

ESTIMATE

**OHASPHALT.COM****Prepared For**

Village of South Amherst
 Attn: Dave , 103 W Main St,
 South Amherst , OH 44001
 (440) 986-1162

Pavement Maintenance of OH LLC

P.O. BOX 574
 Vermilion, OH 44089
 Phone: (440) 963-7982
 Email: ohasphaltoffice@gmail.com
 Web: ohasphalt.com

Estimate # 1939

Date 04/05/2023

Description	Rate	Quantity	Total
Property Russia Rd. 5004'	\$0.32	20,016	\$6,405.12
10,008' of 4" Edge lines "White" 10,008' Double Centerline, dash(S) "Yellow" 2 White Stop bars			
Property Annis Rd. South of the Bridge - Squires Schram Ditch- 4215'	\$0.32	16,860	\$5,395.20
8430' of 4" Edge lines "White" 8430' of Centerline, Dash " Yellow" 1 White Stop bar			
Property North and South Lake Streets- 11,120'	\$0.32	44,480	\$14,233.60
22,240' of 4" Edge lines "White" 22,240' of Centerline, Dash " Yellow"			
Property Quarry Rd. North of State Route 113- 930'	\$0.32	3,720	\$1,190.40
1860' of 4" Edge lines "White" 1860' of Centerline, Dash " Yellow"			

1 stop bar

Subtotal	\$27,224.32
Total	\$27,224.32

*** This Proposal/Estimate is good for 30 Days ***

All Material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Owner to carry fire insurance.

insurance

fire,tornado, and other necessary insurance.

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 Attn: Dave , 103 W Main St,
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Estimate # 1940

Date 04/05/2023

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Phone: (440) 963-7982

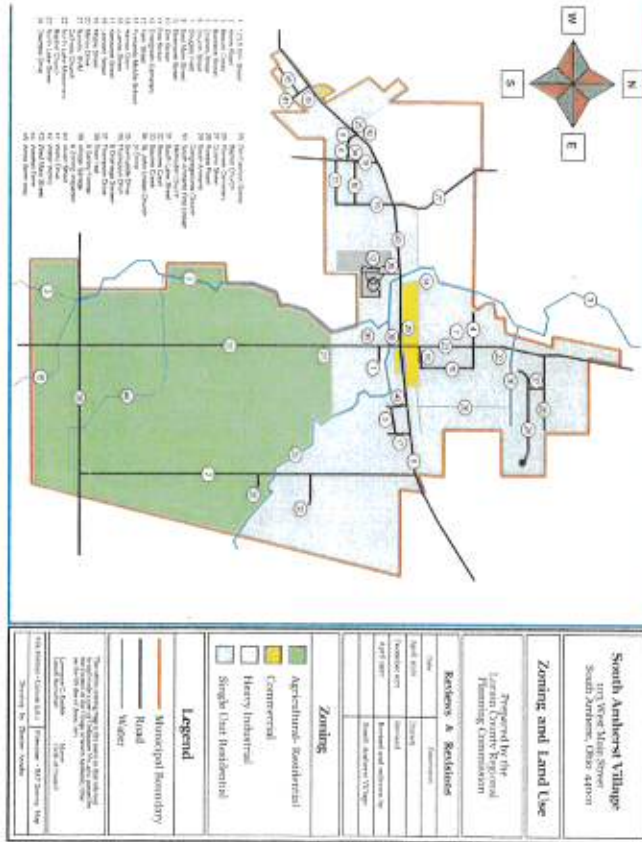
Email: ohasphaltoffice@gmail.com

Web: ohasphalt.com

Description	Rate	Quantity	Total
Pot Hole Patch	\$0.00	0	\$0.00
- Prep area			
- Install "Hot Mix asphalt"			
- Compact asphalt with mechanical roller			
- Seal edges of patches with joint sealer.			
Streets	\$41.95	145	\$6,082.75
South Lake St -	28 Areas		
Russia Rd. -	1 Areas		
Annis Rd.-	21 Areas		
Squires Ct.	Na		
Sunnyside Dr.	Na		
North Lake St.	10 Areas		
Maroy	14 Areas		
Thompson	6 Areas		
Oakdale	8 Areas		
Buckeye(both sides)	3 Areas		
Erie St.	14 Areas		
Juanita St.	6 Areas		
Elm off of S. Lake	Na		
Vivian St.	13 Areas		
Charles St.	9 Areas		
Kenwood St.	8 Areas		
Quarry Rd.	Na		
Maple	2 Areas		
Fren	NA		

Leonard St.	Na
Elm off of Leonard	Na
Church St.	Na
Eberhardt	Na
White Birch	2 Areas
Wallu	NA

Subtotal	\$6,082.75
Total	\$6,082.75



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insurance

fire,tornado, and other necessary insurance.

Village of South Amherst

Payment Listing

UAN v2023.2

3/24/2023 to 4/6/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
210-2023	03/24/2023	03/24/2023	CH	RLCWA	\$10,902.42	O
211-2023	03/24/2023	03/24/2023	CH	RLCWA	\$4,566.10	O
212-2023	03/29/2023	03/24/2023	CH	Columbia Gas	\$730.75	O
213-2023	03/29/2023	03/24/2023	CH	Columbia Gas	\$214.03	O
214-2023	03/29/2023	03/24/2023	CH	Columbia Gas	\$208.82	O
215-2023	03/30/2023	03/24/2023	CH	Ohio Edison	\$216.55	O
216-2023	03/30/2023	03/24/2023	CH	Ohio Edison	\$143.97	O
217-2023	03/30/2023	03/24/2023	CH	Ohio Edison	\$586.26	O
218-2023	03/31/2023	03/25/2023	EP	Robert Abfall	\$96.81	O
219-2023	03/31/2023	03/25/2023	EP	James Becker	\$188.47	O
220-2023	03/31/2023	03/25/2023	EP	Robert G Becker Jr	\$140.21	O
221-2023	03/31/2023	03/25/2023	EP	Jessica Beran	\$69.23	O
222-2023	03/31/2023	03/25/2023	EP	John Bloom	\$18.99	O
223-2023	03/31/2023	03/25/2023	EP	John R Crawford	\$448.29	O
224-2023	03/31/2023	03/25/2023	EP	John R Crawford III	\$254.37	O
225-2023	03/31/2023	03/25/2023	EP	Alexander J Gerakis Jr	\$178.88	O
226-2023	03/31/2023	03/25/2023	EP	Dennis M Hevener	\$516.11	O
227-2023	03/31/2023	03/25/2023	EP	Timothy J Moore	\$189.15	O
228-2023	03/31/2023	03/25/2023	EP	Blaze R Olejko	\$218.86	O
229-2023	03/31/2023	03/25/2023	EP	Kyle Urig	\$129.19	O
230-2023	03/31/2023	03/25/2023	EP	Ronald Zaleha	\$256.71	O
233-2023	03/31/2023	03/25/2023	EP	Laurie J Beran	\$224.86	O
234-2023	03/31/2023	03/25/2023	EP	Michael M Frazier	\$132.46	O
235-2023	03/31/2023	03/25/2023	EP	Michelle M Henke	\$1,742.14	O
236-2023	03/31/2023	03/25/2023	EP	Michele Jeffers	\$225.32	O
237-2023	03/31/2023	03/25/2023	EP	Andrew Johnson	\$76.20	O
238-2023	03/31/2023	03/25/2023	EP	Scott Jones	\$225.32	O
239-2023	03/31/2023	03/25/2023	EP	David J Leshinski	\$1,089.10	O
240-2023	03/31/2023	03/25/2023	EP	Mark Leshinski	\$139.46	O
241-2023	03/31/2023	03/25/2023	EP	Rosemary Leshinski	\$75.93	O
242-2023	03/31/2023	03/25/2023	EP	Jeanne Maschari	\$236.20	O
243-2023	03/31/2023	03/25/2023	EP	Matthew A Mishak	\$1,292.40	O
244-2023	03/31/2023	03/25/2023	EP	Thomas Pellittieri	\$119.59	O
245-2023	03/31/2023	03/25/2023	EP	Becky A Siesky	\$185.90	O
246-2023	03/31/2023	03/25/2023	EP	Jeri L Siss	\$215.90	O
247-2023	03/31/2023	03/25/2023	EP	Corey Timko	\$87.32	O
248-2023	03/31/2023	03/25/2023	EP	David T Troike	\$215.90	O
249-2023	03/31/2023	03/25/2023	EP	Zoltan Zoltai	\$139.19	O
251-2023	03/31/2023	03/27/2023	EP	Kenneth Collins	\$214.81	O
252-2023	03/31/2023	03/27/2023	EP	Dillon Crosier	\$329.10	O
253-2023	03/31/2023	03/27/2023	EP	Aaron Darnell	\$339.71	O
254-2023	03/31/2023	03/27/2023	EP	Michael M Frazier	\$2,116.98	O
255-2023	03/31/2023	03/27/2023	EP	Michael Harvan	\$1,203.48	O
256-2023	03/31/2023	03/27/2023	EP	Brandon Lawrence	\$417.51	O
257-2023	03/31/2023	03/27/2023	EP	Michael Randa	\$415.19	O
258-2023	03/31/2023	03/27/2023	EP	Jeffrey Saltis	\$1,234.53	O

Payment Listing

UAN v2023.2

3/24/2023 to 4/6/2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
260-2023	03/31/2023	03/27/2023	EP	Laurie J Beran	\$776.71	O
261-2023	03/31/2023	03/27/2023	EP	Dennis M Hevener	\$1,152.93	O
262-2023	03/31/2023	03/27/2023	EP	Paula S Knodel	\$218.67	O
263-2023	03/31/2023	03/27/2023	EP	Alexandra Sabine	\$667.84	O
264-2023	03/31/2023	03/27/2023	EP	David A Valentine Jr	\$1,367.70	O
267-2023	03/27/2023	03/27/2023	CH	Nextiva, Inc	\$51.88	O
268-2023	03/28/2023	03/28/2023	CH	Nextiva, Inc	\$321.81	O
269-2023	04/01/2023	04/04/2023	CH	SOUTH AMHERST VILLAGE	\$13,902.00	O
270-2023	04/01/2023	04/04/2023	CH	City of Oberlin	\$171.00	O
271-2023	04/01/2023	04/04/2023	CH	Treasurer State of Ohio	\$4,289.00	O
9031	03/24/2023	03/24/2023	AW	Scruples Cleaning Service	\$200.00	O
9032	03/24/2023	03/24/2023	AW	Anthem	\$515.00	O
9033	03/24/2023	03/24/2023	AW	Banks Manufacturing Co., Inc.	\$1,610.00	O
9034	03/24/2023	03/24/2023	AW	Atlantic Emergency Solutions	\$4,104.43	O
9035	03/24/2023	03/24/2023	AW	Public Entities Pool	\$26,528.00	O
9036	03/31/2023	03/25/2023	PR	Steven J Crawford	\$326.66	O
9037	03/31/2023	03/25/2023	PR	Kyle L Kudela	\$88.93	O
9038	03/31/2023	03/25/2023	PR	Andrew J Lawrie	\$337.63	O
9039	03/31/2023	03/25/2023	PR	Jacob Lawrie	\$67.41	O
9040	03/31/2023	03/27/2023	PR	Stephanee Moore Koscho	\$341.74	O
9041	03/29/2023	03/29/2023	AW	ProSource Water Products, Ltd.	\$198.00	O
9042	03/29/2023	03/29/2023	AW	OBM	\$95.19	O
9043	03/29/2023	03/29/2023	AW	Davis Tree Farm & Nursery Inc	\$189.00	O
9044	03/29/2023	03/29/2023	AW	VFIS of Ohio	\$1,049.00	O
9045	03/29/2023	03/29/2023	AW	The Henry P Thompson Co	\$2,233.10	O
9046	03/31/2023	03/29/2023	WH	VFIS of Ohio	\$17.00	O
Total Payments:					\$93,789.30	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$93,789.30	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

	GROSS RECEIPTS	OHIO REPARATIONS	CITY OF OBERLIN	TOTAL NET RECEIPTS TO SOUTH AMHERST	COMPUTER FUND CLERK FUND 2904	COMPUTER FUND COURT FUND 2093	GENERAL FUND 1000
2021							
SEPTEMBER	\$2,110.00	\$487.50	\$19.50	\$1,603.00	\$130.00	\$39.00	\$1,434.00
OCTOBER	\$3,470.00	\$830.00	\$30.00	\$2,610.00	\$220.00	\$66.00	\$2,324.00
NOVEMBER	\$3,934.00	\$929.00	\$36.00	\$2,969.00	\$250.00	\$75.00	\$2,555.00
DECEMBER	\$4,790.00	\$975.00	\$39.00	\$3,776.00	\$260.00	\$78.00	\$3,438.00
TOTAL	\$14,304.00	\$3,221.50	\$124.50	\$10,958.00	\$860.00	\$258.00	\$9,751.00
2022							
JANUARY	\$3,715.00	\$862.50	\$34.50	\$2,818.00	\$230.00	\$69.00	\$2,519.00
FEBRUARY	\$3,500.00	\$787.50	\$31.50	\$2,681.00	\$210.00	\$63.00	\$2,408.00
MARCH	\$10,875.00	\$2,289.00	\$90.00	\$8,496.00	\$610.00	\$183.00	\$7,703.00
APRIL	\$7,190.00	\$1,567.50	\$61.50	\$5,561.00	\$410.00	\$121.00	\$5,030.00
MAY	\$4,385.00	\$1,000.00	\$42.00	\$3,343.00	\$276.00	\$83.00	\$2,984.00
JUNE	\$4,820.00	\$1,106.50	\$43.50	\$3,670.00	\$300.00	\$90.00	\$3,280.00
JULY	\$4,715.00	\$1,117.50	\$43.50	\$3,554.00	\$290.00	\$87.00	\$3,177.00
AUGUST	\$4,185.00	\$1,037.50	\$40.50	\$3,107.00	\$270.00	\$81.00	\$2,756.00
SEPTEMBER	\$5,375.00	\$1,312.50	\$49.50	\$4,013.00	\$325.00	\$99.00	\$3,589.00
OCTOBER	\$8,830.00	\$2,194.00	\$87.00	\$6,549.00	\$599.00	\$178.00	\$5,772.00
NOVEMBER	\$10,085.00	\$2,340.00	\$93.00	\$7,652.00	\$640.00	\$194.00	\$6,818.00
DECEMBER	\$6,335.00	\$1,462.50	\$55.50	\$4,817.00	\$370.00	\$111.00	\$4,336.00
TOTAL	\$74,010.00	\$17,077.00	\$672.00	\$56,261.00	\$4,530.00	\$1,359.00	\$50,372.00
2023							
JANUARY	\$8,550.00	\$2,033.00	\$81.00	\$6,436.00	\$560.00	\$164.00	\$5,712.00
FEBRUARY	\$7,480.00	\$1,800.00	\$72.00	\$5,608.00	\$490.00	\$149.00	\$4,969.00
MARCH	\$18,362.00	\$4,289.00	\$171.00	\$13,902.00	\$1,142.00	\$346.00	\$12,414.00
APRIL							
MAY							
JUNE							
JULY							
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							
TOTAL	\$34,392.00	\$8,122.00	\$324.00	\$25,946.00	\$2,192.00	\$659.00	\$23,095.00

Village of South Amherst

103 West Main Street
South Amherst, OH 44001-2923
Office: 440/986-1061

Building permits issued for March 2023

421-427 W Main	Replace power supply box
313 N Lake St	Roof permit
237 W Main St	Waterproofing
444 W Main	Demo H2O Plant Inspection
120 E Main St	Roof

Zoning permits issued for March 2023

None

Info sessions for homeowners

Operation and Maintenance of Home Sewage Treatment Systems



Find out about the new operation and maintenance program for home sewage treatment systems (HSTS). You're invited to attend an info session with Lorain County Public Health to learn and discuss:

- What is the Operation and Maintenance (O&M) Program?
- When will O&M begin?
- What do I need to do as a homeowner?

Visit an info session this spring, from 6-8 PM on:

- **April 12** at Open Door Christian Schools
8287 W. Ridge Road, Elyria
- **April 19** at New Russia Township Hall
46300 Butternut Ridge Road, Oberlin
- **April 26** at Columbia Middle School
13646 W River Road, Columbia Station
- **May 3** at Wellington High School
629 N Main Street, Wellington



**Lorain County
Public Health**

For the Health of Us All

LorainCountyHealth.com/sewage
440-322-6367

**Lorain County Public Health works to protect people
and the environment by ensuring that sewage
systems are functioning and properly maintained.**

Questions & Answers

Home Sewage Treatment System



**Lorain County
Public Health**

About Operations & Maintenance (O&M)

What is O&M?

O&M is a new program to protect local waterways by ensuring that home sewage treatment systems (HSTS) work properly. All homes with a HSTS in Lorain County are enrolled in the O&M program by Lorain County Public Health (LCPH).

When will O&M begin?

All HSTS in Lorain County are required to have an O&M permit by 2024, issued by LCPH. Homeowners with a HSTS will receive permit applications in December 2023 and the permits are mailed in January. The operational permit application and fee are due January 31, 2024.

What do I need to do as a homeowner?

STEP 1: Check to be sure your home's information is correct.

Scan the QR code or go to bit.ly/HSTSdatabase.



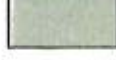
STEP 2: Update information if incorrect or missing.

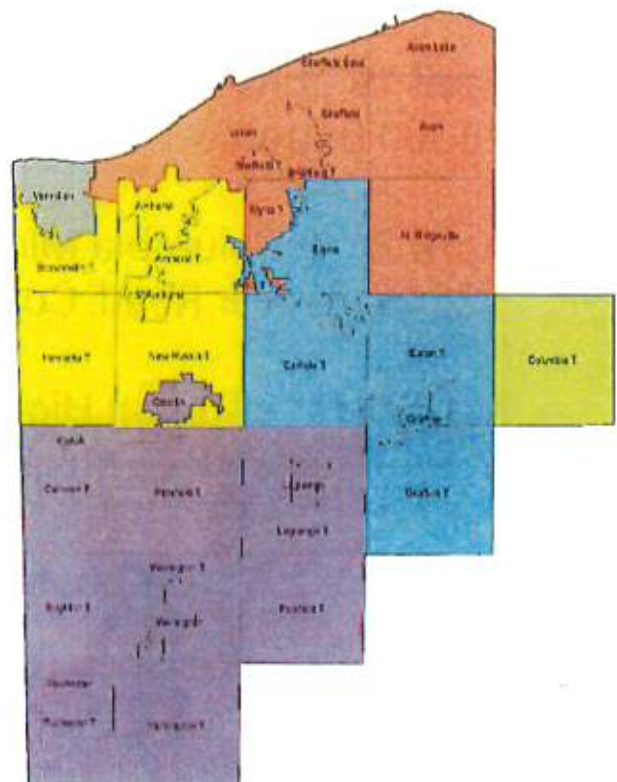
Scan the QR code or go to bit.ly/HSTSinfo.



Who do I contact if I have more questions?

Based on where you live, contact:

-  Jerry Murphy: 440-371-0750
-  Ann Maczuga: 440-284-3253
-  Heather Branscum: 440-370-5497
-  Ryan Tristano: 440-822-4780
-  Ali Schneider: 440-610-7334
-  Erie County Health Department: 419-626-5623



Other questions: 440-322-6367
LorainCountyHealth.com/sewage

Address	Violation	Date of Vio.	Action Taken	Date Rect. by Res.	Date Submitted to Police	Results
162 E Main St	521.08, 521.10, 521.14 Littering and deposit of garbage, rubbish, junk, etc., abatement of nuisances, public nuisances	8/10/2022	Certified Letter sent 8/10/22, Posting on door 3/22/23	4/4/2023		Owner has been cleaning up property and has a zoning inspection for shed to store belongings
132 E Main St	521.12, 521.14 Noxious weeds and Abatement of nuisances	8/22/2022	Certified Letter sent (returned) Email sent 10/4/22, Email sent on 3/22/23	4/4/2023		Email from owner that property was mowed by Born and is on a weekly maintenance schedule
114 Annis Rd	1129.04(e.) 521.14(a3)(b) Abatement of nuisances, General yard requirements (use of front yard)	8/22/2023				
457 Annis Rd	521.08(e.) 521.14(a3)521.10(b4) Abatement of nuisances, Littering and deposit of garbage, rubbish, junk, etc., Public nuisance	8/22/2023				
318 N Lake St	521.14(a3)(a5)303.10(a) Abatement of nuisance, Leaving junk vehicles on private property with permission of owner	8/22/2023				
334 N Lake St	521.14(a3)(a5)521.10(b2)303.10(a) Public nuisance, Abatement of nuisance, Leaving junk vehicles on private property with permission of owner	8/22/2023				
6475 Russia Rd	521.10(b2)521.14(a3)303.10(a) Public nuisance, Abatement of nuisance, Leaving junk vehicles on private property with permission of owner	8/22/2023				
111 W Main St	303.09 (a) Leaving junk & other vehicles on private or public property without permission or notification.	4/4/2023	Knockerd on door serveral times on 4/4 (no response) Placed notice on vehicle and front door on 4/5	4/5/2023		Vehicle removed from dumpster area, sign for authorized parking only being ordered

RecordsClerk

From: FireChief
Sent: Monday, April 3, 2023 4:30 PM
To: RecordsClerk
Subject: March Run Totals

For the month of March, we had a total of 25 calls.

We had 1 Investigation.

We had 6 Mutual aids given.

We had 13 EMS calls.

We had 1 MVA.

WE had 4 other fire runs.

We had a medical training. We did in house SCBA training, hose training and truck driving.

The Chief and Asst. Chief attend the monthly Chiefs mtg. And the ambulance board mtg.

FireChief

To: RecordsClerk
Subject: Administrative Assistant

SOUTH AMHERST FIRE DEPARTMENT
Administrative Assistant
JOB DESCRIPTION

Will work with department officers in researching products from various vendors.

Will work with vendors setting up different programs. (on MDTs tablets iPad for incident reporting.)

Will help with Fire and Ems reports.

Helps with training on electronic equipment.

Must be on the South Amherst Fire Department.

Reports to the Fire Chief.

Thanks Fire Chief Hevener



SOUTH AMHERST POLICE DEPARTMENT

103 WEST MAIN ST.
SOUTH AMHERST, OHIO 44001
PHONE: (440) 986-8118 FAX: (440) 986-8119
CHIEF OF POLICE MICHAEL M. FRAZIER

Police Department Activity Blotter

To: Mayor & Council

From: Chief Frazier

Date: April 6, 2023 (Traffic Citation for March 13 – April 6)

Traffic Citation Written: 81 Speed, 4 Right on Red, 3 Headlights Required, 1 Red Light, 1 No License, 1 DUS

All Traffic Stop Locations: Russia Road 42, West Main 35, East Main 11, North Lake 10 , South Lake 4, North Quarry 2, Annis 1, Leonard 1

Reports and Calls for Service:

100 Block East Main Street ... Jacob Vandergritt charged with DUS

103 West Main Street... Ashlee Lee arrested on SAPD Warrant

400 Block West Main ... Complaint of loud motorcycles

5000 Block Russia Road... Welfare check

800 Block South Lake Street ... Suspicious vehicle – vehicle found determined to be Amazon delivery

152 West Main Street... Alarm at old school, LCSO advised building checked, No entry

300 Block West Main Street... Abandoned vehicle found – Driver located ran out of gas

103 West Main Street... Complaint of threatening text messages – advised resident action to take

LCSO Reported Activity – 200 Block Oakdale DOA

South Lake Street Traffic Stop

Annis Road Alarm Check

Officers have started to complete the State mandatory police training. The purchase of the new cruiser is underway. I am working with the Fiscal Officer to complete the purchase.

Thank You,

Chief Michael M. Frazier

**RECORD OF ORDINANCE
VILLAGE OF SOUTH AMHERST**

Ordinance No. 1765-23

Passed:

**AN ORDINANCE FIXING RATE OF COMPENSATION FOR PART-TIME
MEMBERS OF SOUTH AMHERST VILLAGE FIRE DEPARTMENT
EFFECTIVE 1 APRIL 2023, AND DECLARING AN EMERGENCY**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF SOUTH AMHERST, LORAIN COUNTY, STATE OF OHIO THAT:**

SECTION 1: The Council of the Village of South Amherst hereby approves and authorizes the Fiscal Officer to implement and pay the compensation for paid part-time members of the Village of South Amherst Fire Department hereinafter set forth:

Chief	\$4,000.00 per annum
Assistant Chief.....	\$3,100.00 per annum
Captain.....	\$750.00 per annum
Lieutenant.....	\$500.00 per annum
Administrative Assistant.....	\$500.00 per annum
Auxiliary Firefighter.....	\$120.00 per annum
Firefighter.....	\$11.00 per hr./with a minimum of \$11.00 per call out per fire (the hourly rate applies for assigned/required duties other than fires or call outs)
Firefighter/Auxiliary Firefighter.....	\$11.00 per hr./mandatory training

Specialized Teams:

USAR Team Members, HAZMAT Team Members, Swift water/Water rescue/ Dive Team Members, Arson Investigators, any other team that the County may create in the future.

(These Specialized Teams shall be paid \$11.00 an hour per call out and trainings.)

SECTION 2: The rate of compensation for employees paid hourly shall be effective 1 April 2023.

SECTION 3: This Ordinance hereby repeals any and all provisions of Ordinances which are in conflict herewith.

SECTION 4: It is found and determined that all formal actions of this Council and relating to the adoption of this Ordinance were in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: That this Ordinance is declared to be an emergency measure necessary for the efficient and orderly operation of the Village of South Amherst, and the immediate

preservation of the public health, safety and welfare of the Village, wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval.

First Reading:

Second Reading:

PASSED:

David J. Leshinski, Mayor

ATTEST: _____
Fiscal Officer

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 1702-21 was made by posting true copies thereof in at least three of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director
Ord. 1765-23 SAFD Rate of Compensation

**RECORD OF ORDINANCE
VILLAGE OF SOUTH AMHERST**

Ordinance No. 1766-23

Passed:

AN ORDINANCE REPEALING EXISTING SOUTH AMHERST CODIFIED ORDINANCE SECTION 1301.01 AND ENACTING NEW SOUTH AMHERST CODIFIED ORDINANCE SECTION 1301.01 ADOPTION OF OHIO BUILDING CODE AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SOUTH AMHERST, LORAIN COUNTY, STATE OF OHIO THAT:

SECTION 1: The Council of the Village of South Amherst hereby repeals existing South Amherst Codified Ordinance Section 1301.01 and enacts new South Amherst Codified Ordinance Section 1301.01 as follows:

There is hereby adopted by the Municipality, the most recent edition of the Ohio Building Code (OBC) and related codes as adopted by the Ohio Board of Building Standards, Department of Industrial Relations and as identified and published in Division 4101:1 et seq. of the Ohio Administrative Code (OAC).

SECTION 2: This Ordinance shall repeal all Ordinances in conflict herewith.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council 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 Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is declared to be an emergency measure necessary for the efficient and orderly operation of the Village of South Amherst and services to the Village, and the immediate preservation of the public health, safety and welfare of the Village, wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval.

First Reading:
Second Reading:
PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 1766-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director
SA\2023.1766-23 Repel/Enact Adopt Building Code

RESOLUTION NO. 689-23

*Northeast Ohio Public Energy Council (NOPEC)
Energized Community Grant Program 2023 NEC Grant Acceptance*

Lorain County, Ohio

Be It Resolved, *by the Council of the Village of South Amherst*

WHEREAS, this date, April 10, 2023, Council moved to adopt the following Resolution:

WHEREAS, the Village of South Amherst authorizes the Mayor all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2023 Energized Community Grant.

WHEREAS, the Village of South Amherst is a member of NOPEC and is eligible for one or more NOPEC Energized Community Grant (s) for 2023 as provided for in the NEC Grant Program guidelines (Exhibit A); and

NOW THEREFORE, it is hereby **RESOLVED** by the Council that:

the Village of South Amherst wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form (Exhibit B) presented to this Council to receive one or more NEC Grant (s); and

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 10th day of April, 2023

First Reading:

Second Reading:

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 689-23

*Northeast Ohio Public Energy Council (NOPEC)
Energized Community Grant Program 2023 NEC Grant Acceptance*

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 689-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA 2023 Res. 689-23 NOPEC 2023 Grant Accept



NOPEC Energized Community (NEC) Grant 2023 Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2023, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Community Investment Manager (CIM) will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2023. Any grant funds not accepted, with an approved community profile by June 30, 2023, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2025. Funds not drawn down by that date will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1, 2023, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2023, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2023, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using August 2021-September 2022 metered accounts. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties and regional council of governments (COG) will also receive grants based on the communities and programs enrolled through the county or COG membership. Grants will be calculated using the same averaging method as the community grants. County and regional COG members will receive [\$1.50] for gas and

[\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities, regional COG and counties will be notified by letter in January 2023 of the grant amount available for its use. Each community must enter into a grant agreement, if required, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the profile and disbursement request processes, will be completed, and submitted online.

Processing: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in 2022 and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2023. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2023 award.

Staff will review each request to determine if it meets the criteria and formally approve each project funded. Communities may begin the work during the review process, but it does not guarantee funding approval. Work that is determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible uses include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Streetlights and traffic lights are also eligible, if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging stations and emergency

generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefitting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2023 NEC Grant award.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities enrolled in the gas program only, 2023 NEC Grant awards will become available for disbursement after the community has an approved 2023 profile. Those communities receiving a bonus rate for the award calculation, will have those bonus amounts (sans electric base award) available for disbursement after they have an approved 2023 profile. Base electric awards will become available for those communities with an approved 2023 grant profile on October 1, 2023.

This is not a reimbursement grant, i.e., communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed or signed

contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests.

The CIM will review all disbursement requests and submit them for processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The CIM will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

NOPEC 2023 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and Village of South Amherst, Lorain County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2023 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2023 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2023, and shall expire on December 31, 2023, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: Mayor
Name: David J. Leshinski
South Amherst, Ohio

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

Village of South Amherst, Ohio

Individual Authorized by Grantee's
Legislation

By: _____

Title: _____

Date: _____

GRANTOR:

NOPEC, INC.

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

Energized Community (NEC) Grant



The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects.

Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.

Steps to Securing your Grant Dollars

1. Submit Profile - Due by June 30th

- A. Accept funds by passing community legislation
- B. Sign grant agreement if you did not enter into one in 2020

2. Submit Application - Due by October 31st

Communities can submit multiple applications for projects and/or escrow funds. Please make sure your entire available balance is secured.

Questions? Contact Jessica Chiano at 440.249.7072 or grants@nopec.org.

Ideas for 2021 Grant Projects

Grants can be used for government, residential and commercial properties. Here are some examples of what you can use for your grant dollars:

- LED signs
- Traffic signal upgrades
- Insulation
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances

RESOLUTION NO. 691-23

*Agreement with Sunbelt Rentals, Inc. on behalf of the
Village of South Amherst Service Department for Rental Equipment*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, April 10, 2023, Council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Village of South Amherst authorizes the Mayor to enter into an agreement with Sunbelt Rentals, Inc. on behalf of the Service Department.

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst elects to enter into an agreement with Sunbelt Rentals, Inc. per the Rental Contract Terms and Conditions (Exhibit A) and the Account Application Agreement (Exhibit B1 & B2); and

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 10th day of April, 2023

First Reading: April 10, 2023

Second Reading: April 10, 2023

PASSED: April 10, 2023

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 691-23

*Agreement with Sunbelt Rentals, Inc. on behalf of the
Village of South Amherst Service Department for Rental Equipment*

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 691-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA\2023 Res. 691-23 Sunbelt Rental Inc. Agreement



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[HOMEPAGE](#) / [LEGAL](#)

Sunbelt Rentals Terms and Conditions - U.S.

1. DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during no.

business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. "Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2. TERMS. Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3. PERMITTED USE. Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer

shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4. PROHIBITED USE. Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced

plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

8. RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9. INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for

Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10. RENTAL PROTECTION PLAN. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "**Conditions**" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "**Exclusions**" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within

48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11. RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12. PAYMENT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or

ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13. RETURN OF EQUIPMENT. Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain and Pick-Up number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14. PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an **"AS IS, WHERE**

IS” basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer’s payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15. DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt’s demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt’s costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16. CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17. ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt’s own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18. FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a “convenience charge” will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option – if Customer returns the Equipment with at least as much fuel as when it was received (most

Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19. ACCOUNT SUSPENSION/TERMINATION/BLOCKING: Sunbelt Rentals reserves the right to suspend, terminate, and/or block customer accounts for any reason, including, but not limited to, suspicious/malicious activity or the account being compromised in any way.

20. LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

21. JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

22. ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

23. COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining

any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

24. COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

25. GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

26. FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

27. MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as

a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at <https://www.sunbeltrentals.com/legal/safety/shoring/>.

Rev Date 11/19/2021



GET SUPPORT

**Need help finding the
right equipment?**

Call us at **800-667-
9328** and we'll make it
happen.

Find equipment

View all equipment rentals

Find a location

Customer support

APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information

TERMS & AGREEMENT *(Must be signed for account processing)*

The undersigned ("Customer") in consideration of Sunbelt Rentals, Inc. or any of its subsidiaries and affiliated entities, successors or assigns ("Sunbelt") extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by Customer from Sunbelt are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Sunbelt's rental contract, which are on the reverse side of each and every rental contract, found at www.sunbeltrentals.com/about/terms-and-conditions/ and available in writing, upon request, including the release, indemnification and insurance provisions in sections 8 and 9 ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to Customer, whether or not Customer executes each Rental Contract; and (d) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only). Sunbelt shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. government agency, and agrees to notify Sunbelt should they become listed in the future. Refer to www.treas.gov/offices/enforcement/ofac/ for information regarding the SDN list and to www.bis.doc.gov for information on other denied parties lists and other U.S. export restrictions.

In making this Agreement upon which Sunbelt will rely to extend commercial credit, I/We agree to Sunbelt's terms of payment as follows: NET DUE UPON RECEIPT on all accounts and service charges of 1.5% per month on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Sunbelt within fifteen (15) days of the receipt of the invoice/contracts are deemed correct and undisputed. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to, reasonable attorney's fees, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies.

The individual executing this Agreement below warrants that (i) she is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. I/We authorize Sunbelt to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Sunbelt to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Sunbelt's calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

Print Customer Name: _____

Print Authorized Officer's Name: _____

Authorized Officer's Signature: _____

Print Authorized Officer's Title: _____

Date: _____

INDIVIDUAL PERSONAL GUARANTY

The undersigned guarantor(s), for and in consideration of Sunbelt extending credit at my/our request to the Customer named above, in which I/we have a financial interest, jointly, severally and unconditionally personally guarantee prompt payment and performance of any obligations Customer to Sunbelt whether now existing or hereinafter made, and further agree to bind myself/ourselves to pay on demand any sum which is due by Customer to Sunbelt whenever Customer fails to pay the same. It is understood that this guaranty shall be absolute, continuing and irrevocable for such indebtedness of Customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to this debt, notice of protest, dishonor, diligence, maturity, default or nonpayment, acceptance of this guaranty, extending of any guaranteed indebtedness already or hereafter contracted for by Customer, any modifications or renewals of any credit agreement evidencing the indebtedness hereby guaranteed and all setoffs and counterclaims.

If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies.

The Undersigned recognizes the obligation of the Applicant and the undersigned and agrees to hold the portion of all payments received by Applicant which include payment to Applicant for the rent and/or purchase of equipment and supplies furnished by Sunbelt pursuant to this agreement to be held in a separate trust account for payment to Sunbelt. The undersigned agrees to act as fiduciary for payment to Sunbelt and agrees that Applicant shall not use said payments for any other purpose, in exchange for the Applicant's ability to rent and/or purchase equipment and supplies on a credit account. The undersigned agrees that any failure to hold payments in trust for Sunbelt shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 USC 523 (a)(4) and (6). The undersigned represent that (i) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (ii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Sunbelt shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). I/We authorize Sunbelt to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof), Guarantor(s) information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.

Guarantor's Signature: _____

Guarantor's Signature: _____

Print Guarantor's Name: _____

Print Guarantor's Name: _____

Address: _____

Address: _____

SSN: _____

SSN: _____

Witness Signature: _____

Witness Signature: _____

Print Witness Name: _____

Print Witness Name: _____

Date: _____

Date: _____

In order to process your request, this agreement must be signed. Please attach a company credit profile if available.

Fax to your nearest Sunbelt Rentals Location —or— 888-886-7820

Mail: Sunbelt Rentals, Inc. • 1004 Hickory Hill Lane, Unit 1 • Hermitage, TN 37076 • 800-508-4756



Account No. _____ PC # _____ Rep # _____
APPLICATION FOR CREDIT & RENTAL AGREEMENT
Confidential Credit Information

Phone: 800-508-4756 Fax: 888-886-7820 E-mail: sunbeltcredit@sunbeltrentals.com

sunbeltrentals.com

You can also apply online—go to: www.sunbeltrentals.com/credit

In order to process your request, this agreement must be signed. Please attach a company credit profile if available.

AC 3/17c

Village of South Amherst
Customer Name (Individual or Company)
103 W. MAIN ST
Physical Address
SOUTH AMHERST
City
OH 44001
State, Zip Code
103 W. MAIN ST
Mailing Address
SOUTH AMHERST
City
OH 44001
State, Zip Code

BUSINESS INFORMATION ☐ Corporation ☐ LLC ☐ Partnership ☐ Proprietorship Length of Time in Business _____
(If less than 2 years, please provide INDIVIDUAL PERSONAL GUARANTEE information below and sign guaranty on reverse side.)
Previous Business Name _____ D & B# _____
Have you ever filed bankruptcy? _____ Federal Tax ID# _____
Bonding Agent Name and Address _____

SIGNATORY INFORMATION (Authorized Agent)

DAVID J. LESHINSKI
Name (Please Print) MAJOR
Title / Relationship to Customer
103 W. MAIN ST.
Address
SOUTH AMHERST
City OH 44001
State Zip
440-986-2222 EXT. 3
Phone Number
MAJOR@SOUTHAMHERST.ORG
Email Address
Social Security Number _____

BANKING INFORMATION

BUCKEYE COMMUNITY BANK
Bank Name
SARAH SMITH 440-233-3925 EMAIL: SSSMITH@BUCKEYEBANK.COM
Contact Name
105 SHEPHERD CENTER
Address
LORAIN OH 44055
City State Zip
Checking Account Number _____ Loan Account Number _____

ACCOUNTING INFORMATION

Purchase Order Number Required? ☒
Job #s Required ☐
Tax Exempt? ☒
If checked, attach proper forms.
Interested in online access to Account Information? ☐
Insurance Co. PUBLIC ENTITIES POOL (PEP)
Insurance Contact Person SHANNON BOLAN
Insurance Co. Phone No. 937-913-1307
Certificate of Insurance being forwarded ☐
Insurance Certificate required prior to rental.
MICHELLE HENKE FISCAL OFFICER@SOUTHAMHERST.ORG 440-986-2222 EXT. 2 440-986-2270
Accounts Payable (A/P) Contact A/P E-Mail Address A/P Phone Number A/P Fax Number

TRADE REFERENCES	City, State	Phone Number

Rental Companies Previously Used? ☐ United/RSC ☐ Herc/Hertz ☐ Other _____

Continued on back of form

RESOLUTION NO. 692-23

*Authorization of payment to Kelly Brothers Construction, Inc.
Water Treatment Plant Demolition*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, April 10, 2023, Council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Village of South Amherst authorizes the payment to Kelly Brothers Construction, Inc for the demolition of the Water Treatment Plant.

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst elects to authorize payment to Kelly Brothers Construction, Inc. according to Agreement – The Village of South Amherst & Kelly Brothers Construction, Inc. Article 5 (Exhibit A), in the amounts of \$30,425.00 (Exhibit B), and \$630.00 (Exhibit C) and;

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 10th day of April, 2023

First Reading:

Second Reading:

PASSED:

David Leshinski, Mayor

ATTEST: _____

Fiscal Officer

RESOLUTION NO. 692-23

*Authorization of payment to Kelly Brothers Construction, Inc.
Water Treatment Plant Demolition*

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 692-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA12023 Res. 692-23 Payment to Kelly Bros.

Scope of Work

Amount

One (1) Asbestos Survey

Demolish and Remove One (1) (each)

- Treatment Plant Building; and
- Wood Frame Garage

Remove Foundations, Walls, Floors, etc., at Work Site

Fill Area to Grade with Clean Fill

Sub-Total: \$30,425.00

Grade, Seed, and Straw Disturbed Areas

\$3,000.00

ARTICLE 5 - PAYMENT PROCEDURES

PAYMENT WILL BE MADE WITHIN 30 DAYS OF COMPLETION BY LORAIN COUNTY LAND BANK. 15% RETAINAGE WILL BE HELD UNTIL COMPLETION INSPECTION IS COMPLETED AND APPROVED.

Partial payments will be made within thirty days of receipt of invoice, provided that said invoice has been approved by resolution of the South Amherst Village Council, and that all work performed is in compliance with the Technical Specifications. Final payment will be held four (4) weeks after hydro seeding has been performed to insure proper lawn growth. Final payment shall not be subject to interest nor required to be deposited with an escrow agent. 15% of payment will be held back until final completion inspection can be completed by the Village.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

The Contractor acknowledges that it has taken the steps reasonably necessary to ascertain the nature and the location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work, its cost, including but not limited to (1) the cost of purchasing, transportation, handling and storage of materials and supplies, (2) the availability of labor, (3) the uncertainties of weather or similar physical conditions, including the time of year the project is to be completed, (4) all other physical conditions which can impact the cost of doing work, (5) the character of the equipment and facilities needed to prepare to do the work and to carry out the work to be performed, considering the work area, and the access to each property as listed in Article 1, (6) the cost of the Contractor's overhead, (7) the cost of providing worker supervision and management, (8) the cost of providing insurance, bonds, and related expenses.

The Contractor also acknowledges that it has had sufficient time to review all contract documents and to make all investigations necessary to reasonably ascertain the cost of doing the work. Further, the Contractor has correlated the results of its observations, examination, investigations and reviewable work conditions with the terms and conditions of all the contract documents including any Addenda listed on the Contractor's Proposal Form, in determining the price it provided for the work. The Contractor acknowledges that the Village assumes no responsibility for any understanding reached or representations made concerning conditions which can affect the work, by any of its officers, employees, or agents before execution of this Agreement, unless that understanding or representation is expressly stated in the Contract Documents which are a part of the Agreement.

By executing this Agreement, the Contractor confirms that neither he/she nor the business is listed on the federal government's Excluded Parties List System.



Kelly Brothers Construction, Inc.
PO Box 311
Elyria, OH 44036

INVOICE

Exhibit B Resolution 692-23

Village of South Amherst
103 West Main St
S. Amherst, OH 44001

Project Name: 444 West Main Street
Invoice Date: March 29, 2023
Invoice #: 3963
Purchase Order #: 2302

Description	Quantity	Unit	Unit Price	Extension
Per Proposal #9517-R Provide one (1) asbestos survey Demolish and remove one (1) treatment plant building Demolish and remove one (1) wood-frame garage Remove foundations, walls, floors, etc. Fill area to grade with clean fill Per Proposal #9517-R	1.00	LS	\$30,425.00	\$30,425.00
NOTICE OF FURNISHINGS By furnishing the construction materials and equipment described in this invoice, the supplier acquires lien rights to the property that is improved. It is required that you immediately provide the supplier with a copy of the Owners Notice of Commencement required by Section 1311.04 ORC. Owner will take notice that unless this invoice is paid in accordance with the terms stated, Kelly Brothers Construction, Inc. will exercise its Lien Rights as Provided by Ohio Law.			Total	\$30,425.00



Kelly Brothers Construction, Inc.
PO Box 311
Elyria, OH 44036

INVOICE

Exhibit C Resolution 692-23

Village of South Amherst
103 West Main St
S. Amherst, OH 44001

Project Name: 444 West Main Street
Invoice Date: March 28, 2023
Invoice #: 3964
Purchase Order #: 2302

Description	Quantity	Unit	Unit Price	Extension
Asbestos Abatement by CTG Environmental				
Per CTG Environmental	1.00	LS	\$600.00	\$600.00
Allowed mark-up	1.00	LS	\$30.00	\$30.00
NOTICE OF FURNISHINGS By furnishing the construction materials and equipment described in this invoice, the supplier acquires lien rights to the property that is improved. It is required that you immediately provide the supplier with a copy of the Owners Notice of Commencement required by Section 1311.04 ORC. Owner will take notice that unless this invoice is paid in accordance with the terms stated, Kelly Brothers Construction, Inc. will exercise its Lien Rights as Provided by Ohio Law.			Total	\$630.00

RESOLUTION NO. 693-23

Verizon Wireless Agreement

Lorain County, Ohio

Be It Resolved, *by the Council of the Village of South Amherst*

WHEREAS, this date, April 10, 2023, Council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Village of South Amherst authorizes the Mayor to enter into an agreement with Verizon Wireless.

NOW THEREFORE, it is hereby RESOLVED by the Council that:

The Village of South Amherst elects to enter into an agreement with Verizon Wireless per the Government Cooperative Contract (Exhibit A), Participating Addendum (Exhibit B), Tax Blanket Exemption Certificate (Exhibit C), Current Equipment List (Exhibit D) and;

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 10th day of April, 2023

First Reading:

Second Reading:

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 693-23

Verizon Wireless Agreement

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Ordinance No. 693-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA'2023 Res. 693-23 Verizon Agreement



NASPO ValuePoint

PARTICIPATING ADDENDUM

wireless, data, voice and accessories

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A Verizon wireless**

Participating Entity:

1. Scope: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms

PARTICIPATING ADDENDUM

wireless, data, voice and accessories

Led by the state of Utah

and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement, and to the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at <https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/> (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Contact Name:	
Address:	
City, State, Zip:	

PARTICIPATING ADDENDUM**wireless, data, voice and accessories**

Led by the state of Utah

Telephone:	
Email:	

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties



NASPO ValuePoint

PARTICIPATING ADDENDUM

wireless, data, voice and accessories

Led by the state of Utah

The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity:	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature:	Signature:
Printed Name:	Printed Name: Todd Loccisano
Title:	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

Contractor - email a fully executed PDF copy of this document to:



NASPO ValuePoint

PARTICIPATING ADDENDUM

wireless, data, voice and accessories

Led by the state of Utah

PA@naspovaluepoint.org

*To support documentation of participation and posting
in appropriate databases*



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Verizon Wireless

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

FOR WIRELESS SERVICES & EQUIPMENT

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

Street address

City, state, ZIP code

Signature

Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

User Name	Mobile No.	Device	Device Type	Equipment Protection	Equipment Protection Amount
JOHN CRAWFORD	4403207820	MOTO ONE 5G UW	SMARTPHONE	N	
DENNIS HEVEVER	4403208037	IPHONE 13 128 BLUE	SMARTPHONE	Y	\$16.00
SOUTH AMHERST PD	4403704243	GETAC F110 EM7511	TABLET	N	
SOUTH AMHERST PD	4405970793	GETAC F110 EM7511	TABLET	N	
MICHELLE HENKE	4405970895	LG GPAD 5	TABLET	Y	\$13.00
MICHELLE HENKE	4405970896	LG GPAD 5	TABLET	Y	\$13.00
AMHERST PD SOUTH	4406536045	SAMSUNG GALAXY S20 FE 5G NAVY	SMARTPHONE	Y	\$16.00
MICHAEL FRAZIER	4406543330	Samsung Galaxy S7 Black 32GB	SMARTPHONE	N	
DAVE LESHINSKI	4407144247	IPHONE 11 WHITE 64GB VZ	SMARTPHONE	Y	\$4.15
PAULA KNODEL	4409850171	IPHONE 12 64GB PURPLE	SMARTPHONE	Y	\$16.00
LAURIE BERAN	4409861061	IPHONE SE 20 64GB BLACK	SMARTPHONE	N	
LABORER STREET	4409861162	IPHONE 13 128 MIDNIGHT	SMARTPHONE	Y	\$16.00

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

Lease No. TBD

Lessee: Sample

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Counterparts. This Master Agreement or any Schedule may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument and either of the parties hereto may execute this Master Agreement or any Schedule by signing any counterpart, except that to the extent that this Master Agreement or any Schedule constitutes chattel paper, no security interest therein may be perfected through possession except by possession of Counterpart No. 1 of a Schedule with respect to that Schedule and the Master Agreement as it relates to that Schedule.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of _____, 201__.

Lessee: SAMPLE

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____

By: _____

Title:

Title: Member

OPINION OF COUNSEL

Lease No. _____

With respect to that certain Master Equipment Lease-Purchase Agreement # _____ dated _____, 201__ by and between Statewide Emergency Products, LLC dba Statewide Municipal Leasing (Lessor) and the _____ (Lessee) as Supplemented by Schedule A thereto (the "Master Agreement"), I am of the opinion that:

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

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

Attorney for Lessee

Complete at least one of the following steps:

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

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

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

Insurance Company:

Address: City: State: Zip Code:

Agent Name:

Expiration Date:

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

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

Name of insurance pool/fund:

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

Self-Insured Physical: \$ Expiration Date:

Sign to acknowledge the provided insurance information is correct:

Signature: _____

Title: _____

AMENDMENT

Lease No. _____

That certain Master Equipment Lease-Purchase Agreement, Lease No. _____, by and between Statewide Emergency Products, LLC dba Statewide Municipal Leasing ("Lessor") and the _____ ("Lessee"), dated as of _____, 201__ is hereby amended as follows:

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the ____ day of ____ 201__

Lessee: Sample

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____

By: _____

Title:

Title: Member

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

Lease No. _____

This Equipment Schedule dated as of _____, 201_, is being executed by Statewide Emergency Products, LLC dba Statewide Municipal Leasing ("Lessor"), and _____ ("Lessee"), as a supplement to, and is hereby made a part of that certain Master Equipment Lease-Purchase Agreement dated as of _____, 201_ ("Lease"), between Lessor and Lessee.

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

Initial Term: 4 Years Commencement Date: _____, 201_

Periodic Rent: \$ _____ Consecutive (4) Four Payments of \$ _____ each (including interest), followed by one final payment of \$1, due under this Lease. The Periodic Rent Payment Also includes any applicable sales/use tax due and payable on the Lease Payment Dates, set forth in Schedule B.

EXECUTED as of the date first herein set forth.

Lessee: Sample

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____

By: _____

Title:

Title: Member

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

Complete at least one of the following steps:

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

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

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

Insurance Company:

Address: City: State: Zip Code:

Agent Name:

Expiration Date:

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

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

Name of insurance pool/fund:

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

Self-Insured Physical: \$ Expiration Date:

Sign to acknowledge the provided insurance information is correct:

Signature:

Reference Number						230197SR					
Statewide Ford Lincoln 1108 W. Main Street Van Wert, Ohio 45891			Revision Level		Sales Rep Name		☒ SFL Vehicle Build		Location Of Job		
			Date	1/26/2023	Steve Rick	☐ Cust. Vehicle Build	☒ SEP Location				
			Vehicle	2023 Utility	Purchase Order Number	Estimated Time	☐ Cust. Location				
			Status	Quote Valid 30 Days		Other					
Customer Billing Information			Contact Information			Customer Shipping Information					
Purchaser Name	South Amherst Police Dept.		Email	frazier@southamherstdpd.com		Drop Ship Company					
Contact Name	Chief Michael Frazier		Phone	440-986-8118		Delivery Attention					
Mailing Address	103 W. Main St.		Fax			Delivery Address					
City, State & Zip	South Amherst, OH 44001		Package #			City, State & Zip					
Notes Section:											
QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options					
-1	Ford	99B	Remove Hybrid Engine To 3.3L Gas Engine	\$ 2,200.00	\$ (2,200.00)						
1	SFL	Ready For Patrol Black	2023 Utility Stock Program from Statewide Ford Utility Interceptor, AWD, Hybrid engine LED ready headlights, Red/Clear Light In Cargo Area Heated Mirrors, Courtesy Lamps Inoperative Global Unlock, Rear Door Handles Inoperative Keyed Alike 1284X Delivery charge (included)	\$59,718.00	\$ 59,718.00						
Following Equipment Included In Stock Price:											
			Tall Man Recessed Partition With Center Sliding Window								
			Rear Partition With Upper Metal Screen								
			Replacement Seat With Outboard Seatbelts Vertical Steel Window Guards								
			Dual Weapon Mount With Universal Locks								
			Havis Console With Dual Cup Holder & Height Adjustable Armrest, Swing Arm For Laptop Cradle								
			Magnetic Mic								
			Secure Idle								

Statewide Municipal Leasing
1108 West main Street
Van Wert Ohio 45891

South Amherst Village of

Compound Period: Annual

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	01/27/2023	57,976.00	1		
2 Lease Payment	01/27/2023	21,283.41	3	Annual	01/27/2025
3 Residual	01/27/2025	1.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	01/27/2023					57,976.00
1	01/27/2023	21,283.41 - 38,000		0.00	21,283.41	36,692.59
2023 Totals		21,283.41	0.00	0.00	21,283.41	
2	01/27/2024	21,283.41		3,852.72	17,430.69	19,261.90
2024 Totals		21,283.41	0.00	3,852.72	17,430.69	
3	01/27/2025	21,283.41		2,022.50	19,260.91	0.99
Residual	01/27/2025		1.00	0.01	0.99	0.00

1st Payment Due at Delivery

We charge no documentation or set up fee

Financing is subject to:

- 1) Municipality's most recent audited financial statement
- 2) Mutually acceptable documentation

Statewide Municipal Leasing
1108 West main Street
Van Wert Ohio 45891

2025 Totals	21,283.41	1.00	2,022.51	19,261.90
Grand Totals	63,850.23	1.00	5,875.23	57,976.00

1st Payment Due at Delivery

We charge no documentation or set up fee

Financing is subject to:

- 1) Municipality's most recent audited financial statement
- 2) Mutually acceptable documentation

SCHEDULE B

PAYMENT SCHEDULE

Lease No. _____

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

DELIVERY AND ACCEPTANCE CERTIFICATE

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

LESSEE: SAMPLE

By: _____

(Title)

DATE ACCEPTED: , 201_

RESOLUTION NO. 695-23

*Rate of Compensation for
Service Worker & Street Supervisor*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, April 10, 2023, Council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Council of the Village of South Amherst hereby fixing the rate of compensation of Service Worker & Street Supervisor with an hourly rate of \$18.50/hour, effective April 10, 2023.

WHEREAS, This Resolution hereby repeals any and all provisions of Ordinances and/or Resolutions which are in conflict herewith.

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this Resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 10th day of April 2023

First Reading:

Second Reading:

PASSED:

David Leshinski, Mayor

ATTEST: _____
Fiscal Officer

RESOLUTION NO. 695-23

*Rate of Compensation for
Service Worker & Street Supervisor*

Lorain County, Ohio

I, Michelle Henke, Fiscal Officer of the Village of South Amherst, certify there is no newspaper of general circulation published in the municipality and the publishing of this Resolution No. 695-23 was made by posting true copies thereof in at least five of the most public places in the said Village, determined by Council, for a period of not less than fifteen (15) days, following the passage.

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director

SA 695-23 Compensation Service Worker & Street Supervisor.