

DATE:	<u>October 17, 2022</u>	1 ST READING:	<u>October 17, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 154-2022</u>	ADOPTED:	<u>October 17, 2022</u>
		EMERGENCY:	<u>October 17, 2022</u>

RESOLUTION NO. 1578-2022

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY.

WHEREAS, this Council, in accordance with the provisions of law, previously adopted a tax budget for the next succeeding calendar year commencing January 1, 2023; and

WHEREAS, the Budget Commission of Lorain County, Ohio has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council and what part thereof is without, and what part within, the ten mill tax limitation; and

WHEREAS, Council finds that after reviewing the determinations made by the Lorain County Budget Commission, acceptance of same would be in the best interests of the health, safety, and welfare of the citizens of North Ridgeville, Ohio.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Council of the City of North Ridgeville, Lorain County, Ohio, hereby accepts at the amounts and rates as determined by the Budget Commission in its certification.

SECTION 2. There be and is hereby levied on the tax duplicate of the City of North Ridgeville the rate of each tax necessary to be levied within and without the ten mill limitation as follows in **Exhibit "A"** attached hereto and incorporated herein as reference.

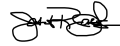
SECTION 3. The Auditor is hereby directed to provide a certified copy of this Resolution to the Lorain County Auditor.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted 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 accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency measure, the emergency being in order to meet the November 1, 2022 deadline in order get the certified tax levies to the County Auditor. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

Resolution No. 1578-2022

PASSED: October 17, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Oct 26, 2022



Kevin Corcoran
MAYOR

EXHIBIT "A"

NORTH RIDGEVILLE CITY
RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND
AND CERTIFYING THEM TO THE COUNTY AUDITOR
(CITY COUNCIL)

Revised Code, Secs. 5705.34, - 35.

The Council of the City of **NORTH RIDGEVILLE** Lorain
County, Ohio, met in _____ session on the _____ day of _____,
2022, at the office of the _____
with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2023 ; and

WHEREAS, The Budget Commission of Lorain County, Ohio, has certified its action
thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary
to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax
limitation; therefore, be it

RESOLVED, By the Council of the City of _____
Lorain County, Ohio, that the amounts and rates, as determined by the Budget
Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City
the rate of each tax necessary to be levied within and without the ten mill limitation as
follows:

Resolution No. 1578-2022

SCHEDULE A				
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES				
FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV	V	VI
General Fund		1,968,433	1.700	
Police Pension Fund		347,371	0.300	
Fireman's Fund		347,371	0.300	
Police	1,636,081			1.950
Fire	1,594,130			1.900
Road and Bridge	1,594,130			1.900
Ambulance & E.M.S.	1,468,279			1.750
Ambulance & E.M.S.	491,530			0.500
Public Library	1,509,185			1.910
Bond (\$8,200,000)	550,003			0.475
Bond (\$12,500,000)	937,901			0.810
TOTAL	9,781,239	2,663,175	2.300	11.195
SCHEDULE B				
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES				
FUND		Maximum Rate Authorized to Be Levied		
General Fund:				
Special Levy Funds:				
Police Levy authorized by voters on 3/17/20 for not to exceed 5 years. Beginning 2020 Duplicate Expiring Last Collection 2025		1.950		
Road and Bridge Levy authorized by voters 3/17/20 for not to exceed 5 years. Beginning 2020 Duplicate Expiring Last Collection 2025		1.900		
Ambulance and EMS levy authorized by voters 05/07/19 for not to exceed 5 years. Beginning 2019 Duplicate Expiring Last Collection 2024		1.750		
Ambulance and EMS levy authorized by voters 05/07/19 for not to exceed 5 years. Beginning 2019 Duplicate Expiring Last Collection 2024		0.500		
Library Levy authorized by voters 05/07/19 for not to exceed 5 years. Beginning 2019 Duplicate Expiring Last Collection 2024		1.910		
Fire Levy authorized by voters 03/17/20 for not to exceed 5 years. Beginning 2020 Duplicate Expiring Last Collection 2025		1.900		
		9.910		

Resolution No. 1578-2022

NORTH RIDGEVILLE CITY

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no

Adopted the _____ day of _____ 2022

President of Council

Attest:

Clerk of Council

NORTH RIDGEVILLE CITY

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, **LORAIN** County, ss.

I, _____, Clerk of the Council of the City of
NORTH RIDGEVILLE, within and for said County, and in whose
custody the Files and Records of said Council are required by the Laws of the State of
Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____ 2022

Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R.C., or at such later
date as may be approved by the Board of Tax Appeals.

No. _____

COUNCIL OF THE CITY OF

NORTH RIDGEVILLE

LORAIN County, Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION
AND AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE
COUNTY AUDITOR.

(City Council)

Adopted _____ 2022

Clerk of Council

Filed _____ 2022

County Auditor

By _____
Deputy

DATE:	<u>October 17, 2022</u>	1 ST READING:	<u>October 17, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 153-2022</u>	ADOPTED:	<u>October 17, 2022</u>
		EMERGENCY:	<u>October 17, 2022</u>

ORDINANCE NO. 6011-2022

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO AN ENCROACHMENT AND REIMBURSEMENT AGREEMENT WITH COLUMBIA GAS TRANSMISSION TO REMOVE AND CONSTRUCT A NEW CASING FOR A HIGH PRESSURE, UNDERGROUND NATURAL GAS PIPELINE AND OTHER IMPROVEMENTS NOT TO EXCEED \$375,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, Columbia Gas Transmission, LLC, is the owner of, and maintains an easement for, a high pressure underground natural gas line located partially underneath the traffic roundabout project (the "Project") for the Stoney Ridge Road, Mills Road and Avalon Ave; and

WHEREAS, prior to constructing the Project, Columbia Gas Transmission, LLC will remove and replace the casing around the high pressure natural gas line; and

WHEREAS, the best initial estimate of the internal and external costs and expenses to perform the work is \$338,766.00; and

WHEREAS, the City of North Ridgeville will be responsible for any and all costs or expenses above and beyond the estimated amount.

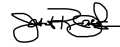
NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville is hereby authorized to enter into an Encroachment and Reimbursement Agreement with Columbia Gas Transmission, LLC, for the removal and replacement of casing of a high pressure natural gas pipeline located underneath the Peanut Roundabout Project for an estimated \$338,766.00; the terms of which are in substantially the same form as set forth in **Exhibit A** attached hereto and incorporated herein by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to move the roundabout project forward and complete this replacement as soon as possible. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 17, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Oct 26, 2022



Kevin Corcoran
MAYOR

ENCROACHMENT AND REIMBURSEMENT AGREEMENT

THIS ENCROACHMENT AND REIMBURSEMENT AGREEMENT (this "Agreement"), entered into this _____ day of _____ 2022, by and between Columbia Gas Transmission, LLC, a Delaware limited liability company ("Owner"), and City of North Ridgeville, Ohio, a body corporate and politic ("Requestor"). Owner and Requestor may be referred to herein individually as a "Party" or, collectively, as the "Parties".

WHEREAS, Owner is an interstate natural gas transmission company operating facilities certificated and regulated by the Federal Energy Regulatory Commission ("FERC") and subject to the U.S. Department of Transportation Pipeline Hazardous Materials Safety Administration's ("PHMSA") pipeline integrity management and safety regulations;

WHEREAS, Owner owns and operates one (1) high pressure, cathodically protected underground natural gas pipeline and other related facilities and appurtenances which is designated as Line L-920 (the "Pipeline"), as more particularly shown and depicted on the plat attached hereto and made a part hereof as Exhibit A;

WHEREAS, the Pipeline was constructed and is operated in accordance with the provisions of the following valid and existing rights of way agreement: (i) Right of Way dated February 9, 1962, from Roy Beckett and Dorothy Beckett, husband and wife, to The Ohio Fuel Gas Company, n/k/a Columbia Gas Transmission, LLC, recorded in the County Recorder for Lorain County, Ohio in Deed Book Volume 817, Page 359; (ii) Right of Way dated April 3, 1957, from George A. Zilka and Agnes M. Zilka, husband and wife, and Mary Zilka, widow, to The Ohio Fuel Gas Company, n/k/a Columbia Gas Transmission, LLC, recorded in the County Recorder for Lorain County, Ohio in Deed Book Volume 694, Page 35; and (iii) Right of Way dated August 23, 1922, from Jacob Toll and Lena Toll to The Logan Natural Gas and Fuel Company, n/k/a Columbia Gas Transmission, LLC, recorded in the County Recorder for Lorain County, Ohio in Deed Book Volume 8, Page 99 (collectively, the "Easement");

WHEREAS, Requestor desires to construct, develop and maintain a roadway roundabout on, over and above the Easement (the "Project");

WHEREAS, the Project will cross or encroach upon the Easement as specifically set forth and depicted on Exhibit B attached hereto and made a part hereof (the "Encroachment Area");

WHEREAS, Requestor desires permission from Owner to construct, develop and maintain the Project within the Encroachment Area, and Owner is willing to permit Requestor to construct, develop and maintain its Project within the Encroachment Area, subject to the terms and conditions set forth in this Agreement;

WHEREAS, in order to accommodate the construction, development and maintenance of Requestor's Project, Owner agrees to perform, or cause to be performed, certain work, including without limitation, the removal of casing on the Pipeline and other work on the Pipeline and/or the Easement as is necessary to facilitate the Project (any and all such work, collectively, the "Work");

WHEREAS, Requestor has agreed and shall fully and completely reimburse Owner for all internal and external costs and expenses associated with performing the Work; and

WHEREAS, the Parties desire to herein set forth certain terms upon which (i) Owner will perform the Work, (ii) Requestor shall be obligated to reimburse Owner, and (iii) Requestor may construct and develop the Project within the Encroachment Area.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **The Work.** Subject to the terms and conditions of this Agreement, upon receipt of payment of the Estimate (as defined below) from Requestor and execution of this Agreement, Owner shall perform, or cause to be performed, the Work. Owner may utilize contractors as Owner, in its sole and absolute discretion, deems qualified to perform all or any part of the Work. For the avoidance of doubt, Owner shall have absolute, sole and complete control of, over and for the Work, and the details and methods of performing the Work. Owner shall provide to Requestor written notice within thirty (30) days of Owner's completion of the Work (the "**Completion Notice**"). Following Requestor's receipt of the Completion Notice from Owner and Requestor's full payment of the Actual Cost (as defined below) to Owner, Requestor may enter upon the Encroachment Area to commence the Project in accordance with the terms and conditions of this Agreement. Requestor acknowledges and agrees that it shall not proceed with any construction, development, or any other work or activity in connection with the Project until (a) Requestor receives from Owner the Completion Notice and (b) the Actual Cost is paid in full to Owner.
2. **Requestor Reimbursement.** In consideration for Owner's performance of the Work, Requestor shall fully and completely reimburse Owner for any and all internal and external costs and expenses that Owner, or anyone acting on Owner's behalf, incurs as a result of performing the Work, including labor, equipment, materials, engineering, supplies, testing, reclamation, real property, government permits, clearances and approvals, and all overhead costs and expenses and the amount that Owner requires as reimbursement for the income tax impact associated with Owner being paid or reimbursed for, or otherwise provided with, the costs and expenses associated with the Work (the "**Tax Gross-Up**").
 - a. Owner's best initial estimate of the internal and external costs to perform the Work is \$338,766.00 (the "**Estimate**"), as shown and set forth on Exhibit C, attached hereto and incorporated herein by reference. However, the Parties recognize that Owner's Estimate presents a good faith estimate only and, in the implementation of the Work, Owner makes no assurances that the actual costs of the Work and other activities of Owner will not exceed Owner's Estimate.
 - b. Owner, or Owner's contractors, shall have no obligation to commence performance of the Work until execution of this Agreement and payment of the

Estimate by Requestor to Owner via wire transfer to Bank of America (the "Advance Payment"), such wire instructions as set forth on Exhibit E attached hereto. If, prior to the completion of the Work, Owner becomes aware that the costs to be incurred in the performance of the Work will exceed the Estimate by more than ten (10%), Owner shall provide prompt written notice, including a revised estimate detailing the increased costs. Requestor shall pay the difference between the Estimate and the revised estimate within fifteen (15) days of receipt of written notice from Owner. Owner may suspend the Work if such payment is not made timely.

- c. Within thirty (30) days of the conclusion of the Work, Owner will provide to Requestor a final cost and expense report identifying and detailing Owner's actual internal and external costs and expenses to complete the Work, including all overhead costs and expenses and any Tax Gross-Up (the "Actual Cost"). In the event the Actual Cost exceeds the Advance Payment, Requestor shall, within thirty (30) business days of receipt of the final cost and expense report, provide Owner with funds equaling such excess Actual Cost via wire transfer. In the event the Actual Cost are less than the Advance Payment, Owner will, within sixty (60) business days following delivery of the final cost and expense report, electronically transfer funds equaling the excess amount to Requestor via wire transfer to _____. Unless invoice payment is made within thirty (30) days, interest shall accrue at the U.S. Prime (as published in the "Money Rates") table of The Wall Street Journal, English Edition, (or any widely accepted successor publication thereto) applicable on the business day immediately prior to the due date of payment and thereafter on the first day of each succeeding month while payment is outstanding, plus an additional two percent (2%) (or, if such rate is contrary to any applicable laws, the maximum rate permitted by such applicable laws). If at any time Owner either abandons use of the U.S. Prime rate or the Wall Street Journal prime rate is no longer published, then Owner will establish a similar replacement rate in its sole discretion.

3. Encroachment.

- a. Subject to the terms and conditions of this Agreement, Owner hereby consents to Requestor's construction, development and maintenance of the Project within the Encroachment Area; provided, however, that Requestor hereby acknowledges and agrees that this Agreement does not confer, assign or transfer, in whole or in part, any interest of Owner's Easement to Requestor or amend or restrict in any way Owner's rights in and to the Easement. For the avoidance of doubt, (i) Requestor is responsible for acquiring any and all agreements and land rights that Requestor may require in connection with the Project, and (ii) Requestor shall not be deemed to be an invitee, contractor or other third party beneficiary under the Easement.
- b. Any construction or maintenance performed by Requestor in the Encroachment Area following the date of this Agreement requires the submittal of plan and

profile drawings for review and approval by Owner. Three (3) copies of these drawings must be submitted to Owner's local office prior to the beginning of any proposed construction or maintenance. All drawings must show, in detail, all of Owner's facilities and other landmarks that will allow Owner to determine the effects of the proposed construction or maintenance activity on its facilities. No such future construction or maintenance shall be performed by Requestor until such drawings have been approved by Owner in writing.

- c. This Agreement in no way reduces Owner's rights under the Easement. Owner may, at any time, exercise its rights under the Easement in a way that conflicts or interferes with the Project. Upon notice from Owner, Requestor will promptly modify, rearrange or remove the Project to enable Owner to exercise its rights under the Easement without conflict or interference with the Project. Requestor will be responsible for the cost of any such modification, rearrangement or removal. If Requestor fails to so modify, rearrange or remove the Project within forty-five (45) days after notice from Owner to do so, Owner may modify, rearrange or remove the Project without liability for damage resulting therefrom, and Requestor shall promptly reimburse Owner for the cost of such modification, rearrangement or removal.
- d. Requestor shall complete physical installation of the Project within twelve (12) months from the date of execution of this Agreement. If installation is not completed within such period, this Agreement shall become invalid. A new encroachment request must be submitted to Owner before further consideration and will be subject to a processing fee. For the avoidance of doubt, Owner's permission for this Project in no way implies or assures that Owner will reissue an encroachment agreement for the Project in the future should this Agreement become invalid.
- e. This Agreement provides Requestor only with approval to encroach upon the Easement in the Encroachment Area. For the avoidance of doubt, Owner's approval of the Project in no way implies or assures that Owner will grant Requestor's future request (if any) that Owner quitclaims or subordinates in favor of Requestor any portion of the Easement.
- f. Owner shall not be responsible or liable to Requestor for injuries to persons, including death, or damage to property when such injuries or damages are caused by, result from, or are on account of or arising from this Agreement or the Easement. Requestor shall require its contractor(s) to indemnify Owner against any loss, damage or liability arising from work performed or permitted by Requestor or its contractor(s) within the Encroachment Area and to have insurance coverage that supports such indemnification. Before Requestor or its contractors, subcontractors and assigns enter upon the real property on which the Easement is located, each shall obtain or keep, in full force and effect, with respect to its/their work within the Encroachment Area, with insurance companies authorized to do business in the State of Ohio, the following insurance:

- i. Workers compensation insurance as required by the statutory benefit laws of the State of Ohio or approved self-insurance and employers liability insurance with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) bodily injury by accident and One Million and 00/100 Dollars (\$1,000,000.00) each employee for bodily injury by disease.
- ii. Commercial general liability insurance with coverage limits of at least Two Million and 00/100 Dollars (\$2,000,000.00) each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate. Such insurance shall include, but not be limited to, specific coverage for contractual liability encompassing the previously referenced indemnity and liability requirements.
- iii. Automobile liability insurance covering bodily injury and property damage with a total limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per accident. Such insurance shall cover liability arising out of any automobile (including, owned, hired and non-owned automobiles).

The insurance required in clause (ii) above shall: (1) name Owner, its officers, directors and employees as an additional insured; (2) be primary coverage with respect to any liability coverage carried by Owner; and (3) provide for claims by one insured against another such that, except for the limits of insurance, the insurance shall apply separately to each insured against whom a claim is made or suit is brought.

Requestor and Requestor's contractors, subcontractors and assigns waive, and will require their insurers to waive, all rights of recovery against Owner for damages to the extent these damages are covered by the insurance required to be maintained pursuant to the insurance requirements.

Before Requestor, Requestor's contractors, subcontractors and assigns enter upon the Encroachment Area, and thereafter upon the renewal of their insurance policies, Requestor, Requestor's contractors, subcontractors and assigns, shall provide certificates of insurance to Owner evidencing the coverage and limits required by this Agreement and that Owner, its officers, directors and employees are an additional insured.

Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Requestor, Requestor's contractors, subcontractors and assigns to maintain such insurance.

Requestor, Requestor's contractors, subcontractors and assigns, or their respective agents, representatives or insurers shall provide thirty (30) days'

prior written notice of cancellation to Owner, except for non-payment of premium to which ten (10) days' notice shall apply.

- g. Requestor acknowledges and agrees that any construction, development, or any other work or activity in connection with the Project must at all times comply with and abide by those certain encroachment guidelines and terms set forth on Exhibit D attached hereto and made a part hereof.

4. Miscellaneous.

- a. All notices, requests, demands and other communications required to be given, (except as otherwise indicated) shall be deemed to have been duly given if in writing and mailed, as follows:

If to Requester: City of North Ridgeville, Ohio

 Attention: _____

If to Owner: Russ Johnson
 Land Representative 3
 US Land Services
 589 N State Rd
 Medina, OH 44256

- b. It is the responsibility of Requestor to ensure that all contractors or subcontractors are aware, informed of and abide by the terms and conditions set forth in this Agreement.
- c. This Agreement is granted only to Requestor. It is not an interest in real property; it does not run with the underlying land or benefit any successors in interest to the underlying land, and it may not be assigned or transferred to anyone else without the prior written approval of Owner, which Owner may withhold in its sole discretion.
- d. Requestor must return the executed Agreement to Owner at the following address:

Russ Johnson
 Land Representative 3
 US Land Services
 589 N State Rd
 Medina, OH 44256
 Phone: 330-410-4379
 Email: Russell_johnson@tcenergy.com

- e. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the Parties, or any of them, with respect to such subject matter.
- f. If any clause or provision of this Agreement is held to be void, illegal or unenforceable, the other clauses and provisions hereof shall remain in full force and effect, and the clauses or provisions that are determined to be void, illegal or unenforceable shall be limited so that they remain in effect to the extent permitted by law.
- g. This Agreement may be executed and delivered in one or more counterparts (including by electronic transmission), each of which shall be deemed an original. No amendment or modification of this Agreement will be effective unless in writing and executed by the Parties. Signatures delivered by facsimile or other electronic means shall have the same force and effect as originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement, and placed their respective hands and seals, on this Agreement, as of the date indicated above.

Requestor:

APPROVED AS TO LEGAL FORM:

CITY OF NORTH RIDGEVILLE, OHIO

Assistant County Attorney

By: _____ (SEAL)
Name: _____
Title: _____

Owner:

WITNESS:

COLUMBIA GAS TRANSMISSION, LLC

By: _____ (SEAL)
Name: _____
Title: _____

By: _____ (SEAL)
Name: _____
Title: _____

[Acknowledgment Page to Follow]

STATE OF OHIO
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____, of City of North Ridgeville, Ohio, whose name is signed to the foregoing Encroachment and Reimbursement Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2022.

Notary Public

My commission expires: _____

Notary registration number: _____

STATE OF OHIO
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of Columbia Gas Transmission, LLC, whose name is signed to the foregoing Encroachment and Reimbursement Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2022.

Notary Public

My commission expires: _____

Notary registration number: _____

STATE OF OHIO
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of Columbia Gas Transmission, LLC, whose name is signed to the foregoing Encroachment and Reimbursement Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2022.

Notary Public

My commission expires: _____

Notary registration number: _____

Exhibit A

Pipeline Plat

Exhibit B

Encroachment Area

[See attached.]

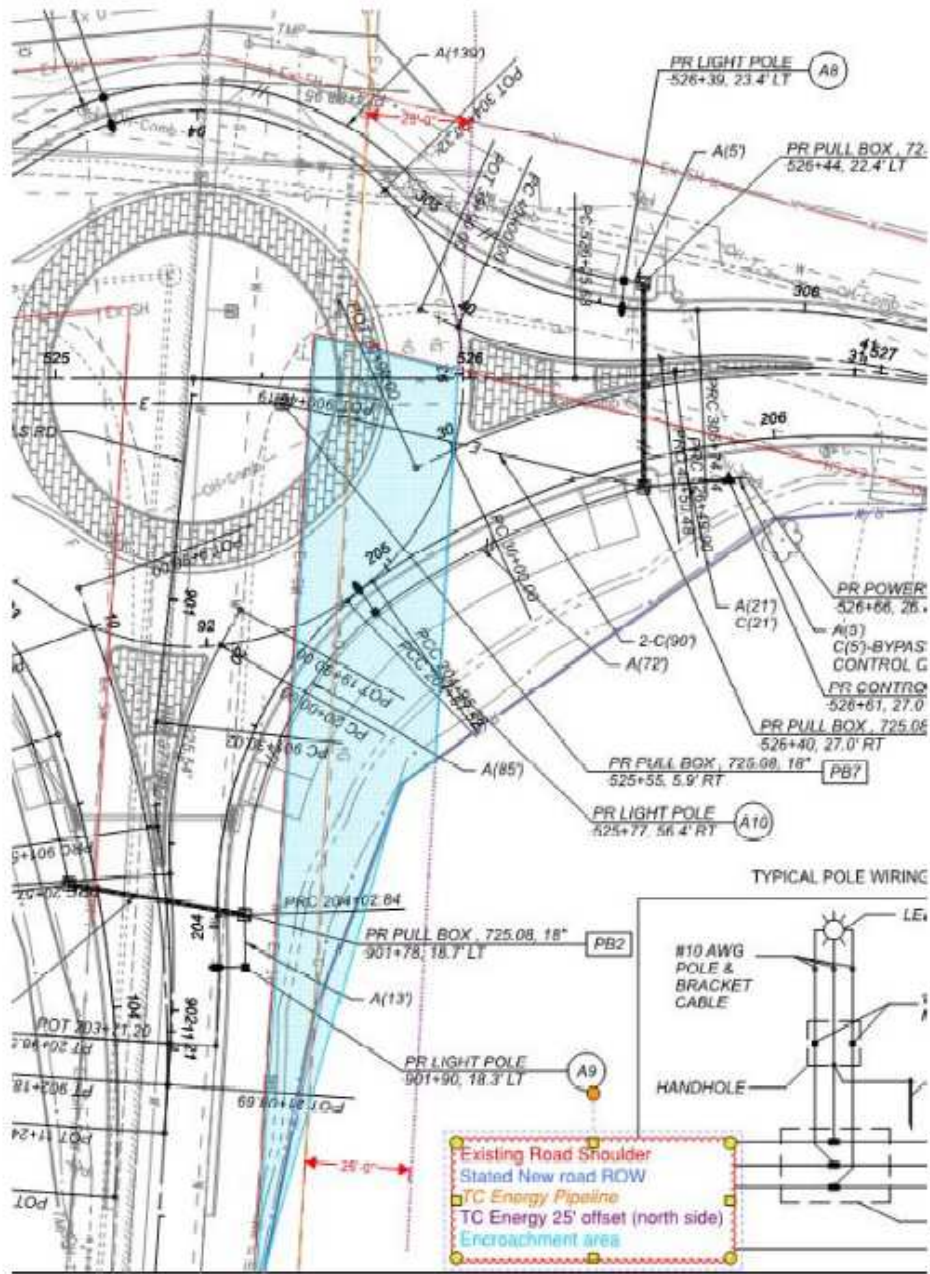


Exhibit C

Estimate

[See attached.]



Cost Estimate Summary - 22-2791.00
 22-2791.00 Casing Removal - Outside Contractor

Project Services
 US Gas Projects - Estimating

Requestor: Paul Jurovick Estimator: Michael Abare Business Unit: Columbia Gas Project Type: Integrity Project Location: Lorain County, Ohio Rating:	Project No: Pending Issue Date: 29-09-2022 In-Service Date: 01-08-2022 Estimate Accuracy: Class 5 : -20% / +30 % Project Stage: Prospecting Construction Timeframe: Summer : 2022
Project Scope: Casing Removal	

Breakdown key	Total cost	Execution Category (TC Energy)%
Execution Category (TC Energy)		100%
BK - Bulk Materials	2,639	1%
CC - Construction Contracts	144,129	43%
CM - Construction Management Contracts	36,270	11%
ME - Engineering Packages	20,000	6%
SC - Support Contracts	21,500	6%
SR - Regulatory & Environmental	21,660	6%
TC - TransCanada Labour and Expense	31,812	9%
Overheads	9,384	3%
Contingency	43,109	13%
Capital Support Allocation	8,263	2%
	338,766	100%

Estimate Assumptions / Notes Estimate Exclusions Currency: US Dollar

Sign-Off	Name:	Signature:	Date:
Cost Estimator:	Michael Abare		
Cost Estimating Manager:	Alisha Williams		
Risk Analyst:			
Project Manager/Requestor:	Paul Jurovick		
Program Manager:			
Director:			
Vice President:			

Exhibit D

Encroachment Guidelines

[See attached.]



Involvement status relates solely to facilities owned and/or operated by TC Energy.

Work within the TC Energy's right-of-way will be performed in accordance with TC Energy procedures to protect the safety of TC Energy's facilities. The following guidelines, although not inclusive, are provided to accommodate your request and protect our pipelines and facilities.

Section 1: General Requirements for Construction within TC Energy Right-of-Way (ROW).

1. Follow all applicable federal and state safety requirements at all times.
2. Before any preliminary field work or construction begins in the vicinity of TC Energy pipeline facilities the approximate location and elevation of the pipeline shall be investigated. Begin with a call to 811 or appropriate state "One Call" notification number. Request both the approximate location and depth of the pipeline to be determined in any area of proposed construction. The area of proposed construction shall be marked with white paint, flags, or otherwise as required by state law.
3. When conducting construction activities in or around TC Energy pipeline facilities or rights-of-way, a TC Energy on-site Company Representative shall be present unless otherwise permitted by TC Energy. A TC Energy Representative will review the location of pipeline facilities prior to starting work.
4. Notice of at least seventy-two (72) hours in advance of construction must be provided.
5. Permittee shall notify the responsible State "One Call" center to request that TC Energy re-mark a pipeline if the existing markers are inadequate or no longer visible for any reason, including disturbance due to construction activities.
6. Permittee shall not burn or bury trash, brush, or other items or substances within TC Energy pipeline rights-of-way.
7. Permittee shall not park equipment or store materials on the TC Energy right-of-way.
8. Use of vibratory equipment larger than walk-behind units shall not be permitted within twenty-five (25) feet of the pipeline or related facility.
9. The Permittee shall mark any excavation area with white paint, flags, or as required by applicable state law within TC Energy right-of-way.

10. The following items, but not limited to, are not permitted within the ROW; valves, curb boxes, manholes, sprinkler heads, splice boxes, service risers, energized equipment, poles, towers, guy wires, mechanical supports, ground rods, anchors, signs, bollards, and similar structures.
11. Before excavation can begin near a TC Energy right-of-way, the excavation area must be located and marked in according to the appropriate state one call regulation. Safe digging is no accident. Know what's below. Call 811 before you dig. TC Energy or its representative shall locate the pipeline and determine the approximate depth of cover before the Permittee can begin excavation.
12. TC Energy shall have a Company representative present during all excavation activities. The Company representative shall have full authority to stop the work if it is determined that the work is being performed in an unsafe manner relative to TC Energy facilities or personnel.
13. Should it be necessary for a TC Energy employee/representative to enter the excavation to inspect its pipeline(s), the excavation at the crossing shall be sloped, permitted safe with trench boxes, or shored in accordance with the requirements of the Occupational Safety and Health Administration.
14. No equipment shall work directly over the pipeline, unless TC Energy grants specific written permission. The Permittee shall install temporary fencing along the TC Energy right-of-way boundaries so equipment shall not inadvertently pass over the pipeline at locations other than those established for the crossing.
15. When excavating within a TC Energy right-of-way, in the presence of a loaded pipeline, the Permittee's excavation equipment shall have a plate welded or attached over the teeth of the excavator bucket.
16. No side cutters shall be used during any excavation within a TC Energy ROW.
17. No part of powered equipment shall come within two (2) feet of TC Energy's pipelines, or according to applicable State or Federal requirements.
18. No bucket, any attachment or load may be swung over TC Energy's pipeline(s) where there is less than two (2) feet of cover.
19. TC Energy requires potholing techniques to be used when digging within two (2) feet of the outer edge of the pipe, unless requirements that are more stringent are set forth by the applicable state's One Call system. Within this "tolerance zone" only hand excavation, air cutting, vacuum excavation or other TC Energy approved techniques are permitted.
20. No excavation shall be made on land adjacent to the pipeline that shall in any way impair, withdraw lateral support, cause subsidence, create the accumulation of water, or cause damage to the pipeline or right-of-way.

21. The Permittee shall ensure all excavation work complies with OSHA's excavation standards outlined in 29 CFR 1926 and correct any noncompliant excavation site before work within TC Energy right-of-way continues.
22. At any location where the pipeline is exposed, the Permittee shall provide TC Energy the opportunity to inspect the pipeline condition, install cathodic protection equipment, repair any pipe coating imperfections, and/or install underground warning materials.
23. No TC Energy buried pipeline shall be left exposed for any duration of time, unless otherwise permitted by TC Energy.
24. Backfill and compaction shall be performed to the satisfaction and in the presence of a Company representative. At least 6 inches of fine, loose earth or other permitted backfill material with no sharp gravel, rock, hard clods, vegetation, or other debris shall be added on all sides of any pipeline, and remaining backfill shall be placed so as not to disturb this padding material or damage the pipeline and its coating. Backfill over the pipe shall be compacted by hand until eighteen (18) inches of cover is achieved.
25. If a flowable fill is required by TC Energy to achieve necessary compaction and support under and around the pipe, specifications will be provided after drawing review and approval.
26. Disturbed ground shall be compacted to at least the same degree of compaction as surrounding areas.
27. The Permittee shall restore the site to its original condition unless otherwise permitted by TC Energy.
28. Continuously poured, steel reinforced concrete is not permitted within TC Energy right-of-way.
29. There shall be no work or spoil storage on the TC Energy right-of-way, nor shall there be any unauthorized equipment crossing(s) on the TC Energy right-of-way.
30. The permittee may be crossing one or more of TC Energy's transmission pipeline(s). These pipeline(s) may be coated with a material to protect them from corrosion. The coating may contain asbestos. If the excavation results in exposing TC Energy's pipeline(s) and there is any damage to the coating, you will be responsible for all costs, including any disposal costs, associated with the coating repair. If necessary, you will also be required, to halt all work activity while the coating material is being analyzed. The coating repair, including the removal of the original material, will be performed by TC Energy personnel or a qualified third-party contractor selected by TC Energy. All work will be done in accordance with TC Energy's current engineering and environmental standards. During the course of the excavation work, Contractor agrees to cooperate with TC Energy to ensure all federal, state and local environmental and safety regulations are followed.

31. The permittee shall submit a Heavy Equipment Crossing Information Form for all additional equipment that will operate within the TC Energy right-of-way. No additional equipment will be permitted within the right-of-way without prior approval from TC Energy. The permittee will work with the on-site representative to complete the Heavy Equipment Crossing Information Form.
32. While using the permitted crossing area(s) with heavy equipment, if rutting, any form of ground decay, or ground pumping occurs, additional measures will be required. The additional measures will include but are not limited to: load calculation reassessment, matting/air bridge installment, additional cover, concrete relief slabs, etc.
33. TC Energy shall limit the number of temporary construction roads constructed by the Permittee. Crossings shall be limited to pre-selected sites and shall be clearly defined and marked. Random crossings are not permitted.
34. During the use of a permitted temporary construction road, the Permittee shall take all reasonable and necessary steps to maintain the integrity of the permitted crossing protection. TC Energy personnel should inspect crossings periodically and may require the Permittee to provide additional protective measures deemed necessary to prevent damage to the pipeline or right-of-way.

Section 2: Requirements for Construction of Roads, Sidewalks, Parking, and Grading

35. All proposed road crossings of buried facilities must be evaluated by TC Energy. Protective measures may be required before construction activity can begin or during the course of such construction activity.
36. Roads, driveways, and concrete sidewalks must not be permitted to be installed longitudinally within the ROW.
37. Use of vibratory equipment larger than walk-behind units shall not be permitted within twenty-five (25) feet of the pipeline or related facility.
38. Variance of the existing depth of cover is not permitted without TC Energy's written permission. Protective measures may be required before construction activity can begin or during the course of such construction activity.
39. Where additional cover is permitted, the final grading shall meet a minimum cover of three (3) feet over the pipeline but shall not exceed five (5) feet from the top of the pipeline without TC Energy written permission.
40. Detention or retention ponds, lakes, structures or any type of impoundment of water, temporary or permanent, shall not be permitted within the right-of-way.

41. Any modifications to an existing drainage pattern shall be designed so there is no erosion of the cover over TC Energy right-of-way.
42. For drainage channels and ditches where a minimum cover of three (3) feet cannot be maintained, the Permittee shall be responsible for the cost of installation of additional protection required by TC Energy.
43. Roads, driveways, or sidewalks shall cross the right-of-way at as near to ninety (90) degrees as possible, but no less than forty-five (45) degrees.
44. Venting systems shall not be used as a means to extend crossovers or vent parking lots.
45. Concrete sidewalks and/or curbs, shall have expansion joints installed five (5') feet on either side of the pipeline.
46. Asphalt roads shall not be greater than twenty-five (25) feet in width.
47. Parking area(s) shall not be installed within ten (10) feet of TC Energy pipeline facilities.
48. Barriers shall be installed on the edge of the parking area closest to the pipeline.
49. Parking lot "crossovers" may be permitted by TC Energy and shall be no greater than twenty-five (25) feet in width.
50. Parking lot "crossovers" shall be spaced at a minimum of fifty (50) foot intervals (measured from the edge of the crossover). Where fifty (50) feet cannot be maintained additional measures may be required.

Section 3: Requirements for Walking and Bicycle Paths

51. Walking/bicycling paths shall be constructed at the outside edge of the TC Energy permanent right-of-way area.
52. Path width within TC Energy rights-of-way shall not exceed six (6) feet.
53. Paths shall cross the TC Energy pipeline as close to ninety (90) degrees as possible, but no less than forty-five (45) degrees.
54. No motorized vehicles of any type, other than power driven wheelchairs, shall utilize paths, which run longitudinally inside the right-of-way.
55. Paving shall be restricted to asphalt only. No concrete paving shall be used for walking and paths.

56. Landowner shall be responsible for maintaining the path to prevent right-of-way damage (including erosion, illegal dumping, etc.) Any change in grade or modifications to existing grade required to control erosion shall be reviewed and approved by TC Energy

Section 4: Requirements for Construction of Retaining Walls, Fences, Buildings, and Landscaping

57. Buildings or other structures, including but not limited to overhanging balconies, patios, decks, swimming pools, wells, walls, utility poles, septic systems, propane tanks, transformer pads, or the storage of materials which creates an obstruction or prevents the inspection of the right-of-way by air or foot, shall not be permitted within the TC Energy right-of-way.
58. The Permittee shall not build retaining walls, drive piling or sheeting, or install an engineered structure that may negatively impact the TC Energy right-of-way.
59. The right-of-way area may be planted in lawn, flowerbeds, or vegetable gardens, or used for normal agricultural purposes.
60. Shrubs or ornamental plantings must not be permitted within 10 ft of the pipeline. Plantings outside of 10 ft of the pipeline must be maintained at 5 ft in height or less.
61. Shrubs maturing at more than five feet tall and all trees (including fruit/nut bearing and Christmas tree farms) shall not be permitted within the right-of-way.
62. TC Energy shall not be responsible for replacement of or reimbursement for any plantings within the right-of-way, unless otherwise stated in applicable land rights document.
63. Fence or hedge height may not exceed five (5) feet in height.
64. Fence post shall not be placed within five (5) feet of the outermost edge of the pipeline.
65. Electric fence(s) shall be equipped with insulated handled gate or some type of disconnect, that is available to TC Energy.
66. Conductors for electric fences shall not be placed within fifteen (15) feet of any TC Energy above grade piping with mechanical fittings.
67. Fence(s) shall cross as near to ninety (90) degrees as possible, but no less than forty-five (45) degrees.
68. Fence(s), must be designed and installed to allow at least a sixteen (16) foot gate or opening centered on the pipeline and must cross at or near to 90 degrees as possible, but no less than forty-five (45) degrees.

69. Permittee shall provide TC Energy access through all gates permitted within the TC Energy right-of-way. If Permittee installs locks on said gates, TC Energy shall also be allowed to install its own locks in a manner that allows TC Energy unimpeded access without limiting Permittee's access.
70. Masonry, brick, or stone walls shall not be permitted on the right-of-way.
71. Permittee will allow TC Energy to place pipeline markers at or near, fences, walls or shrubs in order to identify the pipeline route.

Section 5: Requirements for Utility Crossings

72. Concrete pipe is not permitted to cross above the TC Energy pipeline.
73. Water valves, curb boxes, manholes, sprinkler heads, splice boxes, service risers, energized equipment, poles, towers, guy wires, mechanical supports, ground rods, anchors and similar structures are not permitted inside the TC Energy ROW.
74. Warning tape shall be placed over the pipe whenever a pipeline is being installed or replaced. A minimum six (6) inch wide tape that follows A.P.W.A. Uniform Color Code shall be placed directly above the buried pipeline, where possible. The tape will be buried at least one (1) foot below the surface of the ground and at least one (1) foot directly above the pipeline.
75. The utility shall cross the TC Energy right-of-way as near to ninety (90) degrees as possible, but no less than forty-five (45) degrees.
76. Utilities shall not be installed longitudinally within the right-of-way.
77. The utility shall maintain the same depth of cover across the entire width of the TC Energy ROW if crossing above the TC Energy pipeline.
78. The utility shall maintain elevation across the entire width of the TC Energy ROW if crossing below the TC Energy pipeline.
79. The utility shall not change direction within the TC Energy ROW.
80. Underground utility crossings shall be marked with proper signage at the edge of the TC Energy right-of-way boundaries. Signage shall be according to the A.P.W.A. Uniform Color Code and comply with the authorities having jurisdiction at the edge of each ROW boundary. Exceptions may include agriculture land or open waters.

Section 5a: Requirements for non-metallic utilities including water, drains, sewer, and industrial gases installed by open cut excavation.

81. Utilities shall cross the pipeline with a minimum vertical clearance of two (2) feet for open cut.
82. Non metallic utilities shall be installed with tracer wire for the full width of the TC Energy right-of-way.
83. At locations where tracer wire is installed, tracer wire shall be raised to the ground surface and connected to a test station for monitoring.
84. Natural gas (or other industrial gases) line crossing below the pipeline shall either be encased in a six (6)-inch envelope of yellow 2,000 psi concrete or encased in four (4)-inch minimum diameter, standard wall thickness, coated steel pipe across the full width of the TC Energy right-of-way.
85. Natural gas (or other industrial gases) line permitted by TC Energy to cross above the pipeline shall be encased in 4-inch minimum diameter, standard wall thickness, coated steel pipe across the full width of the TC Energy right-of-way. Do not use concrete for crossings above the pipeline.

Section 5b: Requirements for metallic utilities including water, drains, sewer, and industrial gases installed by open cut excavation.

86. Metallic utilities shall be coated with a non-conductive coating for the entire width of the TC Energy right-of-way.
87. Metallic utilities shall cross the pipeline with a minimum vertical clearance of two (2) feet for open cut.
88. Corrosion protection (CP) materials including but not limited to bonds, test leads, test stations, magnesium anode current drains, and permanent reference electrodes shall be installed at the expense of the Permittee.
89. Minimum CP material requirements shall be:
 - i. Installation of test leads on both the TC Energy pipeline and the Permittee's crossing structure.
 - ii. Installation of a permanent Copper-Copper Sulfate (CuCuSO₄) reference electrode between the TC Energy pipeline and the Permittee's crossing structure
90. Permittee shall be responsible for the corrosion protection of its facilities against TC Energy's cathodic protection system. Permittee shall be responsible for installation of facilities on its structures. TC Energy shall provide personnel, at the expense of Permittee, for installation of facilities on TC Energy's pipelines.

91. The permittee will be responsible to work with TC Energy to perform cooperative interference testing of the existing and newly installed corrosion protection systems. Any interference found will be mitigated by the permittee.

Section 5c: Requirements for electric, fiber optic/cable installed by open cut excavation.

92. All underground electric under 600V and fiber optic utilities permitted by TC Energy shall cross the pipeline with a minimum vertical clearance of two (2) feet.
93. All underground electric above 600V permitted by TC Energy shall cross the pipeline with a minimum vertical clearance of three (3) feet.
94. All underground electric and fiber optic utilities permitted by TC Energy to cross below the pipeline shall be encased with a minimum of two (2) inch Schedule 40 PVC pipe, or equivalent, for the complete width of the right-of-way and also be surrounded with a minimum of six (6) inches of colored concrete in accordance with the A.P.W.A. Uniform Color Code or four (4) inch minimum diameter, standard inch wall thickness, coated steel pipe across the full width of the TC Energy right-of-way.
 - i. Underground electric and fiber optic utilities permitted by TC Energy to cross in excess of three (3) feet below the pipeline do not require the use of concrete or an additional conduit.
95. All underground electric and fiber optic utilities permitted by TC Energy to cross above the pipeline shall be encased in two (2) inch minimum diameter Schedule 40 PVC pipe for the complete width of the right-of-way and a four (4) inch minimum diameter, standard inch wall thickness, coated steel pipe or Schedule 40 PVC pipe across the full width of the TC Energy right-of-way.
96. Spare conduits that can be identified for future use may be installed. Spare conduits must be installed at the same depth as the main conduit.
97. Conduits must be installed and marked to meet all requirements of the specific type of approved Crossing (e.g., tracer wire, warning tape).

Section 5c: Requirements for electric, fiber optic/cable installed aboveground.

98. Aboveground cables shall be installed with a minimum of thirty-three (33) feet above grade clearance for the full width of the TC Energy right-of-way.
99. The design of overhead electrical cables energized to 600 volts or more that cross or parallel within 200 feet of TC Energy's pipeline(s) must be reviewed and approved by TC Energy. This review may require installation of induced AC mitigation facilities, and additional aerial markers.
100. Unacceptable levels of AC or DC stray current caused by the installation of a foreign utility crossing will be mitigated at the expense of the Permittee.

Section 5d: Requirements for utilities installed by trenchless excavation.

101. All utilities installed via trenchless excavation require three (3) feet of clearance from the TC Energy pipeline.
102. Underground utilities permitted by TC Energy to cross in excess of three (3) feet below the pipeline do not require the use of concrete or an additional conduit.
103. Natural gas (or other industrial gases) line permitted by TC Energy to cross above the pipeline shall be encased in 4-inch minimum diameter, standard wall thickness, coated steel pipe across the full width of the TC Energy right-of-way. Do not use concrete for crossings above the pipeline.
104. All underground electric and fiber optic utilities permitted by TC Energy to cross above the pipeline shall be encased in two (2) inch minimum diameter Schedule 40 PVC pipe for the complete width of the right-of-way and a four (4) inch minimum diameter, standard inch wall thickness, coated steel pipe or Schedule 40 PVC pipe across the full width of the TC Energy right-of-way.
105. Spare conduits that can be identified for future use may be installed. Spare conduits must be installed at the same depth as the main conduit.
106. Conduits must be installed and marked to meet all requirements of the specific type of approved Crossing (e.g., tracer wire, warning tape).
107. Trenchless excavation requires prior approval with drawings which detail the excavation plan.
108. During trenchless excavation:
 - i. A sight inspection hole must be excavated as follows to prevent the drill bit from coming in contact with the pipeline:
 - i. Minimum of 5 ft and a maximum of 10 ft from the side (nearest to the drill) of each buried pipeline
 - ii. Depth at least 36 in. below the bottom of the pipeline
 - iii. Sight inspection holes parallel to the pipeline, a minimum of 10 ft long, and sufficiently wide to provide visual confirmation of the borehead
 - iv. Where the sight inspection hole is not practical, additional requirements may apply, including but not limited to additional vertical clearance
 - ii. Centerline of the bore must be marked for trenchless excavation.
 - iii. Spoil piles must not be placed over the bore path as this increases the depth of cover.
 - iv. Any bore pits required to setup and stage equipment must be located outside of the ROW.
 - v. Tracking equipment is required to track the location of the drill head and must be:

- i. Verified for operability within tolerances
 - ii. Field tested on site to confirm operation (the test should be documented by the permittee and approved on-site by the Operations representative)
- vi. Continuously monitor the progress of the drill head and ensure it can be visually seen entering the sight inspection holes at the expected depth and location.
- vii. If the drill head does not enter the sight inspection hole at the expected depth and location, stop the drill and reassess the bore. Confirm that there are no hazards prior to re-commencing the bore. This may require:
 - i. Adjusting the drill head
 - ii. Reconfirming the expected centerline of the drill head entry at sight inspection holes
 - iii. Enlarging or lengthening sight inspection holes
 - iv. Pulling back and restarting the bore where required

Section 6: Requirements for field tile installation.

109. Permittee shall execute the Field Tile Agreement, prior to any field tile installations that occur from the edge of TC Energy right of way to the edge of TC Energy right of way. Permitted field tile or drainage pipe shall cross the pipeline right-of-way at or as near to ninety (90) degrees as possible, but no less than forty-five (45) degrees. A minimum clearance of twelve (12) inches above or below the pipeline shall be maintained. Field tile shall not drain onto a TC Energy right-of-way. Longitudinal runs of field tile shall not be within fifteen (15) feet of TC Energy pipelines.

Section 7: Requirements for Dredging.

110. Dredging activities within 500 feet of the TC Energy right-of-way shall comply with the following minimum requirements:
- i. A TC Energy representative must meet with the Corps of Engineers representative to review the plan.
 - ii. TC Energy must be contacted at least 72 hours prior to coming within 500 feet of the pipeline.
 - iii. A TC Energy representative must be on board the vessel when the dredging operation is within 500 feet of the pipeline.

Section 8: Requirements for Blasting.

111. Blasting plans shall be submitted ten (10) working days (excludes Saturday, Sunday or federal holiday) prior to the blasting event. It is the responsibility of the Permittee to complete the TC Energy blasting form. It is imperative that a drawing of the blast area be included with the submission of all blasting plans. Review of the blast data shall not be performed until a drawing is submitted showing the location and orientation of all charges relative to the TC Energy pipeline. Any modifications to the blasting plan must also be submitted to TC Energy for prior review and should not be implemented unless and until TC Energy provides prior written confirmation that it does not object to such modifications.

All drawings shall be scalable and show the distance from the charges to the TC Energy pipeline.

112. Permittee shall conduct a three (3) axis seismic survey for each blast event within 300 feet of a TC Energy pipeline, unless otherwise permitted by TC Energy. Seismic equipment shall be placed over the pipeline in the proximity of the closest charge hole to the pipeline, aligning one of the axes parallel to the pipeline and another axis perpendicular to the pipeline.

Exhibit E

Owner Wire Instructions

[See attached.]



TC Energy Corporation
450 – 1st Street SW
Calgary, AB, Canada T2P 5H1
Treasury_department@tcenergy.com

February 2, 2022

Columbia Gas Transmission, LLC

Account information:

Account number:	8210005525
Account name:	Columbia Gas Transmission, LLC
Beneficiary address:	700 Louisiana Street Suite 1300 Houston, TX 77002

Instructions for sending USD funds by [wire](#) are as follows:

Bank name:	Bank of America
Bank address:	222 Broadway New York, NY 10038
Routing number:	026 009 593
Swift code:	BOFAUS3N (BOFAUS6S if incoming wire is in foreign currency)

Instructions for sending USD funds by [ACH](#) are as follows:

Bank name:	Bank of America
Bank address:	1401 Elm Street 2 nd Floor Dallas, TX 75202
Routing number:	071 000 039

If you have any questions, or require further assistance, please do not hesitate to contact us at treasury_department@tcenergy.com.

DATE:	<u>October 17, 2022</u>	1 ST READING:	<u>October 17, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 155-2022</u>	ADOPTED:	<u>October 17, 2022</u>
		EMERGENCY:	<u>October 17, 2022</u>

ORDINANCE NO. 6012-2022

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5889-2021
OF THE CITY OF NORTH RIDGEVILLE, OHIO, PROVIDING
APPROPRIATIONS FOR THE PERIOD COMMENCING
JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022 AND
DECLARING AN EMERGENCY.**

WHEREAS, it is necessary to amend the appropriations for certain funds and appropriate other amounts for the operations of the City of North Ridgeville, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:

SECTION 1. That to provide for current and other expenditures for the City of North Ridgeville, Ohio for the period commencing January 1, 2022 and ending December 31, 2022, Ordinance No. 5889-2021 be and the same are hereby supplemented in the following amounts so that from and after the effective date of the Ordinance, the appropriation Ordinance shall include the following, being adjusted for the similar terms in the preceding appropriation Ordinance.

SECTION 2. That there be appropriated from the respective funds listed below, the amounts as follows:

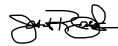
<u>Fund</u>		<u>Personal</u>		<u>Transfers</u>	
<u>Number</u>	<u>Fund</u>	<u>Services</u>	<u>Other</u>	<u>and Advances</u>	<u>Total</u>
	<u>Capital Project Funds</u>				
410	Capital Improvement	-	375,000	-	375,000
Total Capital Project Funds		-	375,000	-	375,000
	<u>Enterprise Funds</u>				
640	Sewer	-	200,000	-	200,000
Total Enterprise Funds		-	200,000	-	200,000
Total All Funds		-	575,000	-	575,000

SECTION 3. That the Auditor of the City of North Ridgeville is hereby authorized to draw warrants on the Treasury of the City of North Ridgeville for payments on any of the foregoing appropriations, upon receiving proper certification and vouchers therefore, approved by officers authorized by law to approve the same or by an ordinance or resolution of Council to make the expenditure and provide that no warrants may be drawn or paid for salaries or wages, except to persons employed by authority of or in accordance with law or Ordinance.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 accordance with all legal requirements.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to move forward and get started on the project. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 17, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Oct 26, 2022



Kevin Corcoran
MAYOR

DATE:	<u>September 19, 2022</u>	1 ST READING:	<u>September 19, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>October 3, 2022</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>October 17, 2022</u>
TEMPORARY NO:	<u>T 141-2022</u>	ADOPTED:	<u>October 17, 2022</u>

ORDINANCE NO. 6013-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW WITH THE LOWEST AND BEST BIDDER FOR THE RELOCATION AND INSTALLATION OF A NEW INFLUENT SCREENING SYSTEM AT THE FRENCH CREEK WASTEWATER TREATMENT PLANT, NOT TO EXCEED \$800,000.00.

WHEREAS, the existing influent screens are failing and beyond their useful life; and

WHEREAS, the current screen location is prone to yearly flooding; and

WHEREAS, the new screening system will be more efficient and safer than the old system; and

WHEREAS, engineering services for this project was previously approved for an amount not to exceed \$800,000.00.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

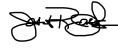
SECTION 1. The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to negotiate and enter into a contract(s) according to law and in a manner prescribed by law with the lowest and best bidder(s), not to exceed \$800,000.00, for the relocation and installation of a new influent screening system for the French Creek Wastewater Treatment Plant. The City shall reserve the right to reject any or all bids as is deemed appropriate to serve the best interests of the municipality as owner and operator of the wastewater treatment plant.

SECTION 2. The cost of the relocation and installation of a new influent screening system and all ancillary equipment shall be paid from the appropriate city fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Oct 26, 2022



Kevin Corcoran
MAYOR