

ORDINANCE NO.

AN ORDINANCE ENACTING CHAPTER 919 OF THE PAINESVILLE CODE OF 1998 “USE OF PUBLIC WAYS FOR SMALL CELL WIRELESS FACILITIES AND WIRELESS SUPPORT STRUCTURES”.

WHEREAS, Substitute House Bill 478 (Sub. H.B. 478) will go into effect on July 31, 2018; and

WHEREAS, Sub. H.B. 478 amends Ohio Revised Code Chapter 4939 to provide, among other things, that municipalities must permit wireless service providers, cable providers, video service providers, and their designated agents to attach small cell wireless facilities to municipally owned support structures located in the right-of-way, including on utility poles, traffic signals, and street lights and to construct, maintain, modify, operate, or replace a wireless support structure in the right-of-way; and

WHEREAS, this Council desires to regulate small cell facilities, new wireless support structures, and the persons and entities who desire to construct, operate, and maintain such facilities in the City of Painesville; and

WHEREAS, this Council believes that enacting Chapter 919 “Use Of Public Ways For Small Cell Wireless Facilities And Wireless Support Structures” of the 1998 Code of the Codified Ordinances of the City of Painesville, promotes the public health, safety and welfare of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Painesville , Lake County, State of Ohio, that:

Section 1. Chapter 919 “Use of Public Ways for Small Cell Wireless Facilities and Wireless Support Structures” of the 1998 Code, of the Codified Ordinances of the City of Painesville be enacted to read as follows:

**“CHAPTER 919”
USE OF PUBLIC WAYS FOR SMALL CELL WIRELESS FACILITIES AND
WIRELESS SUPPORT STRUCTURES**

**919.01 OVERVIEW, PURPOSE AND CONFLICTING ORDINANCES;
DEFINITIONS**

- (a) The purpose of this Chapter is to:
- (1) Provide standards for the construction, installation, modification, operation, and removal of Facilities and Wireless Support Structures in the City’s Right-of-Way to protect the health, safety, and welfare of the citizens of the City;
 - (2) Preserve the character of the City, including the City’s neighborhoods, downtown, and historic districts;
 - (3) Give guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe, and aesthetically pleasing installation of Facilities and Wireless Support Structures; and
 - (4) Comply with, and not conflict with or preempt, all applicable state and federal laws.
 - (5) The requirements of Chapter 919 that relate to small cell wireless facilities and wireless support structures in the public right of way shall take precedence over all conflicting ordinances of the Codified Ordinances.

- (b) For the purpose of this Chapter, and the interpretation and enforcement hereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:
- (1) “Applicant” means any person or entity who submits an Application pursuant to this Chapter.
 - (2) “Application” means all necessary documentation submitted by an Applicant to obtain a Small Cell Use Permit from the City to Collocate a Small Cell Facility and/or to construct, maintain, modify, operate, or replace a Wireless Support Structure.
 - (3) “Accessory Equipment” means equipment used in conjunction with a Small Cell Facility and generally at the same location of the Small Cell Facility, including, but not limited to, electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs.
 - (4) “City” means City of Painesville.
 - (5) “Collocation” or “Collocate” means to install, mount, maintain, modify, operate, or replace wireless Facilities on a Wireless Support Structure.
 - (6) “Design Guidelines” means standards applicable to Small Cell Equipment and Wireless Support Structures in the Right-of-Way, established in Appendix A.
 - (7) “Facilities” means Small Cell Facilities, Accessory Equipment, and Wireless Support Structures.
 - (8) “Facilities Operator” means the person or entity responsible for the installation, operation, maintenance, replacement, and modification of Facilities. Facilities Operator includes:
 - (i) Operators;
 - (ii) Applicants who applied for consent to Collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a new Wireless Support Structure pursuant to O.R.C. Section 4939.031(E) and who have obtained a Small Cell Use Permit; and
 - (iii) Applicants who applied for consent to collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a new Wireless Support Structure pursuant to O.R.C. Section 4939.033 and who have obtained a Small Cell Use Permit.
 - (9) “Eligible Facilities or Eligible Support Structure Request” means any request for modification of an existing support structure or base station that does not *substantially change* the physical dimension of such support structure involving Collocation of new Facilities; removal of Facilities; or replacement of Facilities. A substantial change means:
 - (i) A modification that changes the physical dimension of a Wireless Support Structure by increasing the height of the Wireless Support Structure by more than ten percent (10%) or more than ten (10) feet, whichever is greater; and/or by adding an appurtenance to the body of the Wireless Support Structure that would protrude from the edge of the Wireless Support Structure by more than six (6) feet;
 - (ii) The installation of more than the standard number of equipment cabinets for the technology involved or the installation of more than (4) cabinets, whichever is less;

- (iii) The installation for any new ground-mounted equipment cabinets if there are not existing ground-mounted equipment cabinets;
- (iv) Any excavation or deployment outside of the current site of the Facility;
- (v) Removal of any concealment elements of the Facilities or the Wireless Support Structure; and
- (vi) Any change that does not comply with this Chapter, the Design Guidelines set forth in Appendix A, or state or federal law and regulations.

The threshold for measuring increases that may constitute a substantial change are cumulative, measured from the Facilities as originally permitted (including any modifications that were reviewed and approved by the City prior to the enactment of the Spectrum Act on February 22, 2012.)

- (10) “Historic district” means a building, property, or site, or group of buildings, properties, or sites that are either of the following:
 - (i) Listed in the national register of historic places or formally determined eligible for listing by the keeper of the national register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the national register, in accordance with section VI.D.1.a.i-v of the nationwide programmatic agreement codified at 47 C.F.R. part 1, Appendix C;
 - (ii) A registered historic district as defined in section 149.311 of the Revised Code.
- (11) “Operator” means a wireless service provider, cable Operator, or a video service provider that operates a Small Cell Facility and provides wireless service, including a wireless service provider, cable operator, or a video service provider that provides information services as defined in the "Telecommunications Act of 1996," 110 Stat. 59, 47 U.S.C. 153(20), and services that are fixed in nature or use unlicensed spectrum.
- (12) “Public Way” or “Right-of-Way” means the surface of, and the space within, through, on, across, above or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a comparable public use, which is owned or controlled by the City or other public entity or political subdivision.
- (13) “Small Cell Facility” means a wireless facility that meets both of the following requirements:
 - (i) Each antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna with exposed elements, the antenna and all of its exposed elements can fit within an enclosure of not more than six (6) cubic feet in volume; and
 - (ii) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

- (14) “Small Cell Equipment” means a Small Cell Facility and all Accessory Equipment.
- (15) “Small Cell Use Permit” means the permit granted by the City authorizing the Applicant to Collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a Wireless Support Structure in the Right-of-Way.
- (16) “Underground Area” means an area in the Right-of-Way where existing electric utilities, cable facilities, telecommunications facilities and other facilities, other than structures and facilities owned by the City or a transit authority, are located underground.
- (17) “Wireless Support Structure” means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen-foot or taller sign pole, or utility pole capable of supporting Small Cell Facilities. As used in this Chapter, “Wireless Support Structure” excludes all of the following:
 - (i) A utility pole or other facility owned or operated by a municipal electric utility; and
 - (ii) A utility pole or other facility used to supply traction power to public transit systems, including railways, trams, streetcars, and trolleybuses.

919.02 CONSENT REQUIRED

- (a) Any person or entity seeking to Collocate a Small Cell Facility in the Right-of-Way, or to construct, maintain, modify, operate, or replace a Wireless Support Structure in the Right-of-Way, shall first file a written Application for a Small Cell Use Permit with the City Engineer in accordance with the requirements in this Chapter, Design Guidelines set forth in Appendix A, O.R.C. Chapter 4939, and all applicable state and federal laws and regulations.
- (b) Applicants are strongly encouraged to contact the City Engineer and request a pre-Application conference. This meeting will provide an opportunity for early coordination regarding proposed Facilities, locations, design, Application submittal, and the approval process in order to avoid any potential delays in the processing of an Application and deployment of Facilities in the City.
- (c) A Small Cell Use Permit granted under this Chapter shall not convey any right, title, or interest in the Right-of-Way, but shall be deemed a permit only to use and occupy the Public Ways for the limited purposes and term stated in the permit, this Chapter, and the Design Guidelines set forth in Appendix A. Further, no Small Cell Use Permit shall be construed as any warranty of title.

919.03 PERMIT APPLICATION TYPES

Applicants shall classify their Application as one of the following types:

- (a) Type 1: Eligible Facilities Requests.
- (b) Type 2: Application for Collocation of Small Cell Equipment on a Wireless Support Structure that does not constitute an Eligible Facilities Request.
- (c) Type 3: New Wireless Support Structure. Such applications will address construction, modification, replacement, or removal of a Wireless Support Structure within the Right-of-Way. At the time of Application, Applicants shall certify that Small Cell Equipment will be placed on the Wireless Support Structure within 180 days from the date the Small Cell Use Permit is issued.

919.04 CONSOLIDATED CONSENT APPLICATIONS

- (a) Pursuant to O.R.C. Section 4939.0312, an Applicant may file one consolidated application for up to thirty (30) individual small cell Facilities or thirty (30) individual Wireless Support Structures as long as the facilities or structures for which consent is requested are substantially similar.
 - (1) Small Cell Facilities shall be considered substantially similar when the Small Cell Equipment is identical in type, size, appearance, and function.
 - (2) Wireless Support Structures shall be considered substantially similar when the Wireless Support Structures are identical in type, size, appearance, and function and are to be located in a similar location.
 - (3) Applications for Facilities and Wireless Support Structures cannot be commingled.
- (b) The City may, at its discretion, require separate Applications for any Small Cell Facilities or Wireless Support Structures that are not substantially similar.

919.05 APPLICATION FEE

- (a) The fee for each application is Two Hundred Fifty Dollars (\$250.00). The City shall adjust the fee by ten percent (10%) every five years, rounded to the nearest Five (5) Dollars, beginning in the year 2023.
- (b) An Application shall not be deemed complete until the fee is paid.
- (c) If Applications are consolidated, then the fee shall be the sum resulting from the fee set forth in subsection (a) multiplied by the total number of Facilities or Wireless Support Structures included in the consolidated Application.

919.06 ATTACHMENT FEE

- (a) In addition to the Application Fee, an annual fee shall be paid to the City for each Small Cell Facility attached to a municipally-owned Wireless Support is Two Hundred Dollars (\$200.00). The City shall adjust the attachment fee by ten percent (10%) every five years, rounded to the nearest five (5) dollars, beginning in the year 2023.
- (b) The first-year attachment fee shall be paid when the collocation is complete, and no later than January 1 each year thereafter. The first-year attachment fee shall not be prorated, regardless of the date that the collocation is complete.

919.07 REQUIRED APPLICATION MATERIALS

The Applicant must submit the following documentation with each Application.

- (a) Completed Application form including the identity, legal status, and federal tax identification number of the Applicant, as well as all affiliates and agents of the Applicant that will use or be, in any way, responsible for the Facilities.
- (b) The name, address, and telephone number of the local officer, agent, or employee responsible for the accuracy of the application to be notified in case of emergency.
- (c) Fully dimensional scaled site plan (scale no smaller than one inch equals forty (40) feet). The site plan must include:
 - (1) The exact proposed location of the Facilities within the Right-of-Way;
 - (2) All existing Facilities with all existing transmission equipment;
 - (3) The location of all overhead and underground public utilities, telecommunications, cable, water, sanitary sewer, and storm water

drainage utilities in the Public Way within one hundred (100) feet surrounding the proposed Facilities.

- (4) The legal property boundaries within one hundred (100) feet surrounding the proposed Facilities;
 - (5) Indication of distance between the Facilities and existing curbs, driveways, sidewalks, trees, utilities, other poles, and existing buildings within one hundred (100) feet surrounding the proposed Facilities; and
 - (6) Access and utility easements within one hundred (100) feet surrounding the proposed Facilities.
- (d) Elevation drawings (scale no smaller than one inch equals ten (10) feet) of the proposed Facilities.
- (e) Evidence that the Applicant provided notice by mail to all property owners within 300 feet of the proposed Facilities prior to submitting the Application. The notice shall include:
- (1) Name of the Applicant;
 - (2) Estimated date Applicant intends to submit the Application;
 - (3) Detailed description of the proposed Facilities and the proposed location; and
 - (4) Accurate, to-scale photo simulation of the proposed Facilities. Scale shall be no smaller than one inch equals forty (40) feet.
- (f) A preliminary installation/construction schedule and completion date.
- (g) Structural calculations prepared, stamped and signed by an engineer licensed and registered by the State of Ohio showing that the Wireless Support Structure can accommodate the weight of the proposed small cell equipment.
- (h) Analysis demonstrating that the proposed Facilities do not interfere with the City's public safety radio system, traffic and emergency signal light system, or other City safety communications components. It shall be the responsibility of the Applicant to evaluate, prior to making the Application for a Small Cell Use Permit, the compatibility between the existing City infrastructure and Applicant's proposed Facilities.
- (i) A landscape plan that demonstrates screening of proposed small cell equipment.
- (j) Drawings of the proposed Facilities. For all equipment depicted, the Applicant must also include, if applicable:
- (1) The manufacturer's name and model number;
 - (2) Physical dimensions, including, without limitation, height, width, depth and weight with mounts and other necessary hardware; and
 - (3) The noise level generated by the equipment, if any.
- (k) If the Applicant is not an Operator, then the Applicant must provide proof that the Applicant has been engaged by a wireless service provider who will be the end-user of the Facilities.

919.08 APPLICATION REVIEW

- (a) Applications shall be evaluated in the timeframes as follows:
- (1) Type 1 Applications 60 days

- (2) Type 2 Applications 90 days
- (3) Type 3 Applications 120 days
- (b) Applications shall be reviewed for completeness. If the Application is incomplete, then the Applicant will be notified of the insufficiency, and the timeframes set forth in subsection (a) shall be tolled until the Application is made complete
- (c) The timeframes set out in subsection (a) may also be tolled as follows:
 - (1) If the City receives between 15-30 applications in a thirty-day period, then the City may toll for an additional twenty (20) days.
 - (2) If the City receives more than 30 applications in a thirty-day period, then the City may toll for an additional fifteen (15) days for every fifteen (15) applications received.
 - (3) By mutual agreement between the Applicant and the City.
 - (4) When an Applicant submits an underground area waiver pursuant to Appendix A; Underground Area Regulations of the Codified Ordinances, in which case the City may toll for an additional fourteen (14) days.
- (d) If two Applicants request to collocate on the same Wireless Support Structure or two Wireless Support Structures are proposed within a distance that would violate the spacing requirements set forth in Section 919.16, then the City Engineer may resolve the conflict in any reasonable and nondiscriminatory manner.
- (e) If a request for consent is denied, the City shall provide, in writing, its reasons for denying the request, supported by substantial, competent evidence. The denial of consent shall not unreasonably discriminate against the Applicant. Grounds for denying an Application may include, but are not limited to:
 - (1) Failure to provide information required under Section 919.07;
 - (2) Failure to comply with Design Guidelines set forth in Appendix A.
 - (3) Failure to provide financial surety pursuant to Section 919.15;
 - (4) Failure to remove abandoned Facilities as required under Section 919.12;
 - (5) Conflict with the historic nature or character of the surrounding area;
 - (6) Conflict with planned future improvements in the Right-of-Way; and
 - (7) Failure to comply with generally applicable health, safety, and welfare requirements.

919.09 PERMITTING PROCESS, DURATION, AND TERMINATION

- (a) Upon approval of its Application, an Applicant shall receive a Small Cell Use Permit indicating that the City has granted the Applicant consent to occupy the Right-of-Way.
- (b) A Small Cell Use Permit issued to an Operator shall have duration of no longer than ten (10) years. Permits may be renewed for five year terms.
- (c) A Small Cell Use Permit issued to a Facilities Operator who is not an Operator shall have a term of ten (10) years or the duration of the Facilities Operator's agreement with a wireless service provider provided pursuant to Section 919.06(k), whichever is shorter.
- (d) A Small Cell Use Permit shall not be renewed if the Facilities Operator or the Facilities are not in compliance with all applicable laws and regulations.

- (e) Pursuant to O.R.C. Section 4939.0314(E), a Small Cell Use Permit shall be deemed terminated if the Facilities Operator has not completed construction of the Facilities or has failed to attach Small Cell Equipment to a Wireless Support Structure within 180 days of issuance of the permit, unless the delay is caused by:
 - (1) Make-ready work for a municipally-owned Wireless Support Structure; or
 - (2) Due to the lack of commercial power or backhaul availability at the site, provided that the Operator has made a request for commercial power or backhaul services within sixty days after the Small Cell Use Permit was granted.

If the additional time to complete the installation exceeds three hundred sixty days (360) after the issuance of the permit, then the permit shall be deemed terminated regardless of the cause of the delay.
- (f) A Small Cell Use Permit for a new Wireless Support Structure shall be deemed terminated if the Facilities Operator fails to attach Small Cell Equipment to the new Wireless Support Structure within 180 days of issuance of the Small Cell Use Permit.
- (g) If the Facilities Operator fails to remit the annual attachment fee required pursuant to Section 919.10, then the Small Cell Use Permit will expire on the ninetieth (90th) day from the date the annual attachment fee was due.
- (h) A Small Cell Use Permit may be terminated by the Facilities Operator at any time upon service of 60-days written notice to the City.
- (i) Upon termination of a Small Cell Use Permit, the Facilities Operator shall restore and rehabilitate all City-owned Wireless Support Structures and the Right-of-Way to their former condition and utility.
- (j) The City shall not issue any refunds for any amounts paid by the Facilities Operator upon termination of the permit.

919.10 ANNUAL REGISTRATION

Facilities Operators shall comply with the annual registration requirements set forth in Chapter 915 Public Rights-of-Way.

919.11 NONCONFORMING FACILITIES

- (a) Facilities in the Right-of-Way that are legally in existence on the date of the adoption of this Chapter but that do not comply with the requirements of this Chapter may remain in the Right-of-Way but shall be considered a nonconforming facility.
- (b) Any person or entity who owns or operates a Nonconforming Facility shall register such facility pursuant to Chapter 915 Public Rights-of-Way OR Section 919.10 within ninety (90) days of the date this ordinance takes effect.
- (c) If a nonconforming facility is damaged or destroyed beyond repair, any replacement facility must be designed in accordance with all provisions of this Chapter, the Design Guidelines established in Appendix A, and state and federal law and regulations.

919.12 ABANDONED AND DAMAGED FACILITIES

- (a) A Facilities Operator shall provide written notice to the City of its intent to discontinue use of any Facilities. The notice shall include the date the use will be discontinued. If Facilities are not removed within three hundred sixty five (365) days from the date the use was discontinued, the Facilities shall be considered a nuisance and the City may remove the Facilities at the expense of the Facilities Operator.

- (b) In the event that Facilities are damaged, the Facilities Operator shall promptly repair the damaged Facilities. Damaged Facilities shall be repaired no later than thirty (30) days after obtaining written notice that the Facilities were damaged. If the damaged Facilities are not repaired within thirty (30) days, then the damaged Facilities shall be considered a nuisance and the City may repair or remove the Facilities at the expense of the Facilities Operator.

919.13 INSURANCE REQUIREMENTS

Facilities Operators shall comply with the insurance requirements set forth in Chapter 915.02(e) Public Rights-of-Way.

919.14 INDEMNIFICATION

A Facilities Operator shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates Small Cell Facilities and wireless service in the Right-of-Way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining Facilities in the Right-of-Way.

919.15 FINANCIAL SURETY

- (a) Each Facilities Operator must procure and provide to the City a bond, escrow, deposit, letter of credit, or other financial surety to ensure compliance with this Chapter and Chapter 4939. The financial surety must be in an amount sufficient to cover the cost of removal of all Facilities owned or operated by the Facilities Operator.
- (b) The City may, in its sole discretion, draw on the financial surety to remove abandoned Facilities, remove or repair damaged Facilities, or to repair damage to any City property caused by the Facilities Operator or its agent. In such event, the Facilities Operator shall cause the financial surety be replenished to its prior amount within ten (10) business days after City notifies the Facilities Operator that it has drawn on the financial surety.

919.16 RESERVED SPACE

The City reserves the right to install, and permit others to install, Facilities in the Right-of-Way. The City may reserve space in the Right-of-Way and on Wireless Support Structures for future utility, safety, or transportation uses. Such space may be reserved in an ordinance or plan approved by the City Manager, City Council, Building Official, or Planning Commission.

919.17 REMOVAL OR RELOCATION OF FACILITIES

- (a) The City may require a Facilities Operator to remove or relocate Facilities to accomplish construction and maintenance activities. The Facilities Operator shall remove or relocate the Facilities at no cost to the City. If the Facilities Operator fails to remove or relocate the Facilities within ninety (90) days of receiving a request to do so from the City, then the City may remove the Facilities at Facilities Operator's sole cost and expense, without further notice to the Facilities Operator.
- (b) If the Facilities are placed in a location other than the location approved by the City, the Facilities Operator shall relocate the Facilities within thirty (30) days of receiving notice that the Facilities are located improperly.

919.18 NOTICE OF WORK

- (a) A Facilities Operator shall notify the City Engineer of all nonemergency work within ten (10) calendar days prior to performing any upgrades or maintenance on

any Facilities, regardless of whether the work requires any permit or consent from the City.

919.19 CONSTRUCTION PERMIT

- (a) Facilities Operators are required to obtain a construction permit pursuant to Chapter 915.07 Public Rights-of-Way prior to commencing any of the following activities:
 - (1) Collocation of small cell equipment on a Wireless Support Structure;
 - (2) Replacement, modification, repair, or maintenance of small cell equipment;
 - (3) Construction, replacement, modification, repair, or maintenance of a Wireless Support Structure associated with a small cell facility; and
 - (4) Any excavation of the Right-of-Way in connection with the activities described in this subsection (a).
- (b) The construction permit fee shall be the fee set forth in Chapter 915.07.

919.20 EXCAVATION PERMIT

If a Facilities Operator must construct, reconstruct, alter, repair, remove, or replace any culvert, sidewalk, or driveway in any public street or road Right-of-Way, then the Facilities Operator shall obtain the required permit pursuant to Chapter 907 Excavations.

919.99 PENALTIES; EQUITABLE REMEDIES.

- (a) Any person or entity found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be fined not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) for each offense. A separate and distinct offense shall be deemed committed each day during or on which a violation occurs or continues.
- (b) Nothing in this Chapter shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Chapter.

Appendix A: SMALL CELL DESIGN GUIDELINES

The purpose of these Design Guidelines is to:

- (1) Protect the health, safety, and welfare of the citizens of the City;
- (2) Preserve the character of the City's neighborhoods and historic districts;
- (3) Give guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe, and aesthetically pleasing installation of Facilities; and
- (4) Comply with, and not conflict with or preempt, all applicable state and federal laws.

GENERAL STANDARDS

- (a) Facilities shall not be installed unless the Facilities are compliant with these Design Guidelines, Chapter 919 of the Codified Ordinances and any Application requirements, and all applicable local, state, and federal laws.
- (b) A Facilities Operator shall not construct, maintain, modify, operate, or replace any Facilities not clearly depicted in an Application for a Small Cell Use Permit.
- (c) All work shall be performed in a professional manner consistent with the highest standards of workmanship.

- (d) Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state, and local requirements.
- (e) Facilities shall not be installed in any location that causes any interference with the City's public safety radio system, traffic and emergency signal light system, or other City safety communications systems or system components.
- (f) The City may propose an alternative location for proposed Facilities up to one hundred (100) feet from the proposed location or within a distance that is equivalent to the width of the Public Way, whichever is greater. The Facilities Operator shall utilize the alternative location unless the Facilities Operator shows that the alternative location is not technically feasible.
- (g) Facilities shall not interfere with existing or planned street trees.
- (h) Signage shall be mounted on all new Facilities providing the Facilities Operator's name, an emergency contact phone number, an informational contact number, and all other information required by law. Unless otherwise prohibited by law, signage shall be discreet in color and shall match the Facilities and surrounding area and font size used on the sign shall be no smaller than 9 point font and no larger than 14 point font.
- (i) Unless otherwise required by law, all manufacturer stickers and decals shall be removed from Facilities.
- (j) Facilities shall be camouflaged using existing land forms, vegetation, and structures to screen the Facilities from view and to blend in with the surrounding built and natural environment.
- (k) The City may require the Facilities Operator to incorporate additional concealment elements before approving an Application. Concealment elements may include, but shall not be limited to, fencing, public art, strategic placement, and placement within existing or replacement street furniture.
- (l) Facilities shall not have any flashing lights, sirens, or regular noise other than a cooling fan that may run intermittently.
- (m) All hardware, including antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds, and other equipment mounted shall be painted in a color designated by the City, and the color shall match the Facilities. The City may require the Facilities Operator use a different, non-matching color on a case-by-case basis when the City determines a non-matching color would better fulfil the purposes of these Design Guidelines.
- (n) A Facilities Operator shall remove or paint over any graffiti on the Facilities at Facility Operator's sole expense as soon as practicable, but no later than ten (10) days from the date the Facilities Operator receives notice of the graffiti.

SPECIFICATIONS FOR COLLOCATION

- (a) Small Cell Equipment shall not interfere with the primary purpose of a Wireless Support Structure.
- (b) Small Cell Equipment to be attached to a Wireless Support Structure shall be attached at least six (6) feet above ground level. If Small Cell Equipment is projecting toward the street then the Small Cell Equipment shall be installed no less than sixteen (16) feet above ground level.

ANTENNAS

- (a) Antennas and Accessory Equipment must be capable of fitting within an enclosure not larger than six (6) cubic feet in volume.
- (b) Antennas and Accessory Equipment shall not increase the overall height of an existing Wireless Support Structure by more than five (5) feet.

- (c) Antennas mounted on a Wireless Support Structure shall be enclosed inside the Wireless Support Structure whenever possible and otherwise within a canister or other shroud. All Accessory Equipment associated with the antenna shall be concealed and shall not visibly protrude from the shroud or canister.
- (d) The width of the canister or other shroud encasing the antenna and Accessory Equipment shall not exceed the width of the narrowest portion of the Wireless Support Structure.
- (e) The enclosure or shroud shall be painted to match or compliment the Wireless Support Structure.
- (f) Antennas shall be installed in a manner that minimizes the visual impact to the general public.
- (g) Antennas shall not impair light or views from adjacent window(s).
- (h) Antennas located on the exterior of a Wireless Support Structure shall be top-mounted on a Wireless Support Structure. The City may approve a side-mounted antenna if, in the City's discretion, the side-mounted antenna would be more appropriate given the built environment, neighborhood character, overall site appearance or would otherwise promote the purposes in these Design Guidelines.

WIRELESS SUPPORT STRUCTURE-MOUNTED EQUIPMENT

- (a) All Wireless Support Structure-mounted Small Cell Equipment other than the antenna(s) and electric meter must be concealed within an equipment cabinet.
- (b) Equipment cabinets shall be mounted flush to the Wireless Support Structure.
- (c) Equipment cabinets shall be stacked together on the same side of the Wireless Support Structure and oriented away from any windows and doorways to minimize visual impacts thereupon.
- (d) The equipment cabinets must be non-reflective and painted, wrapped or otherwise colored to match the Wireless Support Structure.

GROUND-MOUNTED SMALL CELL EQUIPMENT

- (a) The City shall not approve the proposed location of ground-mounted Small Cell Equipment unless the Applicant (1) proposes the ground-mounted equipment in connection with a Collocation, and (2) shows that the equipment cannot be feasibly placed on the Wireless Support Structure or in an underground vault.
- (b) If technically feasible, Small Cell Equipment should be located in a vault buried underground rather than being ground-mounted. If underground placement is not technically feasible, ground-mounted Small Cell Equipment shall be contained in a shroud or cabinet.
- (c) All ground-mounted Small Cell Equipment shall be installed in a manner that minimizes the visual and ingress/egress impact to the general public.
- (d) Ground-mounted Small Cell Equipment shall be placed as far as practicable from pedestrian sidewalks and shall neither block nor be placed within the sidewalk in any way.

CABLES

- (a) All cables, conduit, and wiring shall be located inside conduit and inside the Wireless Support Structure or an equipment cabinet.
- (b) Excess cables and wiring shall not be spooled, coiled or otherwise stored on the exterior of the Wireless Support Structure unless within an enclosure. Cables shall not be externally visible.

ELECTRICAL METERS

- (a) Facilities Operators shall use flat-rate electric service when available in order to eliminate the need for a meter.
- (b) If a meter is required, then Facilities Operators shall use the smallest and least intrusive electric meter available. Whenever permitted by the electric service provider, the electric meter shall be painted to match the Wireless Support Structure.

UTILITY LINES

- (a) Service lines shall be underground to avoid additional overhead lines. The underground cables and wires must transition directly into the Wireless Support Structure base without any external junction box.

SPECIFICATIONS FOR REPLACEMENT OF WIRELESS SUPPORT STRUCTURES

- (a) A Facilities Operator shall be required to replace an existing Wireless Support Structure in the following circumstances:
 - (1) The Wireless Support Structure upon which the Applicant has proposed to Collocate Small Cell Equipment is deemed incapable of bearing the added weight of the Small Cell Equipment; or
 - (2) An existing Wireless Support Structure is located within 100 feet of the proposed site of a new Wireless Support Structure but the existing Wireless Support Structure is incapable of bearing the additional weight of the Small Cell Equipment.
- (b) Designs for replacement of Wireless Support Structures shall be as architecturally similar as possible to the existing Wireless Support Structure to be replaced unless otherwise approved by the City.
 - (1) All luminaire mast arms shall be the same length, arch, and style as the original luminaire arm, unless otherwise specified by the City.
 - (2) The City may require the Facilities Operator to install a new metal Wireless Support Structure rather than a new wood support structure.
- (c) Except in the S-1, R-1, R1-60, R-2, and B-1 zoning districts, the overall height of a replacement Wireless Support Structure, including proposed Collocated antenna, shall not be more than forty (40) feet in height above ground level. The overall height of a replacement Wireless Support Structure, including proposed Collocated antenna, shall not be more than thirty-five (35) feet in height above ground level in S-1, R-1, R1-60, R-2, and B-1 zoning district so long as there is no Wireless Support Structure or utility pole taller than thirty feet located within three-hundred (300) feet of the location of the proposed replacement Wireless Support Structure.
- (d) All existing signs, traffic signals, emergency signal detection units, video detection cameras, video cameras, crosswalk service buttons, crosswalk signals, and any other pedestrian or traffic devices shall be reinstalled or replaced with new units by the Facilities Operator at no cost to the City.
- (e) The concrete Wireless Support Structure foundation for the original Wireless Support Structure shall be removed either partially or completely by the Facilities Operator as instructed by the City.
 - (1) If partially removed, the original Wireless Support Structure foundation shall be taken back to a level that is twelve (12) inches below the existing grade and covered with four (4) inches of one-half (½) inch to three-

quarter ($\frac{3}{4}$) inch compose of rock material. The remaining eight (8) shall be native soil.

- (2) If the entire original Wireless Support Structure foundation must be removed, then all foundation materials (concrete, rebar, metals, bolts, etc.) shall be removed. The type of backfill material and compaction required is: (a) one-half ($\frac{1}{2}$) sack slurry for the entire depth in paved areas, and (b) one-half ($\frac{1}{2}$) sack slurry for the entire depth except the top twelve (12) inches will be native soil in landscaped areas.

SPECIFICATIONS FOR NEW WIRELESS SUPPORT STRUCTURES

- (a) New Wireless Support Structures shall be designed and constructed to accommodate Small Cell Equipment from at least two (2) wireless service providers on the same Wireless Support Structure.
- (b) New Wireless Support Structures shall maintain a distance of three hundred (300) feet from existing monopoles, or utility poles.
- (c) In residential districts, new Wireless Support Structures shall be located at the shared property line between two residential parcels where the parcels intersect the Right-of-Way.
- (d) In non-residential districts, new Wireless Support Structures shall be located between tenant spaces, storefront bays, or adjoining properties at the shared property lines where the parcels intersect the Right-of-Way.
- (e) New Wireless Support Structures shall not interfere with any metered parking space.
- (f) A new Wireless Support Structure shall not be located in front of a building entrance or exit.
- (g) Except in the S-1, R-1, R1-60, R-2, and B-1 zoning district, the overall height of a new Wireless Support Structure, including proposed Collocated antenna, shall not be more than forty (40) feet in height above ground level. The overall height of a new Wireless Support Structure, including proposed Collocated antenna, shall not be more than thirty-five (35) feet in height above ground level in the S-1, R-1, R1-60, R-2, and B-1 zoning district so long as there is no Wireless Support Structure or utility pole taller than thirty feet located within three-hundred (300) feet of the location of the proposed new Wireless Support Structure.
- (h) The City may require the Facilities Operator to install a metal Wireless Support Structure rather than a wood Wireless Support Structure. Wireless Support Structures shall be compatible with the surrounding utility poles of the area; metal or wood.

HISTORIC DISTRICT REGULATIONS

Except antennas, all Small Cell Equipment to be located in the Right-of-Way in the Historic Preservation Districts shall be located in an underground vault or shall be subject to such reasonable, technologically feasible, and non-discriminatory design or concealment measures as the City may specify, as long as such measures do not have the effect of prohibiting the Facilities Operator's provision of service. Such measures are not considered part of the small cell facility for purposes of facility size restrictions in this Chapter or Chapter 915 of the Codified Ordinances. A waiver submitted pursuant to Underground Area Regulations (d) will be considered if it is shown to be technologically infeasible.

UNDERGROUND AREA REGULATIONS

- (a) Subject to subsection (b), a Facilities Operator shall locate its Facilities underground in an Underground Area.

- (b) A Facilities Operator may replace an existing Wireless Support Structure or Collocate Small Cell Facilities on an Existing Wireless Support Structure even if the Wireless Support Structure is located in an Underground Area.
- (c) A Facilities Operator shall not install a new Wireless Support Structure in an Underground Area.
- (d) An Operator may apply to the City Engineer for a waiver of the underground placement requirement if the Operator is unable to achieve its service objective under the following circumstances:
 - (1) From a location in the public Right-of-Way where the prohibition does not apply;
 - (2) From a utility easement the service provider has the right to access; and
 - (3) From other suitable locations or structures made available by the City at reasonable rates, fees, and terms.
- (e) Submission of a waiver pursuant to subsection (d) is subject to the Facilities Operator's agreement to toll the timeframes set forth in Section 919.08(a) of the Codified Ordinances by fourteen (14) days.

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

Section 3. That this Ordinance is passed and adopted for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the proposed changes are necessary to ensure that any utility construction within the City's Rights-of-Way are permitted in a timely manner to protect residents and the City's infrastructure and therefore, this Ordinance shall be effective at the earliest date allowed by law.

PASSED:

EFFECTIVE:

Paul Hach, II
President of Council

Valerie Vargo
Clerk of Council

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 167.09, 167.11, 167.12, 167.141, 167.39, 167.41, 167.45, and 167.481 OF THE PAINESVILLE CODE OF 1998 RELATING TO THE CLASSIFICATION AND COMPENSATION PLAN, and DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION 1. That Section 167.09, 167.11, 167.12, 167.141, 167.39, 167.41, 167.45, and 167.481 is hereby amended to read as follows:

SECTION 167.09 UNCLASSIFIED POSITIONS AND COMPENSATION

THE FOLLOWING SHALL COMPRISE THE UNCLASSIFIED POSITIONS OF THE CITY, WITH SUCH CHANGES AS MAY BE MADE FROM TIME TO TIME BY CITY COUNCIL, BY AMENDMENT TO THIS SECTION, ALONG WITH THE RATE OF PAY FOR SUCH OFFICIALS AND EMPLOYEES:

ELECTIVE OFFICIALS

PRESIDENT OF COUNCIL.....	\$ 583.33	MONTHLY	
COUNCIL MEMBERS.....	\$ 500.00	MONTHLY	

ADMINISTRATIVE OFFICIALS

CITY MANAGER			
Effective December 12, 2016.....	\$4,423.08	BI-WEEKLY	(1)
Effective December 12, 2017.....	\$4,615.39	BI-WEEKLY	(1)
Effective December 12, 2018.....	\$4,807.70	BI-WEEKLY	(1)

DIRECTOR OF LAW			
Effective April 1, 2018.....	\$3,063.02	BI-WEEKLY	(1)
Effective April 1, 2019.....	\$3,139.60	BI-WEEKLY	(1)
Effective April 1, 2020.....	\$3,218.09	BI-WEEKLY	(1)

ASSISTANT LAW DIRECTOR/PROSECUTOR			
Effective April 1, 2018.....	\$1,531.49	BI-WEEKLY	
Effective April 1, 2019.....	\$1,569.78	BI-WEEKLY	
Effective April 1, 2020.....	\$1,609.02	BI-WEEKLY	

ASSISTANT LAW DIRECTOR			
Effective April 1, 2018.....	\$ 844.90	BI-WEEKLY	
Effective April 1, 2019.....	\$ 866.02	BI-WEEKLY	
Effective April 1, 2020.....	\$ 887.67	BI-WEEKLY	

CLERK OF COURT			
Effective April 1, 2015.....	\$2,585.58	BI-WEEKLY	(1)(3)
Effective April 1, 2016.....	\$2,650.22	BI-WEEKLY	(1)(3)
Effective January 1, 2017.....	\$2,853.60	BI-WEEKLY	(1)(3)

CLERK OF COUNCIL			
Effective April 1, 2018.....	\$ 18.82	HOURLY	(1)
Effective April 1, 2019.....	\$ 19.29	HOURLY	(1)
Effective April 1, 2020.....	\$ 19.77	HOURLY	(1)

*SUBJECT TO DEFERRED COMPENSATION AS DETERMINED BY CITY COUNCIL

OTHER POSITIONS

SCHOOL CROSSING GUARD.....	(2)
RECREATION ASSISTANT.....	(2)
CAMP COUNSELOR.....	(2)
SENIOR LEADER.....	(2)
RECREATION SPECIALIST.....	(2)

SENIOR (SEASONAL).....	(2)
CO-OP STUDENT TRAINEE.....	(2)
CLERK TYPIST (SEASONAL/PART-TIME).....	(2)
JUNIOR (SEASONAL).....	(2)
PARKING ENFORCEMENT OFFICER.....	(2) (1)
SPECIAL POLICE OFFICER/COURT SECURITY OFFICER.....	(2)
SPECIAL POLICE OFFICER/SWITCHBOARD OPERATOR (PART-TIME).....	(2)
PROBATION OFFICER.....	(2) (1)

- (1) WHICH SHALL BE ADJUSTED BY INTERNAL REVENUE SERVICE (I.R.S.) APPROVED PUBLIC EMPLOYEES RETIREMENT SYSTEM (P.E.R.S.) EMPLOYER "PICK-UP" PLAN.
- (2) AS DETERMINED BY THE CITY MANAGER.
- (3) SUBJECT TO ANNUAL COST OF LIVING INCREASE AS ESTABLISHED FOR THE MUNICIPAL COURT JUDGE.

VOLUNTEER POSITIONS

VOLUNTEERS ARE NOT REGULAR EMPLOYEES OF THE CITY BUT PERFORM SERVICES FOR THE CITY ON AN "ON CALL", "AS AVAILABLE" BASIS.

SPECIAL POLICE OFFICER

ENTRANCE.....	\$10.34 PER HOUR
AFTER ONE (1) YEAR.....	\$11.57 PER HOUR
AFTER THREE (3) YEARS.....	\$13.34 PER HOUR

PART-TIME FIREFIGHTER - EMT

ENTRANCE.....	\$13.00 PER HOUR
AFTER ONE (1) YEAR.....	\$14.00 PER HOUR
AFTER THREE (3) YEARS.....	\$15.00 PER HOUR

PART-TIME FIREFIGHTER PARAMEDIC

ENTRANCE.....	\$16.00 PER HOUR
AFTER ONE (1) YEAR.....	\$17.00 PER HOUR
AFTER THREE (3) YEARS.....	\$18.00 PER HOUR

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CLASSIFICATION AND COMPENSATION PLAN, CHAPTER 167

SECTION 167.11 SALARY AND HOURLY RATED EMPLOYEES

THE COMPENSATION PLAN FOR ALL SALARY AND HOURLY RATED EMPLOYEES FOR ALL NON-UNION POSITIONS, EXCEPT THOSE POSITIONS SPECIFICALLY DESIGNATED IN THE APPROPRIATE COMPENSATION SECTION, IS HEREBY ADOPTED ACCORDING TO THE FOLLOWING SCHEDULE, AS OF APRIL 1, 2004 AND MAY BE ADJUSTED BY THE PROVISIONS OF AN APPLICABLE EMPLOYER PENSION PICK-UP PLAN:

COMPENSATION PLAN EFFECTIVE APRIL 1, 2018 3%

		<u>BI-WEEKLY SALARY AND HOURLY RATES</u>					
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
		<u>INTERMEDIATE RATES</u>					
		<u>ENTR- ANCE RATE</u>	<u>AFTER 1 YEAR*</u>	<u>AFTER 2 YEARS*</u>	<u>AFTER 3 YEARS*</u>	<u>AFTER 4 YEARS*</u>	<u>MAXIMUM AFTER 5 YEARS*</u>
<u>GRADE</u>							
1	HOURLY	12.0538	12.6568	13.2894	13.9541	14.6519	15.3845
2	HOURLY	12.6568	13.2894	13.9541	14.6519	15.3845	16.1534
3	HOURLY	13.2894	13.9541	14.6519	15.3845	16.1534	16.9611
4	HOURLY	13.9541	14.6519	15.3845	16.1534	16.9611	17.8094
5	HOURLY	14.6519	15.3845	16.1534	16.9611	17.8094	18.6993
6	HOURLY	15.3845	16.1534	16.9611	17.8094	18.6993	19.6342
7	HOURLY	16.1534	16.9611	17.8094	18.6993	19.6342	20.6168
8	HOURLY	16.9611	17.8094	18.6993	19.6342	20.6168	21.6473
9	HOURLY	17.8094	18.6993	19.6342	20.6168	21.6473	22.7296
10	HOURLY	18.6993	19.6342	20.6168	21.6473	22.7296	23.8660
11	HOURLY	19.6342	20.6168	21.6473	22.7296	23.8660	25.0594
12	HOURLY	20.6168	21.6473	22.7296	23.8660	25.0594	26.3128
13	HOURLY	21.6473	22.7296	23.8660	25.0594	26.3128	27.6277
14	HOURLY	22.7296	23.8660	25.0594	26.3128	27.6277	29.0093
15	HOURLY	23.8660	25.0594	26.3128	27.6277	29.0093	30.4602
16	HOURLY	25.0594	26.3128	27.6277	29.0093	30.4602	31.9824
17	HOURLY	26.3128	27.6277	29.0093	30.4602	31.9824	33.5819
18	HOURLY	27.6277	29.0093	30.4602	31.9824	33.5819	35.2609

COMPENSATION PLAN EFFECTIVE APRIL 1, 2019 2.5%

BI-WEEKLY SALARY AND HOURLY RATES

		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
		<u>INTERMEDIATE RATES</u>					
<u>GRADE</u>		<u>ENTR- ANCE RATE</u>	<u>AFTER 1 YEAR*</u>	<u>AFTER 2 YEARS*</u>	<u>AFTER 3 YEARS*</u>	<u>AFTER 4 YEARS*</u>	<u>MAXIMUM AFTER 5 YEARS*</u>
1	HOURLY	12.3551	12.9733	13.6216	14.3030	15.0182	15.7691
2	HOURLY	12.9733	13.6216	14.3030	15.0182	15.7691	16.5572
3	HOURLY	13.6216	14.3030	15.0182	15.7691	16.5572	17.3851
4	HOURLY	14.3030	15.0182	15.7691	16.5572	17.3851	18.2547
5	HOURLY	15.0182	15.7691	16.5572	17.3851	18.2547	19.1668
6	HOURLY	15.7691	16.5572	17.3851	18.2547	19.1668	20.1251
7	HOURLY	16.5572	17.3851	18.2547	19.1668	20.1251	21.1322
8	HOURLY	17.3851	18.2547	19.1668	20.1251	21.1322	22.1885
9	HOURLY	18.2547	19.1668	20.1251	21.1322	22.1885	23.2978
10	HOURLY	19.1668	20.1251	21.1322	22.1885	23.2978	24.4627
11	HOURLY	20.1251	21.1322	22.1885	23.2978	24.4627	25.6859
12	HOURLY	21.1322	22.1885	23.2978	24.4627	25.6859	26.9706
13	HOURLY	22.1885	23.2978	24.4627	25.6859	26.9706	28.3184
14	HOURLY	23.2978	24.4627	25.6859	26.9706	28.3184	29.7345
15	HOURLY	24.4627	25.6859	26.9706	28.3184	29.7345	31.2217
16	HOURLY	25.6859	26.9706	28.3184	29.7345	31.2217	32.7820
17	HOURLY	26.9706	28.3184	29.7345	31.2217	32.7820	34.4215
18	HOURLY	28.3184	29.7345	31.2217	32.7820	34.4215	36.1424

COMPENSATION PLAN EFFECTIVE APRIL 1, 2020 2.5%

		<u>BI-WEEKLY SALARY AND HOURLY RATES</u>					
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
		<u>INTERMEDIATE RATES</u>					
<u>GRADE</u>		<u>ENTR- ANCE RATE</u>	<u>AFTER 1 YEAR*</u>	<u>AFTER 2 YEARS*</u>	<u>AFTER 3 YEARS*</u>	<u>AFTER 4 YEARS*</u>	<u>MAXIMUM AFTER 5 YEARS*</u>
1	HOURLY	12.6640	13.2976	13.9622	14.6606	15.3937	16.1633
2	HOURLY	13.2976	13.9622	14.6606	15.3937	16.1633	16.9712
3	HOURLY	13.9622	14.6606	15.3937	16.1633	16.9712	17.8197
4	HOURLY	14.6606	15.3937	16.1633	16.9712	17.8197	18.7110
5	HOURLY	15.3937	16.1633	16.9712	17.8197	18.7110	19.6460
6	HOURLY	16.1633	16.9712	17.8197	18.7110	19.6460	20.6282
7	HOURLY	16.9712	17.8197	18.7110	19.6460	20.6282	21.6605
8	HOURLY	17.8197	18.7110	19.6460	20.6282	21.6605	22.7432
9	HOURLY	18.7110	19.6460	20.6282	21.6605	22.7432	23.8802
10	HOURLY	19.6460	20.6282	21.6605	22.7432	23.8802	25.0743
11	HOURLY	20.6282	21.6605	22.7432	23.8802	25.0743	26.3280
12	HOURLY	21.6605	22.7432	23.8802	25.0743	26.3280	27.6449
13	HOURLY	22.7432	23.8802	25.0743	26.3280	27.6449	29.0264
14	HOURLY	23.8802	25.0743	26.3280	27.6449	29.0264	30.4779
15	HOURLY	25.0743	26.3280	27.6449	29.0264	30.4779	32.0023
16	HOURLY	26.3280	27.6449	29.0264	30.4779	32.0023	33.6015
17	HOURLY	27.6449	29.0264	30.4779	32.0023	33.6015	35.2820
18	HOURLY	29.0264	30.4779	32.0023	33.6015	35.2820	37.0460

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SECTION 167.12 ADMINISTRATION CLASS DEPARTMENT/DIVISION HEADS AND SENIOR SUPERVISORS

THE COMPENSATION PLAN FOR DEPARTMENT/DIVISION HEADS AND SENIOR SUPERVISORS AS DESIGNATED UNDER THE ADMINISTRATION CLASS, IN THE CLASSIFIED POSITIONS SECTION, IS HEREBY ADOPTED ACCORDING TO THE FOLLOWING SCHEDULE, WHICH MAY BE ADJUSTED BY THE PROVISIONS OF AN APPLICABLE EMPLOYER PENSION PICK-UP PLAN:

RATES EFFECTIVE APRIL 1, 2018 3%

<u>GRADE</u>		<u>MINIMUM RATE</u>	<u>MAXIMUM RATE</u>
19	Bi-Weekly	2,082.49	2,806.01
	Hourly	26.0311	35.0751
20	Bi-Weekly	2,186.66	2,946.35
	Hourly	27.3332	36.8294
21	Bi-Weekly	2,352.56	3,093.62
	Hourly	29.4070	38.6702
22	Bi-Weekly	2,410.76	3,248.30
	Hourly	30.1345	40.6037
23	Bi-Weekly	2,531.27	3,410.71
	Hourly	31.6408	42.6338
24	Bi-Weekly	2,581.72	3,478.69
	Hourly	32.2715	43.4836
25	Bi-Weekly	2,710.77	3,652.64
	Hourly	33.8846	45.6580
26	Bi-Weekly	2,846.31	3,835.26
	Hourly	35.5789	47.9407
27	Bi-Weekly	2,988.62	4,027.04
	Hourly	37.3578	50.3380

(NOTE: UPON APPROVAL OF CITY MANAGER ONLY)

RATES EFFECTIVE APRIL 1, 2019 2.5%

<u>GRADE</u>		<u>MINIMUM RATE</u>	<u>MAXIMUM RATE</u>
19	Bi-Weekly	2,134.55	2,876.16
	Hourly	26.6819	35.9520
20	Bi-Weekly	2,241.32	3,020.01
	Hourly	28.0166	37.7501
21	Bi-Weekly	2,411.37	3,170.96
	Hourly	30.1422	39.6369
22	Bi-Weekly	2,471.03	3,329.50
	Hourly	30.8879	41.6188
23	Bi-Weekly	2,594.55	3,495.97
	Hourly	32.4319	43.6997
24	Bi-Weekly	2,646.26	3,565.66
	Hourly	33.0783	44.5707
25	Bi-Weekly	2,778.54	3,743.96
	Hourly	34.7318	46.7995
26	Bi-Weekly	2,917.47	3,931.14
	Hourly	36.4684	49.1392
27	Bi-Weekly	3,063.34	4,127.72
	Hourly	38.2917	51.5965

(NOTE: UPON APPROVAL OF CITY MANAGER ONLY)

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RATES EFFECTIVE APRIL 1, 2020 2.5%

<u>GRADE</u>		<u>MINIMUM RATE</u>	<u>MAXIMUM RATE</u>
19	Bi-Weekly	2,187.92	2,948.06
	Hourly	27.3490	36.8508
20	Bi-Weekly	2,297.36	3,095.51
	Hourly	28.7170	38.6939
21	Bi-Weekly	2,471.66	3,250.23
	Hourly	30.8957	40.6279
22	Bi-Weekly	2,532.81	3,412.74
	Hourly	31.6601	42.6593
23	Bi-Weekly	2,659.41	3,583.37
	Hourly	33.2427	44.7922
24	Bi-Weekly	2,712.42	3,654.80
	Hourly	33.9053	45.6850
25	Bi-Weekly	2,848.00	3,837.56
	Hourly	35.6001	47.9695
26	Bi-Weekly	2,990.41	4,029.42
	Hourly	37.3801	50.3677
27	Bi-Weekly	3,139.92	4,230.91
	Hourly	39.2490	52.8864

(NOTE: UPON APPROVAL OF CITY MANAGER ONLY)

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SECTION 167.141 FLAT RATE LONGEVITY COMPENSATION PLAN

EFFECTIVE APRIL 1, 1997, ALL EMPLOYEES WHO ARE NOT RECEIVING LONGEVITY PAYMENTS UNDER THE "PERCENTAGE LONGEVITY" PLAN SHALL BECOME ELIGIBLE FOR LONGEVITY PAYMENTS PURSUANT TO THE BELOW SCHEDULE, ONLY. ANY EMPLOYEE RECEIVING LONGEVITY PAYMENTS UNDER THE "PERCENTAGE LONGEVITY" PLAN ON APRIL 1, 1997, SHALL CONTINUE TO RECEIVE PAYMENTS UNDER SUCH PLAN, INSTEAD OF THE NEW PLAN SET FORTH BELOW.

(A) ALL EMPLOYEES WHO HAVE TEN (10) YEARS OF SERVICE WITH THE CITY SHALL RECEIVE A ~~ONE THOUSAND THREE HUNDRED DOLLAR (\$1,300.00)~~ **ONE THOUSAND FIVE HUNDRED TWENTY DOLLAR (\$1,520)** INCREASE IF THEY HAVE AT LEAST SIX (6) MONTHS OF SATISFACTORY SERVICE AT THE MAXIMUM RATE IN THE PAY PLAN.

(B) ALL EMPLOYEES WHO HAVE FIFTEEN (15) YEARS SERVICE WITH THE CITY SHALL RECEIVE A ~~ONE THOUSAND EIGHT HUNDRED DOLLAR (\$1,800.00)~~ **TWO THOUSAND SEVENTY DOLLAR (\$2,070)** INCREASE IF THEY HAVE AT LEAST SIX (6) MONTHS OF SATISFACTORY SERVICE.

(C) ALL EMPLOYEES WHO HAVE TWENTY (20) YEARS SERVICE WITH THE CITY SHALL RECEIVE A ~~TWO THOUSAND THREE HUNDRED DOLLAR (\$2,300.00)~~ **TWO THOUSAND SIX HUNDRED TWENTY DOLLAR (\$2,620)** INCREASE IF THEY HAVE AT LEAST SIX (6) MONTHS OF SATISFACTORY SERVICE.

(D) ALL EMPLOYEES WHO HAVE TWENTY FIVE (25) YEARS SERVICE WITH THE CITY SHALL RECEIVE A ~~TWO THOUSAND EIGHT HUNDRED DOLLAR (\$2,800.00)~~ **THREE THOUSAND TWO HUNDRED EIGHTY DOLLAR (\$3,280)** INCREASE IF THEY HAVE AT LEAST SIX (6) MONTHS OF SATISFACTORY SERVICE.

(E) EMPLOYEES SHALL BE ELIGIBLE TO RECEIVE THE ANNUAL LONGEVITY AS PROVIDED ON THEIR ANNIVERSARY DATE. EMPLOYEES MAY ELECT TO HAVE THIS LONGEVITY PAYMENT PUT IN A DEFERRED COMPENSATION PROGRAM TO THE EXTENT PERMITTED BY LAW, PROVIDED SUCH EMPLOYEE NOTIFIES THE CITY OF SUCH ELECTION AT LEAST THIRTY (30) DAYS PRIOR TO HER/HIS ANNIVERSARY DATE.

FOR OVERTIME PURPOSES, THE LONGEVITY PAYMENT SHALL BE DIVIDED BY 2080 AND ADDED TO THE EMPLOYEE'S BASE RATE OF PAY.

THE CITY OF PAINESVILLE, OHIO
CLASSIFICATION AND COMPENSATION PLAN, CHAPTER 167

SECTION 167.39 COMPUTATION OF VACATION LEAVE CREDIT

(A) REGULAR, FULL TIME EMPLOYEES. EACH ELIGIBLE EMPLOYEE SHALL BE ENTITLED TO VACATION LEAVE CREDIT WITH PAY, in active pay status, shall be granted the following vacation leave with full pay for each year based upon their length of service as follows. Should an employee have less than 80 hours in active pay status, their vacation accrual will be prorated to reflect the percentage of hours in active pay status, IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>PERIOD OF CONTINUOUS SERVICE WITH CITY</u>	<u>HOURS OF VACATION LEAVE CREDIT EMPLOYEES FOR EACH COMPLETED 80 HOURS OF REGULAR TIME SERVICE PER PAY PERIOD (HOURS)</u>
(1) LESS THAN ONE YEAR*	3.08
(2) COMPLETED ONE YEAR	3.08
(3) COMPLETED FIVE YEARS	4.62
(4) COMPLETED TWELVE YEARS	6.15
(5) COMPLETED EIGHTEEN YEARS	7.69

*AS A RESULT OF INITIAL EMPLOYMENT, TERMINATION OF EMPLOYMENT, AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY, SEASONAL EMPLOYMENT.

(B) ACCUMULATION OF VACATION CREDIT DURING AUTHORIZED ABSENCES. EMPLOYEES ABSENT FROM WORK ON AUTHORIZED HOLIDAYS, DURING SICK LEAVE, VACATION, DISABILITY LEAVE, ON SPECIAL LEAVE OF ABSENCE WITH PAY, OR ON SPECIAL LEAVE OF ABSENCE WITHOUT PAY, NOT TO EXCEED THREE DAYS IN ANY ONE CALENDAR YEAR, SHALL CONTINUE TO ACCUMULATE VACATION CREDIT AT THE REGULARLY PRESCRIBED RATE DURING SUCH ABSENCE AS THOUGH THEY WERE PRESENT FOR DUTY.

(C) REGULAR, PART TIME EMPLOYEES. EACH ELIGIBLE EMPLOYEE SHALL BE ENTITLED TO VACATION LEAVE CREDIT FOR THE TIME ACTUALLY WORKED AT THE SAME RATE AS THAT GRANTED TO EMPLOYEES UNDER SUBSECTION (A) HEREOF.

(D) EFFECTIVE DATE OF VACATION LEAVE CREDIT. ELIGIBLE EMPLOYEES WHO ARE ACTIVELY EMPLOYED ON THEIR FIFTH, TWELFTH OR EIGHTEENTH ANNIVERSARY DATE OF EMPLOYMENT WITH THE CITY, SHALL HAVE THE VACATION LEAVE CREDIT REFERRED TO IN SUBSECTION (A) (3) TO (5) HEREOF, APPLIED RETROACTIVELY TO THE FIRST PAY PERIOD OF SUCH ANNIVERSARY YEAR.

(E) ROUND TO WHOLE HOURS. AS OF DECEMBER 31st OF EACH YEAR, ALL VACATION LEAVE CREDIT EARNED FOR A FULL CALENDAR YEAR SHALL BE ROUNDED TO THE NEAREST WHOLE HOUR.

THE CITY OF PAINESVILLE, OHIO
CLASSIFICATION AND COMPENSATION PLAN, CHAPTER 167

SECTION 167.41 SCHEDULING OF VACATION LEAVE

(A) EACH DEPARTMENT HEAD SHALL KEEP NECESSARY RECORDS OF VACATION LEAVE ALLOWANCE AND SHALL SCHEDULE VACATION LEAVES WITH PARTICULAR REGARD TO SENIORITY OF EMPLOYEES AND IN ACCORDANCE WITH OPERATING REQUIREMENTS, AND INSOFAR AS POSSIBLE, WITH THE WRITTEN REQUESTS OF EMPLOYEES.

(B) WHEN VACATION LEAVE IS USED, IT SHALL BE DEDUCTED FROM THE EMPLOYEE'S CREDIT ON THE BASIS OF ~~ONE (1) HOUR FOR EVERY ONE (1) HOUR~~ ONE-HALF HOUR FOR EVERY ONE-HALF HOUR, OR FRACTION THEREOF, OF ABSENCE FROM THE NORMAL WORK DAY.

(C) (1) WITH THE APPROVAL OF THE DEPARTMENT HEAD AND THE CITY MANAGER, AN EMPLOYEE MAY CARRY FORWARD, FROM ONE YEAR TO THE NEXT, UNUSED VACATION LEAVE NOT TO EXCEED THREE (3) WEEKS. HOWEVER, THE CITY MANAGER HAS THE AUTHORITY TO APPROVE ADDITIONAL CARRYOVER TIME WITH A WRITTEN REQUEST AND REVIEW.

(2) THE CITY MANAGER MAY ELECT TO COMPENSATE DEPARTMENT/DIVISION HEADS AND SENIOR SUPERVISORS AND CITY COUNCIL MAY ELECT TO COMPENSATE THE CITY MANAGER FOR UP TO ONE WEEK OF UNUSED VACATION WHEN CIRCUMSTANCES ASSOCIATED WITH CITY OPERATIONS PREVENT OR MAKE IT UNDESIRABLE FOR SUCH VACATION TO BE TAKEN PROVIDED THE EMPLOYEE CARRIES FORWARD THE MAXIMUM NUMBER OF WEEKS OF UNUSED VACATION PERMITTED BY THIS ORDINANCE.

(D) AN EMPLOYEE RETIRING OR TERMINATING EMPLOYMENT WITH THE CITY, MAY ELECT TO RECEIVE UNUSED EARNED VACATION LEAVE, AS TERMINATION PAY RATHER THAN SCHEDULING SUCH VACATION LEAVE DURING THE PERIOD PRIOR TO THE DATE OF RETIREMENT OR TERMINATION.

CLASSIFICATION AND COMPENSATION PLAN, CHAPTER 167

SECTION 167.45 SICK LEAVE FOR PART OF A DAY

WHEN SICK LEAVE IS USED, IT SHALL BE DEDUCTED FROM THE EMPLOYEE'S CREDIT ON THE BASIS OF ~~ONE (1) HOUR FOR EVERY ONE (1) HOUR~~ ONE-HALF HOUR FOR EVERY ONE-HALF HOUR, OR FRACTION THEREOF, OF ABSENCE FROM PREVIOUSLY SCHEDULED WORK.

Should an employee have less than 80 hours in active pay status, their sick leave accrual will be prorated to reflect the percentage of hours in active pay status. Unused sick leave shall continue to accumulate without limitations.

SECTION 167.481 BEREAVEMENT LEAVE

(A) IN THE EVENT OF DEATH IN THE EMPLOYEE'S IMMEDIATE FAMILY, THE EMPLOYEE SHALL BE GRANTED BEREAVEMENT LEAVE OF THREE (3) WORKING DAYS, WHICH MUST INCLUDE THE DAY OF THE FUNERAL, NOT TO AFFECT THE EMPLOYEE'S UNUSED SICK LEAVE CREDIT BALANCE. THIS THREE DAYS MAY BE EXTENDED AS SET FORTH IN SECTION (4) OF THE SICK LEAVE PROVISIONS OF THIS AGREEMENT, ARTICLE XVI.

(B) FOR THE PURPOSES OF BEREAVEMENT LEAVE, IMMEDIATE FAMILY SHALL MEAN: SPOUSE, CHILD, GRANDCHILD, MOTHER, MOTHER-IN-LAW, FATHER, FATHER-IN-LAW, SISTER, SISTER-IN-LAW, BROTHER, BROTHER-IN-LAW, DAUGHTER-IN-LAW, SON-IN-LAW, GRANDPARENTS, GRANDPARENTS-IN-LAW, LEGAL GUARDIAN, OR ANY PERSON WHO STANDS IN THE PLACE OF A PARENT (LOCO PARENTIS).

(C) AN EMPLOYEE MAY REQUEST UP TO THREE (3) DAYS OF SICK LEAVE TO ATTEND THE FUNERAL OF THE FOLLOWING: DOMESTIC PARTNER, AUNT, UNCLE, OR COUSIN.

~~(C)~~ (D) THE DEPARTMENT HEAD MAY, AT HIS DISCRETION, REQUIRE VERIFICATION OF ATTENDANCE FROM THE FUNERAL DIRECTOR PRIOR TO GRANTING/AUTHORIZING SUCH LEAVE.

UNION EMPLOYEES, REFER TO YOUR COLLECTIVE BARGAINING AGREEMENT, ARTICLE XIX, BEREAVEMENT LEAVE.

SECTION II. That this Ordinance is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to amend the Classification and Compensation Plan for the affected employees, and therefore, this Ordinance shall be effective immediately.

PASSED:

EFFECTIVE:

Paul W. Hach, II
President of Council

ATTEST:

Valerie Vargo

Clerk of Council

RESOLUTION NO.

A RESOLUTION APPROVING THE SOLID WASTE
MANAGEMENT PLAN UPDATE (April, 2018)
OF THE LAKE COUNTY SOLID WASTE MANAGEMENT
DISTRICT, and DECLARING AN EMERGENCY

WHEREAS, the Board of County Commissioners of Lake County has established the Lake County Solid Waste Management District (the “District”) and established and convened a “Solid Waste Management Policy Committee” (the “Policy Committee”) in accordance with Section 3734 of the Revised Code to prepare a “Solid Waste Management Plan” (the “Plan”) for the District as required by Section 3734.54; and

WHEREAS, the Solid Waste Management District Policy Committee pursuant to law has reviewed the original Plan, the December 2011 Plan Update and it has issued an additional Plan Update. Further said Committee has adopted the aforesaid 5-Year Solid Waste Plan Update as of April 26, 2018; and

WHEREAS, upon receiving or determining approval of the 5-Year Update Plan by (1) the County Commissioners, (2) the legislative authorities of the municipal corporation having the largest population within boundaries of the county of the district, and (3) at least 60% of the population of the combined municipal corporations and townships within the district, the District Policy Committee must ratify the Updated Solid Waste Management Plan prior to submitting it to Ohio EPA for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, STATE OF OHIO:

SECTION 1. That the 5-Year Solid Waste Plan Update (April, 2018) is approved in the form submitted to Council and presently on file with the Clerk of Council and the Administration.

SECTION 2. That the Clerk of Council is hereby authorized and directed to mail or otherwise deliver promptly a certified copy of this Resolution to the Solid Waste Management District Coordinator.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption at the earliest period allowed by law.

PASSED:

ATTEST:

Valerie Vargo
Clerk of Council

Paul Hach
President of Council

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION
OF THE 2021-2026 FIXED VOLUME ENERGY SUPPLY SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. (“AMP”)**

WHEREAS, the City of Painesville, Ohio (the “Municipality”) is a political subdivision organized and existing pursuant to the laws of the state of Ohio which owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers;

WHEREAS, Municipality has executed a Master Services Agreement with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt (“MW”) or megawatt hour (“MWh”) blocks for a term beginning on January 1, 2021 and ending no later than December 31, 2026, all of which will provide an economical source of electric energy (herein “Long Term Energy Purchase(s)”) for Municipality;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Long Term Energy Purchase(s) on a long term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$35.00 per MWh;

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a 2021-2026 Fixed Volume Energy Supply Schedule, pursuant to which the Municipality may purchase energy; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long Term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long Term Energy Purchase(s), to take actions contemplated by the resolution hereinafter set forth and to determine that the same are in the public interest.

NOW THEREFORE, BE IT [ORDAINED/RESOLVED] BY THE COUNCIL OF THE CITY OF PAINESVILLE, OHIO.

SECTION 1. That the form of the 2021-2026 Fixed Volume Energy Supply Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the City Manager be authorized to execute the 2021-2026 Fixed Volume Energy Supply Schedule and to acquire the Municipality's energy from one or more Long Term Energy Purchase(s), each with a term beginning on January 1, 2021 and ending no later than December 31, 2026, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$35.00 per MWh for purchases, from AMP, and is further authorized to execute and deliver any and all documents necessary to participate in one or more Long Term Energy Purchase(s), pursuant to the conditions set forth herein, as set forth in the 2021-2026 Fixed Volume Energy Supply Schedule; provided, however, that (i) the total MW for all such purchases under the 2021-2026 Fixed Volume Energy Supply Schedule.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the 2021-2026 Fixed Volume Energy Supply Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this [Ordinance/Resolution] were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this resolution shall be unaffected by such adjudication and all the remaining provisions of this resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 6. That this resolution shall take effect at the earliest date allowed by law.

CITY OF PAINESVILLE, OHIO
2021-2026 FIXED VOLUME ENERGY SUPPLY SCHEDULE
AMP Contract No. 2021-004548-SCHED

A Schedule to
American Municipal Power, Inc.
and
CITY of PAINESVILLE, OHIO
Master Service Agreement No. C-3-2006-5001

WHEREAS, the City of Painesville, Ohio (the “Municipality”) and American Municipal Power, Inc. (“AMP”), collectively (“Parties”), have entered into a Master Service Agreement (“Agreement”) under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy, the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality; and

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt (“MW”) or megawatt hour (“MWh”) blocks for a term beginning on January 1, 2021 and ending no later than December 31, 2026, all of which will provide an economical source of electricity energy (herein “Long Term Energy Purchase(s)”) for Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties do hereby mutually agree as follows:

ARTICLE I
TERM

SECTION 101 – CONTRACT TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2021 and ending no later than December 31, 2026.

ARTICLE II
CONTRACT QUANTITIES AND RATE

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point;
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another power supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy supplied to the Municipality.

The Long Term Energy Purchases anticipated to be executed as transaction confirmations between AMP and third party power suppliers for the benefit of Municipality are listed in the following table. The Municipality's Authorized Representative as designated in Section 402 (or his/her designee) shall be authorized to approve purchases (and execute necessary transaction confirmations) of energy with a term beginning on January 1, 2021 and ending no later than December 31, 2026 as set forth in the table below. Additionally, the third party power supply contract prices of all energy purchases made under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) shall not exceed \$35.00 per MWh for purchases.

Term	Total Planned Purchase	Description	Days/Week	Hours/Day	Supplier
January 1, 2021 – December 31, 2026	2 MW	7 x 24	7	24	TBD via steps 1 – 4 below

SECTION 202 – PROCEDURES FOR AUTHORIZATION OF ENERGY SUPPLY ACQUISITION AND SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality’s Authorized Representative, to implement the Long Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality’s Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP’s recommended Long Term Energy Purchases that meet the requirements of Section 201 and the table set forth therein prior to executing a transaction confirmation with a third party power supplier. AMP will provide power supply recommendations to Municipality’s Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality’s Authorized Representative approves AMP’s recommendation and authorizes acquisition of the Long Term Energy Purchase over a recorded telephone line or through E-mail, then AMP shall acquire the Long Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality’s Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third party power supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Purchase is finalized and a supplier transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.

ARTICLE III **DELIVERY POINT**

SECTION 301 – DELIVERY POINTS: The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the energy supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers with whom AMP transacts on behalf of the Municipality or as otherwise agreed to by the Parties. In the event of default of a power supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third party supplier default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of

any Supplier Default which may result in AMP's purchase of replacement energy for Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies purchased pursuant to this Schedule or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third party power supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully restated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the City Manager or the City Manager's designee until modified by written notice to AMP by the Municipality.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

**CITY OF PAINESVILLE,
OHIO**

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

By: _____

Marc S. Gerken, P.E.

Title: President/CEO

Date: _____

APPROVED AS TO FORM:

Lisa G. McAlister
Sr. Vice President and General Counsel
for Regulatory Affairs

CITY OF PAINESVILLE, OHIO,

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION
OF REMAINING REQUIREMENTS ENERGY SUPPLY SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. (“AMP”)**

WHEREAS, the City of Painesville, Ohio (the “Municipality”) is a political subdivision organized and existing pursuant to the laws of the State of Ohio, which owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and customers;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers;

WHEREAS, Municipality has executed a Master Services Agreement with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy for a term beginning on January 1, 2021 and ending no later than December 31, 2023, which will provide an economical source of electric energy (herein “Long Term Energy Purchase(s)”) for Municipality and other AMP Members;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Long Term Energy Purchase(s) on a long term basis to Municipality at contract cost (excluding any taxes, transmission costs,

replacement energy, losses, congestion costs, security costs or AMP service fees) not to exceed \$40.00 per MWh;

WHEREAS, AMP has prepared and delivered to the Municipality the form of a Remaining Requirements Energy Supply Schedule, pursuant to which the Municipality may purchase electric energy;

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long Term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long Term Energy Purchase(s), to take actions contemplated by the resolution hereinafter set forth and to determine that the same are in the public interest; and

WHEREAS, in recognition of the unique nature of the Purchases described herein, competitive bidding is not required on the Municipality's purchase of energy, through the Remaining Requirements Energy Supply Schedule, however, any competitive bidding requirement that might otherwise be applicable for the purchase of any energy through the execution of the Remaining Requirements Energy Supply Schedule authorized by this resolution, should be waived.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, OHIO.

SECTION 1. That the form of the Remaining Requirements Energy Supply Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the City Manager is hereby authorized to execute the Remaining Requirements Energy Supply Schedule and to acquire the Municipality's energy from Long Term Energy Purchase(s), with a term beginning on January 1, 2021 and ending no later than December 31, 2023, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$40.00 per MWh, and is further authorized to execute and deliver any and all documents

necessary to participate in Long Term Energy Purchase, pursuant to the conditions set forth herein, as set forth in the Remaining Requirements Energy Supply Schedule.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the Remaining Requirements Energy Supply Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this resolution shall be unaffected by such adjudication and all the remaining provisions of this resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 6. That this resolution shall take effect at the earliest date allowed by law.

PASSED:

Paul W. Hach, II
President of Council

ATTEST:

Valerie Vargo
Clerk of Council

CITY OF PAINESVILLE, OHIO
2021-2023 REMAINING REQUIREMENTS ENERGY SUPPLY SCHEDULE
AMP Contract No. 2021-004549-SCHED

A Schedule to
American Municipal Power, Inc.
and
City of Painesville, Ohio
Master Service Agreement No. C-3-2006-5001

WHEREAS, the City of Painesville, Ohio (“Municipality”) and American Municipal Power, Inc. (“AMP”) collectively (“Parties”) have entered into a Master Service Agreement (“Agreement”) under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy, the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality; and,

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy for a term beginning on January 1, 2021 and ending no later than December 31, 2023, which will provide an economical source of electric energy (herein “Long Term Energy Purchase(s)”) for Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I
TERM

SECTION 101 – CONTRACT TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2021 and ending on December 31, 2023.

ARTICLE II
CONTRACT QUANTITIES AND RATE

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point;
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another power supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy supplied to the Municipality.

The Long Term Energy Purchases anticipated to be executed as a transaction confirmation between AMP and third party power suppliers for the benefit of Municipality will be a remaining requirements product (subject to final pricing upon execution). The Municipality authorizes AMP to purchase the remaining requirements energy on behalf of the Municipality with a term beginning on January 1, 2021 and ending no later than December 31, 2023, so long as the third party energy supply contract price for energy purchased under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs or AMP service fees) does not exceed \$40.00 per MWh.

SECTION 202 – PROCEDURES FOR POWER SUPPLY ACQUISITION AND SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized

Representative, to implement the Long Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP's recommended Long Term Energy Purchases that meet the requirements of Section 201 prior to executing a transaction confirmation with a third party power supplier. AMP will provide power supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long Term Energy Purchase over a recorded telephone line or through E-mail, then AMP shall acquire the Long Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third party power supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Purchase is finalized and transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.

ARTICLE III
DELIVERY POINT

SECTION 301 – DELIVERY POINTS: The delivery point(s) for electric energy to be

delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the power supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers with whom AMP transacts on behalf of the Municipality or as otherwise agreed to by the Parties. In the event of default of a power supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third party supplier default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default which may result in AMP's purchase of replacement energy for Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies purchased pursuant to this Schedule or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes, other energy; provided that such

substitute energy be of a similar firmness and reliability as that made available under the third party power supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully repeated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the City Manager or the City Manager's designee until modified by written notice to AMP by the Municipality.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

**CITY OF
PAINESVILLE, OHIO**

AMERICAN MUNICIPAL POWER, INC.

By: _____

By: _____

Marc S. Gerken, P.E.

Title: _____

Title: President/CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel

Lisa G. McAlister
Senior Vice President and General
Counsel for Regulatory Affairs

RESOLUTION NO

A RESOLUTION ADOPTING THE 2019 TAX BUDGET FOR THE CITY OF PAINESVILLE, OHIO AND DECLARING AN EMERGENCY,

WHEREAS, A Tax Budget for the City of Painesville, Ohio for the year 2019 has been presented to Council at the hearing held thereon, as required by law;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO, NOT LESS THAN TWOTHIRDS MEMBERS THEREOF CONCURRING:

SECTION I. That the Tax Budget of the City of Painesville, Ohio for the year 2018 therefore be filed and same is adopted and the Clerk is hereby instructed to forward two copies thereof to the Auditor of Lake County, Ohio.

SECTION II. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to adopt the 2019 Tax Budget in accordance with applicable provisions of the Ohio Revised Code, and, therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

Paul Hach III
President of Council

ATTEST:

Valerie Vargo
Clerk of Council

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAKE COUNTY TO PROVIDE WATER SERVICE TO A SERVICE AREA THAT INCLUDES THE COUNTY'S FORMER PAINESVILLE SEWER DISTRICT NOS 2 AND 4 AND THAT PORTION OF THE TERRITORY WITHIN THE FORMER CONCORD SEWER DISTRICT NOT THEN SERVED BY THE OHIO WATER SERVICE COMPANY.

WHEREAS, the City of Painesville and Lake County mutually agree to enter into this agreement; and

WHEREAS, by reason of changed circumstances and conditions and for good and sufficient consideration as hereinafter recited, the City and County have determined mutually to enter into this new agreement so as to revise and restate their respective obligations each to the other with respect to the "Existing Service Area" and related territory, and, except as otherwise expressly provided for herein, to supersede for the purpose of all previous agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:

Section 1. That the City Manager be and is hereby authorized and directed to enter into an agreement with the Lake County Board of Commissioners to provide water service to the Service Area pursuant to the terms and conditions, or those similar thereto, as set forth in the agreement currently on file in the City Manager's office.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 and is passed as an emergency measure for the immediate preservation of the public peace, health, safety and general welfare of the citizens of the City of Painesville, the emergency being that the immediate passage is necessary so as to meet filing deadlines, and therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

Paul W. Hach II
President of Council

ATTEST:

Valerie Vargo
Clerk of Council

WATER SERVICE AGREEMENT

THIS AGREEMENT made and entered into on _____ by and between the City of Painesville, Ohio (the City), duly authorized by Ordinance No. _____ passed by its Council on _____, and the County of Lake, Ohio (the County), duly authorized by a resolution adopted by its Board of County Commissioners on _____:

WHEREAS, the City and the County (collectively, the Contracting Parties) have heretofore entered into an agreement most recently under date of _____ and the amendments thereto referred to therein (collectively, the Prior Agreements) and granting to the City the right and requiring the City to provide, upon certain terms and conditions, water service to the area (Service Area) comprised of the territory within the County's former Painesville Sewer District Nos, 2 and 4 and that portion of the territory within its former Concord Sewer District not then served by Ohio Water Service Company (OWS) for a term ending on _____, unless extended subsequently in accordance with provisions authorizing that action; and

WHEREAS, by reason of changed circumstances and conditions and for good and sufficient consideration as hereinafter recited, the City and County have determined mutually to enter into this new Agreement so as to revise and restate their respective obligations each to the other with respect to the Existing Service Area and related territory, and, except as otherwise expressly provided for herein, to supersede for the purpose of all previous agreements

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and of other good and valuable considerations, the Contracting Parties do hereby agree that:

1. The City hereby agrees to supply such amounts of water as shall be available from its waterworks system and as may be needed for the purpose of serving users within the Service Area and for fire protection therein, and the water so supplied shall be of the same standard and quality as that furnished by the City to users within its corporate limits. In the event, however, of damage to the City's system or other emergencies preventing the City's compliance with the service provisions of this Agreement, the water supply to the Service Area may be shut off by the City in whole or in part as needed and without notice, and any such suspension of water service or any inadequacy of water

pressure for reasons beyond the control of the City shall in no case render the City liable for damages to any person, firm, corporation or public entity.

2. The City shall maintain, repair and operate at its expense the water distribution system in the Service Area. Its services shall include the direct billing of rates and other charges to users of the system within that Area.
3. The City shall, whenever feasible and practicable and as promptly as possible but subject to the availability of the required funds, construct the additional transmission and distribution mains and pumping, storage and other facilities necessary to provide an adequate supply of water to users within the Service Area. Those mains and facilities shall be constructed by the City at its expense and discretion.
4. The water rates to be charged by the City to users within the Service Area and to be billed by the City in accordance with Section 2 hereof shall be such reasonable rates as may be established by the City from time to time, but shall not exceed by more than 100% the rates charged to similar users or classes of users within its corporate limits
5. During the original term of this Agreement, or as that term is extended in accordance with Section 10 hereof, the County, unless required by the law of Ohio or by a governmental authority having jurisdiction in the premises, shall take no action, or in any manner aid or assist any others in taking any action, to effect the construction or operation of any public water system in the Service Area or to secure a source of water supply for any users in that Area other than that provided for in this Agreement.
6. The City shall have the right to use any water facilities heretofore or hereafter constructed in whole or in part to serve the Service Area for the purpose of supplying water outside that Area. The City shall install, maintain and own any metering necessary and shall pay the current retail rate to supply water outside that Area and make any improvements necessary if that Area is expanded.
7. Notwithstanding any other provisions of this Agreement to the contrary, the County shall have the right to construct, maintain and operate trunk mains for the transmission of water within or through the Service Area, but it shall not sell or distribute water from such mains within that Area without the written consent of the City.

8. If a Township property owner petitions the Board of County Commissioners for water service in the Service Area, the following procedure shall be followed for determining assessments. Painesville City will provide information to help the property owners get the project designed and approved. The City shall require a deposit from the requesting property owners to cover the entire cost of design. The deposit will be applied to the final assessment cost determination for the property owners only if the project is constructed as an assessment project. The design deposit will not be refunded if the project is not constructed. The County will consider an assessment after plans and estimates are approved by the City of Painesville.
9. In the event that any part of the Service Area is annexed to the City, the County shall, subject to the further provisions of this Section, convey to the City all such right, title and interest as it may have in any completed water improvement constructed in the annexed territory. The County, however, shall retain, and any such conveyance shall provide for the retention of, the right to the joint use for the benefit of the remaining territory in the Service Area of the improvement so conveyed. In the event that the proceedings of the County for the construction of any such improvement provide for the levy of special assessments against the properties benefited thereby, no such conveyance shall be made until such assessments have been levied and the bonds of the County to be issued in anticipation of the collection of the unpaid assessments have been delivered to and paid for by the purchaser thereof, and no such conveyance shall affect the validity of such unpaid assessments
10. This Agreement shall be effective as of the date of its execution and shall remain in effect for a period ending on December 31, 2032, and for successive periods of fifteen years thereafter unless terminated sooner in accordance with the further provisions of this Section; Each of the Contracting Parties shall have the right to terminate this Agreement on December 31, 2031, or at the end of any subsequent fifteen-year period, upon tendering to the other written notice of an intention to do so at least twelve months prior to the end of the period when the termination is to occur.
11. In the event that this Agreement is terminated as provided in Section 10 hereof, the City shall convey to the County all such right, title and interest as it may have in any water facilities constructed in the Service Area and at the time of termination lying outside the

corporate limits of the City and used solely for the purpose of supplying water to users in that Area. The County shall pay to the City at that time and as compensation for those facilities and improvements an amount equal to the City's investment therein based upon the cost to the City of constructing such facilities after deducting 2% annual straight-line depreciation. The County will also assume all existing debt incurred for water improvements to the area as calculated below. For the purpose of determining the City's investment, an annual report shall be submitted to the County Sanitary Engineer itemizing all capital expenses itemizing cash and debt made by the City in constructing such facilities and improvements. The report will include improvements made outside the service Area necessary to provide water to users within the Service Area. The County shall verify annual receipt of the report in writing to the City Finance Director. If no report is received by the County by March 31 of the following year, the County shall request in writing from the City Finance Director such report. If no report is received by the County Sanitary Engineer within 30 days of the written request, then no improvements were made for that year.

12. The Board and the City hereby agree that any prior agreement(s), contract(s), or communication(s), either written or oral, between the City and the Board or their agents or employees concerning provision of water by the Board to the City are superseded by this Agreement.
13. This Agreement shall become effective upon execution by the last of the parties to do so and shall continue in effect until terminated.
14. In the event that any provision of this Agreement is found to be contrary to the laws of the State of Ohio by any court of competent jurisdiction, such determination shall not invalidate any other provision or provisions of the Agreement, which shall continue in full force and effect.
15. This agreement is entered in to and enforceable in Lake County, Ohio and shall be governed by Ohio law. In the event that any dispute arises among the parties based in whole or part on this Agreement, it shall be submitted to a court of competent jurisdiction in Painesville, Lake County, Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth after their names with intent to be legally bound.

LAKE COUNTY BOARD OF COMMISSIONERS

CITY OF PAINESVILLE

Jerry C. Cirino

Monica S. Irelan
City Manager

John R. Hamercheck

Daniel P. Troy

APPROVED AS TO FORM:
CHARLES E. COULSON, PROSECUTING ATTORNEY

By: _____
Michael L. DeLeone
Assistant Prosecuting Attorney

APPROVED AS TO FORM:
CITY OF PAINESVILLE

By: _____
Joseph Gurley
Director of Law

Legend

Water Service Agreement

Jurisdiction

Painesville City Water Franchise Area 2018

