

**URBANA CITY COUNCIL  
REGULAR SESSION MEETING**

**September 6, 2022**

**(To be held in the Training Room on the 3<sup>rd</sup> Floor of the Municipal Building)**

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**Urbana City Council meetings will now be streamed via Facebook Live. These live streams can be found by visiting the City Council of Urbana, Ohio Facebook page via clicking on the link on the City Council's website: <https://www.urbanaohio.com/city-council.html>**

**All comments must continue to be made in person. Due to this, the ability to comment on City Council Facebook streams will be disabled.**

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- **Call to Order**
- **Roll Call**
- **Pledge of Allegiance**
- **Approval of Minutes:** Urbana City Council Regular Session Meeting Minutes of August 16, 2022 and Special Meeting Minutes of August 25, 2022.
- **Communications: None**
- **Board of Control:**
  1. The Board of Control recommends Council authorize a purchase order to Columbia Gas of Ohio in the amount of \$19,175.98 for the extension of a natural gas service line to the newest ten (10) unit t-hangar at the Grimes Field Airport. This expense will be charged to Airport Fund - Other Capital Improvement and is not in the 2022 budget, but the City is being reimbursed by the Urbana Hangars, LLC – Hangar Group ‘C’ owners group. (See attached). **VOTE: 3-0**
  2. The Board of Control recommends Council authorize a blanket purchase order to Purvis Brothers for \$130,000.00 for fuel to be sold at Grimes Field Airport. Earlier this year, Council approved a purchase order in the amount of \$175,000.00, which due to increased cost has been depleted. This expense will be charged to the Airport Fund and is not in the 2022 budget. **VOTE: 3-0**

\*\*\*Footnote – Purchase Orders \$2,501 - \$50,000 for July 2022 (see attached)\*\*\*

**Citizen Comments:** (In Person Only; Must Sign-in)

**Ordinances and Resolutions**

**Old Business:**

**Third Reading:** None

**Second Reading:** None

**New Business:**

**First Reading:** None

- **Department Liaison Reports:**
  - **Miscellaneous Business:**
    1. Council
    2. Administration
    3. Council Clerk
  - **Next Meeting:** Tuesday, September 20, 2022
  - **Adjourn**
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**URBANA CITY COUNCIL  
REGULAR SESSION MEETING  
TUESDAY, AUGUST 16, 2022**

President Pro Tempore Thackery called the City of Urbana Regular Session Meeting to order at 6:00 pm. (President Hess absent)

**City Staff attending:** Mayor Bill Bean, Director of Administration Kerry Brugger, Director of Law Mark Feinstein, Director of Finance Chris Boettcher, Community Development Manager Doug Crabill, City Engineer Tyler Bumbalough, and Fire Chief Dean Ortlieb

**President Pro Temp Called Roll:** Ms. Jumper, absent; Mr. Scott, present; Mr. Paul, present; Ms. Truelove, present; Mr. Thackery, present; Mrs. Collier, present; and Mrs. Bean, present.

**Minutes**

Mr. Paul moved to put the minutes of July 19, 2022 on the floor for discussion and possible approval. Mr. Scott seconded.

No corrections/comments.

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

Motion passed 6-0

**Communications**

1. Clark Schaefer Hackett – Audit Management Letter
2. City of Urbana – Regular Audit for year ending December 31, 2021.

Mrs. Bean moved to put the communications on the floor for further discussion and possible passage. Mrs. Collier seconded.

Mr. Paul indicated that he would save his questions for miscellaneous business.

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

Motion passed 6-0.

**Administrative Reports – Board of Control:**

Board of Control Item #1 was struck from the agenda as a duplicate item.

2. The Board of Control recommends Council authorize a purchase order to the Ohio Department of Transportation in the amount of \$17,734.00 for the city's share of improvements of U.S. 68 to be completed by ODOT through the Urbana Resurfacing

Program. This amount is the city's share of the additional amount due because the bids received by ODOT exceeded their original estimate. This expense will be charged to the Capital Improvement Fund and is not in the 2022 budget (see attached). **VOTE: 2-0**

Mr. Paul moved to put this request on the floor for further discussion and possible passage. Ms. Truelove seconded.

Mr. Bumbalough indicated the bids came back high: 16% over the ODOT estimate. The city has already paid its 20% of the original estimate. This amount represents the city's share of the overage. The resurfacing excludes the square.

No comments/questions from Council.

Voice vote on approval; all ayes, nays none.

3. The Board of Control recommends Council authorize a purchase order to LJB, Inc. in the amount of \$53,491.00 for the design of the Urbana Bike Trail Safety Improvement Project, which will improve the bike trail crossings on North Main Street and Miami Street. The city will be reimbursed up to \$44,900.00 through a Federal Highway Administration Grant administered by ODOT and the remaining balance, \$8,591.00, will be charged to the General Fund – Miscellaneous Non-Departmental and is not in the 2022 budget (see attached). **VOTE: 2-0**

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

Mr. Bumbalough indicated City obtained a grant for design money. This was the first time this grant was available. The city wishes to put it towards the design costs for this project. The City also applied for a safety grant through ODOT and was awarded \$542,000. The construction costs are also covered, minus a 10% match.

Mr. Paul asked if the City knew the construction costs previously. Mr. Bumbalough answered that the costs also included engineering costs. The project is potentially installing an island and stormwater drains.

Mr. Scott asked if the costs were more for eliminating the island. Mr. Bumbalough responded that the costs could potentially be reduced by reducing the right of way. The City is paying extra for the studying to theoretically lower the costs later during construction.

Mr. Thackery asked if the bids were being adjusted for inflation. Mr. Bumbalough stated the City was seeing this issue a lot recently. The City just got ahead of increased construction costs with the curb and gutter project, but these inflated costs are an epidemic throughout the State.

Voice vote on approval; all ayes, nays none.

In regards to the June purchase orders, Mr. Paul inquired as to the status of the fire ladder. Chief Ortlieb indicated it had not been in service for about a year. It is closing in on 25 years old and had hydraulic leak issues.

Mr. Paul also inquired as to the sidewalk listed. Mr. Bumbalough stated the City sent a letter to the owners. It required approximately one hundred feet of replacement, or roughly half a block. They will have the option to pay through their property taxes.

Mr. Thackery inquired as to what was a green channel post. Ms. Boettcher indicated it was a standard street sign post.

**Citizen Comments:**

Fred Seeberg, 316 Scioto Street, spoke regarding the proposed one-way street for Lynn Street. He stated his property would be affected and didn't see the point.

**ORDINANCES AND RESOLUTIONS**

**Third Reading:** None

**Ordinance 4575-22:** An Ordinance accepting the annexation of territory consisting of approximately 1.104 Acres, more or less, to the City of Urbana, Ohio.

Mr. Scott moved to place this ordinance on the floor for discussion and possible passage. Ms. Jumper seconded.

Mr. Crabill indicated this is finalizing the annexation for the Kendrick property on Dellinger Road. The ordinance has gone through the complete path. The final steps after this passage would be to sit for thirty days before it is properly recorded.

President Hess asked about the actual property address. Mr. Crabill answered 250 Dellinger Road.

President Hess called for a roll call on passage: Ms. Truelove, aye; Mrs. Collier, aye; Mrs. Bean, aye; Ms. Jumper, aye; and Mr. Scott, aye.

Ordinance passes 5-0.

**Second Reading:** None

**First Reading:**

**Resolution 2430-22:** A Resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

Mr. Paul moved to place this ordinance on the floor for discussion and possible passage. Mr. Scott seconded.

Ms. Boettcher indicated this was the annual legislation from the Auditor that shows what real estate taxes will generate for the City. The 2023 expectation would generate \$722,800, a modest increase from \$716,900 in 2022.

No questions/comments by Council.

President Pro Tempore Thackery called for a roll call on passage: Mr. Scott, aye; Mr. Paul, aye; Ms. Truelove, aye; Mr. Thackery, aye; Mrs. Collier, aye; Mrs. Bean, aye; and Ms. Jumper, aye.

Ordinance passes 7-0.

**Resolution 2635-22:** A Resolution accepting the Opioid Settlement funds, authorizing the Director of Finance to create the OneOhio Fund, and Declaring an Emergency.

Mrs. Bean moved to place this ordinance on the floor for discussion and possible passage. Mr. Paul seconded.

Ms. Boettcher stated the City received the 2022 allotment for the settlement. The City will receive this same amount for the next 17 years. The City needs to pass legislation accepting distribution and creating a fund so it doesn't intermingle.

Mr. Feinstein added that the payout will be over 18 years due to an agreement by the Governor, with no exact explanation why. A special fund must be created under Ohio law.

Mr. Paul asked what the strings attached were for how to spend the money.

Ms. Boettcher indicated that it must only be spent on addressing the opioid issue in Urbana, such as Narcan purchase or EMS services.

Mr. Paul stated that he believed Narcan was previously \$200 a dose. Chief Ortlieb informed Council that currently the price is way down.

Mrs. Bean asked if it had to be spent each year or if it was allowed to accumulate. Ms. Boettcher answered that it could accumulate for larger projects.

President Pro Tempore Thackery called for a roll call on passage: Mr. Paul, aye; Ms. Truelove, aye; Mr. Thackery, aye; Mrs. Collier, aye; Mrs. Bean, aye; Ms. Jumper, aye; and Mr. Scott, aye.

Ordinance passes 7-0.

### **Department Liaison Reports:**

Mr. Paul indicated he has had very ground level talks with administration about lateral transfers within civil service. He added it will take a long time to hammer out details.

Ms. Truelove recently met with Mr. Feinstein and Zoning Officer Preston Carter. They are trying to do something regarding condemned houses. She would potentially like a work session for September. Council agreed to a September 27<sup>th</sup> work session, with the topics being finalized at the September 6<sup>th</sup> regular meeting.

**Miscellaneous Business**

Mrs. Bean indicated she thought the Second Quarter Staff highlights from the last meeting were an excellent tool.

Mr. Scott asked for updates regarding the Eastview resurfacing. Mr. Bumbalough stated Dellinger road finished milling today and paving would begin as early as Thursday. Mr. Scott also thanked the City for cleaning 75 Wooddale Drive.

Chief Ortlieb stated the City finished the interview process and gave his recommendations to the Director. There is currently one opening, with the potential for more in the near future.

Mr. Bumbalough stated that billing has gone out for the Main Street curb projects.

Mr. Crabill informed Council that the water main on Dellinger Road is substantially complete. He also stated that the special meeting for next Thursday would be in regards to a proposed CRA agreement for the ORBIS expansion project that needs to be approved by the school districts first. The overall project would be in excess of \$46 million with the potential to create 46 new positions. The other topic would be a resolution in support of a Phoenix Ag loan application.

Mr. Paul asked about the terms of the CRA. Mr. Crabill stated it would be for 10 years at 75% for only the new expansion.

Mr. Paul made a motion to hold a special meeting on Thursday, September 25<sup>th</sup>. Mrs. Collier seconded.

Voice vote on approval: all ayes, nays none.

Mr. Brugger appreciated the additional funding for South Main Street. It's nice to wrap up this project in the summer. He also stated that the tennis courts at the park have been repaired and they are in the process of being painted.

Mayor Bean informed Council that the Chili Cookoff is scheduled for September 24<sup>th</sup> with a grand prize of \$1,000. He also informed Council that the City lost a prominent citizen with the recent passing of Janey Ebert.

Mrs. Bean moved to adjourn. Mr. Scott seconded. Voice vote on approval: all ayes, nays none. Motion passes 7-0.

**ADJOURNED AT 6:44 p.m.**

**NEXT SCHEDULED MEETING**  
August 25, 2022, at 6:00 p.m.

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Council Clerk

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Council President

**Kerry Brugger**

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**From:** franciswayneltd@aol.com  
**Sent:** Wednesday, August 24, 2022 4:51 PM  
**To:** Kerry Brugger; Elton Cultice; Siheukwu@nisource.com  
**Cc:** 'Kyle Michael'; 'Rob Pumphrey'; 'John Faulkner'  
**Subject:** RE: Next steps to become a Columbia Gas Customer

Thank you for the update Kerry. We will make sure we have the money into the City well beforehand. Scott  
Scott D. Miller, President  
Francis Wayne, Ltd. Construction Services  
2117 West First Street  
Springfield, Ohio 45504  
Tel: 937-325-6007 Cell: 937-313-0909  
Email: FrancisWayneLtd@aol.com

**From:** Kerry Brugger <Kerry.Brugger@ci.urbana.oh.us>  
**Sent:** Wednesday, August 24, 2022 1:07 PM  
**To:** franciswayneltd@aol.com; Elton Cultice <Elton.Cultice@ci.urbana.oh.us>; Siheukwu@nisource.com  
**Cc:** 'Kyle Michael' <kyle@crankitupdiesel.com>; 'Rob Pumphrey' <rts3406@gmail.com>; 'John Faulkner' <jfaulk99@aol.com>  
**Subject:** RE: Next steps to become a Columbia Gas Customer

Scott,

Thank you for the follow-up. As discussed, even though it's a "pass-thru" transaction, we need City Council approval. I will prepare the packet for their Sept. 6<sup>th</sup> meeting, and upon their approval, we can release a check on September 7<sup>th</sup>. Thanks again.

Kerry Brugger | 937.652.4302 | [www.urbanaohio.com](http://www.urbanaohio.com)

**From:** [franciswayneltd@aol.com](mailto:franciswayneltd@aol.com) <[franciswayneltd@aol.com](mailto:franciswayneltd@aol.com)>  
**Sent:** Wednesday, August 24, 2022 11:11 AM  
**To:** Kerry Brugger <[Kerry.Brugger@ci.urbana.oh.us](mailto:Kerry.Brugger@ci.urbana.oh.us)>; Elton Cultice <[Elton.Cultice@ci.urbana.oh.us](mailto:Elton.Cultice@ci.urbana.oh.us)>; [Siheukwu@nisource.com](mailto:Siheukwu@nisource.com)  
**Cc:** 'Kyle Michael' <[kyle@crankitupdiesel.com](mailto:kyle@crankitupdiesel.com)>; 'Rob Pumphrey' <[rts3406@gmail.com](mailto:rts3406@gmail.com)>; 'John Faulkner' <[jfaulk99@aol.com](mailto:jfaulk99@aol.com)>; [FrancisWayneLtd@aol.com](mailto:FrancisWayneLtd@aol.com)  
**Subject:** FW: Next steps to become a Columbia Gas Customer

Good Morning Kerry and Elton,

Please find attached the final proposal/contract as offered from Columbia Gas Company to bring natural gas onto the airfield and service the Urbana Hangars, Hanger C project.  
As I understand, the agreement will need to be signed and delivered with a check in the amount of \$19,175.98. Once this is accomplished, the work may be scheduled. Ms. Sheena is doing her best to get the installation scheduled promptly.



I just spoke to Kyle Michael and he is prepared to draft and deliver to City of Urbana, Ohio a check in the amount of \$19,175.98 either late this week or the first part of next. John, Rob and I need to deliver our ¼ share of this amount to him. My check will be in the mail to him later today.

I have placed Ms. Sheena on this email thread in case you have any further questions of her. In summary, the new gas line will be installed along the South property line of the airfield and then turn North and terminate on the South side of the Urbana Hangars, Hangar C project. One (1) main gas meter will be installed large enough to service all ten (10) individual tee hangars. The monthly gas bill will be issued by Columbia Gas to Urbana Hangars directly and Urbana Hangars will pro-rate the bill among ourselves.

Thank you for allowing this gas service to move forward Kerry. If you have any questions of the Urbana Hangars stakeholders, please feel free to reach out.

Scott D. Miller, President  
Francis Wayne, Ltd. Construction Services  
2117 West First Street  
Springfield, Ohio 45504  
Tel: 937-325-6007 Cell: 937-313-0909  
Email: [FrancisWayneLtd@aol.com](mailto:FrancisWayneLtd@aol.com)

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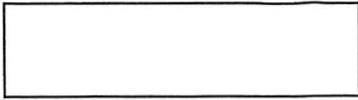
**From:** CIS Billing <[cis\\_eprograms@nisource.com](mailto:cis_eprograms@nisource.com)>  
**Sent:** Wednesday, August 24, 2022 8:32 AM  
**To:** URBANA HANGER <[FRANCISWAYNELTD@AOL.COM](mailto:FRANCISWAYNELTD@AOL.COM)>  
**Subject:** Next steps to become a Columbia Gas Customer



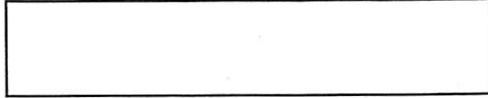
Hi URBANA HANGER,

We're happy to hear you're ready to get natural gas service! We'll be able to move forward with the work necessary to serve your property once you complete two simple steps.

**Step 1 - Sign and Attach Contract**



**Step 2 - Pay \$19,175.98**



Your account number is: 5707980063. You'll need this number to make a payment online.

You can also mail the contract and/or payment to Columbia Gas New Business, P.O. Box 117, Columbus, Ohio 43272-5417.

If you have questions, please contact us at 1-800-440-6111. We look forward to serving you!



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Project ID: WMS2288362	Location No: 0651	Job Order No: 22-0063654-00
Opportunity No: 244500	Sales Rep: Sheena Iheukwu	Deposit Required: \$19,175.98



**COLUMBIA GAS OF OHIO, INC.  
LINE EXTENSION AGREEMENT COMMERCIAL/INDUSTRIAL**

THIS AGREEMENT, entered into as of the 23 day of August, 20 22 ("Effective Date"), by and between Columbia Gas of Ohio, Inc. ("Columbia"), with offices located at 290 W Nationwide Blvd, Columbus, Ohio 43215 and City of Urbana Ohio ("Applicant"), located at 1636 N Main St represents the full and complete understanding between Columbia and the Applicant under which Columbia will construct, install and/or improve certain facilities at, near, or necessary to provide natural gas service availability to Applicant's facility known as Urbana Hangers, located in 1636 N Main St Urbana, Ohio (the "Project" or "Project Area"), in accordance with the plans currently on file with Columbia.

**WITNESSETH:**

**WHEREAS**, Applicant is developing and constructing the Project and Applicant desires that natural gas service be made available to the Project Area; and,

**WHEREAS**, Columbia is a natural gas utility operating within the State of Ohio and is willing to extend natural gas service availability to the Project Area, subject to the terms and conditions below; and

**WHEREAS**, construction, installation, and/or improvement of facilities are necessary in order for Columbia to make natural gas service available to the Project Area; and

**WHEREAS**, Applicant understands that payment shall be made by Applicant to Columbia (the "Deposit") for the costs of construction, installation and/or improvements of the facilities that are not deemed economically justified at Columbia's expense, based on a cost-benefit study using information provided by Applicant.

**NOW, THEREFORE**, the parties desire to enter into this Agreement subject to the terms and conditions as set forth herein, and intending to be legally bound, do hereby agree as follows:

- Contingent on Columbia acquiring all easements and right of ways required for the installation or improvement of the gas distribution system necessary to provide natural gas service to the Project Area, Columbia agrees to construct, install and/or improve certain natural gas facilities determined by Columbia to be necessary in order to provide the requested natural gas service to Applicant (the "Facilities"). Such work includes the extension by Columbia of its natural gas distribution main ("Main Extension") approximately 1000 feet to the geographic area of the Project in accordance with the plans on file in Columbia's office.
- The Facilities (e.g., Main Extension, all gas pipes, services, meters, regulators and fittings up to the outlet side of the meter) when built shall be and remain the property of Columbia. This provision shall survive termination of this Agreement.
- Applicant agrees to pay to Columbia \$ 19,175.98 as a Deposit, prior to such time as Columbia begins to construct, install and/or improve the Facilities. The Deposit is for Facilities which are not deemed economically justified at Columbia's expense, based on a cost-benefit study using information provided by Applicant.

4. Columbia has no obligation to initiate scheduling of construction, installation and/or improvement of the Facilities unless and until such time as the aforementioned Deposit has been paid and this Agreement has been executed and timely returned to Columbia. Additionally, Columbia has no obligation to initiate scheduling of construction and/or installation of any portion of the Facilities until such time as the work will not impair the operation of Columbia's gas distribution system or its service to its customers. Columbia, at its discretion, may delay its performance under this Agreement and, in such event, Columbia shall provide Applicant notice either before or after such delay occurs.
5. Refund of the Deposit will be made to Applicant in accordance with the following conditions:
  - i. No amount shall be refunded and no refund obligation shall exist on account of any current Columbia customer unless otherwise determined by Columbia. The refund calculation shall take into account residential development and commercial/industrial usage served directly from the Main Extension (i.e., via a service line), in accordance with the methodology as set forth below. The refund calculation shall not apply to any customer served by or from laterals or further extensions of the Main Extension.
  - ii. Refunds will occur on an annual basis, beginning twelve months after the Effective Date of this Agreement, for a period not to exceed seven (7) years, from the Effective Date. For customers served under any schedule except small general service and the associated small general service transportation rate schedules, Columbia will refund to the Applicant an amount equal to the incremental volumes sold or transported directly from the Main Extension (i.e., via a service line, but not through laterals or further extensions of the Main Extension), which are over and above those volumes used to determine the portion of the distribution Main Extension to be done at Columbia's expense multiplied by Columbia's applicable base rate charges. The annual volumes used to determine the portion of distribution Main Extension to be done at Columbia's expense are 540 Mcf. For customers served on the small general service rate schedule and associated small general service transportation rate schedules, Columbia will refund to the Applicant an amount equal to Columbia's Monthly Delivery Charge multiplied by the number of months in that year that such customer(s) were served directly off of the Main Extension.
  - iii. In no event shall any amount in excess of the total Deposit paid to Columbia be refunded to Applicant.
6. Termination:
  - i. If this Agreement is terminated for any reason prior to completion of the Facilities, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination, and Columbia may deduct any and all costs related to this Agreement and the cost of Facilities that it has incurred or obligated, up to the effective date of termination, from the Deposit. Columbia does not waive any other rights in law or equity it may have as a result of the termination of this Agreement. No refunds, as provided for in Section 5, shall be due to Applicant in the event of a termination pursuant to this Section 6.
  - ii. This Agreement shall automatically terminate upon the occurrence of any of the following events:
    - a. Columbia has refunded the entire amount referred to in Section 3; or
    - b. Seven (7) years have elapsed from the Effective Date of this Agreement; or
    - c. Applicant discontinues or requests the discontinuance of natural gas service to the Project; or
    - d. Termination of natural gas service to the Project by Columbia for Applicant's default under this Agreement; or
    - e. Termination of natural gas service to the Project by Columbia for any reason permitted under the Columbia's Tariff, including, but not limited to, Applicant's failure to timely pay invoices for gas service; or

- f. Applicant refuses natural gas service to the Project; or
  - g. Applicant becomes insolvent; subject to applicable law institutes or has instituted against it bankruptcy, insolvency, reorganization, liquidation, and/or any other debt adjustment proceedings; or makes an assignment for the benefit of creditors.
- iii. It is anticipated by the parties that Applicant will make the Project site ready for Columbia's construction of its Main Extension within 18 months of the Effective Date. Subject to the other provisions of this Agreement, it is anticipated that Columbia shall begin its work hereunder within a commercially reasonable time after Applicant has made the Project site ready for Columbia. Columbia on 10 days written notice may terminate this Agreement if Applicant abandons the Project or fails to timely construct or develop the Project.
7. Applicant agrees that, unless otherwise required by law or order of any governmental body having jurisdiction over Columbia, Columbia shall not be required to pay interest, carrying charges, or any other amounts arising out of or related to the payment made pursuant to Section 3.
  8. No provision of this Agreement shall be binding upon either party unless both parties have executed and exchanged fully executed copies of this Agreement within 30 days of Columbia providing this Agreement to Applicant for execution. Unless the parties otherwise agree in writing, it is a condition precedent to the effectiveness of this Agreement that Applicant shall pay to Columbia the Deposit at the same time as the submittal of this Agreement or a date agreeable to both parties. Failure to make such payment may, at Columbia's option, result in termination of this Agreement.
  9. Any payment obligation of either party arising pursuant to this Agreement shall survive the termination of this Agreement.
  10. Applicant may not assign this Agreement without express prior written consent from Columbia.
  11. Applicant agrees to enter into a Right of Way Agreement with Columbia in which Applicant shall grant to Columbia all necessary easements or rights of way on property owned or controlled by Applicant at no cost to Columbia. Applicant warrants that it is the sole fee simple owner of the Project premises and has the necessary authority to grant any necessary easements or rights of way on said premises. Applicant shall also use its best efforts to assist Columbia in acquiring any necessary easements or rights of way on property owned by third parties that are not in a public street or alley. Applicant understands and agrees that Columbia shall not be obligated to construct the Facilities and this Agreement shall be terminated at the discretion of Columbia if: (i) Applicant fails to enter into the Right of Way Agreement with Columbia, referenced above; or (ii) Columbia is not able to obtain such third party easements or rights of way upon terms and conditions (including cost) mutually agreeable to Columbia and such third party property owner(s). In the event of such termination, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination.
  12. The failure of either party to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to any other breach or a later breach of a similar or different nature.
  13. Columbia may suspend this Agreement and/or renegotiate the terms of this Agreement, due to conditions beyond Columbia's commercially reasonable control; adverse digging or soil conditions (e.g. rock, hazardous materials, etc.); financial, labor, material and other resource constraints; or delay or denial of necessary approvals or permits. If the parties do not reach mutual agreement on renegotiated terms within thirty (30) days, Columbia may terminate this Agreement. In the event of such termination, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at

the time of termination. In no event shall Columbia be liable for any lost profits, indirect, consequential, punitive, or special damages, by reason of any services performed, or undertaken to be performed hereunder. Columbia is not responsible for losses of any kind suffered by Applicant or any third party resulting from work delays or cancellation, or refusal by a governmental entity to issue any necessary permit or approval, or resulting from events beyond its reasonable control.

14. Applicant, at its own expense, shall (i) respond to reasonable requests to provide all necessary information describing the physical characteristics of the property where Columbia will be conducting its work hereunder including surveys, site elevations, legal and other required descriptions, information about existing conditions, sub-surface and environmental studies, reports, investigations and the like which it may have now or in the future; (ii) mark and identify for Columbia, the correct locations of all underground facilities (e.g., septic systems, sprinkler systems, water lines electric lines, propane tanks and lines, etc.) owned by the Applicant and/or others at or about the property where Columbia will be conducting its work hereunder; (iii) notify Columbia of any condition on or about the property where Columbia will be conducting its work hereunder, of which the Applicant is aware, which could affect the work contemplated hereunder; and (iv) cooperate with Columbia so that Columbia may complete its work hereunder. Columbia shall not be obligated to construct and install the Main Extension or other elements of the Facilities, and this Agreement shall be terminated at the reasonable discretion of Columbia if Applicant fails to satisfy its obligations as set forth in this Section 14. In the event of such termination, Applicant shall be responsible for all commercially reasonable costs expended or obligated by Columbia at the time of termination.
15. This Agreement, along with Columbia's Tariff on file with the Public Utility Commission of Ohio ("PUCO"), as may be amended from time to time, (which is hereby incorporated by reference into this Agreement) contains the full and complete understanding of Columbia and Applicant as to payment for the Facilities and supersedes any prior understandings, commitments, agreements and authorizations, whether oral or written, regarding the Facilities or payment therefor; no other representations or promises regarding the Facilities, written or oral, shall survive the execution hereof. To be effective, any modifications to this Agreement shall be in writing and duly executed by both parties. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Columbia reserves and preserves all rights under applicable law. All disputes between the parties, questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the applicable laws of the State of Ohio without regard to its conflict of laws rules. Any claim or action between the parties or arising under or relating to this Agreement or the natural gas service provided to the Project shall be brought and heard only in a court of competent jurisdiction located in Ohio. No provision of this Agreement shall be interpreted more or less favorably towards a party because its counsel drafted all or a portion hereof. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, such provision shall be deemed modified so as to be no longer invalid, and all of the remaining provisions of this Agreement shall remain in full force and effect. Headings and captions are for reference only and do not define, interpret or limit the scope or content of this Agreement and shall be given no effect in the interpretation of this Agreement. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. This Agreement may be executed in counterparts, each of which counterparts, when executed and delivered (including by facsimile, pdf, or other electronic transmission), shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, electronic and pdf signatures shall be as legally binding and considered in all manner and respects as original signatures.
16. If any conflict arises between the language of this Agreement and the language of Columbia's approved PUCO Tariffs, the language of the Tariffs shall prevail. This Agreement shall not modify any obligation of Applicant or Columbia under the applicable and presently effective provisions of Columbia's Tariff for natural gas service to the Project.

**IN WITNESS WHEREOF**, Columbia and Applicant have caused this Agreement to be duly executed by their authorized representatives identified below, as of the Effective Date.

**COLUMBIA GAS OF OHIO, INC.**  
Authorized Representative

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Sheena Iheukwu

\_\_\_\_\_  
*Name (print)*

\_\_\_\_\_  
New Business Specialist

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Applicant Authorized Representative

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name (print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



JULY 2022  
PURCHASE ORDERS \$2,501-\$50,000

PURCHASE ORDER #:	VENDOR :	PURCHASE ORDER AMOUNT :	DEPARTMENT :	EXPLANATION :	BOC APPROVAL
					DATE & VOTE:
29762	COLUSSY CHEVROLET	\$ 45,620.00	SEWER	2022 CHEVY SILVERADO 2500HD REG CAB W/ SERVICE BODY	BOC 7.01.2022(2)
29778	A&B ASPHALT	\$ 20,000.00	WATER	ASPHALT FOR WATER MAIN REPAIRS	BOC 7.06.2022(3)
29799	EJP	\$ 3,439.17	STORMWATER	12" PVC 45" ELBOW, (6) CATCH BASIN CASTINGS	BOC 7.06.2022(3)
29781	AMAZON	\$ 6,012.94	POLICE & FIRE	(2) NORDICTRACK TREADMILLS WITH 3YR MAINTENANCE SERVICE , (1) BENCH PRESS RACK, (1) INDOOR ROWING MACHINE	BOC 7.07.2022(3)
29779	A&B ASPHALT	\$ 7,500.00	SEWER	ASPHALT FOR STREET REPAIRS	BOC 7.13.2022(3)
29800	PAR ASPHALT	\$ 6,585.00	WRF	(2) COATS OF EMULSION ASPHALT SEALER FOR WRF DRIVE	BOC 7.13.2022(3)
29801	EJP	\$ 25,000.00	WATER	WATER DISTRIBUTION SUPPLIES FOR 2022	BOC 7.13.2022(3)
29802	SNYDER HEATING & COOLING	\$ 5,910.00	ADMIN	18,000 BTU SPLIT UNIT W/ REMOVAL OF OLD SYSTEM	BOC 7.13.2022(3)
29804	BRICKER & ECKLER LLP	\$ 7,500.00	NON-DEPT	LEGAL SERVICES REQUIRED FOR ZONING & LAND USE	BOC 7.13.2022(3)
29827	HERITAGE	\$ 20,000.00	STREET	JULY - DECEMBER 2022 FUEL EXPENSE	BOC 7.20.2022(2)
29834	HERITAGE	\$ 7,500.00	SEWER	JUNE - DECEMBER 2022 FUEL EXPENSE	BOC 7.20.2022(2)
29836	SKELLEY LUMBER	\$ 2,740.00	FIRE	CUSTOM TOP WINDOW SILLS FOR CAPTAIN'S OFFICE	BOC 7.20.2022(2)
29837	THE HPT COMPANY	\$ 11,200.00	SEWER	SCADA EQUIPMENT FOR VANCREST & WOODRUFF FARMS PUMP STATIONS	BOC 7.20.2022(2)
29838	HERITAGE	\$ 15,000.00	FIRE	JULY - DECEMBER 2022 FUEL EXPENSE	BOC 7.27.2022(3)
29839	HERITAGE	\$ 9,000.00	PARKS	JULY - DECEMBER 2022 FUEL EXPENSE	BOC 7.27.2022(3)
29840	HERITAGE	\$ 10,000.00	WRF	JULY - DECEMBER 2022 FUEL EXPENSE	BOC 7.27.2022(3)

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Chris Boettcher  
Secretary