

## NEW LEGISLATION

February 10, 2014

<b>Temp. No.</b>	<b>Introduced</b>	<b>Committee</b>	<b>Description</b>
A-4	2/10/14	Fin	An ordinance authorizing the Director of Finance to enter into a contract or contracts, according to law, for the purchase of hardware and software associated with the upgrade of the City's personal computers, and declaring an emergency.
A-5	2/10/14	PI	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, according to law, for concrete and masonry repairs to the City-owned parking garages located at 2035 Old Town Loop (the "Blue" Parking Deck), 2052 Front Street (the "Red" Parking Deck), and 2318 Second Street (the "Green" Parking Deck), and declaring an emergency.
A-6	2/10/14	PI	A resolution consenting to the inspection of municipal bridges within the City of Cuyahoga Falls, by the State of Ohio, and declaring an emergency.
A-7	2/10/14	PA	Authorizing the execution of Participating Member Schedule with American Municipal Power, Inc. ("AMP") to enroll in the AMP-Enerwise demand response and 1 CP Pilot Programs, and declaring an emergency.
A-8	2/10/14	PA	An ordinance amending the Traffic Control File by providing for installation of various traffic control devices, and declaring an emergency.
A-9	2/10/14	PA	An ordinance amending Part Three, Title Seven, Chapter 351 to enact Section 351.20 and to authorize the Industrial and Community Development Department to enforce Section 351.20, and declaring an emergency.

Please Recycle Waste Paper

A-10	2/10/14	PA	An ordinance authorizing the Director of Public Service to issue an encroachment permit to Albrecht, Inc. for the purpose of constructing and operating a parking lot in a portion of North Haven Boulevard abutting the property at 2137-2141 State Road (Parcel No. 02-14827), and declaring an emergency.
A-11	2/10/14	CD	A resolution authorizing the Park and Recreation Board to apply for and accept a grant from the Ohio Department of Natural Resources, and declaring an emergency.

## CALENDAR

February 10, 2014

The following legislation will be up for passage at the Council Meeting on February 10, 2014.

<b>Temp. No.</b>	<b>Introduced</b>	<b>Committee</b>	<b>Description</b>
A-3	1/27/14	PA	A resolution authorizing the Director of Public Service to apply for and accept a grant from the Summit/Akron Solid Waste Management Authority, and declaring an emergency.

## PENDING LEGISLATION

February 10, 2014

<b>Temp. No.</b>	<b>Introduced</b>	<b>Committee</b>	<b>Description</b>
A-3	1/27/14	PA	A resolution authorizing the Director of Public Service to apply for and accept a grant from the Summit/Akron Solid Waste Management Authority, and declaring an emergency.

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3 CITY OF CUYAHOGA FALLS, OHIO

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5 ORDINANCE NO. - 2014

6  
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF  
8 FINANCE TO ENTER INTO A CONTRACT OR  
9 CONTRACTS, ACCORDING TO LAW, FOR THE  
10 PURCHASE OF HARDWARE AND SOFTWARE  
11 ASSOCIATED WITH THE UPGRADE OF THE CITY'S  
12 PERSONAL COMPUTERS, AND DECLARING AN  
13 EMERGENCY.  
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15 WHEREAS, this purchase will replace outdated Personal Computers in  
16 various departments, and  
17

18 WHEREAS, The upgrade is necessary to remove outdated operating software  
19 that is no longer supported by Microsoft, and  
20

21 WHEREAS, Vendors will be on state contract and therefore bids will not be  
22 obtained.  
23

24 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of  
25 Cuyahoga Falls, County of Summit and State of Ohio, that:  
26

27 Section 1. The Director of Finance is hereby authorized to enter into a  
28 contract or contracts, according to law, for the purchase of hardware and  
29 software associated with the upgrade of the City's personal computers through  
30 a state bid or any other source having a price equal to or lower than that  
31 provided by the state bid. Any requirement for competitive bidding is hereby  
32 suspended.  
33

34 Section 2. The Director of Finance is hereby authorized and directed to  
35 make payment for same from the Capital Projects Fund, line item Capital  
36 Outlay.  
37

38 Section 3. Any other ordinances and resolutions or portions of ordinances  
39 and resolutions inconsistent herewith are hereby repealed, but any ordinances  
40 and resolutions or portions of ordinances and resolutions not inconsistent  
41 herewith and which have not previously been repealed are hereby ratified and  
42 confirmed.  
43

44 Section 4. It is found and determined that all formal actions of this Council  
45 concerning and relating to the adoption of this ordinance were adopted in an  
46 open meeting of this Council and that all deliberations of this Council and of  
47 any of its committees that resulted in such formal action were in meetings open  
48 to the public, in compliance with all legal requirements including Chapter 107  
49 of the Codified Ordinances.  
50

1        Section 5. This ordinance is hereby declared to be an emergency measure  
2 necessary for the preservation of the public peace, health, safety, convenience  
3 and welfare of the City of Cuyahoga Falls and the inhabitants thereof for the  
4 reason that the supplies are necessary for the daily functioning of the Street  
5 Department, and provided it receives the affirmative vote of two-thirds of the  
6 members elected or appointed to Council, it shall take effect and be in force  
7 immediately upon its passage and approval by the Mayor; otherwise it shall  
8 take effect and be in force at the earliest period allowed by law.

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11 Passed: \_\_\_\_\_  
12 \_\_\_\_\_  
13 President of Council

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15 \_\_\_\_\_  
16 Clerk of Council

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19 Approved: \_\_\_\_\_  
20 \_\_\_\_\_  
21 Mayor

22 2/10/14

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4 CITY OF CUYAHOGA FALLS, OHIO

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6 ORDINANCE NO. - 2014

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8  
9 AN ORDINANCE AUTHORIZING THE DIRECTOR  
10 OF PUBLIC SERVICE TO ENTER INTO A  
11 CONTRACT OR CONTRACTS, ACCORDING TO  
12 LAW, FOR CONCRETE AND MASONRY REPAIRS  
13 TO THE CITY-OWNED PARKING GARAGES  
14 LOCATED AT 2035 OLD TOWN LOOP (THE "BLUE"  
15 PARKING DECK), 2052 FRONT STREET (THE  
16 "RED" PARKING DECK), AND 2318 SECOND  
17 STREET (THE "GREEN" PARKING DECK), AND  
18 DECLARING AN EMERGENCY.  
19

20  
21 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of  
22 Summit and State of Ohio, that:

23  
24 Section 1. The Director of Public Service is hereby authorized to enter into a  
25 contract or contracts, according to law, for concrete and masonry repairs to the  
26 City-owned parking garages located at 2035 Old Town Loop (the "Blue" Parking  
27 Deck), 2052 Front Street (the "Red" Parking Deck), and 2318 Second Street (the  
28 "Green" Parking Deck).  
29

30 Section 2. The Director of Finance is hereby authorized and directed to make  
31 payment for same from the Capital Projects Fund, line item Capital Outlay.  
32

33 Section 3. Any other ordinances or resolutions or portions of ordinances and  
34 resolutions inconsistent herewith are hereby repealed, but any ordinances and  
35 resolutions not inconsistent herewith and which have not previously been repealed  
36 are hereby ratified and confirmed.  
37

38 Section 4. It is found and determined that all formal actions of this Council  
39 concerning and relating to the adoption of this ordinance were adopted in an open  
40 meeting of this Council, and that all deliberations of this Council and of any of its  
41 committees that resulted in such formal action, were in meetings open to the  
42 public, in compliance with all legal requirements, to the extent applicable,  
43 including Chapter 107 of the Codified Ordinances.  
44

45 Section 5. This ordinance is hereby declared to be an emergency measure  
46 necessary for the preservation of the public peace, health, safety, convenience and  
47 welfare of the City of Cuyahoga Falls and the inhabitants thereof, for the reason  
48 that it is immediately necessary to permit timely and appropriate development of  
49 this property, and provided it receives the affirmative vote of two thirds of the

50 members elected or appointed to Council, it shall take effect and be in force  
51 immediately upon its passage and approval by the Mayor; otherwise it shall take  
52 effect and be in force at the earliest period allowed by law.

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56 Passed: \_\_\_\_\_

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President of Council

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\_\_\_\_\_  
Clerk of Council

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62 Approved: \_\_\_\_\_

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Mayor

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2/10/14

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3 CITY OF CUYAHOGA FALLS, OHIO

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5 RESOLUTION NO. - 2014

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7 A RESOLUTION CONSENTING TO THE INSPECTION OF  
8 MUNICIPAL BRIDGES WITHIN THE CITY OF CUYAHOGA  
9 FALLS, BY THE STATE OF OHIO, AND DECLARING AN  
10 EMERGENCY.

11  
12 WHEREAS, the State of Ohio has identified the need for and proposes Bridge  
13 Inspection Program Services, including, but not limited to bridge load rating calculations,  
14 scour assessments, bridge inspection, and fracture critical plan development, identified as  
15 PID No. 97103.

16  
17 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cuyahoga Falls,  
18 County of Summit and State of Ohio, that:

19  
20 Section 1. This Council hereby consents to Bridge Inspection Program Services,  
21 including, but not limited to bridge load rating calculations, scour assessments, bridge  
22 inspection, and fracture critical plan development, identified as PID No. 97103 by the State  
23 of Ohio, Department of Transportation.

24  
25 Section 2. This Council’s consent is granted with the following understanding:

- 26 A. The State shall assume and bear 100% of all the cost for Bridge
- 27 Inspection Program Services requested by the City and agreed to by the
- 28 State. Eligible Bridge Inspection Services are described in the
- 29 Consultant’s Scope of Services Task Order Contract (Exhibit A).
- 30 B. The City as the Local Public Agency (LPA) agrees to pay 100% of the cost
- 31 of those features which are not included in Exhibit A.
- 32 C. The LPA agrees that all right-of-way required for the described project
- 33 will be made available in accordance with current State and Federal
- 34 regulations.
- 35
- 36

37 Section 3. The Director of Public Service is authorized to enter into a contract or  
38 contracts, according to law, with the Director of Transportation which are necessary to  
39 complete the above described project.

40  
41 Section 4. The Clerk of Council is hereby directed to transmit to the Director of  
42 Transportation a certified copy of this Ordinance.

43  
44 Section 5. It is found and determined that all formal actions of this Council concerning  
45 and relating to the adoption of this resolution were adopted in an open meeting of this  
46 Council, and that all deliberations of this Council and of any of its committees that resulted  
47 in such formal action, were in meetings open to the public, in compliance with all legal  
48 requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.  
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Section 6. This resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls and the inhabitants thereof, for the reason that it is immediately necessary to permit timely and appropriate development of this property, and provided it receives the affirmative vote of two thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor

2/10/14

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Exhibit A

Scope of Services Meeting Date: \*\*/\*\*/\*\*  
Approved Final Scope of Services Minutes Date: \*\*/\*\*/\*\*

## **GENERAL ENGINEERING SERVICES Central Office, Office of Structural Engineering Scope of Services**

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for major bridge inspection services, which may include but are not limited to the following:

**Task 1 - Scour Tasks**

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

**Task 2 - Load Rating Tasks**

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations
- Task 2C - Field Measurements for Gusset Plates
- Task 2D - Load Rating and Analysis of Gusset Plates

**Task 3 – SMS/BMS Structure Inventory and Review**

**Task 4 – Inspection Procedures**

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

**Task 5 - Bridge Inspection**

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103**

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Second Edition 2011 interim with revisions, AASHTO Publication
- Bridge Inspector's Reference Manual, FHWA NHI **Publication Number:** 03-001
- Underwater Bridge Inspection, **FHWA Publication Number:** FHWA NHI-10-027, Publication Year: 2010
- ODOT Bridge and Appraisal Coding Guide, Latest Version
- ODOT Bridge Design Manual, Latest Version

All work shall be performed on an actual cost basis. The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be thirty-six (36) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in SMS/BMS.

The project will be divided in to four sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities will have the option to opt into or out of this program. The sub-projects have the following general geographic areas, general characteristics, and maximum contract values for all municipal bridges with municipal inspection responsibility obtained from BMS data as of October 2013:

**Project: SP01 - District (1, 2, & 3), Total Structures = 530**

Type	Span <= 20	20' < Span <= 60	60' < Span <= 200'	Span > 200'	Total
<b>Single Span</b>	78	137	33	0	<b>248</b>
<b>Multi-Span</b>	3	6	50	31	<b>90</b>
<b>Culvert</b>	154	35	1	0	<b>190</b>
<b>Truss</b>	0	1	1	0	<b>2</b>
<b>Underwater Inspection</b>	0	0	0	2	<b>2</b>
<b>Fracture Critical Inspection</b>	0	0	2	0	<b>2</b>

General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103

**Project: SP02 - District (4, 11, & 12), Total Structures = 416**

Type	Span <= 20	20' < Span <= 60	60' < Span <= 200'	Span > 200'	Total
Single Span	31	112	26	0	169
Multi-Span	0	7	54	45	106
Culvert	100	33	2	0	135
Truss	1	2	4	4*	6
Underwater Inspection	0	0	1	4	5
Fracture Critical Inspection	2	1	3	5	11

\* Includes 4 movable steel truss structures

**Project: SP03 - District (5, 6, & 10), Total Structures = 576**

Type	Span <= 20	20' < Span <= 60	60' < Span <= 200'	Span > 200'	Total
Single Span	86	103	29	0	218
Multi-Span	1	6	42	34	83
Culvert	181	81	6	0	268
Truss	0	0	7	0	7
Underwater Inspection	0	0	0	0	0
Fracture Critical Inspection	0	0	11	5	16

**Project: SP04 - District (7, 8, & 9), Total Structures = 594**

Type	Span <= 20	20' < Span <= 60	60' < Span <= 200'	Span > 200'	Total
Single Span	57	121	29	0	207
Multi-Span	2	9	63	56	130
Culvert	155	90	5	0	250
Truss	0	0	5	2	7
Underwater Inspection	0	0	2	8	10
Fracture Critical Inspection	0	1	7	4	12

Please note that the total numbers of structure types is estimated based on current BMS data and may be adjusted. The estimated contract price value for each project is as follows:

SP01 \$217,000  
 SP02 \$221,000  
 SP03 \$262,000  
 SP04 \$300,000

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103**

The total amount of the four (4) agreements associated with this project shall not exceed \$1,000,000.00. CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

**UNDERSTANDING**

1. Inspections shall be completed by firms prequalified with ODOT for major bridge inspection with full time staff qualified for bridge inspection according to Manual of Bridge Inspection.
2. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. CONSULTANT shall submit copies of all reports and calculations, both hard copy and electronic, to the City or Village for inclusion in their bridge records. This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, and .xls formats).
3. Copies of all transmittal letters related to this Task Order shall be submitted to Central Office, Office of Structural Engineering. CONSULTANTS shall not submit reports to ODOT unless specifically requested to do so.

**Price Proposal Due Date: \*\*/\*\*/\*\***

Services to be furnished by CONSULTANT may include:

**TASK 1 - SCOUR TASKS**

**Task 1A – Scour Assessment** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for the scope of this task. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2013 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. As applicable, CONSULTANT

shall complete structure inventory information in SMS/BMS with applicable scour updates.

**Task 1B - Scour Plan-of-Action** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files. As applicable, CONSULTANT shall complete Structure Inventory forms and SMS/BMS with applicable scour updates for submittal to ODOT.

## **TASK 2 – LOAD RATING TASKS**

**Task 2A - Field Measurements for Load Rating** - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

**Task 2B - Load Rating Calculations** - The bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis shall be performed for AASHTO HS20-44 [MS 18] (truck & lane) loading for both inventory and operating levels, and for four Ohio Legal Loads (2F1, 3F1, 4F1, and 5C1) at operating level. The CONSULTANT shall complete the Load Rating Analysis utilizing:

- Hand-calculations
- Spreadsheet(s); or
- ODOT- approved bridge analysis computer programs as listed in BDM Section 900 (PC Bars, VIRTIS, other software).

All programs other than PC Bars, VIRTIS, or spreadsheets shall be approved by the ODOT Office of Structural Engineering. Other computer programs which are approved by the Office of Structural Engineering shall include input and output data files as a deliverable to the City or Village.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by load and resistance factor design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed by the load and resistance factor design method.

Load Rating Report Submittal to the City or Village shall include:

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103**

1. Two (2) printed copies and one electronic copy of the Load Rating Report for each bridge.
  - a. The Load Rating Report shall be prepared and signed by a registered or non-registered engineer and checked, signed, sealed and dated by an Ohio Registered Professional Engineer.
  - b. The Load Rating Report shall explain the method used to calculate the load rating of each bridge.
  - c. The electronic deliverable shall include an Excel spreadsheet for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.
2. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
3. The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide.
4. Analysis program input files. Both input and output files shall be submitted when programs other than PC Bars, VIRTIS, or spreadsheets are used.
5. All calculations related to the load rating.
6. Completed SMS/BMS Structure Inventory forms with applicable load rating updates for submittal to ODOT.

**Task 2C - Field Measurements for Gusset Plates** - Gusset Plate analysis shall reflect the existing condition of the gusset plates and connections. As such, an ultrasound test (UT) shall be performed on gusset plates to determine the amount of section loss on the members.

CONSULTANT shall prepare and submit a gusset plate measurement report to the City, including, as applicable:

- a. A minimum of one portal view and one elevation view photograph of each structure shall be provided. The reference photographs will provide a basis for determining present condition and future changes for the record.
- b. The truss layout and table of gusset plate dimensions with percentage of section loss noted.



**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103**

- c. A description of all deficiencies and recommendations of maintenance repairs needed.
- d. Photographs of bridges showing defects which require repairs.

The CONSULTANT shall provide one printed copy and one digital copy of the detailed measurements report to the City or Village.

**Task 2D – Load Rating and Analysis of Gusset Plates** - The CONSULTANT shall perform gusset plate analyses according to FHWA Publication FHWA-IF-09-014 to determine gusset plate capacity including the welded, bolted or riveted connections. This document is available on the ODOT Office of Structural Engineering web site. The gusset plate/connection capacity will be compared to the gusset plate/connection strength requirements for the maximum DL+LL+I forces created by the critical truck. If the gusset plate controls the bridge rating, the report will indicate as such and give the recommended rating for the critical truck. If the gusset plate and connections exhibit sufficient or excess capacity the analysis shall reflect the amount of excess capacity. The analysis shall reflect the existing condition of the gusset plates and connection, including ultrasound tests (UT) performed on gusset plates to determine the amount of section loss on the members.

If the gusset plate analysis is required to be performed by the CONSULTANT and the bridge load rating has been performed already by the City or a previous CONSULTANT, the City shall provide the load rating information including the analysis to the CONSULTANT performing the gusset plate analysis. If the load rating of the bridge has not been performed previously, the CONSULTANT shall load rate the bridge (see **Task 2b** of this document) as well as perform the gusset plate analysis.

Gusset plate analysis deliverables for each gusset plate analyzed shall include all calculations including, but not limited to, hand-calculations, spreadsheets and/or ODOT-approved computer analysis in hard copy and a reproducible data (.pdf, .doc. and/or .xls).

**TASK 3 – SMS/BMS STRUCTURE INVENTORY AND REVIEW**

The scope of this task includes a limited review of the structure inventory data in the ODOT SMS/BMS. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT SMS/BMS structure file information needs changing. If no changes are necessary then no SMS/BMS inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) with the ODOT Office of Structural Engineering and providing the City or Village with copies of submittals. Only the information requiring changing or updating

shall be filled out. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of SMS/BMS for inventory coding details.

#### **TASK 4 – INSPECTION PROCEDURES**

**Task 4A – Fracture Critical Plan** – A Fracture Critical Member Plan and inspection procedure shall be developed. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketch(es) of the superstructure with locations of all fatigue and fracture prone details identified.
  - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
  - b. Use an elevation view for trusses.
  - c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
  - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
  - b. Location of each occurrence of detail
  - c. AASHTO Fatigue Category of detail
  - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 4B – Underwater Inspection Procedures** – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection.

#### **TASK 5 – BRIDGE INSPECTION**

**Task 5A – Routine Bridge Inspection (SMS/BMS Input)** - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned.

General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103

Task 5A.1 – Condition Rating Inspection for non-NBI or NBI but not classified as NHS

Task 5A.2 – Element Level Inspection for NBI classified as NHS

**Task 5B – Fracture Critical Inspection** - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 5C – Underwater Dive Inspection** – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in SMS/BMS. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

**Agreement Administration Procedures**

- I. **Type I Task Order Notification and Authorization Procedures for task orders less than \$10,000 with a well-defined scope of services**
  - A. Central Office will identify a task order, assign a task order number and develop a detailed scope of services.
  - B. Central Office will authorize the CONSULTANT to perform the task by standard authorization letter that includes:
    1. A detailed scope of services for the task order.
    2. The completion time from authorization.
    3. The maximum compensation (including net fee).
      - a. The net fee shall be calculated as 11% of actual cost (labor + overhead + direct non-salary expenses). Subconsultant net fees shall be calculated in the same manner but the prime CONSULTANT shall not earn net fees on subconsultant costs.
- II. **Type II Task Order Proposal Request, Review and Authorization Procedures for task orders greater than \$10,000**
  - A. Central Office will identify a task order, assign a task order number and develop a detailed scope of services
  - B. Central Office will prepare a request for a task order proposal in the format included herein and transmit it to the CONSULTANT. Review of the task order request and task order proposal preparation are allowable costs and shall be shown as a separate line item in the proposal.
  - C. Standard Proposal Format - Each Task Order Proposal shall include the following elements:
    1. Letter of transmittal with reference to include:
      - a. Central Office General Engineering Services Agreement
      - b. PID No.
      - c. Agreement No.
      - d. Task Order No.The project for which the task order is being performed shall NOT be in the letter of transmittal reference, but shall be referenced in the body of the letter.
    2. All other proposal requirements shall conform to Chapter 6, Price Proposals for Agreements and Modifications, of the current Specifications for Consulting Services.
    3. Appendix A of the CONSULTANT's proposal shall include the task order proposal request transmitted to the CONSULTANT by the District.
  - D. Central Office will review the CONSULTANT's proposal for:
    1. Adherence to submittal requirements.
    2. Compliance with the scope of services.
    3. Mathematical accuracy.
    4. Labor hours and rates.
    5. Net fee percentage.
  - E. Central Office will resolve any issues with the CONSULTANT and obtain a revised proposal (if necessary).

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103**

- F. Central Office will authorize the CONSULTANT to proceed with the task.

**III. Task Order Identification and Numbering**

- A. The task order numbering system shall be a two component series consisting of the City or Village FIPS Code number and a number identifying subsequent task orders. Subsequent task orders could be either continuing task or a modification due to changes in the scope of a previously authorized task order.
1. For example, the first task order issued in the City of Columbus would be numbered 18000-1.
    - a. Continuing task orders on that project would be numbered 18000-2, 18000-3, etc.
  2. A new task order number shall be assigned rather than increase the fee of an existing task order.

**IV. Invoice and Project Schedule Requirements**

- A. The CONSULTANT shall provide monthly invoices and project schedules in the format transmitted with the executed agreement. Each invoice shall include all task orders authorized, a summary of the total amount authorized, the total amount invoiced and appropriate project schedules.

**Authorization to Proceed - Type I Task Order**

Consultant Name and Address

Re: Central Office, Office of Structural Engineering  
General Engineering Services Agreement  
PID No.  
Agreement No.  
Task Order Number (FIPS Code) - (Number)

Dear Consultant:

Effective this date you are hereby authorized to proceed with the subject task order.

Project Identification

- a. Bridge List
- b. Tasks required on each bridge

Services Requested

(Detailed description of services required.)

Documents Furnished by the Agency (attached)

Additional Scope of Services Notes

Task Order Completion Time

\_\_\_ days from Notice to Proceed.

Prime Compensation

The State agrees to compensate the CONSULTANT for the performance of the task order specified in accordance with Agreement No. \_\_\_\_\_, as follows:

Actual costs plus a net fee. The Maximum Prime Compensation shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). The net fee shall be calculated as 11% of actual cost (labor + overhead + direct non-salary expenses). Subconsultant net fees shall be calculated in the same manner but the prime CONSULTANT shall not earn net fees on subconsultant costs.

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103**

Please address your written acknowledgment of this communication to:

Omar Abu-Hajar  
Office of Structural Engineering  
Ohio Department of Transportation  
1980 West Broad Street  
Columbus, OH 43223-1102

Respectfully,

Attachments:  
cc: file

**Request for Task Order Proposal - Type II Task Order**

Consultant Name and Address

Re: Central Office, Office of Structural Engineering  
General Engineering Services Agreement  
PID No.  
Agreement No.  
Task Order Number (FIPS Code) - (Number)

Dear Consultant:

Please provide a cost proposal for the subject task order as follows:

Project Identification

- a. Bridge List
- b. Tasks required on each bridge

Services Requested

(Detailed description of services required.)

Documents Furnished by the State (attached)

Additional Scope of Services Notes

Task Order Completion Time

\_\_\_ days from Notice to Proceed.

Due date for Cost Proposal:

Please submit your proposal to:

Omar Abu-Hajar  
Office of Structural Engineering  
Ohio Department of Transportation  
1980 West Broad Street  
Columbus, OH 43223-1102



**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103**

If you have any questions or comments regarding this request, please contact this office prior to submitting your proposal.

Respectfully,

Attachments:

cc: file

General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 97103

**Authorization to Proceed - Type II Task Order**

Consultant Name and Address

Re: Central Office, Office of Structural Engineering  
General Engineering Services Agreement  
PID No.  
Agreement No.  
Task Order Number (FIPS Code) - (Number)

Dear Consultant:

Reference is made to your task order proposal dated \_\_\_\_\_, requesting compensation for the identified task.

Effective this date you are hereby authorized to proceed with the subject task order.

**Prime Compensation**

The State agrees to compensate the CONSULTANT for the performance of the task order specified in accordance with Agreement No. \_\_\_\_\_, as follows:

Actual costs plus a net fee of \_\_\_\_\_ (\$ \_\_\_\_\_). The maximum prime compensation shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_).

Please address your written acknowledgment of this communication to:

Omar Abu-Hajar  
Office of Structural Engineering  
Ohio Department of Transportation  
1980 West Broad Street  
Columbus, OH 43223-1102

Respectfully,

cc: file

2  
3  
4 CITY OF CUYAHOGA FALLS, OHIO

5  
6 ORDINANCE NO - 2014

7  
8 AUTHORIZING THE EXECUTION OF  
9 PARTICIPATING MEMBER SCHEDULE WITH  
10 AMERICAN MUNICIPAL POWER, INC. ("AMP")  
11 TO ENROLL IN THE AMP-ENERWISE DEMAND  
12 RESPONSE AND 1 CP PILOT PROGRAMS, AND  
13 DECLARING AN EMERGENCY.  
14

15  
16 WHEREAS, the City of Cuyahoga Falls (the "City") is a political  
17 subdivision organized and existing pursuant to the laws of the State of  
18 Ohio which owns and operates an electric utility system for the sale of  
19 electric power and associated energy for the benefit of its citizens and  
20 customers; and

21  
22 WHEREAS, in order to satisfy the electric power (capacity) and  
23 energy requirements of its electric utility system, the City has heretofore  
24 purchased economical and reliable power and energy from AMP, an Ohio  
25 non-profit corporation, of which the City is a member, or has heretofore  
26 purchased power arranged by AMP; and

27  
28 WHEREAS, the City, acting individually and, along with other  
29 municipalities which own and operate electric utility systems, jointly  
30 through AMP, endeavors to arrange for reliable, reasonably priced  
31 supplies of electric power and energy for ultimate delivery to its  
32 customers; and

33  
34 WHEREAS, City has executed a Master Services Agreement with  
35 AMP which sets forth the general terms and conditions for the provision  
36 of power supply and other services by AMP to the City; and

37  
38 WHEREAS, City is the relevant electric retail regulatory authority  
39 ("RERRA") over its own distribution systems and may designate AMP as  
40 an authorized designee in order for City to participate in the Demand  
41 Response (DR) Program to assist the grid during emergency conditions  
42 while receiving capacity payments and achieving transmission savings  
43 pursuant to the terms and conditions as set forth herein;  
44

45 WHEREAS, City desires to participate in the 1 coincidental peak (1  
46 CP) peak shaving program (“1 CP Program”) to achieve transmission  
47 savings pursuant to the terms and conditions as set forth herein;  
48

49 WHEREAS, AMP, has prepared and delivered to the City the form  
50 of a Participating Member Schedule, pursuant to which the City may  
51 enroll in the DR and 1 CP Programs; and  
52

53 WHEREAS, AMP has provided and will continue to provide  
54 appropriate personnel and information regarding the DR and 1 CP  
55 Programs to enable the City to evaluate the benefits and risks of the  
56 Programs, to take all necessary actions in furtherance of the same; and  
57

58 WHEREAS, in recognition of the unique nature of the Programs  
59 described herein, any competitive bidding requirement that might  
60 otherwise be applicable to the City for the participation in the Programs  
61 authorized by this Ordinance, should be waived; and  
62

63 NOW THEREFORE, BE IT ORDAINED by the Council of the City of  
64 Cuyahoga Falls, County of Summit and State of Ohio, that:  
65

66 Section 1. The form of the Participating Member Schedule between  
67 this City and AMP, substantially in the form attached hereto as Exhibit  
68 1, is approved, subject to and with any and all changes provided therein.  
69

70 Section 2. The Mayor or the Director of Public Service are hereby  
71 authorized to execute the Participating Member Schedule and to enroll in  
72 the DR and 1 CP Programs with AMP, and are further authorized to  
73 execute and deliver any and all documents necessary to participate in  
74 the DR and 1 CP Programs, pursuant to the conditions set forth herein  
75 for a term of one year, as set forth in the Participating Member Schedule.  
76

77 Section 3. To the extent not already so designated, the City hereby  
78 designates AMP as an authorized designee permitted to serve as a  
79 curtailment services provider (“CSP”), either directly or through an agent,  
80 in the City’s electric service area.  
81

82 Section 4. Competitive bidding for the City’s participation in the  
83 DR or 1 CP Programs, are hereby waived.  
84

85 Section 5. Any other ordinances or resolutions or portions of  
86 ordinances and resolutions inconsistent herewith are hereby repealed,  
87 but any ordinances and resolutions not inconsistent herewith and which  
88 have not previously been repealed are hereby ratified and confirmed.  
89

90           Section 6. It is found and determined that all formal actions of  
91 this Council concerning and relating to the adoption of this ordinance  
92 were adopted in an open meeting of this Council, and that all  
93 deliberations of this Council and of any of its committees that resulted in  
94 such formal action, were in meetings open to the public, in compliance  
95 with all legal requirements, to the extent applicable, including Chapter  
96 107 of the Codified Ordinances.  
97

98           Section 7. This ordinance is hereby declared to be an emergency  
99 measure necessary for the preservation of the public peace, health,  
100 safety, convenience and welfare of the City of Cuyahoga Falls and the  
101 inhabitants thereof, for the reason that it is immediately necessary to  
102 permit timely and appropriate development of this property, and provided  
103 it receives the affirmative vote of two thirds of the members elected or  
104 appointed to Council, it shall take effect and be in force immediately  
105 upon its passage and approval by the Mayor; otherwise it shall take effect  
106 and be in force at the earliest period allowed by law.  
107

108  
109 Passed: \_\_\_\_\_  
110  
111 \_\_\_\_\_  
112 President of Council

113 \_\_\_\_\_  
114 Clerk of Council

115 Approved: \_\_\_\_\_  
116 \_\_\_\_\_  
117 Mayor

118 2/10/14

119 O:\2014ords\AMP-Comverge DR Program - AMP to Member and Ordinance.doc

**Exhibit 1**

**AMP-ENERWISE DEMAND RESPONSE AND 1 CP PILOT PROGRAMS  
PARTICIPATING MEMBER SCHEDULE**

**AMP CONTRACT NO. C- [REDACTED]**

**A Schedule to American Municipal Power, Inc.,**

**and**

**[Member Name]**

**Master Service Agreement No. C-[ ]**

This Participating Member Schedule (the "Schedule") between American Municipal Power, Inc. ("AMP") and the [REDACTED] of [REDACTED] (the "Participating Member") has been agreed upon as of [REDACTED], 2014 (the "Effective Date"). This Schedule is a schedule under the Master Services Agreement referenced above ("MSA") the terms and conditions of which shall apply to all transactions hereunder unless specifically set forth to the contrary herein.

**Recitals**

WHEREAS, AMP is a nonprofit Ohio corporation organized, *inter alia*, to own and operate facilities, or to otherwise provide for the generation, transmission or distribution of electric power and energy, and to furnish technical services on a cooperative nonprofit basis for the mutual benefit of its Members;

WHEREAS, the Participating Member and AMP collectively ("Parties") have entered into a Master Service Agreement dated [REDACTED] ("Agreement") under which certain services may be provided under schedules thereto;

WHEREAS, AMP has worked with Converge, Inc., d/b/a/ Enerwise Global Technologies Inc., (hereinafter "Enerwise" or "CSP"), a qualified Curtailment Service

Provider who seeks to work in conjunction with AMP and AMP Members to provide marketing, sales, registration and program management to develop a Demand Response Pilot Program ("DR Program") and to provide an opportunity for the commercial and industrial retail customers of Member to participate in the PJM demand response programs;

WHEREAS, Participating Member is a political subdivision that owns and operates a municipal electric system and is the relevant electric retail regulatory authority ("RERRA") over its own distribution system;

WHEREAS, as the RERRA, Participating Member has designated, or will designate AMP as an authorized designee and desires to participate in the Demand Response Program and the 1 CP Program to assist the grid during emergency conditions while receiving capacity payments and achieving transmission savings pursuant to the terms and conditions as set forth herein;

WHEREAS, Participating Member desires to participate in the 1 coincidental peak (1 CP) peak shaving program ("1 CP Program") to achieve transmission savings pursuant to the terms and conditions as set forth herein; and,

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Terms referenced herein but not specifically defined shall be in accordance with the PJM Interconnection, LLC's ("PJM") Open Access Transmission Tariff, the PJM

Operating Agreement, the PJM Business Practice Manuals, and any other PJM requirements.

**Coincident Peak.** The hour of the highest load for a PJM zone. Also referred to as 1 CP (1 coincident peak).

**Curtailed Load.** That portion of a Municipality's load that Municipality or Participant is willing to curtail during PJM called emergencies and tests.

**Customer.** A commercial, industrial or municipal end user.

**Demand Response Resource.** A resource with a demonstrated capability to provide a reduction in demand through load control or behind the meter generation.

**ELRP.** PJM's Emergency Load Response Program, as defined by the PJM tariff, manuals and other governing documents, designed to provide a method by which end-use customers may be compensated by PJM for reducing load during an emergency event. The ELRP may include the Capacity Only Option, defined as Demand Response Resources that receive only a capacity payment for reductions; the Energy Only Option, defined as Demand Response Resources that receive only an energy payment for reductions; or the Full Emergency Load Response option, defined as Demand Response Resources that receive both an energy payment for reductions and a capacity payment. The ELRP does not include PJM's Economic Load Response, which enables Demand Response Resources to respond to PJM energy, synchronized reserve, and/or day-ahead scheduling reserve prices by reducing consumption and receiving a payment for the reduction or following PJM signals to reduce or increase load if providing regulation services.

**PLC.** Peak Load Contribution is a customer's contribution to a zone's normalized peak load as estimated by the zone's Electric Distribution Company to determine a Load Serving Entity's obligation peak load.

**PJM.** PJM Interconnection LLC, a Regional Transmission Organization.

**RTO.** The pertinent Regional Transmission Organization, which may include, but is not limited to PJM and MISO.

## **ARTICLE II** **PROGRAM DESCRIPTIONS**



SECTION 2.1 - DR PROGRAM DESCRIPTION: This DR Program relies on CSP, in coordination with AMP and Participating Member to enroll Participating Member's retail customers in the PJM demand response programs. Enrollment in this DR Program imposes market obligations on Participating Member's retail customers such as curtailing electricity when called by PJM. The PJM Emergency Capacity Market program requires the submission of 15-minute interval data, which can be collected either from utility metering or CSP shadow metering that will provide daily data for expediting settlements. CSP can provide the necessary metering hardware, integration, and installation to meet the 15-minute requirements, under a separate project authorization, and the cost of the metering can be collected from the Customer's share of the demand response revenue until the metering installation expenses are paid in full. Additionally, pursuant to the current PJM DR programs, in order to be eligible for the Emergency Capacity Market Demand Response Program: 1) the Customer's interruptible load must be available to be curtailed for up to 10 events per year during the months of June through September; and, 2) the load curtailment must be able to be implemented within two hours of notification of a PJM-initiated load management event.

Each capacity event could last a maximum of 6 hours each, between the hours of 12:00 pm and 8:00 pm., Monday through Friday (excluding holidays). If PJM-initiated capacity events are not called, test events will be called as explained below. Compensation for capacity curtailments is in the form of a monthly payment for the MW load reduction capacity provided by Customer. This monthly payment is provided even if no capacity events are called in a given month. During PJM-initiated

capacity events (emergency events) Customer may also be compensated with an energy payment calculated from the actual MW load reduction achieved by Customer during each hour of the capacity event.

For a PJM-initiated curtailment event, under compliance will result in a forfeiture of the annual projected revenues, based on full compliance, commensurate with the missed curtailment amount, but is capped at the total expected annual capacity revenue amount. Therefore, there is not an "out of pocket" payment related to an actual PJM-initiated event curtailment shortfall. The effect of the PJM-event under compliance is that Customer forfeits 100% of the annual revenue commensurate with the MW shortfall, with the worst case scenario being that no revenue is earned by the Customer.

If PJM has not called any actual emergency events by August 15 each year, a test event becomes mandatory. For test events, CSP is required to perform a load reduction capacity test in each PJM zone during the same hours an actual event would be called. All Customers participating in a given PJM zone must test at the same time, which CSP will choose, taking into consideration among other factors, CSP forecasting, planning and operations personnel. If the total load reduction achieved in the PJM zone from all test event participants is less than the total committed load reduction, and a re-test is allowed by PJM, CSP may require individual customers to be re-tested. In the event a Customer's actual MW load reduction during a CSP-initiated load reduction capacity test or re-test falls short of the committed capacity value, PJM Test Event Failure Penalties will be assessed on the Customer. Note that any actual PJM capacity event, whether called before or after a test event, nullifies the Test Event, and no Test

Event Failure Penalty would apply. The effect of this Test Event Failure Penalty is that Customer forfeits 100% of the annual revenue on the MW shortfall, plus an additional 20%. (Customer is responsible for 100% of any Test Event Failure Penalty that is assessed.) In order to ensure payment of the Test Event Failure Penalty Enerwisemay (i) net any payments otherwise owed to Customer through any other PJM program, or (ii) require financial security by Customer, which Customer shall post within a reasonable timeframe.

SECTION 2.2 - 1 CP PROGRAM DESCRIPTION: By enrolling in the DR Program, Participating Member is automatically enrolled in the 1 CP Program. The purpose of the 1 CP Program is to incentivize customers to curtail load during Participating Member-initiated events. Participating Member events are different than PJM events. Participating Member's retail customer rates include a transmission cost component. Participating Member's transmission costs are determined by evaluating Participating Member's peak load during their PJM Zone's top peak load hour. Thus, Customers that can reduce demand for electricity during the summer peaks can achieve savings in Participating Member's transmission charges the following year. As it is also in Participating Member's interest to reduce this cost as much as feasibly possible, this 1 CP Program shares the savings achieved directly with the customers in order to provide a strong incentive for customers with some flexibility in their operations to engage in this 1 CP Program.

Participating Member should expect to call peak shaving events 3-5 times with a total limitation of events (Participating Member and PJM Emergency Events) of 70

hours. There will be no test event for the Participating Member 1 CP Program incentive. Customer will then receive a portion of the transmission savings achieved through Customer's curtailment, or an amount otherwise negotiated with the Participating Member. However, there is no penalty for failing to curtail during the 1 CP events. If the Customer fails to curtail, there are simply no transmission savings to share. There are no upfront or other fees required for 1 CP Program enrollment.

**ARTICLE III**  
**TERM AND TERMINATION**

Section 3.1 - TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2014 and ending May 31, 2015. This Schedule will continue for successive one-year terms thereafter unless either Party provides written notice of termination to the other Party not less than six (6) months prior to the expiration of the current term, provided that the AMP-Enerwise DR Program has continued. If the AMP-Enerwise DR Program is terminated, this contract shall automatically terminate as well.

Section 3.2 - TERMINATION: Either Party may terminate this Schedule immediately if the ELRP is materially altered, suspended or ended. Notwithstanding the foregoing, in the event that capacity is not available in the DR Program for a given period, AMP shall notify Participating Member and AMP and Participating Member shall jointly determine whether CSP may reduce a Participating Member's participation and/or terminate this Schedule. Additionally, either Party may terminate this Schedule, with or without cause, by providing to the other Party not less than one hundred eighty

(180) days' prior written notice of such termination; provided, however, that if any Party terminates this Schedule pursuant to this Section, such termination shall not affect or excuse the performance of any Party under any provision of this Schedule that by its terms survives such termination.

#### **ARTICLE IV** **PAYMENT**

Section 4.1 - DR PROGRAM PAYMENT BREAKDOWN: For the Emergency Capacity Market settlement associated with a Customer site curtailment commitment related to a Base Residual Auction ("BRA"), CSP will divide the total aggregated amount as follows: (1) pay AMP 10% (half of which will be shared with the AMP Participating Member); (2) pay the Customer 60%; and 3) retain 30% for CSP. For the Emergency Capacity Market settlement amount associated with the site curtailment commitment related to an Incremental Auction ("IA"), CSP will divide the total aggregated amount of the Emergency Capacity Market settlement amount as follows: 1) pay AMP 10% (half of which will be shared with the AMP Participating Member); (2) pay the Customer 70%; and 3) retain 20% for CSP. For the Emergency Energy Market settlement associated with the Customer site curtailment, CSP will divide the total aggregated amount of the Emergency Energy Market settlement amount as follows: (1) pay the Customer 80%; and (2) retain 20% for CSP. Any failure penalty imposed by PJM shall be subtracted from the payment amount on a *pro rata* basis. CSP will pay AMP and the Customers directly. Participating Member credits will be based upon registrations within the member's municipal electric system. AMP will provide credits to Participating Members

on the Member's bill. The initial credit will cover the first four (4) months of the delivery year, and will be distributed to Participating Member after the capacity registration compliance has been calculated.

Section 4.2 -DR PAYMENT VALUE: Compensation for RPM is in the form of a monthly payment for the MW load reduction capacity provided by Customer. This monthly payment is provided even if no capacity events are called in a given month. During RTO-initiated capacity events (emergency events) Customer may also be compensated with an energy payment calculated from the actual MW load reduction achieved by Customer during each hour of the capacity event.

For the 2014-2015 program, which will run from June 1, 2014 through May 31, 2015, the value for the RPM Capacity Market will be \$125.47 per megawatt-day, or \$45,796 per megawatt-year.

Section 4.3 -1 CP PROGRAM PAYMENT: When Customers comply with Participating Member-initiated events, Customer will then receive 50% of the transmission savings achieved through Customer's curtailment, or an amount otherwise negotiated with the Participating Member. Customers will receive (1) check in the amount of their determined incentive by May 2015, or will receive a credit to their bill from Participating Member. Participating Members may choose to supply the credit in one lump sum for the year, or may apply a credit equally for 12 months. However, there is no penalty for failing to curtail during the 1 CP events. If the Customer fails to curtail, there are simply no transmission savings to share.

**ARTICLE V**  
**SCOPE OF WORK**

Section 5.1 - CSP OBLIGATIONS: CSP shall be responsible for all activities, perform all duties and furnish all necessary resources (except as otherwise provided herein) to successfully participate in the PJM ELRP and to provide the services for this DR Program. Changes to the CSP's Scope of Work, set forth in Appendix A hereto, may be made only by mutual written agreement of both AMP and CSP.

Section 5.2 - PARTICIPATING MEMBER OBLIGATIONS: Participating Member's obligations will include, but are not limited to, the following:

- a. To the extent not already done, in order to participate in this DR Program, Participating Member must designate AMP as an authorized designee to provide curtailment services to and within Participating Member's service area.
- b. Advise AMP and/or CSP of Customers who are likely to participate.
- c. Promptly review all marketing and sales material, and provide feedback and any necessary approvals.
- d. Enter into AMP-approved contracts with CSP and Customers for participation in the Programs.
- e. Schedule, participate in and lead sales calls, which may be scheduled by AMP. Alternatively Participating Member may request that AMP or CSP schedule and lead sales calls with Customers, AMP and Participating Member. Provide follow-up contact and respond to Customer inquiries within a reasonable amount of time.
- f. Communicate information requested by AMP in order to monitor, verify or assist with the 1 CP Program, 1 CP peak shaving events, the DR Program, PJM emergency or test events or any other data or information as requested by AMP.

- g. Provide regular progress reports to AMP and attend meetings via conference call on a mutually agreed upon schedule. Participating Member shall work cooperatively with AMP to develop appropriate formats for the Program's required reports under this Schedule.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

Section 6.1 -AMENDMENT:No changes, modifications, amendments or extensions in the terms and conditions of this Schedule shall be effective unless reduced to writing and signed by the duly authorized representatives of AMP and Participating Member.

Section 6.2 -NOTICE:Transmittals of formal notifications, requests, reports or other formal documents required by this Schedule, to be effective, shall be addressed to the respective persons as follows:

Participating Member    <<Name>>  
                                 <<Position>>  
                                 <<Address 1>>  
                                 <<Address 2>>  
                                 <<Phone>>  
                                 <<E-mail>>

AMP                             Alice Wolfe  
                                 Assistant Vice President of Power Supply Planning  
                                 and Alternative Generation  
                                 American Municipal Power, Inc.  
                                 1111 Schrock Rd., Suite 100,  
                                 Columbus, OH 43229  
                                 (614) 540-6389  
                                 Email: awolfe@amppartners.org

Copies To:  
Lisa McAlister  
Deputy General Counsel



American Municipal Power, Inc.  
1111 Schrock Road, Suite 100  
Columbus, Ohio 43229  
(614) 540-6400  
Email: lmcaster@amppartners.org

Parties may change their contact person(s) at any time upon written notice.

Section 6.3- INDEMNIFICATION: Participating Member shall hold harmless, indemnify and defend AMP, Members, and their officers, directors, agents and employees against all claims or suits arising in whole or in part from any act or omission of AMP or any agent or subcontractor of AMP in performing work under this Schedule.

Section 6.4 -RECORDS AVAILABLE FOR AUDIT AND INSPECTION: Participating Member shall make all records, books, documents, data systems, accounting records and other evidence relating to this Schedule, available at reasonable times during the period of this Schedule and for seven (7) years thereafter for inspection by AMP, Members or any other authorized representative of AMP. Storage of electronic images of documents shall comply with the requirements of this Paragraph. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, all of the records shall be retained until all litigation, claims or audit finding involving the records has been resolved.

Section 6.5 -OWNERSHIP OF DATA: All data obtained by AMP in the course of performing the duties outlined in this Schedule shall be the property of AMP or the Municipality and shall be made available to AMP (and its designated representatives) for the oversight of this Schedule at all reasonable times.

IN WITNESS HEREOF, the Parties execute this Schedule on this \_\_\_\_ day of \_\_\_\_\_, 2014.

AMERICAN MUNICIPAL POWER, INC. \_\_\_\_\_ of \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: DRAFT ONLY

Name: Marc S. Gerken, P.E., President/CEO Name: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John W. Bentine  
Senior Vice President & General Counsel

DRAFT

**APPENDIX A**  
**SCOPE OF CSP's WORK**

CSP's obligations will include, but are not limited to, the following:

- a. Provide AMP with regular updates on available capacity. In the event that capacity is not available in any of the programs in which a Customer is enrolled for any given period, CSP shall immediately notify AMP and provide a list of Customers enrolled and the duration of enrollment for which there is not capacity available.
- b. Advise Participating Members on identifying Customers who are likely to participate.
- c. Prepare marketing and sales material, and draft Customer contracts in coordination with and subject to final approval by AMP.
- d. Enter into AMP-approved contracts with Customers and Participating Member for participation in the Program.
- e. Participate and lead sales calls scheduled by the Participating Member, or scheduled by AMP if requested by the Participating Member. At Participating Member's request, schedule and lead sales calls with Customers, potential customers, AMP and Participating Member. Provide follow-up contact and respond to Customer and potential customer inquiries within a reasonable amount of time.
- f. Maintain a complete list of Customers and Customer contact information for notification and provide to AMP in MS Excel format for Participating Member/AMP use. Provide periodic updates to the Customer list as necessary.
- g. Advise Participating Member on determining retail Customer peak load contribution, as necessary.
- h. Assist Customers with identifying and maximizing potential KWs eligible for participation in the Program. CSP shall work with Customers to determine and confirm available qualifying load. This shall include, but not be limited to: determining the annual load profile of Customer's site using

interval data and utility bills; developing a baseline of current energy expenditures as a benchmark for optimization; gathering load curtailment and shedding capabilities and restrictions for each; conducting a final review of ELRP programs available to Customer; and, providing a report of the estimated economic benefit to Customer.

- i. Work with Customer to establish Customer bid strategy and the level of desired participation as required.
- j. Assist Customers with identifying environmental permits required to demonstrate eligibility for the program.
- k. Advise Participating Member and Customers on metering requirements. Provide metering, as needed, and provide AMP and Participating with access to the meter data.
- l. Register Customers' qualifying load into the ELRP through PJM's eLRS system.
- m. Provide a summary of operational details to Customers and begin performance of routine remote generator and load checks to assure readiness as required.
- n. For events: Provide notification of emergency events to affected Participants. Gather and submit meter data to PJM. Assist Participants with identifying if curtailment was sufficient. Notify AMP and Participant at the conclusion of each event. Provide settlement information to RTO. Calculate and provide estimated earnings for participation to AMP and Participant.
- o. For tests: Conduct system tests, as appropriate. Provide advance notification of schedule to Customers. Gather and submit meter data to PJM. Assist Customers with identifying if curtailment was sufficient. Notify AMP and Customer at the conclusion of each test. Provide settlement information to RTO. Calculate and provide estimated earnings for participation to AMP and Customer.
- p. Calculate and disburse settlement funds to AMP for Customer participation as outlined herein.

- q. AMP intends to conduct a 1 coincidental peak (1 CP) peak shaving program ("AMP 1 CP Program") in coordination with this Program. Customers who contract with CSP for this demand response Program will be required to participate in the 1 CP Program as well, with the exclusion of back-up generators fueled by diesel. CSP will be responsible for communicating the 1 CP peak shaving events to Customers as requested by AMP.
- r. Monitor changes in PJM requirements. Provide regular updates to Customers, Participating Members and AMP.
- s. Provide regular progress reports to AMP and attend meetings via conference call on a mutually agreed upon schedule. CSP shall work cooperatively with AMP to develop appropriate formats for the Program's required reports under this Schedule.
- t. Provide responses to Customer, Participating Member, and/or AMP questions within a reasonable time period.
- u. Participate in an annual end-of-season meeting to evaluate program performance and identify future improvements. Provide annual report for AMP Board of Trustees.
- v. CSP is prohibited from marketing to retail Customers in AMP Member communities who are not subscribed to the Program.

For the entire term of this Schedule, CSP shall coordinate its performance as appropriate, or as directed by AMP, with the Participating Members and Customers.

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4  
5 CITY OF CUYAHOGA FALLS, OHIO

6  
7 ORDINANCE NO. - 2014

8  
9 AN ORDINANCE AMENDING THE TRAFFIC  
10 CONTROL FILE BY PROVIDING FOR INSTALLATION  
11 OF VARIOUS TRAFFIC CONTROL DEVICES, AND  
12 DECLARING AN EMERGENCY.  
13

14 WHEREAS, site-specific traffic control regulations of the City are established  
15 and maintained in the "Traffic Control File," a document established and  
16 maintained by the Chief of Police pursuant to Chapter 305 of the Codified  
17 Ordinances, and  
18

19 WHEREAS, Section 305.02 of said Chapter requires that amendments to the  
20 Traffic Control File be made only through legislation passed by City Council,  
21

22 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of  
23 Cuyahoga Falls, County of Summit, and State of Ohio, that:  
24

25 Section 1. Upon the recommendation of the Traffic Committee, the Traffic  
26 Control File is hereby amended as follows:  
27

- 28 1. To prohibit parking on both sides of all public roads in the  
29 Manchester Falls allotment which would include the following: Marie  
30 Avenue, Ellesmere Avenue, Southport Avenue, Aycliffe Lane,  
31 Newcastle Avenue and Liverpool Street.
- 32 2. To prohibit parking on the odd side of Bath Heights Drive between  
33 Bath Road and the driveway at 3271 Bath Heights Drive.
- 34 3. To prohibit parking on the even side of Bath Heights Drive between  
35 Bath Road and 45' west of the driveway at 3280 Bath Heights Drive.  
36

37 Section 2. The Chief of Police is hereby authorized and directed to note in  
38 the Traffic Control File the proper legends.  
39

40 Section 3. The Mayor is hereby authorized and directed to cause the  
41 installation or removal of the proper signage reflecting the above amendments.  
42

43 Section 4. Any other ordinances and resolutions or portions of ordinances  
44 and resolutions inconsistent herewith are hereby repealed but any ordinances  
45 and resolutions or portions of ordinances and resolutions not inconsistent  
46 herewith and which have not been previously repealed are hereby ratified and  
47 confirmed.  
48

49 Section 5. It is found and determined that all formal actions of this Council  
50 concerning and relating to the adoption of this ordinance were adopted in an

51 open meeting of this Council and that all deliberations of this Council and of  
52 any of its committees that resulted in such formal action were in meetings open  
53 to the public, in compliance with all legal requirements including Chapter 107  
54 of the Codified Ordinances.  
55

56 Section 6. This ordinance is hereby declared to be an emergency measure  
57 necessary for the preservation of the public peace, health, safety, convenience  
58 and welfare of the City of Cuyahoga Falls and the inhabitants thereof and  
59 provided it receives the affirmative vote of two-thirds of the members elected or  
60 appointed to Council, it shall take effect and be in force immediately upon its  
61 passage and approval by the Mayor; otherwise it shall take effect and be in force  
62 at the earliest period allowed by law.  
63

64  
65 Passed: \_\_\_\_\_  
66 \_\_\_\_\_  
67 President of Council  
68

69 \_\_\_\_\_  
70 Clerk of Council  
71

72  
73 Approved: \_\_\_\_\_  
74 \_\_\_\_\_  
75 Mayor

76 2/10/14  
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2  
3 CITY OF CUYAHOGA FALLS, OHIO

4  
5 ORDINANCE NO. - 2014

6  
7 AN ORDINANCE AMENDING PART THREE, TITLE  
8 SEVEN, CHAPTER 351 TO ENACT SECTION 351.20  
9 AND TO AUTHORIZE THE INDUSTRIAL AND  
10 COMMUNITY DEVELOPMENT DEPARTMENT TO  
11 ENFORCE SECTION 351.20, AND DECLARING AN  
12 EMERGENCY.  
13

14  
15 WHEREAS, parking motor vehicles in front yards has a negative impact  
16 upon the quality of life in the City’s neighborhoods; and  
17

18 WHEREAS, the Community Development Department can efficiently  
19 ticket vehicles illegally parked in front yards and, in doing so, preserve  
20 resources of the Police Department; and  
21

22 NOW, THEREFORE, BE IT ENACTED by the Council of the City of  
23 Cuyahoga Falls, that:  
24

25 Section 1. The Director of the Industrial and Community Department,  
26 through her designees, is authorized and directed as part of her duties to issue  
27 parking infraction tickets for violations of Section 351.20 of the Code of  
28 Ordinances of the City of Cuyahoga Falls.  
29

30 Section 2. That Section 351.20 "Off-street parking" of the Code of  
31 Ordinances of the City of Cuyahoga Falls, is hereby enacted to read as follows:  
32

33 351.20 Off-street parking.  
34

35 A. As used in this section "front yard" is an open unoccupied space on a lot  
36 with a building, the space being the entire area between the front line of  
37 the building, extended to the side lines of the lot, and the front line of the  
38 lot. The front yard herein defined is established by the location of the  
39 structure and street line and not by the location of the established  
40 building line and street line.  
41

42 B. No person shall stand or park a vehicle in the front yard at a residence,  
43 except on a driveway.  
44

45 Section 3. Any ordinances or resolutions or portions of ordinances and  
46 resolutions inconsistent herewith are hereby repealed, but any ordinances and  
47 resolutions not inconsistent herewith and which have not previously been  
48 repealed are hereby ratified and confirmed.  
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Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all requirements including Chapter 107 of the Codified Ordinances.

Section 5. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls and the inhabitants thereof, and provided it receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

2/10/14  
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2  
3 CITY OF CUYAHOGA FALLS, OHIO

4  
5 ORDINANCE NO. - 2014

6  
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF  
8 PUBLIC SERVICE TO ISSUE AN ENCROACHMENT  
9 PERMIT TO ALBRECHT, INC. FOR THE PURPOSE OF  
10 CONSTRUCTING AND OPERATING A PARKING LOT IN A  
11 PORTION OF NORTH HAVEN BOULEVARD ABUTTING  
12 THE PROPERTY AT 2137-2141 STATE ROAD (PARCEL  
13 NO. 02-14827), AND DECLARING AN EMERGENCY.  
14

15 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit  
16 and State of Ohio, that:

17  
18 Section 1. The Director of Public Service is hereby authorized to issue an  
19 encroachment permit, revocable at the will of Council, to Albrecht, Inc. for the purpose  
20 of constructing and operating a parking lot in a portion of North Haven Boulevard  
21 abutting the property at 2137-2141 State Road, as depicted in the site plan attached  
22 hereto as Exhibit "A." The permit shall contain such terms and conditions as are  
23 necessary in the opinion of the Director of Law to protect the public interest.  
24

25 Section 2. Any other ordinances and resolutions or portions of ordinances and  
26 resolutions inconsistent herewith are hereby repealed, but any ordinances and  
27 resolutions or portions of ordinances and resolutions not inconsistent herewith and  
28 which have not previously been repealed are hereby ratified and confirmed.  
29

30 Section 3. It is found and determined that all formal actions of this Council  
31 concerning and relating to the adoption of this ordinance were adopted in an open  
32 meeting of this Council and that all deliberations of this Council and of any of its  
33 committees that resulted in such formal action were in meetings open to the public, in  
34 compliance with all legal requirements including Chapter 107 of the Codified  
35 Ordinances.  
36

37 Section 4. This ordinance is hereby declared to be an emergency measure  
38 necessary for the preservation of the public peace, health, safety, convenience and  
39 welfare of the City of Cuyahoga Falls, and provided it receives the affirmative vote of  
40 two-thirds of the members elected or appointed to Council, it shall take effect and be in  
41 force immediately upon its passage and approval by the Mayor; otherwise it shall take  
42 effect and be in force at the earliest period allowed by law.  
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44

45 Passed: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

50  
51 Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor

52  
53 2/10/14



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6 CITY OF CUYAHOGA FALLS, OHIO

7  
8 RESOLUTION NO. - 2014

9  
10 A RESOLUTION AUTHORIZING THE PARK AND  
11 RECREATION BOARD TO APPLY FOR AND ACCEPT  
12 A GRANT FROM THE OHIO DEPARTMENT OF  
13 NATURAL RESOURCES, AND DECLARING AN  
14 EMERGENCY.

15  
16  
17 WHEREAS the State of Ohio through the Department of Natural Resources  
18 Waterways Safety Fund administers financial assistance for public boating  
19 access, and

20  
21 WHEREAS the City of Cuyahoga Falls desires financial reimbursement  
22 under the Cooperative Boating Facility Grant Program,

23  
24 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of  
25 Cuyahoga Falls, County of Summit and State of Ohio, that:

26  
27 Section 1. The Park and Recreation Board is hereby authorized to apply for  
28 and accept the Cooperative Boating Facility Grant financial assistance from the  
29 Ohio Department of Natural Resources Waterways Safety Fund, on behalf of the  
30 City of Cuyahoga Falls, for the purposes set forth in the grant application and  
31 grant agreement.

32  
33 Section 2. The Park and Recreation Board is hereby authorized and directed  
34 to file and execute an application with the Ohio Department of Natural  
35 Resources and provide all information and documentation required to be  
36 eligible for possible financial assistance.

37  
38 Section 3. The Director of Finance agrees that it has and will obligate the  
39 funds required to satisfactorily complete the project under the terms and  
40 conditions of the Cooperative Agreement if the project is accepted for financial  
41 assistance.

42  
43 Section 4. It is found and determined that all formal actions of this Council  
44 concerning and relating to the passage of this resolution were taken in an open  
45 meeting of this Council and that all deliberations of this Council and of any  
46 committees that resulted in those formal actions were in meetings open to the  
47 public, in compliance with all legal requirements including Chapter 107 of the  
48 Codified Ordinances.

50        Section 5. This resolution is hereby declared to be an emergency measure  
51 necessary for the preservation of the public peace, health, safety, convenience  
52 and welfare of the City of Cuyahoga Falls and the inhabitants thereof, and  
53 provided it receives the affirmative vote of two-thirds of the members elected or  
54 appointed to Council, it shall take effect and be in force immediately upon its  
55 passage and approval by the Mayor; otherwise it shall take effect and be in force  
56 at the earliest period allowed by law.

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59 Passed: \_\_\_\_\_

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67 Approved: \_\_\_\_\_

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President of Council

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Clerk of Council

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Mayor