

ORDINANCE NO. 8-2022

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A BOND IN A PRINCIPAL AMOUNT NOT TO EXCEED ELEVEN MILLION THREE HUNDRED TWO THOUSAND AND SIXTY-ONE DOLLARS (\$11,302,061.00) FOR SALE TO THE WATER POLLUTION CONTROL LOAN FUND OF THE STATE OF OHIO TO FINANCE THE COSTS OF IMPROVEMENTS TO THE VILLAGE'S WASTEWATER SYSTEM; PLEDGING CERTAIN REVENUES FROM THE WASTEWATER SYSTEM ON A SUBORDINATED BASIS TO SECURE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BOND AND THE TRUST AGREEMENT AND OTHER DOCUMENTS AND THE TAKING OF OTHER ACTIONS RELATED TO THE ISSUANCE AND SALE OF THE BOND; AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Madison seeks to construct additions or improvements to its wastewater system (the "System"), specifically, a sanitary sewer line interconnect to the Lake County wastewater system (the "Project"); and

WHEREAS, the Village has applied for financial assistance for the Project from the Water Pollution Control Loan Fund of the State of Ohio (the "WPCLF") and has requested that such financial assistance be repaid to the WPCLF over a period of forty-five (45) years; and

WHEREAS, in order for the WPCLF to provide financial assistance for the Project to the Village and to allow that assistance to be repaid over a period in excess of thirty (30) years, the obligation of the Village to repay that assistance must take the form of a bond of the Village to be purchased by the WPCLF acting by and through the Ohio Water Development Authority ("OWDA") and the Director of Environmental Protection, as the Director of the Environmental Protection Agency of the State of Ohio (the "Director" and, together with the OWDA, the "State"); and

WHEREAS, the State requires the Village to adopt legislation that (i) approves the application for financial assistance from the WPCLF, (ii) authorizes the issuance and sale of a bond to the State; and (iii) authorizes the execution and delivery of the bond and the related trust agreement and other documents and the taking of other actions related to the issuance and sale of the bond; and

WHEREAS, the Village is authorized under Article II, § 2.1 of the Charter and Art. XVIII, § 12 of the Ohio Constitution to adopt this Ordinance issuing debt obligations of the character of the Bond hereby authorized for the purpose of financing improvements to the System; and

WHEREAS, the Council desires to approve the bond issuance and sale.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO:

SECTION 1. The Council finds that it is in the best interest of the Village to issue, and that the Village shall issue, a Wastewater System Subordinated Revenue Bond, Series A (the "Bond") in a principal amount not to exceed Eleven Million Three Hundred Two Thousand Sixty-One Dollars and Zero Cents (\$11,302,061.00) for sale to the WPCLF acting by and through the State to finance the costs of improvements to the System.

SECTION 2. The Bond shall be issued substantially in the form thereof placed on file with the Village Fiscal Officer/Clerk of Council, including the Trust Agreement, to be dated as of the same date as the Bond (together with Exhibit 1 incorporated therein, the "Agreement"), which is attached to the Bond as Exhibit A and is incorporated therein in its entirety, among the Village, the OWDA and the Director. The principal amount of the Bond (referred to in the Agreement as the "Project Participation Principal Amount") shall be payable on the dates and in the amounts specified in the Agreement, shall not be subject to redemption prior to maturity, and shall bear interest on the outstanding principal amount payable at the rate or rates and on the dates specified in the Agreement and constituting a portion of the payments referred to in the Agreement as the "Semi-Annual Payments" until the principal amount is paid or provided for. The Bond is issued, payable and secured on the terms and subject to the conditions set forth in the Agreement, including, without limitation, the Village's covenant in the Agreement that it will fix and revise the rates and charges for the products, services and facilities of the System and collect and account for income and revenue therefrom to comply with the Agreement's requirements.

SECTION 3. The Mayor, Director of Law, and Fiscal Officer/Clerk of Council (the "Authorized Officials") are authorized to execute and deliver the Bond and the Trust Agreement in the name and on behalf of the Village, substantially in the respective forms thereof placed on file with the Village Fiscal Officer/Clerk of Council, but with such changes (other than to the items specified in Exhibit 1 to the Trust Agreement) as the Authorized Officials determine to be in the best interest of the Village and not inconsistent with this Ordinance, which determination shall be conclusively evidenced by the execution of the Bond and the Trust Agreement by the Authorized Officials.

SECTION 4. The Bond shall be a special obligation of the Village. The Bond is payable as to principal and interest solely from the revenues defined in the Agreement as the “Pledged Revenues” and is secured by the pledge of the Pledged Revenues under the Agreement on the subordinated basis set forth therein; provided, however, that any pledge or assignment of or lien on any fund, account, receivables, revenues, money or other intangible property not in the custody of the State shall be valid and enforceable only to the extent permitted by law. The Village covenants that it will promptly pay from such sources the principal of and interest on the Bond issued under the Trust Agreement on the dates and in the manner provided in the Bond and in the Agreement, according to the true intent and meaning thereof.

Nothing in this Ordinance, the Bond or the Agreement shall constitute a general obligation debt or tax-supported bonded indebtedness of the Village; the general resources of the Village shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the Village are or shall be pledged, for the performance of any duty under the Bond or the Agreement. Nothing in the Bond or the Agreement gives the holder of the Bond, and the holder shall not have, the right to have excises or taxes levied by this Council for the payment of the principal of or interest on the Bond or any other payment obligation of the Village under the Bond or the Agreement, but the Bond is payable solely from the Pledged Revenues as provided in the Bond and the Agreement, and the Bond shall contain a statement to that effect; provided, however, that nothing shall be deemed to prohibit the Village, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Bond or the Agreement.

SECTION 5. The Bond shall be sold to the State for the amount defined in the Agreement as the “Bond Purchase Price,” i.e., the aggregate amount paid by the State to the Village for the purchase of the Bond through one or more disbursements from the WPCLF for “Eligible Project Costs” (as defined in the Agreement) pursuant to the Agreement, each of which disbursements shall constitute the payment of the purchase price at par for the equivalent amount of the principal of the Bond.

It is hereby determined by this Council that the terms of the Bond, the procedures for their sale, and the price to be paid for them, all as established in accordance with this Ordinance and the Agreement, are and will be in the best interest of the Village and in compliance with all legal requirements.

The Authorized Officials are authorized to make the necessary arrangements on behalf of the Village to establish the date, location, procedure and conditions for the delivery of the Bond to the State and to take all actions necessary to effect due signing, authentication and delivery of the Bond under the terms of this Ordinance and the Agreement.

SECTION 6. The Village, by issuance of the Bond, covenants and agrees with the State as holder of the Bond to perform its covenants and agreements set forth this Ordinance and in the Bond and the Agreement.

SECTION 7. The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 8. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety of the inhabitants of this Village and further, financing for the Project must be finalized immediately in order to meet contractual obligations and construction deadlines; WHEREFORE, this Ordinance shall take effect and be in force from and immediately upon its passage.



Mark V. Vest,
President of Council

PASSED: 4-25-2022

Attested:



Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:



Sam Britton Jr.
Mayor

4/25/2022
Date



Division of Environmental & Financial Assistance (DEFA)

Office of Financial Assistance (OFA)

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

www.epa.ohio.gov/defa/ofa

This application must be completed in its entirety. Incomplete forms may result in delay of loan approval.

1.0 Program Funding Selection

Please indicate what type of project funding is needed. A selection must be made for the loan application to be reviewed.

- Wastewater Water Pollution Control Loan Fund (WPCLF)
Drinking Water Water Supply Revolving Loan Account (WSRLA)

2.0 Borrower's Information

Borrower (County, City, Village, or District): Madison Village
Borrower's Population: 3,184 County: Lake DUNS#: 54583604
Borrower's American Community Survey (ACS) Median Household Income: \$59,511.00 Date of Application: 4/5/22

3.0 Project Name and Description

Project Name: Sanitary Sewer Trunk Interconnection

In the box below, please provide a brief description of the project requesting Ohio EPA funding.

The Village will install 5,300 l.f. of 30" gravity sanitary sewer so that the existing 30" sanitary sewer trunk which flows to the plant can be intercepted and connected to an existing Lake County Department of Utilities pump station on Hubbard Road. (Project cost \$4,489,000). The Village is purchasing capacity in the Lake County Department of Utilities pump station and Dock Rd. Treatment Plant. (Capacity Cost \$4,752,000). this will allow the Village to take their existing WWTP offline in lieu of making substantial upgrades to the plant.

** Will land and/or easement acquisitions be required for this project?

- Yes, please indicate acquisition commencement date(s).
No additional land and/or easements are needed for the project.
Note: If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.
A Site Title Opinion Letter must be submitted and signed by the Borrower's Solicitor/Law Director, to insure legal vested interest in all real property for the project. (Example see ATTACHMENT B)

4.0 Funding Type and Proposed Loan Terms

Estimated Loan Amount: \$11,302,061.00 This field autofills from Tab 4
An estimated loan award date must be entered. This date should be the 1st of Month in which the loan would be awarded. This date is dependent on the type of loan that is requested, the estimated loan date will autofill on to TAB 3-Project Schedule.
Estimated Loan Award Date: 7/1/2022

Please consider my application for the following interest rate discount (construction loans only):

Wastewater Discounts:

- Facility Sludge Upgrade
Septage Facilities
Water Resource Restoration Sponsor Program (WRRSP)
Other: (Specify) Regionalization; Nutrient Reduction

Water Discounts:

- Auxiliary Power Program Construction projects are eligible to receive 50 percent of the auxiliary power cost up to \$10,000 in principal forgiveness.
Other: (Specify)

** Please select only ONE loan type**

The Borrower's interest rate will be determined based on the current year's Program Management Plan requirements. The first payment date must occur no later than 12 months after the project completion date. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

- Planning Loan Planning loans have a maximum 5-year term. First Payment Date:
Design Loan Design loans have a maximum 5-year term. First Payment Date:
Construction Loan Minimum 5-year term. Maximum 30-year term. Requested Term: 45 Years First Payment Date: 7/1/2024
Supplemental Loan Loan Number:

** Please complete the appropriate schedule on Tab 3 "Project Schedule" that correlates with the selected loan type.

5.0 Contact Information

Authorized Representative to Execute Contracts

Name Sam Britton, Jr. Title Mayor
Address 33 East Main Street
City Madison, Ohio Zip 44057
Telephone 440-428-7526 Cell _____
Email dbailey@madisonvillage.org

Address to Mail Loan Agreement (If different than Authorized Representative)

Name Dwayne Bailey Title Administrator
Address 33 East Main Street
City Madison, Ohio Zip 44057
Telephone 440-428-7526 Cell _____
Email dbailey@madisonvillage.org

Billing Notices

Name Dwayne Bailey or Kristie Crockett Title Administrator or Fiscal Officer
Address 33 East Main Street
City Madison, Ohio Zip 44057
Telephone 440-428-7526 Cell _____
Email dbailey@madisonvillage.org or kmcrockett@madisonvillage.org

Disbursements - Borrower's representative to contact regarding disbursement

Name Dwayne Bailey or Kristie Crockett Title Administrator or Fiscal Officer
Address 33 East Main Street
City Madison, Ohio Zip 44057
Telephone 440-428-7526 Cell _____
Email dbailey@madisonvillage.org or kmcrockett@madisonvillage.org

Borrower's Wiring Information - Wires to the borrower should be sent to:

BANK WIRING

Bank Name Andover Bank
Address 6611 N. Ridge Road
City, State, Zip Madison, OH 44057
Federal Wire ABA 041208719
Account # 0105350175

CHECK MAILING

Address Madison Village
33 E. Main Street
City, State, Zip Madison, OH 44057

Consulting Engineer

Name Eric Haibach Title Consulting Engineer
Firm CT Consultants, Inc.
Address 8150 Sterling Court
City Mentor State, Zip 44060
Telephone 440-530-5387 Cell 440-479-6706
Email ehaibach@ctconsultants.com

6.0 Project Schedules for Planning, Design & Construction

PLANNING SCHEDULE

1. **Submit complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan** (no later than 60 days prior to task 3)
2. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 3)
3. **We request a Planning Loan by** (indicate the 1st of the Month in which Loan is requested)
(Loan awards can be scheduled for January through October and December – no November scheduled awards)
4. **Project Completion Date** (The date funded planning activities will be completed and submitted to Ohio EPA)
5. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after the Project Completion)

DESIGN SCHEDULE

1. **Submit approvable Facilities Planning information, including complete I/I Analysis** (generally 120 days prior to task 4)
2. **Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA (Example: see ATTACHMENT A), a copy of the utility's User Charge System & Use ordinance and the engineering agreements.** (90 days prior to task 4)
3. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 4)
4. **We request a Design Loan by** (1st of Month in which Loan is Awarded)
5. **Project Completion Date** (The date funded design will be completed and submitted to Ohio EPA)
6. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after Project Completion)

CONSTRUCTION SCHEDULE

1. **Submit approvable Facilities Planning information, including complete I/I Analysis** (generally 200 days prior to task 9) 8/13/2020
2. **Submit complete Permit-to-Install application (if applicable), including application, review fee, detail plans, contract documents, and specifications** (170 days prior to task 9) 9/12/2020
3. **Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA (Example: see ATTACHMENT A), a copy of the utility's User Charge System & Use ordinance and the engineering agreements.** (150 days prior to task 9) 4/5/2022
4. **Submit Site Title Opinion Letter** signed by Solicitor/Law Director (no later than 60 days prior to task 9) (Example: see ATTACHMENT B) 4/5/2022
5. **Advertise for construction bids** (no later than 60 days prior to task 9) 4/15/2022
6. **Open construction bids** (no later than 30 days prior to task 9) Be sure to allow for a minimum of 60 days to award contracts 5/13/2022
7. **Submit bid information to DEFA** (no later than 21 days prior to task 9) 5/23/2022
8. **Sign loan documents and return to DEFA** (no later than 7 days prior to task 9) 6/23/2022
9. **We request a Construction Loan by** (1st of Month in which Loan is Awarded) 7/1/2022
10. **Estimated Initiation of Operation date** (The date funded facilities will be in full operation as planned and designed)
11. **Estimated Initial payment due to the Ohio EPA loan program** (January 1 or July 1 - within one year after the Initiation of Operation) 7/1/2024

7.0 Estimated Cost Data

Select Funding Sources From Dropdown Box Below

Estimated Costs				OEPA / WPCLF	Total Project Cost
Technical Services					
Administration					
Engineering Services				\$330,000.00	\$330,000.00
Planning					
Design				\$220,804.00	\$220,804.00
Force Account					
Planning Loan Pay-off					
Design Loan Pay-off				\$179,196.00	\$179,196.00
Construction					
<i>(Please enter number of anticipated contractors below)</i>					
Contract "A"				\$5,210,596.00	\$5,210,596.00
Contract "B"					
Contract "C"					
Equipment					
Other Costs					
Contingency				\$609,465.00	\$609,465.00
LCDU Connection and Capacity				\$4,752,000.00	\$4,752,000.00
Subtotal				\$11,302,061.00	\$11,302,061.00
Application Fee	<i>There is a 0.35% OWDA fee on WPLCF loans and a 1.35% fee on WSRLA loans (0.35% OWDA and 1.00% Ohio EPA/WSRLA). Fees are based on total loan amount. Both program have a minimum fee of \$400. Please see application instructions for more information.</i>				\$39,557.00
Total Estimated Costs				\$11,302,061.00	\$11,341,618.00

For construction loan request, please indicate below if the project has an *Ohio EPA or **OWDA planning/design loan affiliated with the project. The planning/design loans will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loans, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning funds are needed, please include a line item for planning and/or design in the construction loan.

*Ohio EPA Planning Loan #	_____	Planning Loan Payoff Amount	_____
*Ohio EPA Design Loan #	CS390556-0011	Design Loan Payoff Amount	\$179,196.00
**OWDA Planning Loan #	_____	Planning Loan Payoff Amount	_____

8.0 Contractor Payment

Please indicate below if the Borrower would like the contractors paid directly. Reimbursement requests for Technical Services line items will be made directly to the Borrower.

Pay contractors directly

9.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system as a security instrument (i.e. collateral) for the repayment of the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining the collateral. **(Reference Article IV in the WPCLF and the WSRLA Standard Loan Agreement).**

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- User Charges
- Assessments - Provide authorizing legislation
- General Taxes
- Other: Indicate source _____
- Other: Indicate source _____

10.0 Revenue Analysis

Current Revenues (Last Audit Year):

			YEAR:	2019
User Classes	Total Revenue	Total Number of Users	Annual Revenue Per User	
Residential	\$506,718.89	1,189	\$426.17	
Commercial	\$82,489.12	113	\$729.99	
Industry / Gov.				
Other				
TOTAL	\$589,208.01	1,302		

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Current Average Monthly Residential User Rate

\$35.51

Projected Revenues for first year following project completion

			YEAR:	2024
User Classes	Projected Total Revenue	Projected Total Number of Users	Projected Annual Revenue Per User	
Residential				
Commercial				
Industry / Gov.				
Other	\$255,604.940	1,525	\$167.61	
TOTAL	\$255,604.94	1,525		

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Projected Average Monthly Residential User Rate

Ten Largest Users	
Customer	% of Revenue
Holiday Inn	3.81%
Hampton Inn	3.31%
Madison High School	1.92%
ChemMasters	1.40%
East End Branch YMCA	1.34%
Madison Middle School	1.06%
The Gables	0.76%
Dwayne Willis	0.66%
BTK & Co. LLC	0.61%
South Elementary	0.60%

3-Year Revenue Allocation

Please provide the revenue allocation for 3 years ending with most recent audit.

Year autofills from TAB 5	2017	2018	2019
Revenue	\$592,213.61	\$598,415.61	\$589,208.01
Expenditures			
Operating Expenses	\$420,894.41	\$388,854.15	\$371,660.09
Debt Service Payments	\$163,931.86	\$76,944.20	\$77,155.64
Other:			
Total Expenditures	\$584,826.27	\$465,798.35	\$448,815.73
Surplus or Loss	\$7,387.34	\$132,617.26	\$140,392.28

Outstanding System Debt (do not include loan being applied for):

Debt Type	Debt Balance	Annual Payment	Final Payment Date
Ohio EPA Loans			
OWDA	\$373,622.56	\$77,155.64	7/1/2026
OPWC			
GO bonds			
Revenue Bonds			
USDA-RD Loans			
Other			
TOTAL	\$373,622.56	\$77,155.64	

The annual payment total will autofill in the current year debt service column on TAB 7 "Projection of Revenues" sheet.

2.0 Borrowers Credit Rating (If applicable)

	Moody's	S&P
General Obligation		
Water and Sewer Revenues		

3.0 Rate Schedule

Indicate the year of the last rate increase: 2015
 What was the % of the last rate increase? 3.50%

Please describe the planned rate increases for the next 2 years:
 one. After retirement of the debt, this project will result in a net rate decrease for Village customers.

4.0 Capital Improvement Plan

Brief Description of Major Projects:
 one.

Ten Year Capital Improvement Plan:

Years	Enter Year	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
in 000's										

15.0 Projection of Revenues and Expenses of the System

Borrower: Madison Village

Project Name: Sanitary Sewer Trunk Interconnection

Year	Revenues to System Only	Operations, Maintenance & Replacement (O, M & R) Expenses	DEBT SERVICE paid from Revenue to the System (i.e. OPWC, USDA, etc.)	NEW Ohio EPA Loan Repayment	Total Expense to the System	Annual Surplus	Cumulative Surplus
The first year and current user revenues autofill from Section 10.0 on Tab 5. The first year of O, M & R and debt service will autofill from Section 11.0 on Tab 6.				***Indicate previous year carryover surplus in the yellow Cumulative Surplus box***			\$848,437.26
2019	\$589,208.01	\$371,660.09	\$77,155.64		\$448,815.73	\$140,392.28	\$988,829.54
2020	\$588,958.93	\$371,660.09	\$78,354.44		\$450,014.53	\$138,944.40	\$1,127,773.94
2021	\$588,958.93	\$371,660.09	\$67,750.95		\$439,411.04	\$149,547.89	\$1,277,321.83
2022	\$588,958.93	\$371,660.09	\$56,510.42		\$428,170.51	\$160,788.42	\$1,438,110.25
2023	\$251,156.91		\$56,647.52		\$56,647.52	\$194,509.39	\$1,632,619.64
2024	\$251,156.91		\$56,790.56	\$251,156.91	\$307,947.47	-\$56,790.56	\$1,575,829.08
2025	\$251,156.91		\$56,939.79	\$251,156.91	\$308,096.70	-\$56,939.79	\$1,518,889.29
2026	\$251,156.91		\$57,095.50	\$251,156.91	\$308,252.41	-\$57,095.50	\$1,461,793.79
2027	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2028	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2029	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2030	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2031	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2032	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2033	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2034	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2035	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2036	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2037	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2038	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2039	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2040	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2041	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2042	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2043	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2044	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2045	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2046	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2047	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2048	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2049	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2050	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2051	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2052	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2053	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2054	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2055	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2056	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2057	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2058	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79
2059	\$251,156.91			\$251,156.91	\$251,156.91		\$1,461,793.79

Preparer Signature: *Thyllis A. Dunlap*

Date: April 5, 2022

Authorized Representative Signature: *DWAYNE BAILEY*

Date: April 4, 2022

As this is 45 year loan, loan payments will continue through 2069.

NOTES:

16.0 Equipment & Replacement Schedule

The Equipment & Replacement Schedule should include equipment necessary to maintain the capacity and performance of the treatment plant(s) during its useful life. The schedule should include those components intended to maintain the current and future capacity and performance of facilities.

**** An example of an Equipment & Material Replacement would be:**

<i>Equipment / Parts</i>	<i>Funding Accts.</i>		<i># of Items</i>	<i>Date Purchased</i>	<i>Useful Life</i>	<i>Original Cost</i>	<i>Est. Repl. Cost</i>	<i>Est. Repl. Yr.</i>
	<i>Capital Improve.</i>	<i>O, M & R</i>						
<i>Clarifier</i>		X	2	2008	15	\$80,000.00	\$85,000.00	2023
<i>Pumps</i>		X	10	2007	10	\$30,000.00	\$33,000.00	2017
<i>Replacement Pipe</i>	X		200	1999	30+	\$100,000.00	\$110,000.00	2019

<i>Equipment / Parts</i>	<i>Funding Accts.</i>		<i># of Items</i>	<i>Date Purchased</i>	<i>Useful Life</i>	<i>Original Cost</i>	<i>Est. Repl. Cost</i>	<i>Est. Repl. Yr.</i>
	<i>Capital Improve.</i>	<i>O, M & R</i>						
None.								
The WWTP will be abandoned.								



EPA Project Control Number _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Dwayne Bailey, Village Administrator
Typed Name & Title of Authorized Representative


Signature of Authorized Representative

March 18, 2022
Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

17.0 Application Check List

- Facilities Plan
- A copy of Legislation authorizing current rates/tap in fees
- A copy of Legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA & OWDA (Example: see ATTACHMENT A)
- Planning & Design Loan Only: Draft or Executed Copy of Engineering Agreement
- Construction Loan Only: Engineer's Estimate for project costs. Bid tabs are required to be submitted prior to project approval.
Detailed estimate for Equipment and Force Account
Draft or Executed Copy of the Engineering Agreement if engineering costs are included in the loan.
- If the borrower is using special assessments to cover any portion of the Ohio EPA loan payments, attach a certified statement from a Solicitor/Law Director stating the status of the assessment proceedings, resolutions or ordinances, and notices.
- Site Title Opinion Letter signed by Solicitor/Law Director (Example: see ATTACHMENT B)
* Note: If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.
- Intermunicipal Service Agreement (if applicable)
- Documentation of outstanding debt for planning and/or design costs, to be included in the Ohio EPA loan (if applicable)

ITEMS LISTED BELOW ARE NOT NEEDED WITH THE LOAN APPLICATION

These are required after the Borrower has reviewed and SIGNED the Ohio EPA Loan Agreement and Exhibits.

- General Certificate (Example: see ATTACHMENT C)
- Legal procedural letter signed by the Solicitor/Law Director (Example: see ATTACHMENT D)

18.0 Preparer Information

This Application Submitted by (Name & Title): Phyllis Dunlap, Funding Specialist, CT Consultants, Inc.

Signature: *Phyllis C. Dunlap*

Date: April
March 5, 2022 Telephone Number: 440-530-2230

19.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the Ohio EPA - Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) programs.

Authorized Representative Dwayne Bailey

Title Madison Village Administrator

Signature: *[Signature]*

Date: March 18, 2022

- RESOLUTION NO. 16-2020 – AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT AND ENTER INTO A WPCLF AGREEMENT

- GENERAL CERTIFICATE

- LEGAL OPINION

RESOLUTION NO. 16- 2020

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE VILLAGE OF MADISON, OHIO FOR CONSTRUCTION OF A SANITARY SEWER INTERCONNECTION; DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN; AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Madison is in the process of upgrading wastewater facilities to construct a Sanitary Sewer Interconnection with the Lake County Department of Utilities' Dock Road treatment plant in order that the Village can then decommission the Village's wastewater treatment plant;

WHEREAS, the Village of Madison intends to apply for Water Pollution Control Loan Fund (WPCLF) for the construction of the Sanitary Sewer Interconnection; and

WHEREAS, the Ohio Water Pollution Control Loan Fund (WPCLF) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE AND STATE OF OHIO:

SECTION 1. That the Mayor be and is hereby authorized to apply for a WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan Fund (WPCLF) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for construction of the Sanitary Sewer Interconnection on behalf of the Village of Madison, Ohio.

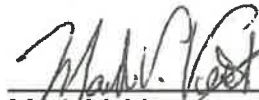
SECTION 2. That the dedicated source of repayment will be a special surcharge equivalent to the principal and interest owing on the loan to be assessed upon the customers within the Village Service Area, calculated as follows: annual principal and interest due on the loan(s) ÷ total customers within the Village Service Area ÷ standard billing intervals = cost per customer per billing unit.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of the inhabitants of the Village of Madison, and, for the further reason that immediate passage is necessary to effect a loan application and approval process necessary to a critical infrastructure project, to comply to existing Village contractual obligations to Lake County, and to ensure construction timely commences, it shall, therefore, take effect and be in full force from and upon its adoption if adopted by the affirmative vote of at least four members of Council and otherwise at the earliest time provided by Ohio law.

PASSED:

1st Reading: October 13, 2020



Mark V. Vest
President of Council

Attested:




Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:



Sam Britton Jr.,
Mayor

10-13-2020
Date

I do hereby certify that the foregoing is a true and exact copy of Resolution NO 16-2020 passed or adopted by The Village of Madison Council on October 13, 2020

Clerk, The Village of Madison

GENERAL CERTIFICATE
TO BE DELIVERED TO
OHIO ENVIRONMENTAL PROTECTION AGENCY
AND OHIO WATER DEVELOPMENT AUTHORITY

The undersigned, being the Fiscal Officer / Clerk of Council of the Village of Madison, Ohio (the "Local Government"), hereby certifies that:

- I. At the times of the enactment of the Loan Legislation (as defined below) and the execution of the *Water Pollution Control Loan Fund (WPCLF)* Agreement (as defined below), the following were the incumbents of the listed offices:

	<u>Title</u>	<u>Name</u>
Chief Executive Officer:	Mayor	Sam Britton Jr.
Chief Fiscal Officer:	Fiscal Officer	Kristie M. Crockett
Chief Legal Officer:	Law Director	Joseph P. Szeman
Officer Responsible for Records:	Administrator	Dwayne Bailey
Legislators: Councilmen:	H.O. Jay Adams, Mark Vest, Robert Lee, Dan Donaldson, Duane Frager	

- II. The regular meeting of Council (the "Legislative Body") of the Borrower was held on October 13, 2020

III. Attached hereto is a true and exact copy of Resolution No. 16-2020 (the "Loan Legislation"), approved by the Legislative Body on October 13, 2020, authorizing the Borrower to enter into a *Water Pollution Control Loan Fund (WPCLF)* Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority in the form attached to the Legislation as Exhibit A (the "*Water Pollution Control Loan Fund (WPCLF)*"), including a description of the Project Facilities being financed under the *Water Pollution Control Loan Fund (WPCLF)* Agreement, and (b) a copy of the *Water Pollution Control Loan Fund (WPCLF)* Agreement executed by the official or officials of the Local Government authorized by the Loan Legislation to execute the *Water Pollution Control Loan Fund (WPCLF)* Agreement on behalf of the Local Government. The undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended or modified.

IV. Attached hereto is a true and exact copy of Ordinance No. 33-2017 (the "Rate Legislation"), approved by the Legislative Body on December 4th, 2017, authorizing the Village to enter into an Agreement between the Village of Madison, Ohio and the Board of Lake County Commissioners for the Transfer of the Village Municipal Sewer system which sets the rates of the utility subject to the agreement to which the *Water Pollution Control Loan Fund (WPCLF)* Agreement relates, and of any special assessment legislation related to any special assessments of the Local Government referred to in the *Water Pollution Control Loan Fund (WPCLF)* Agreement .

V. All meetings of the Legislative Body and of its committees and any other public bodies, at which the formal actions referred to in Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code. Notice and notification of the aforementioned meetings were given Section 121.22, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code and the rules of the Legislative Body.



Kristie M. Crockett, Fiscal Officer

2-17-2021

(Date)

1st Reading, October 16, 2017
1st Reading, as Amended, November 6, 2017
2nd Reading, as Amended, November 20, 2017
3rd Reading, as Amended, December 4, 2017

Sponsored / Introduced by: Mayor Britton

ORDINANCE NO. 33 - 2017
(As Amended)

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BOARD OF LAKE COUNTY COMMISSIONERS FOR THE TRANSFER OF THE VILLAGE MUNICIPAL SANITARY SEWER SYSTEM TO THE LAKE COUNTY DEPARTMENT OF UTILITIES, AND FOR THE AWARD OF AND ASSUMPTION BY THE LAKE COUNTY DEPARTMENT OF UTILITIES AN EXCLUSIVE FRANCHISE WITHIN THE VILLAGE OF MADISON.

WHEREAS, the Village is the owner of a municipal sanitary sewer system (the "Village Sanitary System") which collects for treatment waste waters from approximately 1,400 customers within and without its municipal boundaries, and

WHEREAS, Lake County, Ohio owns and operates a regional sanitary sewer system, including waste treatment plants, (the "County Sanitary System") serving customers within its service district(s), and

WHEREAS, The County Sanitary System realizes economies of scale which result in current service costs to its customers as follows:

\$2.76 per unit

The average residential household's monthly cost for County sanitary sewer service is therefore calculated as \$25.83 (as of 07/01/2017) based upon an average up to 9.35 units of monthly discharge.¹

1.4 The Village's lack of such economies of scale result in current service costs to its customers as follows:

\$5.62 per unit;

1 LCDU uses a quarterly flat rate of \$77.49 which covers up to 28.05 units of discharge. The metered rate is \$3.66 per 1,000 gallons (1.33 units).

**Fixed System Access Charge = \$5.62 monthly / account; and
CIF charge = \$10.00 monthly / account**

The average residential household's monthly cost for Village sanitary sewer service is \$38.10 (as of 07/01/2017) based upon an average of 4 units of monthly discharge.

1.5 The Village projects that unit costs to its customers will rise by 2% / year on average with County projections also being that unit costs to its customers will rise by 2% / year on average. The Village projects the CIF charge will increase to \$60.60 within 10 years. These projections equate to the average residential household's monthly cost for Village sanitary sewer service being \$85.25 in 10 years while the County sanitary sewer service customers cost would be \$31.49 (based upon an average 4 units of monthly consumption).

WHEREAS, the Village recognizes that the costs detailed herein above are not sustainable. It seeks to provide for the long-term stability of the management, operations, and costs of the Village Sanitary System, and, recognizes that its continued ownership of same is an impediment to those goals. The Village further recognizes that the long-term costs associated with continued ownership and operation of the Village Sanitary System will result in costs to its customers greatly in excess of geographically similarly situated customers given that it has no economically viable path to control sewer collection rates and related system charges due to (i) the limited customer base served by the Village Sanitary System and (ii) the costs associated to maintain and upgrade the system, including significant upgrades to the its Waste Water Treatment Plant. The Mayor and Council of the Village of Madison accordingly have sought options to prevent these adverse effects from becoming a detriment to its citizens and to the Village's broader economic health.

WHEREAS, the Village, acting pursuant to its plenary power conferred by Article XVIII, § 4 of the Ohio Constitution and its Home Rule powers conferred by Article XVIII, § 3 of the Ohio Constitution desires to divest itself of the Sanitary Sewer System via merger and transfer of its assets to the County via permanent grant of a franchise.

WHEREAS, the Village finds that an outright sale for cash of the Village Sanitary Sewer System is a futile endeavor to accomplish its goals herein set forth as (i) there are no investor-owned wastewater utilities being operated in the Village's geographic area, (ii) such a utility would by law be permitted to realize a profit on its operations and would accordingly not be able to provide services at rates competitive to a publicly-owned utility, (iii) existing debt obligations (ODWA loan #2327 in the principal amount of \$86,238.00, ODWA loan #3223 in the principal amount of \$95,625.00, and ODWA loan #4409 in the principal amount of \$572,160.00) must be assumed by any purchaser unless first retired, and (iv) the capital investment in an upgraded Waste Water Treatment Plant once passed on to Village customers would dramatically increase cost of services and be an economic detriment to them and to the Village's growth, development, jobs and population retention.

WHEREAS, the Council now desires to enter into the Sanitary Transfer Agreement and to award to Lake County a permanent and exclusive franchise within the municipal boundaries.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:


SECTION 1. The Mayor is authorized to sign the agreement with the Lake County Board of Commissioners attached hereto as Exhibit 1, the "Sanitary Transfer Agreement," and incorporated herein by this reference and to perform all actions in furtherance of said Agreement.

SECTION 2. In accordance with the terms and conditions set forth in the Sanitary Transfer Agreement on the Closing Date defined and ascertained pursuant to said Agreement's terms, the Board of County Commissioners of Lake County, Ohio and its Department of Utilities, is hereby granted a permanent and exclusive franchise within the municipal boundaries of the Village of Madison for the provision of sanitary sewer services, to own and operate the Sanitary System within the Village municipal boundaries under the same rates, charges, fees, terms, and conditions of service as it provides such services to its system-wide customers, and to operate Sanitary System Assets within all public rights-of-way and to expand same as necessary.

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 §121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance shall take effect and be in full force at the earliest time provided by Ohio law.

PASSED: December 4, 2017



Kenneth D. Takacs,
President of Council

Attested:


Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:

Date: 12-4-17



Sam Britton, Jr.,
Mayor



HENNIG | SZEMAN | KLAMMER

ATTORNEYS AT LAW

www.hsklawyers.com

writer's e-mail:
szeman@hsklawyers.com

December 9, 2020

Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215-3516

Executive Directors:

The undersigned is the duly appointed and serving Director of Law for the Village of Madison, Ohio and in said capacity I have examined the documents, or copies thereof certified to my satisfaction, referred to in the following paragraphs. As Director of Law, I advise you that:

1. Madison Village Resolution No. 16-2020 authorized the execution and delivery of the Water Pollution Control Loan Fund (WPCLF). Resolution No. 16-2020 was passed by the Council of the Village of Madison on October 13, 2020 and, also on that date, was approved by the Mayor of the Village of Madison (the "Borrower") in accordance with the Village Charter, whereby, on October 13, 2020 Resolution No. 16-2020 became and has been in full force and effect. It has not been withdrawn or repealed as of this date.
2. All formal actions of the Borrower concerning or relating to the enactment of Resolution No. 16-2020 were taken in an open meeting of the Borrower and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including § 121.22 of the Ohio Revised Code.
3. The Water Pollution Control Loan Fund (WPCLF) has been duly executed and delivered and constitutes a valid, legal and binding obligation of the Village of Madison, Ohio enforceable in accordance with its terms, subject to the provisions of federal bankruptcy laws and other laws affecting creditor's rights.

Respectfully,



Joseph P. Szeman
Director of Law
Village of Madison

SITE TITLE OPINION



HENNIG | SZEMAN | KLAMMER

ATTORNEYS AT LAW

www.hsklawyers.com

writer's e-mail:
szeman@hsklawyers.com

December 9, 2020

Ms. Judy Mentzer, Project Coordinator
Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

RE: Sanitary Sewer Interconnection
Madison Village

Dear Ms. Mentzer:

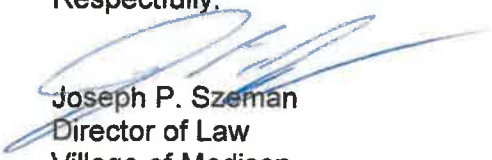
I am the Law Director for the Village of Madison, the Borrower. The purpose of this letter is to provide a site title opinion that demonstrates the Borrower has sufficient legal vested interest in all real property to ensure construction in accordance with the project schedule and undisturbed operation and maintenance of the completed project for its intended useful life. I understand and agree that this opinion shall apply to all contracts.

The Borrower has duly acquired permanent easements for a sanitary sewer on all private property necessary for construction, to wit: permanent parcels 02-A-014-0-00-001-0 (document no. 2020R018079), 02-A-014-0-00-002-0 (document no. 2020R018080), and 02-A-014-0-00-004-0 (document no. 2020R019741). Copies of those recorded instrument are enclosed herewith.

To the best of my knowledge and belief, aside from these parcels, construction will occur in existing public rights-of-way which, pursuant to law inclusive of Ohio Revised Code § 4939.04, are solely within the Borrower's municipal powers to regulate, control, and permit such that no further consents from any private or governmental agencies are required to undertake construction and thereafter permanently locate the subject infrastructure with said rights-of-way.

Further, this will confirm that all property acquired for this construction project were obtained in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

Respectfully,



Joseph P. Szeman
Director of Law
Village of Madison

5



2020R018079

This conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.

Transfer # _____
 Transfer Fee \$ 1000
 Conveyance Fee \$ 10

Filed with the office of Christopher A. Galloway
 Date 7-7-20 By [Signature]

LAKE COUNTY OHIO
 RECORDED ON:
 07/07/2020 01:25 PM
 BECKY LYNCH
 LAKE COUNTY RECORDER
 REC FEE: 58.00
 PAGE: 5

EASEMENT FOR SANITARY SEWER

VILLAGE OF MADISON
LAKE COUNTY, OHIO

PERMANENT PARCEL NUMBER
02-A-014-0-00-001-0

KNOW ALL MEN BY THESE PRESENTS, That TSW Properties, Ltd., the Grantor herein, in consideration of the sum of two thousand five hundred (\$2,500.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant and release to the Village of Madison, Lake County, Ohio, the Grantee herein, whose mailing address is 33 East Main Street, Madison, Ohio 44057, its successors and assigns, the right to construct, repair, replace, relay, maintain, operate and inspect a sanitary sewer and necessary appurtenances thereto, and forever to have and to hold such right for the purposes and under the conditions herein set forth across the following real estate in said Village of Madison, Lake County, State of Ohio and described as follows:

EASEMENT DESCRIPTION: See, Attached Exhibit "A."

The width of the easement varies between 20.27 feet 20 feet over an approximate length of 548.5 feet adjacent to Middle Ridge Road between the property's eastern and western boundaries.

The Grantor to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures, or obstructions on or over, or that will interfere with the construction, maintenance or operation of the sanitary sewer or appurtenances constructed hereunder, and will not change the grade over such sanitary sewer. This prohibition does not include the existing ground sign which is now located in the easement area and which may remain.

The grant is made on the express condition that said Village of Madison, Lake County, Ohio, shall as far as possible after the construction of said sanitary sewer and all subsequent alterations or repairs thereunto, restore all property belonging to the Grantor except buildings or other structures located in the permanent easement to its original condition and shall reasonably

compensate the Grantor for any property damaged or destroyed except buildings or other structures located in the permanent easement which cannot be restored to its original condition, as a result of or in consequence of said construction, maintenance and repair of said sanitary sewer. Any trees damaged or removed will be replaced in an alternate location on the parcel closest as possible to the location where the tree(s) to be replaced stood.

Grantee shall not engage in construction between April 1 and July 30.

Grantor, its successors and assigns shall have the right to connect sanitary service for the parcel to the sanitary sewer line, subject to usage and access charges, except however, with respect to Village recapture of construction costs (a "tie-in" fee) the Grantor, its successors and assigns shall be entitled to a reduction of fifty (50%) percent of that Village charge as and for further consideration for this grant of easement. The sanitary sewer line shall provide for a six (6") inch residential lateral that will be extended to the northern easement line for future connection to the existing residential structure on the parcel.

The location of the easement above described shall be indicated on plans on file in the Village of Madison administrative offices, 33 East Main Street, Madison, Ohio.

TO HAVE AND TO HOLD said premises, to said Grantee, its successors and assigns forever, for the purposes hereinbefore mentioned.

The Grantor further covenants with the Grantee, its successors and assigns that it is well seized of said premises as an estate in fee simple and that it is free from all encumbrances and it will warrant and defend the title to said premises against all claims except any restrictions, easements and conditions of record.

IN WITNESS WHEREOF, the said TSW Properties, Ltd. set its hand by and through its authorized agent this 7 day of July, 2020.

Grantor
TSW Properties, Ltd.

by _____, its
Managing Member

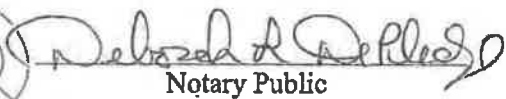
Sharon Wood
[Signature]

STATE OF OHIO)
) SS:
COUNTY OF LAKE)

No oath of affirmation was administered to the signer with regard to the notarial act.

BE IT REMEMBERED, that on this 7 day of July, 2020, before me, a Notary Public, in and for said County, personally came the above named ~~Thomas~~ Susan Wood for behalf of TSW Properties, Ltd., with authority, Grantor in the foregoing deed of easement and acknowledged the signing of the same to be his/her voluntary act and deed and that of TSW Properties, Ltd. for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

My Commission expires:

5-27-24

This instrument prepared by:
Joseph P. Szeman (0064822)
Village of Madison Director of Law
8500 Station Street, Suite 245
Mentor, Ohio 44060



**DESCRIPTION OF 20 FOOT WIDE SANITARY SEWER EASEMENT
OVER AND THROUGH LAND OF
TSW PROPERTIES LTD. (PPN 02-A-014-0-00-001-0)
FOR THE BENEFIT OF
THE VILLAGE OF MADISON, OHIO**

Situated in the Village of Madison, County of Lake, and State of Ohio and known as being a part of Original Madison Township Lot No. 4, Tract No. 3 in the Twelfth Township of the Sixth Range in the Connecticut Western Reserve and more particularly being an easement for sanitary sewer purposes over, through and across a parcel of land (PPN 02-A-014-0-00-001-0) conveyed to TSW Properties Ltd. by instrument dated March 29, 2002 and recorded in Document No. 2002R016061 of Lake County Records and is bounded and described as follows:

Beginning in the centerline of Middle Ridge Road, 55 feet in width, at a point located South 79°03'14" West a distance of 1764.92 feet as measured along said centerline from a one inch diameter iron pin stake in a monument box found marking its intersection with the centerline of Hubbard Road (aka Lake Street), 60 feet in width, said point of beginning being the southeasterly corner of said land of TSW Properties Ltd.;

Thence North 1°30'22" West along the easterly line of said land of TSW Properties Ltd., the same being the easterly line of said Original Lot No. 4 and the westerly line of land (PPN 02-A-014-0-00-002-0) conveyed said TSW Properties Ltd. by instrument dated March 29, 2002 and recorded in Document No. 2002R016060 of Lake County Records, a distance of 27.88 feet to its intersection with the northerly line of said Middle Ridge Road and the Principal Point of Beginning of the following described easement;

COURSE I Thence South 79°03'14" West along said northerly line of Middle Ridge Road a distance of 548.54 feet to its intersection with the easterly line of Parcel No. 4 (PPN 02-A-015-0-00-015-0) of lands conveyed to Ellen A. Woodworth and Mark S. Woodworth by instrument dated December 26, 2002 and recorded in Document No. 2002R067346 of Lake County Records;

COURSE II Thence North 1°32'13" West along said easterly line of Parcel No. 4 of lands of Woodworth a distance of 20.27 feet to a point;

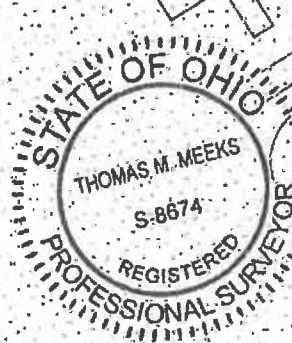
COURSE III Thence North 79°03'14" East by a line which is parallel with the aforesaid northerly line of Middle Ridge Road and distant 20.00 feet northerly by normal measure therefrom, a distance of 548.55 feet to the aforesaid westerly line of land (PPN 02-A-014-0-00-002-0) of TSW Properties Ltd. and the easterly line of said Original Lot No. 4;



COURSE IV Thence South $1^{\circ}30'22''$ East along said westerly line of land of TSW Properties Ltd. and said easterly line of Original Lot No. 4, a distance of 20.27 feet to the Principal Point of Beginning of the easement herein described and containing 0.252 Acres (10,977 Square Feet) of land as described in June, 2020 by Thomas M. Meeks, Ohio Registered Surveyor No. 8674 of CT Consultants, Inc.

The bearings described herein are based on the centerline of Middle Ridge Road (55°) South $79^{\circ}03'14''$ West reference frame and used to denote angular value between courses described herein only.

CT Consultants, Inc.



Thomas M. Meeks
 Thomas M. Meeks P.S.
 Registered Surveyor No. 8674

6/19/2020
 Date

6



2020R018080

This conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.

Transfer # _____
 Transfer Fee \$ 2000
 Conveyance Fee \$ _____
 Filed with the office of Christopher A. Galloway
 Date 7-7-20 By AA

LAKE COUNTY OHIO
 RECORDED ON:
 07/07/2020 01:25 PM
 BECKY LYNCH
 LAKE COUNTY RECORDER
 REC FEE: 58.00
 PAGE: 5

EASEMENT FOR SANITARY SEWER

VILLAGE OF MADISON
LAKE COUNTY, OHIO

PERMANENT PARCEL NUMBER
02-A-014-0-00-002-0

KNOW ALL MEN BY THESE PRESENTS, That TSW Properties, Ltd., the Grantor herein, in consideration of the sum of two thousand five hundred (\$2,500.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant and release to the Village of Madison, Lake County, Ohio, the Grantee herein, whose mailing address is 33 East Main Street, Madison, Ohio 44057, its successors and assigns, the right to construct, repair, replace, relay, maintain, operate and inspect a sanitary sewer and necessary appurtenances thereto, and forever to have and to hold such right for the purposes and under the conditions herein set forth across the following real estate in said Village of Madison, Lake County, State of Ohio and described as follows:

EASEMENT DESCRIPTION: See, Attached Exhibit "A."

The width of the easement varies between 20.27 feet 20 feet over an approximate length of 300.1 feet adjacent to Middle Ridge Road between the property's eastern and western boundaries.

The Grantor to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures, or obstructions on or over, or that will interfere with the construction, maintenance or operation of the sanitary sewer or appurtenances constructed hereunder, and will not change the grade over such sanitary sewer.

The grant is made on the express condition that said Village of Madison, Lake County, Ohio, shall as far as possible after the construction of said sanitary sewer and all subsequent alterations or repairs thereunto, restore all property belonging to the Grantor except buildings or other structures located in the permanent easement to its original condition and shall reasonably compensate the Grantor for any property damaged or destroyed except buildings or other

structures located in the permanent easement which cannot be restored to its original condition, as a result of or in consequence of said construction, maintenance and repair of said sanitary sewer. An existing commercial sign shall, if damaged, be restored or, if destroyed, replaced in-kind. Any trees damaged or removed will be replaced in an alternate location on the parcel closest as possible to the location where the tree(s) to be replaced stood.

Grantee shall not engage in construction between April 1 and July 30.

Grantor, its successors and assigns shall have the right to connect sanitary service for the parcel to the sanitary sewer line, subject to usage and access charges, except however, with respect to Village recapture of construction costs (a "tie-in" fee) the Grantor, its successors and assigns shall be entitled to a reduction of fifty (50%) percent of that Village charge as and for further consideration for this grant of easement. The sanitary sewer line shall provide for a six (6") inch residential lateral that will be extended to the northern easement line for future connection to the existing residential structure on the parcel. In addition, an eight (8") inch commercial connection shall be field located near the existing eastern access drive and extended to the northern easement line for future connection.

The location of the easement above described shall be indicated on plans on file in the Village of Madison administrative offices, 33 East Main Street, Madison, Ohio.

TO HAVE AND TO HOLD said premises, to said Grantee, its successors and assigns forever, for the purposes hereinbefore mentioned.

The Grantor further covenants with the Grantee, its successors and assigns that it is well seized of said premises as an estate in fee simple and that it is free from all encumbrances and it will warrant and defend the title to said premises against all claims except any restrictions, easements and conditions of record.

IN WITNESS WHEREOF, the said TSW Properties, Ltd. set its hand by and through its authorized agent this 7 day of July, 2020.



Grantor
TSW Properties, Ltd.

by _____, its
Managing Member

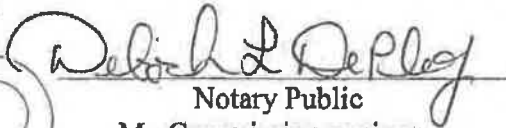
Thomas Woodworth
Susan Woodworth

STATE OF OHIO)
) SS:
COUNTY OF LAKE)

No oath or affirmation was administered to the signer with regard to the notarial act.

BE IT REMEMBERED, that on this 7 day of July, 2020, before me, a Notary Public, in (and) for said County, personally came the above named ~~Thomas & Susan Woodcock~~ on behalf of TSW Properties, Ltd., with authority, Grantor in the foregoing deed of easement and acknowledged the signing of the same to be his/her voluntary act and deed and that of TSW Properties, Ltd. for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

My Commission expires:

5-27-24

This instrument prepared by:
Joseph P. Szeman (0064822)
Village of Madison Director of Law
8500 Station Street, Suite 245
Mentor, Ohio 44060



**DESCRIPTION OF 20 FOOT WIDE SANITARY SEWER EASEMENT
OVER AND THROUGH LAND OF
TSW PROPERTIES LTD. (PPN 02-A-014-0-00-002-0)
FOR THE BENEFIT OF
THE VILLAGE OF MADISON, OHIO**

Situated in the Village of Madison, County of Lake, and State of Ohio and known as being a part of Original Madison Township Lot No. 2, Tract No. 3 in the Twelfth Township of the Sixth Range in the Connecticut Western Reserve and more particularly being an easement for sanitary sewer purposes over, through and across a parcel of land (PPN 02-A-014-0-00-002-0) conveyed to TSW Properties Ltd. by instrument dated March 29, 2002 and recorded in Document No. 2002R016060 of Lake County Records and is bounded and described as follows:

Beginning in the centerline of Middle Ridge Road, 55 feet in width, at a point located South $79^{\circ}03'14''$ West a distance of 1764.92 feet as measured along said centerline from a one inch diameter iron pin stake in a monument box found marking its intersection with the centerline of Hubbard Road (aka Lake Street), 60 feet in width, said point of beginning being the southwesterly corner of said land of TSW Properties Ltd.;

Thence North $1^{\circ}30'22''$ West along the westerly line of said land of TSW Properties Ltd., the same being the westerly line of said Original Lot No. 2 and the easterly line of land (PPN 02-A-014-0-00-001-0) conveyed said TSW Properties Ltd. by instrument dated March 29, 2002 and recorded in Document No. 2002R016061 of Lake County Records, a distance of 27.88 feet to its intersection with the northerly line of said Middle Ridge Road and the Principal Point of Beginning of the following described easement;

COURSE I Thence North $1^{\circ}30'22''$ West continuing along said westerly line of land of TSW Properties Ltd. And said westerly line of Original Lot No. 2 a distance of 20.27 feet to a point;

COURSE II Thence North $79^{\circ}03'14''$ East by a line which is parallel with the aforesaid northerly line of Middle Ridge Road and distant 20.00 feet northerly by normal measure therefrom, a distance of 300.11 feet to the westerly line of land (PPN 02-A-014-0-00-004-0) conveyed to R & C Globig LLC by instrument dated May 23, 2006 and recorded in Document No. 2006R020504 of Lake County Records;

COURSE III Thence South $1^{\circ}32'04''$ East along said westerly line of land of R & C Globig LLC a distance of 20.27 feet to said northerly line of Middle Ridge Road;

COURSE IV Thence South $79^{\circ}03'14''$ West along said northerly line of Middle Ridge Road a distance of 300.12 feet to the Principal Point of Beginning of the

8150 Sterling Ct. | Mentor, OH | 44060 | 440.951.9000 | www.ctconsultants.com



easement herein described and containing 0.138 Acres (6,011 Square Feet) of land as described in June, 2020 by Thomas M. Meeks, Ohio Registered Surveyor No. 8674 of CT Consultants, Inc.

The bearings described herein are based on the centerline of Middle Ridge Road (55') South 79°03'14" West reference frame and used to denote angular value between courses described herein only.

CT Consultants, Inc.



Thomas M. Meeks 6/19/2020
Thomas M. Meeks P.S. Date
Registered Surveyor No. 8674



This conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.
 Transfer # JUN
 Transfer Fee \$ _____
 Conveyance Fee \$ _____
 Filed with the office of Christopher A. Galloway
 Date 7/21/2020 By WAT

2020R019741

LAKE COUNTY OHIO
 RECORDED ON:
 07/21/2020 03:03 PM
 BECKY LYNCH
 LAKE COUNTY RECORDER
 REC FEE: 74.00
 PAGE: 7

EASEMENT FOR SANITARY SEWER

VILLAGE OF MADISON
 LAKE COUNTY, OHIO

PERMANENT PARCEL NUMBER
 02-A-014-0-00-004-0

KNOW ALL MEN BY THESE PRESENTS, That R & C Globig, LLC, the Grantor herein, in consideration of the sum of ten thousand (\$10,000.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant and release to the Village of Madison, Lake County, Ohio, the Grantee herein, whose mailing address is 33 East Main Street, Madison, Ohio 44057, its successors and assigns, the right to construct, repair, replace, relay, maintain, operate and inspect a sanitary sewer and necessary appurtenances thereto, and forever to have and to hold such right for the purposes and under the conditions herein set forth across the following real estate in said Village of Madison, Lake County, State of Ohio and described as follows:

EASEMENT DESCRIPTION: See, Attached Exhibit "A."

The width of the easement varies between 20 to 40 feet over an approximate length of 2,282.5 feet along its longest side which extends from the property's boundaries with Middle Ridge Road on its south edge to Hubbard Road on its eastern edge.

The Grantor to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures, or obstructions on or over, or that will interfere with the construction, maintenance or operation of the sanitary sewer or appurtenances constructed hereunder, and will not change the grade over such sanitary sewer. This paragraph shall not be interpreted as preventing Grantor, its successors and assigns from the future installation of pavement within the easement area for driveways and parking, but however, Grantor, its successors and assigns shall in that event bear all costs and expenses to restore any pavement lost as a consequence of necessary maintenance or repair of the sewer line.

The grant is made on the express condition that said Village of Madison, Lake County, Ohio, shall as far as possible after the construction of said sanitary sewer and all subsequent alterations or repairs thereunto, restore all property belonging to the Grantor except buildings or other structures located in the permanent easement to its original condition and shall reasonably compensate the Grantor for any property damaged or destroyed except buildings or other structures located in the permanent easement which cannot be restored to its original condition, as a result of or in consequence of said construction, maintenance and repair of said sanitary sewer.

Grantor, its successors and assigns shall have the right to connect sanitary service for the parcel to the sanitary sewer line, subject to usage and access charges, except however, with respect to Village recapture of construction costs (a "tie-in" fee) the Grantor, its successors and assigns shall be entitled to a reduction of fifty (50%) percent of that Village charge as and for further consideration for this grant of easement. The sanitary sewer line shall provide eight (8") inch stubs at each manhole location, (totaling seven (7) manholes) for future service connections.

The location of the easement above described shall be indicated on plans on file in the Village of Madison administrative offices, 33 East Main Street, Madison, Ohio.

TO HAVE AND TO HOLD said premises, to said Grantee, its successors and assigns forever, for the purposes hereinbefore mentioned.

The Grantor further covenants with the Grantee, its successors and assigns that it is well seized of said premises as an estate in fee simple and that it is free from all encumbrances and it will warrant and defend the title to said premises against all claims except any restrictions, easements and conditions of record.

IN WITNESS WHEREOF, the said R & C Globig, LLC has set its hand by and through its authorized agent this 20th day of July, 2020.

Grantor
R & C GLOBIG, LLC

R & C Globig LLC
by Logan Globig, its
Managing Member

STATE OF OHIO

COUNTY OF LAKE

SS:

No oath or affirmation was administered to the signer with regard to the notarial act.

BE IT REMEMBERED, that on this 20th day of July, 2020, before me, a Notary Public, in and for said County, personally came the above named Roger Globig on behalf of R & C Globig, LLC, with authority, Grantor in the foregoing deed of easement and acknowledged the signing of the same to be his/her voluntary act and deed and that of R & C Globig, LLC for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



DEBRA GWENN KRUG
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 9/8/24

Debra Gwenn Krug

Notary Public

My Commission expires: 9/8/2024

This instrument prepared by:
Joseph P. Szeman (0064822)
Village of Madison Director of Law
8500 Station Street, Suite 245
Mentor, Ohio 44060

UNRECORDED

**DESCRIPTION OF SANITARY SEWER EASEMENT
 OVER AND THROUGH LAND OF
 R & C GLOBIG LLC (PPN 02-A-014-0-00-004-0)
 FOR THE BENEFIT OF
 THE VILLAGE OF MADISON, OHIO**

Situated in the Village of Madison, County of Lake, and State of Ohio and known as being a part of Original Madison Township, Lots No. 1 and No. 2, Tract No. 3 in the Twelfth Township of the Sixth Range in the Connecticut Western Reserve and more particularly being an easement for sanitary sewer purposes over, through and across a parcel of land (PPN 02-A-014-0-00-004-0) conveyed to R & C Globig LLC by instrument dated May 23, 2006 and recorded in Document No. 2006R020504 of Lake County Records and is bounded and described as follows:

Beginning in the centerline of Middle Ridge Road, 55 feet in width, at a point located South 79°03'14" West a distance of 1464.79 feet as measured along said centerline from a one inch diameter iron pin stake in a monument box found marking its intersection with the centerline of Hubbard Road (aka Lake Street), 60 feet in width, said point of beginning being the southwesterly corner of said land of R & C Globig LLC;

Thence North 1°32'04" West along the westerly line of said land of R & C Globig LLC, the same being the easterly line of land (PPN 02-A-014-0-00-002-0) conveyed to TSW Properties Ltd. by instrument dated March 29, 2002 and recorded in Document No. 2002R016060 of Lake County Records, a distance of 27.88 feet to its intersection with the northerly line of said Middle Ridge Road and the Principal Point of Beginning of the following described easement;

- COURSE I** Thence North 1°32'04" West continuing along said westerly line of land of R & C Globig LLC a distance of 20.27 feet to a point;
- COURSE II** Thence North 79°03'14" East by a line which is parallel with the aforesaid northerly line of Middle Ridge Road and distant 20.00 feet northerly by normal measure therefrom, a distance of 488.89 feet to a point;
- COURSE III** Thence North 1°32'04" West a distance of 216.52 feet to a point;
- COURSE IV** Thence North 27°46'28" East a distance of 568.89 feet to a point;
- COURSE V** Thence North 20°22'44" East a distance of 254.85 feet to a point;
- COURSE VI** Thence North 13°54'42" East a distance of 214.22 feet to the northerly line of said land of R & C Globig LLC;



- COURSE VII** Thence North $70^{\circ}55'59''$ East along said northerly line of land of R & C Globig LLC, the same being the southerly line of land (PPN 02-A-014-0-00-008-0) conveyed to the Village of Madison by instrument dated March 5, 1959 and recorded in Deed Book Volume 475, Page 106 of Lake County Records, a distance of 539.21 feet to its intersection with the westerly line of Hubbard Road (60-foot width);
- COURSE VIII** Thence South $0^{\circ}57'46''$ East along said westerly line of Hubbard Road a distance of 31.56 feet to a point;
- COURSE IX** Thence South $70^{\circ}55'59''$ West by a line which is parallel with COURSE VII in the easement herein described and distant 30.00 feet southerly by normal measure therefrom, a distance of 501.19 feet to a point;
- COURSE X** Thence South $13^{\circ}54'42''$ West by a line which is parallel with COURSE VI in the easement herein described and distant 40.00 feet easterly by normal measure therefrom, a distance of 206.67 feet to a point;
- COURSE XI** Thence South $20^{\circ}22'44''$ West by a line which is parallel with COURSE V in the easement herein described and distant 40.00 feet easterly by normal measure therefrom, a distance of 259.69 feet to a point;
- COURSE XII** Thence South $27^{\circ}46'28''$ West by a line which is parallel with COURSE IV in the easement herein described and distant 40.00 feet easterly by normal measure therefrom, a distance of 561.01 a point;
- COURSE XIII** Thence South $1^{\circ}32'04''$ East by a line which is parallel with COURSE III in the easement herein described and distant 40.00 feet easterly by normal measure therefrom, a distance of 219.71 feet to the aforesaid northerly line of Middle Ridge Road;
- COURSE XIV** Thence South $79^{\circ}03'14''$ West along said northerly line of Middle Ridge Road a distance of 529.43 feet to the Principal Point of Beginning of the easement herein described and containing 1.7405 Acres (75,820 Square Feet) of land as described in June, 2020 by Thomas M. Meeks, Ohio Registered Surveyor No. 8674 of CT Consultants, Inc.



The bearings described herein are based on the centerline of Middle Ridge Road (55') South 79°03'14" West reference frame and used to denote angular value between courses described herein only.

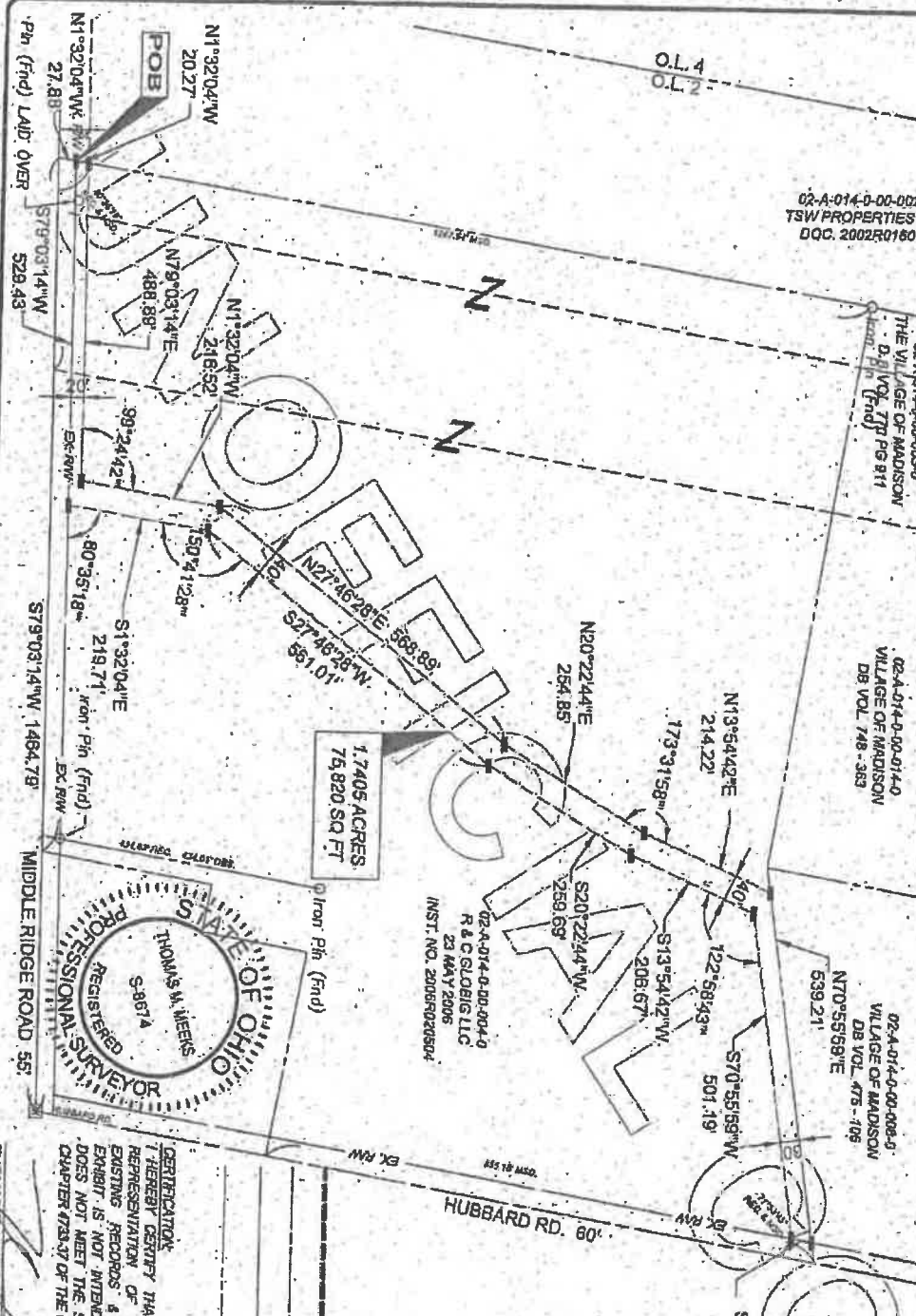


CT Consultants, Inc.

Thomas M. Meeks 6/19/2020
Thomas M. Meeks P.S. Date
Registered Surveyor No. 8674

02-A-014-0-00-004-0
TSW PROPERTIES LTD
DQC. 2002R016060

EASEMENT EXHIBIT
SITUATED IN THE VILLAGE OF MADISON, COUNTY OF LAKE, AND STATE OF OHIO AND KNOWN AS
BEING A PART OF ORIGINAL MADISON TOWNSHIP LOTS NO. 1 AND NO. 2, TRACT NO. 3 IN THE TWELFTH
TOWNSHIP OF THE SIXTH RANGE IN THE CONNECTICUT WESTERN RESERVE



1.7405 ACRES
76,820 SQ. FT.

THOMAS M. MEERS
REGISTERED SURVEYOR
S 9874

02-A-014-0-00-004-0
R & C SLOBIG LLC
23 MAY 2005
INST. NO. 2005R020504

SCALE IN FEET
0 200 400

NOTES:
1) RECORDS SHOWN HEREON
ARE FROM THE LAKE COUNTY
RECORDERS OFFICE

BASIS OF BEARINGS:
CENTERLINE OF MIDDLE
RIDGE ROAD (S7) S79°09'14\"/>

LEGEND

- IRON PIPE FOUND
- EXISTING SANITARY MANHOLE
- EASEMENT LIMITS
- PUBLIC R/W CENTERLINE
- PUBLIC R/W
- PARCEL LINE

CERTIFICATION:
I HEREBY CERTIFY THAT THIS EXHIBIT DEPICTS THE CORRECT
REPRESENTATION OF THE LAND AS DETERMINED FROM
EXISTING RECORDS & MANUAL FIELD SURVEY WORKS.
THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY AND
DOES NOT MEET THE STANDARDS OUTLINED AND DERIVED BY
CHAPTER 4733-17 OF THE OHIO ADMINISTRATIVE CODE

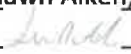
THOMAS M. MEERS, PS 8674
DATE: 6/19/2020

<p>SANITARY SEWER EASEMENT VILLAGE OF MADISON LAKE COUNTY, OHIO</p>		<p>DRAWING SCALE: HORIZ: AS SHOWN</p>
<p>PROJECT NO.: 190520</p>		<p>DATE: 11/02/19</p>
<p>DRAWING NAME: EASEMENTS</p>		<p>DRAWN BY: LUK</p>
<p>SHEET: 1</p>		<p>CHECKED BY: TMM</p>
<p>DATE: 6/19/2020</p>		<p>PPN 02-A-014-0-00-004-0 Lake County Recorder</p>



USEFUL LIFE WORKSHEET

Ohio EPA, DEFA | Office of Financial Assistance
 Clean Water
 APPLICANT/DESIGN ENGINEER'S WORKSHEET FOR CALCULATING WEIGHTED USEFUL LIFE

Design Engineer: Shawn Aiken, P.E.
 Design Engineer Signature:  DN: CN = Shawn Aiken email = saiken@ctconsultants.com C = US O = CT Consultants Inc Date 4/4/2022
 Applicant: Madison Village
 Project: Sanitary Sewer Trunk Interconnection

Conveyance Structures (piping)			Useful Life = 50 years or Less	
Asset	Loan Value (dollars)	x Useful Life (years)	= Extension	
Sanitary Sewer Interconnect	\$ 6,550,061.00	50	327,503,050	
			0	
			0	
			0	

Process Equipment			Useful Life = 15-20 Years or Less	
Asset	Loan Value (dollars)	x Useful Life (years)	= Extension	
			0	
			0	
			0	
			0	

Buildings and Concrete Tanks			Useful Life = 30-50 Years or Less	
Asset	Loan Value (dollars)	x Useful Life (years)	= Extension	
			0	
			0	
			0	
			0	

Earthen Structures			Useful Life = 40 Years or Less	
Asset	Loan Value (dollars)	x Useful Life (years)	= Extension	
			0	
			0	
			0	
			0	

Auxiliary Equipment			Useful Life = 10-15 Years or Less	
Asset	Loan Value (dollars)	x Asset Useful Life	= Extension	
			0	
			0	
			0	
			0	

Totals	\$ 6,550,061.00		327,503,050
Project Useful Life:	50.0 years		

ENGINEERING AGREEMENT

1st Reading, October 6, 2014
2nd Reading, October 20, 2014
3rd Reading, November 3, 2014
Introduced by: Mayor Britton

ORDINANCE NO. 39-2014

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CT CONSULTANTS, INC. FOR PROFESSIONAL ENGINEERING SERVICES IN THE CAPACITY OF VILLAGE ENGINEER, AND DECLARING AN EMERGENCY.

WHEREAS, upon recommendation by the Mayor, the Council deems it necessary that a Village Engineer be retained pursuant to § 10.1 of the Village Charter to provide professional engineering advice and services on a regular and on-call basis; and

WHEREAS, direct employment by the Village of an engineer is not considered advantageous due to the time, complexity, and resources needed to provide these services, therefore, the Council determines that retention of an engineering firm to provide these services on an independent contractor basis is needed; and

WHEREAS, upon further recommendation and nomination by the Mayor, the Council determines that CT Consultants, Inc. is best suited to meet the professional engineering needs of the Village; and

WHEREAS, it is the desire of Council to authorize the Mayor to enter into a contract with CT Consultants, Inc. for engineering services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, LAKE COUNTY, STATE OF OHIO:

SECTION 1: That the Mayor be and hereby is authorized to enter into a contract with CT Consultants, Inc. for professional engineering services, commencing as of Nov 3, 2014, said contract being attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION 2: That pursuant to said contract's terms, the individual staff member of CT Consultants, Inc. designated as the "Village Engineer" shall be the exclusive person who may, and is hereby so authorized, to exercise such statutory, Charter, or other legal authority vested in the position of Village Engineer.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberation of this council and of any of its


1st Reading, October 6, 2014
2nd Reading, October 20, 2014
3rd Reading, November 3, 2014
Introduced by: Mayor Britton

committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.


SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health safety and welfare of the residents of the Village of Madison, and further necessary for the efficient daily operation of the Village and so that the Village maintains engineering services in that the prior engineering contract has been terminated; WHEREFORE, this Ordinance shall take immediate effect in accordance with the provisions of Article V, § 5.2 of the Madison Village Charter.

PASSED:

11-3-2014



Kenneth D. Takacs,
President of Council

Attested:



Kristie Crockett,
Fiscal Officer / Clerk of Council

Approved:


Sam Britton Jr.,
Mayor

11/3/14
Date

**AN AGREEMENT
BETWEEN THE VILLAGE OF MADISON
AND
CT CONSULTANTS, INC.**

- I. **THIS AGREEMENT**, made at the Village of Madison, Ohio this 3 day of November, in the year 2014, by and between the Village of Madison, Ohio, hereinafter called the "VILLAGE", and the firm of CT Consultants, Inc., hereinafter called the "ENGINEER", witnesseth;

WHEREAS, the VILLAGE intends to employ the services of a professional engineering firm to provide engineering, architectural, and surveying services to the VILLAGE and act in the capacity of Village Engineer; and

WHEREAS, the ENGINEER proposes to furnish such engineering services to the VILLAGE for a period beginning Nov 3, 2014 and continuing until such time as the agreement is terminated pursuant Article XIII herein. The VILLAGE Mayor shall have the right to designate and select from the firm of CT Consultants, Inc., the individual Engineer(s) who shall personally perform the engineering services to the VILLAGE and shall be the exclusive person who may exercise such statutory, Charter, or other legal authority vested in the position of Village Engineer.

WHEREAS, the ENGINEER currently maintains engineer's professional liability insurance, limits of which are: \$1,000,000 per claim; \$2,000,000 policy aggregate and the VILLAGE is listed as an additional insured; and

THEREFORE, in consideration of these premises, and of the mutual covenants herein set forth, the VILLAGE and the ENGINEER agree as follows:

- II. The ENGINEER agrees to furnish and perform the various professional services as are herein defined as "RETAINER SERVICES," as follows:
- A. **RETAINER SERVICES:** The following professional services shall be performed by the ENGINEER for the VILLAGE, either as a matter of routine or upon request of an appropriate Village official as may be designated by the Mayor.

1. Attend Council Meetings and Planning Commission or BZA Meetings as requested as well as meetings with the public, legislative or administrative meetings or conferences as requested by the Village, up to a total of three (3) meetings per month.
 2. Site inspection(s) and consultation with such authorized representatives of the VILLAGE, providing such consultation requires no preparation of detailed plans, estimates or field investigations.
 3. Prepare estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
 4. Provide assistance in the preparation of applications for financial assistance in the form of preliminary estimates of construction cost and minor engineering details.
 5. Make and deliver to the Council periodic reports of the progress of improvements under its charge, stating conditions of same, together with any other matters of interest desired by the Council.
- B. RETAINER FEE: For services as detailed above, under Article II-A, Retainer Services, a monthly retainer fee of One Thousand Dollars (\$1,000.00) shall be paid to the ENGINEER as compensation for services indicated and shall be increased Fifty Dollars (\$50.00) per month each succeeding year of this Contract to a maximum One Thousand Five Hundred Dollars (\$1,500.00).
- III. The ENGINEER agrees to furnish and perform additional professional services as are herein defined as "SPECIFICALLY AUTHORIZED SERVICES," as follows:
- A. SPECIFICALLY AUTHORIZED SERVICES: The following professional services shall be performed by the ENGINEER for the VILLAGE only after such services specifically have been authorized by the VILLAGE:
1. Preparation, maintenance and reproduction of specifications and standards for public utilities.
 2. Preparation, maintenance and reproduction of a comprehensive master plan for development of any public utilities.

3. Furnishing of preliminary investigations, studies, and reports, preliminary general plans, preliminary cost estimates and field investigations.
 4. Furnishing land surveys, establishment of boundaries and monuments, line, grade, topographic, easement and right-of-way field surveys and related office plotting of notes, computations, descriptions and drafting.
 5. Furnishing of line and grade surveys for the construction of public improvements.
 6. Furnishing the services of a resident engineer and/or field representative to observe the work on public improvement projects and report to the VILLAGE on the Contractor's compliance and progress.
 7. Computing and certifying of the amount of special assessments for public improvements as may be required.
 8. Preparing record drawings that reflect actual construction and making said drawings available upon the request of the VILLAGE.
 9. Furnishing of additional surveying, architectural or engineering services as may be authorized by the VILLAGE and not specified elsewhere herein.
 10. Acting as Inspector for the administration and enforcement of the grading and site plan ordinances of the VILLAGE.
- B. The ENGINEER shall receive for performance of all necessary services stipulated and defined above, in Article III-A, Specifically Authorized Services, a fee equal to an hourly rate computed as payroll cost of various personnel plus one hundred percent (100%). It is agreed and understood by the parties hereto that for purposes of this Agreement, payroll costs shall be actual salary plus fifty percent (50%) for such items as insurance, sick leave, vacations, Worker's Compensation, Social Security, incentive pay, and other direct overhead.

Payments for the aforesaid professional services are to be paid monthly by the VILLAGE upon receipt of a detailed statement of time and expenses from the ENGINEER.

- C. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall create nor is it intended to create an employer-employee relationship between the VILLAGE and the individual designated as Village Engineer.
- IV. The ENGINEER agrees to furnish and perform professional services as are herein defined as "PUBLIC IMPROVEMENT PROJECTS," as follows:
- A. PUBLIC IMPROVEMENT PROJECTS: The following professional services shall be performed by the ENGINEER on specific public improvements for the VILLAGE only after such services have been specifically authorized by the VILLAGE.
 - 1. Preparation of detailed construction plans, specifications, cost estimates and construction proposals for public improvements.
 - 2. Placing copies of plans and specifications on view in the ENGINEER's office for information of equipment and material suppliers; and being available for interviews with prospective bidders during the period of advertisement for construction bids.
 - 3. Assistance to the VILLAGE in securing, tabulating and evaluating construction bids and furnishing an engineering assessment of the Contractor's capability to perform such public improvement.
 - 4. Visits at necessary intervals to the site of the work by a duly qualified representative of the ENGINEER throughout the active construction periods for review of the progress and quality of the construction work, to assure compliance with the specifications, and consultation with VILLAGE representatives. The ENGINEER shall not be responsible for, nor have control of, construction means, methods, techniques, sequences, or for safety programs in connection with the work by the Contractor(s). The ENGINEER is not responsible for the failure of the Contractor(s) to carry out the work in accordance with the contract documents; nor can the

responsibility be conferred upon the ENGINEER for any acts or omissions of the Contractor(s) performing the work.

5. Review and checking of all detailed construction drawings and all shop and erection drawings and other information submitted by Contractors for compliance with design concept and requirements of the contract documents. This performance includes similar checking of laboratory, shop and mill reports of materials and equipment.
 6. Furnishing supplementary detailed working drawings, specifications and written instructions as may be necessary from time to time throughout the construction period to interpret the contract plans and documents and to resolve actual field conditions encountered.
 7. Checking interim and final estimates for payment to Contractors.
 8. Review of all operation and performance tests required by the contract specifications.
 9. Provide, in writing, recommendations concerning completion and final acceptance of the construction work.
- B. The ENGINEER shall receive as compensation for the performance of services stipulated and defined above, in Article IV-A, Public Improvement Projects, a fee based upon the cost of construction according to the following schedule:

<u>PROJECT CONSTRUCTION COST</u>	<u>FEE</u>
\$0 to \$100,000	Payroll cost times 2.0 plus reimbursable expenses
\$100,000 to \$500,000	13% of first \$100,000 plus 7.6% of amount over \$100,000
\$500,000 to \$1,000,000	8.7% of \$500,000 plus 6.3% of amount over \$500,000
\$1,000,000 to \$5,000,000	7.5% of \$1,000,000 plus 6.1% of amount over \$1,000,000
Over \$5,000,000	6.4% of \$5,000,000 plus 5.6% of amount over \$5,000,000

No engineering work shall be undertaken by the ENGINEER for the design and construction of sewers, water mains, roadways or other major projects with a fee value in excess of \$25,000.00 without formal authorization from the VILLAGE.

In all cases, the construction cost for application of percentage fees shall be exclusive of the costs for land or right-of-way acquisition, engineering, surveys, legal services or similar administrative expenses.

Payment for services shall be made monthly based upon the ENGINEER's estimate of work progress and shall be in proportion to the services performed for each phase equal to the following percentages of the total base fee payable:

Detailed Construction Drawings and Specifications	80%
Bidding Services	5%
Engineering Services During Construction	15%

If and to the extent that the contract time initially established in a construction contract is exceeded or extended through no fault of the ENGINEER, the VILLAGE and the ENGINEER shall agree upon the amount of compensation to be paid for additional services required for administration of the construction contract.

The fee for services shall be based upon the ENGINEER's opinion of the probable cost for construction but shall be adjusted to actual construction cost when a contract for construction is awarded. Should requirements of the state agencies having jurisdiction entail revisions of contract documents or plans as a condition to approval, such revisions shall be made by the ENGINEER at no additional expense to the VILLAGE. If, however, the VILLAGE orders a change in scope or alterations in contract drawings or other documents after they have been approved by the State, the VILLAGE and the ENGINEER shall agree upon the amount of compensation to be paid for such work prior to the commencement of the work.

If any portion of a project is deleted or otherwise not constructed, compensation shall be payable to the extent services are performed in accordance with the percentage fee schedule set forth in Article IV-B; based on either: (1) the lowest and best bid or negotiated proposal; or (2) if no such bid or proposal is received, the most recent opinion of probable construction cost.

- V. PERFORMANCE BY THE VILLAGE: This proposal is based upon the understanding that the VILLAGE, without expense to the ENGINEER, will:
1. Make available to ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
 2. Provide all test borings or other soils investigations which are required for the proper design of the improvements.
 3. Furnish testing laboratory services for inspection and testing materials and/or equipment as may be necessary to assure compliance with contract specifications.
 4. Furnish all legal and/or land appraisal services which may be required.
- VI. CONFLICT OF INTEREST: Unless otherwise directed by the VILLAGE, the ENGINEER, including all staff members, shall not be employed, have any financial interest in, or receive compensation from any developer for planning of or in seeking approval of any subdivision or development within the corporate limits of the VILLAGE during the time the ENGINEER is employed as Village Engineer. Pursuant to § 10.1 of the Madison Village Charter the ENGINEER shall not have any business interest within the VILLAGE other than those reviewed and approved by a majority of all members of the VILLAGE Council.
- VII. CONFIDENTIALITY: The ENGINEER shall not, either during or after the term of the Contract, disclose to any third party, or use for its own benefit, any confidential information relative to the services or the business of the VILLAGE without the written consent of the VILLAGE. The provisions of this sections shall survive the satisfaction of the obligations and the completion of the term of this Contract.

- VIII. WARRANTY: ENGINEER warrants that any consulting and professional engineering services performed by it under a Work Authorization shall be performed in accordance with that degree of care and skill ordinarily exercised by members of ENGINEER's profession practicing at the same time in the same location.
- IX. INDEMNITY: Each party shall indemnify, defend and save the other party, its officers, directors, employees and affiliates harmless from any loss, costs or expense claimed by third parties, excluding employees of either party, for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost or expense arises from the negligence or willful misconduct of the indemnifying party, its employees or affiliates in connection with the services.
- X. WAIVER OF CONSEQUENTIAL DAMAGES: Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither VILLAGE or ENGINEER shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and ENGINEER hereby releases VILLAGE and VILLAGE hereby releases ENGINEER from any such liability.
- XI. OWNERSHIP OF DOCUMENTS: ENGINEER grants to VILLAGE a transferable, irrevocable and perpetual royalty-free license to retain and use all work products delivered to VILLAGE for any purpose in connection with the project specified in each Work Authorization, upon full payment by VILLAGE for ENGINEER's services. ENGINEER also may use such work product for other purposes with ENGINEER's written consent. Re-use of any such work product by VILLAGE on any extension of the project or on any other project without written authorization of ENGINEER shall be at VILLAGE's sole risk and VILLAGE shall indemnify, defend and save ENGINEER and its affiliates, consultants, agents,

subcontractors and suppliers of any tier, and any and all employees, officers and directors of any of the foregoing, if any, from and against any and all losses suffered as a result of, or arising out of, or in connection with such re-use. ENGINEER shall have the right to retain copies of all such work product. ENGINEER retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its services.

XII. NON-AGENCY: ENGINEER shall not have, nor shall this Agreement be construed by implication as creating, an agency relationship between VILLAGE and ENGINEER except that which is explicitly authorized by this Agreement. Notwithstanding this non-agency clause, the ENGINEER, with respect to services performed hereunder, shall, nevertheless, for purposes of governmental immunity, be considered an instrumentality through which the VILLAGE carried out its governmental function.

XIII. TERMINATION: In the event the ENGINEER desires to terminate the Agreement, it will be effective ninety (90) days after written notification to the VILLAGE of its decision to terminate.

The VILLAGE may terminate this Agreement in accordance with § 10.1 of the Madison Village Charter at any time, such termination shall be effective at the earliest date allowed by law.

The parties may mutually agree to terminate this Agreement at any such time and with an effective date as they should so agree.

The ENGINEER shall be permitted to complete all started projects and design work in process only upon authorization by the VILLAGE; all other services shall cease unless the parties should mutually agree on a later cessation date for the specific service(s). The ENGINEER shall return to the VILLAGE all maps, drawings and other VILLAGE records.


This Agreement is not exclusive and the VILLAGE shall not be prohibited from retaining other engineering, architectural, or consulting services in addition or in lieu of the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals
at the Village of Madison, Ohio, this 3rd day of November, 2014.

VILLAGE OF MADISON, OHIO


CT CONSULTANTS, INC.

By:



Sam Britton, Jr., Mayor
as authorized by
Ordinance No. 39-2014

By:



Dave Wiles, P.E., President

DOCUMENTS REGARDING TRANSFER OF SYSTEM

- ORDINANCE NO. 33-2017 – AUTHORIZING THE MAYOR, MADISON VILLAGE TO ENTER INTO AN AGREEMENT TO TRANSFER THE SANITARY SEWER SYSTEM TO LAKE COUNTY DEPARTMENT OF UTILITIES
 - RESOLUTION AUTHORIZING BOARD OF LAKE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT FOR THE TRANSFER OF THE VILLAGE MUNICIPAL SANITARY SEWER SYSTEM TO THE LAKE COUNTY DEPARTMENT OF UTILITIES FOR THE ASSUMPTION BY THE LAKE COUNTY DEPARTMENT OF UTILITIES AN EXCUSIVE FRANCHISE WITHIN THE VILLAGE OF MADISON
- AN AGREEMENT BETWEEN THE VILLAGE OF MADISON AND THE BOARD OF LAKE COUNTY COMMISSIONERS FOR THE TRANSFER OF THE VILLAGE MUNICIPAL SANITARY SEWER SYSTEM TO THE LAKE COUNTY DEPARTMENT OF UTILITIES AND FOR THE ASSUMPTION BY THE LAKE COUNTY DEPARTMENT OF UTILITIES AN EXCLUSIVE FRANCHISE WITHIN THE VILLAGE OF MADISON

1st Reading, October 16, 2017
1st Reading, as Amended, November 6, 2017
2nd Reading, as Amended, November 20, 2017
3rd Reading, as Amended, December 4, 2017

Sponsored / Introduced by: Mayor Britton

ORDINANCE NO. 33 - 2017
(As Amended)

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BOARD OF LAKE COUNTY COMMISSIONERS FOR THE TRANSFER OF THE VILLAGE MUNICIPAL SANITARY SEWER SYSTEM TO THE LAKE COUNTY DEPARTMENT OF UTILITIES, AND FOR THE AWARD OF AND ASSUMPTION BY THE LAKE COUNTY DEPARTMENT OF UTILITIES AN EXCLUSIVE FRANCHISE WITHIN THE VILLAGE OF MADISON.

WHEREAS, the Village is the owner of a municipal sanitary sewer system (the "Village Sanitary System") which collects for treatment waste waters from approximately 1,400 customers within and without its municipal boundaries, and

WHEREAS, Lake County, Ohio owns and operates a regional sanitary sewer system, including waste treatment plants, (the "County Sanitary System") serving customers within its service district(s), and

WHEREAS, The County Sanitary System realizes economies of scale which result in current service costs to its customers as follows:

\$2.76 per unit

The average residential household's monthly cost for County sanitary sewer service is therefore calculated as \$25.83 (as of 07/01/2017) based upon an average up to 9.35 units of monthly discharge.¹

1.4 The Village's lack of such economies of scale result in current service costs to its customers as follows:

\$5.62 per unit;

¹ LCDU uses a quarterly flat rate of \$77.49 which covers up to 28.05 units of discharge. The metered rate is \$3.66 per 1,000 gallons (1.33 units).

Fixed System Access Charge = \$5.62 monthly / account; and
CIF charge = \$10.00 monthly / account

The average residential household's monthly cost for Village sanitary sewer service is \$38.10 (as of 07/01/2017) based upon an average of 4 units of monthly discharge.

1.5 The Village projects that unit costs to its customers will rise by 2% / year on average with County projections also being that unit costs to its customers will rise by 2% / year on average. The Village projects the CIF charge will increase to \$60.60 within 10 years. These projections equate to the average residential household's monthly cost for Village sanitary sewer service being \$85.25 in 10 years while the County sanitary sewer service customers cost would be \$31.49 (based upon an average 4 units of monthly consumption).

WHEREAS, the Village recognizes that the costs detailed herein above are not sustainable. It seeks to provide for the long-term stability of the management, operations, and costs of the Village Sanitary System, and, recognizes that its continued ownership of same is an impediment to those goals. The Village further recognizes that the long-term costs associated with continued ownership and operation of the Village Sanitary System will result in costs to its customers greatly in excess of geographically similarly situated customers given that it has no economically viable path to control sewer collection rates and related system charges due to (i) the limited customer base served by the Village Sanitary System and (ii) the costs associated to maintain and upgrade the system, including significant upgrades to the its Waste Water Treatment Plant. The Mayor and Council of the Village of Madison accordingly have sought options to prevent these adverse effects from becoming a detriment to its citizens and to the Village's broader economic health.

WHEREAS, the Village, acting pursuant to its plenary power conferred by Article XVIII, § 4 of the Ohio Constitution and its Home Rule powers conferred by Article XVIII, § 3 of the Ohio Constitution desires to divest itself of the Sanitary Sewer System via merger and transfer of its assets to the County via permanent grant of a franchise.

WHEREAS, the Village finds that an outright sale for cash of the Village Sanitary Sewer System is a futile endeavor to accomplish its goals herein set forth as (i) there are no investor-owned wastewater utilities being operated in the Village's geographic area, (ii) such a utility would by law be permitted to realize a profit on its operations and would accordingly not be able to provide services at rates competitive to a publicly-owned utility, (iii) existing debt obligations (ODWA loan #2327 in the principal amount of \$86,238.00, ODWA loan #3223 in the principal amount of \$95,625.00, and ODWA loan #4409 in the principal amount of \$572,160.00) must be assumed by any purchaser unless first retired, and (iv) the capital investment in an upgraded Waste Water Treatment Plant once passed on to Village customers would dramatically increase cost of services and be an economic detriment to them and to the Village's growth, development, jobs and population retention.

WHEREAS, the Council now desires to enter into the Sanitary Transfer Agreement and to award to Lake County a permanent and exclusive franchise within the municipal boundaries.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:


SECTION 1. The Mayor is authorized to sign the agreement with the Lake County Board of Commissioners attached hereto as Exhibit 1, the "Sanitary Transfer Agreement," and incorporated herein by this reference and to perform all actions in furtherance of said Agreement.

SECTION 2. In accordance with the terms and conditions set forth in the Sanitary Transfer Agreement on the Closing Date defined and ascertained pursuant to said Agreement's terms, the Board of County Commissioners of Lake County, Ohio and its Department of Utilities, is hereby granted a permanent and exclusive franchise within the municipal boundaries of the Village of Madison for the provision of sanitary sewer services, to own and operate the Sanitary System within the Village municipal boundaries under the same rates, charges, fees, terms, and conditions of service as it provides such services to its system-wide customers, and to operate Sanitary System Assets within all public rights-of-way and to expand same as necessary.


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 §121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance shall take effect and be in full force at the earliest time provided by Ohio law.

PASSED: December 4, 2019

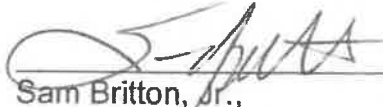

Kenneth D. Takacs,
President of Council

Attested:


Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:

Date: 12-4-17



Sam Britton, Jr.,
Mayor

I hereby certify that this ordinance/resolution
was duly published pursuant to law.
Publication: Gazette/PND
On: December 15, 2017
X M. J. [Signature] Fiscal Officer

Commissioners' Office, Lake County
Painesville, OH, February 7, 2018

The Board of County Commissioners, in and for Lake County, Ohio, met this day in regular session with the following members present:

Commissioners: Cirino, Hamercheck, and Troy

Commissioner Hamercheck presented the following resolution and moved its adoption.

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MADISON AND THE BOARD OF LAKE COUNTY COMMISSIONERS FOR THE TRANSFER OF THE VILLAGE MUNICIPAL SANITARY SEWER SYSTEM TO THE LAKE COUNTY DEPARTMENT OF UTILITIES AND FOR THE ASSUMPTION BY THE LAKE COUNTY DEPARTMENT OF UTILITIES AN EXCLUSIVE FRANCHISE WITHIN THE VILLAGE OF MADISON

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code; and

WHEREAS, it is the recommendation of the Sanitary Engineer of the Lake County Department of Utilities that the Board of Lake County Commissioners authorize execution of a sanitary sewer agreement with the Village of Madison; said agreement incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Lake County, Ohio, hereby authorizes execution of a sanitary sewer agreement with the Village of Madison; said agreement incorporated herein by reference as Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Lake County Auditor; Sanitary Engineer, Lake County Dept. of Utilities; and to Mayor Sam Britton, Jr., Madison Village, 126 West Main Street, PO Box 7, Madison, Ohio 44057-0007.

Commissioner Troy seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

"AYES": Commissioners: Cirino, Hamercheck, Troy

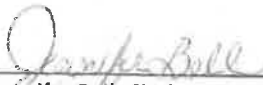
"NAYS": None.

Resolution adopted,
Jennifer Bell, Clerk

CLERK'S CERTIFICATION

I, Jennifer Bell, duly appointed Clerk of the Board of County Commissioners, do hereby certify that this is a true and accurate copy of a resolution adopted by said Board on February 7, 2018, and recorded in the Water and Sewer Journal, Volume 2018.

WITNESS my hand this seventh day of February, 2018, in Painesville, Ohio.



Jennifer Bell, Clerk
Board of Commissioners, in and
for Lake County, Ohio

**AN AGREEMENT BETWEEN THE VILLAGE OF MADISON,
OHIO AND THE BOARD OF LAKE COUNTY COMMISSIONERS
FOR THE TRANSFER OF THE VILLAGE MUNICIPAL
SANITARY SEWER SYSTEM TO THE LAKE COUNTY
DEPARTMENT OF UTILITIES AND FOR THE ASSUMPTION BY
THE LAKE COUNTY DEPARTMENT OF UTILITIES AN
EXCLUSIVE FRANCHISE WITHIN THE VILLAGE OF MADISON.**

THIS AGREEMENT FOR THE TRANSFER AND GRANT OF A SANITARY SEWER SYSTEM AND FRANCHISE (the, "Sanitary Transfer Agreement") made and entered into at Painesville, Ohio, this 7th day of FEBRUARY, 2018 (the "Effective Date"), by and between the VILLAGE OF MADISON, an Ohio chartered municipal corporation, having an address for purposes hereof at 126 West Main Street, Madison, Ohio 44057 (the "Village"); and the BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, OHIO, an Ohio political subdivision, having an address for purposes hereof at 105 E. Main St., Painesville, Ohio 44077 (the "County").

1. Background.

1.1 The Village is the owner of a municipal sanitary sewer system (the "Village Sanitary System") which collects for treatment waste waters from approximately 1,400 customers within and without its municipal boundaries. A system map is attached to this Sanitary Transfer Agreement as Schedule 1 and incorporated herein by this reference.

1.2 Lake County, Ohio owns and operates a regional sanitary sewer system, including waste treatment plants, (the "County Sanitary System") serving customers within its service district(s).

1.3 The County Sanitary System realizes economies of scale which result in current service costs to its customers as follows:

\$2.76 per unit¹

The average residential household's monthly cost for County sanitary sewer service is therefore calculated as \$25.83 (as of 07/01/2017) based upon an average up to 9.35 units of monthly discharge.²

¹ One unit = 100 cubic feet (748 gallons)

² LCDU uses a quarterly flat rate of \$77.49. The metered rate is \$3.66 per 1,000 gallons (1.33 units).

1.4 The Village's lack of such economies of scale result in current service costs to its customers as follows:

\$5.62 per unit;
Fixed System Access Charge = \$5.62 monthly / account; and
CIF charge = \$10.00 monthly / account³

The average residential household's monthly cost for Village sanitary sewer service is \$38.10 (as of 07/01/2017) based upon an average of 4 units of monthly discharge.

1.5 The Village projects that unit costs to its customers will rise by 2% / year on average with County projections also being that unit costs to its customers will rise by 2% / year on average. The Village projects the CIF charge will increase to \$60.60 within 10 years. These projections equate to the average residential household's monthly cost for Village sanitary sewer service being \$85.25 in 10 years while the County sanitary sewer service customers cost would be \$31.49 (based upon an average 4 units of monthly consumption).

1.6 The Village recognizes that the costs detailed in § 1.5 are not sustainable. It seeks to provide for the long-term stability of the management, operations, and costs of the Village Sanitary System, and, recognizes that its continued ownership of same is an impediment to those goals. The Village further recognizes that the long-term costs associated with continued ownership and operation of the Village Sanitary System will result in costs to its customers greatly in excess of geographically similarly situated customers given that it has no economically viable path to control sewer collection rates and related system charges due to (i) the limited customer base served by the Village Sanitary System and (ii) the costs associated to maintain and upgrade the system, including significant upgrades to its Waste Water Treatment Plant. The Mayor and Council of the Village of Madison accordingly have sought options to prevent these adverse effects from becoming a detriment to its citizens and to the Village's broader economic health.

1.7 The Village, acting pursuant to its plenary power conferred by Article XVIII, § 4 of the Ohio Constitution and its Home Rule powers conferred by Article XVIII, § 3 of the Ohio Constitution desires to divest itself of the Sanitary Sewer System via merger and transfer of its assets to the County via permanent grant of a franchise.

1.8 The Village finds that an outright sale for cash of the Village Sanitary Sewer System is a futile endeavor to accomplish its goals herein set forth as (i) there are no investor-owned wastewater utilities being operated in the Village's geographic area, (ii) such a utility would by law be permitted to realize a profit on its operations and would accordingly not be able to provide services at rates competitive to a publicly-owned utility, (iii) existing debt obligations (ODWA loan #2327 in the principal amount of \$86,238.00, ODWA loan #3223 in the principal amount of \$95,625.00, and ODWA loan #4409 in the principal amount of \$572,160.00) must be assumed by any purchaser unless first retired,

³ CIF stands for Capital Improvement Fund. Pursuant to Madison Code of Ordinances § 4.4, each customer pays a set monthly CIF charge regardless of the amount of discharge as a condition of service.

1.4 The Village's lack of such economies of scale result in current service costs to its customers as follows:

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1.7 The Village, acting pursuant to its plenary power conferred by Article XVIII, § 4 of the Ohio Constitution and its Home Rule powers conferred by Article XVIII, § 3 of the Ohio Constitution desires to divest itself of the Sanitary Sewer System via merger and transfer of its assets to the County via permanent grant of a franchise.

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³ CIF stands for Capital Improvement Fund. Pursuant to Madison Code of Ordinances § 4.4, each customer pays a set monthly CIF charge regardless of the amount of discharge as a condition of service.

and (iv) the capital investment in an upgraded Waste Water Treatment Plant once passed on to Village customers would dramatically increase cost of services and be an economic detriment to them and to the Village's growth, development, jobs and population retention.

1.9 The Village owns and operates a Water Works. By separate agreement (the, "Water Transfer Agreement"), the Village and County agree that the Village's Water Works System will also be transferred to the County. The Water Transfer Agreement and its full performance is an additional, integral, and material part of the consideration for this Sanitary Transfer Agreement such that breach of same is and shall constitute breach of this Sanitary Transfer Agreement as well.

2. Summary Outline of the Transfer Agreement.

2.1 This Sanitary Transfer Agreement is intended to accomplish the transfer of Village Sanitary Sewer System-served customers to become customers of and served by the County Sanitary System with the end result being that the Village will be able to dissolve its Sanitary Sewer System utility and the County Sanitary Sewer System will be given a permanent franchise pursuant to which it will operate its Sanitary Sewer System within the Village of Madison and serve all current and future customers within the Village municipal boundaries as well as extra-territorially, as such customers may otherwise have been served by the Village.

2.2 The transfer is to be accomplished in two phases, to wit:

2.2.1 Phase 1. Immediately upon the Commencement Date, the Village shall undertake design for a trunk line extension, lift station improvement, and force main improvement that will interconnect the Village and County systems, diverting waste water from the Village's Waste Water Treatment Plant to the County's system for treatment. Design shall be performed by the Village Engineer or outside engineering firm, as determined by the Village, to be constructed to the County standards.

2.2.2 Phase 2. On the date to be established in accordance with the provisions of § 5.3 of this Sanitary Transfer Agreement and applicable provisions of the Water Transfer Agreement, the County will assume full ownership and control of the tangible and intangible assets of the Village Sanitary System (less, those assets specifically excluded) whereupon it shall be granted and assume all franchise rights with respect to the Service Area (as defined in § 1.1).

3. Schedules of Assets.

3.1 The tangible assets of the Village Sanitary System consist of, but are not limited to, approximately 106,276 linear feet of line (20.13 miles) ranging in size from 8" to 30"; approximately 354 manholes; and a Waste Treatment Plant. A complete schedule of the tangible assets of the Village Sanitary System is attached hereto as Schedule 3 and incorporated herein by this reference. Schedule 3 shall be revised from time-to-time by the parties hereto due to (i) repairs and replacements to the Village Sanitary System, (ii) additions to the Village Sanitary System, and/or (iii) the retirement of fixed assets and their resulting removal from the Village Sanitary System provided, however, that any of these occurrences (i) - (iii) are material in nature (defined as being \$1,000 or more in cost

or value per item) otherwise, Schedule 3 need not be revised and such changes shall be deemed immaterial.

3.2 The intangible assets of the Village Sanitary System consist of customer lists and accounts, books, records, and computer data, inclusive of plans, diagrams, blueprints, as-built plans, specifications, inventories, capital improvement schedules and progress reports, computer files, environmental surveys, deposits and deposit accounts, and accounts receivable. A complete schedule of the intangible assets of the Village Sanitary System is attached hereto as Schedule 4 and incorporated herein by this reference.

4. Phase 1 – Interconnect Design, Financing, and Construction.

4.1 A graphic display of the Interconnect is shown in Schedule 2. It will be a 30" trunk line designed to handle one million gallons of waste water flow to the County's Dock Road waste water treatment plant, and, this improvement will include necessary upgrades to the County's lift station (collectively, the "Interconnect"). The Village's estimated construction cost is Four and One-Half Million Dollars (\$4,500,000.00).

4.2 The Village shall be financially responsible for all costs associated with the Interconnect (including, but not necessarily limited to, engineering, permitting, legal, easement acquisition, and construction). In the event the County for whatever reason, in the exercise of its discretion, desires to increase the capacity of the Interconnect above one million gallons of waste water flow, it shall be permitted to do so, however, the County shall be responsible for all costs associated with the additional capacity (including, but not necessarily limited to, engineering, permitting, legal, easement acquisition, and construction) above the one million gallons.

4.3 The project timeline is now estimated at three years to completion. However, reasonable delays due to financing, design changes, and construction delays are within the parties' contemplation.

4.4 The Village's obligations pursuant to this Sanitary Transfer Agreement are contingent upon it being able to obtain necessary financing for the full costs associated with the Interconnect upon commercially reasonable terms and at the then prevailing rate of interest.

4.5 Title to the Interconnect shall remain that of the Village until satisfaction by the County of payments to the Village as detailed in this § 4.5 pursuant to a lease to own agreement, as set forth in Schedule 34. The County will, and as a condition of it accepting the franchise the Village shall explicitly permit it, to impose a special surcharge equivalent to the principal and interest owing on the Interconnect loan(s) to be assessed upon the customers within the (then former) Village Service Area, calculated as follows: annual principal and interest due on the loan(s) ÷ total customers within the (former) Village Service Area ÷ standard billing intervals (that is to say, monthly, quarterly, etc.) = cost per customer per billing unit. The County shall not assess any poundage or administrative costs to the customers related to this surcharge. The parties agree to periodically review the sums actually collected to factor into the surcharge, if necessary, additional sums to cover short falls due to uncollectible debt obligations. The County shall remit to the Village all sums collected as and for this surcharge forthwith upon their collection. The

Village shall only apply the funds so received to the payment of the Interconnect loan(s). The surcharge shall continue to be in effect until such time and the Interconnect loan(s) have been fully paid, at which time when requested by the Village, the County shall end the surcharge. Once the loan(s) have been retired, the Village shall then by bill of sale transfer good and marketable title of the Interconnect to the County free and clear of any claims of the Village.

4.6 Tap-In Reimbursement Agreements. The Village may consistent with the terms of the lease to own agreement for the Interconnect require as a condition of use that future customers who desire to tap-in to the Interconnect shall pay to the Village a reimbursement fee proportionate to the costs of the Interconnect benefitting the property seeking to utilize same by virtue of the tap-in. The tap-in reimbursement shall be applied to the outstanding debt of the Interconnect or to the establishment of a debt service reserve fund in the event early loan repayment is prohibited by the terms of the loan(s).

5. Phase 2 – Transfer of Assets, Payment for Permanent Capacity, and Grant of Franchise.

5.1 Upon the date to be determined in accordance with § 5.3, the Village shall transfer to the County (i) such tangible and intangible assets as listed in Schedules 3 and 4, as amended, (ii) enter into lease-to-own agreements for the assets which cannot be transferred due outstanding loans (as per § 4.5), and (iii) shall grant a permanent franchise to the County for the Service Area. The County agrees to, and shall, accept said assets and franchise.

5.2 Permanent Capacity Charge. The County, as a condition of acceptance of the franchise, will require the customers of the then former Village Service Area remit a permanent capacity charge for its treatment plant, which capacity charge has been imposed upon the County's existing customers. To avoid the financial hardship of a lump sum charge to the individual customers, the Village will finance an advance lump sum payment to the County in a sum to be calculated based upon the average daily flow (measured in gallons) multiplied by the sum of \$5.705 per gallon as and for the cost of permanent capacity for all existing Village Sanitary System customers as of the Closing Date. Repayment of this advance will occur via the County imposing a special surcharge equivalent to the principal and interest owing on the Permanent Capacity loan(s) to be assessed upon the customers within the (then former) Village Service Area, calculated as follows: $\text{annual principal and interest due on the loan(s)} \div \text{total customers within the (former) Village Service Area} \div \text{standard billing intervals (that is to say, monthly, quarterly, etc.)} = \text{cost per customer per billing statement}$. The County shall not assess any poundage or administrative costs to the customers related to this surcharge. The parties agree to periodically review the sums actually collected to factor into the surcharge, if necessary, additional sums to cover short falls due to uncollectible debt obligations. The County shall remit to the Village all sums collected as and for this surcharge forthwith upon their collection. The Village shall only apply the funds so received to the payment of the Permanent Capacity loan(s). The surcharge shall continue to be in effect until such time and the Permanent Capacity loan(s) have been fully paid, at which time, the County shall end the surcharge.

5.2.1 The Village's obligations pursuant to this Sanitary Transfer Agreement are contingent upon it being able to obtain necessary financing for the full

costs associated with the Permanent Capacity advance upon commercially reasonable terms and at the then prevailing rate of interest.

5.3 The transfer of the Village Sanitary System and grant of the franchise for the Service Area to the County shall occur on a date to be determined by the parties based upon the date upon which the Village (i) completes the Interconnect, (ii) has secured the necessary financing for the Permanent Capacity advance, and (iii) coincides with the Closing Date established for the Water System pursuant to the Water Transfer Agreement. The parties anticipate that it will take approximately three (3) years from the Commencement Date for completion of the Interconnect, however, reasonable timing adjustments due to delays in obtaining financing, permits, and construction are within the contemplation of this Sanitary Transfer Agreement so long as such adjustments do not materially alter the transaction(s) contemplated herein and in accordance with § 17.9 of this Sanitary Transfer Agreement. Once a date is ascertained upon which the construction of the Interconnect will be completed such that the County Sanitary System is able to accept the waste waters of the Village Sanitary System, the parties shall thereupon perform such of their respective duties as outlined in this Sanitary Transfer Agreement to finalize performance hereunder and set the date by which their respective duties shall be completed, the assets transferred, leases granted (if applicable), and franchise awarded (the "Closing Date"). The parties note that § 5.2 of the Village Charter prohibits the adoption of an ordinance granting the franchise as an emergency measure and, accordingly, there may be some additional delay of the Closing Date as may otherwise be calculated under a strict reading of the terms of this agreement.

5.4 The grant of the franchise to the County shall be in accordance with the terms and conditions set forth in this Sanitary Transfer Agreement and shall permit and obligate the County to own and operate the Sanitary System within the Village municipal boundaries under the same rates, charges, fees, terms, and conditions of service as it provides such service to its system-wide customers. The franchise shall permit the County to operate Sanitary System Assets with all public rights-of-way and to expand same as necessary.

6. Transfer of Sanitary System Assets.

6.1 Subject to and upon the terms and conditions set forth in this Sanitary Transfer Agreement, the Village shall transfer, convey, assign, and deliver to the County and the County will accept the waste water facilities of the Village including, but not necessarily limited to, the following, collectively, the "Sanitary System Assets":

- (a) The non-excluded waste water facilities located within the municipal boundaries of the Village, specifically including, but not necessarily limited to, all mains, pipelines, customer service lines (if not owned by the customers), manholes, and all other appurtenances thereto, as identified on Schedule 3 attached hereto, and as same may be amended prior to Closing; and
- (b) All easements and rights-of-way located within the municipal boundaries of the Village be same recorded or not recorded; and

- (c) Customer lists related to all Village customers located within and without the municipal boundaries of the Village; and
- (d) Any documents and/or records of whatsoever kind and nature pertaining and related to operation and maintenance of the Village Sanitary System; and
- (e) Any real estate assets which are identified on Schedule 6 attached hereto; and
- (f) The personalty, fixtures, and other assets of the Village referred to in Schedule 3, attached hereto; and
- (g) The books, records, and computer data in the Village's possession directly and particularly relating to or arising out of the conduct of the Village Sanitary System including, but not limited to, all plans, diagrams, blueprints, as-built plans, specifications, inventories, capital improvement schedules and progress reports, computer files, environmental surveys and legal notices relating to the Village Sanitary System; and
- (h) All deposits and deposit accounts held by the Village which were paid to the Village as fidelity for future customer payments and/or performance and which have not been attached; and
- (i) The Village's accounts receivable and unbilled sanitary service revenue as of the date of transfer for service provided by the Village, less, such specific accounts and/or unbilled sums required to finalize unpaid obligations of the Village as of the Closing Date which obligations are then (i) not yet due and payable, (ii) uncertain in amount, (iii) for which sufficient funds are not available to make payment(s), or (iv) which may be the subject of legal dispute(s).

6.2 "AS IS" Transfer. Except for the representations specifically and expressly set forth in this Sanitary Transfer Agreement, the Village makes no representations or warranties as to the Sanitary System Assets whatsoever, and the County and Village agree that the Sanitary System Assets are being transferred hereunder in "AS IS, WHERE IS" condition, subject to all faults and defects.

6.3 Inspection. For a period of ninety (90) days after the Effective Date (such period being hereinafter referred to as the "Inspection Period"), the County will have the right to satisfy itself that the physical condition of the Sanitary System Assets, and the books and records of the Village, are suitable for the County's acceptance of same. The County shall have the right to make such due diligence investigations of the Sanitary System Assets as it deems necessary, and the Village shall make available to the County all information and documents (including existing surveys and environmental reports) in the Village's possession pertaining to the Sanitary System Assets and shall permit and, to the extent reasonably required and requested by the County, shall cooperate with the County in the County's making of a complete physical investigation of the Sanitary System Assets, including tests, site inspections, environmental examinations, testing for hazardous substances, and access/utility investigation, so long as the Village shall not be

required to expend its funds as related to the County's inspection activities, however, the Village will provide its personnel as needed to assist County personnel in their mapping of the system. All costs of such inspections are to be borne by the County, excepting that it is not obligated to reimburse the Village for any assistance its personnel may provide. The County agrees to restore the Sanitary System Assets to substantially the same condition as at the beginning of the Inspection Period, and the County hereby holds the Village harmless from and against any and all loss, cost and expense (including reasonable attorneys' fees) suffered or incurred by the Village on account of the County's inspection.

If the County, in its reasonable and good faith discretion, determines that the condition of the Sanitary System Assets is not satisfactory to the County, then the County shall so notify the Village no later than five (5) days after conclusively determining that a condition is unacceptable or unsuitable. Upon such notice, the Village shall be afforded an opportunity to review and, in its sole discretion, correct or remove the unsatisfactory condition, or, provide such assurances acceptable to the County that such condition(s) will be cured prior to the Closing.

If not so cured, this Sanitary Transfer Agreement shall become null and void and neither party shall have any further rights against the other hereunder. If no such notice is given, the condition of the Sanitary System Assets shall be deemed acceptable to the County and this condition shall be deemed waived by the County.

6.4 Specifically excluded from the Sanitary System Assets transferred hereunder (the "Excluded Assets") shall be the following: (a) the Village's cash on hand, bank account balances, and bank accounts; (b) Village insurance policies; (c) Village computer equipment and software; (d) all other business assets of the Village not specifically related to the Village Sanitary System; (e) Village vehicles, office leaseholds, office equipment, and supplies, tools, inventory (some of which may, by separate bill of sale, be transferred to the County for such consideration as the parties may agree), construction, service and maintenance equipment; (f) any lines identified as excluded in Schedule 3; and (g) the Village's Waste Water Treatment Plant.

6.5 Liabilities and Encumbrances. The Sanitary System Assets shall be conveyed to the County free and clear of all liabilities, obligations, liens, and encumbrances, excepting only those liabilities and obligations which are expressly to be assumed by the County hereunder and those liens and encumbrances which are expressly permitted by the terms hereof.

6.6 Consideration. In consideration of the sale, transfer, conveyance, assignment, and delivery of Sanitary System Assets existing as of the Closing Date and the grant of a permanent exclusive franchise for the Service Area by the Village to the County and in reliance upon the representations and warranties made herein each to the other, the County shall, in full satisfaction thereof, assume all duties and obligations to provide waste water collection service to the inhabitants, businesses, other customers, and, for the general public safety, within the Service Area.

The County covenants to provide for the collection and treatment of the waste waters of the inhabitants, businesses, other customers, and, for the general public safety, to and within the Service Area under the same rates, charges, fees, terms, and conditions of service as it provides such service to its system-wide customers, to thereafter own, operate, and maintain the Village Sanitary System as an integral part of the County Sanitary System.

Transfer of the Sanitary System Assets shall be by bill of sale and other forms of assignment and transfer as customary or necessary to carry out the transaction(s) contemplated by this Sanitary Transfer Agreement, all to be approved by such future ordinances of the Village as are required to lawfully implement the provisions of this Sanitary Transfer Agreement.

6.7 Works in Progress. The Village shall refrain from any work concerning the Sanitary System Assets such that work in progress will be occurring as of the Closing Date. In the event that emergency circumstances require the Village to have undertaken work in progress related to the Sanitary System Assets and such work is in progress as of the Closing Date, the parties shall via addendum to this Sanitary Transfer Agreement provide for the completion of the work and the monetary recovery by the Village for its expenditures related thereto. Upon completion of such work in progress and the Village's financial obligations related thereto having been satisfied and released, transfer of the subject asset(s) shall be made to the County via additional bill of sale, this Sanitary Transfer Agreement being sufficient consideration for such asset(s).

6.8 Liabilities Undertaking. In addition to the foregoing, the Village and County will execute, if applicable, at the Closing Date a Liabilities Undertaking in the form of Schedule 26, attached hereto, relating to the contractual obligations of the Village identified therein.

6.9 Closing and Preclosing.

6.9.1 Closing. The transactions contemplated by this Sanitary Transfer Agreement shall be consummated at a Closing which shall take place at a time and date to be determined by the parties pursuant to § 5.3 after all conditions to closing set forth in this Sanitary Transfer Agreement shall have been satisfied or waived by the appropriate parties, at the offices of the Lake County Commissioners, or at such place as the parties may agree.

6.9.2 Preclosing. On a date not later than ten (10) business days prior to the Closing Date, the parties shall hold a preclosing related to the transactions contemplated by this Sanitary Transfer Agreement (the "Preclosing") at the offices of the Lake County Commissioners, or at such other place as the parties may agree. At the Preclosing, the parties shall review and agree upon the forms of all documents to be delivered at the Closing and shall execute, if necessary, a Preclosing Agreement in the form which is attached hereto as Schedule 33 to the effect that the specific conditions to Closing referenced therein have been satisfied or waived to the satisfaction of the parties and that the only conditions remaining to be satisfied as of the Closing Date are those specifically referenced therein.

6.10 No Escrow. The parties hereby waive any right or demand of escrow as a condition of Closing.

6.11 Breach. In the event either party believes the other party is in breach of any term of this Sanitary Transfer Agreement, the party claiming breach shall give the other party at least fifteen (15) calendar days prior written notice of the alleged breach before asserting any claim, including termination, based upon such alleged breach. Each

party shall have a reasonable period of time in which to cure, taking into account the nature of the claimed breach.

6.12 Limitation of Remedies. The parties each recognize that timely performance of their respective obligations and duties under this Sanitary Transfer Agreement is essential and both parties pledge their best, good faith efforts to timely close the contemplated transaction. In the event Closing does not occur on or before its scheduled date and one of the parties is ready and able to close but the Closing does not occur solely by reason of the other party's act(s) or omission(s) resulting in it not being able or willing to close by said date (other than failure of a condition precedent set forth herein), then the aggrieved party's remedy is and shall be limited to an action seeking the specific performance of this Sanitary Transfer Agreement. The parties hereby waive any and all right, remedy, cause of action, claim for damages (inclusive of attorney fees and expenses), or any other legal or equitable relief that may arise from this Sanitary Transfer Agreement.

6.13 Village's Obligations at Closing. At the Closing, the Village will deliver to the County:

6.13.1 Bill of Sale. A Bill of Sale duly executed by the Village official(s) with lawful authority to the County in the form of Schedule 14 attached hereto, conveying all of the Sanitary System Assets to the County (other than any Real Estate Assets).

6.13.2 Such other good and sufficient instruments of conveyance, assignment, and transfer, in form and substance satisfactory to the County's counsel, as shall be effective to vest in the County good and marketable title to the Sanitary System Assets.

6.13.3 All contracts, files, and other data and documents directly and particularly pertaining to the Village Sanitary System, except to the extent the Village is required by law retain originals of any such records, in which event true and correct copies thereof shall be delivered to the County at the Closing.

6.13.4 All updated schedules, closing certificates, and other documents required to be delivered to the County under the provisions of this Sanitary Transfer Agreement.

6.14 Further Assurances. At any time and from time to time after the Closing, at the County's request without further consideration, the Village will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation and take such action as the County may reasonably deem necessary or desirable in order to more effectively transfer, convey, and assign to the County, and to confirm the County's title to all of Sanitary System Assets, to put the County in actual possession and operating control thereof and to assist the County in exercising all rights with respect thereto. After the Closing, at reasonable times and on reasonable notice, the Village shall have access to the books and records pertaining to its operations of the Village Sanitary System which have been transferred to the County and the County shall retain such books and records for a period of time no less than eight (8) years after the Closing or otherwise as required by law, whichever date is later. With respect to any original records retained by the Village pursuant to § 6.13.3 of this Sanitary Transfer Agreement, at

reasonable times and on reasonable notice, the Village shall make such original records available to the County for any proper purpose after the Closing.

6.15 Collection of Accounts and Other Items. Except as provided in § 6.1(i), the County shall have the right and authority to bill, rebill, and collect for its own account all Accounts which shall be transferred to the County as provided herein and to endorse with the name of the Village any checks received on account of any such Accounts. The Village will promptly transfer and deliver to the County any cash or other property which the Village may receive after the Closing in respect of any such Accounts or other items relative to the Village Sanitary System prior to Closing, it being understood that the County shall be the owner of such Accounts (and all rights of collection and proceed thereof) and that the Village shall have no further interest therein. The County shall be entitled to use any legal means available to collect and enforce payment of all Accounts for its own account following the Closing as owner thereof.

6.16 Arrears Certified to the Tax Duplicate. Except as provided in § 6.1(i), the Village shall assign to the County the right and authority to collect for its own account all Accounts which have been certified by the Village to the Tax Duplicate as a lien for collection. The Village will promptly transfer and deliver to the County any cash which the Village may receive after the Closing in respect of any such liens relative to the Village Sanitary System, it being understood that the County shall be the owner of such liens (and all rights of collection and proceeds thereof) and that the Village shall have no further interest therein. The County shall be entitled to use any legal means available to collect and enforce payment of all such liens for its own account following the Closing as owner thereof.

6.17 Representations and Warranties by the Village. The Village represents and warrants to the County, which representations and warranties shall be true and correct as of the date hereof and again as of the Closing Date, as follows:

6.17.1 Organization, Standing, and Qualification. The Village is a charter Ohio municipal corporation, duly organized and validly existing under the Constitution and laws of the state of Ohio; it has all requisite power and authority and is entitled to carry on its business as now being conducted, and to own or operate its properties in connection with the Sanitary System as and in the places where such business is now conducted and such properties are now owned or operated.

6.17.2 Execution, Delivery and Performance of Agreement. The Village has the full power and authority to enter into this Sanitary Transfer Agreement and to carry out the transactions contemplated hereby. This Sanitary Transfer Agreement is duly executed and delivered by the Village. All legislative enactments required to be taken by the Village to authorize the execution, delivery, and performance of this Sanitary Transfer Agreement and the agreements relating hereto have been properly taken, or, if they are not yet ripe for legislative authorization (specifically, the grant of the franchise), will be taken prior to Closing, and this Sanitary Transfer Agreement and each other agreement contemplated to be executed and delivered by the Village hereby constitutes a valid and binding obligation of the Village enforceable against it in accordance with its terms. The Village shall provide the County with a certified copy of said legislation prior to the execution hereof or Closing, as applicable.

6.17.3 Absence of Undisclosed Liabilities. Except as and to the extent reflected or expressly disclosed (whether absolute, accrued, contingent, or otherwise) in the Schedules attached hereto, as of the Closing Date, the Village shall have no debts, liabilities, or obligations in any way affecting the Village Sanitary System of any nature whatsoever, which relate to or could become a lien upon the Sanitary System Assets.

6.17.4 Taxes. All taxes which, after the Closing, could become a lien upon the Sanitary System Assets or result in any liability to the County including, without limitation, income, property (except real property taxes, which shall be prorated, if such exist), sales, use, franchise, added value, employees' income withholding and social security taxes, imposed by the United States or by any foreign country or by any state, municipality, subdivision, or instrumentality of the United States or of any foreign country, or by any other taxing authority, which are or will be due and payable by the Village, and all interest and penalties thereon, whether disputed or not, have been or will be paid in full, all tax returns, if any, required to be filed in connection therewith have been or will be accurately prepared and duly and timely filed.

6.17.5 Absence of Changes or Events. Except as set forth on Schedules 12 and 19 which are attached hereto, the Village has operated the Village Sanitary System only in the ordinary course and has not:

6.17.5.1 Incurred any obligation or liability related to the Village Sanitary System absolute, accrued, contingent, or otherwise, whether due or to become due, except current liabilities for trade or business obligations incurred in connection with the purchase of goods and services in the ordinary course of business and consistent with its prior practice, none of which liabilities materially and adversely affects the Sanitary System Assets;

6.17.5.2 Discharged or satisfied any lien, charge, or encumbrance related to the Sanitary System Assets, other than those then required to be discharged or satisfied, or paid any obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due, other than current liabilities incurred since the Execution Date in the ordinary course of business;

6.17.5.3 Mortgaged, pledged, or subjected to lien, charge, security interest or any other encumbrance or restriction any of the Sanitary System Assets, tangible or intangible;

6.17.5.4 Sold, transferred, leased to others, or otherwise disposed of any of Sanitary System Assets, except for inventory sold in the ordinary course of business or cancelled or compromised any debt or claim, or waived or released any right of substantial value;

6.17.5.5 Received any notice of termination of any contract or other agreement or suffered any damage, destruction, or loss (whether or not covered by insurance) related to the Sanitary System Assets which, in any case or in the aggregate, has had a materially adverse effect on the Sanitary System Assets;

6.17.5.6 Entered into any transaction, contract, or commitment affecting the Sanitary System Assets other than in the ordinary course of

business or paid or agreed to pay any brokerage or finder's fee, taxes, or other expenses in connection with this Sanitary Transfer Agreement or the transactions contemplated hereby;

6.17.6 Litigation. Except as set forth in Schedule 17 which is attached hereto, there is no claim, legal action, suit, arbitration, governmental investigation, or other legal or administrative proceeding, nor any order, decree, or judgment in progress, pending with or without the giving of notice or the passage of time, or both or in effect, or to the knowledge of the Village threatened against or relating to the Sanitary System or the transactions contemplated by this Sanitary Transfer Agreement and the Village does not know and has no reason to be aware of any basis for the same.

6.17.7 Regulatory Matters: Compliance with Laws and Other Instruments. Except as set forth on Schedule 18 attached hereto, to the best of the Village's knowledge and belief, after due investigation, the transfer of the Sanitary System Assets to the County pursuant hereto does not conflict with or violate, with or without the giving of notice or the passage of time, or both, the rights of any other person, firm, or entity, or, violate, conflict with, or result in a default, right to accelerate, or loss of rights under any terms or provisions of its Charter or ordinances as presently in effect, or any lien, encumbrance, mortgage, deed of trust, lease, license, agreement, understanding, law, ordinance, rule, regulation, order, judgment, or decree to which the Village is a party or by which it may be bound or affected.

6.17.8 Title to Properties: Encumbrances. The Village has (or shall cause the County to have as of the Closing Date) good, marketable, and insurable title to all the properties and assets it owns in connection with the Sanitary System Assets or purports to own. All personal property of the Village included in Sanitary System Assets, including inventory and supplies, is listed in Schedule 3 attached hereto.

6.17.9 No Sanitary System Assets are subject to any mortgage, pledge, lien, charge, security interest, encumbrance, restriction, lease, license, easement, liability, or adverse claim of any nature whatsoever, direct or indirect, whether accrued, absolute, contingent, or otherwise, except (i) as disclosed on Schedule 19 attached hereto or (ii) those imperfections of title and encumbrances, if any, which (a) are not substantial in character, amount, or extent and do not materially detract from the value of the properties subject thereto; (b) do not interfere with either the present and continued use of such property or the conduct of the normal operations of the Sanitary System; and (c) have arisen only in the ordinary course of business.

6.18 Schedules. Attached hereto are separate schedules containing an accurate and complete list and description of:

6.18.1 A description of all Sanitary System Assets acquired or constructed by the Village since the Effective Date (Schedule 12);

6.18.2 A listing of all outstanding and executory Customer Installment Plans, if any, as of the date of Closing (Schedule 13); and

6.18.3 A listing of all accounts receivable as of the date of Closing (Schedule 11).

6.19 No Guaranties. None of the obligations or liabilities of the Village relating to the Sanitary System Assets is guaranteed by any other person, firm, or corporation.

6.20 Records. The books of account relative to the Sanitary System are complete and correct in all material respects and there have been no transactions involving the Sanitary System which properly should have been set forth therein and which have not been accurately so set forth.

6.21 Environmental Matters.

6.21.1 For purposes of this Agreement: (i) "Hazardous Substance" means any one or more of (a) any substance defined as a hazardous substance under § 101(14) of CERCLA; (b) any other substance deemed hazardous by the United States Environmental Protection Agency pursuant to § 102(a) of CERCLA; (c) petroleum (including crude oil or any fraction thereof); (d) any substance deemed hazardous pursuant to § 1004(5) of RCRA; (e) any substance regulated under the Toxic Substance Control Act, as amended; or (f) any other hazardous or toxic substance, materials, compound, mixture, solution, element, pollutant or waste regulated under any federal, state or local statute, ordinance or regulation; (ii) "Release" shall have the meaning given to such term in § 101 (22) of CERCLA; (iii) "Underground Storage Tanks" shall be as defined in Ohio Administrative Code § 1301 7-9-02(B)(52) and shall further include all other underground storage tanks not included in the foregoing definition because of size, content, or purpose thereof; and (iv) "Environmental Condition" shall mean conditions of the environment, including natural resources (including flora and fauna), soil, surface water, groundwater, any present or potential drinking water supply, subsurface strata, or the ambient air, relating to or arising out of the use, handling, storage, treatment, recycling, generation, transportation, spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, disposal, dumping, release, or threatened release of Hazardous Substances upon or near the Real Property by the Village or the Village's agents, lessees, representatives, employees, independent contractors, or (to the best of the Village's knowledge) predecessors in interest.

6.21.2 Attached to Schedule 20 are copies of all correspondence between the Village and either the United States Environmental Protection Agency or the Ohio Environmental Protection Agency relating to the Sanitary System since March 31, 2015. To the best knowledge of the Village, the Sanitary System Assets being transferred to the County are not the subject of any received notification from any federal, state, or local government, agency, or regulatory body of a violation under any federal, state, or local law regulating the release, disposal, or discharge of any toxic, explosive, or other hazardous substance except as set forth in Schedule 20.

6.22 Mechanics and Other Liens. No labor, service, or material has been made or furnished to the Village by any person or entity including, without limitation, contractors, subcontractors, mechanics, or materialmen which, to the knowledge and belief of the Village, could rise to any lien upon the Sanitary System Assets as provided under the laws of the State of Ohio, other than as set forth in Schedule 19.

6.23 Permits and Licenses. Schedule 21 attached hereto sets forth all licenses and permits issued by applicable governmental authorities presently held by the Village

with respect to the Sanitary System. The Village and County shall cooperate to the fullest extent possible to obtain any required amended licenses and/or permits from any governmental agencies with jurisdiction to carry into effect this Sanitary Transfer Agreement.

6.24 Data Processing Matters.

6.24.1 Except as set forth in Schedule 22 attached hereto, the Village does not have any of its respective records, systems, controls, data, or information relating to the Sanitary System recoded, stored, maintained, operated, or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical, or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and control of the Village.

6.24.2 The Village owns, leases, or licenses certain computer equipment, associated peripheral devices, and related operating and application systems and other software utilized in connection with the Sanitary System, including customer billing (the "Data Processing Systems"). No Data Processing Systems assets will be transferred to the County as part of the Sanitary System Assets. Data comprising the Village's customer and billing information for customers served by the Village Sanitary System will be made available to the County on or before Closing, and the County may utilize and adapt such data. The County shall pay any licensor charges or fees necessary to transfer such data.

6.25 Finder's Fees. Neither the Village nor any person acting on behalf of the Village is a party to any contract, arrangement, or understanding pursuant to which any third person or entity is entitled to any brokerage commission, finder's fee, or similar compensation from any party in connection with the execution and delivery of this Sanitary Transfer Agreement or the consummation of the transactions herein contemplated.

7. Representations and Warranties by the County. The County represents and warrants to the Village, which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date, as follows:

7.1 Organization. That it is a county in the State of Ohio, duly organized and validly existing under the laws of the State of Ohio and has full power and authority to enter into this Sanitary Transfer Agreement and the related agreements referred to herein and to carry out the transactions contemplated by this Sanitary Transfer Agreement.

7.2 Authorization and Approval of Agreement. All legislative and governmental action required to be taken by the County relating to the execution and delivery of this Sanitary Transfer Agreement and the consummation of the transactions contemplated hereby shall have been taken at or prior to the Execution Date. Such action includes a resolution authorizing the County's authorized officials to enter into and perform the obligations contemplated by this Sanitary Transfer Agreement. The County shall provide the Village with a certified copy of said legislation prior to the execution hereof.

7.3 Execution, Delivery, and Performance of Agreement. Neither the execution, delivery, nor performance of this Sanitary Transfer Agreement by the County

will, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, right to accelerate or loss of rights under or result in the creation of any lien, charge, or encumbrance pursuant to any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, ordinance, rule, or regulation or any order, judgment, or decree to which the County is a party or by which it may be bound. The County has full power and authority to enter into this agreement and to carry out the transactions contemplated hereby and as of the Closing Date, all governmental proceedings required to be taken by the County to authorize the execution, delivery, and performance of this Sanitary Transfer Agreement and the agreements relating hereto shall have been properly taken and this Sanitary Transfer Agreement shall constitute a valid and binding obligation of the County enforceable against it in accordance with its terms.

7.4 Litigation. There is no legal action, suit, arbitration, governmental investigation, or other legal or administrative proceeding nor any order, decree, or judgment in progress, pending, or in effect, or to the knowledge of the County, threatened, against or relating to the County in connection with or relating to the transactions contemplated by this Sanitary Transfer Agreement and the County does not know or have any reason to be aware of any basis for the same.

7.5 Finder's Fees. Neither the County nor any person acting on behalf of the County is a party to any contract, arrangement, or understanding pursuant to which any third person or entity is entitled to any brokerage commission, finder's fee, or similar compensation from any party in connection with the execution and delivery of this Sanitary Transfer Agreement or the consummation of the transactions herein contemplated.

7.6 Use of Documents and Data. The County shall use information obtained from the Village as contemplated by this Sanitary Transfer Agreement including, but not limited to, customer names and billing records, system diagrams, maps, drawings, specifications, construction records, and maintenance records only for purposes of acquiring ownership and assuming operation of the Village Sanitary System; such information will not be released or otherwise revealed by the County to any persons or entities other than as necessary to carry out the transaction and water service operations contemplated hereunder and where disclosure is required under applicable public record disclosure laws.

8. Other Obligations of the Parties.

8.1 Conduct of Business. Prior to the Closing, the Village shall conduct its business and affairs related to the Sanitary System only in the ordinary course and consistent with its prior practice and shall maintain, keep, and preserve the Sanitary System Assets under its control in good condition and repair, and maintain insurance thereon in accordance with present practices.

At or prior to the Closing, the Village shall cause all contracts which relate to the Sanitary System to which the Village is a party and which are to be assigned to the County hereunder, which by their terms will require future payments by the Village (or by the County following the assignment thereof) to a third party to be paid in full through the Closing Date or prorated through the Closing Date. If the Village elects to have such payment amounts thereunder prorated, the Village shall notify the County in writing at or

prior to the Closing the amounts which shall be owed thereunder through the Closing Date.

8.2 Changes in Information. The Village shall give the County prompt written notice of any change in any of the information contained in the representations and warranties made in this Sanitary Transfer Agreement or the Schedules referred to herein which occurs prior to the Closing.

9. Best Efforts Covenant. The County and Village shall use their respective best efforts to cause all conditions to Closing set forth in this Sanitary Transfer Agreement to be satisfied at or prior to Closing.

10. Casualty. It is the parties' intention that the transfer of the Sanitary System Assets and award of the franchise shall occur notwithstanding damage or destruction to any or all of the Sanitary System Assets. In the event of such damage or destruction, the Village shall, on the Closing Date, pay to the County all insurance proceeds then received by the Village under the Village's insurance policies and all compensation then received by the Village, unless the Village has applied said funds for repair or replacement of the Sanitary System Assets damaged or destroyed. In addition, the Village shall transfer and assign to the County, in form satisfactory to the County, all rights and claims of the Village with respect to payment for damages and compensation on account of such damage or destruction.

11. Access to Sanitary System Facilities, Information, and Documents. Upon reasonable notice and during regular business hours, the Village will give the County and the County's attorneys, accountants, and other representatives full access to the Village's properties, documents, contracts, books, and records and will furnish the County with copies of such documents (certified by the Village's officers, if so requested) and with such information with respect to the Sanitary System as the County may, from time to time, request and the County will not improperly disclose the same prior to the Closing. Upon reasonable notice and during regular business hours, the County may conduct or cause to be conducted inspections of the Sanitary System Assets as to environmental, engineering, structural, mechanical, and similar matters at the County's sole expense. In the event of any trenching or other invasive testing or inspection, the County shall leave the property or facility in its original condition, to the extent practicable.

12. Conditions Precedent to the County's Obligations. All obligations of the County hereunder are subject, at the option of the County, to the fulfillment of each of the following conditions at or prior to the Closing, and the Village shall use best efforts to cause each such condition to be so fulfilled:

12.1 Representations and Warranties. All representations and warranties of the Village contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and shall be deemed to have been made again at and as of the Closing Date, and shall then be true and correct in all material respects except for changes in the ordinary course of business after the date hereof in conformity with the covenants and agreements contained herein. Updated disclosure schedules which are true and correct shall be delivered by the Village to the County as of the Closing Date.

12.2 Covenants. All covenants, agreements and obligations required by the terms of this Sanitary Transfer Agreement to be performed by the Village at or before the Closing shall have been duly and properly performed in all material respects.

12.3 No Material Adverse Change. Since the Effective Date there shall not have occurred any material adverse change in the condition of the Sanitary System Assets.

12.4 Closing Certificate. There shall be delivered to the County, upon its request, such certificates duly executed by the Village official(s) with authority, dated the Closing Date, certifying that such conditions set forth in this Sanitary Transfer Agreement have been fulfilled.

12.5 Schedules and Other Documents. All documents, schedules, reports, and consents required to be delivered to the County at or prior to the Closing shall have been so delivered, including the schedules referred to in this Sanitary Transfer Agreement which shall have been updated as of the Closing Date.

12.6 Opinion of Counsel. The County shall have received an opinion of the Village's Director of Law, dated the Closing Date, substantially in accordance with Schedule 24 attached hereto.

12.7 Written Consents. The County shall have obtained written consents to the transfer or assignment to the County of all material contracts of the Village related to the Sanitary System Assets as the County may deem necessary or appropriate, where the consent of any other party to any such contract may, in the opinion of the County's counsel, be required for such assignment or transfer.

12.8 Financing. Entering into this Sanitary Transfer Agreement and the consummation of the transaction(s) contemplated hereby is not conditioned on either party obtaining financing except as specifically set forth within this Sanitary Transfer Agreement.

12.9 Evidence of Liens. The Village shall have delivered to the County copies of Forms UCC-1's, certified by the County Recorder, Lake County, Ohio, and the Secretary of State of Ohio, identifying all financing statements showing the Village as "debtor" thereon and describing any lien or security interest with respect to the Sanitary System Assets which are on file with such offices as of the business day immediately prior to the Closing Date, as well as evidence satisfactory to the County that such liens and/or security interest shown thereon shall be released as to the Sanitary System Assets by the secured party upon Closing (with the costs of obtaining such releases to be borne by the Village).

13. Conditions Precedent to the Village's Obligations. All obligations of the Village at the Closing are subject, at the option of the Village, to the fulfillment of each of the following conditions at or prior to the Closing, and the County shall exert its best efforts to cause each such condition to be so fulfilled:

13.1 Representations and Warranties. All representations and warranties of the County contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing.

13.2 Covenants. All obligations required by the terms of this Sanitary Transfer Agreement to be performed by the County at or before the Closing shall have been duly and properly performed in all material respects.

13.3 Closing Certificate. There shall be delivered to the Village a certificate executed by the Lake County Commissioners and the Prosecutor of Lake County, dated the Closing Date, certifying that such conditions set forth in this Sanitary Transfer Agreement have been fulfilled

13.4 Opinion of Counsel. The Village shall have received the opinion of the Lake County Prosecutor, dated the Closing Date, substantially in accordance with Schedule 25 attached hereto.

14. Nature and Survival of Representations and Warranties. All statements, representations, warranties, covenants, and agreements made by each party hereto shall survive the Closing.

15. Rule Against Perpetuities. If any of the options, privileges, covenants, or rights created by this Sanitary Transfer Agreement shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Donald J. Trump, President of the United States of America, and Michael R. Pence, Vice President of the United States of America.

16. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Sanitary Transfer Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class mail, return receipt requested, addressed:

(i) if to the Village, to Mayor Sam Britton, Jr., or to the then serving Mayor of the Village of Madison, at 126 West Main Street, Madison, Ohio 44057, with a copy to Joseph P. Szeman or to the then serving Law Director of the Village of Madison, 10 West Erie Street, Suite 106, Painesville, Ohio 44077; and

(ii) if to the County, to _____, or the then serving _____, at 105 E. Main St., Painesville, Ohio, 44077, with a copy to Charles E. Coulson or to the then serving Lake County Prosecutor, 105 E. Main St., Painesville, Ohio 44077.

If any party desires to change the address at which it is to receive notice, such party may change the address at which it is to receive notice under this Sanitary Transfer Agreement by written notice to each other party set forth herein given as aforesaid.

17. Miscellaneous.

17.1 Entire Agreement. This Sanitary Transfer Agreement (including the exhibits, the Schedules, and other documents delivered pursuant hereto, which are a part hereof), and, the Water Transfer Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior understandings, written or oral, among the parties. This Sanitary Transfer Agreement may not be modified, amended, or terminated except by a written agreement specifically referring to this Sanitary Transfer Agreement signed by all of the parties hereto.

17.2 Waivers. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

17.3 Successors and Assigns. This Sanitary Transfer Agreement shall be binding upon and inure to the benefit of each party hereto, its successors, and assigns. Rights under this Sanitary Transfer Agreement shall not be assignable by the Village or the County without the consent of the other, including, the assignment, sale, or transfer of the franchise awarded to the County. Nothing in this Sanitary Transfer Agreement, express or implied, is intended to confer on any person, other than the parties and their successors, any rights or remedies under or by reason of this Sanitary Transfer Agreement.

17.4 Headings. The paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said paragraphs.

17.5 Further Actions. Each party hereto shall cooperate, shall take such further action, and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Sanitary Transfer Agreement.

17.6 Transfer Taxes. Notwithstanding any other provision hereof to the contrary, the County will pay any sales, transfer, and documentary taxes payable in connection with the sale, conveyance, assignments, and transfers to be made to the County hereunder. Values applied to real property for transfer tax purposes shall not exceed the actual valuation applicable thereto on the most recent tax duplicate.

17.7 Counterparts. This Sanitary Transfer Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.


17.8 Governing Law. This Sanitary Transfer Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Ohio.

17.9 Sunset Date. In accordance with § 5.3, in the event that, despite the parties' good faith efforts, the Closing does occur with five (5) years of the Effective Date (for example, but not by way of limitation, due to inability to obtain necessary financing), then, this Sanitary Transfer Agreement (as well as, by virtue of failure of consideration,

the Water Transfer Agreement) shall lapse, unless extended by mutual written agreement of the parties, and the Village and County each forever released from their respective rights and obligations pursuant same.

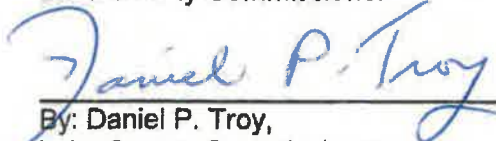
IN WITNESS WHEREOF, the parties hereto have executed this Sanitary Transfer Agreement as of the date and year first above written.

VILLAGE OF MADISON:


By: Sam Britton, Jr, its Mayor
as authorized by Ordinance No.
33-2017, eff. 01/03/2018

BOARD OF LAKE COUNTY
COMMISSIONERS:


By: John R. Hamercheck, Board President
Lake County Commissioner



By: Daniel P. Troy,
Lake County Commissioner


By: Jerry C. Cirino,
Lake County Commissioner

as authorized by Resolution No.
201802071104, eff. 2/7/2018

REVIEWED AND APPROVED
AS TO FORM:


Joseph P. Szeman,
Law Director of the Village of Madison


Charles E. Coulson,
Lake County Prosecutor
By: Jason Shachner,
Assistant Lake County Prosecutor