adopted on the 8th day of December, 2020, is hereby amended to provide for supplemental appropriations as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2021 and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized.

SECTION 3. That, to properly balance the various funds of the City, the Finance Director shall be, and he hereby is, authorized and directed to make the cash transfer between and among those certain funds of the City, in the amounts as set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 4. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that this Ordinance shall become immediately effective to fund the operations of the City of Huron; additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately;

WHEREFORE this Ordinance shall take effect immediately upon its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

CITY OF HURON
BUDGET APPROPRIATION ADJUSTMENTS, ESTIMATED RESOURCES, AND CASH TRANSFERS
SUMMARY SHEET

DATE: 1/26/2021
ORDINANCE: 2021-2

Appropriation Measure

Reason for Appropriation Measure

The appropriation measure is a correction from the 2021 initial budget approved by Council in December. The Transfer Out (\$50,000) from the Water Fund did not match the Transfer In (\$150,000) to the Water Capital Fund. This appropriation measure is necessary to correct the error and appropriately budget \$150,000 in transfers from the Water Fund to the Water Capital Fund for 2021. You will see the quarterly transfer of \$37,500 (\$150,000/4) in the cash transfers below.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and amendments to estimated resources.

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
WATER FUND	604	Water Department	TRANSFERS OUT	\$ 100,000.00	\$ 269,856

NET IMPACT ON TOTAL APPROPRIATIONS \$ 100,000.00

Net Overall Impact to Budget \$ 100,000.00

Cash Transfer between Funds

Reason for Cash Transfer:

These are budgeted cash transfers related to various funds, as initially approved with the 2021 budget. These transfers relate to funding for various 2021 budgeted expenditures, such as capital, debt, pension, information technology costs, and employee benefit reserves. In addition, the cash balances of the old Parks and Recreation funds will be transferred to the newly created Parks and Recreation Fund (Fund 207).

CASH TRANSFER FROM:

Fund Name	Fund Number	Department/Activity	Description	Amount	Cash Balance After Transfer
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO POLICE PENSION FUND	\$ (34,271.26)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO FIRE LEVY	\$ (50,000.00)	

GENERAL FUND	110	TRANSFER OUT	TRANSFER TO CAPITAL IMPROVEMENT	\$ (50,000.00)	\$ 893,459.31
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (31,250.00)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO G.O.BOND-TAX	\$ (212,500.00)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO EMPLOYEE BENEFIT	\$ (12,500.00)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO COMPUTER FUND	\$ (3,750.00)	
PARKS AND REC FUND	207	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (5,000.00)	\$ 325,373.73
PARKS FUND	208	TRANSFER OUT	TRANSFER TO PARKS AND REC	\$ (204,651.63)	\$ -
REC FUND	209	TRANSFER OUT	TRANSFER TO PARKS AND REC	\$ (128,455.41)	\$ -
STREET MAINTENANCE FUND	212	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (50,000.00)	\$ 184,075.06
FIRE LEVY	214	TRANSFER OUT	TRANSFER TO FIRE PENSION	\$ (53,139.13)	\$ 449,373.51
FIRE LEVY	214	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (37,500.00)	
FIRE LEVY	214	TRANSFER OUT	TRANSFER TO EMPLOYEE BENEFIT	\$ (1,250.00)	
SCHOOL RESOURCE OFF.	220	TRANSFER OUT	TRANSFER TO POLICE PENSION	\$ (1,450.00)	\$ 3,055.03
WATER FUND	604	TRANSFER OUT	TRANSFER TO WATER BOND RETIREMENT	\$ (29,963.92)	\$ 2,049,686.95
WATER FUND	604	TRANSFER OUT	TRANSFER TO WATER CAPITAL PROJECTS	\$ (37,500.00)	

TOTAL TRANFERS OUT: \$ (943,181.35)

CASH TRANSFER TO:

Fund Name	Fund Number	Department/Activity	Account Description	Amount	Cash Balance After Transfer
PARKS AND REC FUND	207	TRANSFER IN	TRANSFER FROM PARKS AND REC FUNDS	\$ 333,107.04	\$ 325,373.73
FIRE LEVY	214	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 50,000.00	\$ 449,373.51
FIRE PENSION	274	TRANSFER IN	TRANSFERS FROM FIRE LEVY	\$ 53,139.13	\$ 115,369.35
POLICE PENSION	275	TRANSFER IN	TRANSFER FROM GRANT SCHOOLS	\$ 1,450.00	\$ 71,159.96
POLICE PENSION	275	TRANSFER IN	TRANSFERS FROM GENERAL FUND	\$ 34,271.26	
EMPLOYEE BENEFIT	298	TRANSFER IN	TRANSFERS FROM GENERAL FUND	\$ 12,500.00	\$ 259,038.28
EMPLOYEE BENEFIT	298	TRANSFER IN	TRANSFERS FROM FIRE LEVY	\$ 1,250.00	
G.O. DEBT	301	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 212,500.00	\$ 319,053.72
CAPITAL IMPROVEMENT	401	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 50,000.00	\$ 1,587,341.3
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 31,250.00	\$ 553,301.1
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM PARKS REC FUND	\$ 5,000.00	
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM STREET FUND	\$ 50,000.00	
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM FIRE LEVY	\$ 37,500.00	
COMPUTER FUND	701	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 3,750.00	\$ 93,544.0
WATER DEBT	602	TRANSFER IN	TRANSFERS FROM WATER FUND	\$ 29,963.92	\$ 196,452.65
WATER CAPITAL	603	TRANSFER IN	TRANSFERS FROM WATER FUND	\$ 37,500.00	\$ 924,089.69

TOTAL TRANFERS IN: \$ 943,181.35