



## **Board of Trustees Meeting**

7:00 p.m. Monday, October 7, 2019

Please silence cell phones and electronics

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **WELCOME**

The purpose of this meeting is to conduct the business of Bath Township. At the end of the meeting there will be time for citizen comment.

### **APPROVAL OF AGENDA**

### **MOTION TO APPOINT FISCAL OFFICER PRO TEMP**

#### **FISCAL OFFICER Sharon A. Troike**

1. Motion to approve requisitions and regular purchase orders 2019-41353 through 2019-41517 and payments totaling \$172,861.64. **Roll Call.**
2. Motion to approve intra-fund transfers in the amount of \$21,000.00
3. Correspondence, Commission, and Committee logs are available for public view.

### **DEPARTMENT HEADS AND ADMINISTRATORS**

#### **Police Chief Vito F. Sinopoli**

##### **Report / Recommendations**

1. Motion to approve the purchase order requisition to Axon (for year 3 of 5) for the annual Taser contract in the amount of \$6,050.00.
2. Motion to approve the purchase order requisition to Biometric Information Management for the annual one-year technical support/service contract for the fingerprint system in the amount of \$2,150.00. The digital fingerprint machine was purchased in the Fall of 2017 and came with a one-year service agreement. From this point forward, we will be responsible for continuing this service agreement and the renewal rate may increase at the discretion of the company at any time.

#### **Interim Fire Chief Rob Campbell**

##### **Report / Recommendations**

1. Motion to enter into a contract with EMSAR in the amount of \$1,575.00 for annual preventative maintenance and service for three Stryker cot and load systems and three stair chairs.

#### **Service Director Caine Collins**

##### **Report / Recommendations**

1. Motion to accept the resignation of seasonal employee, Brice Miller, effective September 29<sup>th</sup>, 2019.



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- 2. Motion to accept the resignation of seasonal employee, Morgan Buchanan, effective September 30<sup>th</sup>, 2019.

**Park Director/Assistant Service Director Alan Garner**

**Report / Recommendations**

- 1. Motion to pay Jenco Construction \$49,521.14 for the Bath Community Park parking lot expansion. This includes the original contract amount of \$43,872.00 and a change order request in the amount of \$5,649.14 for the 11 additional parking spaces added on during construction.

**Planning Director / Zoning Inspector William Funk**

**Report / Recommendations**

**Administrator Vito F. Sinopoli**

**Report / Recommendations**

- 1. Motion to accept the resignation of Jan Schutte-Reed, Part-time Receptionist/Customer Service Specialist, effective December 31, 2019.
- 2. Motion to advertise for Part-time Receptionist/Customer Service Specialist during the period of October 8, 2019 through October 25, 2019. Applications are due by 4:00 p.m. on October 25, 2019 and can be found on the township’s website at [www.bathtownship.org](http://www.bathtownship.org)
- 3. Motion to enter into a five-year service agreement with Revize, LLC. for website services in the amount of \$12,700.00 and an annual service fee of \$2,700.00.
- 4. Motion to enter into a proposal for potential improvements at the Traffic Triangle (Revere Rd. and Yellow Creek Rd.) with Don Drumm Studios in the amount not to exceed \$500.00.
- 5. Resolution 2019-28 Residential ESID

**TRUSTEES Elaina Goodrich, James Nelson, and Becky Corbett**

- 1. Motion to appoint the North Fork Yellow Creek Committee members: Alan Garner (Park Administrator), Bob Lang, Chris Parsons, Dan Nelson, Dave Carlos, Don Corbett, Elaina Goodrich (Trustee), Ivan Hack, Jack Woodyard, Jeff Kerr, Jenny Elzemeyer, Kathy Sidaway, Lara Roketenetz, Marci Fredrick, Michael Sternasty, Nikki Jason, Richard Bradner, Robin Christensen, and Sue Klein.

**FUTURE TRUSTEE MEETINGS AND EVENTS**

Wednesday, October 9, 2019	Heritage Corridors	TCR
Thursday, October 10, 2019	Zoning Commission	TMR
Friday, October 11, 2019	Bath Attractions	
<b>Monday, October 14, 2019</b>	<b>Offices Closed - Columbus Day</b>	
<del>Monday, October 14, 2019</del>	<del>Trustee Work Session</del>	<del>TCR</del>



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Tuesday, October 15, 2019	Board of Zoning Appeals	TMR
Monday, October 21, 2019	Trustee Work Session	TCR
Monday, October 21, 2019	Water and Sewer Board	TCR
Monday, October 21, 2019	Board of Trustee Meeting	TMR
Monday, October 28, 2019	Trustee Work Session	TCR
Tuesday, October 29, 2019	Community Garden “End of the Year”	TMR

**TCR**-Trustees Conference Room (Administrative Offices)

**TMR**-Trustees Meeting Room, lower level, Bath Center

**COMMUNITY EVENTS**

October 12 <sup>th</sup> , 2019	Fall into Nature	BNP
October 12 <sup>th</sup> , 2019	Steeplechase 8k/Family Fun Run	BCP
October 27 <sup>th</sup> , 2019	Halloween Party/Haunted Jail	BFD/BPD
Ongoing	Honoring Bath Veterans Exhibit	HBTH

**HBTH**-Historic Bath Town Hall

**BNP** – Bath Nature Preserve

**BCP** – Bath Community Park

**BFD** – Bath Fire Department

**BPD** – Bath Police Department

**CITIZENS’ COMMENTS**

*Citizens must be recognized by the President of the Board of Trustees prior to speaking.*

*Citizens will identify themselves by name and address.*

*Citizens’ comments will be limited to 5 minutes each.*

*Citizens’ comments must be addressed to the Board.*

*A citizen is called out of order twice. He or she will then be asked to leave.*

**COMMITTEE REPORT**

**ITEMS OF INTEREST**

**THANK YOU FOR ATTENDING / ADJOURNMENT (time)**

Intra Fund Transfer  
October 7, 2019

	A	B	C	D	E
1	<b>Meeting</b>	<b>Fund</b>	<b>From</b>	<b>To</b>	<b>Amount</b>
2	October 7, 2019	Road & Bridge	Contingency	Road Materials	\$10,000.00
3		Police	Contingency	Wages Overtime - Dispatch	\$7,000.00
4		Fire	Promotional Exam	Equipment	\$4,000.00
5					
6	<b>TOTAL</b>				<b>\$21,000.00</b>

**BATH TOWNSHIP BOARD OF TRUSTEES  
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
9/18/19	Andrew, Jeff	Historical Sign Markers	Trustee Corbett/Heritage Corridors Chairperson
9/19/19	Ray, Nicholas	Survey of Sunoco Pipeline at 1615 N Cleveland Massillon Rd.	Board of Trustees
9/19/19	Ray, Nicholas	Survey of the Sunoco Pipeline at the Bath Nature Preserve	Board of Trustees
9/21/19	Vittum, John	Correspondence regarding cost of Wayside Exhibit Landscape project.	Trustee Goodrich
9/23/19	Mayor Samuel Alai	Letter of support to the fill an upcoming vacant seat on the Northeast Ohio Regional Sewer District Board.	Board of Trustees
9/23/19	Vittum, John	Material costs for the Wayside Exhibit Landscape project	Trustee Goodrich
9/25/19	Boley, Timothy	W. Bath Road School Zone Extension	Bath Township
9/28/19	Lang, Robert	Letter of interest to serve of the North Fork Yellow Creek Preserve committee.	Trustee Goodrich
9/29/19	Miller, Brice	Letter of resignation from part-time seasonal service employee	Service Director – Caine Collins
9/30/19	Buchanan, Morgan	Letter of resignation from part-time seasonal service employee.	Service Director – Caine Collins

9/30/19	Schutte-Reed, Jan	Letter of resignation from part-time receptionist/customer service specialist.	Board of Trustees/Administrator
10/01/19	Fredrick, Marci	Letter of interest to serve on the North Fork Yellow Creek Preserve committee.	Trustee Goodrich

**BOARD, COMMISSION, AND COMMITTEE LOG**

RECEIVED FROM

Chief of Police Report  
Vito F. Sinopoli  
October 7, 2019

Trainings:

Officer Reilly – Narcotics Related Financial Investigations September 9-11, 2019

Officer Houser – Alcohol and Drug Testing September 17-18, 2019

Detectives Lance, Munsey and Chief Sinopoli – The 4<sup>th</sup> Annual Conference on Responding to the Needs of Victims September 20, 2019

Other Highlights:

Chief Sinopoli had the opportunity to hear from Attorney General, David Yost, at the recent Summit County Chief's Association meeting on September 10, 2019.

Detective Gabel was recognized at the U.S. Marshal's Award Ceremony held at the Canton Hall of Fame September 12, 2019. He has been a member of the Task Force since its inception in 2003.

Detective Gabel had the opportunity to talk with the staff at Old Trail School on September 25, 2019 regarding protocol and procedures to follow during a school lockdown. The staff was given the opportunity to ask questions about possible threat scenarios.

Community Engagement

The department was gifted on September 11<sup>th</sup> with snacks and a very clever thank you note from a family in the community. Officers were appreciative.

Lowe's Home Improvement Store made a generous donation of Halloween décor that will be used for our Annual Haunted Jail on October 27, 2019. The department is gearing up to spook the public from 6 to 8 p.m. on that date.

Other News:

Thanks to the efforts of Steven Tayerle, Communication Specialist, the Bath Dispatch Center was approved to use the website-based portal, RapidSOS. This is a free service to public safety agencies and allows dispatch to track the location of 9-1-1 callers. The portal is used throughout the United States and we feel this will add to and enhance our ability to handle 9-1-1 emergency calls that come through our center.

September Statistics:

All calls for service totaled 1080 for the month of September. Community policing constitutes 43% of all calls. The number of traffic stops were 177 and traffic accidents accounted for 3% for the month. Alarm drops represented a 2% decrease from August; this month there were 52 calls.

There was 1 burglary, 1 robbery, 0s sexual assaults recorded. Booking charges for OVI were 2 and 3 for theft.

Of significant interest, there was a bank robbery that occurred at the Citizen's Bank inside the Acme Fresh Market in Montrose on Friday, September 27, 2019. A man with a disguise approached one of the tellers with his demand. A person of interest has been identified as the suspect and charges are pending.

Revere High School was closed on Monday, September 30, 2019 due to a posting of a social media alleged threat of potential violence that appeared on Instagram over the previous weekend. Detective Gabel spent an exhaustive amount of time locating the source of the posting as well as talking to those students who viewed and reposted the alleged threats. It was determined that the pictures were of a non-lethal weapon and the matter is still under investigation at this time.

### Recommendations:

Motion to approve the purchase order requisition to Axon for Year 3 of 5 for the annual Taser contract in the amount of \$6,050.00.

Motion to approve the purchase order requisition to Biometric Information Management for the annual one-year technical support/service contract for the fingerprint system in the amount of \$2,150.00. The digital fingerprint machine was purchased in the Fall of 2017 and came with a one-year service agreement. From this point forward, we will be responsible for continuing this service agreement and the renewal rate may increase at the discretion of the company at any time.



To: Bath Township Trustees  
Bath Administrator: Vito Sinopoli

From: Robert Campbell, Interim Fire Chief

Date: October 7, 2019

SEPTEMBER 2019 CALLS

Station #1	Fire-28	EMS-38	Total -66
Station #2	Fire-08	EMS-36	Total -44
Both Stations	Fire-05	EMS-03	Total -08
Totals	Fire-41	EMS-77	Total -118

Yearly total: 1,114 TOTAL CALLS  
FIRE-337  
EMS-777

Total Transports =50  
Mutual Aid Given =6  
Mutual Aid Received =0  
Automatic Aid Given =4  
Automatic Aid Received =1

TRAINING:	CLASS HOURS
General Building Walk Through	1
Pediatrics in General	3.5
Tactical EMS	2
Water Supplies	1
Trench Rescue	4
TOTAL HOURS	<hr/> 11.5

INSPECTIONS:	
Plan Review-Fire Alarm	2
Plan Review-Sprinkler System	2
Re-Inspection	4
Restaurant Inspection	2
General Inspection	50
Knox Box	7
Fire Drill	3
Tornado Drill	1
Home Inspections	2
Consultation	7
Tent Permit	2
TOTAL INSPECTION	<hr/> 82

PUBLIC EDUCATION:

9/17/19 - Arden Courts	1.5
9/26/19 - Brookdale Senior Living	2.0

TOTAL HOURS	<hr/> 3.5
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REPORTS:

Nothing to report at this time.

RECOMMENDATIONS:

1. Recommendation to enter into a contract with EMSAR in the amount of \$1,575.00 for annual preventative maintenance and service for three Stryker cot and load systems and three stair chairs.

**BATHFIRE**

**Aid Responses by Department (Summary)**

**Alarm Date Between {09/01/2019} And {09/30/2019}**

<b>Type of Aid</b>	<b>Count</b>
<b>CFD Copley Fire Department</b>	
Mutual aid given	2
	<hr/>
	2
<b>FFD Fairlawn Fire Dept</b>	
Mutual aid given	1
Automatic aid given	1
	<hr/>
	2
<b>RFD Richfield Fire Department</b>	
Automatic aid received	1
Mutual aid given	3
Automatic aid given	3
	<hr/>
	7

# Facility Destination Summary

## UH - Bath Fire Dept

Agency: UH - Bath Fire Dept | Service Date: From 09/01/2019 Through 09/30/2019

Cleveland Clinic - Medina Hospital			10.0%
Transport From	Runs	% of Runs	
Not Entered	5	100.0%	
<b>Total:</b>	<b>5</b>	<b>100%</b>	

  

Barberton Citizen's Hospital			2.0%
Transport From	Runs	% of Runs	
Not Entered	1	100.0%	
<b>Total:</b>	<b>1</b>	<b>100%</b>	

  

Akron General Medical Center			30.0%
Transport From	Runs	% of Runs	
Not Entered	15	100.0%	
<b>Total:</b>	<b>15</b>	<b>100%</b>	

  

Akron General Medical Center - West			32.0%
Transport From	Runs	% of Runs	
Not Entered	16	100.0%	
<b>Total:</b>	<b>16</b>	<b>100%</b>	

  

Akron City Hospital			22.0%
Transport From	Runs	% of Runs	
Brookdale Senior Living	1	9.1%	
Not Entered	10	90.9%	
<b>Total:</b>	<b>11</b>	<b>100%</b>	

  

Children's Hospital - Akron			4.0%
Transport From	Runs	% of Runs	
Not Entered	2	100.0%	
<b>Total:</b>	<b>2</b>	<b>100%</b>	

  

UH - Bath Fire Dept Totals :			100%
	<b>50</b>	<b>100%</b>	

**SERVICE DIRECTOR Caine Collins**  
AGENDA FOR THE TRUSTEE MEETING 10-7-2019

**Buildings and Grounds:**

Historic Town Hall: No new business to report.  
Bath Center Building: No new business to report.  
Ira Road Facilities: No new business to report.  
Service Building: No new business to report.

**Roads Report:**

Service Crew September Report

Resident Service Requests received: 30  
Resident Service Requests resolved: 31  
Township Service Requests received: 2  
Township Service Requests resolved: 2  
Ditching: 406'  
Drive Culvert: 2  
Asphalt Apron: 7  
Approx. Asphalt Tons Used: 76.59  
Road Culvert: 1  
Catch Basin: 5  
Road Signs Installed: 8

Miscellaneous: Vehicle/Truck Maintenance & Repairs; Shop Repairs, Building Repairs; Cemetery Maintenance; Brush & Tree Removal; Roadside Mowing; Dead Animal Removal from Roadways; Address Markers Installation; Asphalt, Sinkhole, and Pothole Repairs; Roadside and Project Restorations; and Grounds Maintenance.

Training:

Ohio LTAP Snow & Ice Control, and Summit County Safety Council Wellness Seminar.

**Cemetery Report:**

Moore's Chapel Cemetery – 1 Full Burial and 1 Cremation Burial

**Recommendations by the Service Director:**

1. Motion to accept the resignation of seasonal employee, Brice Miller, effective September 29<sup>th</sup>, 2019.
2. Motion to accept the resignation of seasonal employee, Morgan Buchanan, effective September 30<sup>th</sup>, 2019.

Brice Miller

312 Trunko Rd

Fairlawn, Ohio, 44333

9/29/19

Bath Township Service Dept.

3864 West Bath Rd.

Bath, Ohio, 44210

Dear Caine Collins

I would like to inform you of my resignation from the Service Dept. of Bath Township, for September 29<sup>th</sup> 2019. I appreciate the opportunities you gave me, and I have enjoyed my time here, and would like to say thank you for allowing me to come back another season. I look forward to reapplying for next year.

A handwritten signature in black ink that reads "Brice Miller". The signature is written in a cursive style with a large initial "B".

Brice Miller

## Beth Reinart

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**From:** Caine Collins  
**Sent:** Tuesday, October 01, 2019 12:34 PM  
**To:** Beth Reinart  
**Subject:** FW: Resignation Letter

-----Original Message-----

**From:** Morgan Buchanan <mbuchanan99@icloud.com>  
**Sent:** Monday, September 30, 2019 8:21 PM  
**To:** Caine Collins <ccollins@BathTownship.org>  
**Subject:** Resignation Letter

To whom it may concern,

I am resigning from my position at the Bath Township service department , effective immediately. Thank you for giving me the opportunity to work for the township. I learned a lot and enjoyed my time there. My reason for leaving is to return to college.

Thank you,

Morgan Buchanan

Sent from my iPhone

**PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner**  
AGENDA FOR THE TRUSTEE MEETING 10/7/2019

**General Park Information:**

Park personnel checked and inspected the trails and playgrounds.

Park personnel performed general grounds maintenance duties in all parks.

Training this month for park personnel included CDL training and a Snow & Ice Control seminar.

**Bath Baseball Park:**

For the month of September, the ballfields were playable 100% of the time. Our records show there was precipitation on 8 days in September, with an approximate total of 1.04 inches. In 2018, we had a playability of 70% for the month.

Park personnel spent approximately 11 hours performing field maintenance duties for the month.

Park personnel trimmed the vegetation along the boardwalk and other areas of the park.

Lewis Landscaping and Nursery, Inc. have begun the infield renovations on fields three, five, and eight.

**Bath Community Park:**

Jenco Construction completed the construction of the parking lot expansion, the new parking areas were chip and sealed, and the entire park was striped.

**Bath Hill Park:**

Park personnel trimmed the vegetation along the Revere Woods Trail and other areas of the park.

Park personnel painted all the bollards along the parking lot with assistance from a volunteer.

**Bath Nature Preserve:**

Park personnel spent approximately 12 hours mowing the trails and the over-flow parking areas for the month.

Park personnel spent approximately 12 hours trimming the vegetation around all signs, benches, and fencing for the month.

R.B. Stout, Inc. have begun the mowing of the open fields.

Park personnel removed the switchback fence along the North Fork trail and Fisher Fence, Inc. have begun installing the new split rail fence. This project is partially funded through a 2019 Summit County Community Grant.

**Recommendations:**

1. Recommendation to pay Jenco Construction \$49,521.14 for the Bath Community Park parking lot expansion. This includes the original contract amount of \$43,872.00 and change order number one in the amount of \$5,649.14 for the 11 additional parking spaces added on during construction.



To: Board of Trustees, Fiscal Officer, Administrator, Executive Assistant  
From: William Funk Planning Director/Zoning Inspector  
Date: October 1, 2019  
Re: Zoning Report for the month of September

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#### Permits

During the month 12 zoning permits were issued in the following categories:

Accessory Structure	4
Sign	3
Fence	2
Residential Addition	1
Swimming Pool	1
Subdivision	1

#### Zoning Commission

September 12, 2019 Zoning Commission did not meet.

#### Appearance Review Commission

September 3, 2019, the Appearance Review Commission reviewed the following cases:

ARC 19-17, Jerry Kusar of R.B. Stout, Inc., approved the proposed monument sign change for R. B. Stout at 1285 N. Cleveland Massillon Rd., located in the R-2.

ARC 19-19, Tim Ruzic of FMD Architects for Grace Church, preliminary review of a proposed sports complex and multi-purpose rooms for Grace Church at 754 Ghent Rd., located in the R-2.

ARC 19-20, Brad Busson of Circle K Great Lakes, tabled the proposed storage accessory structure for Circle K at 1949 N. Cleveland Massillon Rd., located in the B-5.

ARC 19-21, Michael Mockler of Signmaster for Heritage Crossings., approved the proposed monument sign change for Heritage Crossings, at 251 N. Cleveland Massillon Rd., located in the B-4.

#### Board of Zoning Appeals

September 24, 2019, the Board of Zoning Appeals heard the following cases:

BZA 19-21, Thomas Giltner of Stonemill Real Estate, approved conditional use requests for a restaurant and outdoor dining. Approved variance requests to exceed the maximum permitted square footage, for a reduction in the front yard setback, for a reduction in the required open space, for a reduction in the minimum streetscape buffer, and for a reduction in the front yard parking setback for a mixed-use development at 1070/1050 Ghent Rd., located in the B-1.

BZA 19-23, David Smith, approved a variance request to exceed the permitted square footage size and to encroach upon the riparian setback and approved a conditional use to construct upon the steep slope setback for an accessory structure at 2727 N. Revere Rd., located in the R-2.

BZA 19-24, Ed Kuchar, denied a variance request for a reduction in the minimum lot size for a lot reconfiguration at 4323 W. Bath Rd., located in the R-2.

BZA 19-25, Brad Busson of Circle K Great Lakes, approved a variance request for a reduction in the required setback from the principal building for an accessory structure at Circle K at 1949 N. Cleveland Massillon Rd., located in the B-5.

BZA 19-26, Joseph Platten, approved a variance request to exceed the permitted square footage for an accessory structure at 2141 Majesty Ct., located in the R-2.

BZA 19-27, Lisen Ren of RG Foot Spa, approved a variance request to exceed the allowed total gross floor area for a personal service establishment for RG Foot Spa at 87 Springside Dr., located in the B-3.

Solid Waste	
New Customers	8
Canceled Customers	11
Vacation/Suspended Customers	14
Total Customers	3,280 (215 Garage Door Customers)

Bath Township utilizes GPS Insight to track our trash trucks.

Online bill payments for Solid Waste are available through Bath Township's Website on the Solid Waste Page.

Simple Recycling collected 2,742 lbs. of textile recycling products in the month of August.

Miscellaneous  
None

Recommendations  
None

## **Administrator's Report**

October 7, 2019

### **Report:**

As an update to the North Fork Yellow Creek Preserve property at 4400 Everett Rd., a phase 1 (ESA) environmental site assessment was prepared by Brownfield Restoration Group LLC. as part of the purchase review process. The evaluation is required under the terms of the OPWC- Clean Ohio grant and is considered during the final stages of the process. The township continues to work closely with Trust for Public Land in finalizing the purchase of the property and the ESA is used to determine the presence or likely presence of (REC) Recognized Environmental Conditions.

### **Recommendations:**

Motion to accept the resignation of Jan Schutte-Reed, Part-time Receptionist/Customer Service Specialist, effective December 31, 2019.

Motion to advertise for Part-time Receptionist/Customer Service Specialist during the period of October 8, 2019 through October 25, 2019. Applications are due by 4:00 p.m. on October 25, 2019 and can be found on the township's website at [www.bathtownship.org](http://www.bathtownship.org)

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Motion to enter into a proposal for potential improvements at the Traffic Triangle (Revere Rd. and Yellow Creek Rd.) with Don Drumm Studios in the amount not to exceed \$500.00.

Resolution 2019-28 Residential ESID

☞ JLS-R ☞

September 30, 2019

Dear Trustees and Vito,

Since February 2007, I have experienced the most rewarding and occasionally the most frustrating times, answering questions from our residents and helping them in any way I was able. The easy ones were enjoyable; the difficult residents were trying, but I believe that I always treated everyone with equal respect. Serving Bath Township in this capacity has been an overall rewarding position and I have enjoyed my time here.

However, I now find myself to be very tired and weary of the job and all its aspects. I will be resigning/retiring effective December 31, 2019. During my retirement, I look forward to some meaningful volunteer positions as an encore.

I wish the best for my "work family" and my township.

Sincerely,



Jan Schutte-Reed



The Government Website Experts

## Revize Web Services Sales Agreement

This Sales Agreement is between Bath Township, Summit County, Ohio ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 9-25-19

<b>CLIENT INFORMATION:</b>		<b>REVIZE LLC:</b>
Company Name:	<u>Bath Township, Summit County</u>	Revize Software Systems
Company Address:	<u>3864 W. Bath Road</u>	150 Kirts Blvd., Suite B
Company Address 2:	_____	Troy, MI 48084
Company City/State/Zip:	<u>Akron OH 44333</u>	248-269-9263
Contact Name:	<u>Jena Stasik jstasik@bathtownship.org</u> <u>330-666-4007</u>	
Billing Dept. Contact:	<u>Jena Stasik jstasik@bathtownship.org</u> <u>330-666-4007</u>	
Client Website Address:	<u><a href="http://www.bathtownship.org/">http://www.bathtownship.org/</a></u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1 – Project Planning and Analysis, onetime fee:	\$600
1	Phase 2 – Discovery & Design from scratch - One concept, three rounds of changes, home page template and inner page design and layout, includes Responsive Web Design.	\$1,500
1	Phase 3 & 4 – Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications and CMS module updates, onetime fee:	\$3,600
1	Phase 5 – Quality Assurance Testing, onetime fee:	\$900
1	Phase 6 – Site map development/content reorganization and migration from old website into new website including spell checking and style corrections – up to 210 webpages and 1,133 documents (approximate amount on your website today). To help reduce stale content, Revize will not move over any calendar events or agendas older than one year old.	\$1,700
1	Phase 7 – Content Editing/Administrator Training, one-day session, remote, onetime fee:	\$1,600
1	Phase 8 – Go Live, onetime fee:	Included
1	Revize Annual Fee, pre-paid: Includes Unlimited Tech Support, CMS software updates (5 users), security software updates, SSL security certificate, and website health checks. Website hosting Included free of charge (30 GB storage space, 100GB month bandwidth limit) with pre-paid annual fee:	\$2,800
<b>Grand Total</b>		<b>\$12,700</b>

Five-year agreement with free website design refresh during year five. Revize requires a check for \$9,525 to start this Initiative. Remaining balance due upon website delivered for content editor training or the first year anniversary of the kick off meeting, whichever comes first. Annual services and website hosting start the day of the Kick Off project meeting. For project timeline and details please refer to our proposal dated 9-17-19.

### Terms:

1. *Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.*
2. *Additional content migration, if requested, is available for \$3 per web page or document.*
3. *This Sales Agreement is the only legal document governing this sale.*
4. *Both parties must agree in writing to any changes or additions to this Sales Agreement.*
5. *This Sales Agreement is subject to the laws of the State of Michigan.*
6. *Pricing expires in 30 days.*

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person: \_\_\_\_\_

Name of Authorized Person: \_\_\_\_\_

Title of Authorized Person \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Joseph J. Nagrant

Business Development Director

\_\_\_\_\_

Please sign and return to:

Joseph J. Nagrant

Fax 1-866-346-8880

## The Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for government websites.

The applications and features are categorized into:

- **Citizen's Communication Center Apps**
- **Citizen's Engagement Center Apps**
- **Staff Productivity Apps**
- **Site Administration and Security Features**
- **Mobile Device and Accessibility Features**

### **Citizen's Communication Center Apps**

- Home Page Alert
- E-Notification Center with Text/Email Alerts
- Document Center with anticipative search
- FAQs with anticipative search
- News Center with Facebook/Twitter Integration
- "Share This" Social Media App
- Online Web Forms
- Online Fill-able Forms App
- Photo Galleries
- Quick Link Buttons
- Revize Web Calendars
- Sliding Feature Bar
- Language Translator

### **Citizen's Engagement Center Apps**

- Citizen Request Center with Captcha
- **Multi-use Listing Directory with picture, phone, email, Google navigator**  
example: [https://www.largo.com/facilities\\_directory/index.php](https://www.largo.com/facilities_directory/index.php)
- Online Bill Pay via Revize Partner
- RSS Feed

### **Staff Productivity Apps**

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Bid Posting Management System via Vendor Registry
- Online Web Form Builder
- Website Content Archiving
- Website Content Scheduling

## **Site Administration and Security Features**

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics

## **Mobile Device and Accessibility Features**

- ADA Compliant WCAG 2.1
- ADA Accessibility Widget
- Responsive Website Design (RWD) for great mobile phone viewing

## Service Level Agreement

### Revize Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues, determined by Revize, are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until this error is resolved, the website is essentially halted. A large number of users and or core program functionality are severely impacted.

Critical issues are defined as website errors that are an inconvenience, or causes a inconsistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but the ser would eventually want changed.

### Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

### Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual



## **BATH TOWNSHIP BOARD OF TRUSTEES**

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 7<sup>TH</sup> DAY OF OCTOBER, 2019 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 7:00 PM IN THE TRUSTEES MEETING ROOM AT 3864 W. BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

Mrs. Corbett presented the following Resolution and moved its adoption.

### **RESOLUTION NO. 2019-28**

**A RESOLUTION APPROVING THE AKRON-SUMMIT COUNTY ENERGY SPECIAL IMPROVEMENT DISTRICT RESIDENTIAL PROGRAM PLAN; AUTHORIZING AND APPROVING THE EXECUTION, DELIVERY, AND PERFORMANCE OF A TOWNSHIP RESIDENTIAL PACE COOPERATIVE AGREEMENT WITH RESPECT TO PROPERTY ASSESSED CLEAN ENERGY TRANSACTIONS IN COOPERATION WITH THE AKRON-SUMMIT COUNTY ENERGY SPECIAL IMPROVEMENT DISTRICT AND THE TOLEDO-LUCAS COUNTY PORT AUTHORITY; AUTHORIZING TOLEDO-LUCAS COUNTY PORT AUTHORITY TO APPROVE PETITIONS AND PLANS FOR PUBLIC IMPROVEMENTS OR PUBLIC SERVICES SUBMITTED BY OWNERS OF REAL PROPERTY WITHIN THE TOWNSHIP REQUESTING THAT THEIR PROPERTY BE ADDED TO THE TERRITORY OF THE AKRON-SUMMIT COUNTY ENERGY SPECIAL IMPROVEMENT DISTRICT AND ASSESSED FOR THE COSTS OF SUCH PLANS ON BEHALF OF THE BOARD OF TRUSTEES OF BATH TOWNSHIP.**

**WHEREAS**, as set forth in the Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to include their properties within energy special improvement districts (ESIDs) upon a petition to a municipal corporation or township; and

**WHEREAS**, ESIDs are voluntary organizations of municipal corporations, townships and property owners who undertake special energy improvement projects that benefit real property and finance those special energy improvement projects through voluntary special assessments; and

**WHEREAS**, the [Akron, Barberton, Bath Township, Copley Township, Coventry Township, Cuyahoga Falls, Fairlawn, New Franklin, Norton, Springfield Township, Tallmadge Energy Special Improvement District, Inc.] doing business under the registered trade name Akron-Summit County Energy Special Improvement District, Inc. (the "District") has been duly created and is validly existing pursuant to the laws of the State of Ohio, and Bath Township is a "participating political subdivision" of the District in accordance with Ohio Revised Code Section 1702 and 1710 as an ESID; and

**WHEREAS**, the Township has determined to develop the Akron-Summit County Energy Special Improvement District Residential Program Plan as a proposed plan for public improvements and public services under Ohio Revised Code Chapter 1710, substantially in the form attached to and incorporated into this resolution as **Exhibit A** (the Residential PACE Plan), and any petitions by the owners of residential real property located within the boundaries of the Township for special assessments to finance the costs of special energy improvement projects on their properties shall be considered, and, if approved, implemented, under and subject to the terms and conditions of the Residential PACE Plan; and

**WHEREAS**, the Residential PACE Plan sets forth the terms and conditions under which the Township and District will facilitate the financing of special energy improvement projects on residential real property located within the Township and the District; and

**WHEREAS**, in order to provide for the efficient implementation of the Residential PACE Plan, the Development Finance Authority of Summit County and the Toledo-Lucas County Port Authority, a port authority and political subdivision of the State of Ohio (the "Program Port Authority"), have entered into an Ohio Residential PACE Cooperative Agreement to establish

acceptable program parameters and consumer protections for residential PACE financing programs and in Ohio; and

**WHEREAS**, in order to provide for the efficient implementation of the Residential PACE Plan, the Township has determined to enter into a Township Residential PACE Cooperative Agreement with the Program Port Authority (the “Cooperative Agreement”); and

**WHEREAS**, under the Cooperative Agreement, the Township and the Program Port Authority will cooperatively agree to cause the Program Port Authority to exercise certain powers, perform certain functions, and render certain services on behalf of the Township, all as authorized under this resolution, the Cooperative Agreement, and Ohio Revised Code Sections 4582.17 (B) and 9.482; and

**WHEREAS**, this Board has determined to approve the Residential PACE Plan and to authorize and approve the Cooperative Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BATH TOWNSHIP BOARD OF TRUSTEES:

**Section 1.** Each capitalized term not otherwise defined in this resolution or by reference to another document shall have the meaning assigned to it in the Residential PACE Plan.

**Section 2.** This Board hereby approves the Residential PACE Plan now on file with the Township Fiscal Officer. Any petitions by the owners of residential real property located within the boundaries of the Township for special assessments to finance the costs of special energy improvement projects on their properties shall be considered, and, if approved, implemented, under and subject to the terms and conditions of the Residential PACE Plan.

**Section 3.** This Board hereby approves the Cooperative Agreement, substantially in the form now on file with the Township Fiscal Officer with any amendments or modifications to it as are not materially adverse to the Township, are consistent with this resolution, and are approved by the officer or officers of the Township signing the Cooperative Agreement, all of which shall be conclusively demonstrated by the signature of the duly authorized officer or officers of the Township on the Cooperative Agreement. The Bath Township Board of Trustees, together or individually, are hereby authorized, for and on behalf of the Township, to execute and deliver the Cooperative Agreement, including any amendments or modifications to the Cooperative Agreement as are not materially adverse to the Township, are consistent with this resolution, and are approved by the officer or officers of the Township signing the Cooperative Agreement, all of which shall be conclusively demonstrated by the signature of the duly authorized officer or officers of the Township on the Cooperative Agreement. The Township is hereby authorized to perform the terms and conditions of the Cooperative Agreement, as it may be amended and in effect at any time. The Bath Township Board of Trustees, together or individually, are hereby authorized, for and on behalf of the Township, to execute and deliver any additional amendments, agreements, certificates, or instruments, including any additional agreements by or among the Township, the County Auditor, the County Treasurer, the Program Port Authority, any other port authority, the District, and any other energy special improvement district, as may be reasonably necessary to carry out the purposes of the Cooperative Agreement, and the Township is hereby authorized to perform the terms and conditions of any of those amendments, agreements, certificates, or instruments.

**Section 4.** Under the Cooperative Agreement, the Township shall, pursuant to Ohio Revised Code Sections 4582.17(B) and 9.482, authorize and request the Program Port Authority to act on behalf of the Township during the term of the Cooperative Agreement to receive and approve or disapprove Petitions and Plans (as defined in the Residential PACE Plan and the Cooperative Agreement) in its reasonable discretion and subject to certain terms and conditions stated in the Residential PACE Plan, the Cooperative Agreement, and this resolution. Upon the execution and delivery of the Cooperative Agreement by all of the parties to it, this Board hereby appoints the Program Port Authority as its delegate to, for, and on behalf of this Board, receive and approve or disapprove Petitions and Plans in its discretion and subject to certain terms and conditions stated in the Residential PACE Plan, the Cooperative Agreement, and this Resolution. The approval or disapproval of any Petitions and shall constitute the legislative approval or disapproval of this Board for all purposes of law, including, without limitation, Ohio Revised Code Chapter 1710,

and all legal consequences appertaining to a legislative authority's legislative approval or disapproval of petitions and plans for public improvements or public services under Ohio Revised Code Chapter 1710 shall appertain to the Program Port Authority's approval or disapproval of Petitions and Plans for and on behalf of this Board.

The Program Port Authority shall not approve any Petitions and Plans unless the Petitions and Plans and the information regarding the properties, special energy improvement projects, financing terms, and other facts and terms certified within the Petitions and Plans conform and comply in all material respects with the terms and conditions of the Residential PACE Plan, which is attached to, and incorporated into, this resolution by this reference.

**Section 5.** That this Bath Township Board of Trustees finds and determines that all formal actions of Bath Township concerning and relating to the passage of this resolution were adopted in an open meeting of this Board of Trustees, and that all deliberations of this Board of Trustees 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 Ohio Revised Code Section 121.22.

M\_\_\_\_\_ seconded the Resolution for discussion.

The Fiscal Officer Pro Temp called the Roll:

Mrs. Corbett,  
Mrs. Goodrich,  
Mr. Nelson

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Vito F. Sinopoli,  
Fiscal Officer Pro Tempore

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Elaina E. Goodrich, President  
Bath Township Board of Trustees

October 7, 2019  
Date

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James N. Nelson, Vice-President  
Bath Township Board of Trustees

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Becky Corbett  
Bath Township Board of Trustees

## TOWNSHIP RESIDENTIAL PACE COOPERATIVE AGREEMENT

THIS RESIDENTIAL PACE COOPERATIVE AGREEMENT (the **Agreement**) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, between the TOWNSHIP OF BATH, OHIO, a township duly organized and validly existing under the constitution and laws of the State of Ohio (the **State**) (the **Participating Political Subdivision**), the AKRON, BARBERTON, BATH TOWNSHIP, COPLEY TOWNSHIP, COVENTRY TOWNSHIP, CUYAHOGA FALLS, FAIRLAWN, GREEN, LAKEMORE, NEW FRANKLIN, NORTON, RICHFIELD, SPRINGFIELD TOWNSHIP, TALLMADGE ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., doing business under the registered trade name Akron-Summit County Energy Special Improvement District, Inc. a nonprofit corporation and special improvement district duly organized and validly existing under the laws of the State (the **ESID**), and the TOLEDO-LUCAS COUNTY PORT AUTHORITY, a port authority and a body corporate and politic (the **Program Port Authority**) duly created, organized and existing under the laws of the State (the capitalized terms used in this Agreement and not defined in the preamble and recitals have the meanings stated in **Exhibit A** to this Agreement):

A. The ESID is an energy special improvement district and nonprofit corporation duly organized and validly existing under the laws of the State of Ohio to further the public purpose of implementing special energy improvement projects pursuant to the authority in Ohio Revised Code Chapter 1710 and Article VIII, Section 2o of the Ohio Constitution.

B. The [Council/Commission/Board of Township Trustees] of the Participating Political Subdivision (**Legislative Authority**) has adopted legislation approving the inclusion of certain parcels of real property within the boundaries of the Participating Political Subdivision within the territory of the ESID, approving the Articles of Incorporation of the ESID, and approving the ESID's Residential Program Plan.

C. Under the Residential Program Plan the ESID, among other services, shall assist property owners, whether private or public, who own residential real property within each of its participating political subdivisions obtain financing for special energy improvement projects that benefit or will benefit their real property.

D. The Program Port Authority will from time to time provide financing to pay the costs of special energy improvement projects undertaken by the owners of real property within the ESID in furtherance of the public purposes set forth in Article VIII, Sections 2o, 13 and 16 of the Ohio Constitution and Sections 4582.01 through 4582.20 of the Ohio Revised Code, both inclusive.

E. In order to obtain financing for special energy improvement projects and to create special assessment revenue available to pay and repay the costs of special energy improvement projects, owners of real property to be included within the territory of the ESID will submit Petitions and Plans requesting that the Legislative Authority levy special assessments against their properties.

F. In order to provide for the efficient administration of the financing of special energy improvement projects under the Residential Program Plan, the Participating Political

Subdivision has determined, in its Resolution [NUMBER], adopted on [DATE] (as it may be validly amended and in effect from time to time, the **Residential Program Legislation**), to appoint the Program Port Authority as its delegate to approve or disapprove Petitions and Plans subject to the limitations stated in the Residential Program Legislation, the Residential Program Plan, and this Agreement.

G. The Participating Political Subdivision, the ESID, and the Program Port Authority each have determined that the most efficient and effective way to implement the financing, acquisition, construction, equipment, improvement, and installation of special energy improvement projects and to further the public purposes set forth above is through this Agreement, pursuant to the Act and on the terms set forth in this Agreement, with (i) the Program Port Authority acting on behalf of the Participating Political Subdivision to approve or disapprove petitions for special energy improvement projects and special assessments, (ii) the Program Port Authority acting on behalf of the Participating Political Subdivision and the ESID to finance or assist certain real property owners in obtaining financing for special energy improvement projects, (iii) the owners of real property within the ESID acting to acquire, construct, equip, improve, and install special energy improvement projects, (iv) the owners of real property within the ESID agreeing to make special assessment payments in an aggregate amount that will provide revenue sufficient to pay or repay the permitted costs of the special energy improvement projects, including associated program expenses, and (v) the Participating Political Subdivision agreeing to assign and transfer all amounts actually received by the Participating Political Subdivision to the Program Port Authority or its designee as Special Assessments to pay or repay the permitted costs of the special energy improvement projects, including associated program expenses.

H. The Participating Political Subdivision, the ESID, and the Program Port Authority each have full right and lawful authority to enter into this Agreement and to perform and observe its provisions on their respective parts to be performed and observed, and have determined to enter into this Agreement to set forth their respective rights, duties, responsibilities, obligations, and contributions with respect to the implementation of special energy improvement projects on residential real property within the territory of the ESID and within the boundaries of the Participating Political Subdivision.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants, and agreements contained in this Agreement, the Participating Political Subdivision, the ESID, and the Program Port Authority agree as follows; provided, that any obligation of the Program Port Authority created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the Program Port Authority, or give rise to any pecuniary liability of the Program Port Authority, but any such obligation shall be payable solely out of amounts actually received by the Program Port Authority as Special Assessments, if any; provided, further, that any obligation of the Participating Political Subdivision created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the Participating Political Subdivision, or give rise to any pecuniary liability of the Participating Political Subdivision, but any such obligation shall be payable solely from amounts actually received by the Participating Political Subdivision as Special Assessments, if any, following settlement in respect of the same with the County Treasurer; and provided, further, that any

obligation of the ESID created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the ESID, or give rise to any pecuniary liability of the ESID, but any such obligation shall be payable solely from amounts actually received by the ESID as Special Assessments, if any:

## ARTICLE I: DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, words and terms used in this Agreement with capitalized initial letters where the rules of grammar would not otherwise require capitalization shall have the meanings set forth in **Exhibit A** to this Agreement. Definitions shall apply equally to both the singular and plural forms of any of the words and terms. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Section 1.2. Interpretation. Any reference in this Agreement to the Participating Political Subdivision, the ESID, the Program Port Authority, the Program Port Authority Board, the Legislative Authority, the ESID Board or to any member or officer of any of the foregoing includes entities or officials succeeding to their respective functions, duties, or responsibilities pursuant to, or by operation of, law or lawfully performing their functions. The Program Port Authority may hire or appoint one or more agents or designees to fulfill any obligations of the Program Port Authority under this Agreement.

Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision, or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision, or chapter as amended, modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Participating Political Subdivision, the ESID, or the Program Port Authority under this Agreement.

Section 1.3. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any of this Agreement's Articles, Sections, subsections, paragraphs, subparagraphs, or clauses.

## ARTICLE II: COOPERATIVE ARRANGEMENTS

Section 2.1. Cooperative Agreement Between the Participating Political Subdivision, the Program Port Authority, and the ESID. Each of the Parties has requested the assistance of the other Parties in the financing of special energy improvement projects on residential property within the territory of the ESID and the boundaries of the Participating Political Subdivision. For the reasons stated in this Agreement's Recitals—which are incorporated into this Agreement by this reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties—the Parties have agreed to cooperate for the financing of special energy improvement projects within the territory of the ESID and the boundaries of the Participating Political Subdivision upon the terms and conditions of this Agreement. The Parties

intend this Agreement to be, and it shall be, an agreement among the Parties under Ohio Revised Code Sections 4582.17(B) and 9.482 to cooperate in the financing, acquisition, construction, equipping, improvement, and installation of “special energy improvement projects” as defined in Ohio Revised Code Section 1710.01, and of “port authority facilities,” as defined in Ohio Revised Code Section 4582.01. The Parties intend this Agreement to be, and it shall be construed as, an agreement to take effective cooperative action and to safeguard the Parties’ interests and an agreement whereby the Program Port Authority undertakes and is authorized by the Participating Political Subdivision to exercise the powers, perform the functions, and render the services on behalf of the Participating Political Subdivision described in this Agreement.

Upon the considerations stated above and subject to the terms and conditions of this Agreement, the Program Port Authority, on behalf of the Parties, shall (i) approve or disapprove Petitions and Plans submitted by owners of real property within the boundaries of the Participating Political Subdivision and to be included within the territory of the ESID, and (ii) finance or assist in the acquisition of financing for the special energy improvement projects. In consideration of that undertaking by the Program Port Authority, the Participating Political Subdivision shall assign, transfer, set over, and pay the Special Assessments received by the Participating Political Subdivision following the settlement in respect of the same with the County Treasurer to the Program Port Authority or its designee (or, alternatively, assign the Special Assessments to the Program Port Authority or its designee and cause the County Treasurer to transfer, set over, and pay the Special Assessments directly to the Program Port Authority or its designee) pursuant to the terms of this Agreement; provided, however, that the Participating Political Subdivision’s obligation to transfer the Special Assessments is limited to the Special Assessments actually received by or on behalf of the Participating Political Subdivision following the settlement in respect of the same with the County Treasurer. Such payments shall be used by the Program Port Authority to pay or repay the permitted costs of the special energy improvement projects, including associated program expenses, at the times and in the manner provided in this Agreement. The ESID hereby agrees to such assignments and transfers.

Anything in this Agreement to the contrary notwithstanding, any obligations of the Participating Political Subdivision under this Agreement, including the obligation to transfer the Special Assessments received by the Participating Political Subdivision to the Program Port Authority or its designee shall be a special obligation of the Participating Political Subdivision and shall be required to be made only from amounts actually received by or on behalf of the Participating Political Subdivision as Special Assessments, if any. The Participating Political Subdivision’s obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The Participating Political Subdivision’s obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the Participating Political Subdivision’s faith and credit or taxing power, and the Program Port Authority and the ESID do not have and shall not have any right to have taxes levied by the Participating Political Subdivision for the transfer of the Special Assessments.

### ARTICLE III: APPROVAL OF PETITIONS AND PLANS; LEVYING SPECIAL ASSESSMENTS; REDUCTION OF SPECIAL ASSESSMENTS

#### Section 3.1. Submission of Petitions and Plans.

As provided in Ohio Revised Code Chapter 1710 and the Residential Program Plan, owners of real property located within the boundaries of the Participating Political Subdivision may from time to time submit Petitions and Plans to the Participating Political Subdivision requesting that the Participating Political Subdivision add the property to the territory of the ESID, or, if already included within the territory of the ESID, consent to additional special energy improvement projects that benefit or will benefit the property; approve special energy improvement projects that benefit or will benefit the property; and levy Special Assessments on the property to pay the permitted costs of the special energy improvement projects, including associated program expenses.

Under the Residential Program Legislation the Legislative Authority has determined to appoint the Program Port Authority as its delegate to receive any Petition and Plans submitted by the owners of residential real property located within the boundaries of the Participating Political Subdivision and to approve or disapprove those Petitions and Plans subject to the terms and conditions stated in the Residential Program Legislation, the Residential Program Plan, and this Agreement. All Petitions and Plans shall accordingly be submitted directly to the Program Port Authority through any means established by the Program Port Authority for the submission and receipt of Petitions and Plans, including, without limitation, by Electronic Means.

### Section 3.2. Approval of Petitions and Plans.

Upon receipt of any Petition and Plan, the Program Port Authority, within 60 days of receipt, shall determine whether: (i) the Petition and Plan conform in all material respects to the requirements set forth in the Residential Program Legislation, the Residential Program Plan, and this Agreement, and (ii) the information contained in the Petition and Plan regarding the owner, the property, the special energy improvement projects, the Special Assessments, the terms and conditions of financing to be made available to pay the permitted costs of the special energy improvement projects, including associated program expenses, and any other information required or permitted to be set forth in the Petition and the Plan complies in all material respects with the guidelines set forth in the Residential Program Legislation, the Residential Program Plan, and this Agreement. If, in the Program Port Authority's reasonable discretion, the Petition and Plan meet the criteria described above, the Program Port Authority promptly shall approve the Petition and Plan. If, however, in the Program Port Authority's reasonable discretion the Petition and Plan fail to meet the criteria described above, the Program Port Authority promptly shall disapprove the Petition and Plan.

If any Petition and Plan are approved, the Program Port Authority promptly shall notify the owner of the real property submitting the Petition and the Plan and the Participating Political Subdivision in writing (including by Electronic Means) of the approval. The notice to the Participating Political Subdivisions shall include: (i) a copy of the Petition, (ii) a copy of the Plan, (iii) a statement that the Program Port Authority has approved the Petition and the Plan on behalf of the Legislative Authority pursuant to the Residential Program Legislation, the Residential Program Plan, and this Agreement, and (iv) a summary stating (a) owner or owners of the property submitting the Petition and Plan, (b) the mailing address or addresses and permanent parcel identification number or numbers of the property subject to the Petition and Plan, (c) the special energy improvement projects installed or to be installed for the benefit of the property, and (d) a schedule of Special Assessments to be levied to pay the permitted costs of the



special energy improvement projects, including associated program expenses, identified in the Petition and the Plan.

If any Petition and Plan are disapproved, the Program Port Authority promptly shall notify the owner of the real property submitting the Petition and Plan and the Participating Political Subdivision in writing (including by Electronic Means) of the disapproval. The notice to each of the owner and the Participating Political Subdivision shall include a statement providing the reason(s) for disapproval.

As provided in the Residential Program Legislation, any action by the Program Port Authority pursuant to the terms and conditions of the Residential Program Legislation, the Residential Program Plan, and this Agreement in approving or disapproving any Petition and Plan [(including the initial approval of the Residential Program Plan)] shall constitute the legislative approval or disapproval of the Legislative Authority for all purposes of law, including, without limitation, Ohio Revised Code Chapter 1710, and all legal consequences appertaining to the Legislative Authority's legislative approval or disapproval of Petitions and Plans under Ohio Revised Code Chapter 1710 shall appertain to the Program Port Authority's approval or disapproval of Petitions and Plans for and on behalf of the Legislative Authority.

### Section 3.3. Levying Special Assessments; Special Assessment Fund.

As required under Ohio Revised Code Sections 1710.02(F) and 1710.06, the Participating Political Subdivision shall from time to time, but in any case no less frequently than once per calendar year, and in any event in advance of the last day on which municipal corporations may certify special assessments to the County Auditor for collection in the immediately following calendar year (the **Special Assessment Certification Deadline**), levy Special Assessments and modify or correct previously levied Special Assessments within its boundaries to pay (i) the costs of any Petitions and Plans approved by the Program Port Authority under the Residential Program Legislation, the Residential Program Plan, and this Agreement, and (ii) any amounts required by the Participating Political Subdivisions, the ESID, the County, or the Program Port Authority as associated program expenses or administrative fees with respect to such approved costs. The levy or modified or corrected levy shall be for the term and amounts requested by each owner of real property on which Special Assessments are to be levied in the related Petitions and Plans and shall not cause any Special Assessments levied on any real property to exceed the amounts of Special Assessments requested in the related Petitions and Plans, except that the levy or modified or corrected levy may include any associated program expenses or administrative fees required by the Participating Political Subdivisions, the ESID, the County, or the Program Port Authority.

The Participating Political Subdivision shall provide notice of the adoption of any legislation providing for the levy or modification or correction of the Special Assessments to the County Auditor in accordance with, and within the timing requirements provided under, Ohio Revised Code Section 319.61, and a copy of such notice shall be provided to the Program Port Authority within the same timing requirements.

The Participating Political Subdivision shall establish and maintain, for the receipt and keeping of the Special Assessments, a separate fund or funds or separate sub-fund or sub-funds

in the custody of the Participating Political Subdivision (the **Residential PACE Special Assessment Fund**). All Special Assessments shall be received to the credit of, and deposited in, the Residential PACE Special Assessment Fund and used exclusively to pay the costs of Petitions and Plans, including general costs of the Residential Program Plan. No other moneys except Special Assessments shall be received to the credit of or deposited in the Residential PACE Special Assessment Fund. Subject to any other legal requirements, the Participating Political Subdivision may credit and deposit all Special Assessments to be received under the Residential Program Plan into one fund or sub-fund representing the Residential PACE Special Assessment Fund or may credit and deposit Special Assessments to be received under the Residential Program Plan into multiple funds or sub-funds, all of which shall collectively constitute the Residential PACE Special Assessment Fund. The Participating Political Subdivision may, in lieu of establishing and maintaining the Residential PACE Special Assessment Fund and crediting, depositing, and using Special Assessments in the Residential PACE Special Assessment Fund as required by this paragraph may, in a written agreement by and among the Participating Political Subdivision, the County Treasurer, and the Program Port Authority, cause the County Treasurer to transfer, set over, and pay the Special Assessments directly to the Program Port Authority or its designee or to act as custodian of the Residential PACE Special Assessment Fund on behalf of the Participating Political Subdivision.

Section 3.4. Certifying Special Assessments.

The Participating Political Subdivision shall in each year, prior to the Special Assessment Certification Deadline, certify all Special Assessments levied in connection with the Residential Program Plan and schedules to be collected beginning in the next following calendar year to the County Auditor for collection in accordance with Ohio Revised Code Sections 727.30, 727.33, and 319.61. All Special Assessments levied under the Residential Program Plan and this Agreement shall be certified to the County Auditor for collection and shall be collected in the manner and at the times that other real property taxes, special assessments, payments in lieu of taxes, and other governmental charges are collected by the County Auditor and the County Treasurer. Promptly upon its certification of Special Assessments to the County Auditor, the Participating Political Subdivision shall provide written notice (including by Electronic Means) to the Program Port Authority of all Special Assessments levied, noticed to the County Auditor, and certified to the County Auditor and evidence of their levying, notice, and certification.

Section 3.5. Modification, Reduction, Correction and Adjustment of Special Assessments Under Certain Circumstances, Including Prepayment.

Following any event pursuant to which Special Assessments are to be modified, reduced, corrected or adjusted under the terms and conditions of agreements for financing the costs of special energy improvement projects or any related Petitions or Plans, the Program Port Authority shall notify the Participating Political Subdivision of a modification, reduction, correction or adjustment in the amount of the Special Assessments so that following the modification, reduction, correction or adjustment the amount of Special Assessments remaining to be collected shall equal the amounts, if any, to be paid or remaining to be paid pursuant to the terms and conditions of agreements or any related Petitions or Plans for financing the permitted costs of the special energy improvement projects, including associated program expenses and administrative fees, for which the Special Assessments are levied or to be levied; provided,

however, that any modification, reduction, correction or adjustment shall not cause any Special Assessments levied on any real property to exceed the Special Assessments necessary to fund the permitted costs of the Project requested in the Petition and Plan for that real property except that the levy or modified, reduced, corrected or adjusted levy may include any associated program expenses or administrative fees required by the Participating Political Subdivisions, the ESID, the County, or the Program Port Authority. Upon its receipt of such notification from the Program Port Authority, the Participating Political Subdivision shall cause the Special Assessments levied on, and to be collected against, the property to be modified, reduced, corrected or adjusted so that the Special Assessments remaining to be collected shall equal the amount identified in the notification from the Program Port Authority to the Participating Political Subdivision.

The Parties agree that Special Assessments, subject to the terms and conditions of agreements for financing the costs of special energy improvement projects for which the Special Assessments are levied, may be prepaid by an owner of property against which Special Assessments are levied. In the event of a prepayment of Special Assessments, the Participating Political Subdivision shall transfer prepaid Special Assessment amounts to the Program Port Authority or its designee promptly upon the Participating Political Subdivision's receipt of those amounts.

Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way the payment of the special assessments by the owners of property or the transfer of the Special Assessments by the Participating Political Subdivision to Program Port Authority or its designee.

#### ARTICLE IV: ASSIGNMENT AND TRANSFER OF SPECIAL ASSESSMENTS

##### Section 4.1. Special Assessments; Transfer of Special Assessments.

- (a) Assignment of Special Assessments. Subject to the terms and conditions of this Agreement, the Participating Political Subdivision shall account for each Special Assessment governed by this Agreement separately in accordance with the Participating Political Subdivision's customary accounting and fiscal practices in effect from time to time, and in accordance with all applicable laws and regulations. The Participating Political Subdivision hereby assigns to the Program Port Authority all of its right, title and interest in and to, and grants to the Program Port Authority a security interest in: (i) the Special Assessments received by the Participating Political Subdivision under this Agreement, (ii) the Residential PACE Special Assessment Fund and any special assessment funds or accounts established for the special energy improvement projects of the ESID under the Residential Program Plan with respect to, and to the extent of, the Special Assessments which have been assigned to the Program Port Authority under this Agreement, and (iii) any other property, including, without limitation, the proceeds of enforcement of the lien of any delinquent Special Assessments, including any penalties and interest, received or to be received from the Participating Political Subdivision related to any Special Assessments levied in

connection with the Residential Program Plan and this Agreement (collectively, items (i) to (iii) being referred to as **Program Revenues**).

- (b) Transfer of Special Assessments. Promptly following, but not later than 14 calendar days, after receipt from the County Treasurer of any final settlement under Ohio Revised Code Section 321.24 or otherwise relating to Program Revenues, the Participating Political Subdivision shall deliver all such Program Revenues to the Program Port Authority or its designee. The Participating Political Subdivision shall deliver the Program Revenues to the Program Port Authority or its designee pursuant to payment instructions provided by the Program Port Authority to the Participating Political Subdivision from time to time. With each transfer of Program Revenues under this Agreement the Participating Political Subdivision shall deliver to the Program Port Authority a detailed settlement statement stating the amounts received as Program Revenues, identifying each of the properties to which those amounts relate and the amounts relating to each such property, and any delinquencies in the amounts received as Special Assessments of which the Participating Political Subdivision has actual knowledge.
- (c) Collection of Delinquent Special Assessments. The Participating Political Subdivision hereby authorizes the Program Port Authority to take any and all actions in the name of, for, and on behalf of, the Participating Political Subdivision to collect delinquent Special Assessments levied by the Participating Political Subdivision pursuant to the Special Assessment Act and to cause the lien securing the delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute prompt and timely foreclosure proceedings. The proceeds of the enforcement of any such lien shall be deposited and used under the terms and conditions this Agreement.

Section 4.2. Obligations Unconditional; Place of Payments. The Participating Political Subdivision's obligation to transfer the Program Revenues to the Program Port Authority or its designee under Section 4.1 of this Agreement shall be absolute and unconditional (to the extent permitted by law), and the Participating Political Subdivision shall make such transfers without abatement, diminution, or deduction regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment, or counterclaim which the Participating Political Subdivision may have or assert against the Program Port Authority, the designee of the Program Port Authority, the ESID, the owners of real property on which the Special Assessments are levied, or any other Person; but the Participating Political Subdivision's obligation to transfer the Program Revenues is limited in all cases to amounts actually received by or on behalf of the Participating Political Subdivision as Program Revenues.

Section 4.3. Appropriation by the Participating Political Subdivision; No Further Obligations. The Participating Political Subdivision, to the extent required by law, shall annually appropriate the amounts received as Program Revenues under the Residential Program Plan and

this Agreement to pay the Participating Political Subdivision's obligations under this Agreement. Upon the Participating Political Subdivision's receipt of each approved Petition and Plan from the Program Port Authority under this Agreement, all of the amounts received or to be received by the Participating Political Subdivision as Program Revenues shall be deemed to have been appropriated to pay the Participating Political Subdivision's obligations under this Agreement. During the years during which this Agreement is in effect, the Participating Political Subdivision shall take such further actions as may be necessary or desirable in order to appropriate the transfer of the amounts actually received by the Participating Political Subdivision as Program Revenues in such amounts and at such times as will be sufficient to enable the Participating Political Subdivision to satisfy its obligations under this Agreement; but the Participating Political Subdivision shall not be responsible for the costs and expenses of any collection or enforcement actions, except to the extent of any amounts actually received by the Participating Political Subdivision as Program Revenues. The Participating Political Subdivision has no obligation to use or apply to the payment of the Program Revenues any funds or revenue from any source other than the moneys actually received by the Participating Political Subdivision as Program Revenues; but nothing in this Agreement shall be deemed to prohibit the Participating Political Subdivision from using, to the extent that it is authorized to do so, any other resources for the fulfillment of any of this Agreement's terms, conditions, or obligations.

Section 4.4. ESID Assignment of Interest in Special Assessments. To secure the transfer of amounts received as Program Revenues by the Participating Political Subdivision to the Program Port Authority or its designee, and in accordance with the Special Assessment Act, the ESID hereby assigns, transfers, sets over, and shall pay any and all right, title, and interest in and to amounts actually received by or on behalf of the Participating Political Subdivision as Program Revenues that it may have to the Program Port Authority or its designee. The ESID does not assign, transfer, set over, or pay any of its right, title, or interest in or to any Special Assessments or portions of any Special Assessments actually received by or on behalf of the Participating Political Subdivision which, pursuant to the terms of this Agreement, any Petition and Plan, or any agreement for financing the costs of special energy improvement projects are payable to the ESID, with all such right, title, and interest being retained by the ESID.

## ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 5.1. The Program Port Authority's Representations. The Program Port Authority represents and warrants as of the date of this Agreement and warrants for the term of this Agreement that:

- (a) It is a port authority, and a body corporate and politic, duly created and organized, and validly existing under the Act and the other applicable laws of the State.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Program Port Authority that would impair its ability to carry out its obligations under this Agreement.
- (c) It is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the Program Port Authority's knowledge, that execution, delivery, and performance

does not and will not violate or conflict with any provision of law applicable to the Program Port Authority, and does not and will not conflict with, or result in a default under, any agreement or instrument to which the Program Port Authority is a party or by which it is bound.

- (d) It, by proper action, has duly authorized, executed, and delivered this Agreement, and the Program Port Authority has taken any and all steps necessary to establish this Agreement and the Program Port Authority's obligations under this Agreement as valid and binding obligations of the Program Port Authority, enforceable in accordance with their terms.
- (e) There is no litigation pending, or to its knowledge threatened, against or by the Program Port Authority in which an unfavorable ruling or decision would materially adversely affect the Program Port Authority's ability to carry out its obligations under this Agreement.

Section 5.2. The Participating Political Subdivision's Representations and Warranties.  
The Participating Political Subdivision represents and warrants as of the date of this Agreement and warrants for the term of this Agreement that:

- (a) It is a township, duly organized, and validly existing under the Constitution and applicable laws of the State[ and its Charter].
- (b) It is not in violation of, or in conflict with, any provisions of the laws of the State or of the United States of America applicable to the Participating Political Subdivision that would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the Participating Political Subdivision and does not and will not conflict with, or result in a default under, any agreement or instrument to which the Participating Political Subdivision is a party or by which it is bound.
- (d) It, by proper action, has duly authorized, executed, and delivered this Agreement, and the Participating Political Subdivision has taken all steps necessary to establish this Agreement and the Participating Political Subdivision's obligations under this Agreement as valid and binding obligations of the Participating Political Subdivision, enforceable in accordance with their terms.
- (e) There is no litigation pending, or to its knowledge threatened, against or by the Participating Political Subdivision in which an unfavorable ruling or decision would materially adversely affect the Participating Political Subdivision's ability to carry out its obligations under this Agreement.



- (f) The assignment under Section 4.1(a) is a valid and binding obligation of the Participating Political Subdivision with respect to the Special Assessments actually received by the Participating Political Subdivision in connection with this Agreement.

Section 5.3. The ESID's Representations and Warranties. The ESID represents and warrants as of the date of this Agreement and warrants for the term of this Agreement that:

- (a) It is a nonprofit corporation and special improvement district, duly organized, and validly existing under the Constitution and applicable laws of the State.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the ESID that would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the ESID's knowledge, that execution, delivery, and performance does not and will not violate or conflict with any provision of law applicable to the ESID and does not and will not conflict with, or result in a default under, any agreement or instrument to which the ESID is a party or by which it is bound.
- (d) It, by proper action, has duly authorized, executed, and delivered this Agreement, and the ESID has taken and all steps necessary to establish this Agreement and the ESID's obligations under this Agreement as valid and binding obligations of the ESID, enforceable in accordance with their terms.
- (e) There is no litigation pending, or to its knowledge threatened, against or by the ESID in which an unfavorable ruling or decision would materially adversely affect the ESID's ability to carry out its obligations under this Agreement.

#### ARTICLE VI: EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any of the following shall occur, such occurrence shall be an "Event of Default" under this Agreement:

- (a) The Participating Political Subdivision shall fail to levy Special Assessments within its boundaries to pay for the costs of any Petitions and Plans approved by the Program Port Authority under the Residential Program Legislation, the Residential Program Plan, and this Agreement within the time specified in this Agreement; or
- (b) The Participating Political Subdivision shall fail to transfer, or cause the transfer of, any of the Special Assessments to the Program Port Authority or its designee within the time specified in this Agreement; or
- (c) The Participating Political Subdivision, the ESID, or the Program Port Authority shall fail to observe and perform any other agreement, term, or condition

contained in this Agreement, and that failure shall continue for 60 days after written notice of the failure shall have been given to the Participating Political Subdivision, the ESID, or the Program Port Authority, as applicable, by any other Party to this Agreement, or for such longer period to which the notifying Party may agree in writing; except that if the failure is other than the payment of money, and is of a nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Participating Political Subdivision, the ESID, or the Program Port Authority, as applicable, institutes curative action within the applicable period and diligently pursues that action to completion;

The declaration of an Event of Default above and the exercise of remedies upon any declaration of an Event of Default shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of, or immediately following, any bankruptcy, liquidation, or reorganization proceedings.

Section 6.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- (a) The aggrieved Party or Parties may, on reasonable notice and at reasonable times, have access to, inspect and examine such information of the defaulting Party or Parties pertaining directly and specifically to the Event of Default; or
- (b) The aggrieved Party or Parties may pursue all remedies now or later existing at law or in equity to collect all amounts due and to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the defaulting Party or Parties under this Agreement, including enforcement under Ohio Revised Code Chapter 2731 of duties resulting from an office, trust, or station upon the other Parties; provided, however, that nothing in this Agreement is intended to or shall give to the Parties, and they shall not have, the right to accelerate or otherwise declare due and payable any payments of Special Assessments not otherwise then due and payable; and provided, further, that the Parties' damages under this Agreement (if any) shall be limited to the amount of the Special Assessments actually received by the Participating Political Subdivision following settlement with the County Treasurer, it being agreed that no other funds or property of the Participating Political Subdivision shall be implicated or in any way affected by this Agreement.

Section 6.3. No Remedy Exclusive. No remedy conferred upon or reserved to the Parties by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or later existing at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or be construed to be a waiver of that right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Parties to exercise any remedy reserved to them under this Agreement, it shall not be necessary



to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

Section 6.4. No Waiver. No failure by any Party to insist upon the strict performance by the other Parties of any provision of this Agreement shall constitute a waiver of that Party's right to strict performance; and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Parties to observe or comply with any provision of this Agreement.

Section 6.5. Notice of Default. Any Party to this Agreement shall notify every other Party to this Agreement promptly if it becomes aware of the occurrence of any Event of Default or of any fact, condition, or event which, with the giving of notice, passage of time, or both, would become an Event of Default.

## ARTICLE VII: MISCELLANEOUS

Section 7.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of execution and delivery until such time as the Parties shall mutually agree in a writing signed by each of the Parties to terminate this Agreement. Any attempted termination of this agreement that shall not be in writing and signed by each of the Parties to this Agreement shall be void. Notwithstanding the foregoing, any Party may, by 180 days' prior written notice to the other Parties, prospectively terminate this Agreement (which shall mean that this Agreement shall cease to be effective with respect to all Special Assessments for which the Program Port Authority has not approved a Petition by the 180<sup>th</sup> day following the other Parties' receipt of such notice); provided, that this sentence shall in no way limit or waive the Participating Political Subdivision's continuing obligations with respect to any Special Assessments for any applications for financing that have been approved by the Program Port Authority or any of its capital providers prior to such date all of which shall continue as binding obligations of the Participating Political Subdivision until the Special Assessments have been paid in full.

Section 7.2. Litigation Notice. Each Party shall give all other Parties prompt notice of any action, suit, or proceeding by or against the notifying party, at law or in equity, or before any governmental instrumentality or agency, of which the notifying party has notice and which, if adversely determined would impair materially the right or ability of the Parties to finance the special energy improvement projects. The notifying Party's prompt notice shall be accompanied by its written statement describing the details of the action, suit, or proceeding and any responsive actions with respect to the action, suit, or proceeding taken or proposed to be taken by the applicable Party. The City, the ESID, and the Program Port Authority shall use their best efforts to qualify any information so received for any applicable exemptions from Ohio public records laws and shall, to the extent permitted by law, not disclose any information so received.

Section 7.3. Notices. All notices, certificates, requests, or other communications under this Agreement shall be in writing (including Electronic Means) and shall be deemed to be sufficiently given when (i) mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address, or (ii) provided by Electronic Means. Any Party, by notice

given under this Agreement to the others, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 7.4. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law, the performance of which shall be duties resulting from an office, trust, or station. No covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the Participating Political Subdivision, the ESID, the Program Port Authority, the Legislative Authority, the ESID Board, or the Program Port Authority Board in other than his or her official capacity; and none of the members of the Legislative Authority, the ESID Board the Program Port Authority, or any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the Participating Political Subdivision, the ESID, or the Program Port Authority contained in this Agreement.

Section 7.5. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding in accordance with its terms upon, the Parties. This Agreement shall not be assigned by any Party except: (i) as may be necessary in the Program Port Authority's sole discretion to enforce or secure payment of the Special Assessments, (ii) as may be approved in writing signed by each of the Parties to this Agreement, or (iii) as may be necessary, in the Program Port Authority's sole discretion, to secure financing for special energy improvement projects to be provided in consideration of Special Assessments under this Agreement. Any attempt to assign this Agreement except as provided in the previous sentence shall be null and void. This Agreement may be enforced only by the Parties, their permitted assignees, and others, who may, by law, stand in their respective places. This Agreement is the complete agreement of the Parties and supersedes all previous understandings and agreements relating to the subject matter of this Agreement.

Section 7.6. Amendments and Supplements. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, changed, modified, altered, or terminated except by unanimous written agreement signed by each of the Parties. Any attempt to amend, change, modify, alter, or terminate this Agreement except by unanimous written agreement signed by each of the Parties, or as otherwise provided in this Agreement, shall be void.

Section 7.7. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

Section 7.8. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. That invalidity or unenforceability shall not affect any valid and enforceable application of the provision, covenant, obligation, or agreement, and

each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 7.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

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IN WITNESS WHEREOF, the Participating Political Subdivision, the ESID, and the Program Port Authority have each caused this Agreement to be duly executed in their respective names, all as of the date first written above.

TOLEDO-LUCAS COUNTY PORT  
AUTHORITY, as the Program Port Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWNSHIP OF BATH, SUMMIT COUNTY,  
OHIO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Approved as to Form:

\_\_\_\_\_  
[Law Director]]

AKRON, BARBERTON, BATH TOWNSHIP,  
COPLEY TOWNSHIP, COVENTRY TOWNSHIP,  
CUYAHOGA FALLS, FAIRLAWN, GREEN,  
LAKEMORE, NEW FRANKLIN, NORTON,  
RICHFIELD, SPRINGFIELD TOWNSHIP,  
TALLMADGE ENERGY SPECIAL IMPROVEMENT  
DISTRICT, INC., D/B/A:

AKRON-SUMMIT COUNTY ENERGY  
SPECIAL IMPROVEMENT DISTRICT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROGRAM PORT AUTHORITY FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the Toledo-Lucas County Port Authority hereby certifies that the moneys required to meet the obligations of the Program Port Authority during the year 20\_\_ under the foregoing Residential PACE Cooperative Agreement have been lawfully appropriated by the Board of Directors of the Program Port Authority for such purposes and are in the treasury of the Program Port Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

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Assistant Secretary and Fiscal Officer  
Toledo-Lucas County Port Authority

Dated: \_\_\_\_\_, 20\_\_

PARTICIPATING POLITICAL SUBDIVISION FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the Participating Political Subdivision hereby certifies that the moneys required to meet the obligations of the Participating Political Subdivision during the year 20\_\_ under the foregoing Residential PACE Cooperative Agreement (\$0.00) are “other revenue in the process of collection” under Ohio Revised Code Section 5705.41(E), and are therefore deemed to have been lawfully appropriated by the Legislative Authority of the Participating Political Subdivision for such purposes and in the treasury of the Participating Political Subdivision or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

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Fiscal Officer  
Township of Bath, Summit County, Ohio

Dated: \_\_\_\_\_, 2019



**EXHIBIT A**  
**DEFINITIONS**

As used in this Agreement, the following words have the following meanings:

***Act*** means Ohio Revised Code Sections 4582.01 through 4582.20, both inclusive, as enacted and amended at the time, and includes Article VIII, Sections 13 and 16 of the Ohio Constitution and any other applicable law pertaining to expenditures for economic development and housing, as the same may be amended, modified, revised, supplemented, or superseded from time to time.

***Agreement*** means this Township Residential PACE Cooperative Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_, among the Participating Political Subdivision, the ESID, and the Program Port Authority, as it may be validly amended and in effect from time to time.

***County*** means the County of Summit, Ohio.

***County Auditor*** means the Auditor of the County or any officer exercising the powers and functions of a county auditor under law, including under a county charter.

***County Prosecutor*** means the Prosecuting Attorney of the County or any officer exercising the powers and functions of a county prosecuting attorney under law, including under a county charter.

***County Treasurer*** means the Treasurer of the County or any officer exercising the powers and functions of a county treasurer under law, including under a county charter.

***Electronic Means*** means any electronic communications methods agreed upon by the Parties as available for use in connection this Agreement, and initially includes, without limitation, e-mail, facsimile transmission, and secure electronic transmission containing applicable authorization codes, passwords, and authentication keys.

***ESID*** means the Akron, Barberton, Bath Township, Copley Township, Coventry Township, Cuyahoga Falls, Fairlawn, Green, Lakemore, New Franklin, Norton, Richfield, Springfield Township, Tallmadge Energy Special Improvement District, Inc., doing business as Akron-Summit County Energy Special Improvement District, Inc. a nonprofit corporation and special improvement district organized under the laws of the State of Ohio.

***ESID Board*** means the Board of Directors of the ESID.

***Legislation Levying Assessments*** means any resolution or ordinance passed, enacted, or adopted by the Participating Political Subdivision pursuant to Ohio Revised Code Chapter 1710, Ohio Revised Code Section 727.25, or both, or pursuant to any municipal charter, with respect to levying Special Assessments on residential real property within the ESID under the Residential Program Plan.

**Legislation to Proceed** means any resolution or ordinance passed, enacted, or adopted by the Participating Political Subdivision pursuant to Ohio Revised Code Chapter 1710 and Ohio Revised Code Section 727.23 with respect to levying Special Assessments on residential real property within the ESID under the Residential Program Plan.

**Legislative Authority** means the Board of Township Trustees of the Participating Political Subdivision.

**Notice Address** means:

(a) As to the Program Port Authority: Toledo-Lucas County Port Authority  
One Maritime Plaza, 7<sup>th</sup> Floor  
Toledo, Ohio 43604  
Attention: President

With a Copy To: J. Caleb Bell, Esq.  
Bricker & Eckler LLP  
100 S. Third Street  
Columbus, Ohio 43215

(b) As to the Participating Political Subdivision: Township of  
Bath, Summit County, Ohio  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

(c) As to the ESID: Akron-Summit  
County Energy Special Improvement  
District, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a Copy To: J. Caleb Bell, Esq.  
Bricker & Eckler LLP  
100 S. Third Street  
Columbus, Ohio 43215

**Participating Political Subdivision** means the Township of Bath, Summit County, Ohio, a township and political subdivision duly organized and validly existing under the Constitution and laws of the State[ and under its Charter].

**Parties** means, collectively, the Participating Political Subdivision, the ESID, and the Program Port Authority.

**Party** means, individually, any of the Parties.

**Petition** means any petition submitted by the owner of real property located within the boundaries of the Participating Political Subdivision requesting that the Participating Political Subdivision add the property to the territory of the ESID or, if already included within the territory of the ESID, consent to additional special energy improvement projects that benefit or will benefit the property; approve special energy improvement projects that benefit or will benefit the property; and levy special assessments on the property to pay the permitted costs of the special energy improvement projects, including associated program expenses.

**Person** or words importing persons mean firms, associations, partnerships (including without limitation, general, limited, and limited liability partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, political subdivisions, other legal entities, and natural persons.

**Plan** means any plan for public improvements or plan for public services, including supplemental plans for public improvements or supplemental plans for public services, submitted in connection with a Petition.

**Program Port Authority** means the Toledo-Lucas County Port Authority, a port authority and body corporate and politic duly organized and validly existing under the Constitution and laws of the State.

**Program Port Authority Board** means the Board of Directors of the Program Port Authority.

**Residential Program Legislation** means the Legislative Authority's Resolution No. [NUMBER] adopted on [DATE], a copy of which is attached to and incorporated into this Agreement as **Exhibit B**, as it may be validly amended and in effect from time to time.

**Residential Program Plan** means the Akron-Summit County Energy Special Improvement District Residential Program Plan adopted by the Participating Political Subdivision by its Residential Program Legislation, a copy of which is attached to and incorporated into this Agreement as **Exhibit C**, as it may be validly amended and in effect from time to time.

**Resolution of Necessity** means any resolution or ordinance passed, enacted, or adopted by the Participating Political Subdivision pursuant to Ohio Revised Code Chapter 1710 and Ohio Revised Code Section 727.12 with respect to levying Special Assessments on residential real property within the ESID under the Residential Program Plan.

**Special Assessment Act** means, collectively, Ohio Revised Code Section 727.01 *et seq.*, Ohio Revised Code Section 1710.01 *et seq.*, Ohio Revised Code Section 323.01 *et seq.*, Ohio Revised Code Section 319.01 *et seq.*, Ohio Revised Code Section 5721.01 *et seq.*, and related laws, the Residential Program Legislation, and each and every Resolution of Necessity, Legislation to Proceed, or Legislation Levying Assessments, if any, passed, enacted, or adopted by the Legislative Authority of the Participating Political Subdivision with respect to levying

Special Assessments on residential real property within the ESID under the Residential Program Plan.

***Special Assessment Certification Deadline*** means the last day of any calendar year on which municipal corporations may certify special assessments to the County Auditor for collection in the immediately succeeding calendar year.

***Special Assessments*** means amounts representing or collected in respect of special assessments (including any delinquent special assessments, interest, penalties, and proceeds from enforcement of the lien of any special assessments) levied on real property: (i) that is included within the territory of the ESID, (ii) on or for which special energy improvement projects have been or will be implemented, and (iii) that is subject to the terms and conditions of the Residential Program Plan.

***State*** means the State of Ohio.

**EXHIBIT B**

**RESIDENTIAL PROGRAM LEGISLATION**

[See Attached]

**EXHIBIT C**

**RESIDENTIAL PROGRAM PLAN**

[See Attached]

# AKRON-SUMMIT COUNTY ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

## RESIDENTIAL PLAN

The Akron-Summit County Energy Special Improvement District (the *District*) is a special improvement district under Chapter 1710 of the Ohio Revised Code organized for the purpose of facilitating the financing of special energy improvement projects (an *Energy Special Improvement District*). The District currently administers a property assessed clean energy (*PACE*) program for commercial properties (the *Commercial Program*). The Commercial Program is described in the Akron-Summit County Energy Special Improvement District Project Plan (the *Commercial Plan*). Under the Commercial Program, the District facilitates financing for commercial real property secured by special assessments on real property for special energy improvement projects.

Under this Residential Plan (the *Plan*), the District will facilitate the financing of certain special energy improvement projects on residential real property as more fully described in this Plan (the *Residential Program*). This Plan refers to Chapter 1710 and any and all future amendments to the Energy Special Improvement District provisions of Chapter 1710 as the “*Act*.” Any specific reference to the Act or to any other law in this Plan also refers to any succeeding or amending provision of law.

Participation in the District’s Residential Program is limited to property owners who have agreed to add their property to the District and who otherwise meet the Residential Program’s terms and conditions. Those terms and conditions are described in this Plan, and include, without limitation, a petition, a supplemental plan, a schedule of assessments to be levied against property (*Assessment Schedule*), a description of the special energy improvement projects to be installed on the property (*Project Description*), the governing documents forming the District, and the financing documents associated with the special assessment financing undertaken through the Residential Program.

The District’s governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District (the *District Board*), the applicable resolutions and ordinances of the participating political subdivisions of the District, and the applicable agreements of the participating political subdivisions of the District entered into with respect to this Residential Program (collectively, the *Governing Documents*). Each participating political subdivision of the District that has authorized the Residential Program has agreed in one or more Governing Documents that the Toledo-Lucas County Port Authority (the *Program Port Authority*) will serve as its designee and as designee of the legislative authority of the participating political subdivision (the *Legislative Authority*), and that the Program Port Authority is authorized to take certain actions on behalf of each participating political subdivision with respect to the Residential Program. Certain consumer protection policies (the *Consumer Protection Policies*) have been authorized by the Program Port Authority with respect to special energy improvement projects authorized under this Plan. The Consumer Protection Policies may be modified from time to time in accordance with the Governing Documents. Property owners may be required to agree to, and sign, an agreement to impose special

assessments as a condition to receiving financing of special energy improvement projects facilitated by the District, and property owners that participate in the District's Residential Program may have one or more financing agreements with program administrators or third parties associated with the special assessment financing undertaken as part of the Residential Program (such agreements, and any related documents, instruments, or certificates, are collectively the ***Financing Documents***). This Plan refers to this Plan, the Governing Documents, agreements between the Program Port Authority and each participating political subdivision, the Consumer Protection Policies, the Financing Documents, the petitions, the supplemental plans, the Assessment Schedules, and the Project Descriptions as the "***District Documents***."

The District Documents establish the terms and conditions of the Residential Program. The Residential Program terms and conditions may be amended from time to time as described in this Plan.

## **ARTICLE 1.            PURPOSE OF THE RESIDENTIAL PROGRAM**

The Residential Program is intended to assist property owners who own residential real property within the participating political subdivisions of the District to obtain financing for certain special energy improvement projects.

Projects eligible for participation in the Residential Program (***Projects***) described in this Plan and other District Documents each must qualify as "special energy improvement projects" under Ohio Revised Code Section 1710.01(I), as such provision may be amended from the time to time by any successor or replacement provision. Projects eligible for participation in the Residential Program include the items identified from time to time by the Program Port Authority at the following: [insert link to Residential Program project handbook or list of eligible measures, as the same may be amended, supplemented, or updated from time to time]. The definition of Projects eligible for participation in the Residential Program may be amended, supplemented or updated from time to time upon approval by the Program Port Authority of any additional, supplemental, or updated definition of Projects.

Obligations, including but not limited to special assessment reimbursement agreements, special assessment revenue bonds and revenue notes, and other evidences of indebtedness (collectively, the ***Program Obligations***) may be issued by the District or on behalf of the District by the Program Port Authority. Program Obligations or the proceeds from the sale of the Program Obligations may be used to finance Projects located on properties within the District and any costs incurred by the District in connection with the issuance of Program Obligations. The participating political subdivisions of the District shall levy special assessments on real property included in the District. The payment of those special assessments may pay the Program Obligations and any costs of administering the Program.

Special assessment payments levied to finance Projects will be due and payable by property owners at the same time real property taxes are due. Alternatively, certain Program Obligations may require special assessments to be due and payable by property owners only to the extent that those property owners fail to pay an obligation of the property owner secured by special



assessments. In that case special assessments will only be due and payable by property owners if actually levied.

There may be other types of financing available for projects that are eligible to be financed under this Plan. None of any of the participating political subdivisions of the District, the District, the District Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or the District Board represent that the Residential Program is the best financing option available. The District and each of its participating political subdivisions shall not be responsible or liable for the installation, operation, financing, refinancing, or maintenance of Projects, and the District and each of its participating political subdivisions do not guarantee the performance of any Project financed as part of the Residential Program. Property owners will be solely responsible for the installation, operation, financing, refinancing, and maintenance of their Projects.

## **ARTICLE 2.            ELIGIBILITY AND APPROVAL**

To be eligible for participation in the Residential Program, a property owner must file a petition, a Supplemental Plan (as defined below), an Assessment Schedule, and a Project Description (collectively, the *Application Documents*) with the Program Port Authority. The Application Documents submitted under this Plan with respect to a Project shall constitute a petition submitted under Section 1710.02 of the Act. The petition will request that the participating political subdivision of the District in which the real property subject to the petition is located to add the property described in the petition to the District. The petition will further request that the participating political subdivision of the District in which the real property subject to the petition is located levy special assessments to be used to pay or secure Program Obligations issued or used to finance the Projects described in the Application Documents. The petition may contain conditions that must be satisfied prior to the levy of special assessments, such as availability of Project financing or execution of the Financing Documents.

By submitting Application Documents to the Program Port Authority, a property owner is submitting a petition under Section 1710.02 of the Act requesting and authorizing the levying of special assessments as an additional charge against real property, subject to any conditions contained in the petition or any reasonable conditions of the Program Port Authority necessary to cause the funding of the Project or as a result of funding the Project.

This Plan may be amended and supplemented from time to time, including, specifically, by supplements to this Plan. To be eligible for participation in the Residential Program, each property owner must file a supplement to this Plan (each a *Supplemental Plan*) with the Program Port Authority as part of the Application Documents. Each Supplemental Plan will supplement this Plan by identifying the Project to be undertaken for the real property described in the Supplemental Plan. Supplemental Plans shall include any other information as may be required by the Program Port Authority. Supplemental Plans shall conform to the requirements of the Act and any requirements in this Plan.

Each parcel of real property added to the District must have at least one Project. A property owner may file more than one set of Application Documents and may amend or withdraw any

Application Documents filed at any time before the Application Documents are approved or disapproved by the Program Port Authority. Application Documents shall conform to the requirements of the Act and any requirements in this Plan.

The participating political subdivisions of the District each have authorized the Program Port Authority to approve or disapprove, on behalf of the Legislative Authority, the Application Documents submitted under this Plan. If Application Documents submitted under this Plan comply with this Plan's terms and conditions, the Program Port Authority shall approve the Application Documents on behalf of the Legislative Authority. If Application Documents do not comply with this Plan, the Program Port Authority shall not approve the Application Documents on behalf of the Legislative Authority. The Program Port Authority's approval or disapproval of the Application Documents shall constitute the Legislative Authority's approval or disapproval of the Application Documents for all purposes of the Act.

The Legislative Authority shall levy the special assessments described in the Assessment Schedule upon approval of the Application Documents by the Program Port Authority.

### **ARTICLE 3.**            **ELIGIBLE PROJECTS**

In order to be eligible to participate in the Residential Program, Application Documents submitted to the Program Port Authority must identify Projects to be undertaken on the subject property in the Project Description submitted with the Application Documents. The Program Port Authority shall review the Application Documents submitted to it, and shall determine, in its reasonable discretion, whether each of the improvements described in the Application Documents constitute eligible Projects. Only Application Documents that describe eligible Projects will be approved by the Program Port Authority. No improvements other than the Projects are eligible for participation in the Residential Program.

### **ARTICLE 4.**            **ELIGIBLE FINANCING TERMS**

In order to be eligible to participate in the Residential Program, Application Documents submitted to the Program Port Authority must meet certain financing criteria described in the Consumer Protection Policies for the Residential Program in effect from time to time and other applicable Residential Program eligibility requirements. The Program Port Authority shall review the Application Documents submitted to it, and shall determine, in its reasonable discretion, whether all applicable eligibility requirements have been met.

### **ARTICLE 5.**            **FEES**

The participating political subdivisions of the District and the District Board are each authorized to charge to property owners, as costs of administering the Residential Program, any costs permitted by the Act. Program costs included as part of the cost of a Project shall be identified in one or more District Documents applicable to the Project, and such program costs may be included in the amount of special assessments levied on real property within the District.

**ARTICLE 6. RENEWABLE ENERGY REGULATIONS AND ENERGY REQUIREMENTS**

The District Board is hereby authorized to adopt rules governing renewable energy credits associated with renewable energy Projects financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with District Board requirements related to renewable energy credits.

The District Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Projects financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with District Board requirements in furtherance of the monetization of such attributes.

The District Board is hereby authorized to adopt rules governing reporting of any energy efficiency attributes of any Projects financed with Program Obligations or the proceeds of Program Obligations if such reporting is requested by an electric distribution utility pursuant to the Act. Property owners shall comply with District Board requirements in furtherance of such reporting.

**ARTICLE 7. REQUIREMENTS UNDER THE ACT AND OTHER APPLICABLE LAW**

As provided in the District Documents:

(A) Additional territory may be added to the District under the Act, this Plan, and the rules established by the District Board.

(B) The District Documents may be amended or supplemented in accordance with their terms.

(C) As described in this Plan, the District Board is authorized to implement and amend this Plan, any Supplemental Plan, and any other plans for Projects, public improvements, and public services, all in accordance with the Act; provided that any changes to this Plan, Supplemental Plan or other requirements effecting the Residential Program shall not apply to any property owner's whose Application Document(s) have already been approved and the District shall give the Program Port Authority reasonable prior notice of any such changes.

(D) The public improvements to be provided by the District are the Projects identified by the Program Port Authority in this Plan and each Supplemental Plan. The area where the Projects will be undertaken will be the area identified in each petition submitted under this Plan. The method of assessment shall be in proportion to the special benefits received by each property within the District as a result of Projects.

(E) Except as provided in any applicable collection agreement to which the District or the Program Port Authority, on behalf of the District, is a party, for the purpose of

levying an assessment, the District Board may combine levies for Projects, public improvements, and public services into one special assessment to be levied against each specially benefited property within the District.

**ARTICLE 8.**            **CHANGES IN STATE AND FEDERAL LAW**

The ability to issue or use Program Obligations to finance Projects and to have special assessments levied for that purpose is subject to a variety of state and federal laws. The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law.

**ARTICLE 9.**            **CHANGES IN THE RESIDENTIAL PROGRAM'S TERMS;  
SEVERABILITY**

Participation in the Residential Program is subject to the District Documents' terms and conditions in effect from time to time during participation. Changes to the District Documents authorized in this Plan or in the District Documents themselves may result in modifications to the terms of the Residential Program or to property owner obligations, but no change to any District Documents may materially modify the payment obligations to which a property owner is subject for a Project that has already been funded as part of the Residential Program. If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from the District Documents and shall not affect the validity and enforceability of any remaining provisions.

**ARTICLE 10.**        **DISCLOSURE OF INFORMATION**

The District and all District Documents are subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.*, and certain information may be exempt from disclosure based on exemptions available under those laws. The District and all District Documents may be subject to federal laws that prevent disclosure of certain information.

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