

**CLEARVIEW BOARD OF EDUCATION
REGULAR MEETING
OCTOBER 14, 2019
6:30 P.M.**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

IV. APPROVAL OF AGENDA

A. RESOLUTION 2019 - 107

That the Board approve the October agenda, as presented.

Moved_____ Seconded_____

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

Passed_____ Defeated_____

**V. RECOGNITION OF VISITORS AND HEARING OF THE PUBLIC ON
AGENDA ITEMS ONLY. (Please see Public Participation at Board Meetings.)**

VI. APPROVAL OF THE MINUTES

A. RESOLUTION 2019 - 108

That the minutes of the regular meeting held on September 9, 2019 at 6:30 p.m., be approved as submitted.

Moved_____ Seconded_____

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

Passed_____ Defeated_____

VII. TREASURER'S BUSINESS AND REPORTS

A. RESOLUTION 2019 – 109

That the Board approve the following recommended by the Treasurer as follows:

1. Approve the following Student Activities for the 2019-2020 School Year:

PBIS CHS	300-9801
PBIS DMS	300-9802
PBIS VES	300-9803
DMS Basketball	300-9357

2. Approve a resolution to adopt a Section 125 Flexible Fringe Benefits Plan for the employees of the Clearview Board of Education to be effective October 1, 2019. **EXHIBIT**
3. Approve service agreements with Republic Services through Ohio Schools Council for monthly waste removal as follows: **EXHIBIT**
 - CHS \$302.41
 - DMS \$264.48
 - VES \$264.48
4. Approve a service agreement with Cleveland Time Clock & Service Co. for TimeTrak upgrade from TimeTrak 500 version 10 to version 2016 Enterprise at a cost of \$2,810.00, with replacement BIO915-HID time clocks at a cost of \$1,595.00 each plus \$195.00 installation for clock #1, \$95.00 each additional clock. **EXHIBIT**
5. Authorize the Treasurer to pursue the acquisition of the following permanent parcels:
 - 03-00-108-101-051 also known as 4650 Broadway Avenue, Lorain, OH 44052
 - 03-00-108-101-049 also known as 4680 Broadway Avenue, Lorain, OH 44052
 - 03-00-108-101-083 also known as 4780 Broadway Avenue, Lorain, OH 44052
 - 03-00-108-101-062 also known as 4630 Broadway Avenue, Lorain, OH 44052**EXHIBITS**
6. Approve a service agreement with GPD Group for topographical and partial boundary surveys for the proposed bus / maintenance garage at a cost of \$4,100.00. **EXHIBIT**
7. Approve a “unit rate” service agreement with GeoSci for construction observation and material testing services in accordance with the attached Schedule of Compensation. **EXHIBIT**

8. Approve a service agreement with GeoSci for sub-surface exploration services in accordance with the attached agreement at a cost of \$2,800.00 and \$45.00 per foot if additional borings are required. **EXHIBIT**
9. Approve a service agreement with Pardee Environmental for hazardous material abatement services at a cost of \$3,290.00. **EXHIBIT**
10. Approve a service agreement with SpyGlass Group, LLC for the purpose of auditing and analyzing telecommunications (Voice, Data, Cloud Services and Mobile Cellular) to seek cost recovery, service elimination and cost reduction recommendations. **EXHIBIT**
11. Establish Fund 467 – Student Wellness and Success Fund in accordance with ORC 3317.26. **EXHIBIT**
12. Accept the September 2019 financial statement, along with the check register.

Moved_____ Seconded_____

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

Passed_____ Defeated_____

VIII. COMMUNICATIONS

IX. BOARD MEMBER REPORTS

- a. President's Club – Kokinda, Mielcarek
- b. Delegate to OSBA – Kokinda, Alternate; Koziura
- c. J.V.S. Board Member – Marcucci
- d. Educational Foundation - Adkins
- e. Curriculum – Adkins, Kokinda,

X. OLD BUSINESS

A. RESOLUTION 2019 - 110

That the Board amend Resolution **2019-102** to remove **LAUREN SAYERS** in receiving the Special Education Supplemental for the 2019-2020 year.

Moved_____ Seconded_____

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

Passed_____ Defeated_____

XI. NEW BUSINESS

A. RESOLUTION 2019 - 111

That the Board approve the following Certificated and Classified personnel actions for the 2019-2020 school year, in accordance with Board policy and/or the negotiated agreements, as recommended by the Superintendent.

CERTIFIED

Movement on Pay Schedule

That the Board approve payment to staff members and administrators who have completed coursework and submitted proof of academic credit to merit movement on the salary schedule, in accordance with the CEA contract negotiated, to be retroactive from the beginning of the 2019-2020 school year.

TIFFANY DUKE – BA+15

ANGELA SIPSOCK – MA+15

JENNIFER SMERCINA – BA+15

MICHAEL NEWMAN – Step 4, MA+20

NOELEN ROTHACKER – Step 6, MA+40

(Response to Intervention) RTI

The following teachers to be paid at the curriculum rate for their RTI work:

MEGAN KHANDEKAR(Vincent Elementary – not to exceed \$1,000.00)

HILLARY RIOS (Durling Middle – not to exceed \$500.00)

CAROLYN KAZEL (Clearview High – not to exceed \$500.00)

Supplemental

JOHN SZALAY, BB HS Boys Head Coach
JASON CHRISTENSEN, BB HS Boys Assistant Coach
ARRINGTON NOBLE, BB HS Boys Assistant Coach
NICHOLAS DIMACCHIA, BB HS Girls Head Coach
JASON STEADMAN, Wrestling HS Head Coach
SCOTT SLOBODA, Bowling HS Head Coach
ROGER ENGLE, FB HS Assistant Coach
DON COLLIER, FB HS Assistant Coach
LUCAS WRIGHT, FB HS Assistant Coach
AVERY CRUZ, FB HS Assistant Coach
HEATHER YOUNKIN, VB HS Assistant Coach (.67)
ONYX LOPEZ, VB HS Assistant Coach (.67)
NICK GUERRIERI, Facilitator (1/3 Mentor Rate) (up to 2 extended days, as needed)
ERICA CRAWFORD, Facilitator (1/3 Mentor Rate) (up to 2 extended days, as needed)
GEORGE WACHOWIAK, Facilitator (1/3 Mentor Rate) (up to 2 extended days, as needed)
EVE ALBERTI, Mentor (Full Pay) (up to 2 extended days, as needed)
KELLY MCMILLION, Mentor (Full Pay) (up to 2 extended days, as needed)

CLASSIFIED

Employ

CHARLIE HOPKINS, on a Temporary basis as Cook's Helper at Clearview High, 2.0 hrs. a day, Step "0", pro-rated 185 day contract, effective 9/16/19

ANNETTE SEXSTELLA, Initial Probationary One Year Contract, Cook's Helper at Vincent Elementary, 2.0 hrs. a day, Step "0", pro-rated 185 day contract, effective 9/16/19

2nd Year Probationary Contract

LISA HOLCOMB, Bus Driver, 3.75 hrs. daily, effective 10/25/19
MATTHEW GUNDERSON, Lunch Monitor, Durling Middle, 2.5 hrs. daily, effective 11/19/19

Continuing Contract

KRISTINE STARR, Teacher's Aide, Durling Middle, 5 hrs. daily, effective 11/17/19

Substitute Worker on an as needed basis
CONNIE WHEELER

Moved_____ Seconded_____

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

Passed_____ Defeated_____

B. RESOLUTION 2019 - 112
Substitute Worker on an as needed basis
HAROLD BAKER

Moved_____ Seconded_____

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

Passed_____ Defeated_____

C. RESOLUTION 2019 - 113

That the Board approve the following resolutions as recommended by the Superintendent and Treasurer, as follows:

1. That the Board accept the following donations from:
 - a) Buckeye Bank, in the amount of \$200.00, to the Vincent Elementary Principal's account as a donation toward the Harlem Wizard event.
 - b) Donations made to the Clearview Education Endowment Fund in memory of Ray Cirata:
Pam Cirata \$625.00, Jeff and Lynn Love \$50.00, Kelly and Lora Callihan \$100.00, Kurt and Mary Jo Stitak \$300.00, Kevin and Jennifer Scheiferstein \$25.00, James and Pearl Novak \$25.00, Mark and Jone Zimmerman \$50.00, Jean and Donald Branzel \$75.00

Moved_____ Seconded_____

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

Passed_____ Defeated_____

XII. SUPERINTENDENT'S REPORT

XIII. COMMENTS AND QUESTIONS FROM THE BOARD

XIV. CLEARVIEW EDUCATION ASSOCIATION

XV. HEARING OF THE PUBLIC ON NONAGENDA ITEMS
(Please see Public Participation at Board Meetings)

XV. ADJOURNMENT

A. RESOLUTION 2019 - 114

That the regular meeting of October 14, 2019 be adjourned.

Moved_____ Seconded_____

Adkins_____ Baker _____ Koziura _____ Mielcarek_____ Kokinda

Passed_____ Defeated_____

BOARD OF EDUCATION RESOLUTION

for

Clearview Board of Education - 502

At the meeting of the Board of Education of Clearview Board of Education, the following motion was made by _____.

I move that the Board of Education adopt a Section 125 Flexible Fringe Benefits Plan for the employees of Clearview Board of Education to be effective on October 1, 2019.

This motion was seconded by _____ and passed unanimously.

Signed by:

SAMPLE PLAN DOCUMENT

SECTION 125

FLEXIBLE BENEFIT PLAN

Version 07/17 of the Sample Plan Document includes the following changes:

Updated Section F, #7 – Changed wording for maximum to not exceed the limit as indicated by the IRS in accordance with the law.

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Clearview Board of Education
Address:	4700 Broadway Lorain, OH 44052
Employer Identification Number:	34-6000658
Nature of Business:	Education
Name of Plan:	Clearview Board of Education Flexible Benefit Plan All Employees
Plan Number:	502

B. EFFECTIVE DATE

Original effective date of the Plan:	October 1, 2019
If Amendment to existing plan, effective date of amendment:	N/A

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment
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Retiree Wording:	N/A
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Minimum Hours:	All employees with 15 hours and have worked 36 weeks hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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Age:	Minimum age of 18 years.
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D. PLAN YEAR

The current plan year will begin on October 1, 2019 and end on September 30, 2020. Each subsequent plan year will begin on October 1 and end on September 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS: Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Medical Mutual
Medical**

**American Fidelity Assurance Company
Accident Only**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company
C-11 and subsequent series**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**EyeMed
Vision**

**Delta
Dental**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.

N/A

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - \$0.00 per Plan Year

Recordkeeper: N/A

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$0.00 per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - \$0.00 per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper:

Restrictions:

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan are not elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan N/A elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the

Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Ohio. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

**Clearview Board of Education - 502
(Name of Employer)**

By: _____

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII

PD – 07/17 Document ID # 126114MCP #95611 Effective Date:10/01/2019 9/10/19 12:34 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- | | | |
|-------|----------------------|---|
| 2.01 | Administrator | The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable). |
| 2.02 | Beneficiary | Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death. |
| 2.02a | Carryover | The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5). |
| 2.03 | Code | Internal Revenue Code of 1986, as amended. |
| 2.04 | Dependent | Any of the following:

(a) <u>Tax Dependent:</u> A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom |

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 Effective Date

The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 Elective Contribution

The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.
2.19	Insurer	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20	Key Employee	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

- | | | |
|------|----------------------------------|---|
| 2.21 | Non-Elective Contribution | A contribution amount made available by the Employer for the purchase of benefits elected by the Participant. |
| 2.22 | Participant | An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement. |
| 2.23 | Plan | The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time. |
| 2.24 | Plan Year | The Plan Year as specified in Item D of the Adoption Agreement. |
| 2.25 | Policy | An insurance policy issued as a part of this Plan. |
| 2.26 | Preventative Care | Medical expenses which meet the safe harbor definition of “preventative care” set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition. |
| 2.27 | Recordkeeper | The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan. |
| 2.28 | Related Employer | Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m). |

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.
- 3.02 **ENROLLMENT:** An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and

shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 **TERMINATION OF PARTICIPATION:** A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 **SEPARATION FROM SERVICE:** The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 **QUALIFYING LEAVE UNDER FAMILY LEAVE ACT:** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 **EMPLOYER CONTRIBUTIONS:** The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer

Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 **IRREVOCABILITY OF ELECTIONS:** A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) **Change in Status.** A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) **Special Enrollment Rights.** If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a

children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to

- average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 **PURPOSE:** These benefits provide the group medical insurance benefits to Participants.
- 5.02 **ELIGIBILITY:** Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 **TERMS, CONDITIONS AND LIMITATIONS:** The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 **COBRA:** To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 **SECTION 105 AND 106 PLAN:** It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 **CONTRIBUTIONS:** Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:** Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 **PURPOSE:** This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 **ELIGIBILITY:** Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 **TERMS, CONDITIONS AND LIMITATIONS:** The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 **SECTION 104 AND 106 PLAN:** It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 **CONTRIBUTIONS:** Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 **PURPOSE:** This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 **ELIGIBILITY:** Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 **TERMS, CONDITIONS, AND LIMITATIONS:** The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 **SECTION 79 PLAN:** It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 **CONTRIBUTIONS:** Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 **PURPOSE:** The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of

desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
 - (i.) Drugs or medicines that require a prescription;
 - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription; and
 - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- a. **Substantiation.** The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- b. **Status of Charges.** All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. **Correction Procedures for Improper Payments.** In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. **Intent to Comply with Rev. Rul. 2003-43.** It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of

such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 **GRACE PERIOD:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 **CARRYOVER:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 **TERMS, CONDITIONS, AND LIMITATIONS:**
- a. **Accounts.** The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
 - (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
 - (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
 - (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 **PURPOSE:** If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 **BENEFITS**: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 **TERMS, CONDITIONS AND LIMITATION**:

- a. **Maximum Benefit**. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. **Mid-Year Election Changes**. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 **RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN**: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 **NO ESTABLISHMENT OF ERISA PLAN**: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 **AMENDMENT**: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 **TERMINATION**: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 **NAMED FIDUCIARIES:** The Administrator shall be the fiduciary of the Plan.
- 12.02 **APPOINTMENT OF RECORDKEEPER:** The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 **POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:**
- a. **General.** The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - b. **Recordkeeping.** The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - c. **Inspection of Records.** The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 **COMPENSATION AND EXPENSES OF ADMINISTRATOR:** The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 **LIABILITY OF ADMINISTRATOR:** Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 **DELEGATIONS OF RESPONSIBILITY:** The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate.

The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 **RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION:** The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 **CLAIM FOR BENEFITS:** To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 **GENERAL CLAIMS REVIEW PROCEDURE:** This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. **Initial Claim for Benefits.** Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. **Review of Claim Denial.** If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and

shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 **PLAN NOT CONTRACT OF EMPLOYMENT:** The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 **NON-ASSIGNABILITY:** No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 **SEVERABILITY:** If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 **CONSTRUCTION:**
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 **NONDISCRIMINATION:** In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 **ERISA.** The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.



PROPOSAL

9/23/2019

MARK SMARSH
 DURLING MIDDLE SCHOOL
 100 N RIDGE RD W
 LORAIN, OH 44053
 Quote: A194836322

CLEARVIEW BOARD OF EDUCATION:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 440-458-5191. It's that easy.

Service Details

SMALL CONTAINERS

Price Adjustment

Equipment Qty/Type/Size:	1 - 4.0 yard Container	Base Rate:	\$37.93 per month
Frequency:	1/week		
Material Type:	All in One - Single stream		

Price Adjustment

Equipment Qty/Type/Size:	1 - 8.0 yard Container	Base Rate:	\$226.55 per month
Frequency:	3/week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$264.48
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Total Estimated Amount	\$264.48
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Tami McCloud
 Republic Services
 440-458-3239
 tmcccloud@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the



PROPOSAL

proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	CLEARVIEW BOARD OF EDUCATION
ATTN:	MARK SMARSH
ADDRESS	4700 BROADWAY
CITY	LORAIN, OH
STATE	
ZIP CODE	44052-5542
TEL. NO.	(440) 233-6446
FAX NO.	

SITE LOCATION	
SITE NAME	DURLING MIDDLE SCHOOL
ADDRESS	100 N RIDGE RD W
CITY	LORAIN, OH
STATE	
ZIP CODE	44053
TEL. NO.	(440) 233-6446
FAX NO.	
AUTHORIZED BY:	MARK SMARSH
CONTACT	MARK SMARSH
TITLE	CONTROLLER

AGREEMENT NUMBER	A194836322
ACCOUNT NUMBER	224-120148
EMAIL	mark.smarsh@clearviewschools.org

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	LIF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N	2	FR	4.0 Yd(s)	N	1	P	N	1/1W				N	LR16	10/1/2019		\$37.93	\$130.00			Delivery \$110.00 Exchange \$200.00 Extra Yds \$33.02 Relocate \$125.00 Removal \$102.00	
O	2	FR	4.0 Yd(s)	N	1	P	N	1/1W				N	LR01	9/30/2019		\$53.82	\$130.00				
N	3	FL	8.0 Yd(s)	N	1	P	N	3/1W				N	LLC2	10/1/2019		\$228.55	\$130.00			Delivery \$115.00 Exchange \$200.00 Extra Yds \$30.00 Relocate \$125.00 Removal \$93.50	
O	3	FL	8.0 Yd(s)	N	1	P	N	3/1W				N	LLL1	8/30/2019		\$284.70	\$130.00				

Browning-Ferris Industries of Ohio, Inc. DBA Allied Waste Services of Elyria, Republic Services of Elyria
HEREINAFTER REFERRED TO AS THE "COMPANY"

BY:	TITLE:	(AUTHORIZED SIGNATURE)	CUSTOMER NAME (PLEASE PRINT)	DATE OF AGREEMENT

COMMENTS	TERMS AND CONDITIONS
Delivery Notes: Safety: No Safety Concerns Fuel Recovery Fee - No , Environmental Recovery Fee - No , Administrative Fee - No Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee	SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws. TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY. WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees, environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer's the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Material above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and content of this Agreement, as though it were an original.

CUSTOMER'S INITIAL: _____

DATE: _____



PROPOSAL

9/23/2019

MARK SMARSH
VINCENT ELEMENTARY
2303 N RIDGE RD E
LORAIN, OH 44055
Quote: A194836321

CLEARVIEW BOARD OF EDUCATION:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 440-458-5191. It's that easy.

Service Details

SMALL CONTAINERS

Price Adjustment

Equipment Qty/Type/Size:	1 - 4.0 yard Container	Base Rate:	\$37.93 per month
Frequency:	1/week		
Material Type:	All in One - Single stream		

Price Adjustment

Equipment Qty/Type/Size:	1 - 8.0 yard Container	Base Rate:	\$226.55 per month
Frequency:	3/week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$264.48
Total Estimated Amount	\$264.48

Tami McCloud
Republic Services
440-458-3239
tmcccloud@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	CLEARVIEW BOARD OF EDUCATION
ATTN:	MARK SMARSH
ADDRESS	4700 BROADWAY
CITY	LORAIN, OH
STATE	
ZIP CODE	44052-5542
TEL. NO.	(440) 233-6446
FAX NO.	

SITE LOCATION	
SITE NAME	VINCENT ELEMENTARY
ADDRESS	2303 N RIDGE RD E
CITY	LORAIN, OH
STATE	
ZIP CODE	44055
TEL. NO.	(440) 233-6446
FAX NO.	
AUTHORIZED BY:	MARK SMARSH
CONTACT	MARK SMARSH
TITLE	CONTROLLER

AGREEMENT NUMBER	A194836321
ACCOUNT NUMBER	224-120148
EMAIL	mark.smarsh@clearviewschools.org

INO	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	LIF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N	2	FR	4.0 Yd(s)	N	1	P	N	1/1W				N	LR18	10/1/2019		\$37.93	\$130.00			Delivery \$110.00 Exchange \$200.00 Extra Yds \$33.02 Relocate \$125.00 Removal \$102.00	
O	2	FR	4.0 Yd(s)	N	1	P	N	1/1W				N	LR01	9/30/2019		\$53.82	\$130.00				
N	4	FL	8.0 Yd(s)	N	1	P	N	3/1W				N	LLC2	10/1/2019		\$226.55	\$130.00			Delivery \$0.00 Exchange \$200.00 Extra Yds \$30.00 Relocate \$125.00 Removal \$93.20	
O	4	FL	8.0 Yd(s)	N	1	P	N	3/1W				N	LLL1	9/30/2019		\$264.70	\$130.00				

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY:	TITLE:
(AUTHORIZED SIGNATURE)	(AUTHORIZED SIGNATURE)
CUSTOMER NAME (PLEASE PRINT)	DATE OF AGREEMENT

COMMENTS	TERMS AND CONDITIONS
Delivery Notes: Safety: No Safety Concerns Fuel Recovery Fee - No , Environmental Recovery Fee - No , Administrative Fee - No Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee	SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws. TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY. WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY

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CUSTOMER'S INITIAL: _____ DATE: _____



CLEVELAND TIME CLOCK & SERVICE CO.
SALES AND SERVICE SINCE 1924

September 12, 2019

Ms. Maryann Nowak
Clearview Schools
4700 Broadway
Lorain, Ohio 44052

Dear Maryann,

Cleveland Time Clock is pleased to provide the following information regarding the TimeTrak time and attendance system.

Proposal One: TimeTrak Upgrade from TimeTrak 5000 Ver. 10 to Ver. 2016 Enterprise \$ 2,810.00

Includes:

TimeTrak Thin Client Component (Speed Increase across network)

SQL Data Synchronization

Automatic Clock Polling

Automatic Punch Posting

Remote Software Installation, Setup, Data Conversion

4 - BIO915-HID TimeTrak PIN\Biometric\Proximity Badge Based Time Clock \$1,595.00 Each \$ 6,380.00

1 - PROX915-125\BIO915-HID Time Clock Installation 1" Clock \$ 195.00

3 - Additional Time Clock Installation \$95.00 Each Additional \$.
285.00

4 - Less Existing Time Clock Trade In \$50.00 Each \$
200.00 Total \$ 9,670.00

TimeTrak Version 2016 Self Hosted Server Requirements:

Server 2008 R2\2012\2016\2019 4 GB Memory Minimum, 250 MB Hard Drive Space Open,
10,000 RPM Hard Drive Minimum If web Portals will be utilized

SQL\SQL Express 2008 R2\2012\2014\2016\2017

PC Requirements Windows 7, 8, 8.1, 10

Can Not Install on Domain or Back Up Domain Controllers

Terms: 50% Down, 50% Net 30 Days, Shipping: Prepaid and Add, Delivery: 7 – 14 Days

Cleveland Time Clock, in business since 1924, is prepared to assist you with your time recording requirements. If you have any questions please contact me at (216) 741-8880 or e-mail me at eric@clevelandtime.com.

Sincerely,
CLEVELAND TIME CLOCK

Eric Davenport
Marketing Services

 Lorain County Auditor Seal

EXHIBIT VII.A.5.

Lorain County Auditor

Craig Snodgrass, CPA, CGFM

Report generated: Wed May 08 2019

Parcel Number: 0300108101051

Zoom to

Parcels

Parcel Number	0300108101051	Land Use	510
Owner	HARDING MARCIA L	Neighborhood	31100 - SHEFFIELD TWP/BROADWAY GARDENS
Location	4650 BROADWAY LORAIN, OH	Acres	0.45
Address	44052		
Tax Bill	4650 BROADWAY AVE	School District	CLEARVIEW LSD
Mailed To	LORAIN, OH 44052		

Property
DescriptionInstrument
NumberTax District 61 - SHEFFIELD
TWP/CLEARVIEW LSDDelinquent Real No
Estate

Parcel Number\${PARCELID} Land Use\${CLASSCD} Owner\${OWNERNAME1}
 \${OWNERPARCEL} Neighborhood\${NGHBRHDCD} - \${NGHBRHDDSCRPT} Location
 Address\${SITEADDRESS} Acres\${ACRES:NumberFormat} Tax Bill Mailed To\${PSTLADDRESS} School
 District\${SCHLDSCRPT} Property Description\${PRPTYDSCRPT} Instrument
 Number\${INSTRUMENTNUM} Tax District \${CVTTXCD} - \${CVTTXDSCRPT} Delinquent Real
 Estate\${DelinquentRealEstate_YN}

Values

The 2018 values have been certified
by the State of Ohio.

Market Land Value	\$17,260.00
Market Building Value	\$40,580.00
Market Total Value	\$57,840.00
Market CAUV	\$0.00
Market Abatement	\$0.00
Assessed Land Value	\$6,040.00
Assessed Building Value	\$14,200.00
Assessed Total Value	\$20,240.00
Assessed CAUV	\$0.00
Assessed Abatement	\$0.00

Market Land Value\${MARKETLAND:NumberFormat(type:'currency', currency: '\$')} Market Building
Value\${MARKETBUILDING:NumberFormat(type:'currency', currency: '\$')} Market Total
Value\${MARKETTOTAL:NumberFormat(type:'currency', currency: '\$')} Market
CAUV\${MARKETCAUV:NumberFormat(type:'currency', currency: '\$')} Market
Abatement\${MARKET_ABATEMENT:NumberFormat(type:'currency', currency: '\$')} Assessed Land
Value\${LNDVALUE:NumberFormat(type:'currency', currency: '\$')} Assessed Building
Value\${ASSESSBUILDING:NumberFormat(type:'currency', currency: '\$')} Assessed Total
Value\${CNTASSDVAL:NumberFormat(type:'currency', currency: '\$')} Assessed
CAUV\${ASSESSCAUV:NumberFormat(type:'currency', currency: '\$')} Assessed Abatement\${ASSESSMENT_
ABATEMENT:NumberFormat(type:'currency', currency: '\$')}

Taxes

Your 2018 taxes were certified on January 11, 2019. The full year tax includes
all unpaid taxes and special assessments. Tax amounts may be verified
through the Lorain County Treasurer's Office at (440) 329-5787. [Mortgage
Companies](#) and Title Representatives must request tax information via [USPS](#)
during tax collection periods.

Gross Full Year Tax	\$1,783.80	Special Assessment	\$40.13
State Credit	\$417.46	Delinquent Special Assessment	\$0.00
Subtotal	\$ 1,366.34	Unpaid Taxes	\$0.00
Non-Business Credit	\$133.56	Total Taxes Owed	\$721.01
Owner Occupancy Credit	\$33.38	Total Taxes Paid	\$360.51
Homestead Credit	\$518.52	Special Assessments	N
Net Tax	\$680.88		

Gross Full Year Tax\${TAXFULLYEARPREADJ:NumberFormat(type:'currency', currency: '\$')} Special
Assessment\${TAXCURRENTSPECASSESS:NumberFormat(type:'currency', currency: '\$')} State
Credit\${TAXSTATECREDIT:NumberFormat(type:'currency', currency: '\$')} Delinquent Special Assessment\${
TAXDELINQSPECASSESS:NumberFormat(type:'currency', currency: '\$')} Subtotal\$
\${TAXSUBTOTAL:NumberFormat(type:'currency', places:2)} Unpaid Taxes\${TAXUNPAID:NumberFormat(
type:'currency', currency: '\$')} Non-Business Credit\${TAXBUSINESSCREDIT:NumberFormat(type:'currency',
currency: '\$')} Total Taxes Owed\${TAXFULLYEAR:NumberFormat(type:'currency', currency: '\$')} Owner
Occupancy Credit\${TAXOWNOCCUPCREDIT:NumberFormat(type:'currency', currency: '\$')} Total Taxes
Paid\${TOTALTAXESPAID:NumberFormat(type:'currency', currency: '\$')} Homestead
Credit\${TAXHOMESTEADCREDIT:NumberFormat(type:'currency', currency: '\$')} Special

Assessments\${SPECIALASSESS:SpecialAssessmentFormat()}Net Tax\${TAXANNUALREALCREDIT:
NumberFormat(type:'currency', currency: '\$')}

Sales

Sale Date	Sale Amount	Conveyance	Grantor	Grantee	Number of Parcels
12/10/2013	\$51,140.00	2013006222	ENGLE JANIS FRALEY	HARDING MARCIA	1

\${saledate:CustomDateFormat()}\${sale_price:NumberFormat(type:'currency', currency: '\$')}
 \${document_number}\${grantor1}\${grantee1}\${numpar:NumberFormat}

Residential


Parcel Number 0300108101051

Year Built	1900
Finished Sqft	1,144
Total Rooms	6
Bedrooms	3
Full Bath	1
Half Bath	0
Fireplace	No
Central AC	Yes



Parcel Number\${PCL_NUM}Year Built\${year_built}Finished Sqft\${fin_sqft:NumberFormat}Total
 Rooms\${total_rooms:NumberFormat}Bedrooms\${bedrooms:NumberFormat}Full
 Bath\${full_bath:NumberFormat}Half Bath\${half_bath:NumberFormat}Fireplace\${fireplace}Central
 AC\${central_ac}

Photo



Sketch

Conveyance




TaxHistory

Tax Year 2017

Gross Full Year Tax	\$1,542.94	Net Tax	\$541.90
State Credit	\$275.56	Special Assessment	\$38.92
Subtotal	1,267.38	Delinquent Special Assessment	\$0.00

Non-Business Credit	\$123.92	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$30.98	Total Taxes Owed	\$580.82
Homestead Credit	\$570.58	Total Taxes Paid	\$580.82

Tax Year 2016

Gross Full Year Tax	\$1,559.14	Net Tax	\$547.80
State Credit	\$276.74	Special Assessment	\$37.82
Subtotal	1,282.4	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$126.26	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$31.56	Total Taxes Owed	\$585.62
Homestead Credit	\$576.78	Total Taxes Paid	\$585.62

Tax Year 2015

Gross Full Year Tax	\$1,562.22	Net Tax	\$549.28
State Credit	\$276.30	Special Assessment	\$36.72
Subtotal	1,285.92	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$126.62	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$31.66	Total Taxes Owed	\$586.00
Homestead Credit	\$578.36	Total Taxes Paid	\$586.00

Tax Year \${year} Gross Full Year Tax \${gross_tax:NumberFormat(type:'currency', currency: '\$')} Net
 Tax \${net:NumberFormat(type:'currency', currency: '\$')} State Credit \${state_credit:
 NumberFormat(type:'currency', currency: '\$')} Special Assessment \${current_assessments:NumberFormat(type:
 'currency', currency: '\$')} Subtotal \${subtotal:NumberFormat} Delinquent Special Assessment \${delinquent_
 assessments:NumberFormat(type:'currency', currency: '\$')} Non-Business Credit \${F_10_rollback:
 NumberFormat(type:'currency', currency: '\$')} Unpaid Taxes \${delinquent_real_estate:
 NumberFormat(type:'currency', currency: '\$')} Owner Occupancy Credit \${F_2_5_reduction:
 NumberFormat(type:'currency', currency: '\$')} Total Taxes Owed \${full_year_tax:NumberFormat(type:'currency',
 currency: '\$')} Homestead Credit \${homestead:NumberFormat(type:'currency', currency: '\$')} Total Taxes
 Paid \${taxes_paid:NumberFormat(type:'currency', currency: '\$')}

Tax Payments**Year Date Prior 1st Half 2nd Half Surplus**

2018	1/28/2019	0	360.51	0	0
2017	2/13/2018	0	290.41	290.41	0
2016	2/15/2017	0	292.81	292.81	0
2015	2/12/2016	0	293	293	0

\${year} \${effective_date:CustomDateFormat()} \${amount_p:NumberFormat} \${amount_1:
 NumberFormat} \${amount_2:NumberFormat} \${amount_s:NumberFormat}

Special Assessments**Year 2018**

Project No	10089
Description	Lor Co Ch 6117 Storm Water Fee 18TY
Expiration Year	2018
Delinquent	\$
Principal	\$0.00
Full Year	\$39.34

Admin Fee \$0.79

Total Charge \$40.13

Year \${parcel_year} Project No\${project_number} Description\${project_desc} Expiration

Year\${expiration_year} Delinquent\$\$ {delinquent: NumberFormat(type:'currency', places:2)} Principal\$\$ {

principal: NumberFormat(type:'currency', places:2)} Full Year\$\$ {full_year_charge:

NumberFormat(type:'currency', places:2)} Admin Fee\$\$ {Admin_Fee: NumberFormat(type:'currency', places:2)}

Total Charge\$\$ {total_charge: NumberFormat(type:'currency', places:2)}

 Lorain County Auditor Seal

Lorain County Auditor

Craig Snodgrass, CPA, CGFM

Report generated: Wed May 08 2019

Parcel Number: 0300108101049

Zoom to

Parcels

Parcel Number	0300108101049	Land Use	510
Owner	SANTO ALICIA M	Neighborhood	31100 - SHEFFIELD TWP/BROADWAY GARDENS
Location	4680 BROADWAY LORAIN,	Acres	0.53
Address	OH 44052	School District	CLEARVIEW LSD
Tax Bill Mailed To	4680 BROADWAY LORAIN, OH 44052	Instrument Number	
Property Description		Delinquent <u>Real Estate</u>	No
Tax District	61 - SHEFFIELD TWP/CLEARVIEW LSD		

Parcel Number\${PARCELID} Land Use\${CLASSCD} Owner\${OWNERNAME1}
 \${OWNERPARCEL} Neighborhood\${NGHBRHDCD} - \${NGHBRHDDSCRPT} Location
 Address\${SITEADDRESS} Acres\${ACRES:NumberFormat} Tax Bill Mailed To\${PSTLADDRESS} School
 District\${SCHLDSCRPT} Property Description\${PRPTYDSCRPT} Instrument
 Number\${INSTRUMENTNUM} Tax District \${CVTTXCD} - \${CVTTXDSCRPT} Delinquent Real
 Estate\${DelinquentRealEstate_YN}

Values

The 2018 values have been certified
by the State of Ohio.

Market Land Value	\$19,010.00
Market Building Value	\$40,660.00
Market Total Value	\$59,670.00
Market CAUV	\$0.00
Market Abatement	\$0.00
Assessed Land Value	\$6,650.00
Assessed Building Value	\$14,230.00
Assessed Total Value	\$20,880.00
Assessed CAUV	\$0.00
Assessed Abatement	\$0.00

Market Land Value\${MARKETLAND:NumberFormat(type:'currency', currency: '\$')} Market Building
Value\${MARKETBUILDING:NumberFormat(type:'currency', currency: '\$')} Market Total
Value\${MARKETTOTAL:NumberFormat(type:'currency', currency: '\$')} Market
CAUV\${MARKETCAUV:NumberFormat(type:'currency', currency: '\$')} Market
Abatement\${MARKET_ABATEMENT:NumberFormat(type:'currency', currency: '\$')} Assessed Land
Value\${LNDVALUE:NumberFormat(type:'currency', currency: '\$')} Assessed Building
Value\${ASSESSBUILDING:NumberFormat(type:'currency', currency: '\$')} Assessed Total
Value\${CNTASSDVAL:NumberFormat(type:'currency', currency: '\$')} Assessed
CAUV\${ASSESSCAUV:NumberFormat(type:'currency', currency: '\$')} Assessed Abatement\${ASSESSMENT_
ABATEMENT:NumberFormat(type:'currency', currency: '\$')}

Taxes

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all unpaid taxes and special assessments. Tax amounts may be verified through
the Lorain County Treasurer's Office at (440) 329-5787. [Mortgage Companies](#)
and Title Representatives must request tax information via [USPS](#) during tax
collection periods.

Gross Full Year Tax	\$1,840.20	Special Assessment	\$40.13
State Credit	\$430.66	Delinquent Special Assessment	\$0.00
Subtotal	\$ 1,409.54	Unpaid Taxes	\$0.00
Non-Business Credit	\$137.78	Total Taxes Owed	\$1,377.49
Owner Occupancy Credit	\$0.00	Total Taxes Paid	\$721.55
Homestead Credit	\$0.00	Special Assessments	N
Net Tax	\$1,271.76		

Gross Full Year Tax\${TAXFULLYEARPREADJ:NumberFormat(type:'currency', currency: '\$')} Special
Assessment\${TAXCURRENTSPECASSESS:NumberFormat(type:'currency', currency: '\$')} State
Credit\${TAXSTATECREDIT:NumberFormat(type:'currency', currency: '\$')} Delinquent Special Assessment\${
TAXDELINQSPECASSESS:NumberFormat(type:'currency', currency: '\$')} Subtotal\$
\${TAXSUBTOTAL:NumberFormat(type:'currency', places:2)} Unpaid Taxes\${TAXUNPAID:NumberFormat(
type:'currency', currency: '\$')} Non-Business Credit\${TAXBUSINESSCREDIT:NumberFormat(type:'currency',
currency: '\$')} Total Taxes Owed\${TAXFULLYEAR:NumberFormat(type:'currency', currency: '\$')} Owner
Occupancy Credit\${TAXOWNOCCUPCREDIT:NumberFormat(type:'currency', currency: '\$')} Total Taxes
Paid\${TOTALTAXESPAID:NumberFormat(type:'currency', currency: '\$')} Homestead
Credit\${TAXHOMESTEADCREDIT:NumberFormat(type:'currency', currency: '\$')} Special

Assessments\${SPECIALASSESS:SpecialAssessmentFormat()}Net Tax\${TAXANNUALREALCREDIT:
NumberFormat(type:'currency', currency: '\$')}

Sales

Sale Date	Sale Amount	Conveyance	Grantor	Grantee	Number of Parcels
7/9/2015	\$65,000.00	2015002898	MURPHY HOWARD & CAROL	SANTO ALICIA	1

\${saledate:CustomDateFormat()}\${sale_price:NumberFormat(type:'currency', currency: '\$')}
 \${document_number}\${grantor1}\${grantee1}\${numpar:NumberFormat}

Residential

Parcel Number 0300108101049

Year Built	1900
Finished Sqft	1,094
Total Rooms	5
Bedrooms	3
Full Bath	1
Half Bath	0
Fireplace	Yes
Central AC	Yes



Parcel Number\${PCL_NUM} Year Built\${year_built} Finished Sqft\${fin_sqft:NumberFormat} Total
 Rooms\${total_rooms:NumberFormat} Bedrooms\${bedrooms:NumberFormat} Full
 Bath\${full_bath:NumberFormat} Half Bath\${half_bath:NumberFormat} Fireplace\${fireplace} Central
 AC\${central_ac}

Photo






Sketch

Conveyance




TaxHistory

Tax Year 2017			
Gross Full Year Tax	\$1,703.02	Net Tax	\$1,262.08
State Credit	\$304.16	Special Assessment	\$38.92
Subtotal	1,398.86	Delinquent Special Assessment	\$0.00

Non-Business Credit	\$136.78	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$0.00	Total Taxes Owed	\$1,366.05
Homestead Credit	\$0.00	Total Taxes Paid	\$1,366.05

Tax Year 2016

Gross Full Year Tax	\$1,720.92	Net Tax	\$1,276.10
State <u>Credit</u>	\$305.46	Special <u>Assessment</u>	\$37.82
Subtotal	1,415.46	Delinquent Special Assessment	\$0.00

Non-Business Credit	\$139.36	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$0.00	Total Taxes Owed	\$1,445.32
Homestead Credit	\$0.00	Total Taxes Paid	\$1,445.32

Tax Year 2015

Gross Full Year Tax	\$1,724.30	Net Tax	\$1,244.78
State Credit	\$304.96	Special Assessment	\$36.72
Subtotal	1,419.34	Delinquent Special Assessment	\$0.00

Non-Business Credit	\$139.76	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$34.80	Total Taxes Owed	\$1,281.50
Homestead Credit	\$0.00	Total Taxes Paid	\$1,281.50

Tax Year \${year} Gross Full Year Tax\${gross_tax:NumberFormat(type:'currency', currency: '\$')} Net Tax\${net:NumberFormat(type:'currency', currency: '\$')} State Credit\${state_credit: NumberFormat(type:'currency', currency: '\$')} Special Assessment\${current_assessments: NumberFormat(type: 'currency', currency: '\$')} Subtotal\${subtotal: NumberFormat} Delinquent Special Assessment\${delinquent_ assessments: NumberFormat(type:'currency', currency: '\$')} Non-Business Credit\${F_10_rollback: NumberFormat(type:'currency', currency: '\$')} Unpaid Taxes\${delinquent_real_estate: NumberFormat(type:'currency', currency: '\$')} Owner Occupancy Credit\${F_2_5_reduction: NumberFormat(type:'currency', currency: '\$')} Total Taxes Owed\${full_year_tax: NumberFormat(type:'currency', currency: '\$')} Homestead Credit\${homestead: NumberFormat(type:'currency', currency: '\$')} Total Taxes Paid\${taxes_paid: NumberFormat(type:'currency', currency: '\$')}

TaxPayments

Year	Date	Prior	1st Half	2nd Half	Surplus
------	------	-------	----------	----------	---------

2018	4/9/2019	0	721.55	0	0
2017	7/9/2018	0	0	650.5	0
2017	5/17/2018	0	715.55	0	0
2016	9/18/2017	0	0	722.66	0
2016	4/7/2017	0	722.66	0	0
2015	7/8/2016	0	0	640.75	0
2015	2/12/2016	0	640.75	0	0

\${year}\${effective_date: CustomDateFormat()} \${amount_p: NumberFormat} \${amount_1: NumberFormat} \${amount_2: NumberFormat} \${amount_s: NumberFormat}

SpecialAssessments

Year 2018

Project No 10089

Description Lor Co Ch 6117 Storm Water Fee 18TY

Expiration Year 2018

Delinquent	\$
Principal	\$0.00
Full Year	\$39.34
Admin Fee	\$0.79
Total Charge	\$40.13

Year \${parcel_year} Project No\${project_number} Description\${project_desc} Expiration

Year\${expiration_year} Delinquent\$\$ {delinquent:NumberFormat(type:'currency',places:2)} Principal\$\$ {principal:NumberFormat(type:'currency',places:2)} Full Year\$\$ {full_year_charge:

NumberFormat(type:'currency',places:2)} Admin Fee\$\$ {Admin_Fee:NumberFormat(type:'currency',places:2)}

Total Charge\$\$ {total_charge:NumberFormat(type:'currency',places:2)}

 Lorain County Auditor Seal

Lorain County Auditor

Craig Snodgrass, CPA, CGFM

Report generated: Tue May 07 2019

Parcel Number: 0300108101083

Zoom to

Parcels

Parcel Number 0300108101083

Owner SWORDS LAURA B

Location 4780 BROADWAY LORAIN, OH
Address 44052

Tax Bill 4780 BROADWAY AVE
Mailed To LORAIN, OH 44052

Property
Description

Tax District 61 - SHEFFIELD
TWP/CLEARVIEW LSD

Land Use 510

Neighborhood 31100 - SHEFFIELD
TWP/BROADWAY GARDENS

Acres 0.12

School District CLEARVIEW LSD

Instrument
Number

Delinquent Real Estate No

Parcel Number\${PARCELID} Land Use\${CLASSCD} Owner\${OWNERNAME1}
\${OWNERPARCEL} Neighborhood\${NGHBRHDCD} - \${NGHBRHDDSCRPT} Location
Address\${SITEADDRESS} Acres\${ACRES:NumberFormat} Tax Bill Mailed To\${PSTLADDRESS} School
District\${SCHLDSCRPT} Property Description\${PRPRTYDSCRPT} Instrument
Number\${INSTRUMENTNUM} Tax District \${CVTTXCD} - \${CVTTXDSCRPT} Delinquent Real
Estate\${DelinquentRealEstate_YN}

Values

The 2018 values have been certified
by the State of Ohio.

Market Land Value	\$10,750.00
Market Building Value	\$43,240.00
Market Total Value	\$53,990.00
Market CAUV	\$0.00
Market Abatement	\$0.00
Assessed Land Value	\$3,760.00
Assessed Building Value	\$15,130.00
Assessed Total Value	\$18,890.00
Assessed CAUV	\$0.00
Assessed Abatement	\$0.00

Market Land Value\${MARKETLAND:NumberFormat(type:'currency', currency: '\$')}Market Building
Value\${MARKETBUILDING:NumberFormat(type:'currency', currency: '\$')}Market Total
Value\${MARKETTOTAL:NumberFormat(type:'currency', currency: '\$')}Market
CAUV\${MARKETCAUV:NumberFormat(type:'currency', currency: '\$')}Market
Abatement\${MARKET_ABATEMENT:NumberFormat(type:'currency', currency: '\$')}Assessed Land
Value\${LNDVALUE:NumberFormat(type:'currency', currency: '\$')}Assessed Building
Value\${ASSESSBUILDING:NumberFormat(type:'currency', currency: '\$')}Assessed Total
Value\${CNTASSDVAL:NumberFormat(type:'currency', currency: '\$')}Assessed
CAUV\${ASSESSCAUV:NumberFormat(type:'currency', currency: '\$')}Assessed Abatement\${ASSESSMENT_
ABATEMENT:NumberFormat(type:'currency', currency: '\$')}

Taxes

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all unpaid taxes and special assessments. Tax amounts may be verified through
the Lorain County Treasurer's Office at (440) 329-5787. [Mortgage Companies](#)
and Title Representatives must request tax information via [USPS](#) during tax
collection periods.

Gross Full Year Tax	\$1,664.82	Special Assessment	\$40.13
State Credit	\$389.62	Delinquent Special Assessment	\$0.00
Subtotal	\$ 1,275.20	Unpaid Taxes	\$0.00
Non-Business Credit	\$124.64	Total Taxes Owed	\$1,159.53
Owner Occupancy Credit	\$31.16	Total Taxes Paid	\$579.77
Homestead Credit	\$0.00	Special Assessments	N
Net Tax	\$1,119.40		

Gross Full Year Tax\${TAXFULLYEARPREADJ:NumberFormat(type:'currency', currency: '\$')}Special
Assessment\${TAXCURRENTSPECASSESS:NumberFormat(type:'currency', currency: '\$')}State
Credit\${TAXSTATECREDIT:NumberFormat(type:'currency', currency: '\$')}Delinquent Special Assessment\${
TAXDELINQSPECASSESS:NumberFormat(type:'currency', currency: '\$')}Subtotal\$
\${TAXSUBTOTAL:NumberFormat(type:'currency', places:2)}Unpaid Taxes\${TAXUNPAID:NumberFormat(
type:'currency', currency: '\$')}Non-Business Credit\${TAXBUSINESSCREDIT:NumberFormat(type:'currency',
currency: '\$')}Total Taxes Owed\${TAXFULLYEAR:NumberFormat(type:'currency', currency: '\$')}Owner
Occupancy Credit\${TAXOWNOCCUPCREDIT:NumberFormat(type:'currency', currency: '\$')}Total Taxes
Paid\${TOTALTAXESPAID:NumberFormat(type:'currency', currency: '\$')}Homestead
Credit\${TAXHOMESTEADCREDIT:NumberFormat(type:'currency', currency: '\$')}Special

Assessments\${SPECIALASSESS:SpecialAssessmentFormat()}Net Tax\${TAXANNUALREALCREDIT:
NumberFormat(type:'currency', currency: '\$')}

Residential

Parcel Number 0300108101083

Year Built 1900

Finished Sqft 1,242

Total Rooms 6

Bedrooms 3

Full Bath 1

Half Bath 0

Fireplace Yes

Central AC Yes

Parcel Number\${PCL_NUM} Year Built\${year_built} Finished Sqft\${fin_sqft:NumberFormat} Total
Rooms\${total_rooms:NumberFormat} Bedrooms\${bedrooms:NumberFormat} Full
Bath\${full_bath:NumberFormat} Half Bath\${half_bath:NumberFormat} Fireplace\${fireplace} Central
AC\${central_ac}

Photo

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TaxHistory

Tax Year 2017

Gross Full Year Tax	\$1,465.16	Net Tax	\$1,056.38
State Credit	\$261.68	Special Assessment	\$38.92
Subtotal	1,203.48	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$117.68	Unpaid Taxes	\$0.00
Owner Occupancy <u>Credit</u>	\$29.42	Total Taxes Owed	\$1,095.30
Homestead Credit	\$0.00	Total Taxes Paid	\$1,095.30

Tax Year 2016

Gross Full Year Tax	\$1,480.56	Net Tax	\$1,067.88
State Credit	\$262.80	Special Assessment	\$37.82
Subtotal	1,217.76	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$119.90	Unpaid Taxes	\$0.00
Owner Occupancy <u>Credit</u>	\$29.98	Total Taxes Owed	\$1,105.70
Homestead Credit	\$0.00	Total Taxes Paid	\$1,105.70

Tax Year 2015

Gross Full Year Tax	\$1,483.46	Net Tax	\$1,070.80
State Credit	\$262.36	Special <u>Assessment</u>	\$36.72
Subtotal	1,221.1	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$120.24	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$30.06	Total Taxes Owed	\$1,107.52
Homestead Credit	\$0.00	Total Taxes Paid	\$1,107.52

Tax Year \${year} Gross Full Year Tax\${gross_tax:NumberFormat(type:'currency', currency: '\$')} Net Tax\${net:NumberFormat(type:'currency', currency: '\$')} State Credit\${state_credit:NumberFormat(type:'currency', currency: '\$')} Special Assessment\${current_assessments:NumberFormat(type:'currency', currency: '\$')} Subtotal\${subtotal:NumberFormat} Delinquent Special Assessment\${delinquent_assessments:NumberFormat(type:'currency', currency: '\$')} Non-Business Credit\${F_10_rollback:NumberFormat(type:'currency', currency: '\$')} Unpaid Taxes\${delinquent_real_estate:NumberFormat(type:'currency', currency: '\$')} Owner Occupancy Credit\${F_2_5_reduction:NumberFormat(type:'currency', currency: '\$')} Total Taxes Owed\${full_year_tax:NumberFormat(type:'currency', currency: '\$')} Homestead Credit\${homestead:NumberFormat(type:'currency', currency: '\$')} Total Taxes Paid\${taxes_paid:NumberFormat(type:'currency', currency: '\$')}

Tax Payments

Year Date Prior 1st Half 2nd Half Surplus

2018	2/14/2019	0	579.77	0	0
2017	7/5/2018	0	0	547.65	0
2017	2/15/2018	0	547.65	0	0
2016	7/14/2017	0	0	552.85	0
2016	2/13/2017	0	552.85	0	0
2015	7/1/2016	0	0	553.76	0
2015	2/12/2016	0	553.76	0	0

\${year}\${effective_date:CustomDateFormat()} \${amount_p:NumberFormat} \${amount_1:NumberFormat} \${amount_2:NumberFormat} \${amount_s:NumberFormat}

Special Assessments

Year 2018

Project No	10089
Description	Lor Co Ch 6117 Storm Water Fee 18TY
Expiration Year	2018
Delinquent	\$
Principal	\$0.00
Full Year	\$39.34
Admin Fee	\$0.79
Total Charge	\$40.13

Year \${parcel_year} Project No\${project_number} Description\${project_desc} Expiration Year\${expiration_year} Delinquent\${delinquent:NumberFormat(type:'currency', places:2)} Principal\${principal:NumberFormat(type:'currency', places:2)} Full Year\${full_year_charge:NumberFormat(type:'currency', places:2)} Admin Fee\${Admin_Fee:NumberFormat(type:'currency', places:2)} Total Charge\${total_charge:NumberFormat(type:'currency', places:2)}

 Lorain County Auditor Seal

Lorain County Auditor

Craig Snodgrass, CPA, CGFM

Report generated: Wed May 08 2019

Parcel Number: 0300108101062

Zoom to

Parcels

Parcel Number	0300108101062	Land Use	510
Owner	FRALEY JAMES H SR & BRENDA L	Neighborhood	31100 - SHEFFIELD TWP/BROADWAY GARDENS
Location	4630 BROADWAY LORAIN, OH	Acres	0.45
Address	44052	School District	CLEARVIEW LSD
Tax Bill	344 FRANKLIN AVE AMHERST,	Instrument	<u>20020868304</u>
Mailed To	OH 44001	Number	
Property		Delinquent <u>Real</u>	No
Description		<u>Estate</u>	
Tax District	61 - SHEFFIELD TWP/CLEARVIEW LSD		

Parcel Number\${PARCELID} Land Use\${CLASSCD} Owner\${OWNERNAME1}
 \${OWNERPARCEL} Neighborhood\${NGHBRHDCD} - \${NGHBRHDDSCRPT} Location
 Address\${SITEADDRESS} Acres\${ACRES:NumberFormat} Tax Bill Mailed To\${PSTLADDRESS} School
 District\${SCHLDSCRPT} Property Description\${PRPTYDSCRPT} Instrument
 Number\${INSTRUMENTNUM} Tax District \${CVTTXCD} - \${CVTTXDSCRPT} Delinquent Real
 Estate\${DelinquentRealEstate_YN}

Values

The 2018 values have been certified
by the State of Ohio.

Market Land Value	\$17,260.00
Market Building Value	\$45,000.00
Market Total Value	\$62,260.00
Market CAUV	\$0.00
Market Abatement	\$0.00
Assessed Land Value	\$6,040.00
Assessed Building Value	\$15,750.00
Assessed Total Value	\$21,790.00
Assessed CAUV	\$0.00
Assessed Abatement	\$0.00

Market Land Value\${MARKETLAND:NumberFormat(type:'currency', currency: '\$')}Market Building
Value\${MARKETBUILDING:NumberFormat(type:'currency', currency: '\$')}Market Total
Value\${MARKETTOTAL:NumberFormat(type:'currency', currency: '\$')}Market
CAUV\${MARKETCAUV:NumberFormat(type:'currency', currency: '\$')}Market
Abatement\${MARKET_ABATEMENT:NumberFormat(type:'currency', currency: '\$')}Assessed Land
Value\${LNDVALUE:NumberFormat(type:'currency', currency: '\$')}Assessed Building
Value\${ASSESSBUILDING:NumberFormat(type:'currency', currency: '\$')}Assessed Total
Value\${CNTASSDVAL:NumberFormat(type:'currency', currency: '\$')}Assessed
CAUV\${ASSESSCAUV:NumberFormat(type:'currency', currency: '\$')}Assessed Abatement\${ASSESSMENT_
ABATEMENT:NumberFormat(type:'currency', currency: '\$')}

Taxes

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the Lorain County Treasurer's Office at (440) 329-5787. [Mortgage Companies](#)
and Title Representatives must request tax information via [USPS](#) during tax
collection periods.

Gross Full Year Tax	\$1,920.40	Special Assessment	\$40.13
State Credit	\$449.44	Delinquent Special Assessment	\$0.00
Subtotal	\$ 1,470.96	Unpaid Taxes	\$0.00
Non-Business Credit	\$143.78	Total Taxes Owed	\$1,367.31
Owner Occupancy Credit	\$0.00	Total Taxes Paid	\$683.66
Homestead Credit	\$0.00	Special Assessments	N
Net Tax	\$1,327.18		

Gross Full Year Tax\${TAXFULLYEARPREADJ:NumberFormat(type:'currency', currency: '\$')}Special
Assessment\${TAXCURRENTSPECASSESS:NumberFormat(type:'currency', currency: '\$')}State
Credit\${TAXSTATECREDIT:NumberFormat(type:'currency', currency: '\$')}Delinquent Special Assessment\${
TAXDELINQSPECASSESS:NumberFormat(type:'currency', currency: '\$')}Subtotal\$
\${TAXSUBTOTAL:NumberFormat(type:'currency', places:2)}Unpaid Taxes\${TAXUNPAID:NumberFormat(
type:'currency', currency: '\$')}Non-Business Credit\${TAXBUSINESSCREDIT:NumberFormat(type:'currency',
currency: '\$')}Total Taxes Owed\${TAXFULLYEAR:NumberFormat(type:'currency', currency: '\$')}Owner
Occupancy Credit\${TAXOWNOCCUPCREDIT:NumberFormat(type:'currency', currency: '\$')}Total Taxes
Paid\${TOTALTAXESPAID:NumberFormat(type:'currency', currency: '\$')}Homestead
Credit\${TAXHOMESTEADCREDIT:NumberFormat(type:'currency', currency: '\$')}Special

Assessments\${SPECIALASSESS:SpecialAssessmentFormat()}Net Tax\${TAXANNUALREALCREDIT:
NumberFormat(type:'currency', currency: '\$')}

Sales

Sale Date	Sale Amount	Conveyance	Grantor	Grantee	Number of Parcels
11/7/2002	\$70,000.00	2002006405	BONKOSKI MARY	FRALEY JAMES H SR & BRENDA L	1

\${saledate:CustomDateFormat()}\${sale_price:NumberFormat(type:'currency', currency: '\$')}\${document_number}\${grantor1}\${grantee1}\${numpar:NumberFormat}

Residential

Parcel Number 0300108101062

Year Built 1940

Finished Sqft 1,008

Total Rooms 5

Bedrooms 2

Full Bath 1

Half Bath 1

Fireplace No

Central AC No

Parcel Number\${PCL_NUM} Year Built\${year_built} Finished Sqft\${fin_sqft:NumberFormat} Total
Rooms\${total_rooms:NumberFormat} Bedrooms\${bedrooms:NumberFormat} Full
Bath\${full_bath:NumberFormat} Half Bath\${half_bath:NumberFormat} Fireplace\${fireplace} Central
AC\${central_ac}

Photo

 Photo image  Photo image  Photo image

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Sketch

 Sketch image

 Sketch image

TaxHistory

Tax Year 2017

Gross Full Year Tax	\$1,778.08	Net Tax	\$1,317.72
State <u>Credit</u>	\$317.56	Special Assessment	\$38.92
Subtotal	1,460.52	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$142.80	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$0.00	Total Taxes Owed	\$1,356.64
Homestead Credit	\$0.00	Total Taxes Paid	\$1,356.64

Tax Year 2016

Gross Full Year Tax	\$1,796.76	Net Tax	\$1,332.32
State Credit	\$318.92	Special Assessment	\$37.82
Subtotal	1,477.84	Delinquent Special <u>Assessment</u>	\$0.00
Non-Business Credit	\$145.52	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$0.00	Total Taxes Owed	\$1,370.14
Homestead Credit	\$0.00	Total Taxes Paid	\$1,370.14

Tax Year 2015

Gross Full Year Tax	\$1,800.30	Net Tax	\$1,335.98
State Credit	\$318.40	Special Assessment	\$36.72
Subtotal	1,481.9	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$145.92	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$0.00	Total Taxes Owed	\$1,372.70
Homestead Credit	\$0.00	Total Taxes Paid	\$1,372.70

Tax Year \${year} Gross Full Year Tax \${gross_tax: NumberFormat(type: 'currency', currency: '\$')} Net Tax \${net: NumberFormat(type: 'currency', currency: '\$')} State Credit \${state_credit: NumberFormat(type: 'currency', currency: '\$')} Special Assessment \${current_assessments: NumberFormat(type: 'currency', currency: '\$')} Subtotal \${subtotal: NumberFormat} Delinquent Special Assessment \${delinquent_assessments: NumberFormat(type: 'currency', currency: '\$')} Non-Business Credit \${F_10_rollback: NumberFormat(type: 'currency', currency: '\$')} Unpaid Taxes \${delinquent_real_estate: NumberFormat(type: 'currency', currency: '\$')} Owner Occupancy Credit \${F_2_5_reduction: NumberFormat(type: 'currency', currency: '\$')} Total Taxes Owed \${full_year_tax: NumberFormat(type: 'currency', currency: '\$')} Homestead Credit \${homestead: NumberFormat(type: 'currency', currency: '\$')} Total Taxes Paid \${taxes_paid: NumberFormat(type: 'currency', currency: '\$')}

Tax Payments**Year Date Prior 1st Half 2nd Half Surplus**

2018	2/14/2019	0	683.66	0	0
2017	7/10/2018	0	0	678.32	0
2017	1/30/2018	0	678.32	0	0
2016	7/7/2017	0	0	685.07	0
2016	2/7/2017	0	685.07	0	0
2015	6/29/2016	0	0	686.35	0
2015	2/12/2016	0	686.35	0	0

\${year} \${effective_date: CustomDateFormat()} \${amount_p: NumberFormat} \${amount_1: NumberFormat} \${amount_2: NumberFormat} \${amount_s: NumberFormat}

Special Assessments**Year 2018**

Project No	10089
Description	Lor Co Ch 6117 Storm Water Fee 18TY
Expiration Year	2018
Delinquent	\$
Principal	\$0.00
Full Year	\$39.34

Admin Fee \$0.79

Total Charge \$40.13

Year \${parcel_year} Project No\${project_number} Description\${project_desc} Expiration

Year\${expiration_year} Delinquent\$\$ {delinquent:NumberFormat(type:'currency',places:2)} Principal\$\$ {

principal:NumberFormat(type:'currency',places:2)} Full Year\$\$ {full_year_charge:

NumberFormat(type:'currency',places:2)} Admin Fee\$\$ {Admin_Fee:NumberFormat(type:'currency',places:2)}

Total Charge\$\$ {total_charge:NumberFormat(type:'currency',places:2)}



520 South Main Street, Suite 2531
Akron, Ohio 44311

Phone 330.572.2100
www.gpdgroup.com

1. GPD will provide a topographic survey and partial boundary survey for the proposed Bus Garage (area in yellow in Exhibit A below).

Underground utilities will be located from Ohio 811 contacts, field reconnaissance and reported utility locations by the Owner. Be advised that private property is not covered by Ohio 811 contracts and their service will not field locate interior utility routing, therefore some buried utilities may not be discovered.

Exclusions: creation of any easements or plats, recording of any documents.

Fee for the Survey.....\$ 4,100.00 (Four Thousand One Hundred)

The survey will be delivered within four weeks from authorization to proceed.

EXHIBIT A



Scope Language

Within the defined approximately three-acre Project Limits (limits), GPD will provide efforts to coordinate with the states One Call service, perform blind-sweeps to designate/mark underground utilities (utilities). Search for underground storage tanks and appurtenances specifically excluded from these efforts.

Prior to our field efforts, GPD request copies of all existing site/construction plans and other information concerning existing utilities within the project limits, which the client may possess.

Recognizing the differences and limitations between One Call systems, mapping, utility locating equipment, and excavation, this scope excludes efforts to locate all potential manmade or natural occurring underground objects within the limits.

Rather it is a cursory examination providing locations indicative of utilities, which occur when our equipment crosses over and/or detects it. GPD under no circumstances is liable for damage to any utility or underground objects encountered by excavations. These efforts are in conjunction and accordance with our "Utility Designation Terms, Limitations, & Conditions".

PROJECT LIMITS



Fee = \$1,550

Utility Designation Terms, Limitations, & Conditions

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client"):

TERMS

Standard of Care: At the time of proposal acceptance, performance of GPD's services are in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location according to industry standards. Machine and equipment performance shall be considered industry standard in quality, maintenance and performance, which includes the relative limitations of each (hereafter referred to as the "Standards").

Definitions:

EM – Electromagnetic Pipe & Cable Locator.

GPR – Ground-Penetrating Radar.

Equipment – plural or singular reference to the EM & GPR tools we use.

Signal Transmission – The ability of a conductive material to convey an electromagnetic signal along its path.

Tracer Wire – Copper wire typically enclosed in a plastic casing, used to carry the electromagnetic signal along non-ferrous type materials i.e. plastic pipes.

Blind-Sweep – Search for unknown utility facilities.

Undetectable Utility Facilities – Utility facilities not detectable by our equipment, or because site conditions limit the ability of our equipment to distinctly define the location of the target utility.

Undocumented Utility Facilities – Underground utility facilities discovered after our search is completed, or discovered during earth penetration activities.

AOI – Area of Interest.

Known Utility Facilities – Facilities within the AOI, listed on the State's One Call Underground Utilities Protection Law responses. In addition, when visible above ground utility appurtenances are located within the AOI, indicative of potential underground facilities.

Unknown Utility Facilities – When no records are provided to or known to exist by GPD, GPD/Client/Owner has no knowledge of the existence of underground public or private utilities within the AOI; Client/Owner has knowledge that underground utilities exist within the AOI, but no knowledge of the location of underground public or private utilities. In addition, facilities discovered within the AOI after completion of our work described in the scope of services and not listed on the State's One Call Underground Utilities Protection Law responses.

Abandoned Utilities – Those utilities described as abandoned in place by the facility owner. Abandoned utilities also considered unknown utility facilities.

Public Utility Facilities - Utilities considered public facilities if they serve multiple clients who purchase the power or service.

Private Utility Facilities - Utilities considered private that serve the owner of the utility only.

Services – Private utility lines that serve individual clients from Public Utility Facilities, that connect to the main lines.

Unbonding – Removal of common ground for grounding grids, cathodic protection, etc.

Signal Transmission Types:

Direct Connect– Transmits a signal directly onto a "targeted" utility line by physically connecting designation equipment to a conductive line. Providing the best opportunity to designate accurately the target utility.

Inductive – Provides opportunity to designate utilities from the surface, but results in a higher chance to result in "bleed-over" (see below).

Passive – Provides opportunities to designate certain utilities under certain conditions, but provides less accuracy than direct connect signal transmission.

Excavation or Earth Penetration – means the use of hand tools, powered equipment, or explosives to move earth, rock, or other materials in order to penetrate, bore, or drill into the earth, or to demolish any structure whether or not the intention is that the demolition will disturb the earth.

Reliability Quality (RQ) – When provided in mapping, these levels indicate the source of the location for underground facilities:

- RQ1 – Our equipment physically designated the target underground utility.
- RQ2 – Utility located by mapping provided by others, or markings provided by One Call coordination or by others.

Disclaimer: GPD makes efforts to provide dependable utility locating services to its clients. Due to the complex nature of locating underground facilities, for earth-penetration purposes, these locations and other information provided to the client is not an intended use, unless specifically describe in the scope of services as intended for earth penetration.

Basing earth-penetrations on these efforts are the full responsibility of the person or company performing that work. GPD under no circumstances is liable for damage to underground objects encountered by such earth-penetrations. Reliance on this effort does not relieve the excavator from following all applicable utility damage prevention statutes, policies, and/or industry standard safe excavation procedures. When earth penetration activities occur, GPD strongly advises the contractor to use Hydro-Vacuum Excavation methods for removal of soil and other materials.

GPD will not guarantee the longevity of our utility markings because of activities on site or weather that may destroy, or otherwise alter the markings placed on the ground. Our marking of utilities existing within the project limits is limited to the date of our fieldwork, utilities installed or modified after that date are not marked or shown.

LIMITATIONS

There are many factors and conditions, which limit the ability of our equipment and processes to positively identify and designate underground anomalies and utility facilities. These factors and conditions directly affect the thoroughness of the investigation and performance of our equipment to isolate a target utility.

The following includes, but is not limited to, factors that limit the performance of all utility locations:

- **Weather, Site, and Soil Conditions** – Adverse conditions, tall vegetation, sites with fill or prior construction activities, soil types and moisture, site equipment or vehicles, etc. can adversely affect the ability of our equipment.
- **Signal Transmission** – Signal transmission on the target utility depends upon the material, composition, condition, conductivity, existence of shielding, prior repairs, etc. Poor signal transmissions can degrade or eliminate the ability of EM equipment to induce and detect the magnetic fields created by our equipment. Degraded or eliminated signals will affect our ability to designate the target underground facilities.
- **Congested Utility Areas** – Areas with multiple utilities in close proximity to one another or above/below ground pipe networks (horizontally or vertically); decrease the reliability and accuracy of our equipment. This decrease may lead to lines that are not traceable or discoverable.
- **Bleed-over** – Multiple utilities in close proximity has the potential for the signal transmission on a target utility, to inadvertently transfer, or "jump, to an adjacent utility. This produces false readings on the equipment and the inability of marking the target utilities location.
- **Bonded Lines** – Multiple buried utilities oftentimes share a common ground. EM locating methods use ground wires to transmit direct connection signals to trace the location of the target utility. Upon request, Client or Owner will de-energize if necessary and unbond the common grounding of lines. If access to the common utility ground and unbonding the multiple facilities is not possible, reliable designation of the target facility may not be possible. GPD shall have no liability attempting to locate bonded utility facilities.
- **Tracer Wires** – May or may not be directly touching, or wrapped around the actual utility facility. Therefore, when using these to locate the facility, the location is the tracer wire and not necessarily the target utility.
- **Depth of Utility** – Depth measurements reported by our equipment and provided to the client are approximate readings at best. When provided, any excavation over utilities must adhere to industry standards for safe digging to expose underground utilities. The only method of accurately determining the depth of an underground utility is exposure of the utility via test holing, or other similar means of excavation.
- **Blind-Sweeps** – Significantly reduces the effectiveness of locating utilities underground and greatly increases the potential for undocumented utility facilities, putting at risk the owner for changes to planned designs. In blind-sweep situations, GPD shall have no liability for undocumented utility facilities.

CONDITIONS

Underground Utility Information – When applicable, Client shall make available all plans, drawings, or other documentation, which relate to the Work in addition to any other information, which one should consider as it relates to the Work. In the event that new, modified or changed information becomes available, Client shall inform and provide GPD of such immediately. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work.

Personnel with Project Site Knowledge - When applicable, Client shall make available, at agreed upon times, persons with knowledge of the project site, buildings, and locations of above ground features affecting the AOI. GPD and Client agree that information provided by personnel with project site knowledge is not a reliant authoritative source for information of underground facilities, as such, without GPD independent verification, and limited to the extent actually verified; GPD shall not be responsible for information of others. Regardless of GPD (in)action, GPD shall not be responsible for the information of others.

Mapping Provided by Third Parties - Mapping supplied by others and relied upon to depict the location, size, material, and status (active/abandoned) of the utility is solely the responsibility of the third party for accuracy and the information contained therein. GPD and Client agree that the information provided by third parties is not a reliant authoritative source for information of underground facilities, as such, without GPD independent verification, and limited to the extent actually verified; GPD shall not be responsible for information of others. Regardless of GPD (in)action, GPD shall not be responsible for the work or information of others.

Access: Accurately tracing underground utility facilities often requires entry to buildings and utility structures. Our staff will not enter into confined spaces, unless specifically included in the scope of services. Entry/opening into electric related structures/boxes under no circumstances will occur.

Access to structures is not necessarily required to trace a utility. However, inaccessibility will limit the thoroughness and reliability of the investigation.

Client will provide our locators full and complete access to the property, site, or facility, at agreed upon times. For complex sites and specific AOI's, GPD still requires complete and full access to the entire facility.

Access and plumbing/cleanout entry for lateral locations out of existing buildings is required for these types of locations. GPD will not move any obstruction or material that may cover cleanouts or access locations. GPD will apply minimal effort to remove access covers or drains without damaging them, if unable to remove the cover by this effort; GPD will not be able to obtain access. GPD will not remove toilets or other plumbing features to obtain access. At the client's option, they can provide removal of these features obtaining access for GPD.

Unknown Site Conditions - GPD shall have no responsibility of existing, hidden or unknown site conditions and have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Abandoned Utilities - Client shall verify abandonment with facility owners prior to commencement of work. GPD is not responsible for the verification of this information.

Public Utility Facilities - Sometimes these facilities are marked through the States One Call system. If placed by that process, GPD will verify their marks to ensure dependability and agreement. When their marks and our locations differ by more than 18 inches GPD will, if included in the scope, locate by field survey efforts the locations of both marks.

Private Utility Facilities - Requirements to mark these facilities are not under the jurisdiction of States One Call systems. GPD will, if included in the scope and in the AOI, make efforts to mark these facilities when observed by visible aboveground appurtenances.



CONSULTANTS • LABORATORIES

110 Blaze Industrial Pkwy.
Berea, Ohio 44017
Tel: 440-234-8985
www.geo-sci.com

October 1, 2019

Mr. Rodwell G. King, RIBA, LEED A.P., ALEP
GPD Group
520 South Main Street, Suite 2531
Akron, Ohio 44311

**Re: Proposal – Construction Observation & Material Testing
Clearview Bus Garage - Construction
4700 Broadway Avenue
Lorain, Lorain County, Ohio
Geo-Sci Proposal No. I390107**

Dear Mr. King:

As per your request, submitted herewith is a "unit rate" proposal to provide construction observation and material testing for the above-noted project. Based upon a review of the information provided, it is anticipated the Geo-Sci will be required on-site for the following activities:

- Subgrade proofroll and engineering assessment;
- Earthwork and soil compaction testing;
- Concrete, mortar, grout and asphalt testing;
- Steel Inspection;
- Foundation bearing; and,
- Engineering construction troubleshooting.

Note that our services are rendered on an as-needed basis pursuant to the client's request, and in accordance with the project plans and specifications.

Geo-Sci is a geotechnical engineering, materials testing and inspection firm that serves the construction industry throughout Ohio. Our personnel have successfully completed numerous projects in design of foundations, retaining structures, stability analyses of slopes, load tests on piles, caissons and floor slabs, geotechnical investigations, phase I and phase II environmental investigations. We utilize the combination of expertise and teamwork, bringing specialists with experience from Engineering, Geology, and Construction Inspection, working together to help ensure successful project execution.

Experience

Geo-Sci is a consulting engineering firm specializing in the geosciences, founded on the unified principles of commitment, service, and quality. Based in Berea, Ohio, we have easy access to all major highways, which

enables us to respond quickly to our client's needs. Geo-Sci brings over 100 years of combined experience in geotechnical engineering, geotechnical consulting, environmental site assessing, materials testing, and inspection to the construction industry throughout Ohio, Pennsylvania, West Virginia and New York. Geo-Sci combines expertise and teamwork, bringing experienced specialists in Engineering, Geology, Environmental and Construction Inspection together to collaborate and ensure successful project execution.

Geo-Sci is presently under contract with various state agencies, architects, contractors, engineers, municipalities, and private developers to provide quality geotechnical engineering, environmental site assessments, inspection, and materials testing services. We have provided Construction Testing and Inspection Services for numerous projects including commercial/retail developments, roadway projects, sewer lines, bridges, and large-scale building construction.

Accreditations

Our engineers and engineering technicians report information that is needed to ensure the quality and performance of structural materials, and provide extensive technical support on all projects. Our in-house laboratory is staffed with fully trained professionals and Geologists who utilize the latest technology and equipment. Representatives of the Cement and Concrete Reference Laboratory (CCRL) and AASHTO Materials Reference Laboratory (AMRL) regularly inspect our concrete, soils, and asphalt laboratory. We have been pre-qualified through ODOT throughout our company's history, and accredited by the AASHTO Accreditation Program (AAP) since 1998. We continually uphold the high standards the program demands. Our field technicians are professional, knowledgeable, and certified in their discipline. They arrive promptly to the jobsite and strive to maintain the reputation of Geo-Sci as a quality oriented firm.

Quality Control

Quality control is achieved through implementation of Standard Operating Procedures (SOP) for our field inspection and testing services, laboratory-testing services, documentation and geotechnical report preparation. These SOP's include written procedures for the field technicians, regularly scheduled calibration and maintenance of all laboratory and field testing equipment in accordance with AMRL and ASTM requirements. In addition to these measures, our technicians are regularly reviewed and tested in the field and in the lab regarding their compliance with ASTM procedures, AASHTO requirements and ODOT requirements. All samples are collected, stored and tested in accordance with the provisions listed below, whichever is applicable, unless other standards and requirements are applicable, in which case the current publication containing such standards or specifications shall be followed.

- Most recently published by the American Society for Testing Materials (ASTM).
- The American Association of State Highways and Transportation Officials (AASHTO).
- The current addition of the State of Ohio Department of Transportation manual entitled Construction and Materials Specifications.



We appreciate the opportunity to submit this introduction and we look forward to working with you. Should you have any questions or require additional information, please contact us at (440) 234-8985.

Sincerely,
Geo-Sci, Inc.

Dorian Taran
Geotechnical Engineer

SCHEDULE OF COMPENSATION MATERIALS TESTING AND CONSTRUCTION INSPECTION SERVICES

I. Personnel¹

Field Personnel

Field Technician (Soils/Concrete/Masonry/Asphalt) ^{2,3}	\$50.00/hr
Steel Inspector	\$55.00/hr
Coring Crew	\$90.00/hr

Engineering

Senior Geotechnical Engineer	\$135.00/hr
Project Manager	\$115.00/hr
Project Engineer	\$105.00/hr
Field Engineer	\$95.00/hr

Field Supervisors

Testing Supervisor (Field)	\$60.00/hr
Construction Inspector	\$60.00/hr

Office Personnel

Administrative Assistant/Document Preparation	\$18.00/hr
Draftsman (CADD)	\$35.00/hr

II. Soil/Rock Testing

Moisture-Density Relationship (Standard) ASTM D 698	\$120.00 ea
Moisture-Density Relationship (Modified) ASTM D 1557	\$140.00 ea
Moisture Content Determination ASTM D 2216	\$4.50 ea
Visual Description and Classification (Soil)	\$4.50 ea
Particle Size Analysis ASTM D 422	\$55.00 ea
Particle Size Analysis w/Hydrometer	\$105.00 ea
Atterberg Limits (Liquid & Plastic) ASTM D 4318	\$65.00 ea
Shrinkage Limit ASTM D 4943	\$60.00 ea
Organic Content Determination ASTM D 2974	\$25.00 ea
Specific Gravity ASTM D 854	\$35.00 ea
pH of Soils ASTM D 4972	\$45.00 ea
Soil Resistivity ASTM G 57	\$100.00 ea
One-Dimensional Consolidation Test ASTM D 2435	\$350.00 ea
Unconfined Compressive Strength (Soil) ASTM D 2166	\$65.00 ea
Direct/Residual Shear (3 Point Curve) ASTM D 3080	\$185.00 ea
Triaxial Permeability ASTM D 5084	\$325.00 ea
California Bearing Ratio (CBR) ASTM D 1883	\$295.00 ea
Use of Nuclear Density Gauge ASTM D 2922	\$65.00/day
Unconfined Compressive Strength (Rock)	\$60.00 ea

**SCHEDULE OF COMPENSATION
MATERIALS TESTING AND CONSTRUCTION INSPECTION SERVICES (cont'd)**

III. Concrete Testing

Concrete Cylinders Compressive Strength Test ASTM C 39.....	\$15.00 ea
Grout/Mortar Cubes Compressive Strength Test	\$10.00 ea
Sample Pick up.....	\$45.00/hr
Chloride Ion Determination AASHTO T 260-82	\$55.00 ea
Use of Windsor Probe	\$95.00/day
Use of Windsor Pin.....	\$85.00/day
Use of Swiss Hammer ASTM C 805	\$55.00/day
Concrete Yield Test ASTM C 138.....	\$15.00 ea
Compressive Strength via Windsor Probe (3 Shots/Test) ASTM C 803.....	\$55.00 ea
Flexural Strength of Concrete (Beam Tests) ASTM C 78	\$40.00 ea
Prism Test.....	\$75.00 ea
Use of Coring Machine & Electric Generator.....	\$125.00/day
Use of Diamond Core Barrel	\$1.75/inch/inch
Use of Dipstick Floor Profiler	\$550.00/day
Preparation and Testing (Compressive Strength) of Concrete Cores.....	\$45.00 ea
Petrographic Analysis	Quote Upon Request*

IV. Asphalt Testing

Extraction Test / Asphalt Content ASTM D 2172.....	\$140.00 ea
Sample Preparation.....	\$50.00 ea
Particle Size Analysis ASTM D 5444.....	\$50.00 ea
Use of Coring Machine & Electric Generator.....	\$125.00/day
Core Thickness.....	\$40.00/ea
Use of Diamond Core Barrel	\$1.75/inch/inch
Amount Passing #200 Sieve.....	\$35.00 ea
Bulk Specific Gravity and Density ASTM D 2726.....	\$45.00 ea

V. Incidental Expenses

Vehicle Mileage	\$0.55/mile
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Special Notes:

1. Personnel charges are portal to portal. Field Personnel will be billed in four-hour increments plus mileage. A two-hour charge will be billed for job cancellation without prior notice.
2. Overtime for any time over eight (8) hours in one day, work performed after 4:30 PM and all weekend and holiday work will be charged at the Standard Rate x 1.33.
3. The Inspector and Technician rates include report preparation and review time.

*Tests performed by others under our general direction.

Terms and Conditions

Fee

The total fee shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded without written approval of the Client. Reimbursable expenses invoiced with a mark-up of no greater than 1.10%.

Billings / Payments

Invoices for services and reimbursable expenses shall be submitted, on a monthly basis and upon completion of the services. Invoices shall be payable within 30 days from the invoice date. A service charge of 1.5% per month will be applied to the unpaid balance after 30 days from the invoice date. Geo-Sci shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and Geo-Sci shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, Geo-Sci will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Geo-Sci will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Geo-Sci's part of the Project. Regardless of any other term or condition of the Agreement, Geo-Sci makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Geo-Sci shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hazardous Materials / Mold

Geo-Sci shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which Geo-Sci shall have no responsibility.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and Geo-Sci, the Client agrees, to the fullest extent permitted by law, to limit Geo-Sci's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the total amount of Geo-Sci's fee, or \$10,000, whichever is less.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay Geo-Sci for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by Geo-Sci under this agreement, including electronic files, shall remain the property of Geo-Sci and may not be used by the Client for any other purpose without the written consent of Geo-Sci. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Geo-Sci and its sub consultants harmless from any and all claims and/or damages arising there from. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Geo-Sci and its consultants.

Defects in Service

The Client shall promptly report to Geo-Sci any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

Geo-Sci shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and Geo-Sci shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

Relationship of the Parties

All services provided by Geo-Sci are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Geo-Sci.

Accepted by: _____

Organization: _____

Title: _____

Date: _____



CONSULTANTS • LABORATORIES

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Berea, Ohio 44017
Tel: 440-234-8985
www.geo-sci.com

October 1, 2019

Mr. Rodwell G. King, RIBA, LEED A.P., ALEP
GPD Group
520 South Main Street, Suite 2531
Akron, Ohio 44311

**Re: Proposal - Subsurface Exploration
Clearview Bus Garage
4700 Broadway Avenue
Lorain, Lorain County, Ohio
Geo-Sci Proposal No. G390106**

Dear Mr. King:

Pursuant to your request for proposal dated September 30, 2019, Geo-Sci is pleased to offer this proposal to provide a subsurface exploration for the proposed Clearview Bus Garage project located at 4700 Broadway Avenue in Lorain, Lorain County, Ohio, as shown in the aerial photograph below:

Figure 1. Aerial Photograph



Project Description

Based upon the information provided, the project consists of a one-story, slab-on-grade pre-engineered metal structure with an office component on the eastern end. It will be approximately 14,000 sq. ft. in extent (90' x 159'). It is our understanding that the site is accessible to a truck mounted drill rig. Geo-Sci has been asked to provide this quotation to perform soil investigation to determine the type of soil, suitability of development, and geotechnical parameters.

Scope of Work – Geotechnical

The Scope of Work included herein is in accordance with your request.

Field Investigation / Drilling

Based upon the information provided, it is proposed to drill and sample a total of four (4) test borings at the proposed garage building footprint to approximate depths ranging from 15 to 20 feet each, below the existing surface grade. The test borings shall be terminated at the indicated depths or refusal, whichever is encountered first. Drilling locations will be marked in field by "Geo-Sci" and/or "GPD Group" personnel.

Groundwater levels shall be noted during and upon completion of the drilling operations. Drilling, sampling, and standard penetration tests shall be conducted in accordance with applicable ASTM standards. Geo-Sci personnel shall notify the Ohio Utilities Protection Service and the utility companies whose names are provided to us prior to commencing the drilling operations.

Laboratory Testing

The samples collected shall be transported to our laboratory and selected samples shall be tested as follows:

- Visual Classification in accordance with the Unified Soil Classification System;
- Moisture Content;
- Hydrometer Analysis;
- Atterberg Limits (Liquid Limit and Plastic Limit);
- Grain Size Analysis.

Report

A Geotechnical Report shall be prepared and shall include the following:

- Laboratory test results;
- Individual typed test boring logs and test boring location plan;
- Foundation design recommendations;
- Seismic site classification;
- Floor slab design parameters and pavement design parameters, including CBR recommendation; and
- Construction considerations including groundwater, compaction and site preparation recommendations.

The presence or absence of gases or chemical contamination will only consist of apparent observations during drilling and handling of samples. Odors will be noted, however, chemical analysis of the soil samples is beyond the scope of this proposal.

Costs

The Geotechnical Services as described above shall be provided for a lump sum cost of **\$2,800.00**. In the event additional borings or depths are needed due to subsurface conditions, while the rig is still on the site, it will be charged at the rate of **\$45.00 per foot only after authorization from the client**. This rate includes field, laboratory and engineering services.

Project Schedules

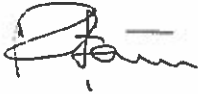
Geo-Sci can begin work within five (5) working days upon authorization. Generally, we can provide preliminary information during and soon after completion of the drilling operations. The final report will be issued within 28 days from authorization.

We trust that you will find the scope of work in this proposal in agreement with your requirements. Please inform us of your intentions so that we may plan our time accordingly. This proposal can be accepted by signing and returning a copy of the enclosed Terms and Conditions that form a part of this proposal or by issuing a purchase order or letter referencing this proposal.

We appreciate your consideration of our company for this project and look forward to being of service. Should you have any questions or if we may be of further assistance, please contact us at (440) 234-8985.

Sincerely,

Geo-Sci, Inc.



Dorian Taran
Geotechnical Engineer



TERMS AND CONDITIONS

Fee

The total fee shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded without written approval of the Client. Reimbursable expenses invoiced with a mark-up of no greater than 1.10%.

Billings / Payments

Invoices for services and reimbursable expenses shall be submitted, on a monthly basis and upon completion of the services. Invoices shall be payable within 30 days from the invoice date. A service charge of 1.5% per month will be applied to the unpaid balance after 30 days from the invoice date. Geo-Sci shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and Geo-Sci shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, Geo-Sci will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Geo-Sci will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Geo-Sci's part of the Project. Regardless of any other term or condition of the Agreement, Geo-Sci makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Geo-Sci shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hazardous Materials / Mold

Geo-Sci shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which Geo-Sci shall have no responsibility.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Geo-Sci and its subcontractors harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. Geo-Sci further agrees to indemnify the Client for damages arising from its own negligent errors acts or omissions.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and Geo-Sci, the Client agrees, to the fullest extent permitted by law, to limit Geo-Sci's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the total amount of Geo-Sci's fee, or \$10,000, whichever is less.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay Geo-Sci for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by Geo-Sci under this agreement, including electronic files, shall remain the property of Geo-Sci and may not be used by the Client for any other purpose without the written consent of Geo-Sci. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Geo-Sci and its sub consultants harmless from any and all claims and/or damages arising there from. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Geo-Sci and its consultants.

Defects in Service

The Client shall promptly report to Geo-Sci any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

Geo-Sci shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and Geo-Sci shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

Relationship of the Parties

All services provided by Geo-Sci are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Geo-Sci.

Accepted by: _____

Organization: _____

Title: _____

Date: _____



October 2, 2019

To: Rodwell G. King, RIBA, LEED A.P, ALEP
Senior Project Manager
GPD GROUP

From: John Pardee, President
Pardee Environmental

Re: Proposal for Hazardous Materials Assessment & Mgmt.:
Bus Garage at Clearview Schools
4700 Broadway Ave.
Lorain, OH 44052

Mr. King,

Below please find below the proposal that you requested for the above listed site.

Asbestos Survey

Once we receive your authorization to proceed, we will conduct an asbestos survey consistent with the NESHAP and the rules governing asbestos in the State of Ohio. All suspect regulated asbestos containing materials (RACM) found will be adequately sampled and submitted to an accredited lab for analysis by Polarized Light Microscopy (PLM). Price includes PLM sample analysis and Point Count analysis of samples that may return with low percentage asbestos. The work will be scheduled immediately upon receipt of the notice to proceed and the samples will be overnight shipped to the lab at the conclusion of the site work and the lab work will be placed on a standard 4 to 5-day lab turn around. Upon receipt of the lab data, we will process the survey report for the structure that will detail the type, location, condition and quantity of ACM found. The report will contain a summary of findings, laboratory report, the sample chain-of-custody, ACM summary table and a building site plan. The survey work will be conducted by John Pardee, President of Pardee Environmental, a licensed Asbestos Hazard Evaluation Specialist (ODOH Cert. #ES3201). This bid is submitted as a lump sum bid that includes all labor, equipment, materials, and analysis of the samples. The bid presumes any vermiculite found to be a Presumed Asbestos Containing Material (PACM) and reported as such unless sampling is requested by the client. Analysis for vermiculite is different and more costly than for all other building materials.

Hazardous Materials Assessment

As part of this effort, we will examine the structure and catalogue other hazardous materials that would be considered regulated and would need to be addressed prior to demolition. . These hazards may include but are not limited to compounds such as gas cylinders, herbicides and pesticides, batteries, regulated electronic wastes (E-wastes), mercury thermostats and other mercury-containing equipment, florescent lamps and ballasts and Freon-containing equipment such as air conditioners, refrigerators or dehumidifiers. All identified regulated materials will be catalogued and included in the project report.

Abatement Project Specs

We will provide abatement project specifications for bidding purposes. This spec package will be the technical specifications only as we assume the boilerplate and other project specific items will be the purview of the GPD Group.

Abatement Project Oversight

We will provide abatement project oversight to ensure contractor compliance with the regulations, the specifications and the completeness of the abatement effort. An abatement project closeout report will be provided at the conclusion of this project.

Costs

Description	units	Unit Cost	Total Cost
Estimated project costs			
Asbestos survey/Haz. Mat. Assessment	6	\$80.00	\$480.00
Technician	6	\$45.00	\$270.00
Sample estimate	20	\$15.00	\$300.00
Findings report	4	\$80.00	\$320.00
Project specs	4	\$80.00	\$320.00
Project oversight & closeout report	20	\$80.00	\$1,600.00
Estimated Total Project Cost			\$3,290.00

Respectfully,



John P. Pardee, President
Pardee Environmental
AHES Cert. #3201
AHPD Cert. #60060

State of Ohio
Environmental Protection Agency
Asbestos Program

Evaluation Specialist

John P
Pardee



47391 Garfield Road
Oberlin OH 44074

Certification Number Expiration Date

ES3201

08/05/20

DOB 01/11/61

Card not valid
if Altered

State of Ohio
Environmental Protection Agency
Asbestos Program

Abatement Project Designer

John P
Pardee



47391 Garfield Road
Oberlin OH 44074

Certification Number Expiration Date

PD60060

08/05/20

DOB 01/11/61

Card not valid
if Altered

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **Clearview Local Schools** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Ohio, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

Clearview Local Schools

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____



SPYGLASS EXECUTIVE SUMMARY

COMPANY OVERVIEW – THE SPYGLASS GROUP, LLC

- Specialized cost consulting firm focused on optimizing recurring telecommunications and network service billing (Voice, Data, Internet, Cloud Services, Data Center activity, and Mobility/Cellular).
- Totally vendor independent with no agency or distributor relationships with carriers.
- Organizations that engage SpyGlass typically have one or more of these concerns:
 - They desire cost savings and more transparency into the complex bills they receive.
 - They are interested in identifying the services they pay for but don't use.
 - They don't feel their carriers have their best fiscal interests in mind.
- Actively operating in all 50 states and Canada with more than 15,000+ clients

THE SPYGLASS PROCESS FOR YOUR ORGANIZATION

- SpyGlass' proprietary analytical process will identify opportunities in the following areas:
 - Recovery of past bill mistakes - billing inconsistent with contracts or tariffs
 - Elimination opportunities - usage analysis to uncover dormant services
 - Cost reduction opportunities – overall optimization of the cost center
 - Consolidation and volume leveraging
 - Geographic market analysis to streamline rate structures
 - Slamming and cramming identification
 - Fraud, tariff, and tax analysis
- Steps of the audit process
 - Kickoff to collect materials needed (2 months billing and Letter of Agency) and introduce project staff
 - Analysis completed at SpyGlass HQ and takes SpyGlass roughly four weeks to complete
 - Findings are presented to client along with account inventories
 - Client determines which recommendations it would like to implement
 - SpyGlass performs all implementation work
- Success based fees
 - If we don't find anything or you choose not to implement anything, you pay zero
 - Fees only pertain to the recommendations your organization selects
 - 50% of Cost Recovery (refunds or credits we are bringing back in the door)
 - 12 times any monthly service elimination and cost reduction savings, which ensures that your ROI will be realized within 12 months of the engagement.

WHY ORGANIZATIONS NEED SPYGLASS

- Organizations struggle to find these savings on their own because the carrier billing only provides about 25% of the data needed to control the cost center. SpyGlass can get the rest of the data
- Carrier billing statements are notoriously vague and difficult to understand
- Client staff is stretched thin and lack expertise to thoroughly conduct review internally
- Organizations cannot use their own providers to find these savings because providers aren't financially motivated to audit their own billing. This is taking money out of their own pockets. On the other hand, SpyGlass is only compensated if savings are found and implemented

25777 DETROIT RD, STE 400 * WESTLAKE, OHIO 44145 * 800.466.2186

WWW.SPYGLASS.NET

SpyGlass



OHIO AUDITOR OF STATE KEITH FABER

ANNOUNCEMENT

Revision to 467 Student Wellness and Success Fund

This fund is to account for state monies distributed in accordance with ORC section 3317.26, that are restricted for specific purposes related to student wellness including mental health services, services for homeless youth, services for child welfare involved youth, community liaisons, physical health care services, mentoring programs, family engagement and support services, city connects programming, professional development regarding the provision of trauma informed care, and professional development regarding cultural competence. This fund should be classified as a special revenue fund. This fund does not need Auditor of State approval to be established.

Fund 467 does not need included in the five-year forecast. Fiscal Year 2020 and Fiscal Year 2021 are the only years addressed in the budget bill. Due to the Student Wellness and Success

program being new, we cannot be certain how the funding will be handled in the future. Fiscal Year 2022, Fiscal Year 2023, and Fiscal Year 2024 should be evaluated to identify any costs associated with mandated programs or locally adopted programs that will continue after Fiscal Year 2020 and Fiscal Year 2021 funding has been expended. If the Auditor of State's Office is examining a forecast for purposes of fiscal distress, we will look for these continuing costs to be included in the forecast for Fiscal Year 2022, Fiscal Year 2023 and Fiscal Year 2024.

If you have any questions, please contact Local Government Services with the Auditor's office at 1-800-345-2519.