

ORDINANCE NO. 2025 - 006

**AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A LICENSE AGREEMENT BETWEEN THE CITY OF KENT AND ONSITE PARTNERS, LLC TO ALLOW FOR THE INSTALLATION OF AN ELECTRIC CONDUIT LINE ACROSS THE CITY, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Kent wishes to enter into a License Agreement with OnSite Partners, LLC to install and maintain an electric line that crosses East Summit Street; and

**WHEREAS**, the electric lines will allow for power generated from the newly installed solar arrays located along Burnett Road to be supplied to Kent State University's electrical grid.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Kent, Portage County, Ohio:

**SECTION 1.** That Council does hereby authorize the City Manager, or his designee, to enter into a License Agreement between the City of Kent and OnSite Partners, LLC to install and maintain an electric line that crosses East Summit Street and is more fully described in Exhibit "A" attached hereto and incorporated herein.

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

**SECTION 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: January 22, 2025  
Date

J. Fiala  
Jerry T. Fiala  
Mayor and President of Council

EFFECTIVE: January 22, 2025  
Date

ATTEST: Kathleen Coleman  
Kathleen Coleman  
Interim Clerk of Council

I, KATHLEEN COLEMAN, INTERIM CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2025-006, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON January 22, 2025.

(SEAL)

Kathleen Coleman  
KATHLEEN COLEMAN  
INTERIM CLERK OF COUNCIL

CITY OF KENT  
DEPARTMENT OF PUBLIC SERVICE  
DIVISION OF ENGINEERING

MEMO

TO: Dave Ruller  
Kathy Coleman

FROM: Jim Bowling *Job*

DATE: December 19, 2024

RE: E Summit Street – Solar Array Electric Lines  
License Agreement

The Service Department is requesting City Council consideration and approval of the attached License Agreement. The License Agreement will permit Kent State University's partner, OnSite Partners, LLC, to install and maintain an electric line that crosses East Summit Street. The electric lines will allow for power generated from the newly installed solar arrays located along Burnett Road to be supplied to Kent State University's electrical grid. The project is estimated to produce approximately 8.5 million kWh per year, reduce 6,598 tons of Carbon Dioxide, which is equivalent to removing 1,332 cars from the road per year and enough clean electricity to power 1,165 homes.



C: Melanie Baker  
Hope Jones  
Sandy Lance

**CITY OF KENT, OHIO  
LICENSE AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and OnSite Partners, LLC, hereinafter called the "Licensee."

The City is the owner, in fee simple or by highway easement, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibit listed below.

Exhibit "A" - License Area Drawing and Legal Description

Exhibit "B" - Utility Crossing Civil Development Plans

The parties hereto covenant and agree as follows:

**1. NATURE OF INTEREST:**

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

**2. USE:**

**2.1** The Property shall be used for the purpose of: installing,  
maintaining and operating electrical wiring in conduits for the  
transferring of electricity from solar array sites to Kent State  
University power grid.  
and for no other purpose.

**2.2** No structural alterations may be made to the City's property without the express written permission of the City of Kent, Director of Public Service.

**3. TERM:**

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on \_\_\_\_\_, 2025, and ending on \_\_\_\_\_, 2026 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 14.

**4. NECESSARY LICENSES AND PERMITS:**

**4.1** Licensee shall be licensed to do business in the State of Ohio and City of Kent, and upon request, Licensee shall demonstrate to the City that any and all such licenses are in good standing. Correspondence shall be addressed as follows:

All correspondence to the City shall be addressed:

Service Director  
City of Kent  
930 Overholt Road  
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

OnSite Partners Asset Management

34 S. Third St. 4th Floor

Columbus, OH 43215

**4.2** Licensee shall secure all necessary permits required in connection with the use of the Property and shall comply with all federal, state and local statutes, ordinances, rules, or regulations which may affect, in any respect, Licensee's use of the Property. Licensee shall, prior to the commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its business use of the Property.

**5. STORAGE AND VENDING:**

No storage of materials or supplies of any nature will be permitted on the Property except as directly related to the agreed business use of the Property.

**6. TAXES:**

Licensee agrees to be responsible for and to timely pay all taxes and/or assessments that may be legally assessed on Licensee's interest, or on any improvements placed by Licensee on said Property, during the continuance of the license hereby created, including any real estate taxes. The Licensee must provide written notice to the City, at the address referenced in Paragraph 4.1, within thirty (30) days of payment of all taxes and/or assessments.

7. **DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:**

The granting of this permit shall not be construed as an abridgment or waiver of any rights which the Director of Public Service has in exercising his jurisdictional powers over the City property, easements or right-of-ways. The City Director of Public Service shall act for and on behalf of the City of Kent in the issuance of and carrying out the provisions of this permit.

8. **CITY USE OF PROPERTY:**

If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of the Licensee's changes to the City's property, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of the Licensee's thereof. Failure on the part of the Licensee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the Director of Public Service deems necessary.

9. **MAINTENANCE OF PROPERTY:**

Licensee shall, at its sole expense, keep and maintain the Licensee's facilities that are installed on the Property. In addition, the Licensee shall return the property to a condition similar to its existing condition after any impact to the property caused by the Licensee. A high standard of cleanliness, consistent with the location of the area as an adjunct of the City, will be required. Defoliant, noxious, or hazardous materials or chemicals shall not be used or stored on the Property.

10. **MAINTENANCE OF IMPROVEMENTS:**

10.1 Licensee, at Licensee's own cost and expense, shall maintain all of his/her improvements to the Property. Licensee shall take all steps necessary to effectively protect the Property from damage incident to the Licensee's use of such Property, all without expense to the City.

10.2 Licensee shall be liable to, and shall reimburse the City for, any damage to City owned property that in any way results from or is attributable to the use of said Property by the Licensee or any person entering upon the same with the consent of the Licensee, expressed or implied.

11. **HOLD HARMLESS:**

Licensee shall occupy and use Property at its own risk and expense and shall save the City, its officers, agents, and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person, entering upon same with Licensee's consent, expressed or implied, caused by any acts or omissions of the Licensee.

**12. INSURANCE:**

**12.1** At the time of the execution of this Agreement, Licensee shall, at its own expense, take out and keep in force during the terms of this Agreement:

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about, the Property, in the amount of not less than *Two Million Dollars (\$2,000,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *Four Million Dollars (\$4,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

(b) Property damage or other insurance in a company or companies to be approved by the City to protect Licensee, and the City against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the Property, including any and all liability of the Licensee, in the amount of not less than *Two Million Dollars (\$2,000,000.00)*. Said policies shall inure to the contingent liabilities, if any, of the Licensee and the City, and shall obligate the insurance carriers to notify Licensee and the City, in writing, not less than thirty (30) days prior to cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the Licensee and the City.

**12.2** A copy of the "Certificate of Insurance" will be submitted to the City at the time of execution of license and annually thereafter.

**13. MODIFICATION:**

The terms of this Agreement may be modified upon agreement of the parties.

**14. REVOCAION AND TERMINATION:**

**14.1** The City may revoke this license at any time. The Licensee may terminate this Agreement at any time.

**14.2** In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.

**14.3** Upon revocation of the license or upon termination or expiration of Agreement, any personal property, or other appurtenances, including all footings, foundations, and utilities, placed on the City property will be removed by Licensee. If any such appurtenances are not so removed after ninety (90) days written notice from the City to the Licensee, the City may proceed to remove the same and to restore the Property and the Licensee will pay the City, on demand, the reasonable cost and expense of such removal and restoration.

**15. RELOCATION:**

A Licensee who licenses property from the City shall not be eligible for relocation payments.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the date herein last written below. Licensee acknowledges receipt of a copy of this Agreement and agrees to comply with the provisions herein contained.

**LICENSEE(S):** OnSite Partners, LLC

Signed by:  
Jesse Severance  
948CDFC8FE94442...  
Signature

\_\_\_\_\_  
Signature

34 S. Third St. 4th Floor Columbus, OH 43215

Mailing Address

(920) 246-3921

Telephone

12/18/24

Date

**CITY OF KENT, OHIO**

\_\_\_\_\_  
Director of Public Service

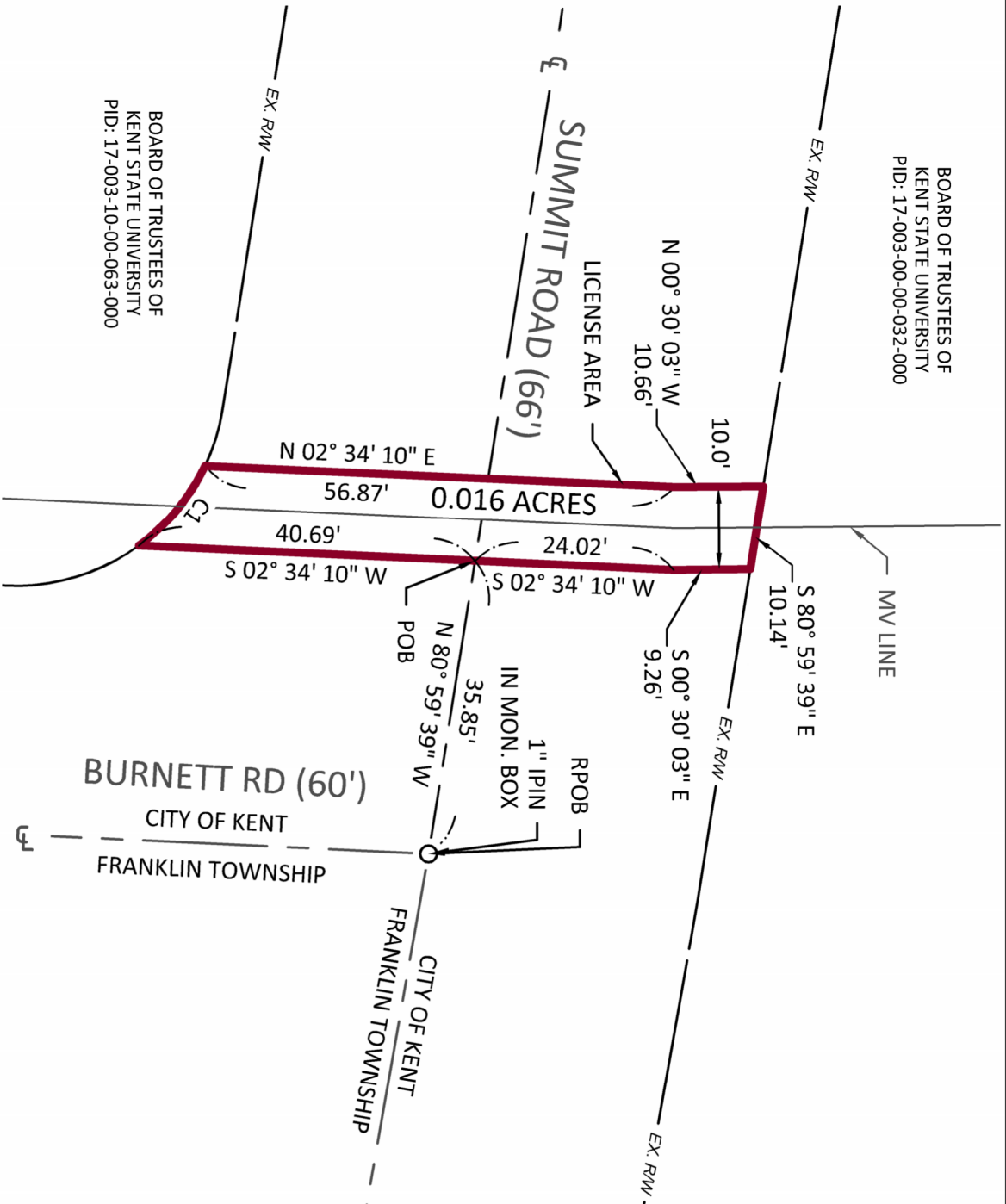
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hope Jones, Law Director  
City of Kent

**EXHIBIT "A"**  
**License Area Drawing and Legal Description**





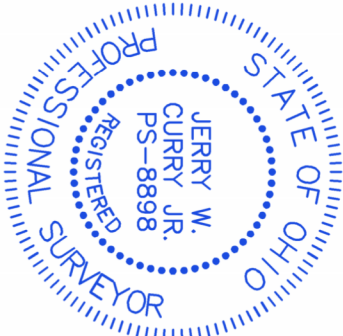
BOARD OF TRUSTEES OF  
KENT STATE UNIVERSITY  
PID: 17-003-10-00-063-000

BOARD OF TRUSTEES OF  
KENT STATE UNIVERSITY  
PID: 17-003-00-00-032-000

Curve Table

Curve #	Radius	Delta	Chord Bearing	Chord Length	Arc Length
C1	25.38'	28°36'45"	N 50° 18' 30" W	12.54'	12.67'

- LEGEND**
- MONUMENT FOUND
  - EX R/W EXISTING RIGHT-OF-WAY
  - POB POINT OF BEGINNING
  - RPOB REFERENCE POINT OF BEGINNING



**BASIS OF BEARINGS:**  
THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH ESTABLISHED BY UTILIZING THE OHIO DEPARTMENT OF TRANSPORTATION'S (ODOT) REAL TIME NETWORK (RTN) AND ARE FOR THE SOLE PURPOSE OF DENOTING ANGULAR VALUES. THE DISTANCE UNITS EXPRESSED HEREON ARE US SURVEY FEET.

**CERTIFICATION:**  
I HEREBY CERTIFY THAT THIS SURVEY SHOWN ON THE ATTACHED PLAT WAS PREPARED FROM AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND THAT IT AND THE INFORMATION, SHOWN HEREON IS ACCURATE TO THE BEST OF MY KNOWLEDGE. THIS EXHIBIT IS NOT TO BE MISCONSTRUED AS A BOUNDARY SURVEY PER OAC 4733-37.

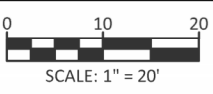
*Jerry W. Curry Jr.*  
JERRY W. CURRY JR., P.S.  
OHIO PROFESSIONAL SURVEYOR NO. 8898  
DATE: 12/17/2024

FILE: 23451-MV Line.dwg  
JOB NO.: 23451  
DRAWN BY: ABR  
ISSUED: 12/17/2024

PART OF ORIGINAL LOT 3,  
FRANKLIN TOWNSHIP, CITY OF KENT,  
PORTAGE COUNTY, OHIO

EXHIBIT

1/2



DGL CONSULTING ENGINEERS, LLC  
6060 ROCKSIDE WOODS BLVD N - SUITE 317  
INDEPENDENCE, OH 44131  
PHONE: 440.387.4113  
www.dgl-ltd.com

Legal Description:

Situated in the City of Kent, County of Portage and State of Ohio, Original Franklin Township Lot 3 and being within the existing public right of way of Summit Road (C.H. 148, 66') and being more particularly described as follows:

Beginning for reference at a 1-inch iron pin found in a monument box marking the intersection of the centerline of said Summit Road with the centerline of Burnett Road (60'); thence, Westerly along the centerline of said Summit Road, North 80°59'39" West, a distance of 35.85 feet to the Principal Point of Beginning of the area herein described;

Thence, leaving the centerline of said Summit Road, and through the right of way of said Summit Road, South 02°34'10" West, a distance of 40.69 feet to a point in the Southerly right of way line of said Summit Road;

Thence, Northwesterly along a curve to the left being the Southerly right of way line of said Summit Road, said curve having a radius of 25.38 feet, a delta of 28°36'45", a chord bearing of North 50°18'30" West, a chord length of 12.54 feet, and an arc length of 12.67 feet to a point in the Southerly right of way line of said Summit Road;

Thence, leaving said Southerly right of way line of said Summit Road, and through the right of way of said Summit Road, the following courses:

North 02°34'10" East, a distance of 56.87 feet to a point;

North 00°30'03" West, a distance of 10.66 feet to a point in the Northerly right of way line of said Summit Road;

Thence, Easterly along Northerly line of said Summit Road right of way, South 80°59'39" East, a distance of 10.14 feet to a point in the Northerly right of way line of said Summit Road;

Thence, leaving the Northerly right of way line of said Summit Road, and through the right of way of said Summit Road, the following courses:

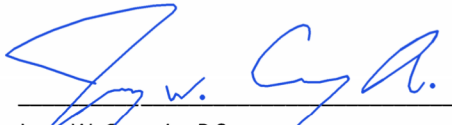
South 00°30'03" East, a distance of 9.26 feet to a point;

South 02°34'10" West, a distance of 24.02 feet to the Principal Point of Beginning, containing in all 0.016 acres of lands, more or less.

All 0.016 acres lie within the existing public right of way of Summit Road (C.H. 148, 66').

The above legal description is based on a land survey performed during April of 2024, by DGL Consulting Engineers, LLC. and was prepared by, or under the direct supervision of Jerry W. Curry Jr., Ohio Professional Surveyor #8898.


The bearings shown hereon are based on grid North established by utilizing the Ohio Department of Transportation's (ODOT) Real Time Network (RTN) and are for the sole purpose of denoting angular values. The distance units expressed hereon are US survey feet.

  
Jerry W. Curry Jr., P.S.

Ohio Professional Surveyor #8898  
DGL Consulting Engineers, LLC  
6060 Rockside Woods Blvd N, Suite 317  
Independence, Ohio 44131  
Phone: (440)387-4113, Ext 230



Date: 11/20/2024

		<p style="text-align: center;">PART OF ORIGINAL LOT 3, FRANKLIN TOWNSHIP, CITY OF KENT, PORTAGE COUNTY, OHIO</p>	<p>FILE: 23451-MV Line.dwg JOB NO.: 23451 DRAWN BY: ABR ISSUED: 11/20/2024</p>
	<p>DGL CONSULTING ENGINEERS, LLC 6060 ROCKSIDE WOODS BLVD N - SUITE 317 INDEPENDENCE, OH 44131 PHONE: 440.387.4113 www.dgl-ltd.com</p>		<p>EXHIBIT</p>

**EXHIBIT "B"**  
**Utility Crossing Civil Development Plans**

# UTILITY CROSSING ENCROACHMENT PERMIT - SUMMIT ROAD FOR KENT STATE UNIVERSITY SOLARBESS PROJECT

FOR CITY OF KENT AND BRIMFIELD TOWNSHIP  
PORTAGE COUNTY, OHIO

PREPARED FOR:  
ONSTEPARTNERS, LLC  
1 RIVERSIDE PLAZA  
COLUMBUS, OHIO 43215

PREPARED BY:  
TETRA TECH INCORPORATED  
4101 COX ROAD, SUITE 100  
GLEN ALLEN, VIRGINIA 23060  
OHIO COA # 03318

PROJECT DESCRIPTION:  
INSTALL CONDUIT VIA DIRECTIONAL  
BORE BENEATH ROADWAY TO PROVIDE  
ELECTRICAL CONNECTION BETWEEN  
SOLAR FACILITY AND KENT STATE  
UNIVERSITY DISTRIBUTION SYSTEM

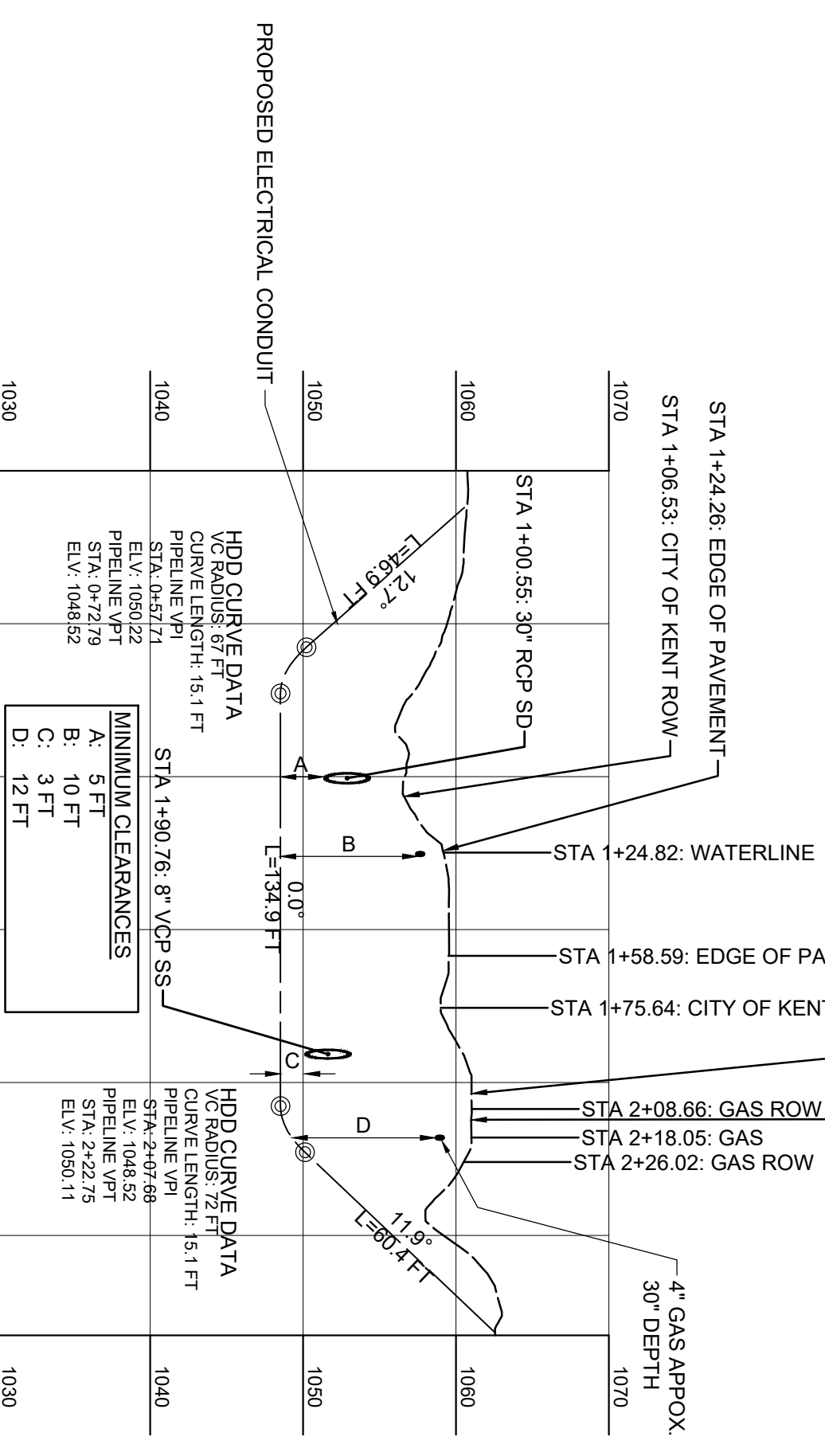
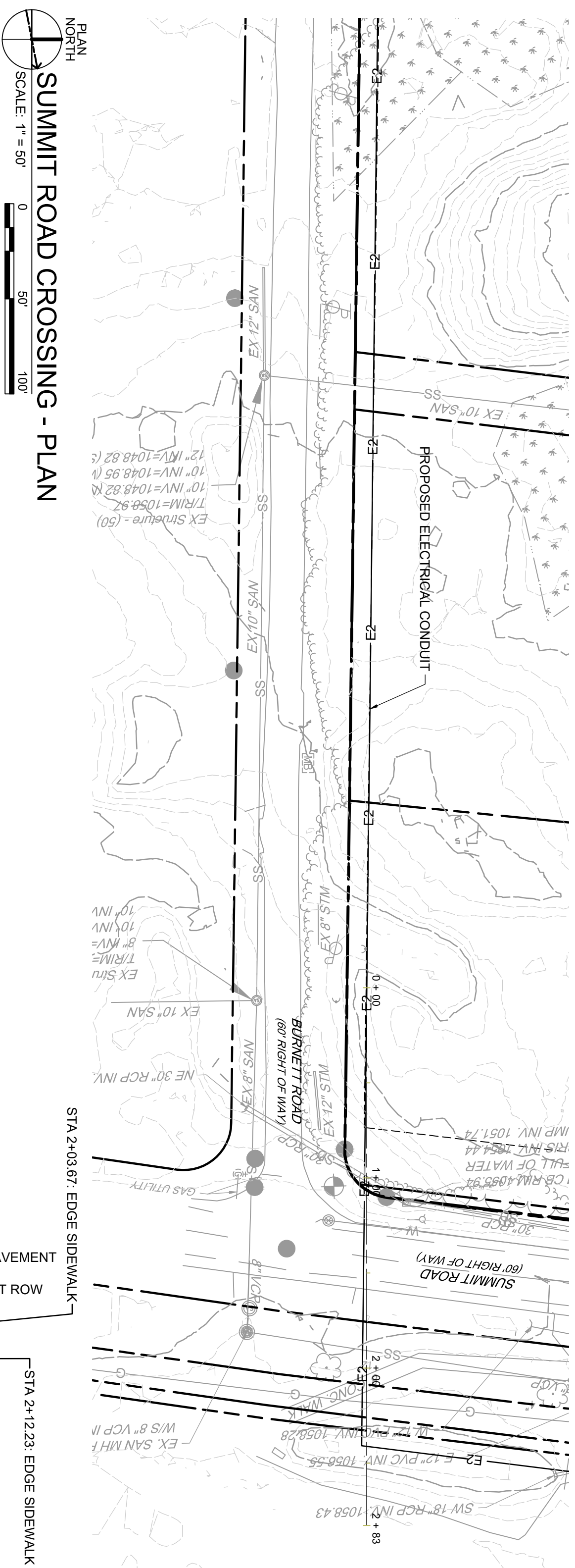
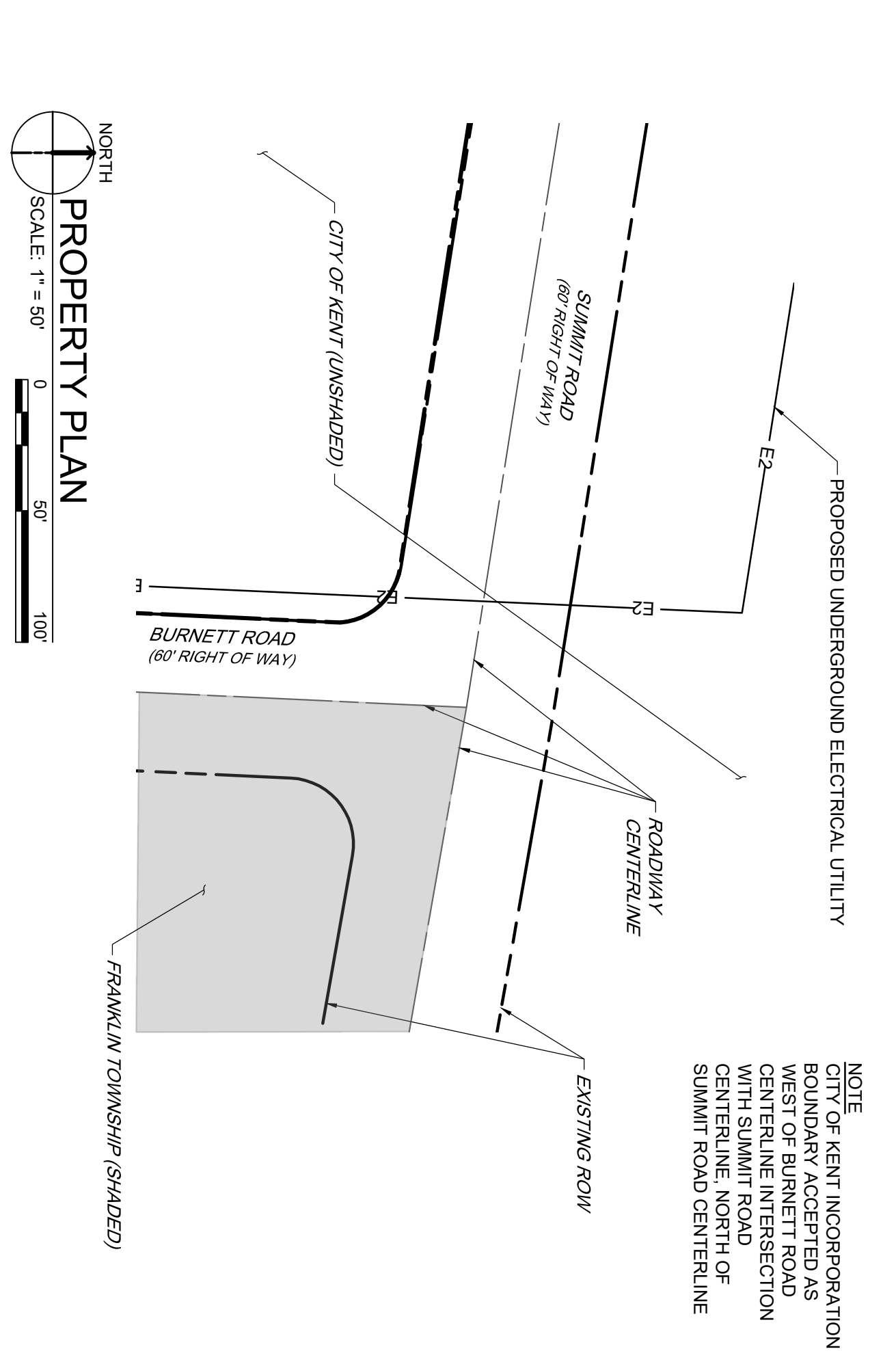
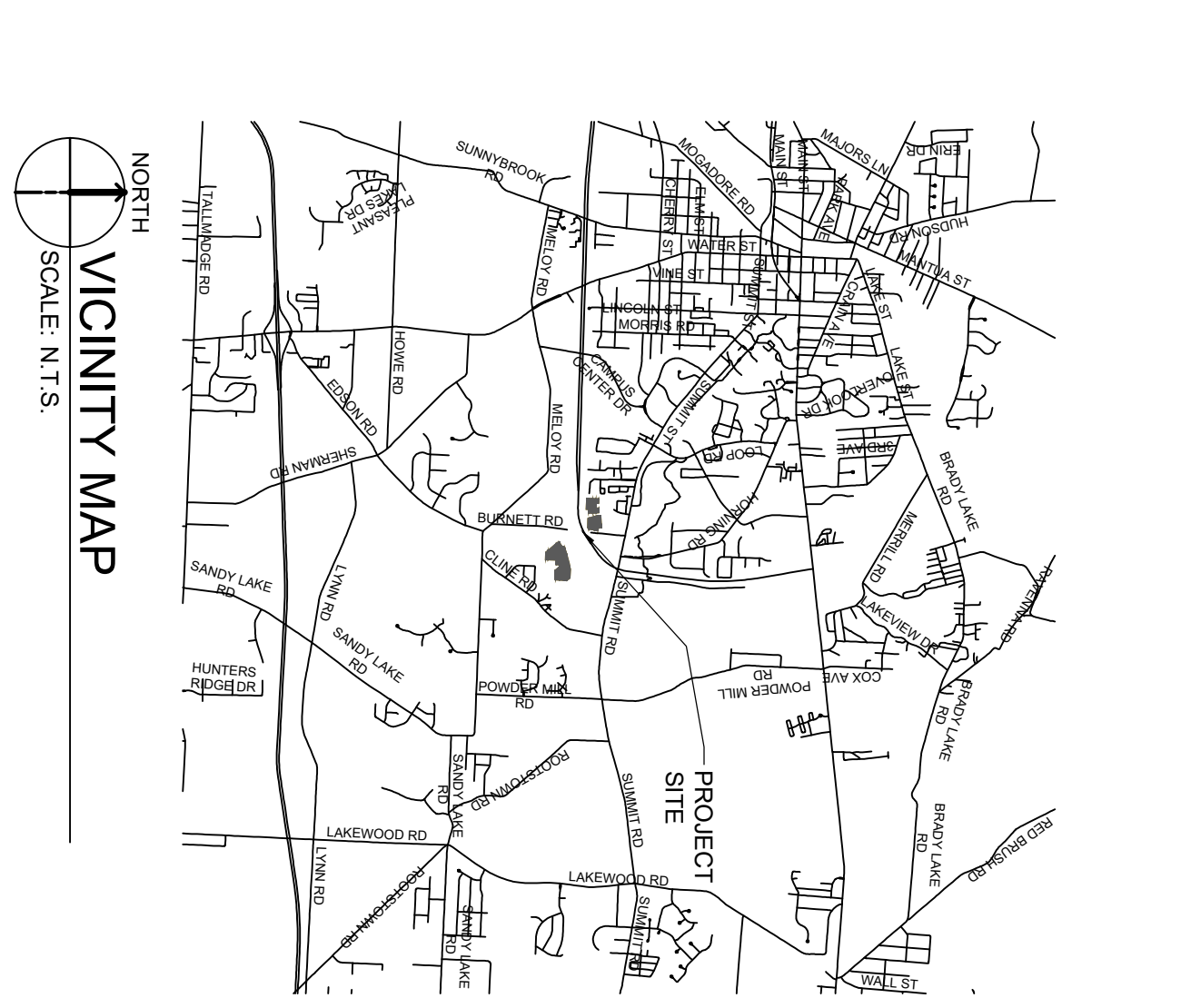
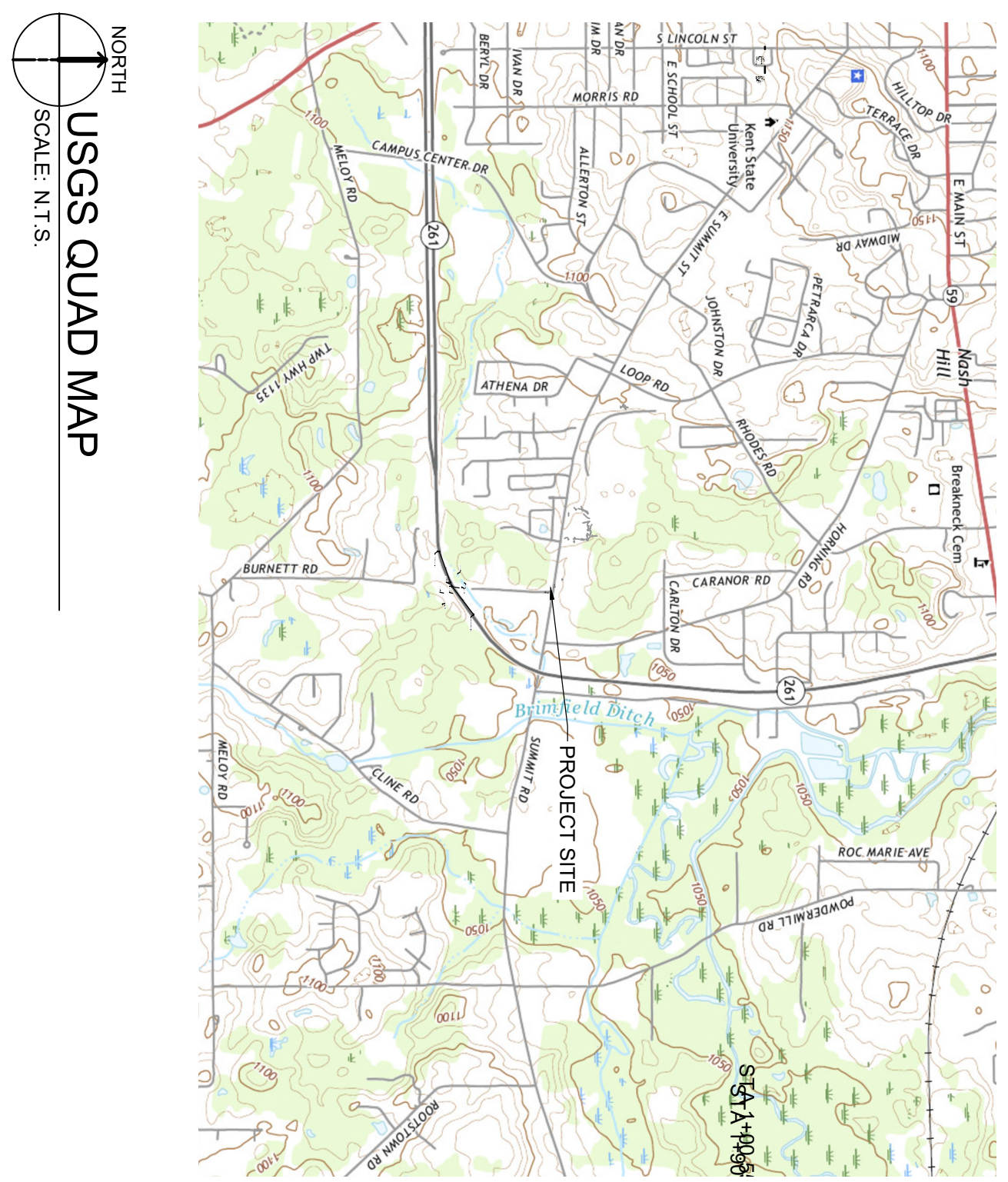
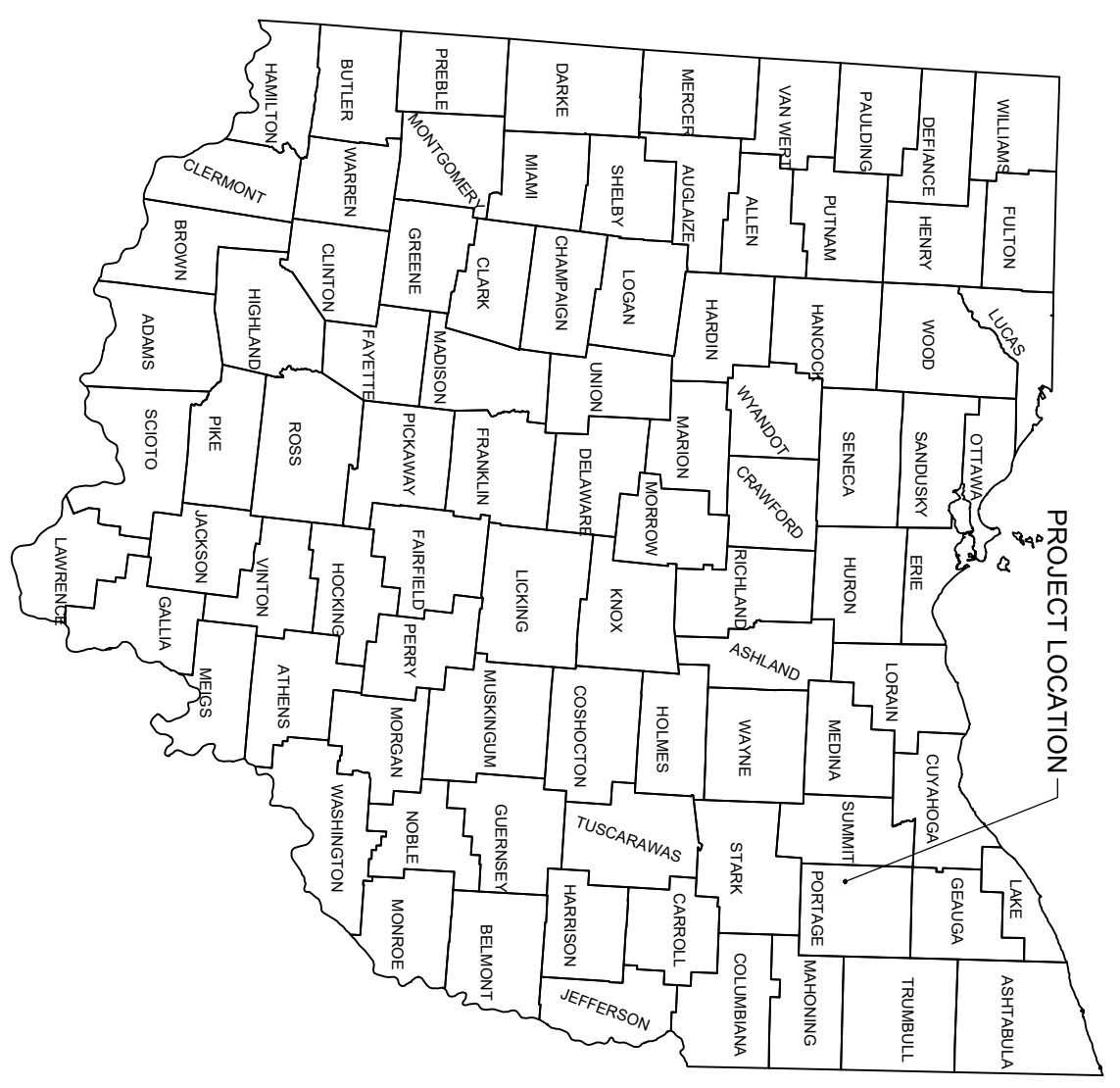
PROJECT TEAM:

GEOTECHNICAL ENGINEER  
TETRA TECH INCORPORATED  
ATTN: LAWRENCE DRANE, PG  
6715 TPECANOE ROAD, SUITE C201  
CAMFIELD, OHIO 44406

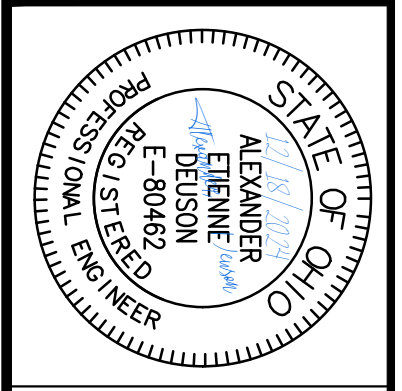
STRUCTURAL ENGINEER  
TETRA TECH INCORPORATED  
ATTN: STEPHEN ERNST, PE  
4101 COX ROAD, SUITE 100  
GLEN ALLEN, VIRGINIA 23040

CIVIL ENGINEER  
TETRA TECH INCORPORATED  
ATTN: ALEXANDER DEUSON, PE  
4101 COX ROAD, SUITE 100  
GLEN ALLEN, VIRGINIA 23040

SURVEYOR  
DGL CONSULTING ENGINEERS, LLC  
ATTN: JERRY CURRY, PS  
3465 BRIARFIELD BOULEVARD, SUITE E  
MAMUKE, OHIO 43337



NO.	REVISIONS	DATE	ENG	DES/	CHK	NO.	REVISIONS	DATE	ENG	DES/	CHK
A	ISSUED FOR CITY PERMIT	18DEC2024	TTI	AED	TTI						



ENGINEERING RECORD	DATE
DESIGN BY: D. FRISSUE	15MAR2024
ENGINEERED BY: M. PAUL	15MAR2024
CHECKED BY: A. DEUSON	18MAR2024

**EXHIBIT "C"**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2024

**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).**

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">CONTACT NAME: WTW Certificate Center</td> </tr> <tr> <td style="width: 60%;">PHONE (A/C, No. Ext): 1-877-945-7378</td> <td colspan="2">FAX (A/C, No): 1-888-467-2378</td> </tr> <tr> <td colspan="3">E-MAIL ADDRESS: certificates@wtwco.com</td> </tr> <tr> <td colspan="3" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td colspan="2">NAIC # 20281</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"> </td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"> </td> </tr> </table>	CONTACT NAME: WTW Certificate Center			PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378		E-MAIL ADDRESS: certificates@wtwco.com			INSURER(S) AFFORDING COVERAGE			INSURER A: Federal Insurance Company	NAIC # 20281		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																															
INSURER E:																															
INSURER F:																															

**COVERAGES** **CERTIFICATE NUMBER: W36731294** **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"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td style="padding-left: 20px;"><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	Y	Y	3608-9439	09/30/2024	09/30/2025	<table border="0" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 10,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td> </td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	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		\$
<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR																						
EACH OCCURRENCE	\$ 1,000,000																						
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																						
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	<b>AUTOMOBILE LIABILITY</b>  <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> ANY AUTO</td> <td><input type="checkbox"/> SCHEDULED AUTOS</td> </tr> <tr> <td><input type="checkbox"/> OWNED AUTOS ONLY</td> <td><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</td> </tr> <tr> <td><input checked="" type="checkbox"/> HIRED AUTOS ONLY</td> <td><input type="checkbox"/> NON-OWNED AUTOS ONLY</td> </tr> </table>	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY			7364-57-29	09/30/2024	09/30/2025	<table border="0" style="width: 100%;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td> </td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS																						
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	\$																						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>  DED RETENTION \$	Y	Y	5672-39-93	09/30/2024	09/30/2025	<table border="0" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 10,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$ 10,000,000</td> </tr> <tr> <td> </td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$										
EACH OCCURRENCE	\$ 10,000,000																						
AGGREGATE	\$ 10,000,000																						
	\$																						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	7184-1310	09/30/2024	09/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER <table border="0" style="width: 100%;"> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000										
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)**

The Umbrella Liability follows form over the General Liability, Automobile Liability, and Employers' Liability.

The Certificate Holder is listed as an Additional Insured on a Primary and Non-Contributory basis as it relates to the General Liability, as required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder as it relates to the General Liability, as required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Kent 930 Overholt Road Kent, OH 44240	<b>CANCELLATION</b>  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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## Liability Insurance

### Endorsement

<i>Policy Period</i>	SEPTEMBER 30, 2024 TO SEPTEMBER 30, 2025
<i>Effective Date</i>	SEPTEMBER 30, 2024
<i>Policy Number</i>	3608-94-39 CHI
<i>Insured</i>	GRIDIRON GENERATION MIDCO, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 7, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

### Who Is An Insured

#### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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## **Liability Endorsement** *(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

### **Conditions**

***Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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### **Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

**Authorized Representative**







## Liability Insurance

### Endorsement

*Policy Period*                    SEPTEMBER 30, 2024 TO SEPTEMBER 30, 2025

*Effective Date*                SEPTEMBER 30, 2024

*Policy Number*                3608-94-39 CHI

*Insured*                         GRIDIRON GENERATION MIDCO, LLC

*Name of Company*            FEDERAL INSURANCE COMPANY

*Date Issued*                    NOVEMBER 7, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

### Conditions

*Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

### Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



# Liability Insurance

## Endorsement

*Policy Period*                    SEPTEMBER 30, 2024 TO SEPTEMBER 30, 2025

*Effective Date*                SEPTEMBER 30, 2024

*Policy Number*                3608-94-39 CHI

*Insured*                         GRIDIRON GENERATION MIDCO, LLC

*Name of Company*            FEDERAL INSURANCE COMPANY

*Date Issued*                    NOVEMBER 7, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

### Conditions

#### *Transfer Or Waiver Of Rights Of Recovery Against Others*

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



## Policy Conditions

### Endorsement

*Policy Period*                    SEPTEMBER 30, 2024 TO SEPTEMBER 30, 2025

*Effective Date*                SEPTEMBER 30, 2024

*Policy Number*                3608-94-39 CHI

*Insured*                         GRIDIRON GENERATION MIDCO, LLC

*Name of Company*            FEDERAL INSURANCE COMPANY

*Date Issued*                  NOVEMBER 7, 2024

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

### Conditions

#### *Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel*

When we cancel this policy we will notify person(s) or organizations(s) shown in the Schedule at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

### Schedule

Person(s) or Organization(s): IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S)

Address: WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST

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**Conditions**  
(continued)

Person(s) or Organization(s): NAMED INSURED OR PRODUCER OF RECORD PROVIDES US  
WITH  
A SPREADSHEET CONTAINING THE NAME, MAILING  
ADDRESS

Address: AND, IF AVAILABLE, E-MAIL ADDRESS OF  
THE PERSON(S) OR ORGANIZATION(S).

All other terms and conditions remain unchanged.

*Authorized Representative*

A handwritten signature in black ink, appearing to be "P. Williams", written over a horizontal line.