

AMMENDMENT # 1

**RUSSELLTOWNSHIP AGREEMENT
WITH THOMPSON ELECTRIC, INC.**

WHEREAS Thompson Electric, Inc. of Monroe Falls Ohio (hereinafter "Company") has been hired by First Energy to complete work for a construction project on County Line Road in Russell Township, Ohio;

WHEREAS. Company has requested to temporarily use an approximate 90 foot by 90 foot portion of Russell Township Property at 14820 Chillicothe Road, Novelty, Ohio 44072. also referred to as PPN 26-703200, and as depicted in Exhibit A (hereinafter "the Area") as a job staging area;

WHEREAS, the Russell Township Board of Trustees (hereinafter "the Board") would like to permit Company to use the Area as a job staging area for the benefit of the Township and the completion of the County Line Road project:

WHEREFORE, the Board finds it would permit Company to use the Area pursuant to the following terms:

- A. The Board agrees to permit Company to use the Area until Company's work on the project is complete, or up to and including ~~December 31, 2019,~~ ^{JANUARY 31, 2020 PSM} whichever is earlier. If additional time is needed under this Agreement, the Board and Company may agree to an extension of the timeframe of this agreement in writing.
- B. The Board may choose to physically mark the Area using cones or another comparable marking device.
- C. When using the Area, Company is permitted to park, store and/or remove its equipment and vehicles, including up to 6-8 utility trucks, up to 4-6 vehicles, materials, one (1) dumpster, one (1) self-contained, portable toilet.

h.h.b. JFM
(JAN)

and one (1) Conex box within in the Area for the purpose of completing Company's work on County Line Road. All vehicles and equipment shall be parked in a legal and safe manner as to not impede ingress or egress from the Area or surrounding property. The perimeter of the Area shall be kept clear in order to allow safe and clear access for Fire and Emergency Medical Service apparatus, vehicles and personnel.

- D. If the Board or Russell Township Employee notifies Company about issues concerning (1) the manner in which vehicles and equipment are being parked or stored on the Area, (2) the number and/or amount of vehicles and equipment located in the Area, or (3) any other related concern, Company shall promptly address and fix said issue, but no later than 24 hours after being notified of said concern.
- E. Company shall, at its expense at all times during the performance hereunder, maintain comprehensive general liability insurance insuring Russell Township against the indemnification obligations undertaken below. The comprehensive general liability insurance policy shall name Russell Township as an additional insured, and shall, in addition to the above, protect Russell Township from Claims which may arise out of or result from the use of the Area and operations under this Agreement, whether such use and operations are by Company, its officers, agents or employees, and shall have limits of not less than three million dollars (\$3,000,000.00) for any one incident involving one or more persons, including property insurance in an amount not less than three million dollars (\$3,000,000.00) and shall be primary with respect to Company's general liability, notwithstanding any other insurance covering

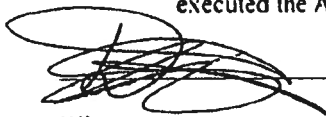
Russell Township. Company shall submit proof of the required insurance with Russell Township beginning the use of the Area on Russell Township property for the purpose stated herein.

- F. The Company, its officers, employees and members shall, through the signing of this Agreement, by an authorized party or agent, indemnify, and save harmless, Russell Township, the Board, and Russell Township's officers, agents and employees from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not founded in law, brought or recovered against it, to include reimbursement of any fees or costs incurred by Russell Township, the Board, and Russell Township's officers, agents and employees in the defense of any claims against the Township arising from the conduct of the Company pursuant to the terms of this Agreement, by reason of any action or omission by the Company, its officers, agents or employee for and during the use of the Area.
- G. This Agreement may be terminated by the Board at its option for any reason, or no reason.
- H. Company shall not assign its rights under this agreement without written consent of the Board.
- I. The parties agree that this and the documents referred to herein are the sole and exclusive agreements of the parties and that any necessary modification be reduced to writing and executed in a like manner.
- J. The parties agree that the law of the State of Ohio shall control with regard to any and all disputes that may arise and that any and all litigation undertaken or


arising under this Agreement shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

K. If any covenant or provision of this Agreement, the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or application of such covenant or provision to persons, firms or corporations or to circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby.

L. This Agreement is effective on the date that all necessary parties below have executed the Agreement.




Witness

By: 
_____, Dustin Belmont
Its: Treasurer

DATE: 6 day of August, 2019

RUSSELL TOWNSHIP
BOARD OF TRUSTEES



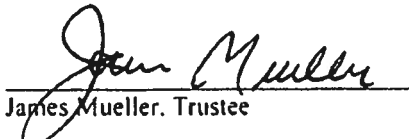
Witness



Justin Madden, Trustee



Gary Galbraith, Trustee



James Mueller, Trustee

DATE: 7th day of August, 2019

APPROVED AS TO FORM

KME

GEAUGA COUNTY PROSECUTOR'S OFFICE

AMMENDMENT #1

Stuart Santis

Witness

Thompson Electric Inc.

By: [Signature] Scott Monty

ITS: Manager

DATE: 12/18/19

Jessica Sustar

Witness

RUSSEN BOARD OF TRUSTEES

[Signature]

JUSTIN MAODEN, TRUSTEE

[Signature]

BARY GABRAM, TRUSTEE

12/18/19

JAMES MUELLER, TRUSTEE

DATE: James Mueller 12/18/19



THOMELE-05

D1SBISHOP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 954553 AssuredPartners of Ohio, LLC 3900 Kinross Lakes Parkway #300 Richfield, OH 44286	CONTACT NAME: Pam Krenznel PHONE (A/C, No, Ext): (440) 895-6354 FAX (A/C, No): (440) 356-2126 E-MAIL ADDRESS: pam.krenznel@Assuredpartners.com
INSURED Thompson Electric, Inc. 49 Northmoreland Avenue Munroe Falls, OH 44262-1717	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Cincinnati Insurance Company 10677
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 2 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		EPP 0002359	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Includes HNOA <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0002359	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EPP 0002359	11/1/2019	11/1/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation section refers to Ohio Employers Stop-Gap Liability

Re: Contractor's Registration - License - Permits - Bonds. Certificate holder is included as Additional Insured under General Liability when required by written permit.

CERTIFICATE HOLDER CANCELLATION

Russell Township 8501 Kinsman Road Novelty, OH 44072	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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