



**CITY OF SANDUSKY COMMISSIONERS
REGULAR SESSION AGENDA
January 24, 2011 at 5 p.m.
City Hall, 222 Meigs Street**

INVOCATION, PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

P. Brown, D. Kaman, J. Hamilton, R. Brady, J. Farrar, D. Waddington & D. Cole
January 10, 2011

APPROVAL OF MINUTES

AUDIENCE PARTICIPATION

Agenda items listed below only (3 minute limit)

PRESENTATIONS

Interim Police Chief Jim Lang RE School Resource Officer Dana Newell

Dr. Kirk Halliday RE Conestoga program

Carrie Handy RE Update on progress of Weed & Seed program

COMMUNICATIONS

Motion to accept all Communications submitted below

ITEM #1 – Submitted by Todd Roth, P.E., P.S., Director of Planning, Engineering & Design

TABLED: 11.22.10 AND 12.13.10

ORDERED IN: 1.10.11

Budgetary Information: The initial annual amount for continuing to participate with the Erie County NPDES Phase II program is \$10,000. This amount will be reviewed on an annual basis and adjusted as needed to accommodate program objectives which shall be approved by the city prior to implementation of any adjustments. The annual cost will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an Ordinance be passed authorizing and directing the city manager to enter into a memorandum of agreement with the Erie Soil & Water Conservation District for participation in the Erie County National Pollutant Discharge Elimination System (NPDES) Phase II program; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2

RESOLUTION NO. _____: It is requested a Resolution be passed supporting the renewal of the Ohio Historic Preservation tax credit; and declaring that this Resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Kathryn K. McKillips, Engineer

Budgetary Information: The cost for the relocation for the street lights is \$42,202.06, to be paid with CDBG funds.

ORDINANCE NO. _____: It is requested an Ordinance be passed authorizing and directing the city manager to enter into a services contract with Ohio Edison Company and expend the funds necessary for the relocation of twelve (12) street lights and poles for the Cedar Point Drive improvement project; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Hank S. Solowiej, CPA, Finance Director

BUDGETARY INFORMATION: There would be an estimated savings of up to 22% for this electric account. The savings over 16 months is estimated to be greater than \$61,000. This savings is larger than the city residential and small commercial accounts aggregation program administered by AMP Ohio which provides a savings of 3%. Programs like these are available to larger users with usage greater than 700,000 kWh per year.

ORDINANCE NO. _____: It is requested an Ordinance be passed approving a pricing schedule addendum to the agreement with FirstEnergy Solutions, substantially in the same form attached, for electric service at the Big Island Water Works facility located in the City of Sandusky for the period of February, 2011 through August, 2012; and declaring that this Ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

Schedule next planning session with Bruce Greenfield

Proposed: Wednesday, February 2 or Wednesday, February 9 at 5 p.m.

AUDIENCE PARTICIPATION

Open discussion on any item (5 minute limit)

EXECUTIVE SESSION

ADJOURNMENT

Buckeye Cablesystem broadcast on Cable Channel 81:

LIVE: Monday, January 24, 2011 at 8:30 p.m.

REPLAYS: Tuesday, January 25 at 5 p.m.
Monday, January 31 at 7 p.m.



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

TODD J ROTH, P.E., P.S.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933

troth@ci.sandusky.oh.us

TO: Donald C. Icsman, Acting City Manager
FROM: Todd Roth, P.E., P.S., Director of PED
DATE: January 11, 2011
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Authorization for the City Manager to enter into the Memorandum of Agreement between the Erie Soil and Water Conservation District and City of Sandusky and to authorize payment for the annual cost sharing fee for a period of two years.

Mandated by Congress under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges that adversely affect the quality of our nation's waters. The Program uses the NPDES permitting mechanism to require the implementation of controls designed to prevent harmful pollutants from being washed by storm water runoff into local water bodies. The Phase II Final Rule, published in the Federal Register on December 8, 1999, requires NPDES permit coverage for storm water discharges from certain regulated small municipal separate storm sewer systems (MS4s) and construction activity disturbing between 1 and 5 acres of land.

The Erie County NPDES Phase II Program is in its second five-year permit cycle. The City of Sandusky, a co-permittee in the program, has continuously participated from the inception of the program. The Memorandum of Agreement permits the Soil and Water District to hire a program coordinator to help provide guidance and assist in implementation of the Phase II program within the co-permittee jurisdictions. The Co-Permittees currently include Erie County Engineer, City of Vermilion, Perkins Township, Margareta Township, and the City of Sandusky.

BUDGETARY INFORMATION: The initial annual amount for continuing to participate with the Erie County NPDES Phase II Program is \$10,000.00. This amount will be reviewed on an annual basis and adjusted as needed to accommodate program objectives which shall be approved by the City prior to implementation of any adjustments. The annual cost will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that the necessary legislation be approved and that it take immediate effect in accordance with Section 14 of the City Charter in order to provide Erie Soil and Water Conservation District with a commitment to participate so that the hiring of a coordinator can begin with the goal to have one employed at the beginning of 2011.

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE ERIE SOIL & WATER CONSERVATION DISTRICT FOR PARTICIPATION IN THE ERIE COUNTY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, mandated by Congress under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges that adversely affect the quality of our nation's water and the program uses the NPDES permitting mechanism to require the implementation of controls designed to prevent harmful pollutants from being washed by storm water runoff into local water bodies and the Phase II Final Rule, published in the Federal Register on December 8, 1999, requires NPDES permit coverage for storm water discharges from certain regulated small municipal separate storm sewer systems (MS4s) and construction activity disturbing 1 acre of land and above; and

WHEREAS, the City has identified the Erie Soil & Water Conservation District as the lead agency for the Erie County NPDES Phase II Program and recognize the need for a close working relationship in carrying out the responsibilities of the Phase II for which each Co-Permitee is charged; and

WHEREAS, other County municipalities and townships have joined the Erie County NPDES Phase II program as Co-Permitees and; and

WHEREAS, the City of Sandusky has continuously participated from the inception of the program and this proposed MOA permits the Soil and Water District to hire a Program Coordinator to provide guidance and assistant in the Implementation of the Phase II Program and will serve as the foundation for an enduring cooperative relationship allowing for joint effort in the solution of problems relating to storm water management, land use planning and the development of the soil and water resources within the urbanized areas of Erie County; and

WHEREAS, the City's initial share for continuing to participate with the Erie County NPDES Phase II Program is \$10,000.00 and will be paid with Sewer Funds; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to provide the Erie Soil and Water Conservation District with a commitment to participate and allow for the process to hire a coordinator to begin with the goal to have a coordinator employed by the beginning of 2011; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Division of Engineering of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a Memorandum of Agreement with the Erie Soil & Water Conservation District for participation In the Erie County National Pollutant Discharge Elimination System (NPDES) Phase II Program, substantially in the same form as Exhibit "A", a copy of

which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance and authorizes the City Manager and/or Finance Director to expend funds as required pursuant to the agreement.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 24, 2011

**Memorandum of Agreement
Between
The Erie Soil & Water Conservation District
And
City of Sandusky**

Upon this _____ day of _____, 2011 this Memorandum of Agreement (Agreement) was entered into by and between the Erie Soil & Water Conservation District (District), and the City of Sandusky (City).

Mandated by Congress under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges that adversely affect the quality of our nation's waters. The Program uses the NPDES permitting mechanism to require the implementation of controls designed to prevent harmful pollutants from being washed by storm water runoff into local water bodies. The Phase II Final Rule, published in the Federal Register on December 8, 1999, requires NPDES permit coverage for storm water discharges from certain regulated small municipal separate storm sewer systems (MS4s) and construction activity disturbing 1 acre of land and above.

The City has identified the District as the lead agency for the Erie County NPDES Phase II Program. Other county municipalities and townships have joined the Erie County NPDES Phase II program as Co-Permittees. Recognizing the need for a close working relationship in carrying out the responsibilities of the Phase II program for which each is charged, the City and the District enter into this Memorandum of Agreement as the foundation for an enduring cooperative relationship. Such cooperation allows for joint effort in the solution of problems relating to storm water management, land use planning and the development of the soil and water resources within the urbanized areas of Erie County.

The District agrees to:

1. Employ a program coordinator qualified to guide the City in implementation of the NPDES Phase II Storm Water Rule including assistance to select and implement minimum control measures to insure compliance with applicable requirements.
2. Update and submit the revised storm water management plan and the NPDES Phase II permit application for the City to the Ohio Environmental Protection Agency (EPA) in compliance with EPA regulations and deadlines.
3. Provide payment to EPA for the NPDES Phase II permit fees and annual discharge fees for the City. (Fees shall be included in yearly appropriation to District)

4. Collect data and reports from the City on the progress of the Phase II storm water management program, compile this information, and write and submit the NPDES Phase II Annual Report to the EPA in compliance with applicable regulations and deadlines.
5. Develop and implement a storm water and non-point source pollution education program for the residents of and the local schools systems serving the urbanized areas of Erie County that satisfies the Phase II minimum control measure for Public Education and Outreach and follows the storm water management plan for the City.
6. Provide resources and directly assist the City in the development and implementation of public meetings and events to inform citizens of the program and to create volunteer opportunities to gain public support. This will satisfy the Phase II minimum control measure for Public Participation and Involvement and follow the storm water management plan for the City.
7. Review plans for all commercial, residential and industrial developments, greater than one acre submitted to the District by the City and provide written comments regarding soil limitations, wetlands, riparian and other natural resource information pertinent to the site. This will assist in satisfying the Phase II minimum control measure for Construction Site Runoff Control and follow the storm water management plan for the City.
8. Review and Approve Storm Water Pollution Prevention Plans (SWPPPs) for all commercial, industrial and residential developments, greater than one acre, in the urbanized areas of Erie County to ensure adequate plans for erosion and sediment control, natural resource protection and water quality enhancements, and meet on site with the developer prior to the beginning of earth moving activities. This will assist in satisfying the Phase II minimum control measure for Construction Site Runoff Control and follow the storm water management plan for the City.
9. Provide inspections of all aforementioned development sites and keep the City informed of construction site Storm Water Pollution Prevention Plan compliance. This will assist in satisfying the Phase II minimum control measure for Construction Site Runoff Control and follow the storm water management plan for the City.
10. Provide informational resources and technical assistance to the City as requested to assist them in satisfying the Phase II storm water management plan requirements and to guide proper land use decisions.
11. Keep the City informed of updates to NPDES Phase II rules and regulations.

The City agrees to:

1. Appoint one (1) representative and one (1) alternate to serve on the Erie County Storm Water Committee, which will guide the development of the Erie County Storm Water Management Plan.
2. Cooperate with the District to develop and implement programs that satisfy the Phase II minimum control measures for Illicit Discharge Detection & Elimination, Post Construction Runoff Control and Good Housekeeping.
3. Follow up on construction site SWPPP compliance issues within 30 days of original notice of violation from the District and take the necessary actions to bring the site into compliance. Such actions may include stop work orders and/or the issuance of fines.
4. Provide the District with data, reports and other collected information to be used in the NPDES Phase II Annual Progress Report.
5. Provide an annual appropriation in the amount of \$10,000 to the Erie Soil & Water Conservation District for the agreed term referenced below. This amount will be reviewed yearly for any adjustments that need to be made due to planned program objectives which shall be approved by the City prior to implementation of any adjustments.
6. Utilize its best efforts to observe the principles of sound soil and water conservation, giving considerations to the need for storm water quantity and quality, erosion and sediment control measures and natural resource protection, and comply with NPDES permit requirements.

It is mutually agreed:

1. The District and the City shall meet, at least yearly, to review, and where possible, coordinate their individual progress and activities for maximum mutual benefit and to update this document as necessary.
2. The District will be the holder of the NPDES Phase II permit, but the City will be responsible for meeting the requirements of the NPDES Phase II Permit as it pertains to City operation.
3. The District and the USDA Natural Resources Conservation Service (NRCS) prohibit discrimination in the programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status.
4. This agreement is effective for the period of two years beginning January 1, 2011.

5. This agreement may be terminated upon 30 days written notice.
6. The Erie County Storm Water Committee shall meet monthly or more often if deemed necessary by the majority of committee members.

In witness whereof, this Agreement is executed and agreed to on the day, month and year written above.

Erie Soil & Water Conservation District

| By: _____

Title: _____

City of Sandusky

By: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION OF SUPPORT FOR THE RENEWAL OF THE OHIO HISTORIC PRESERVATION TAX CREDIT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Historic Preservation Tax Credit Program is administered by the Ohio Department of Development's Urban Development Division, with assistance provided by the Ohio Historic Preservation Office of the Ohio Historical Society and the Ohio Department of Taxation and provides a tax credit for the rehabilitation expenses to owners of historically significant buildings; and

WHEREAS, the tax credit subsidizes 25 percent of qualified rehabilitation expenditures for historic rehabilitation projects; and

WHEREAS, to date, four rounds of applicants have been approved for \$246 million dollars in tax credits to 111 applicants in 27 different cities; the program is projected to leverage \$1.3 billion in private redevelopment funding and federal tax credits; and

WHEREAS, this program has seen 20 projects completed to date, representing \$149 million in total project investments and \$30 million in Ohio Historic Preservation Tax Credits and these completed projects have created more than 1,500 full-time construction jobs, house more than 1,100 permanent jobs and provide more than 600 residential units; and

WHEREAS, historic buildings are treasured pieces of our heritage and are economic development engines for communities and main streets throughout our great state and the rehabilitation of these buildings creates jobs, leverages private investment, strengthens our historic assets, helps communities enhance unique neighborhoods and core downtown areas and attracts emerging businesses; and

WHEREAS, the City of Sandusky encourages the Ohio General Assembly to renew the Ohio Historic Preservation Tax Credit Program in the furtherance of restoring the heritage of the State of Ohio, while investing in our historic regional assets to create new economic opportunities and improve the quality of life for people throughout Ohio's communities; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to formally support the renewal of the Ohio Historic Preservation Tax Credit Program and provide this Resolution of support to Heritage Ohio as soon as possible for a presentation to the Ohio General Assembly at Statehood Day on March 3, 2011; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this Resolution be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission supports and encourages the Ohio General Assembly to renew the Ohio Historic Preservation Tax Credit Program.

Section 2. The Clerk of this City Commission is hereby directed to provide a certified copy of this Resolution to Joyce Barrett, Executive Director of Heritage Ohio.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 24, 2010

To: Donald C. Icsman, Acting City Manager
From: Kathryn K. McKillips, Engineer
Date: January 13, 2011
Subject: Commission Agenda Item

Item for Consideration: Ordinance authorizing the City Manager to enter into a services contract with Ohio Edison and expend the necessary funds for the relocation of street lights for the Cedar Point Drive Improvement Project.

Ohio Edison will relocate twelve (12) street lights and poles from the east side of the street to the west side to accommodate the construction of the ten foot pathway. During the review of the Stage 3 plans, ODOT determined that the pathway's location required shifting away from the right of way line which results in the need to relocate the light poles. The issue regarding the location of the pathway was not discussed during the review of Stage 2 plans.

With this delay in the project, construction may extend into Cedar Point's operating season. Special scheduling and/or maintenance of traffic may be necessary to maintain ingress and egress traffic flow.

Budgetary Information: The cost for the relocation for the street lights is \$42,202.06, to be paid with CDBG funds.

ACTION REQUESTED: It is recommended that the Ordinance authorizing the City Manager to enter into a services contract with Ohio Edison and expend funds in the amount of \$42,202.06 for the Cedar Point Drive Improvement Project be approved under suspension of the rules in full accordance with Section 14 of the City Charter. Ohio Edison will schedule the work as soon as payment is received. Final submission of the plans to ODOT for approval to bid the project requires the plan for street lighting relocation to be in place.

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

Todd Roth, Director of PED

cc: Hank Solowiej, Finance Director
Kelly Kresser, Commission Clerk

Ohio Edison Company
CENTRAL REGION
REGULATED SERVICES CONTRACT
 PAGE 1 OF 2

WORK REQUEST DATE
 12/28/2010

SECTION 1 - CUSTOMER INFORMATION FOR INITIAL BILLABLE REQUEST (Please Print)

CUSTOMER NAME City of Sandusky		ACCOUNT NO.	DAY PHONE NO.	EVENING PHONE NO.
SERVICE ADDRESS Causeway Drive	SUITE NO.	CITY Sandusky	STATE Ohio	ZIP CODE 44870
MAILING ADDRESS 222 Meigs St.	SUITE NO.	CITY Sandusky	STATE Ohio	ZIP CODE 44870
PERSON REQUESTING SERVICE Kathy McKillips	OHIO EDISON REPRESENTATIVE Jeff Schmid – Distribution Specialist		REPRESENTATIVE COMPANY PHONE NO. 419-627-6887	

DESCRIPTION OF WORK REQUESTED
 ESIP street lights – relocate 12 street lights and poles from east side to west side for sidewalk expansion.

SECTION 2 - BILLABLE INFORMATION FOR WORK REQUESTED

CREWS NO.	WORK DESCRIPTION	PRICE
50268611	ESIP street lights – relocate 12 street lights and poles from east side to west side for sidewalk expansion.	\$42,202.06
THE CUSTOMER WILL INCUR A \$7 CHARGE FOR ANY CHECKS RETURNED FOR NON-SUFFICIENT FUNDS. ENCLOSE CHECK (If Applicable) AND MAIL IN THE ENVELOPE PROVIDED TO: Ohio Edison Company C/O Jeff Schmid 2508 W Perkins Ave Sandusky, Ohio, 44870		SUB TOTAL \$42,202.06
		IF APPLICABLE, SALES TAX OR TAX EXEMPT NO.
		TOTAL PRICE \$42,202.06

***** I request to have Ohio Edison perform the work described above, at the above address. I agree that final scheduling of this work will not begin until payment of the agreed price above is received by Ohio Edison Company. I understand that quoted prices remain in effect for only 90 days, unless otherwise stated. *****

CUSTOMER NAME (Print)	CUSTOMER SIGNATURE	DATE SIGNED

TERMS AND CONDITIONS

Ohio Edison Company ("Edison") and Owner agree the terms and conditions herein shall constitute the complete and final agreement between the parties, superseding all other agreements written or oral. These terms and conditions may not be modified hereafter except by written agreement of Edison.

CONDITIONS

BILLING AND PAYMENT

In the event that Edison performs the agreed to work prior to payment, Edison will invoice Owner for the work performed pursuant to this Agreement. Payment shall be made to Edison upon Owner's receipt of invoice. All invoices past due thirty (30) days or more shall be charged the lesser of one and one-half percent (1 ½%) per month or the maximum rate of interest allowable by law. Owner agrees to reimburse Edison in full for all costs of collection, including attorney fees, incurred or paid by Edison in connection with collecting, or attempting to collect, any amounts due under this Agreement.

WARRANTY

For a period of one hundred eighty (180) days from the in service date of the equipment and materials, Edison agrees to remedy by repair or replacement at its sole option, the failure of equipment and materials which is caused by defects in workmanship of Edison. EXCEPT AS STATED ABOVE, EDISON EXPRESSLY EXCLUDES, AND OWNER HEREBY WAIVES, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

INDEMNIFICATION

Owner agrees for itself, its successors and assigns, to defend, indemnify and save Edison, its successors and assigns, harmless from all claims, demands, damages, losses, judgments, actions or causes of actions, costs or expenses, including litigation expenses and legal fees, in connection therewith or related thereto, including lack of authority to enter into this Agreement, asserted by or for any person or persons for personal injuries, death, or property damage caused by, arising out of, or in any way related to the work performed by Edison under this agreement, unless initiated or proximately caused by the sole negligence of Edison. Notwithstanding the foregoing, Edison shall have no responsibility to the Owner or third parties if the work scope as defined by Owner violates the rights of or causes damage to any third party or governmental authority.

LIMITATION OF LIABILITY

Neither Edison, its affiliated companies, its subcontractors, nor its employees shall be liable for loss of anticipated profits, loss by reason of plant or other facility shutdown non-operation or increased expense of operation, service interruption, claims of Owner's customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue arising out of Edison's work or out of or in connection with owner's use, or inability to use, the facilities, or for any special, incidental or consequential damages of any nature, arising at any time or from any cause whatsoever.

FORCE MAJEURE

Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strike, civil commotion, governmental or military authority, insurrection, riots, embargoes, unavoidable delays in transportation, acts of God, or public enemy.

ASSIGNMENT

This Agreement shall be binding upon and insure to the benefit of the parties hereof, their successors and assigns. Owner, however, shall not assign to any other person or association not affiliated with Owner any rights or privileges hereby granted, or authorize any person or association not affiliated with Owner the exercise of any rights or privileges herein provided for, without the written consent of Edison.

ARBITRATION

Any question in dispute between the parties arising out of the Agreement (except any claim for damages because of bodily injuries, including death at any time resulting therefrom, except for any claim for damages because of injuries to or destruction of property and, except for major breach or repudiation with respect to this Agreement) which is not amicable settled shall be submitted to final and binding arbitration. Such arbitration shall be conducted, in Akron, Ohio, before an arbitrator mutually acceptable to the parties; provided, however, that should the parties be unable to agree, the arbitrator shall be selected by the presiding Judge of the Court of Common Pleas of Summit County, Ohio. The request for arbitration shall be in writing setting forth the claim or claims to be arbitrated and the remedy sought. It shall be delivered to the other party within 90 days of the occurrence giving rise to the dispute. Any failure to request arbitration within such 90-day period shall be deemed a waiver of the right to arbitrate the claim upon which the dispute is based.

NON-WAIVER

The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.

APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Ohio and only the Courts of Ohio, or Federal Courts in Ohio shall have jurisdiction.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH OHIO EDISON COMPANY AND EXPEND THE FUNDS NECESSARY FOR THE RELOCATION OF TWELVE (12) STREET LIGHTS AND POLES FOR THE CEDAR POINT DRIVE IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Cedar Point Drive improvement Project involves the milling and paving of Cedar Point Drive from Cleveland Road to First Street, the extension of the sidewalk on the west side of the street to Cleveland Road and the construction of a new pathway on the east side of Cedar Point Drive; and

WHEREAS, the Ohio Department of Transportation determined during the review of the Stage 3 plans that the pathway's location required shifting away from the right of way line which resulted in the necessity to relocate the light poles; and

WHEREAS, Ohio Edison will relocate twelve (12) street lights and poles from the east side of the street to the west side to accommodate the construction of the ten (10) foot pathway; and

WHEREAS, the total cost for the relocation of the twelve (12) street lights and poles is \$42,202.06 and will be paid with Community Development Block Grant (CDBG) funds; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the contract to be executed and funds expended in order for Ohio Edison to schedule the work as the plan for street lighting relocation needs to be in place for the final submission to the Ohio Department of Transportation for approval to bid the project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Department of Engineering Services of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission authorizes and directs the City Manager to enter into a services contract with Ohio Edison Company for the relocation of twelve (12) streets lights and poles from the east side of the street to the west side for sidewalk expansion for the Cedar Point Drive Improvement Project and expend funds in an amount **not to exceed** Forty Two Thousand Two Hundred Two and 06/100 Dollars (\$42,202.06), consistent with the contract submitted by Ohio Edison Company, currently on file in the office of the Director of Planning, Engineering and Development.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 24, 2011



DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
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TO: City Commission
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: January 12, 2011
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

A pricing schedule addendum with FirstEnergy Solutions for services related to electric service at the Big Island Water Works facility located at 2425 First Street. It was discovered by the Finance Director that this facility has not been included in any discount program in the past. This will be a 16 month agreement from February 2011 through August 2012.

City Commission previously approved a 12 month agreement on November 22, 2010 (Ordinance 10-121) for the City Building, Water Pollution Control Plant, Service Center, Central Fire Station, and Pier Track Sewer Pump Station.

BUDGETARY INFORMATION:

There would be an estimated savings of up to 22% for this electric account. The savings over 16 months is estimated to be greater than \$61,000. This savings is larger than the city residential and small commercial accounts aggregation program administered by AMP Ohio which provides a savings of 3%. Programs like these are available to larger users with usage greater than 700,000 Kwh per year.

ACTION REQUESTED:

It is recommended that the City Commission approve the pricing schedule addendum and authorize the City Manager to execute the pricing addendum with FirstEnergy Solutions under suspension of the rules in accordance of Section 14 of the City Charter in order to maximize this savings opportunity by locking in the price.

CC: Donald C. Icsman, Interim City Manager/Law Director

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PRICING SCHEDULE ADDENDUM TO THE AGREEMENT WITH FIRST ENERGY SOLUTIONS, SUBSTANTIALLY IN THE SAME FORM ATTACHED, FOR ELECTRIC SERVICE AT THE BIG ISLAND WATER WORKS FACILITY LOCATED IN THE CITY OF SANDUSKY FOR THE PERIOD OF FEBRUARY 2011 THROUGH AUGUST 2012; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved an agreement with First Energy Solutions for electric service for the City's largest accounts for the period of March 2010 through May 2011, by Ordinance No. 10-004, passed on January 11, 2010; and

WHEREAS, this City Commission approved a Pricing Schedule Addendum to the agreement with First Energy Solutions for electric service for the City's largest account located at City Hall, Water Pollution Control Plant, Service Center, Central Fire Station and the Pier Track Sewer Pump Station for the period of June 2011 through June 2012, by Ordinance No. 10-121, passed on November 22, 2010; and

WHEREAS, it is requested that this pricing schedule addendum to the agreement with First Energy Solutions be approved to include the City's Big Island Water Works facility located at 2425 First Street, which is a large user, for electric service for the period of February 2011 through August 2012 which provides an estimated savings of up to 22% for this account, estimated to be greater than \$61,000.00 over a 16 month period; and

WHEREAS, the City currently has a City-wide aggregation program which provides a 3% savings for residential and small commercial customers administered through AMP Ohio, Inc.; and

WHEREAS, this program is available to larger users with usage greater than 700,000 KWH per year and offers a greater savings to the City's largest accounts; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the pricing schedule addendum and maximize this savings opportunity by locking in the rates; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Finance Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves the pricing schedule addendum to the Agreement with First Energy Solutions for larger accounts for electric service to include the Big Island Water Works facility located at 2425 First Street for the period of February 2011 through August 2012, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being

consistent with carrying out the terms of this Ordinance, between the City of Sandusky and First Energy Solutions on behalf of the City of Sandusky, Ohio.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 24, 2011



Fixed Price Pricing Attachment

This Pricing Attachment is entered into on this ____ day of January ____, 2011 by and between **FirstEnergy Solutions Corp.**, an Ohio corporation with its principal office location in Akron, Ohio (“Supplier”), and City Of Sandusky, a company with its principal office located in Sandusky, OH (“Customer”) and are hereby incorporated into the Customer Supply Agreement (“Agreement”) dated 22nd day of November 2010 (“Effective Date”).

Customer Name: City Of Sandusky
 Billing Address: 222 Meigs St
 City: Sandusky State: OH Zip Code: 44870
 Customer hereby acknowledges that it will be receiving Consolidated Billing from the Electric Utility.

- 1.0 All applicable taxes shall be listed separately on the monthly invoice if required by State and Local tax law
- 2.0 Fixed Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours (“kWh”) of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified.
- 3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Meter Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date	Pricing cents / kWh
2425 1st Street Wtr	08004831910000564893	Multiple	OE	GP	Yes	03/11		2/10/2011	

* First Commencement Month (“FCM”)

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

FirstEnergy Solutions Corp.
(Both FES Signatures Required)

City Of Sandusky

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

FES Contracts: _____ Date: _____