



William Biddlecombe **Joe Dike** **Sam Artino** **Monty Tapp** **Mark Claus** **Matt Grieves** **Joel Hagy**
Councilmember Councilmember Councilmember Mayor Vice-Mayor Councilmember Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, April 25, 2023 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- 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** Minutes of the March 29, 2023 regular Council meeting.
 - III.b** Minutes of the April 11, 2023 Council work session.
 - III.c** Minutes of the April 11, 2023 regular Council meeting.
- 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. Old Business**
- VI. New Business**
 - VI.a** Resolution No. 36-2023 (*submitted by Jack Evans*)
A resolution authorizing an agreement with Lake Erie Diving, Inc. for cleaning of the raw water intake at the Huron Water Treatment Plant.
 - VI.b** Resolution No. 37-2023 (*submitted by Stuart Hamilton*)
A resolution authorizing an agreement with Niagara Power Transformer Corporation for the purchase of a new transformer relating to the Huron Public Power Expansion Project.
 - VI.c** Resolution No. 38-2023 (*submitted by Matt Lasko*)
A resolution authorizing execution of an Economic Development (TREX) Transfer Form from the Division of Liquor Control for Lemmy's Mariner Table, LLC.
 - VI.d** Ordinance No. 2023-10 (**first reading**) (*submitted by Cory Swaisgood*)
An ordinance to levy a permissive motor vehicle license tax in the amount of \$5.00 per vehicle pursuant to Ohio Revised Code Section 4504.173.
 - VI.e** Motion
Motion to appoint Robert Lippert to serve the remainder of the term of Larry Lehman as the City's representative on the Erie County Board of Health expiring on August 31, 2023, and thereafter appointing Robert Lippert to serve as the City's representative on the Erie County Board of Health for a five-year term commencing September 1, 2023.
- VII. City Manager's Discussion**

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

Executive session to confer with legal counsel regarding pending litigation.

XI. Adjournment



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 36-2023 (*submitted by Jack Evans*)
DATE: April 25, 2023

Subject Matter/Background

The primary lake intake is a 36" pipe that extends nearly a half mile into Lake Erie and has been in service since 1957. This is the only raw water intake for the water filtration plant. During an intake inspection in 2022, it was discovered that the intake was reduced from 36" to 12" in sections with sediment. The intake was last cleaned in 1995. Prior to 2021 the water filtration plant was historically shut down every night, and this sediment accumulation is thought to have happened at this time. However, since 2021 the water filtration plant runs 24/7 and the constant velocity in the pipe should prevent this from happening in the future. After the intake is cleaned this year, we would not expect another cleaning for at least 20 years.

The cost estimate for this project came in at \$276,183.00 and this was budgeted through the water capital project upgrades.

The scope of this project involves more than just cleaning the intake. There are two chemical feed lines for sodium permanganate that extend all the way to the intake crib which are critical to the water treatment process. Sodium permanganate is an oxidizer, which eliminates organics in the raw water such as algae, and also prevents the accumulation of zebra mussels on the intake crib. One of these lines can also serve as a bubbler system to combat frazil ice. The intake is also equipped with an electrical heater to reduce frazil ice and that also has an independent power line. All of these lines were installed in 1995 and have reached their useful life and should be replaced. The cleaning will involve removing all of these equipment lines and chemical lines, cleaning the intake, and replacement with all brand-new lines. The wet well will also be cleaned at this time. The wet well is the raw water chamber inside the water filtration plant that feeds the raw water pumps and receives an annual cleaning. This is a project that must be completed this year to restore the intake line to its full potential and diameter of 36".

Lake Erie Diving Inc. will be used as a sole source for this project. Owner, Pat Murphy, has been used to service our intake for decades and he has an intimate knowledge of the scope of this project. The reputation of this company is indisputable and has the trust of myself and the water department. The intake will also be inspected with a camera upon completion to prove it is indeed clear of all debris and sediment. The auger method to be used by Mr. Murphy is also preferred as it is safer and less likely to damage the intake as compared to digging out the sediment.

Financial Review

The 2023 budget includes the water intake cleaning project. The Water Capital Project Fund (Fund 603) has sufficient funds to support the cost of this project.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 36-2023 is in order.

[Resolution No. 36-2023 Lake Erie Diving Primary Intake Cleaning.docx](#)

[Resolution No. 36-2023 Exh A Lake Erie Diving Primary Intake Cleaning.pdf](#)

RESOLUTION NO. 36-2023
Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAKE ERIE DIVING, INC. FOR HURON WATER TREATMENT PLANT RAW WATER INTAKE CLEANING IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$276,183.00)

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 Lake Erie Diving, Inc. For Huron Water Treatment Plant raw water intake cleaning in an amount not to exceed Two Hundred Seventy-Six Thousand One Hundred Eighty-Three and 00/100 Dollars (\$276,183.00); a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

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: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:



LAKE ERIE DIVING, INC.

Professional Diving & ROV Services

7 April 2023

City of Huron
Water Treatment Plant
10 Waterworks Dr
Huron, OH

Attn: Mr. Jack Evans

Re: Raw Water Intake Cleaning

Mr. Evans,

Our quote to clean the 36" raw water intake pipe a distance of approximately 2,300' is as follows:

- Mob/Demob from Painesville, Ohio.
- Remove and dispose of two existing chemical feed lines.
- Remove existing water door air lines.
- Remove all sediment from approximately 2,300' of 36" raw water intake pipe.
Huron to furnish a 6" trash pump and hose. Pump to be fueled daily by the city.
Place water and mud in the adjacent shoreline rip rap as it is removed from the pipe.
- Upon completion of the cleaning the entire 36" intake pipe will be inspected with an ROV to document the pipe is clean.
- Furnish two 1 1/4" HDPE chemical feed lines and strength member.
- Band HDPE chemical feed lines and strength member every 25' with stainless steel banding.
- Install and secure at the crib the new chemical feed line.
- Install the removed air lines for the water door.
- Clean raw well upon completion of the pipe cleaning.

Liability, automobile, and workers compensation certificates will be furnished upon request.
I would like to do the project in early summer if possible.

LUMP SUM QUOTE: \$276,183.00

If you have any questions in regards to the above, please contact me on my cell at (216) 299-1396.

Respectfully,

Patrick M. Murphy
President



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 37-2023 (*submitted by Stuart Hamilton*)
DATE: April 25, 2023

Subject Matter/Background

A third transformer has been needed at the Rye Beach Substation for a couple of years now. While we have enough performance to supply our customers running on both current transformers, if one were to fail, we would not be able to fully fulfil the demand. Adding this third transformer will give us this redundancy while also adding additional availability.

On January 17th, 2023, we released an RFP for the Third Transformer. This bid closed on February 28th, 2023, and we received a single respondent who was Niagara Power Transformer. This is the company who supplied our two existing transformers. We are not expecting to take possession of this unit until early 2025.

This legislation will only cover the purchase of the actual transformer itself. There will be approximately another \$1M in installation and switching equipment to bring it online. This expense is not expected until 2025.

Financial Review

The Huron Public Power fund (Fund 654) will support the purchase and installation of the transformer over the next three years. The City expects to take out short-term notes to fund the project in 2023 and repay the debt with HPP utility revenues going forward. The majority of expenses on this project will occur in 2025. The City plans to issue long-term bonds at that time.

Account: 654-5100-55934

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 37-1012 is in order.

[Resolution No. 37-2023 Exhibit 1 Recommendation Letter.docx](#)

[Resolution No. 37-2023 HPP Transformer Purchase \(1\).docx](#)

[Resolution No. 37-2023 Exhibit A Atlas Transformer.pdf](#)

Sent: Thursday, April 20, 2023 12:30 PM

To: Stuart Hamilton <stuart.hamilton@huronohio.us>

Cc: Mike Spacek <mike@bestuseofenergy.com>

Subject: HPP Substation - Niagara Transformer bid review

Stu,

We have reviewed the bid from Niagara Transformer and it appears to have been properly submitted on the required bid form with the required bid bond. The technical proposal included with the bid appears to conform to the requirements in the specifications for the transformer and installation services.

If the City wishes to proceed with the project, we recommend that the contract to furnish the transformer be awarded to Niagara.

We would like to call to your attention that the Niagara Technical Proposal includes a price adjustment policy. The bid price will be adjusted up or down 8 weeks prior to shipment based on the change in prices of various materials from the time of bidding. The price of materials used for bidding are included in the proposal as the basis for the adjustment.

Included with the proposal is Niagara's General Terms and Conditions. The terms of payment are 10% billed when order is placed, 40% billed with submittal of approval drawings and the remainder billed with shipment of transformer.

The bid opening was on 2/28/23 and is subject to acceptance for 60 days, which is April 28, unless Niagara agrees to a longer period of time upon the request of the City.

Thanks,

Jim Dinovo

James F. Dinovo, P.E.

330-618-7150

jdinovo@dinovoassociates.com

RESOLUTION NO. 37-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NIAGARA POWER TRANSFORMER CORPORATION FOR THE PURCHASE OF A LIQUID-IMMERSED, CLASS I, POWER TRANSFORMER RELATING TO THE HURON PUBLIC POWER EXPANSION PROJECT IN AN AMOUNT NOT TO EXCEED ONE MILLION THIRTY-NINE THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 00/100 DOLLARS (\$1,039,837.00)

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 Niagara Power Transformer Corporation for the purchase of a Liquid-Immersed, Class I, Power Transformer relating to the Huron Public Power Expansion Project in an amount not to exceed One Million Thirty-Nine Thousand Eight Hundred Thirty-Seven and 00/100 Dollars (\$1,039,837.00); a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

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: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

1755 Dale Rd.
Buffalo, NY 14225 USA

Phone: (716) 896-6500
Fax: (716) 896-8871
Fed ID: 26-2618603



Quote No: 50768-1

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City Of Huron, Ohio

Huron

OH

Reference:

The **NIAGARA POWER TRANSFORMER CORPORATION, ISO 9001-2015 Certified Company, located in Buffalo, NY (USA)** is pleased to offer **CITY OF HURON, OHIO** a quotation for (1) "new" Liquid-Immersed, Class I, Power Transformer.

Line: 1 15/20/25-MVA, Liquid-Immersed, Three-Phase,
OLTC, Circular, Disk, Two-Winding, Substation.

15/20/25-MVA, Liquid-Immersed, Three-Phase,
OLTC, Circular, Disk, Two-Winding, Substation.

DESCRIPTION & SCOPE-OF-WORK: Liquid-Immersed, Class I, Power Transformer and identical to Niagara Power Transformer Corp. Serial No. 36741 & 36742:

CUSTOMER SPECIFICATIONS Prepared by ENGINEERED PROCESS SYSTEMS, 205 Sprowl Road, Huron, Ohio 44839: Project Manual For NEW SUBSTATION TRANSFORMER at HURON PUBLIC POWER, Rye Beach Road, Huron, Ohio 44839 For CITY OF HURON, 417 Main Street, Huron, Ohio 44839 FOR BIDS, Date of Issue: January 18, 2023: SECTION 261213.

INDUSTRY STANDARDS:

- C57.12.00 - IEEE Standard for Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
- C57.12.10 - Safety Requirements 230 kV and Below 833/958 Through 8333/10417 kVA, Single-Phase, and 750/862 Through 60000/80000/100000 kVA, Three-Phase Without Load Tap Changing; and 3750/4687 Through 60000/80000/100000 kVA with Load Tap Changing.
- C57.12.70 - American National Standard Terminal Markings and Connections for Distribution and Power Transformers.
- C57.12.80 - IEEE Standard Terminology for Power and Distribution Transformers.
- C57.12.90 - IEEE Standard Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers and IEEE Guide for Short-Circuit Testing of Distribution and Power Transformers.
- C57.92 - Guide for Loading Mineral-Oil-Immersed Power Transformers Up to and including 100 MVA with 65 °C or 55 °C Average Winding Rise. NEMA TR 1-1993 (R2000) - Transformers, Regulators and Reactors, Table 0-2 Audible Sound Levels.
- NEMA TR 1-1993 (R2000) - Transformers, Regulators and Reactors, Table 0-2 Audible Sound Levels.
- 10 CFR Part 431 - Department of Energy - Energy Conservation Program for Commercial Equipment: Distribution Transformers Energy Conservation Standards; Final Rule
- SSPC-SP 10/NACE No. 2 Near White Blast Cleaning.

APPLICATION: General Purpose Load.

ELECTRICAL & THERMAL CHARACTERISTICS comply SECTION 261213 PART 1.1.A.1,

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PART 2.1, 2.2, 2.3.E, :

- OPERATION: Step-Down
- COOLING CLASS: KNAN/KNAF/KNAF
- PHASES: Three-Phase
- FREQUENCY: 60-Hertz
- WINDINGS:
 - AVERAGE TEMPERATURE RISE: 65°C
 - HIGH-VOLTAGE PHASE: 69-kV 350-kV BIL Delta
 - HIGH-VOLTAGE NEUTRAL: None
 - LOW-VOLTAGE PHASE: 12.47/7.2-kV 110-kV BIL Wye
 - LOW-VOLTAGE NEUTRAL: Solidly-Grounded 110-kV BIL
 - TERTIARY: None.
- NOMINAL IMPEDANCE: 8.5%±7.5% 15-MVA 69-kV - 12.47-kV
- MAXIMUM AUDIBLE SOUND LEVEL: 70/72/73-dB(A)
- GUARANTEED LOSSES:
 - No-Load: 15-kW at 100% Voltage
 - Load: 77.5-kW
 - Auxiliary: 4.2-kW

INTERNAL CONSTRUCTION Core & Coil Assembly comply SECTION 261213 PART 2.3.A, 2.4:

- Core Form Construction Type
- MAIN:
 - Winding:
 - Copper
 - Circular
 - Continuous Disk Rectangular Magnet Wire High-Voltage Winding.
 - Continuously-Transposed-Cable (CTC) Low-Voltage Winding.
 - Continuously-Transposed-Cable (CTC) Regulating/Tap Winding.
- Core:
 - Cold-Rolled Grain-Oriented Core Steel (CRGO)
 - Circular Cross-Section at least (5) Steps
 - 45° Mitered Ends
 - Stacked Step-Lap Arrangement
- PREVENTIVE AUTO-TRANSFORMER.
- SERIES AUTO-TRANSFORMER.

COOLING SYSTEM comply SECTION 261213 PART 2.8, 2.9.A:

- DIELECTRIC FLUID: FR3™
- OIL PRESERVATION SYSTEM: Sealed Tank.
- RADIATORS:
 - LOCATION: Segments 1 & 3.
 - QUANTITY: 7
 - TYPE: Panel
 - MATERIAL: Mild Steel
 - COATING:
 - Hot-Dipped Galvanized
 - Un-Painted
 - ATTACHMENT: Bolted
- ADDITIONAL COOLING: (18) Fans

BUSHINGS comply SECTION 261213 PART 2.3.A, 2.5:

- HIGH-VOLTAGE Top Cover Segment 3: Condenser Type with Threaded Top Terminal and no Terminal Pad.
- HIGH-VOLTAGE NEUTRAL; None.
- LOW-VOLTAGE Side-Wall totally enclosed metal terminal box Segment 4: Bulk Type

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with integral Four-Hold NEMA Terminal Pad
- LOW-VOLTAGE NEUTRAL Side-Wall totally enclosed metal terminal box Segment 4:
Bulk Type with integral Four-Hold NEMA Terminal Pad
- TERTIARY: None.

OTHER BUSHINGS comply SECTION 261213 PART 2.5.C, D:
- Core Ground Top Cover: Main, Preventive, Series.
- Current Transformer Top Cover & Side Wall.
- Sweep Frequency Response Analysis (SFRA): None.

SURGE ARRESTERS comply SECTION 261213 OART 2.6:
- High-Voltage: 60-kV/48-kV MCOV
- Low-Voltage: None.
- Tertiary: None.

CURRENT TRANSFORMERS comply SECTION 261213 PART 2.7:
- Minimum Thermal Rating Factor: 2.0:
- INTERNAL:
- HIGH-VOLTAGE: Total Quantity: 9; Type: Multi-Ratio; Ratio: 600:5; Accuracy: C400
- HIGH-VOLTAGE NEUTRAL: None.
- LOW-VOLTAGE: Quantity: 6; Type: Multi-Ratio; Ratio: 1200:5; Accuracy: C400
- LOW-VOLTAGE NEUTRAL: Quantity: 1; Type: Multi-Ratio; Ratio: 600:5; Accuracy:
C400
- TERTIARY: None.
- OTHER:
- Winding (Hot Spot) Temperature: Total Quantity: 1; Type: Single-Ratio; Ratio:
1300:5; Accuracy: C50
- Line Drop Compensation: Total Quantity: 1; Type: Single-Ratio; Ratio: 1300:5;
Accuracy: C50
- EXTERNAL:
- HIGH-VOLTAGE: None
- HIGH-VOLTAGE NEUTRAL: None
- LOW-VOLTAGE: None
- LOW-VOLTAGE NEUTRAL: None
- TERTIARY: None.
- OTHER: None

SWITCHES:
- AUTOMATIC ON-LOAD (OLTC) TAP-CHANGER comply SECTION 261213 PART 2.10,
2.10
- located in ANSI Segment 2.
- LOCATION: Low-Voltage
- MANUFACTURER: MR Reinhausen
- MODEL: RMV-II-1500-15
- TANK MATERIAL: Mild Steel
- TYPE: Vacuum
- Full KVA capacity tap range, above and below normal
- From 110% to 90% of voltage available from transformer secondary (low voltage
windings) with the tap changer in the neutral position.
- (32) total steps of 5/8% voltage change per step.
- Minimum 500,000 operations between contact replacement intervals
- CONTROLLER from Beckwith Electric Co:
- Digital Tap-Changer Control; Model: M-2001D-6L4S20F0CQ00.
- Adapter Panel; Model: M-2270B
- BACKUP CONTROLLER: None.
- PARALLELING: None.

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- REMOTE INDICATION: None.
- ACCESSORIES:
 - Dial Type Liquid Temperature (Top Oil) with Alarm Contacts
 - Magnetic Liquid Level Indicator with Alarm Contacts
 - Mechanical Pressure Relief Device.
- VALVES:
 - Drain valve with sampling device.
 - Filling plug located at the top of compartment
- DIELECTRIC FLUID: FR3™
- OTHER FEATURES:
 - Tank Rated Full Vacuum.
 - Automatic Inert Gas Pressure Oil Preservation System (NOTE: Required by LTC Manufacturer MR Reinhausen whenever FR3™ is used in their LTC)
 - Low-Temperature Lockout including Internal Tank Heaters (NOTE: Required by LTC Manufacturer MR Reinhausen whenever FR3™ is used in their LTC)
- DE-ENERGIZED NO-LOAD TAP-CHANGER:
 - High-Voltage Winding
 - Taps at (2) 2-1/2% full capacity above normal and (2) 2-1/2% full capacity below normal voltage.
 - Operation only with transformer de-energized
 - Externally operated manual tap changer handle capable of being padlocked in any tap position

ACCESSORIES comply SECTION 261213 PART 2.9.A, 2.12.3-9:

- Dial Type Liquid Temperature Indicator (Top Oil) Gauge with Alarm Contacts
- Magnetic Liquid Level Indicator with Alarm Contacts
- Winding Temperature (Hot Spot) Indicator Simulated using Current Transformer with Alarm Contacts
- Sudden Pressure Relay
- Mechanical Pressure Relief Device with Alarm Contacts
- Pressure/Vacuum Gauge with alarm contacts
- Pressure Vacuum Bleeder Device
- Loss of AC and DC Voltage Alarm Relays

CONTROL CABINET comply SECTION 261213 PART 2.3.C:

- located 1Segment 1:
- NEMA 3R
- Door latch operated from single handle suitable for padlocking
- Thermostatically-Controlled Strip Heater.
- Removable Bottom Plate.

MAIN TANK comply SECTION 261213 PART 2.3.B, 2.3.D, 2.12.10:

- High-Voltage Surge Arrester Brackets
- Stainless Steel External Hardware.

VALVES comply SECTION 261213 PART 2.12.A.1, 2:

- Combination drain and filter valve and sampling device.
- Filling plug and filter press connection.

GROUNDING/GROUNDING comply SECTION 261213 PART 2.12.11: Stainless Steel or Copper Faced.

NAMEPLATES comply SECTION 261213 PART 2.12.12

SPARE PARTS: None.

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SPECIAL TOOLS comply SECTION 261213 PART 2.12.13: None Required.

PAINT/PAINTING SYSTEM comply SECTION 261213 PART 2.3.D:

- Surface Preparation: Commercial Blast Clean
- Manufacturer: PPG Industries/PPG Protective & Marine Coatings
- Color: ANSI 70 (Light Gray)
- Primer: Amercoat 68HS Zinc Rich Epoxy
- Top Coat: Amercoat PSX 700 Engineered Siloxane Coating
- Minimum Dry Film Thickness (DFT): 3-Mils

LOW-VOLTAGE WIRING comply SECTION 231213 PART 2.3.C: External wiring in Rigid Metal Conduit & Liquid-Tight Flexible Metal Conduit.

FACTORY TESTS/TESTING comply SECTION 261213 PART 2.13:

- ROUTINE Class I Power Transformer.
- DESIGN: None.
- OTHER: DGA

ENVIRONMENTAL CONDITIONS comply SECTION 261213 PART 2.1.A:

- LOCATION: Outdoor
- AMBIENT OPERATING TEMPERATURES:
 - Minimum: -20°C
 - Average: +30°C over (24) hours
 - Maximum: +40°C
- ELEVATION: below 3,300-feet above mean sea level.
- SEISMIC ZONE: 0
- ENVIRONMENT: Clean.
- ELECTRICAL CLASSIFICATION: Non-Classified.

SHIPPING METHOD: Truck with Open Trailer and impact recorder installed on main tank.

SHIPPING CONFIGURATION:

- Item No. 1: Main Tank filled with Dry Air & Low-Voltage Bushings installed.
 - Weight (actual) Item No. 1: 103,988-lbs
 - Dimensions (actual) Item No. 1: 225-1/4-inches x 117-inches x 136-15/16-inches (height)
- Item No. 2: (7) Radiators/(18) Fans.
- Item No. 3: (3) High-Voltage Bushings.
- Item No. 4: (3) High-Voltage Surge Arresters.
- Item No. 5: (450) Gallons of Envirottemp FR3 Dielectric Fluid delivered in Totes.

SIZE (actual) Completely-Assembled:

- DIMENSIONS: 225-1/4-inches x 205-1/2-inches x 165-3/16-inches (height)
- Foot-Print BASE: 156-inches x 69-inches

WEIGHTS (actual):

- Core & Coill Assembly
 - Main: 39,513-lbs
 - Preventive Auto: 1,665-lbs
 - Series: 4,322-lbs
- Tank & Fittings: 24,559lbs
- Radiators: 12,941-lbs
- FR3:
 - Main: 32,853-lbs (4,267-lbs)
 - Radiators: 3,471-lbs (450-gallons)
 - OLTC: 2,064-lbs (268-gallons)

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- Total: 121,388-lbs (4,985-gallons)

ADDITIONAL SCOPE-OF-WORK comply SECTION 261213 PART 1.1.A.3, 4; :

- Unloading transformer onto foundation. (NOTE: Assumes easy access by Truck, Trailer & Overhead Crane so that unloading can be accomplished with single pick using the Overhead Crane)
- Field assembling and placing transformers in service

EXCEPTIONS/CLARIFICATIONS: SECTION 261213 PART 2.1.B: Cooling Class shall be KNAN/KNAF/KNAF.

SHIPMENT/DELIVERY SCHEDULE to Huron Public Power Substation, 1156 Rye Beach Road, Huron, Ohio 44839 (USA):

- DRAWINGS: (18) Weeks after receipt of Purchase Order.
- APPROVAL of DRAWINGS by City of Huron, OH & ENGINEERED PROCESS SYSTEMS: Unknown.
- DESIGN REVIEW/MEETING (optional): None. (NOE: A Design Review/Meeting may add at least (4) Weeks to Drawing & Shipmen/Delivery Schedules)
- CORE & COIL INSPECTION (optional): Unknown.
- WITNESS TANKING (optional): Unknown.
- WITNESS TESTING (optional): Unknown.
- TRANSFORMERS: (94) Weeks after Drawings are approved.

Quantity	U/M	Unit Price	Total Price
1.00	EA	\$1,039,837.00	\$1,039,837.00

Payment Terms: Net 30 Days

Prices Quoted in US Funds

Niagara Salesperson: MANGUM
Sales Rep: Utility and Industrial Products, Inc.

NOTES:

Prices are Valid Until Thursday, March 30, 2023

FOB: DESTINATION

Freight Terms: Allowed

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OPTIONS: None.

MANUFACTURER: The Niagara Power Transformer Corporation located in Buffalo, NY (USA).

BIDDER QUALIFICATION STATEMENT: The NIAGARA POWER TRANSFORMER CORP. designed and manufactured the Transformers described in SECTION 261213 PART 2.14.A.

STANDARD WARRANTY: (5) Years/(60) Months after being Energized, or (5½) Years/(66) Months, after being shipped, whichever occurs first.

STORAGE:

- Terms:

- If Shipment/Delivery is not accepted within ten (10) Working Days of the Factory-Completion-Date, the following Storage Policy & Rates shall apply.

- Invoiced Monthly.

- Rates: US\$2,500.00 per transformer per week or part thereof

WARRANTY comply SECTION 260010 PART 1.7: (5) years after being energized or (5 ½) years after being shipped, whichever occurs first.

LIQUIDATED DAMAGES comply AGREEMENT ARTICLE 5.04:

- Delivery Delay: US\$1,000.00 per day.

- Starts (14) Days after time specified in Paragraph 5.02.B for delivery of acceptable Goods

PRICE ADJUSTMENT POLICY:

- Price will be adjusted (8) Weeks prior to Shipment.

- Price can Increase or Decrease.

- Product: FR3

- Percentage of Price: 7.2%

- Index: Actual Price

- Value: US\$11.49/lb dated 2/27/2023

- Product: Grain Oriented Core Steel Grade M4

- Percentage of Price: 13.2%

- Index: Actual Price

- Value: US\$3.24/lb dated 2/27/2023

- Product: Continuously-Transposed-Cable (CTC) for Low-Voltage &

1755 Dale Rd.
Buffalo, NY 14225 USA

Phone: (716) 896-6500
Fax: (716) 896-8871
Fed ID: 26-2618603



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Regulating/Tap Windings

- Percentage of Price: 4.3%
- Index: Actual Price
- Value: US\$8.40/lb dated 2/27/2023

- Product: Copper Wire & Cable: Rectangular Magnet Wire for High-Voltage Winding
- Percentage of Price: 5.9%
- Index: PPI Series WPU10260314
- Value: 391.008 dated 2/16/2023

- Product: Mild Steel (Hot Rolled)
- Percentage of Price: 2.5%
- Index: PPI Series WPU10170301
- Value: 269.192 dated 3/15/2022

- Product: Accessories
- Percentage of Price: 30%
- Index: PPI Series PCU3353113353111
- Value: 338.914 dated 2/16/2023

- Product: Freight
- Percentage of Price: 3.1%
- Index: Actual Price
- Value: 25,000.00, dated 2/27/2023

ENCLOSURES:

- The Niagara Transformer Corporation General Terms and Conditions of Sale (Products), latest revision, except Warranty shall comply SECTION 260010 PART 1.7.
- Transformer Outline Drawing No. DXL36741-1, DATE: 5/18/18, Revision 3.
- BID BOND.
- BID FORM.

Respectfully submitted,

Willie L. Mangum

Utility Sales Manager

Phone: (716) 896-6500, Ext. 117

Fax: (716) 896-8871

Email: wmangum@nptransformer.com

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NIAGARA POWER TRANSFORMER CORP
General Terms and Conditions of Sale (PRODUCTS)

Validity: Quotations to customers ("Customers" or individually, a "Customer") for the sale of equipment and/or parts (collectively, "Products") are valid for thirty (30) calendar days from the date the quotation (the "Quotation") is issued, unless expressly revised in writing by Niagara Transformer Corporation ("the Corporation"). Selling prices are firm as long as shipment is permitted within the mutually agreed upon shipping schedule. Due to commodity price and lead time volatility, Customer must approve, return, and release order to manufacturing within fifteen (15) days from date of drawing receipt or the order may be subject to cancellation by the Corporation or modification, at the Corporation's option, to add a material surcharge to the quoted selling price in the event of raw material cost increases and/or to extend the delivery date beyond the date quoted.

Terms of payment: Unless otherwise agreed, for customers with approved credit, orders up to \$50,000 USD payment in full shall be due in cash within thirty (30) days from the date of shipment. For orders over \$50,000 USD, 10% of order value is billed with the submission of our order acknowledgement and 40% of order value is billed with the submittal of approval drawings; these progress payments due upon receipt. The balance of the order is billed at time of shipment with payment due net 30 days from invoice date. The Corporation reserves the right, at its sole discretion, to suspend shipments and change the terms of payment at any time if doubt should arise as to the financial condition or the responsibility of the Customer. The Corporation may in its sole discretion refuse to ship in the event there are any amounts owing to the Corporation that are past due or in excess of the Corporation's approved credit terms for the Customer. All prices are in U.S. Funds unless otherwise agreed in writing by the Corporation. All terms in a Quotation are subject to credit approval by the Corporation.

Security Interest: To secure payment of the purchase price of the Products, Customer hereby grants to the Corporation a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Products to the extent title to the Products has transferred to Customer, wherever located, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code (the "UCC"). Customer authorizes the Corporation to file, and shall provide the Corporation reasonable assistance in the filing of, UCC financing statements, continuation statements and such other documents as the Corporation deems desirable or necessary to perfect, maintain and protect the security interest granted herein. The Corporation shall have all the rights of a secured party under the UCC in the event of a default, in addition to all other remedies that may be available at law, at equity or otherwise. All rights and remedies provided hereunder are cumulative and non-exclusive, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute or otherwise.

Delivery: All prices are F.O.B. point of shipment, transportation prepaid and allowed or prepaid and separately billed to Customer's account as specified. For freight separately billed to Customer's account, a 10% administrative fee will apply. Title to pass to Customer at point of shipment unless otherwise agreed. Method of shipment, point of origin and routing will be determined by the Corporation to minimize transportation expense. If Customer specifies any different method of routing of shipment, Customer will pay any additional expense. No allowance or reduction in invoice price will be made in lieu of transportation expense if Customer accepts delivery at factory or warehouses. CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE AT THE POINT OF SHIPMENT. For deliveries F.O.B. the Corporation's premises, Customer and/or Customer's agent in charge of shipping agrees to follow all of the Company's instructions and procedures concerning loading and securing of the Products for shipment. For deliveries F.O.B. the Corporation's premises, CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE TO THIRD PARTIES DURING SHIPMENT. THE CORPORATION EXPRESSLY DISCLAIMS ANY LIABILITY FOR CUSTOMER'S FAILURE TO PROVIDE ADEQUATE SHIPPING AND/OR LOADING OR SECURING VEHICLES, EQUIPMENT, OR MATERIALS. For deliveries F.O.B. the Corporation's premises, if Customer fails to pick up the Products by the date agreed to by Customer and the Corporation, the Corporation reserves the right to charge Customer for any costs actually incurred by the Corporation in connection with Customer's failure to pick up the Products, plus a reasonable fee for each day after such date until Customer picks up the Products.

Unless otherwise agreed, Customer shall be deemed to have accepted the Products unless it provides to the Corporation written notice of nonconformity, detailing such nonconformity, within thirty (30) days of delivery. Such notification shall include a description from which the Corporation can reasonably determine the nature of such nonconformity. If Customer timely notifies the Corporation of nonconformity, the Corporation shall have full discretion to determine the method of correcting such nonconformity. If required by the Corporation, Customer shall ship, at its expense and risk of loss, the Products to the Corporation's facility. Except as provided below in the section entitled "Warranty," the remedies set forth in this paragraph shall be Customer's exclusive remedies for the delivery of nonconforming Products.

The Corporation shall not be liable for delay in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts of the Customer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, truck shortages and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities. In event of any such delays, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Order fulfillment may be assigned to a third party's facility.

Acceptance of orders: All orders may only be accepted by the Corporation at its headquarters, located in Buffalo, New York. Should the Customer's order include terms, conditions, or changes or additions to specifications either written or oral, not included in the Corporation's Quotation, such additional terms, conditions or changes or additions shall be deemed merely offers and shall not be binding on the Corporation unless accepted in writing. The Corporation's acceptance or acknowledgement of the order described in its original Quotation, shall not be deemed an acceptance of such additional terms or a waiver of the Corporation's right to reject or make additional charges for same.

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Taxes: Prices do not include sales, use, excise, GST, PST or similar taxes. Import duties and brokerage fees are also not included. All such taxes are for the account of and shall be paid by the Customer and will be added to the prices where applicable.

Warranty: The Corporation warrants its Products, including original parts, against any defects in workmanship and material for a period of twelve (12) months from the date of energization or eighteen (18) months from the date of shipment, whichever comes first (the "Warranty Period"), but only if the Products are not overloaded, exposed to greater than specified harmonics, or exposed to voltage transients generated by high speed switching devices, such as, but not limited to, SF6 and or vacuum breakers or other abnormal service or system conditions. Notwithstanding the foregoing, this warranty shall not apply in the event the Products are not properly protected with lightning arrestors approved by the Corporation connected to provide lightning protection coordinated with the transformer tank and shall not apply to the extent the Customer has failed to perform maintenance in accordance with the Corporation's recommended procedures or has altered or installed parts not manufactured by the Corporation without the Corporation's prior consent. All warranty claims must be made within ten (10) days of discovery by Customer. If Customer makes a claim under this warranty within the Warranty Period and it is subsequently determined by the Corporation upon inspection in the Corporation's factory that the Product is defective, the Product will either be replaced or repaired at the Corporation's sole option. This is Customer's sole remedy for defective Products. All defective Products must be returned by Customer to the Corporation's factory in Buffalo, New York, freight prepaid. Full conformance to the Corporation's installation, operation, and maintenance manual is required to validate warranty. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THIS EXPRESS WARRANTY.

Limitation of Liability: The Corporation will not be liable for damages to Products, other property or persons due to improper installation or use of the Products or their parts. NOTWITHSTANDING ANYTHING CONTAINED IN ANY ORDER OR ANY OTHER DOCUMENT SUBMITTED BY THE CUSTOMER OR ANY THIRD PARTY, TO THE CONTRARY, THE CORPORATION WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY AND CUSTOMER HEREBY WAIVES ALL CLAIMS FOR ANY SPECIAL, CONTINGENT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS EVEN IF THE CORPORATION HAS PRIOR NOTICE OF SUCH DAMAGES. The Corporation's liability with respect to a claim for any damages arising out of or connected with the manufacture, sale, purchase, non-delivery, operation, use or performance of any Product sold by the Corporation will in no event exceed the price paid for such Product. No provision in any order or any other document submitted by the Customer or any third party subjecting the Corporation to liquidated damages or retainage or offset, shall be binding on the Corporation, unless expressly agreed to in writing by the Corporation.

Indemnification: If the Corporation is made a party to any proceeding, action, or arbitration, on the basis of breach of warranty, breach of contract, negligence, strict liability, or tort, by Customer or any persons deriving title from Customer, or any third party including any third party injured as a result of Customer's shipment of Product delivered F.O.B. the Corporation's premises, then Customer will indemnify, defend and hold the Corporation harmless from all damages, costs, and expenses in connection with such proceeding, action or arbitration, including without limitation, the Corporation's reasonable attorneys' fees, unless it shall be determined that such claim resulted solely from the Corporation's negligence or willful misconduct.

Backcharges: Backcharges or claims for setoff are not permitted without written authorization from the Corporation.

Cancellation: The Customer, only upon payment of the following charges, may cancel an accepted order or contract:

- 10% of the selling price if order is cancelled after the purchase order is received but before conversion;
- 20% of the selling price if order is cancelled after the order is converted but before design is complete; or
- 30% of the selling price if order is cancelled after the Product design is complete but before release of order to manufacturing; and
- 100% of selling price if order is cancelled at any time after release of the order to manufacturing.

Governing Law and Forum and Severability: All accepted orders shall be governed by and construed in accordance with the laws of State of New York including the Uniform Commercial Code as amended from time to time, without regard to principles of conflicts of laws (other than Section 5-1401 of the New York General Obligations Law) and Customer hereby agrees that all actions arising out of this transaction shall be brought only in the courts of the State of New York and hereby consents to the jurisdiction of the courts of the State of New York and venue in Erie County, New York. If any provision of these terms or conditions of sale or portion thereof, shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of these terms of sale or the remaining portions thereof and the effect thereof shall be confined to the provision as to which such adjudication is made.

Collection Costs and Finance Charge: In the event any amounts owing to the Corporation under this order are referred to an attorney for collection, Customer agrees to pay the reasonable attorneys' fees and expenses incurred by the Corporation. All past due accounts shall be subject to a service charge of the lesser of 1.5% per month (or 18% per annum) or the maximum amount permitted by law.

Witness Test and Final Inspection Charge: If the customer elects to witness test or perform a final inspection there will be a \$1,500.00 per person per day charge.

Terms and Conditions 1/20/2020



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 38-2023 (*submitted by Matt Lasko*)
DATE: April 25, 2023

Subject Matter/Background

The owner of Lemmy's Mariner Table, LLC, at 2027 Cleveland Rd. W., Huron, OH, is requesting the City of Huron approval of a transfer of a D-5 liquor permit to this site. Lemmy's is currently operating as a restaurant. A D-5 Permit will allow spiritous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am.

Because D-5 Permits are regulated by the State of Ohio by a population quota, and the area within the City of Huron has no more quota permits available, Lemmy's is seeking to use the State's TREX, Economic Development Transfer process to obtain the D-5 liquor permit.

A TREX liquor permit is exempt from the population quota. A TREX permit is transferred into one community from another community for a specific site, and cannot be re-sold to another Huron location.

Financial Review

The City's General Fund will benefit from future liquor/alcohol tax if the permit is accepted.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 38-2023 is in order.

[Resolution No. 38-2023 Lemmy's TREX Transfer \(2\).docx](#)

[Resolution No. 38-2023 Exhibit A Lemmy's TREX Application.pdf](#)

RESOLUTION NO. 38-2023
Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT (TRES) TRANSFER FORM FROM THE DIVISION OF LIQUOR CONTROL FOR LEMMY'S MARINER TABLE, LLC

WHEREAS, Lemmy's Mariner Table, LLC ("Applicant") has requested that the City of Huron accept the transfer of a D-5 liquore permit through the Division of Liquor Control Economic Development Program (TRES); and

WHEREAS, the Applicant filed an application certifying that the project will be an economic development project for the City of Huron; and

WHEREAS, Council finds that based on a review and analysis by City staff, the Applicant has plans for the project, and that the costs of the investment, number of jobs created and projected tax revenues to the City are realistic and accurate estimates of the Applicant's plans for this economic development project.

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

SECTION 1: That the City Manager is hereby authorized to execute an Economic Development (TRES) Transfer Form from the Ohio Department of Commerce – Division of Liquor Control for Lemmy's Mariner Table, LLC, a copy of which is attached here to and incorporated herein 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 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: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:



**Department
of Commerce**

Division of Liquor Control

Division Use Only	
Check #: _____	Permit # _____
# of Checks: _____	
Check Amt: _____	

ECONOMIC DEVELOPMENT TRANSFER FORM (Trex)

Ohio Revised Code 4303.29(B)(2)(b)

READ BEFORE YOU START THIS APPLICATION

Certain permits in Ohio are subject to a quota based upon a formula that factors in the total population of the city, village, or township where the permit will be issued and a ratio, specific to particular permit classes, as set forth in Ohio law (Learn more in our [Quota Resource Guide](#)). When transferring a specific quota permit (i.e., D-1, D-2, etc.) that will move locations to a NEW city, village, or township from where it is currently issued, there must be available spots in that new quota before the Division can process the transfer. If, for a particular quota permit class, there are **NO** spots available in the new quota, then the applicant has a few choices as discussed in our [Trex Resource Guide](#). This form covers the specific permit classes that can be Trex'd under the Ohio law provision noted at the top of this application. A few things to understand before proceeding with the Trex option are that:

- The Division can **ONLY** process the Trex transfer application if the city, village, or township where the permit will transfer to **APPROVES** the transfer as an economic development project. The city, village, or township can document its approval by signing our form below in Section E.
- **ONLY** after we receive this completed form with the transfer application will the Division Superintendent review it for processing.
- The city, village, or township, despite approving the Trex transfer can still object to the issuance of your permit at the applied for location and the applicant must still be WET (Review our [Local Option Election Guide](#) for more information) for the requested sales at that address and meet all other rules and regulations before the permit(s) can be issued at that new location.

For this form to be deemed complete, you must fully and legibly complete this application, including:

- Answering all required questions ("*" indicates a required field);
- Submitting this application with your Transfer Application; **and**
- Securing signatures from the appropriate local government officials listed below.

SECTION A – Issued Permit Holder Information (i.e. Seller)

* This section **MUST** be completed.

* Issued Permit Holder's Business Name as on File with the Division:

Gregory L Hill

* Issued Permit Holder #:

3842056

SECTION B – New Business Owner's Information (i.e., Buyer) ☐ N/A-Seller **REMAINS** the owner and is **ONLY** moving locations.

* **ONLY** fill out this section if the **ownership and location** is changing.

* Business Entity or Sole Proprietor Name ("Applicant") (**MUST** match name listed on transfer application):

Lemmy's Mariner Table, LLC

Section C – New Permit Premises Address Information

* This section **MUST** be completed.

* New Permit Premises Address:

2027 Cleveland Rd. W

* New Township (if outside city limits):

* New City:

Huron

* New County:

Erie

SECTION D – Transferred Permits subject to TREX

* This section identifies the permit classes that are being transferred into a **NEW** city, village, or township, consistent with the Transfer Application, that **REQUIRE** TREX sign-off from the local government official that signed below.

* Select the Permit Type(s) being transferred that need to be TREX'd:

☐ C-1 ☐ C-2 ☐ D-1 ☐ D-2 ☐ D-3 ☒ D-5

* Note – there may be other permit types, like a C-2X, D-3A, or D-6, that are also part of your transfer that are not listed above. Your complete transfer listing needs to be identified on your transfer application (DLC 4120) that you must send with this signed TREX form.

Remember this form is **ONLY** for those permit classes that are subject to the quota and would require TREX sign-off because there are no permits available for the given class in the NEW locality when the transfer is filed. For example, you can be transferring a D-1, D-2, D-3 permit from City A to City B. In City B, there are D-1 and D-3 permits available, but no D-2 permits. In this situation, the only permit class that would REQUIRE TREX sign-off is the D-2.

Section E – Information that MAY be Used to Determine if the Transfer is an Economic Development Project

R.C. 4303.29(B)(2)(b)(ii) lists several factors the local legislative authority (City, Village or Township) can use when determining if it should approve this transfer as an Economic Development Project. While the law provides broad discretion to the legislative authority when making this decision, **SOME** factors that may be useful to the legislative authority in making its decision, include the:

- Total amount invested in this project: \$ 250 K
- Total number of jobs that will be created by this project: 12
- Existing or estimated Tax Revenue generated by this project:
 - Ohio Unemployment Tax \$ 10,386.00 est
 - Property Tax \$ 4,056.00 Current
 - Sales Tax \$ 23,634.00 est
 - State Withholding Tax \$ 7,656.00 est
 - Other: _____ \$ _____

You may also be asked to provide a projected earnings statement (brand new business), or a profit and loss statement (existing business), or a copy of building plans/drawings outlining any construction plans.

Section F – Applicant Signature

* This section **MUST** be signed by either the applicant in:

- Section A if the seller **REMAINS** the owner of the permit and is **ONLY** moving the permit address to a **NEW** city, village, or township from where it is currently issued; **OR**
- Section B if the ownership of the permit is changing **AND** the new permit address will be in a **NEW** city, village, or township from where the permit is currently issued.

By signing below, I certify and understand that:

- I have authority to execute this document;
- The information provided is true, correct, and complete to the best of my knowledge and belief;
- Failing to complete this form, consistent with the above listed instructions, will result in this form and/or transfer application being returned to me, unprocessed, until a corrected, complete application is received by the Division;
- During the review of this form and/or my transfer application, further documentation may be needed, and I agree to comply timely and understand that failure to comply could delay the processing of my application;
- Even if the city, township, or village approves my TREX transfer application, the Division **MUST** still notify the applicable legislative authority about your transfer application and that legislative authority has the right to object to the issuance of the permit even for those permit classes that it approved as part of this TREX process; **AND**
- If this TREX form is required, the Division **CANNOT** process the transfer application until it is submitted with this completed (in its entirety) and signed form.


(Signature of Individual, Partner, Officer, Managing Member, or 5% or more Shareholder or Member)

Jan Weske Bucholz
(Please Print Name)

owner
(Title)

4/14/2023
(Date)

2027 Cleveland Rd. W. Huron, Ohio 44839
(Street Address, City, State, Zip Code)

419-656-0680
(Telephone with Area Code)



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2023-10 **(first reading)** *(submitted by Cory Swaisgood)*
DATE: April 25, 2023

Subject Matter/Background

Vehicle registration permissive tax is a tax that is currently levied by municipalities on vehicle registrations. It is defined in Ohio Revised Code (ORC) Chapter 4504. There are five (5) \$5.00 levies available to municipalities. The City must pass legislation for each levy to become effective. The City previously passed 4 of the 5 levies. The City is collecting \$20 per license registration. The Ohio Revised Code allows for the City to collect up to \$25 per registration, as of July 2019.

In review of the statewide permissive tax, three local municipalities in Ottawa County are currently at the maximum allowed tax of \$25. The City of Vermilion approved the additional \$5 levy in 2022, which became effective January 1, 2023.

The Finance Committee has recommended Council to consider the additional \$5 levy with the 2023 budget. If passed before July 1, 2023, the new rate would become effective on January 1, 2024.

Financial Review

Permissible uses of the permissive tax, per ORC Chapter 4504, include planning, constructing, improving, maintaining and repairing public roads and streets. The City collects approximately \$163,000 per year of permissive tax revenue. The annual revenue received from this tax has stayed consistent since 2015. The revenue is accounted for in the City's Street Maintenance Fund (Fund 212) and can only be credited to this fund by State law. The additional \$5 per license levy is expected to generate approximately \$42,000 more in revenue for the Street Maintenance Fund.

This additional levy is expected to offset the financial burden of maintaining and paving City streets. The City cannot rely on the annual revenue collected to meet timely demands of repairing and paving City streets. As approved with the 2023 budget, the City is expecting to subsidize the street maintenance budget going forward. Although the City's General Fund will still carry some of the financial burden if passed, the additional \$5 tax will help offset a portion of the General Fund's share.

Legal Review

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

Recommendation

If Council is in agreement, a motion placing Ordinance No. 2023-10 on its first reading is in order.

[Ordinance No. 2023-10 Permissive Tax \(1\).docx](#)

ORDINANCE NO. 2023-10
Introduced by Joel Hagy

AN ORDINANCE TO LEVY A PERMISSIVE MOTOR VEHICLE LICENSE TAX PURSUANT TO OHIO REVISED CODE SECTION 4504.173

WHEREAS, pursuant to Ohio Revised Code Section 4504.173, the legislative authority of a municipal corporation may levy an annual license tax of Five Dollars (\$5.00) per motor vehicle operated on the public roads and highways in that municipal corporation for any authorized purpose.

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

SECTION 1. That there is hereby levied an annual license tax upon the operation of motor vehicles on the public roads and highways of the City of Huron, Ohio, pursuant to Section 4504.173 of the Ohio Revised Code, for the purpose of planning, constructing, improving, maintaining and repairing public roads, highways and streets, and to provide additional revenue for the purposes authorized by Section 4504.173(A)(2) of the Ohio Revised Code, and to supplement revenues already available for such purposes;

SECTION 2. That the license tax referenced above in Section 1 shall be at a rate of Five Dollars (\$5.00) per motor vehicle per year, on each and every motor vehicle the district of registration of which, as defined in Section 4503.10 of the Ohio Revised Code, is in the City of Huron, Ohio, subject to reductions in the manner provided in Section 4503.16, 4503.17, 4503.172, 4503.18, 4503.41, 4503.43, 4503.46 and 4503.571 of the Ohio Revised Code.

SECTION 3. That, as used in this ordinance, the term "motor vehicle" shall include all vehicles so defined in Sections 4501.01 and 4505.01 of the Ohio Revised Code.

SECTION 4. That the annual tax imposed by this ordinance shall apply to and be in effect for the registration year commencing January 1, 2024, and shall continue in effect and application during each registration year thereafter.

SECTION 5. That the annual tax imposed by this ordinance shall be paid to the Registrar of Motor Vehicles of the State of Ohio, or to a Deputy Registrar, at the time application for registration of a motor vehicle is made as provided in Section 4503.01, et seq., of the Ohio Revised Code.

SECTION 6. That all revenues derived from the annual tax levied herein shall be used by the City of Huron for the purposes specified in this ordinance, or any other purpose authorized by state law.

SECTION 7. 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 8. That, as required by Section 4504.173(B)(1), this ordinance shall not be adopted as an emergency measure. WHEREFORE, this Ordinance shall take effect and be in force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____