

**URBANA CITY COUNCIL
REGULAR SESSION MEETING**

September 21, 2021, at 6:00 p.m.

(To be held in the Training Room on the 3rd Floor of the Municipal Building)

Please listen to meeting from your computer, tablet or smartphone. As the State of Emergency has been lifted by Governor Dewine, the Zoom media is available as a method to hear the meetings only. Council participation, and Citizen Comments, will only be in person.

<https://zoom.us/j/2412774424?pwd=TzBqdXRid1ZQNFZrU1I13UDgvY1J0QT09>

Meeting ID: 241 277 4424

Passcode: 43078

Dial by Phone: 1-646-558-8656

PLEASE MUTE YOUR PHONES

Call to Order

Roll Call

Pledge of Allegiance

Approval of Minutes

Urbana City Council Regular Session Meeting Minutes of August 17, 2021, in addition to September 7, 2021.

Communications

1. Division of Liquor Control – Licensing Fees (See attached)
2. Shade Tree Commission Minutes of July 8, 2021 (See attached)
3. Public Safety Committee Minutes of August 19, 2021 (See attached)
4. Salary Commission Meeting Minutes of September 14, 2021 (See attached)
5. City Residential Electric Aggregation Agreement (See attached)

Board of Control

1. The Board of Control recommends Council authorize a purchase order to Champaign County Commissioners in the amount of \$28,922.19 for the city's share of CDBG Critical Infrastructure Grant repayment for plan year 2017 North Oakland Street curbs and sidewalks (phase 3). This expense will be charged to the Capital Improvement Fund – Administration as is not in the 2021 budget (see attached).

Vote: 3-0

2. The Board of Control recommends Council authorize a purchase order to Environmental Engineering Services in the amount of \$226,700.00 for design of the replacement of the E. Water Street water booster pump station and the new water booster pump station at the city park including pipe network from Dellinger Road to Children's Home Road. This expense will be charged to the Water Fund and is not in the 2021 budget (see attached). **Vote: 3-0**

Citizen Comments (In Person Only)

Ordinances and Resolutions

First Reading

Ordinance No. 4551-21

An Ordinance modifying the measurement of sewer charges and user charges based on the metered consumption of water, and declaring an emergency. (Suspension of the rules requested)

Second Reading

Third Reading

Committee Reports

Miscellaneous Business

Adjourn

**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, AUGUST 17, 2021**

President Hess called the City of Urbana Regular Session Meeting to order at 6:07 p.m.

PRESIDENT PRO TEM CALLED ROLL: Mr. Fields, present; Mr. Hoffman, absent; Mr. Paul, present; Mr. Scott, present; Mr. Thackery, present; Mrs. Collier, present; and Mr. Ebert, present.

MINUTES

Urbana City Council Regular Session Meeting Minutes of August 3, 2021, in addition to Urbana City Council Special Meeting Minutes of August 10, 2021.

Mr. Thackery moved to put the minutes on the floor for discussion and possible passage. Mr. Scott seconded.

Voice vote on approval: all ayes; nays, none

Minutes passed 6-0.

COMMUNICATIONS

1. Electronic Waste Day Flyer, Saturday, September 11, 2021, 9:00 a.m. – 12:00 p.m.
2. Scrap Tire Disposal Day Flyer, Saturday, September 11, 2021, 9:00 a.m. – 12:00 p.m.

Mr. Scott moved to put the communications on the floor for discussion and possible passage. Mr. Paul seconded.

Voice vote on approval: all ayes; nays, none.

Communications passed 6-0

ADMINISTRATIVE REPORTS - BOARD OF CONTROL

1. **Urbana Township - \$90,000.00 (Capital Improvement Fund)**

Mr. Thackery moved to put this request on the floor for discussion and possible passage. Mr. Ebert seconded.

Voice vote on approval: all ayes; nays, none

Motion passed 6-0

CITIZEN COMMENTS

Terry Rittenhouse – 1906 N. Ludlow, addressed Council.

ORDINANCES AND RESOLUTIONS

First Reading

Resolution No. 2614-21

A Resolution enacted by the City of Urbana, Champaign County, Ohio, to authorize the Director of Administration to make application to the Logan, Union, Champaign Regional Planning Commission under the Surface Transportation Block Grant Program and/or the Ohio Department of Transportation under the Highway Safety Improvement Program for the Urbana Bike Trail of Transportation under the Highway Safety Improvement Program for the Urbana Bike Trail Crossing Safety Improvements, and declaring an emergency.

Mr. Thackery moved to suspend the three-reading rule. Mr. Fields seconded.

President Hess called for a roll call for passage: Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; and Mr. Fields, yes.

Motion passed 6-0

Mr. Thackery moved to put this Resolution on the floor for further discussion and possible passage. Mr. Fields seconded.

President Hess called for a roll call for passage: Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; and Mr. Fields, yes.

Resolution passed 6-0

Resolution No. 2615-21

A Resolution enacted by the City of Urbana, Champaign County, Ohio, to authorize the Director of Administration to make application to the Ohio Department of Development under the Water and Wastewater Infrastructure Grant Program, and declaring an emergency.

Mr. Thackery moved to put this Resolution on the floor for discussion. Mr. Scott seconded.

Mr. Thackery moved to suspend the three-reading rule. Mr. Ebert seconded.

President Hess called for a roll call for passage: Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; Mr. Fields, yes; and Mr. Paul, yes.

Motion passed 6-0

Mr. Thackery moved to put this Resolution on the floor for passage. Mr. Ebert seconded.

President Hess called for a roll call for passage: Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; Mr. Fields, yes; Mr. Paul, yes; and Mr. Scott, yes.

Resolution passed 6-0

Resolution No. 2616-21

Resolution of the City of Urbana Council adopting an Economic Development Agreement by and between the City of Urbana as the Municipal Corporation, Sutphen Realty Urbana LLC as the property owner and the Sutphen Corporation as the Enterprise and Lessee.

Mr. Fields moved to put this Resolution on the floor for discussion. Mr. Ebert seconded.

Mr. Thackery moved to suspend the three-reading rule. Mr. Ebert seconded.

President Hess called for a roll call for passage: Mrs. Collier, yes; Mr. Ebert, yes; Mr. Fields, yes; Mr. Paul, yes; Mr. Scott, yes; and Mr. Thackery, yes.

Motion passed 6-0

Mr. Thackery moved to put this Resolution on the floor for passage. Mr. Ebert seconded.

President Hess called for a roll call for passage: Mr. Ebert, yes; Mr. Fields, yes; Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes and Mrs. Collier, yes.

Resolution passed 6-0

Second Reading

None

Third Reading

Ordinance No. 4546-21

An Ordinance to adopt and approve an amended Street Boundary List for the Urbana Downtown Revitalization District that includes street addresses within Monument Square.

Mr. Thackery moved to put this Ordinance on the floor for further discussion and possible passage. Mr. Ebert seconded.

President Hess called for a roll call for passage: Mr. Fields, yes; Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes, Mrs. Collier, yes; and Mr. Ebert, yes.

Ordinance passed 6-0

COMMITTEE REPORTS

MISCELLANEOUS BUSINESS/WORK SESSION

line break on North Main by Skelly's.

Mayor Bean said that he attended the basketball camp at the university and welcomed all of the parents and kids. He added that it was amazing and the camp was very well run. He added that he is hoping they will take over the university.

Mr. Thackery said that Coffee with Council will begin on 8/14/21 at 9:00 a.m. in the Fire Department.

Mr. Fields moved to adjourn. Mr. Paul seconded.

Motion passed 6-0

ADJOURNED AT 7:00 p.m.

NEXT SCHEDULED MEETING

September 7, 2021, at 6:00 p.m.

Council Clerk

Council President

**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, SEPTEMBER 7, 2021**

President Hess called the City of Urbana Regular Session Meeting to order at 6:00 p.m.

City staff attending: Mayor Bill Bean, Director of Administration Kerry Brugger, Director of Finance Chris Boettcher, Director of Law Mark Feinstein, City Engineer Tyler Bumbalough, and Fire Chief Dean Ortlieb.

PRESIDENT PRO TEM CALLED ROLL: Mr. Fields, absent; Mr. Hoffman, present; Mr. Paul, present; Mr. Scott, present; Mr. Thackery, present; Mrs. Collier, present; and Mr. Ebert, present.

MINUTES

None

COMMUNICATIONS

1. Mayoral Proclamations: Constitution Week, Direct Support Profession Recognition Week
2. Salary Commission Meeting minutes from their first meeting in March, 1021, through May 11, 2021, as presented
3. Champaign Health District's Scrap Tire Disposal Day Flier
4. NCOSWD's Electronic Waste Day Flier
5. 2021 Champaign County Chamber of Commerce Community & Membership Guide

Mr. Thackery moved to put all communications on the floor for further discussion and possible passage. Mr. Paul seconded.

Mayor Bean stated that September 17, 2021, is Constitution Day, and it marks the 234th anniversary of the drafting of the United States Constitution. He added at 4:00 p.m. at Freedom Grove, the DAR would be conducting a bell ringing for the celebration of the same.

Mayor Bean spoke about the direct support professionals which have worked tirelessly and heroically during the Covid-19 pandemic to support individuals with disabilities and keep them safe. Direct support professionals have put the needs of individuals with disabilities ahead of their own safety, bravely, working with individuals who have chronic health conditions and under circumstance which did not allow social distancing. He encouraged our community to recognize and thank those who support our residents with intellectual or development needs.

Voice vote on approval: all ayes; nays, none.

Communications passed 6-0

ADMINISTRATIVE REPORTS - BOARD OF CONTROL

None

CITIZEN COMMENTS

None

ORDINANCES AND RESOLUTIONS

First Reading

Resolution No. 2430-21

Resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

Mr. Thackery moved to put this Resolution on the floor for further discussion and possible passage. Mr. Paul seconded.

President Hess called for a roll call for passage: Mr. Hoffman, yes; Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; and Mr. Ebert, yes.

Resolution passed 6-0

Resolution No. 2617-21

A Resolution setting rules for the Salary Commission.

Mr. Paul stated that the City Council has no input on the decisions that the Salary Commission makes.

Mr. Thackery moved to put this Resolution on the floor for further discussion and possible passage. Mr. Paul seconded.

President Hess called for a roll call for passage: Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Eber, yes; and Mr. Hoffman, yes.

Resolution passed 6-0

Ordinance No. 4547-21

An Ordinance levying special assessments for the purpose of constructing or repairing sidewalks, curbs and gutters, and declaring an emergency. (Suspension of the rules requested)

Mr. Bumbalough said that once the work is done and assessments tabulated, bills were sent out in August. He added that bills that have not been paid get assessed to the property owners' taxes. He also stated regarding Washington Ave, the aggregated amount is \$13,431.16, and September 10, 2021, is the last day of payment acceptance. He added that on that Friday afternoon, the assessments would be taken to the Auditor's office. He also mentioned that \$26,000.00 is the amount of work done by the City and that approximately 50% of that has been paid.

Mr. Thackery moved to suspend the three-reading rule. Mr. Paul seconded.

President Hess called for a roll call for passage: Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; Mr. Hoffman, yes; and Mr. Paul, yes.

Motion passed 6-0

Mr. Thackery moved to put this Ordinance on the floor for further discussion and possible passage. Mr. Paul seconded.

President Hess called for a roll call for passage: Mr. Thackery, yes; Mrs. Collier, yes; Mr. Ebert, yes; Mr. Hoffman, yes; Mr. Paul, yes; and Mr. Scott, yes.

Ordinance passed 6-0

Ordinance No. 4548-21

An Ordinance levying special assessments for the purpose of constructing or repairing sidewalks, curbs, driveway approaches and appurtenances thereto on Crescent Drive between Finch Street and Ames Avenue, and declaring an emergency. (Suspension of the rules requested)

Mr. Bumbalough stated that this Ordinance was the same as the one aforementioned, just regarding Crescent Dr. He added that \$79,482.00 was the original billing and now it is \$62,455.00 He added that this project was a benefit to the entire street and that most property owners had 80-90 feet of frontage.

Mr. Thackery moved to suspend the three-reading rule. Mr. Scott seconded.

President Hess called for a roll call for passage: Mrs. Collier, yes; Mr. Ebert, yes; Mr. Hoffman, yes; Mr. Paul, yes; Mr. Scott, yes; and Mr. Thackery, yes.

Motion passed 6-0

Mr. Thackery moved to put this Ordinance on the floor for further discussion and possible passage. Mr. Scott seconded.

President Hess called for a roll call for passage: Mr. Ebert, yes; Mr. Hoffman, yes; Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; and Mrs. Collier, yes.

Ordinance passed 6-0

Ordinance No. 4549-21

An Ordinance levying special assessments for the purpose of constructing or repairing sidewalks, curbs, driveway approaches and appurtenances thereto on a section of Scioto Street between Locust Street and Patrick Avenue, and declaring an emergency. (Suspension of the rules requested)

Mr. Bumbalough advised this Ordinance was the same as the aforementioned, just regarding Scioto St. He added that the total project was in the amount of \$193,742.00, and that 20-25% of the bills have been paid.

Mr. Thackery moved to suspend the three-reading rule. Mr. Paul seconded.

President Hess called for a roll call for passage: Mr. Hoffman, yes; Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; and Mr. Ebert, yes.

Motion passed 6-0

Mr. Thackery moved to put this Ordinance on the floor for further discussion and possible passage. Mr. Paul seconded.

President Hess called for a roll call for passage: Mr. Hoffman, yes; Mr. Paul, yes; Mr. Scott, yes; Mr. Thackery, yes; Mrs. Collier, yes; and Mr. Ebert, yes.

Ordinance passed 6-0

Second Reading

None

Third Reading

None

COMMITTEE REPORTS

Chief Ortlieb stated that the Urbana Township were selling their vehicles to the City.

MISCELLANEOUS BUSINESS/WORK SESSION

Mr. Ebert stated that with a heavy heart, he must step down from City Council, and that tonight's meeting would be his last meeting. He advised that he would be taking over for Marcia Bailey, the Director of CEP, come the first of the year. He added that it was too big of a conflict of interest to remain on City Council. He introduced Tonia Feinstein, who would be acting as his assistant.

Mrs. Collier spoke about having restrooms downtown and feels that it is the City's responsibility.

Mr. Thackery stated that he noticed on Court St., by Tea Baggers, the curb and asked if that was in fact a curb. Mr. Bumbalough advised that it was a combination, curb walk, and that was a result of their makings next to those streets.

Mr. Scott spoke about the new curb on Boyce St., near Wood Street, and asked what was going on there. Mr. Bumbalough advised that there has been an absentee contractor for the past couple of weeks.

Mr. Paul thanked the Salary Commission for their efforts and thanked Ms. Boettcher for her support and her attendance in some of their meetings. He also wished Mr. Ebert good luck and much success in his new role.

Fire Chief Ortlieb inquired as to the upcoming Coffee with Council and mentioned that it might be relocated for the upcoming session, to Freedom Grove, for that's where the Fire Department was going to be.

Mayor Bean recommended everyone's attendance at Freedom Grove this Saturday, September 11, 2021, for the 20th anniversary of 9/11.

Mr. Bumbalough stated that the cracked seal program finished last week and that paving would begin September/October.

Ms. Boettcher advised that the Automated Reader Program is moving forward and that 33% of the installations have been completed.

Mr. Brugger said that with regard to the Airport Taxi Way, the final touches would be finished next week. He also added that the Airport Manager, Elton Cultice, was elected Vice-President of the Ohio Aviation Association. He also mentioned that there were 12 balloons coming for the upcoming Balloon Festival. He added that people are noticing the Airport. He then spoke about restrooms for downtown and advised that the City has a contract with the Monument Square District, and unfortunately, the restrooms would have to go through the Monument Square District.

Mayor Bean spoke of the 14th annual Chili Cook-Off, on September 25, 2021. He also mentioned that there would be the Hoopla Parade as well. He stated that he hoped everyone would come for the festivities. He also stated that he received a letter for the First Baptist Church, regarding their 175th anniversary in October.

President Hess asked if the curbs on Crescent Drive, if they were up to standard. Mr. Bumbalough advised that they put them up as much as could be done for draining purposes.

Mr. Paul moved to adjourn. Mr. Thackery seconded.

Motion passed 6-0

ADJOURNED AT 6:51 p.m.

NEXT SCHEDULED MEETING
September 21, 2021, at 6:00 p.m.

Council Clerk

Council President

RUN DATE 08/11/2021
RUN TIME 08:23:50

STATE OF OHIO
DIVISION OF LIQUOR CONTROL
6606 TUSSING RD
P O BOX 4005
REYNOLDSBURG, OH 43068-9005

I.D. PFD42

GENERAL INFORMATION: 614-644-2360 PAYMENT INFORMATION: 614-644-2567

35% OF LICENSING FEE DISTRIBUTED

URBANA, CITY OF
CHAMPAIGN COUNTY
CITY CLERK
205 S MAIN ST
URBANA OH

43078

VENDOR # AT11066
FTI # 346401492
VOUCHER # 22B0197
BATCH #

PERMIT NUMBER	NAME/ADDRESS	CLASS	AMOUNT
11 CHAMPAIGN	066 URBANA		\$3,488.10
0011560-0010	A LITTLE BIT MORE LLC DBA HOT HEAD BURRITOS 669 SCIOTO ST & PATIO URBANA OH 43078	D3	375.00
0727531	BJS DRIVE THRU LLC DBA BJS DRIVE THRU 1021 N MAIN URBANA OHIO 43078	C2	376.00
0727531	BJS DRIVE THRU LLC DBA BJS DRIVE THRU 1021 N MAIN URBANA OHIO 43078	C1	252.00
1376698	CHAMPAIGN AVIATION MUSEUM HANGAR BLDG 1652 N MAIN ST URBANA OH 43078	F2	150.00
1386040-2021	CHAMPAIGN COUNTY HISTORICAL SOCIETY 809 E LAWN AVE URBANA OH 43078	F6	50.00
1525478	CLARKS MARKET INC DBA CLARKS MARKET 865 S MAIN ST URBANA OHIO 43078	C2	376.00
1525478	CLARKS MARKET INC DBA CLARKS MARKET 865 S MAIN ST URBANA OHIO 43078	C1	252.00
2710842	PATRICK E FIELD 1ST FL ONLY 116 MIAMI ST URBANA OHIO 43078	D6	500.00
2710842	PATRICK E FIELD 1ST FL ONLY 116 MIAMI ST URBANA OHIO 43078	D1	376.00

2710842	PATRICK E FIELD 1ST FL ONLY 116 MIAMI ST URBANA OHIO 43078	D3	750.00
2710842	PATRICK E FIELD 1ST FL ONLY 116 MIAMI ST URBANA OHIO 43078	D2	564.00
2794011-09795	FOE AERIE0979 TECUMSEH 125 E COURT ST URBANA OHIO 43078	D4	469.00
2794011-09795	FOE AERIE0979 TECUMSEH 125 E COURT ST URBANA OHIO 43078	D6	500.00
2972261	FUSION 40 83 LLC DBA FUSION 40 83 115 MIAMI ST & PATIO URBANA OH 43078	D5	2,344.00
6524527-0005	OHM RUDRA LLC DBA URBANA FOOD MART 1273 S US68 URBANA OH 43078	D2	564.00
6524527-0005	OHM RUDRA LLC DBA URBANA FOOD MART 1273 S US68 URBANA OH 43078	D1	376.00
6693100-0005	JAMES A FREYHOF DBA PAPPYS PLACE 832 MIAMI ST 1ST FL URBANA OH 43078	C2	376.00
6693100-0005	JAMES A FREYHOF DBA PAPPYS PLACE 832 MIAMI ST 1ST FL URBANA OH 43078	D1	376.00
8779950	DALE CHIYOUNG TAI DBA MAYFLOWERS CHINESE RESTAURANT 225 N MAIN ST 1ST FL & BSMT URBANA OHIO 43078	D1	376.00
8779950	DALE CHIYOUNG TAI DBA MAYFLOWERS CHINESE RESTAURANT 225 N MAIN ST 1ST FL & BSMT URBANA OHIO 43078	D2	564.00

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ACCOUNT TO SUBMIT THE UPDATED ADDRESS INFORMATION.

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HAS BEEN MADE TO YOUR ACCOUNT IN YOUR FINANCIAL INSTITUTION.

City of Urbana Shade Tree Commission Minutes – July 8, 2021 at 7:00PM (165)

Roll Call and Introductions:

Present: Jim Lemon, Doug Crabill, Ward Lutz, and Charles Moody

Absent: Stephanie Truelove, Colin Stein, and Doug George

Reading and Approval of Minutes (6/10/2021)

The minutes from the June 10, 2021 meeting were approved as prepared. Charles Moody motioned to accept these minutes, and Ward Lutz seconded this motion. This set of minutes were approved unanimously 4-0.

Old Business:

Maintenance and Trimming Projects: Doug Crabill reported that the Street Dept. had recently removed five of the newer trees along US Route 36 that had died. The majority of the remaining trees that comprise this tree planting project from 2017 appear to be fully established now and doing well.

Memorial Tree Program Update (Update Listing & GPS/GIS Update): Doug Crabill reported that the city's GPS/GIS vendor, MPower, had recently updated the city's system for keeping inventory records to include Latitude/Longitude coordinates that can be used to field locate trees with other handheld devices. Efforts continue to update all Memorial Tree listings in MPower to include multiple database fields.

Oak Dale Cemetery-Arboretum Update: Doug Crabill reported that he hoped to submit the accreditation application to ArbNet (Morton Arboretum) for certification of Oak Dale Cemetery as a Level 1 arboretum soon from the draft application that Kerry Brugger had put together.

Karen Kerns Dresser Donation (Naming & Sign): Doug Crabill stated that Kerry Brugger was now working with a vendor for a rendering and quote for this planned signage. The proposed concept is to add a sign below the Oak Dale Cemetery entrance sign that would be similar in material and style. In addition, Kerry Brugger is working on a landscape plan to replace the Arborvitae that were recently removed around and near the existing entrance sign at Oak Dale Cemetery.

Policies and Procedures (Administrative Regulation): Doug Crabill explained that the Shade Tree Commission will need to continue to develop policies and procedures that will address items not specifically addressed by the tree ordinance. Wooster, OH has a great example of policies and procedures. Potential policies include removal, owner planted trees, road/right of way blockage, reasons to warrant removal, planting/site preparation, and tree canopy goals. Kerry Brugger previously provided a draft document for a process flow for tree removals based on tree inventory results for review/evaluation by the commission. Doug Crabill shared that he would be working

with other city staff to develop a notification process to initiate tree removals where needed by property owners.

Mulching: Doug Crabill reported that additional mulch had been purchased beyond the initial purchase that would need to be installed around the newer tree plantings at Oak Dale Cemetery and Melvin Miller Park.

Watering: Doug Crabill stated that the mulching efforts would mitigate some watering efforts, but he shared that adequate rainfall would be required during the summer months or supplemental watering of new trees may be necessary.

2021 Street Tree Inventory: Jim Lemon reported that he would like to update the street tree inventory for 2021. He also indicated that he plans to note areas where topsoil is needed from previous stump removal work.

New Business:

Bareroot Trees (Spring 2022): Doug Crabill that he had corresponded with Don Creamer in Washington Court House, and he is still trying to secure a new source for bareroot trees.

Misc. Business: Doug Crabill reported that the planned Tree City USA award stickers for the road signs to commemorate nineteen (19) years of being a Tree City USA had arrived in the mail, and he would be working to get them installed. Also, he noted that no August meeting of the Urbana Shade Tree Commission would be held with the next meeting planned for September.

Meeting adjourned. Motion to adjourn, Jim Lemon; Charles Moody, second; all in favor (4-0).

**Urbana City Council
Public Safety Committee
Thursday, August 19, 2021
Minutes**

Mr. Paul called the meeting to order at 1800 with Mrs. Collier, Mr. Paul, and Chief Ortlieb present. The City of Urbana, Public Safety Committee is a standing committee to provide an avenue for council and its public safety divisions to contribute to the overall safety of the community it serves. Mr. Paul turned the meeting over to Chief Ortlieb.

Chief Ortlieb discussed with the committee the following items:

- Urbana Township vehicles
- Urbana Fire Division vehicles
- Fire Division vehicle replacement plan
- Grants available to the Division

Chief Ortlieb reviewed and went into detail on each of the topics as they relate to Fire Division activity.

The meeting was ended at 1945

Salary Commission

Meeting Minutes

DATE OF MEETING

- Opening:** The meeting was called to order at 6pm on the September 14th 2021, in the lobby of the Municipal Building, 205 S. Main Street, Urbana, Ohio.
- Present:** Wayne Smith, Michelle Heflin, Stephanie Truelove,
- Minutes from Last Meeting:** The Minutes from the June 16th, 2021 meeting were unanimously approved.
- Old Business:** Chris Boettcher was present and expressed opinions that our idea to give the mayor a significant raise was extreme and what she thought to be a "popularity contest". Discussion was confrontational and Chris challenged everything that was said by Salary Commission members. Pat Thackery expressed concern that the Salary Commission did not have any rules set by Council. A motion was made to keep current salaries until January 1, 2022 and that motion was agreed on and seconded by Michelle Heflin.
- New Business:** Minutes from last meeting were unanimously approved, so that the Mayor and City Council could resume being paid. Main purpose of this meeting was to approve minutes. There was a short discussion on Mayors salary and the scheduling of our next meeting. We had questions about when and if, City Council was going to have "rules" for us to follow and how to make sure we had someone to let us into the Fire and Training room.
- Agenda Items for Next meeting:** Continue discussion on Mayor's salary.
- Adjournment:** Motion to adjourn made by Michelle Heflin. Second from Stephanie Truelove. Motion passed unanimously. Meeting concluded at 6:20pm.
- NEXT MEETING:** September 28th, 2021 in the Police and Fire Training Room, 205 S. Main Street, Urbana Ohio.

Michelle Lw Heflin

9.15.21



Department of
Development

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

September 3, 2021

The Honorable Steven Hess, President
Champaign County Board of Commissioners
1512 S US Highway 68
Urbana, Ohio 43078

Subject: Monitoring Report: B-X-17-1AK-1

Dear Commissioner Hess:

Tiffany Laffitte conducted a desktop monitoring for Champaign County to review the above noted Ohio State-administered Community Development Block Grant (CDBG) Critical Infrastructure Program. Thank you for your cooperation.

The Office of Community Development's (OCD's) objective in conducting a desktop monitoring is to ensure that: 1) the recipient carried out the program as prescribed in its application; 2) the program complies with CDBG/OCD requirements; and 3) the recipient has a continuing capacity to carry out the approved program in a timely manner.

Attached, please find an analysis of the recipient's performance and compliance, as well as any recommendations, suggestions, findings, and corrective actions, based on the monitoring of a representative sample of projects and a limited review. This monitoring resulted in one finding and one advisory; Champaign County must address the noted deficiency with a written response in 30 days. **The difference between the awarded grant and pro-rated grant will need to be returned to OCD in accordance with Policy Notice 19-03. Champaign County must return \$28,922.19.**

Questions regarding this matter should be directed to Tiffany Laffitte, Community Development Analyst, at tiffany.laffitte@development.ohio.gov

Sincerely,

Shana Garrett, Deputy Chief
Office of Community Development

SG/MRO/TL/sm

C: Heather Martin, LUC Regional Planning Commission
OCD: Monitoring File

77 South High Street
Columbus, Ohio 43215 U.S.A.

614 | 466 3379
800 | 848 1300
www.development.ohio.gov

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ENGINEERING WORK ORDER NO. 14

CITY OF URBANA, OHIO

I. PROJECT TITLE: Water Booster Pump and Pipe Network Design

II. PROJECT PURPOSE:

To prepare design documents and specifications for implementation of the above referenced project as depicted in Figure 3 attached hereto. The estimated construction cost is \$2,640,000.00

III. SCOPE OF SERVICES:

EES (Engineer) will:

A. Preliminary Engineering Report and Funding (NO CHARGE)

1. In conjunction with the City, secure concurrence with a final alternative for construction;
2. As required, prepare for submission to the County Engineer, a request for priority ranking of the project for potential Ohio Water and Wastewater Infrastructure Grant Program;
3. Prepare a Design Grant Application for the Ohio Water & Wastewater Infrastructure Grant Program and submit to ODOD through the OH/ID Portal;
4. Identify geotechnical information required for design of the project (cost of geotechnical service to be paid by the City of Urbana);

B. Design Phase

Based on the City of Urbana's decision from III-A above, the design and regulatory permitting effort will include the following:

1. Prepare construction drawings and specifications for all elements of the booster pump station and pipe network project components. Electrical design and telemetry elements to be provided by DJE as a pass-through cost;
2. Prepare regulatory Plan Approval Applications for submittal to the required entities (City of Urbana to pay permit fees where applicable);
3. Respond to OEPA and local agency questions as necessary to secure approvals;
4. Develop plan for coordinating the construction with the City's ongoing operation;
5. Provide Plans, Specification and Contract Documents to the City in digital format for use in bidding the project.

C. Construction Services and Inspection

1. Provide construction inspection to observe the progress of the work for conformance to Contract Documents and inform the City of findings;
2. Review and approve Shop Drawings, Change Orders and/or Contractor Pay Requests, as required by the City;
3. Conduct an inspection to determine if project is substantially complete and a final inspection for approval of final payment, as requested by the City;
4. Prepare Disbursement Requests to secure payments as defined by the Funding Program;
5. During the course of the project, assist the City in processing documentation to secure funding.

IV. PROJECT TIMEFRAME AND COMPENSATION:


The services described herein will be completed within the time schedule contained in the Water & Wastewater Infrastructure Grant as approved.

Section B Services: The fee for the above described Section B Scope of Services is a lump sum amount of \$226,700.00, payable on a progress basis.

Section C Services: The fee for the above described Section C Scope of Services is a lump sum amount of \$108,300.00, payable on a progress basis.

Section C & B services are contingent upon obtaining Ohio Water & Wastewater Infrastructure Grant Program funding.

ENVIRONMENTAL ENGINEERING SERVICE



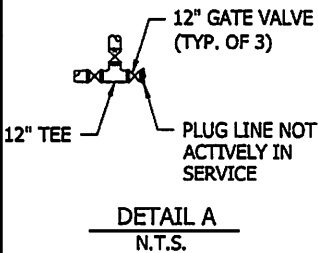
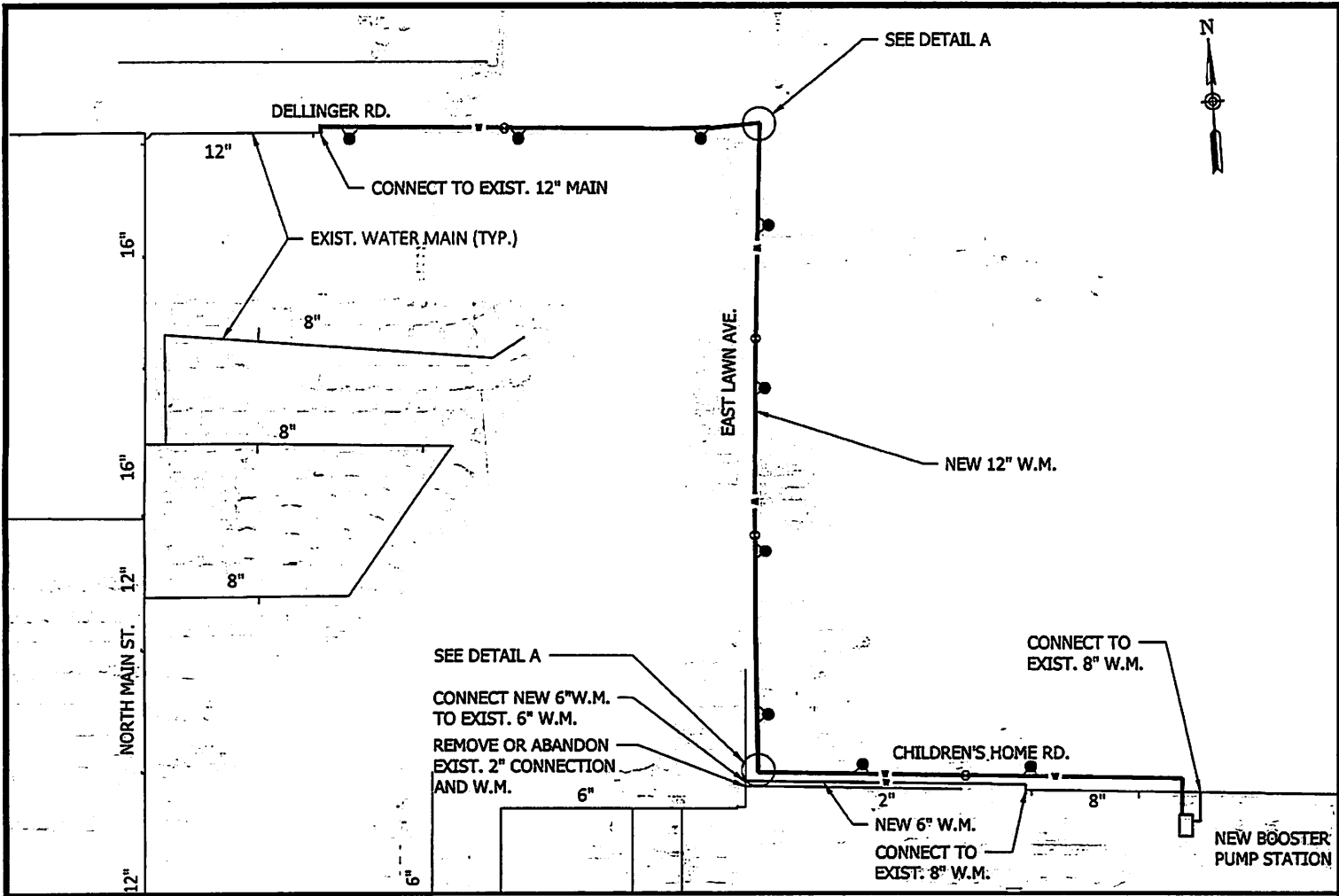
Stephen Canter, P.E.
President

V. AUTHORIZATION TO PROCEED:

CITY OF URBANA

Date

Authorized Signatory



- LEGEND**
- LINE VALVE ±500' SPACING
 - HYDRANT ±400' SPACING

**ENVIRONMENTAL
ENGINEERING
SERVICE**

2878 COLONIA ROAD
LEBANON, OHIO 45036
(513) 534-1213
(513) 534-6218 FAX

TITLE		
WATER BOOSTER PUMPS AND PIPE NETWORK PROJECT		
JOB		
CITY OF URBANA CHAMPAIGN COUNTY		
DESIGN BY	APP'D.	DRAWING NO.
GWA	JCF	
SCALE	DATE	FIGURE NO.
1" = 250'	8/12/2021	FIGURE 3



**MASTER AGREEMENT TO PROVIDE SERVICES TO AN
AGGREGATED GROUP**

BETWEEN

CITY OF URBANA, OHIO

AND

ENERGY HARBOR LLC

This Master Agreement (“Agreement”), is entered into as of this 9th day of September, 2021 (“Effective Date”) by and between Energy Harbor LLC (“Supplier”), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 and City of Urbana, Champaign County, Ohio (“Community” or “Governmental Aggregator”), an Ohio governmental aggregator (each a “Party” and collectively, “Parties”).

RECITALS

A. Supplier is certified by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Electric Service (“CRES”) Provider to sell competitive retail electric service to customers in the State of Ohio utilizing the existing transmission and distribution systems.

B. Supplier (directly or through its affiliates) is an energy services provider with extensive experience in the provision of a broad range of energy related services.

C. Supplier sells competitive retail electric service and related services to inhabitants of municipal corporations, boards of township trustees, or boards of county commissioners acting as governmental aggregators for the provision of competitive retail electric service under authority conferred under Section 4928.20 of the Ohio Revised Code.

D. Both Parties have the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and related agreements and to perform its obligations hereunder.

E. The Governmental Aggregator has been certified by the PUCO as a governmental electricity aggregator pursuant to Chapter 4901: 1-24-01, *et. seq.* OAC. Supplier is under no obligation to provide Full Requirements Retail Electric Supply hereunder until Governmental Aggregator has been certified by the PUCO.

F. Governmental Aggregator may arrange for the provision of competitive retail electric service to its residential and commercial inhabitants that do not opt-out of or are otherwise ineligible to participate in the program (“Aggregation Program”). Governmental Aggregator desires that Supplier supply the total electric generation needs to all participants in the Aggregation Program located within the service territory of AES Ohio.

G. By this Agreement, Community and Supplier desire to enter into a mutually beneficial energy and services provisions relationship whereby Supplier shall provide Full Requirements Retail Electric Supply and related administrative services (“Administrative Services”) necessary to fulfill the obligations of this Agreement.

H. Community desires to enter into this Agreement with Supplier to provide energy and energy-related services to Eligible Customers through the Aggregation Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
GENERAL REQUIREMENTS

1.1 Governmental Aggregator Obligations and Authority.

1.1.1 The Governmental Aggregator: (1) shall take all necessary action to remain certified by the PUCO as a “governmental aggregator”; (2) shall establish and maintain an Aggregation Program for those residential and commercial inhabitants, within the boundaries of Community, that the Governmental Aggregator, together with Supplier, has determined will be provided the opportunity to participate in the Aggregation Program (“Eligible Customers”); (3) shall mail out the required enrollment and opt-out notices, which responsibility may be delegated by contract to Supplier; and (4) hereby authorize Supplier to contract for Full Requirements Retail Electric Supply with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to Supplier as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program or Full Requirements Retail Electric Supply from Supplier, or have their participation terminated by the Governmental Aggregator, or their Full Requirements Retail Electric Supply lawfully terminated by Supplier or the Electric Distribution Utility (“EDU”) (“Aggregation Program Customer” or “Participating Customer”).

1.1.2 The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to Supplier all notices from the EDU concerning Participating Customers’ accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the EDU’s system.

1.1.3 Governmental Aggregator has the authority to designate, and has designated Supplier as its Full Requirements Retail Electric Supply provider for the Eligible Customers for the Term of this Agreement.

1.1.4 During the Term of this Agreement, the Governmental Aggregator hereby grants Supplier the exclusive rights to provide Full Requirements Retail Electric Supply to the Eligible Customers.

1.1.5 **Customer Data and Load Forecast Information.** Supplier and Governmental Aggregator shall cooperate to obtain the consent of Participating Customers to obtain all available Eligible Customers’ data and historical load and load forecast information, related to the Participating Customer’s load and consumption, from any entity in possession of such data.

1.1.6 **Service Inquiries and Service Notices to Customer.** Participating Customers may direct inquiries regarding this Agreement, and Full Requirements Retail Electric Supply provided hereunder, and any electric generation supply or billing questions, to Supplier at the address and phone number provided in Section 11.1, which address and phone number shall be provided in communications with Participating Customers regarding the Aggregation Program. Participating

Customers should direct inquiries concerning EDU related emergency, power outage, wire or service maintenance, metering, EDU service billing or other similar EDU related concerns to the EDU.

1.1.7 Point of Sale. Governmental Aggregator and Participating Customers acknowledge and agree that Supplier shall have no responsibility for damage to any property, or to any equipment or devices connected to the Participating Customers' electrical system.

ARTICLE 2 SUPPLIER OBLIGATIONS

2.1 Supplier Obligations.

2.1.1 Commencing on the Effective Date and during the Term, subject to the terms of this Agreement, Supplier shall provide Full Requirements Retail Electric Supply (subject to the terms of the appropriate transmission and/or distribution tariffs) sufficient to serve the total electric generation needs of the commercial and residential Aggregation Program Customers. Supplier shall arrange for the delivery of Full Requirements Retail Electric Supply in accordance with the requirements of the Participating Customers' respective EDU and Independent System Operator ("ISO") or Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Full Requirements Retail Electric Supply from an alternative supplier to the Point of Delivery, recognizing that the EDU provides utility distribution service from the Point of Delivery to the Point of Sale. To the extent that any services or requirements are provided by the EDU, Supplier shall not be responsible for the provision of such services. Notwithstanding the foregoing, Supplier is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.

2.1.2 Supplier shall be responsible for all acts necessary for Supplier to perform its obligations hereunder, including but not limited to the scheduling of delivery of Full Requirements Retail Electric Supply hereunder.

2.1.3 Supplier shall provide Aggregation Program Customers with the environmental disclosure data and other data it is required to provide, if any, to comply with the rules of the PUCO.

2.2 Subcontracting. Supplier may subcontract the performance of its obligations under this Agreement. However, no subcontract shall relieve Supplier of any of its obligations and/or liabilities under this Agreement. Supplier shall be responsible for all payments and obligations as between Supplier and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor.

ARTICLE 3

TERM AND TERMINATION

3.1 Term of Agreement and Termination.

3.1.1 This Agreement may be terminated prior to the expiration of the Term, in compliance with this Agreement's provisions, if: (1) the Governmental Aggregator does not receive or fails to obtain or maintain PUCO Certification; (2) a Party exercises its right under Article 6 to terminate this Agreement; (3) Supplier fails to obtain or maintain its PUCO Certification; (4) an illegality occurs under Section 3.3; or (5) any of the situations in Sections 3.5 or 5.1 occurs. This Agreement shall terminate upon the expiration of this Agreement's Term, but this Agreement may also be renewed by mutual agreement for a term agreed upon by the Parties.

3.1.2 Term of Enrollment. Participating Customers shall remain enrolled in the Aggregation Program until the Participating Customer exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation Program is terminated by the Governmental Aggregator, their Full Requirements Retail Electric Supply is lawfully terminated by Supplier or the EDU, or their electric service is terminated by the EDU or until this Aggregation Program is terminated, whichever occurs first.

3.2 Interaction Between Termination Dates of this Agreement and Contracts with the Participating Customer. Participating Customers initially enrolled in the Aggregation Program shall receive Full Requirements Retail Electric Supply at the rate(s) set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event or pursuant to the terms of Article 6, the Full Requirements Retail Electric Supply will terminate early and the Participating Customers may choose another CRES Provider or will be switched to EDU SSO Service in accord with the standard switching rules and applicable notices. The Participating Customers are responsible for arranging for their supply of Energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Participating Customer has not selected another supplier, such Participating Customer will be switched to SSO Service from the EDU.

3.3 Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement, this Agreement may be terminated.

3.4 Termination Events. In the event any of the following conditions occur during the Term, Supplier shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

(i) The Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC, as discounted hereunder in accordance with Section 4.2.1, that is equal to or less than the comparable

annualized generation and transmission rates and riders as of the Effective Date of this Agreement.

(ii) The PUCO approves or implements a phase-in credit for generation charges of the EDU which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation in the PTC and Supplier, in its discretion, chooses to not finance the impact of that effect or if commercially reasonable rates and terms are not available for such financing.

(iii) The EDU will not provide consolidated billing consistent with previous practice.

3.5 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

3.6 Termination Notices. In the event of termination hereunder, the terminating Party shall exercise its best efforts to communicate to the non-terminating Party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each individual Participating Customer of the Aggregation Program will be provided written notification from the terminating Party of the termination of the Agreement at least thirty (30) days prior to termination, and in compliance with other regulatory or legal requirements and Participating Customers will also be notified of their right to return to the EDU or to select an alternate generation supplier. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 4 ENERGY SCHEDULING, TRANSMISSION, PRICING AND DELIVERY

4.1 Scheduling, Transmission and Delivery of Power. During the Delivery Term, Supplier shall schedule Energy as required by the RTO or other transmission provider and the EDU, and shall arrange for transmission and distribution service to the Participating Customers. Supplier will arrange for necessary electric distribution and transmission rights for delivery of such Energy to provide the Full Requirements Retail Electric Supply hereunder and subject to the understanding that Supplier has an obligation to make deliveries to Participating Customer as set forth in Section 2.1 except pursuant to Sections 3.3, 3.4, 5.1 or Article 7 of this Agreement. Supplier does not take responsibility for any delivery of services supplied by the EDU or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to Participating Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to Participating Customer (notwithstanding whether such disconnection is directed by the ISO) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's electrical system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

4.2 Pricing.

4.2.1 During the Delivery Period, Supplier shall provide Energy to all Participating Customers at the price set forth on Attachment A. Any bypassable riders approved by the PUCO and not included in the Price to Compare will be billed at their full rate. There will be no discount given on such charges as transmission and ancillary services if they are identified in a separate tariff or rider approved by the PUCO and not included in the Price to Compare.

4.3 **Failure of Delivery.** In the event that Supplier fails to schedule all or part of the Full Requirements Retail Electric Supply as set forth herein and Supplier's failure is not due to a Force Majeure Event, and a Participating Customer is required to obtain and pays for SSO Service or other Energy supply arrangement necessary to cure such Energy deficiency, Supplier shall reimburse Participating Customer, on the later of ten (10) days after receipt of invoice or the date payment would otherwise be due to Supplier, an amount determined by multiplying (a) the aggregate deficiency in the Full Requirements Retail Electric Supply by (b) the full replacement cost. IN THE EVENT OF SUPPLIER'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, SUPPLIER'S OBLIGATION TO PAY SUCH AMOUNT DURING THE PERIODS OF NON-DELIVERY SHALL BE THE GOVERNMENT AGGREGATOR'S AND THE PARTICIPATING CUSTOMERS' SOLE REMEDY FOR SUPPLIER'S FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT.

ARTICLE 5 **BILLING AND PAYMENTS**

5.1 **Additional Costs.** In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the Price to Compare ("PTC") or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Supplier its costs to perform under this Agreement, Participating Customers may receive a notification from Supplier. This notification will include a description of one or more of the situations described above. Supplier may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact Supplier to accept the new terms, the Participating Customer(s) individual terms and conditions with Supplier will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, Supplier may decide to terminate this Agreement, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for Retail Electric Service. Whether Supplier offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating Customers must still pay all Supplier charges through the date they are returned to their EDU or switched to another CRES provider for service.

5.2 **Billing.** Billing shall be provided by the EDU under a consolidated billing format pursuant to the EDU’s tariff provisions and PUCO rules applicable to Participating Customer(s). If a Participating Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU’s tariff and PUCO regulations, Supplier retains the right to assess late payment fees on, or deem such non-payment a default of Participating Customer for purposes of Section 6.1.1 of this Agreement.

ARTICLE 6
DEFAULT AND REMEDIES

6.1 **Event of Default.**

6.1.1 A “Community Event of Default” shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) Any representation or warranty made by Community in Article 9 hereunder is false or misleading in any material respect when made;

(ii) The non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above) and such failure is not remedied within thirty (30) days after written notice thereof unless the cure requires longer than the thirty (30) days to effect and Community is diligently working towards such cure; and

6.1.2 A “Supplier Event of Default” shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) any representation or warranty made by Supplier in Article 9 hereunder is false or misleading in any material respect when made or when deemed made;

(iii) the non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above and as set forth in Section 4.3) if such failure is not remedied within thirty (30) days after written notice thereof, unless the cure period reasonably requires more than thirty (30) days to effect and Supplier is diligently working towards such cure; and

(iv) Intentionally omitted.

6.2 **Rights and Remedies.**

6.2.1 Rights and Remedies for a Community Event of Default. Subject to other provisions of this Agreement, if Community is the defaulting Party hereunder, so long as such Community Event of Default shall have occurred and be continuing, Supplier shall have the right to (i) designate a date (“Early Termination Date”), no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, on which this Agreement shall terminate and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Supplier shall have the right to seek the remedies of specific performance of Community’s and Participating Customers’ obligations hereunder and/or injunctive relief to continue to provide Full Requirements Retail Electric Supply hereunder. In the case of a Community Event of Default, the Parties recognize that damages or other amounts to be received by Supplier hereunder may be inadequate because this Agreement is unique and the actual damages of Supplier may exceed any amounts to be received by Supplier hereunder. Therefore, Community waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to Supplier hereunder are adequate to cover the actual damages of Supplier.

6.2.2 Rights and Remedies for a Supplier Event of Default. Subject to other provisions of this Agreement, if Supplier is the defaulting Party hereunder, so long as such Supplier Event of Default shall have occurred and be continuing, Community shall have the right to (i) designate an Early Termination Date, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Community shall have the right to seek the remedies of specific performance and/or injunctive relief, *inter alia*, to ensure the continuations of Full Requirements Retail Electric Supply hereunder or to ensure the payment of grants required by this Agreement.

Notwithstanding any other provision of this Agreement, the remedies set forth in Section 4.3 shall be the sole and exclusive remedies for any failure of Supplier to deliver Full Requirements Retail Electric Supply. As long as Supplier is supplying Full Requirements Retail Electric Supply to the Participating Customers at the price and upon the terms and conditions of this Agreement, Community shall not have the right to terminate this Agreement or suspend performance.

6.2.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize damages it may incur as a result of the other Party’s failure to perform pursuant to this Agreement.

ARTICLE 7 **FORCE MAJEURE**

7.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. If despite its commercially reasonable efforts, either Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force

Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such period of the Force Majeure Event. The Party claiming excuse due to a Force Majeure Event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this Section 7.1 shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

7.2 **Force Majeure Event.** For purposes of this Agreement, a “Force Majeure Event” shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, winds, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides, tornadoes and other natural catastrophes; strikes, lockouts, labor or material shortage; or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority, a change in law or court order; provided, however, that any such discretionary acts, failure to act or orders of any kind by Government Aggregator may not be asserted as a Force Majeure Event by Government Aggregator. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Energy under this Agreement shall not constitute a Force Majeure Event unless Supplier has arranged for service on these systems at a level of firmness as required to provide the Full Requirements Retail Electric Supply agreed upon herein.

7.3 **Notification.** If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 8 **LIMITATION OF LIABILITY**

8.1 **LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING CUSTOMER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON A STATUTE, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN SECTION 4.3 AND ARTICLE 6 OF THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH SECTION 4.3 OR ARTICLE 6 PROVIDES THE EXPRESS REMEDY OR MEASURE OF DAMAGES, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR ALL OTHER PROVISIONS OF THIS AGREEMENT FOR WHICH NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PART, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

8.2 DISCLAIMER. SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF FULL REQUIREMENTS RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM CUSTOMERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties by Supplier.

9.1.1 Supplier hereby represents and warrants to Community as of the Effective Date as follows:

(i) Supplier is a company, duly formed, validly existing and in good standing under the laws of the State of Delaware;

(ii) Supplier has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within Supplier's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it;

(iv) This Agreement has been duly executed and delivered by Supplier, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Supplier enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) None of the documents or other written information furnished by or on behalf of Supplier to Community or Eligible Customers pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vi) No Bankruptcy is pending against it or to its knowledge threatened against it.

9.2 Representations and Warranties by Community.

9.2.1 Government Aggregator hereby represents and warrants to Supplier as of the Effective Date as follows:

(i) Community is duly authorized as the agent for the Participating Customers, as a duly authorized governmental aggregator;

(ii) Community has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within Community's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it. Neither the execution nor delivery by Community of this Agreement nor the consummation by Community of the

transactions contemplated hereby or thereby does or will result a breach or violation of the Agreement establishing Community's Aggregation Group, or its bylaws, or any material provision of the governance document related thereto;

(iv) This Agreement has been duly executed and delivered by Community, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Community, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and similar laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(v) Community is entering into this Agreement with a full understanding of all of the risks disclosed in this Agreement (economic and otherwise), and it is capable of assuming and willing to assume those risks;

(vi) None of the documents or other written information furnished by or on behalf of Community to Supplier pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vii) Community has the contractual right to enter into this Agreement, to contract with Supplier to supply Full Requirements Retail Electric Supply and Administrative Services to meet the obligations of its Aggregation Program Customers, and shall enforce its contractual agreements and rights.

ARTICLE 10 **CONFIDENTIAL INFORMATION**

10.1 **Confidential Information.** Any Confidential Information, as defined in Section 10.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall, to the extent permitted by Ohio law, be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

10.2 **Confidential Information Defined.** "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by

one Party (the “Disclosing Party”) to the other Party (the “Recipient”) regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient’s possession prior to disclosure by the Disclosing Party.

10.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter.

ARTICLE 11
MISCELLANEOUS

11.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and Attachment A shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

Energy Harbor LLC

City of Urbana

For Notices or Inquiries Regarding
this Agreement:

For Notices or Inquiries Regarding
this Agreement:

Director, Government Aggregation
Energy Harbor LLC
168 East Market Street
Akron, Ohio 44308

Director of Administration
205 S. Main St.
Urbana, OH 43078

Phone: 937-508-2301

11.2 Entire Agreement. This Agreement, including Attachment A hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

11.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the nonwaiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

11.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

11.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of Attachment A hereto, the provisions of Attachment A shall control.

11.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The 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 the remainder of this Agreement.

11.7 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld; provided, however, that such authorization may be withheld upon a reasonable determination that the proposed assignee does not have at least the same financial and technical abilities. Notwithstanding the foregoing, Supplier may, without the consent of Community or the Participating Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of Supplier; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Supplier. Upon an assignment pursuant to (b) or (c), Community and the Participating Customers agree that Supplier shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

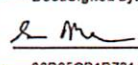
11.8 Intentionally omitted.

11.9 Recitals. The Parties agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

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

Energy Harbor LLC


Signed:  _____
DocuSigned by:
06D95CB1D731489...

Printed
Typed Name: Sam Morgan

Title: Director of Government Aggregations

Date: 9/9/2021

City of Urbana

Signed:  _____
DocuSigned by:
958CC771C2C54EE...

Printed
Typed Name: Kerry Brugger

Title: Director of Administration

Date: 9/9/2021

ATTACHMENT A:
Pricing and Other Conditions
to Retail Generation Service Offer

Attachment A to Master Agreement

Between

City of Urbana, Champaign County, Ohio and Energy Harbor LLC

Term:

Beginning with December 2021 meter read dates through December 2024 meter read dates

Pricing:

Opt-Out Program Option:

4.99 ¢ / kWh

Opt-In Program Option (100% Renewable – Source: National Wind):

5.56 ¢ / kWh

EDU:

AES Ohio

Eligible Rate Codes:

Residential, Commercial (below either 700,000 kWh annually or 100 kW peak monthly demand)

Mercantile Accounts: National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial and industrial accounts with annual usage over 700,000 kWh must "opt-in" to the program.

Termination Fee:

None

Administrative Services:

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls, in a timely and agreed upon fashion.
- File the required information for PUCO reports on behalf of the Community.
- Conduct supplemental opt-out mailings on a periodic basis.

Kerry Brugger

From: Jordan Haarmann <jordan.h@agellc.com>
Sent: Thursday, September 9, 2021 2:58 PM
To: Mike Barhorst; MCundiff@sidneyoh.com; Kerry Brugger; Steve Willman; Ryan Delk; bstahler@ci.bellefontaine.oh.us; Wes Dodds; 'admin (admin@villageofannaoh.com)'; fiscal@villageofannaoh.com; administrator@covington-oh.gov; admin@ansoniaohio.us; administrator@botkinsohio.com; administrator@russiaoh.com; terence.daugherty@gmail.com; rlooker@bradfordoh.com; villageclerk@bradfordoh.com; ethomas@hometowncable.net; Sheridan, Jeff; Herron, Ben; newberrytwp@windstream.net; jeffvlfo@yahoo.com; I_houchin81@hotmail.com; administrator@degraffoh.com; rdiller@fortrecovery.org; quincyvillage@yahoo.com; tracy.johnson.lockington@gmail.com; Tony Schmitmeyer; Stephanie Orsborne; Cassandra Staley
Cc: Jeff Haarmann; Ross Calliott
Subject: All Contracts Back for Electric Aggregation!

Everyone,

Thank you so much for all your help and assistance throughout this contract renewal process, as well as your trust in AGE to put your residents in the best positions possible for the years to come. This is the group that led AGE to being as active in Ohio as we have become over the years. We hold a special place for this group and the relationships built over the years with each of you – not to mention how blown away I am every time I revisit the region!

We have all the agreements back from the communities, and I believe everyone should have a countersigned agreement back from Energy Harbor at this point as well. If you haven't seen that yet, reach out and I will be sure you get one.

Next week I will send out a detailed schedule of next steps in the transition process from moving the aggregations from Dynegy to Energy Harbor later this year. We'll have a new opt-out period coming which will include current aggregation participants plus any newly eligible households and small businesses.

Cheers to everyone! Thank you again. We look forward to leading a smooth transition process in the months to come.

Jordan Haarmann

VP of Procurement

(618) 203-8328

jordan.h@agellc.com



ORDINANCE NO. 4551-21

AN ORDINANCE MODIFYING THE MEASUREMENT OF SEWER CHARGES AND USER CHARGES BASED ON THE METERED CONSUMPTION OF WATER, AND DECLARING AN EMERGENCY.

WHEREAS, historically sewer service and user charges were measured by a rate calculated per 100 cubic feet; and

WHEREAS, the City of Urbana concluded that as such charges are based on the users' consumption of water, which is measured in gallons, that the users' sewer service and user charges shall also be measured in gallons; and

WHEREAS, a conversion of cubic feet to gallons is now made in Chapter 931.15 SCHEDULE OF CHARGES AND FEES, evident in the chart below in Section 1; and

WHEREAS, City Council has duly reviewed, considered and determined to be proper this conversion, and noted that no increase in rate has occurred since 2016, and which is still the current rate;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Urbana, Ohio, a majority of the members of Council present concurring, that the following shall be in effect October 1, 2021:

Section 1.

931.15 SCHEDULE OF CHARGES AND FEES.

The following are hereby fixed as fair, proportional, and reasonable rates for sewer service charges and user charges based on the metered consumption of water. All users discharging waste to the sewage collection system shall be billed for wastewater treatment services, including governmental or institutional users such as schools, municipal utilities, or other public buildings.

(a) Base Charges \$11.76 per Month for Debt Service and Capital Overlay:

Effective October 1, 2021:

<u>Volume Charge</u>	<u>2014 Total Rate (per 100 Cubic Feet)</u>	<u>2015 Total Rate (per 100 Cubic Feet)</u>	<u>2016 Total Rate (per 100 Cubic Feet)</u>	<u>2021 Total Rate (Per Gallon)</u>
Domestic	\$3.66/Ccf	\$3.93/Ccf	\$4.24/Ccf	\$0.005668
Commercial	\$4.58/Ccf	\$4.92/Ccf	\$5.31/Ccf	\$0.007098
Industrial	\$3.74/Ccf	\$4.02/Ccf	\$4.34/Ccf	\$0.005802

(b) Volume User Charge (Available Only in the City):

	(2014)	(2015)	(2016)	(2021)
	Rate per 100 Cubic Foot			Rate Per Gallon
Volume Charge (unit=100c.f.)				
4,000 or less units	\$3.74	\$4.02	\$4.34	\$0.005802
4,001-8,000 units	\$2.46	\$2.64	\$2.86	\$0.003823
8,001-16,000 units	\$1.76	\$1.89	\$2.04	\$0.002727
16,001 or more units**	\$1.76	\$1.89	\$2.04	\$0.002727

(**Usage must be pre-approved by WWTP Superintendent)

(c) Service for Debt Service and Capital Outlay.

(1) Biochemical oxygen demand:	\$37.96 per 100 pounds.
(2) Suspended solids:	\$23.06 per 100 pounds.
AS DETERMINED IN 931.14	
(3) Oil and Grease:	\$7.24 per pound.

(d) Industrial Waste Surveillance Monthly Charges:

(1) Categorical industry:	\$200.00
(2) Non-categorical industry:	\$100.00

(e) All rates for users outside the City shall be two hundred percent (200%) of the total service for operation, maintenance, and replacement.

(f) Annual Review of Charges. The sewer service charge and user charges shall be reviewed annually by the City in order to determine whether or not they are sufficient to defray the fixed charges, amortization costs, and annual cost of operation and maintenance of the sewerage system. If the difference between the total annual revenue derived and the total annual cost is sufficient to justify an increase or decrease in the sewer service charge or user charges, the City will adjust the rates as required. The purpose of the annual review is also to maintain a proportional user charge. Each user shall be notified at least annually, in conjunction with a regular bill, of the rate and that portion of the sewer service charge attributable to operation, maintenance and replacement costs of wastewater treatment services. (Ord. 4402. Passed 7-9-13.)

Section 2. That the clerk of the Urbana City Council is hereby authorized and directed to cause notice of passage of this Ordinance to be published in the manner provided by law.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the

public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Ordinance is hereby declared an emergency measure as it relates to addressing public health, safety and welfare and shall become effective immediately upon its passage.


Council President

PASSED: _____

ATTEST: _____
Clerk of Council

This resolution approved by me this ____ day of _____, 2021.

Mayor

Department requesting: Sewer		Personnel: C. Hall	Director of Law review
Expenditure? Y (N)	Emergency? (Y) N	Public Hearing? Y (N)	
Readings required: (1) 2 3		If yes, dates advertised:	
First reading date: 9/21/2021	Second reading date: NA	Third/Final reading date: NA	

Anticipated effective date if passed: 9/22/2021