

**URBANA CITY COUNCIL
REGULAR SESSION MEETING AGENDA
TUESDAY, SEPTEMBER 15, 2020, 6:00 P.M.**
(The UCC Regular Session Meeting will be held in Training Room in the Municipal Building)

City Of Urbana Regular Council Meeting
Tue, Sep 15, 2020 6:00 PM - 7:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/721523277>

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Call to Order

Roll Call

Pledge of Allegiance

Approval of Minutes

Urbana City Council Regular Session Meeting Minutes of September 1, 2020

Communications

Board of Control

1. The Board of Control recommends Council authorize a purchase order to Environmental Engineering Service in the amount of \$63,270.00 for engineering services for water meter replacement project changing from touch read to automated meter reading (AMR). This expense will be charged to the Water Fund and is in the 2020 budget.
VOTE: 3-0 (See Attachment)

2. The Board of Control recommends Council authorize the Director of Administration to enter into a lump sum contract with LJB Inc. for Stage 1 preliminary engineering services for the South High Street Improvements Project (CHP-S. High Street) (PID #112019) in the amount of \$234,952.00. Tasks 2.3.C and 2.7.B or \$15,504.00 of these preliminary engineering costs will be charged to Stormwater Operating with the balance or \$219,448.00 of these costs being charged to the General Fund – Miscellaneous Non-Departmental. This expense is not in the 2020 budget. LJB Inc. was selected through a qualified based selection process, and this firm was the top scoring firm out of four of nine firms that were interviewed. See attached. **VOTE: 3-0** (See Attachment)

Citizen Comments

Ordinances and Resolutions

First Reading

Resolution No. 2589-20

A Resolution authorizing the Director of Administration and the Director of Finance of the City of Urbana, to apply, accept and enter into a cooperative agreement for construction of the Water Meter Replacement Project between the City of Urbana and the Ohio Water Development Authority, and declaring an emergency. (May be passed on first reading)

Second Reading

Third Reading

Miscellaneous Business

Adjourn

**URBANA CITY COUNCIL
PUBLIC HEARING
SEPTEMBER 1, 2020**

President Hess called the City of Urbana Public Hearing to order at 6:00 p.m. The Public Hearing provided the public the opportunity to review and comment on the recommendation of the Urbana City Planning Commission to accept the proposed amendment of Chapter 1123.05 of the Codified Ordinances of the City of Urbana, to read: The minimum lot area for properties in the BR-1 Business Residential District shall be less than 7,000 square feet with a width of not less than 60 feet.

Mr. Crabill stated the Planning Commission recommended the change and that this would be more consistent to what is in place. He added this would allow a higher density with 60 ft. width rather than 90 ft.

President Hess called the Public Hearing closed at 6:10 p.m.

**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, SEPTEMBER 1, 2020**

President Hess called the City of Urbana Regular Session Meeting to order at 6:10 p.m. City staff attending: Director of Administration Kerry Brugger, Mayor Bill Bean, and Director of Finance Chris Boettcher, Community Development Manager Doug Crabill, City Engineer Tyler Bumbalough, Superintendent of Public Works Chad Hall and Water Superintendent Joe Sampson.

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

MINUTES

Mr. Paul moved to put the minutes on the floor for discussion and possible passage. Mr. Scott seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 5-0.

COMMUNICATIONS

1. Appeal by Betty Spencer, 112 S. Kenton St., for curb and gutter work.

2. Board of Zoning Appeals Meeting Minutes of February 10, 2020.
3. Oak Dale Cemetery Board Meeting Minutes of Friday, June 10, 2020.

Mr. Thackery moved to put these communications on the floor for discussion and possible passage. Mr. Paul seconded. Voice vote on approval: all ayes, nays, none.

Motion passed 5-0.

President Hess addressed the appeal by Betty Spencer. Ms. Spencer stated that the repairs to her sidewalk and curbs were done while the crews were doing the entire street. She advised that the crew brought heavy equipment onto the sidewalk and there are now numerous cracks on the new sidewalk. She dated that she received the invoice and that it was due yesterday, but she was instructed not to pay until Council acted on the appeal. She added that she had all intention to pay the bill, just wanted to pay for a job well done. Mr. Thackery inquired as to liability insurance. Mr. Bumbalough spoke about opportunity to have the City have the company correct the work. He also mentioned they opted to leave the concrete in, and concrete does in fact crack. Mr. Scott asked if this was used as a sidewalk or driveway. Ms. Spencer advised that it was a sidewalk. Mr. Scott stated they should not have brought machinery onto the sidewalk. Ms. Spencer added that 8 sections of the sidewalk was replaced and now 2 of those 8 sections are cracked. Mr. Bumbalough advised that this issue was addressed with Ms. Spencer and the sections were looked at and the cracks were already present, but now wider. Mr. Paul asked what the options were....do nothing, contact McGuire's...Mr. Bumbalough stated that he wasn't sure if McGuire's have been contacted. Mr. Paul stated that he felt that McGuire's should make it right. Mr. Thackery recommended a delay of payment by Ms. Spencer and Administration needed to get ahold of McGuire's. Ms. Spencer stated that there was approximately 30%-40% damage. Mr. Bumbalough stated that Council must assess the full amount or reduce the amount. Mr. Scott moved to knock 30% off of the bill and Mr. Thackery seconded. Voice vote on approval: all ayes; nays, none. Motion passed 5-0.

ADMINISTRATIVE REPORTS - BOARD OF CONTROL

None

CITIZEN COMMENTS

Chris Selmek – 301 W. Church St., stated this would be the last time he would be present at a Council meeting. He stated that he has spent the last three years covering local government and has learned quite a bit. He thanked Mr. Paul for his insightful question, Mr. Hoffman for

saying what needed to be said, and also thanked Mayor Bean, Judge Weithman and Fire Chief Dean Ortlieb.

Ordinances and Resolutions

First Reading –

Resolution No. 2588-20

A Resolution of support and local match commitment for the City of Urbana's share for the repaving of Dellinger Road as part of a larger multi-jurisdictional project known as Dellinger, Middle Urbana, and Three Mile Paving, and declaring an emergency.

Mr. Bumbalough advised that last year, the City contacted Salem Twp. To discuss paving work on Dellinger Road. He further stated that this year, along with the township, will submit a grant application which the funding level would be 16% to each government entity for local match. He further stated that the Engineer's Estimate is in the amount of \$135,000.00 or so, at 16%, the same being \$16,000.00, including contingency, to commit. The application would go to OPWC to get this completed. He added that the City's portion is a little higher due to the fact that the City has more frontage on Dellinger Road. Mr. Ebert asked if the City is responsible for Three Mile Road or Middle Urbana Road, and Mr. Bumbalough advised, no. Mr. Paul asked if the other entities were already in and Mr. Bumbalough advised, yes. Mr. Paul also asked how soon with the project get stated and when is the completion date. Mr. Bumbalough advised that grant approval was anticipated in July 1, 2021, and the project should begin in the fall or spring of 2022.

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

Mr. Thackery moved to pass this Resolution and Mr. Ebert seconded.

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

Resolution passed 5-0.

Ordinance No. 4525-20

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

Mr. Bumbalough advised that the City has a process that follows the ORC. He also added that the assessments are included as Attachment A. He added that Ms. Boettcher would be accepting payments through Friday.

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

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

Ordinance passed 5-0.

Second Reading –

None

Third Reading –

Ordinance No. 4524-20

An Ordinance to amend Chapter 1123.05 of the Codified Ordinances of the City of Urbana.

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

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

Ordinance passed 5-0.

MISCELLANEOUS BUSINESS/WORK SESSION

Mr. Sampson gave a power point presentation about AMR, (Automated Meter Reading)

Mr. Sampson advised Council that the meters in the City are very old, and by going this route, it would promote department efficiency, customer service, etc.

Mayor Bean thanked Mr. Sampson for his presentation. He stated that by going this route, it would also help citizens who are wasting a lot of water. He added that he was 100% behind this idea.

Mr. Paul stated that he was sorry to see Mr. Selmek leaving the Urbana Citizen. He also stated that the Charter Review Committee requested that Council should make rules, such as OML Training, legislation sponsorship, etc. He added that Council should look into this.

Mr. Ebert wished Mr. Selmek luck in his future endeavors. He also stated to Mr. Bumbalough that he knows that he hasn't gotten back to him yet regarding the overpass issues. Mr. Hall stated that this issue was definitely on the to do list.

Mr. Crabill stated the Census Bureau was still continuing their efforts. He added that they should be done on September 30th. He also stated that residents could continue completing the survey on line. He also advised that in 2010, 70% self-responded, and as of today, 69.2% have self-responded.

Mr. Hall advised that Scioto St. would be closed Thursday from 7:00 p.m. through midnight or until the project of putting in the 15 in. interceptor line is completed. He added that the Bon Air/Powell Ave. project will begin in late September or early October.

Mr. Bean stated how appreciative he was for the information that Chris Selmek brought to the citizens of Urbana. He added that Friday of next week, Patriot's Day will be held at Freedom Gove, beginning at 8:00 a.m. He added that if you have not attended this activity, he recommends going.

Mr. Brugger stated there was a lot of dirt flying around town still. He also added that the Mosquito Spray would be on September 9, 2020, and the last one would be September 23, 2020.

Mr. Scott moved to adjourn. Mrs. Collier seconded. Voice vote on approval: all ayes; nays, none.

Motion passes 5-0.

ADJOURN AT 7:50 p.m.

NEXT SCHEDULED MEETING

September 15, 2020, at 6:00 p.m.

Council Clerk

Council President

BoC #1 (1/3)

ENGINEERING WORK ORDER NO. 11-2

CITY OF URBANA, OHIO

I. PROJECT TITLE: Water Meter Replacement Project

II. PROJECT PURPOSE:

The purpose of this Authorization is to assist the City in a system wide water meter replacement project utilizing an Advanced Metering Infrastructure (AMI) Full-Service Implementation and Maintenance Program in order to improve the process of collecting monthly water utility meter data to enhance the level of services offered to customers.

III. SCOPE OF SERVICES:

EES (Engineer) will:

1. Secure from the City existing data and inventory information on the existing water meters;
2. Develop a Draft Scope of Work for the Advanced Metering Infrastructure (AMI) Full-Service Implementation and Maintenance Program for review by the City;
3. Establish meetings and site visits with potential Bidders and equipment suppliers as necessary to review the Draft Scope of Work;
4. Finalize Draft Scope of Work for approval by the City of Urbana Water Department;
5. Collate the data and evaluate information sufficiency related to location, size etc. from Item #1 above;
6. Provide sufficient detail for bidding in the Plans and Specifications for facilities with meters larger than 1.5";
7. Develop a Final Scope of Work to solicit bids from qualified providers to provide the AMI Full-Service Program to be implemented system-wide for the turnkey development of approximately 5,100 metered accounts. The RFQ will require a single point of responsibility Provider for the following:
 - i. Provide and perform the initial replacement of all existing water meters.
 - ii. Provide and install radio transponder endpoints, which may require two-way licensed communications at the 450-470 MHz frequency.
 - iii. Install a fixed based data collection system to collect readings and information from AMI modules and transmit on demand to the City's system.
 - iv. Install all hardware and software that will receive meter readings, prepare reports, which interface with the Utility's billing system.
 - v. Provide equipment, training and implementation to migrate from the current system to a fixed base Full-Service Program.
 - vi. A Maintenance Program that provides replacement of failed components and provides technology improvements as may be required for data gathering and billing.

B.O.C #1 (2/3)

8. Distribute Plans & Specifications to interested parties and respond to Request for Information during the bidding period;
9. In conjunction with City staff evaluate bids submitted and select most qualified Provider.
10. Following contract award, participate in a Pre-Construction conference to establish procedures for project administration;
11. Provide Construction Administration services, including submittal review for conformance with specifications; requests for Change Orders; verification and approval of progress payment requests; participate in project start-up and training;
12. Provide construction field observations to verify installations and progress payment quantities.
13. Gather and collate O&M manuals as required.

IV. PROJECT TIME FRAME AND COMPENSATION:

The work effort described in items 1-6 herein will be completed within 60-days of Authorization-to Proceed.

The fee for the described Scope of Services are as follows:

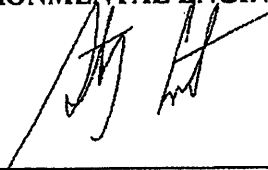
- Items 1 – 4 services will be a lump sum amount of \$3,500, previously billed
- Items 5 – 9 services will be a lump sum amount of \$27,900, payable on a progress basis
- Items 10 – 13 services will be an amount not-to-exceed \$51,870.00, payable on a progress basis. The extent of inspection services will be defined and coordinated by the City to minimize inspection costs based on staff participation. Limited inspection requirements would reduce the compensation estimated above.

MOST OF THE INSPECTION SERVICES WILL BE PERFORMED BY CITY STAFF. AN ESTIMATE OF \$ 20,000⁰⁰ WILL BE DEDUCTED IF INSPECTION IS NOT COMPLETED BY ENGINEERING CO. IF INSPECTIONS ARE NOT PERFORMED THEN THEY WILL NOT BE BILLED.

BoC #1 (3/3)

VI. AUTHORIZATION TO PROCEED:

ENVIRONMENTAL ENGINEERING SERVICE



Stephen Canter, P.E.
President

CITY OF URBANA

Date

Authorized Signatory

BOC #2 (1/10)

S. High Street - Schedule of Design, Acquisition and Construction Costs

Date Updated: 9/10/2020

Start Year	Start ^h	End ^h	Task	Responsible Party	Approximate	
					Cost	Funding
2020	September '20	December '20	2 - Preliminary Engineering Phase (up to Stage 1 submittal to ODOT)	LJB	\$234,952	Local
2021	January '21	September '21	3 - Environmental Engineering Phase (up to Stage 2 and RoW Plan submittal to ODOT)	LJB	\$225,767 ^a	Local
	January '21	January '22	Environmental Review and Environmental Document Preparation	ODOT District 7	\$0 ^b	N/A
	October '21	February '23	4 - Final Engineering Phase (through Stage 3 and Final Plan submittal to ODOT)	LJB	\$34,584 ^a	Local
2022	January '22	January '23	Right-of-Way Acquisition (Appraisals, Review Appraisals, Negotiation and Purchase)	Consultants/City	\$363,600 ^c	Local
2023	June '23	June '24	5 - Ongoing Services During Construction	LJB	\$4,656	Local
2023	June '23	June '24	Construction	Contractor	\$3,098,163 ^d	Federal
					\$800,000 ^e	OPWC
					\$900,000 ^f	OWDA
					\$853,837 ^g	Local
				Local Total	\$1,717,396	
				Federal Total	\$3,098,163	
				OPWC Grant Total	\$800,000	
				OWDA Loan Total	\$900,000	
					\$6,515,559	

a) Note: This cost may adjust. It has been negotiated as a budgetary number subject to change once Stage 1 design is complete.

b) Note: ODOT District 7 has agreed to prepare the environmental document for the City at no cost. If special studies are needed at the District's request, the City will need to authorize LJB to complete with additional cost.

c) Note: Estimated cost based on 40 parcels. If the number of parcels decreases, this cost will too.

d) Note: Federal construction grants total this amount. They are from three different sources: Safety, Small Cities and Transportation Alternatives Program.

e) Note: Estimated. OPWC grant funds have not yet been procured for the storm portion of this project. Application year is 2021.

f) Note: Estimated. OWDA loan funds have not yet been procured for water (3 blocks) and sanitary replacements (2 blocks) on S. High Street.

g) Note: Estimated. Local construction total depends on OPWC grant funding level and whether the City pursues loan funding. It also includes construction engineering (inspection and material testing services). Local construction and construction engineering funds can come from multiple sources (capital, storm water, water and sewer).

h) Note: Dates are subject to change. If the environmental review takes less than one year to clear, right-of-way acquisition may be able to begin in the second half of 2021. RoW purchases would likely not be made until 2022.

Boe #2 (2/10)



Existing South High Street (looking north) between W. Broadway Street and W. Powell Avenue

BoC #2 (3/10)



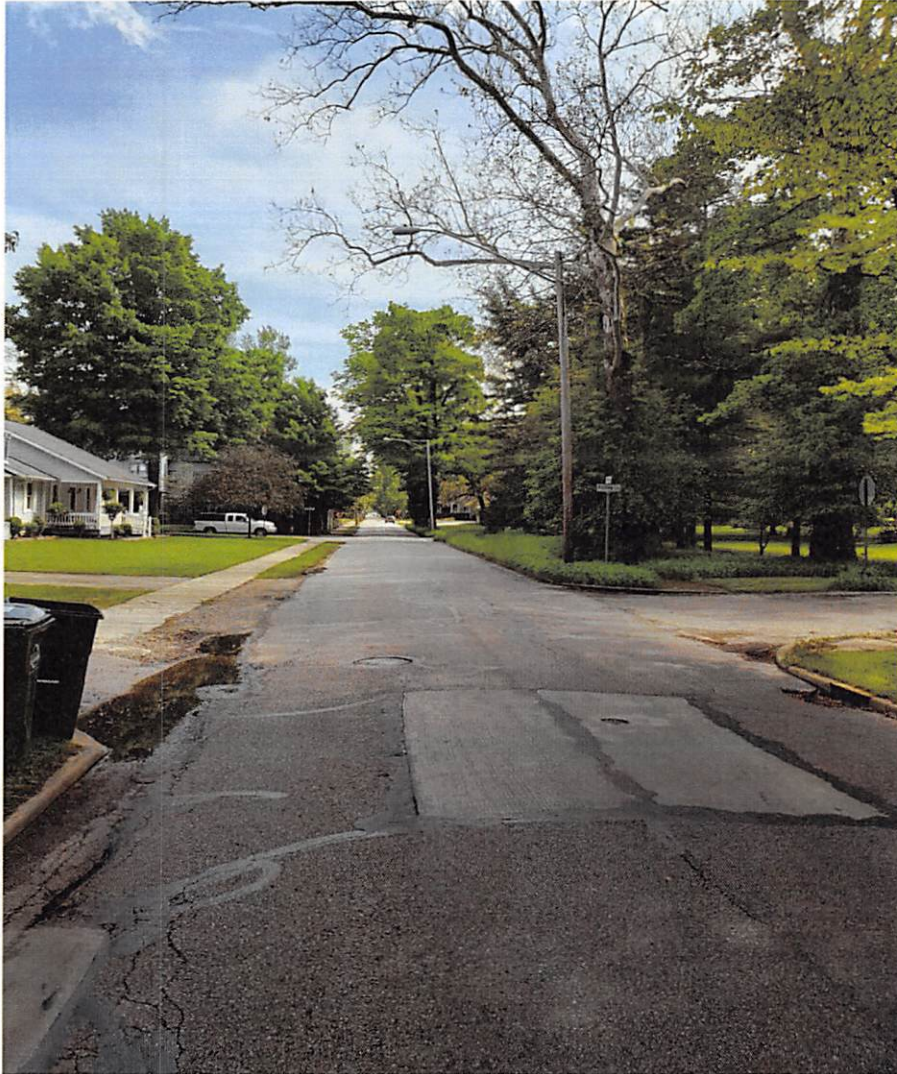
Existing South High Street (looking north) between W. Powell Avenue and Thompson Street

BoC #2 (4/10)



Existing South High Street (looking north) between Thompson Street and Hovey Street

BoC #2 (5/10)



South High Street (looking south) near Abbey Lane

BOC #2 (6/10)



South High Street (looking north) at College Street Intersection

BOC #2 (7/10)

C-R-S		CHP-S High-0.00		PROPOSAL COST SUMMARY							Version: Feb 2017		
Consultant:		LJB Inc.		State Average Overhead Rate			157.26%						
Agreement No.		0		Consultant Overhead Rate:			182.61%						
Modification No.		0		Cost of Money:			0.42%						
PID No.		112019		Net Fee Percentage:			11%						
Proposal Date		8/24/2020		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total
Task Description						Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
AUTHORIZED TASKS:													
2 - Preliminary Engineering Phase													
2.3 - AER Design													
2.3.A - Field Survey and Aerial Mapping													
2.3.A.A - Project Control, Benchmarks, and Reference Points			\$35.29	24	\$847	\$1,547	\$4	\$0	\$0	\$0	\$0	\$240	\$2,637
2.3.A.B - Monumentation recovery			\$33.30	76	\$2,531	\$4,621	\$11	\$0	\$0	\$0	\$0	\$716	\$7,878
2.3.A.C - Base Mapping (incl. field verify.)			\$33.73	152	\$5,127	\$9,362	\$22	\$0	\$0	\$0	\$0	\$1,451	\$15,961
2.3.A.F - Establish property lines, tax id, & ownerships on base map			\$35.96	135	\$4,855	\$8,865	\$20	\$0	\$0	\$0	\$0	\$1,374	\$15,114
2.3.A.G - Property Owner Notification			\$57.50	2	\$115	\$210	\$0	\$0	\$0	\$0	\$0	\$33	\$358
2.3.B - Roadway													
2.3.B.A - Design Criteria			\$35.63	8	\$285	\$520	\$1	\$0	\$0	\$0	\$0	\$81	\$887
2.3.B.B - Conceptual Typical Sections			\$40.83	12	\$490	\$895	\$2	\$0	\$0	\$0	\$0	\$139	\$1,526
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline			\$39.16	65	\$2,546	\$4,649	\$11	\$0	\$0	\$0	\$0	\$720	\$7,925
2.3.B.F - Conceptual cross sections			\$39.16	50	\$1,958	\$3,576	\$8	\$0	\$0	\$0	\$0	\$554	\$6,096
2.3.B.I - Identify Construction Limits			\$38.75	12	\$465	\$849	\$2	\$0	\$0	\$0	\$0	\$132	\$1,448
2.3.C - Drainage													
2.3.C.A - Drainage Design Criteria Forms (LD-35)			\$45.00	2	\$90	\$164	\$0	\$0	\$0	\$0	\$0	\$25	\$280
2.3.C.C - Hydraulically size all major storm sewer trunk lines			\$39.17	30	\$1,175	\$2,146	\$5	\$0	\$0	\$0	\$0	\$333	\$3,658
2.3.C.E - Conceptual BMP			\$37.50	15	\$563	\$1,027	\$2	\$0	\$0	\$0	\$0	\$159	\$1,751
2.3.E - Signals & ITS													
2.3.E.A - Signal Warrant Analysis			\$47.75	3	\$143	\$262	\$1	\$0	\$0	\$0	\$0	\$41	\$446
2.3.G - Utilities													
2.3.G.A - Utility Coordination and Documentation			\$37.40	14	\$524	\$956	\$2	\$0	\$0	\$0	\$0	\$148	\$1,630
TOTAL 2.3 - AER Design					600	\$21,712	\$39,649	\$91	\$0	\$0	\$0	\$6,144	\$67,596
2.4 - Prepare Cost Estimates													
2.4.A - Roadway/Interchange Costs			\$38.18	11	\$420	\$767	\$2	\$0	\$0	\$0	\$0	\$119	\$1,308
2.4.B - Right of Way Costs			\$35.27	12	\$423	\$773	\$2	\$0	\$15,000	\$120	\$0	\$120	\$16,318
2.4.C - Utility			\$38.75	4	\$155	\$283	\$1	\$0	\$0	\$0	\$0	\$44	\$483
TOTAL 2.4 - Prepare Cost Estimates					27	\$998	\$1,823	\$4	\$0	\$15,000	\$282	\$18,108	
2.7 - Stage 1 Design													
2.7.A - Roadway													
2.7.A.A - Title Sheet			\$38.23	8	\$306	\$558	\$1	\$0	\$0	\$0	\$0	\$87	\$952
2.7.A.B - General Notes			\$45.00	4	\$180	\$329	\$1	\$0	\$0	\$0	\$0	\$51	\$560
2.7.A.C - Schematic Plan			\$36.25	20	\$725	\$1,324	\$3	\$0	\$0	\$0	\$0	\$205	\$2,257
2.7.A.D - Typical Sections			\$39.16	15	\$587	\$1,073	\$2	\$0	\$0	\$0	\$0	\$166	\$1,829
2.7.A.E - Cross Sections			\$38.50	200	\$7,699	\$14,060	\$32	\$0	\$0	\$0	\$0	\$2,179	\$23,970
2.7.A.F - Plan and Profile - Mainline			\$37.89	221	\$8,373	\$15,290	\$35	\$0	\$0	\$0	\$0	\$2,370	\$26,068
2.7.A.J - Intersection Details			\$38.75	144	\$5,580	\$10,189	\$23	\$0	\$0	\$0	\$0	\$1,579	\$17,371
2.7.A.L - Driveway Details			\$40.31	128	\$5,160	\$9,422	\$22	\$0	\$0	\$0	\$0	\$1,460	\$16,064
2.7.A.N - Traffic Control			\$39.16	65	\$2,546	\$4,649	\$11	\$0	\$0	\$0	\$0	\$720	\$7,925
2.7.B - Drainage													
2.7.B.A - Storm Sewer Profiles			\$39.16	30	\$1,175	\$2,146	\$5	\$0	\$0	\$0	\$0	\$332	\$3,658
2.7.B.D - Drainage Calculations			\$41.88	32	\$1,340	\$2,447	\$6	\$0	\$0	\$0	\$0	\$379	\$4,172
2.7.B.E - BMP Design			\$42.50	15	\$638	\$1,164	\$3	\$0	\$0	\$0	\$0	\$180	\$1,985
2.7.C - Utilities													
2.7.C.A - Utility Coordination and Documentation			\$47.75	12	\$573	\$1,046	\$2	\$0	\$0	\$0	\$0	\$162	\$1,784
2.7.C.D - Add Utilities to Plan/Profile Sheets			\$38.22	16	\$611	\$1,117	\$3	\$0	\$0	\$0	\$0	\$173	\$1,904
2.7.D - Geotechnical Services													
2.7.D.A - Geotechnical Services and Report			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$14,755	\$0	\$14,755	
2.7.G - Miscellaneous													
2.7.G.A - Perform Airway/Highway clearance analysis			\$53.33	5	\$267	\$487	\$1	\$0	\$0	\$0	\$0	\$75	\$830
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements			\$57.50	4	\$230	\$420	\$1	\$0	\$0	\$0	\$0	\$65	\$716
2.7.H - Prepare C2 Cost Estimates and Update Milestones			\$36.25	20	\$725	\$1,324	\$3	\$0	\$0	\$0	\$0	\$205	\$2,257
2.7.H.A - Roadway/Interchange Costs			\$45.80	5	\$229	\$418	\$1	\$0	\$0	\$0	\$0	\$65	\$713
2.7.J - Maintenance of Traffic													
2.7.J.B - Detour and MOT Notes			\$38.75	4	\$155	\$283	\$1	\$0	\$0	\$0	\$0	\$44	\$483
2.7.K - Signal Plans			\$57.50	4	\$230	\$420	\$1	\$0	\$0	\$0	\$0	\$65	\$716
TOTAL - 2.7 - Stage 1 Design					952	\$37,328	\$68,165	\$157	\$0	\$14,755	\$10,563	\$130,968	
2.8 - Project Management for Preliminary Engineering Phase													
2.8.A - Meetings			\$63.44	16	\$1,015	\$1,854	\$4	\$0	\$0	\$0	\$0	\$287	\$3,160
2.8.B - General Oversight			\$69.38	64	\$4,440	\$8,108	\$19	\$0	\$0	\$0	\$0	\$1,257	\$13,824
2.8.C - Project Set Up			\$69.38	6	\$416	\$760	\$2	\$0	\$0	\$0	\$0	\$118	\$1,296
TOTAL 2.8 - Project Management for Preliminary Engineering Phase					86	\$5,872	\$10,722	\$25	\$0	\$0	\$0	\$1,662	\$18,280
Total - 2 Preliminary Engineering Phase					1665	\$65,910	\$120,359	\$277	\$0	\$29,755	\$18,652	\$234,952	
3 - Environmental Engineering Phase													
3.3 - Stage2													

Boc #2 (8/10)

C-R-S		CHP-S High-0.00		PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:		LJB Inc.				State Average Overhead Rate		157.26%				
Agreement No.		0				Consultant Overhead Rate:		182.61%				
Modification No.		0				Cost of Money:		0.42%				
PID No.		112019				Net Fee Percentage:		11%				
Proposal Date		8/24/2020										
Task Description	No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total		
			Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost		
3.3.A - Roadway												
3.3.A.A - Title Sheet		\$44.94	4	\$180	\$328	\$1	\$0	\$0	\$51	\$560		
3.3.A.B - Schematic		\$49.13	2	\$98	\$179	\$0	\$0	\$0	\$28	\$306		
3.3.A.C - General Notes		\$40.81	28	\$1,143	\$2,086	\$5	\$0	\$0	\$323	\$3,557		
3.3.A.D - Typical Sections		\$47.08	6	\$282	\$516	\$1	\$0	\$0	\$80	\$879		
3.3.A.E - Plan and Profile - Mainline		\$43.92	104	\$4,567	\$8,340	\$19	\$0	\$0	\$1,292	\$14,219		
3.3.A.H - Cross Sections		\$40.91	115	\$4,704	\$8,591	\$20	\$0	\$0	\$1,331	\$14,646		
3.3.A.I - Intersection Details		\$39.97	120	\$4,797	\$8,759	\$20	\$0	\$0	\$1,357	\$14,933		
3.3.B - Drainage												
3.3.B.A - Storm Sewer Profiles		\$47.45	15	\$712	\$1,300	\$3	\$0	\$0	\$201	\$2,216		
3.3.B.D - Underdrain details		\$49.13	12	\$590	\$1,076	\$2	\$0	\$0	\$167	\$1,835		
3.3.B.E - BMP Details		\$44.94	12	\$539	\$985	\$2	\$0	\$0	\$153	\$1,679		
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan		\$47.45	65	\$3,084	\$5,632	\$13	\$0	\$0	\$873	\$9,602		
3.3.C.B - Signing Plan		\$47.45	65	\$3,084	\$5,632	\$13	\$0	\$0	\$873	\$9,602		
3.3.D - Signals & ITS												
3.3.D.A - Signal Plan Sheets		\$42.21	12	\$506	\$925	\$2	\$0	\$0	\$143	\$1,577		
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes		\$47.45	20	\$949	\$1,733	\$4	\$0	\$0	\$269	\$2,955		
3.3.J - Utilities												
3.3.J.A - Utility Coordination and Documentation		\$44.94	12	\$539	\$985	\$2	\$0	\$0	\$153	\$1,679		
3.3.J.B - Water Works Plan		\$40.34	72	\$2,904	\$5,304	\$12	\$0	\$0	\$822	\$9,042		
3.3.J.C - Water Works Details & Notes		\$41.50	36	\$1,494	\$2,728	\$6	\$0	\$0	\$423	\$4,651		
3.3.J.D - Sanitary Sewer Plans		\$43.40	32	\$1,389	\$2,536	\$6	\$0	\$0	\$393	\$4,324		
3.3.K - Geotechnical Services												
3.3.K.A - Finalize Geotechnical Investigation and Report		#DIV/0!	0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$1,000		
TOTAL 3.3 - Stage2			732	\$31,562	\$57,635	\$133	\$0	\$1,000	\$8,932	\$99,262		
3.4 - Right of Way Plans												
3.4.A Conceptual Right of Way Plan		\$44.94	60	\$2,696	\$4,924	\$11	\$0	\$0	\$763	\$8,394		
3.4.B - Preliminary Right of Way Plans												
3.4.B.A - Legend Sheet		\$44.94	8	\$360	\$656	\$2	\$0	\$0	\$102	\$1,119		
3.4.B.B - Centerline Survey Plat		\$44.94	32	\$1,438	\$2,626	\$6	\$0	\$0	\$407	\$4,477		
3.4.B.C - Property Map		\$44.94	32	\$1,438	\$2,626	\$6	\$0	\$0	\$407	\$4,477		
3.4.B.D - Summary of Additional Right of Way		\$44.16	113	\$4,990	\$9,112	\$21	\$0	\$0	\$1,412	\$15,535		
3.4.B.E - Detailed ROW Plan Sheets		\$46.33	234	\$10,842	\$19,799	\$46	\$0	\$0	\$3,068	\$33,754		
3.4.B.G - Legal Descriptions and Closure Calculations		\$46.33	120	\$5,560	\$10,153	\$23	\$0	\$0	\$1,573	\$17,310		
3.4.B.I - Field Review		\$49.13	16	\$786	\$1,435	\$3	\$0	\$0	\$222	\$2,447		
3.4.C - Final Right of Way Plans												
3.4.C.A Final Right of Way Plans		\$44.94	60	\$2,696	\$4,924	\$11	\$0	\$0	\$763	\$8,394		
3.4.C.B- Field Review & Verify Property Owners		\$41.37	15	\$621	\$1,133	\$3	\$0	\$0	\$176	\$1,932		
3.4.C.C - Record Centerline Plat and all appropriate documents		\$46.33	6	\$278	\$508	\$1	\$0	\$0	\$79	\$865		
3.4.C.D - Set R/W Pins after acquisition		\$35.00	48	\$1,680	\$3,068	\$7	\$0	\$0	\$475	\$5,230		
TOTAL 3.4 - Right of Way Plans			744	\$33,385	\$60,963	\$140	\$0	\$0	\$9,447	\$103,935		
3.6 - Environmental Commitments and Plan Notes												
3.6.A - Environmental Commitment Plan Notes		\$49.13	4	\$197	\$359	\$1	\$0	\$0	\$56	\$612		
TOTAL 3.6 - Environmental Commitments and Plan Notes			4	\$197	\$359	\$1	\$0	\$0	\$56	\$612		
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.A - Roadway/Interchange Costs		\$37.50	20	\$750	\$1,370	\$3	\$0	\$0	\$212	\$2,335		
3.8.C- Utility Costs		\$37.50	5	\$188	\$342	\$1	\$0	\$0	\$53	\$584		
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone			25	\$938	\$1,712	\$4	\$0	\$0	\$265	\$2,919		
3.9 - Project Management for Environmental Engineering Phase												
3.9.A - Meetings		\$62.78	9	\$565	\$1,032	\$2	\$0	\$0	\$160	\$1,759		
3.9.B - General Oversight		\$69.38	80	\$5,550	\$10,136	\$23	\$0	\$0	\$1,571	\$17,280		
TOTAL 3.9 - Project Management for Environmental Engineering Phase			89	\$6,115	\$11,167	\$26	\$0	\$0	\$1,731	\$19,039		
Total - 3 Environmental Engineering Phase			1594	\$72,196	\$131,837	\$303	\$0	\$1,000	\$20,430	\$225,767		
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.A - Pavement Subsummary		\$35.63	16	\$570	\$1,041	\$2	\$0	\$0	\$161	\$1,775		
4.2.A.B - Drainage Subsummary		\$36.07	14	\$505	\$922	\$2	\$0	\$0	\$143	\$1,572		
4.2.A.C - Roadway Subsummary		\$34.42	26	\$895	\$1,634	\$4	\$0	\$0	\$253	\$2,786		
4.2.A.F - Pavement Marking Subsummary		\$35.28	18	\$635	\$1,160	\$3	\$0	\$0	\$180	\$1,977		
4.2.A.G - Signing Subsummary		\$35.28	18	\$635	\$1,160	\$3	\$0	\$0	\$180	\$1,977		
4.2.A.H - Signal Subsummary		\$38.75	8	\$310	\$566	\$1	\$0	\$0	\$88	\$965		
4.2.A.M - General Summary Sheet		\$35.63	32	\$1,140	\$2,082	\$5	\$0	\$0	\$323	\$3,549		
4.2.A.P - General Notes		\$40.83	18	\$735	\$1,342	\$3	\$0	\$0	\$208	\$2,288		
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)		\$40.83	12	\$490	\$895	\$2	\$0	\$0	\$139	\$1,526		
4.2.D - Miscellaneous												
4.2.D.C - Project Site Plan		\$40.83	10	\$408	\$746	\$2	\$0	\$0	\$116	\$1,271		
4.2.D.G - Title Sheet		\$41.87	4	\$167	\$306	\$1	\$0	\$0	\$47	\$521		
TOTAL 4.2 - Stage 3 Detailed Design Plans			176	\$6,491	\$11,853	\$27	\$0	\$0	\$1,837	\$20,208		

BoC #2 (9/10)

C-R-S		CHP-S High-0.00		PROPOSAL COST SUMMARY							Version: Feb 2017	
Consultant:	LJB Inc.											
Agreement No.	0			State Average Overhead Rate			157.26%					
Modification No.	0			Consultant Overhead Rate:			182.61%					
PID No.	112019			Cost of Money:			0.42%					
Proposal Date	8/24/2020			Net Fee Percentage:			11%					
Task Description	No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost		
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.A - Roadway/Interchange Costs		\$46.33	12	\$556	\$1,015	\$2	\$0	\$0	\$157	\$1,731		
4.3.D - Utility Costs		\$44.94	8	\$360	\$656	\$2	\$0	\$0	\$102	\$1,119		
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone			20	\$916	\$1,672	\$4	\$0	\$0	\$259	\$2,850		
4.4 - Final Plan Package												
4.4.A - Submission of Final Tracings and Documentation		\$46.58	23	\$1,071	\$1,956	\$4	\$0	\$0	\$303	\$3,335		
4.4 - Final Plan Package			23	\$1,071	\$1,956	\$4	\$0	\$0	\$303	\$3,335		
4.5 - Project Management for Final Engineering and Right of Way												
4.5.A - Meetings		\$62.78	9	\$565	\$1,032	\$2	\$0	\$0	\$160	\$1,759		
4.5.B - General Oversight		\$69.38	20	\$1,388	\$2,534	\$6	\$0	\$0	\$393	\$4,320		
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase			29	\$1,953	\$3,566	\$8	\$0	\$0	\$553	\$6,079		
4.6 - Pre-Bid Activities												
4.6.A - Pre-Bid Questions		\$48.46	14	\$678	\$1,239	\$3	\$0	\$0	\$192	\$2,112		
TOTAL 4.6 - Pre-Bid Activities			14	\$678	\$1,239	\$3	\$0	\$0	\$192	\$2,112		
TOTAL - Final Engineering Phase			262	\$11,109	\$20,285	\$47	\$0	\$0	\$3,144	\$34,584		
5 - Construction Phase												
5.1 - On-going Services during Construction												
5.1.A - On-going Services During Construction		\$49.85	30	\$1,496	\$2,731	\$6	\$0	\$0	\$423	\$4,656		
TOTAL 5.1 - On-going Services during Construction			30	\$1,496	\$2,731	\$6	\$0	\$0	\$423	\$4,656		
TOTAL - Construction Phase			30	\$1,496	\$2,731	\$6	\$0	\$0	\$423	\$4,656		
TOTAL AUTHORIZED PARTS			3551	\$150,710	\$275,212	\$633	\$0	\$30,755	\$42,649	\$499,959		

BOC #2 (10/10)

Scoring Sheet - S. High Street Improvements - LOI for Design

PID 112019
CHP-S, High Street

Date: 7/23/20
Name of Scorer: (five scorers' numbers combined)

Category	Total Value	Scoring Criteria	Carpenter Marty Transportation Score	Choice One Engineering Score	Poggemeyer Design Group Score	Fishbeck Score	Strand Associates Score	American Structurepoint, Inc. Score	Pennoni Score	CESO Score	LJB Score
Management & Team											
Project Manager	10	See Note 1, Exhibit 1	8.67	9.00	9.67	8.33	9.33	8.67	9.33	7.00	9.00
Strength/Experience of Assigned Staff including Subconsultants	25	See Note 2, Exhibit 1	22.33	21.33	20.00	21.33	22.33	22.33	23.00	21.33	23.33
Firm's Current Workload/Availability of Personnel	10	See Note 4, Exhibit 1	9.00	8.33	7.67	7.00	8.33	8.33	9.00	9.33	9.33
Consultant's Past Performance	30	See Note 3, Exhibit 1	25.33	26.33	22.00	24.67	25.00	27.67	26.00	23.67	28.00
Project Approach	25		23.33	23.33	22.67	20.33	23.00	24.33	21.67	22.00	22.33
Short List Interviews	30		28.50	88.33	82.00	81.67	88.00	26.50	21.50		26.50
Total	100		117.17	88.33	82.00	81.67	88.00	117.83	110.50	83.33	118.50

Exhibit 1 - Consultant Selection Rating Form Notes

- The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA and other agencies. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project inspector's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.
- The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, other agencies may be contacted.
- The consultant's past performance on similar projects shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested. The selection team may consult other agencies as appropriate.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.
- The consultant's workload and availability of qualified personnel, equipment and facilities shall be ranked and scored on a relative, differential scoring type basis. The scoring shall consider quantifiable concerns regarding the ability of a firm (or firms) rated higher in other categories to complete the work with staff members named in the letter of interest.

CITY OF URBANA, OHIO
RESOLUTION NO. 2589-20

A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATION AND THE DIRECTOR OF FINANCE OF THE CITY OF URBANA, TO APPLY, ACCEPT AND ENTER INTO A COOPERATIVE AGREEMENT FOR CONSTRUCTION OF THE WATER METER REPLACEMENT PROJECT BETWEEN THE CITY OF URBANA AND THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY

WHEREAS, the City of Urbana (hereinafter referred to as "LGA"); desires to replace its existing water meters and appurtenances due to this equipment being towards the end of its useful life expectancy; and

WHEREAS, the LGA desires to obtain a loan from Ohio Water Development Authority (hereinafter referred to as the "OWDA") to finance costs of the construction of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose on those terms;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, Ohio:

Section 1 That the LGA hereby approves the construction of the aforesaid Water Meter Replacement in cooperation with OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project" as set forth in Exhibit A ("the Cooperative Agreement") and hereby authorizes the Director of Administration and the Director of Finance of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section 2 That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3 That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City of Urbana, Ohio for the reason that the immediate construction of the Water Meter Replacement at the earliest possible time is necessary in order to protect the economic viability and accurate documentation of the potable water use; wherefore this ordinance shall be in full force and effect from and immediately after its passage.

Passed: _____


Marty Hess, Council President

Attest: _____

Amy Deere, Council Clerk

This Resolution approved by me this _____ day of _____, 2020.

Bill Bean, Mayor

Department requesting: Public Works (Water)		Personnel: C. Hall	Director of Law review 
Expenditure? Y (N)	Emergency? (Y) N	Public Hearing? Y (N)	
Readings required: (1) 2 3		If ye, dates advertised:	
First reading date: 09/15/2020	Second reading date:	Third/Final reading date:	

Anticipated effective date if approved: 09/16/2020

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 ("Rule 15c2-12") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB") through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is emma.msrb.org. The LGA acknowledges that the OWDA is not responsible for any of the LGA's required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a "Financial Obligation" under Rule 15c2-12.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OWDA General Counsel

OHIO WATER DEVELOPMENT
AUTHORITY

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA Legal Officer or Counsel

LGA: _____

By: _____

By: _____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.