



VILLAGE OF PENINSULA

AGENDA REGULAR MEETING OF COUNCIL

Tuesday March 10, 2026, 7:00 p.m.
Peninsula Village Hall
1582 Main Street
Peninsula, Ohio 44264

CALL TO ORDER/ROLL CALL

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA

SPECIAL PRESENTATIONS

Presentation from Tom Cochran, Great Lakes Telecom & Electric, LLC, Regarding Meeting Room Recording System

Tony Burgoyne, OHM

Motion to Authorize the Mayor to Execute a Cost Reimbursement Agreement for the Valley Regional Water District Feasibility Study, or an Agreement Substantially Similar Thereto, between the Village of Boston Heights, Village of Peninsula, County of Summit, Conservancy for the Cuyahoga National Park, and Orchard Hiltz & McCliment, dba OHM Advisors (“OHM”), and the Payment of Up to \$33,333.33 to OHM from the Village as its Share of the Cost of the Study

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

February 10, 2026 Council Meeting Minutes

CITIZEN PARTICIPATION

REPORTS

Mayor, Daniel Schneider, Jr.

Fiscal Officer, Ms. Iaconis

Street Commissioner, Mr. Anderson

Finance Liaison, Mr. Krachinsky

Police Department

Roads and Public Works

Planning Commission, Ms. Frank-Hensley

Zoning Officer, Mr. Collins

Board of Zoning Appeals

Motion to Confirm the Mayor's Appointment of Matthew Padrutt to the Board of Zoning Appeals for a Term Expiring on December 31, 2030

Report on March 10, 2026 Meeting

Buildings and Grounds, Ms. Padrutt and Ms. Riggins

Chamber of Commerce & Economic Development

Policies & Procedures Liaison, Mr. Slocum

Updated Public Records Request Policy

Records Retention Schedule (In Progress)

Cybersecurity

Fire Board, Mr. Krachinsky

Cemetery Board, Ms. Padrutt

JEDD Board, Ms. Riggins

Wastewater/Stormwater/Water

Solicitor, Mr. Bryan

LEGISLATION:

Third Reading:

Resolution No. 03-2026

Requested by: Mayor Schneider and Fiscal Officer Iaconis

A Resolution Establishing the Annual Operating Budget and Setting Forth the Appropriations for 2026

Ordinance No. 05-2026

Requested by: Members of Council

An Ordinance Establishing Section 125.08 of the Administrative Code Regarding Meeting Video with Audio Recordings and Meeting Minutes

Second Reading: None.

First Reading: None.

UNFINISHED BUSINESS/NEW BUSINESS

Prioritized Contract Tracking Table

Review of Village Contracts

 PayByPhone Parking

 Wichert Insurance Cyber Policy

 Solicitor Bryan Notice Period Addition

 Village Planner McMahon Job Description and Contract

Short-Term Rentals

Village Communications/Village Hall Sign

Updated Council Priority List

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

1.Problem: The village needs a **reliable, easy-to-operate A/V system** that supports these core functions:

- **High-quality video recording** of council meetings
- **Clear, intelligible audio** from all speakers (table and audience)
- **In-room presentation** via a monitor or screen for viewing documents or presentations
- **Video conferencing** capabilities

2. Intended Outcomes

- **Improved public engagement and transparency**, with clearer visuals and audio for both in-person attendees and recorded viewers.
- **Consistent, high-quality video recordings** using a permanently mounted camera with a stable wide shot or intelligent speaker tracking.
- **Clear audio capture** from all council members and presenters, with balanced levels and minimal background noise.
- **A large, easily visible monitor or projection screen** so attendees can view documents, maps, budgets, and presentations without crowding. Mobile monitor is acceptable (Preferred??)
- **Full video conferencing capability**, enabling remote participants to join, present, and interact with the council. (Teams compatible?)
- **Simple, low-step operation** so meetings can be recorded with little technical expertise.
- **Integrated system design**, ensuring the camera, microphones, display, and conferencing tools work together and are captured in recordings.
- **Future-ready infrastructure** with proper cabling, mounting, and connectivity to support upgrades such as additional microphones or livestreaming.

3. Solution Options

Option	Description	Notes	Strengths	Tradeoffs
A: "Use What We Have" – Security System	Add additional camera(s) to the existing security system	- Testing at Feb 10 meeting for audio quality and effort to download - If acceptable would need to add front view camera	Affordable & simple	Video recording only No conferencing capabilities
B: Stand Alone Recording Camera	Basic recording camera, tripod or wall mount	-Many options, GoPro to Classroom or video conferencing styles -Transfer recordings via camera card -Not sure of audio capabilities within room with audience	-Possible use for conferencing -Affordable	-Video recording only -Tech skills needed to operate TBD
C. Video Conferencing Equipment + Room Display	Large monitor on mobile cart with video conference capabilities and webcam for recording capabilities	-Large 65"-75" display or short-throw projector -Dedicated conferencing device (e.g., all-in-one soundbar with camera and mic array) -Dedicated PC or laptop -Screen sharing capability	-Significantly clearer audio, -Hybrid-meeting ready, -Redundant recording -Teams compatible option -Simplified recording transfer	Higher cost, more initial installation work
D: Full Hybrid Meeting System	One touch operation for recording and video conferencing	-Permanent camera -Ceiling-mounted or table-mounted conference microphones -Large display plus secondary confidence monitor for council members -Dedicated PC or appliance for video conferencing	-Best audio clarity, seamless hybrid participation, scalable	Highest cost

4. Background Context

- Current limitations include inconsistent audio pickup, no dedicated camera or easy camera location, lack of a display for shared materials, and no infrastructure for hybrid or remote participation.
- Meetings are conducted in a 20' × 30' village hall centered around the council table as the primary focal point.
- The majority of speakers remain seated; therefore, **comprehensive audio & video coverage** is required to facilitate both council and audience participation.
- Given that users possess varying levels of technical expertise, the system should be **intuitive, straightforward, and consistently operable**.
- There is currently no public address (PA) system installed. Microphones must be capable of independently capturing clear speech from all speakers.
- The village prefers a **permanent installation** to minimize setup time and ensure reliable framing and cabling.
- At present, the hall does not feature a **large display** for presentations or remote presenters.
- Future requirements include capabilities for **livestreaming** public meetings??
- System operation should support a **simple, one-button workflow** suitable for users with diverse skill sets.
- Budget allocations range from basic (<\$500) to enhanced (~\$xxx) systems.
- A permanently mounted camera is preferred to maintain consistent framing and eliminate repetitive setup.
- Quotes for mobile screen/monitor and presentation enhancements were provided in July 2025???
- New audio recorder and microphones improved quality of recordings (mid 2025)
- The existing LAN infrastructure cannot be utilized for livestreaming due to police department security protocols; an additional internet line separate from the police department is required for legal and safety reasons.

**COST REIMBURSEMENT AGREEMENT FOR THE
VALLEY REGIONAL WATER DISTRICT FEASIBILITY STUDY**

This Agreement is entered into and is effective this ___ day of March 2026 by and between the **VILLAGE OF BOSTON HEIGHTS, OHIO** (hereinafter “Boston Heights”), the **VILLAGE OF PENINSULA, OHIO** (hereinafter “Peninsula”), the **COUNTY OF SUMMIT, OHIO** (hereinafter “the County”), and the **CONSERVANCY FOR THE CUYAHOGA VALLEY NATIONAL PARK** (hereinafter “the Conservancy”), and **ORCHARD, HILTZ & MCCLIMENT, INC., dba OHM ADVISORS** (hereinafter “OHM”) (individually “Party,” and, collectively, the “Parties”).

WHEREAS, the Parties recognize the need for a Feasibility Study for a Potential Valley Regional Water District (the “Study”); and

WHEREAS, four separate stakeholders in the Cuyahoga Valley, including the Village of Boston Heights, the Village of Peninsula, the County of Summit, and the Conservancy for the Cuyahoga Valley National Park, have all recognized the need for the Study and have agreed to share in its cost; and

WHEREAS, Boston Heights will lead the effort and be the primary contracting agency with OHM, which will conduct the Study; and

WHEREAS, the Parties find that entering into an agreement for cooperation and cost-sharing will promote the public health, safety, and welfare of the entire Cuyahoga Valley by improving access to a safe water supply; and

WHEREAS, the total cost of the Study with contingency is \$125,000.00; and

WHEREAS, Boston Heights has agreed to pay its portion of the Study in the total amount not to exceed \$33,333.34, as authorized in Resolution No. _____; and

WHEREAS, Peninsula has agreed to pay its portion of the Study in the total amount not to exceed \$33,333.33, as authorized by a motion of Village Council on March _____, 2026; and

WHEREAS, the County has agreed to pay its portion of the Study in the total amount not to exceed \$33,333.33, as authorized in Resolution No. _____; and

WHEREAS, the Conservancy has agreed to pay its portion of the Study in the total amount not to exceed \$25,000.00; and

WHEREAS, OHM will invoice each Party for its respective responsibilities for the Study.

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions, and terms to be kept and performed, it is agreed between the Parties as follows:

1. Scope of Work. The scope of work for the Study contemplated hereunder is set forth in the feasibility study proposal prepared by OHM, attached hereto as Exhibit “A.”
2. Recital and Scope of Work Incorporation. The above recitals, as well as the attached feasibility study proposal from OHM, are incorporated into the body of this Agreement by this reference.
3. Contractual Agent. Peninsula, the County, and the Conservancy hereby give their respective consents for and authorize Boston Heights to both act as their contractual agent in connection with the Study and costs and manage the performance under any contracts related to the Study. Peninsula, the County, and the Conservancy hereby approve and ratify all contracts which Boston Heights has entered or may enter on its behalf for the Study.
4. Direct Payment to OHM. Boston Heights, Peninsula, the County, and the Conservancy (each a “Paying Party,” or collectively, the “Paying Parties”) agree to pay OHM directly for the Study in accordance with the terms of this Agreement, including the recitals, and make payment directly to OHM for fees and costs incurred in connection with the Study.
5. Payment Process:
 - a. OHM shall invoice each Paying Party for their respective obligations hereunder at the conclusion of the Study and the issuance and presentation of OHM’s final report.
 - b. Each Paying Party shall receive and process its own respective invoice(s) relative to the Study. Upon receipt of an invoice relative to the Study, each Paying Party shall review, and if proper, approve and pay the Study invoice.
 - c. Payment shall be made within thirty days after receipt of the OHM’s invoice.
 - d. OHM agrees that each Paying Party is only responsible for its respective share of the fees and costs as provided in this Agreement. The Paying Parties are only obligated up to the maximum of their respective payment commitments as stated in the recitals. The payment obligations hereunder are not joint and several, and OHM agrees not pursue recovery from one Paying Party for the payment obligations of any other Paying Party.
6. Order of Precedence. OHM agrees that to the extent this Agreement conflicts with the underlying agreement for the Study it enters with Boston Heights, the terms of this Agreement shall control.
7. Termination. This Agreement shall expire upon the successful completion of the obligations contained herein and/or termination of the Study by all Parties and/or by written instrument signed by all Parties.

8. Defense and Indemnity. OHM shall defend, indemnify and hold harmless Boston Heights, Peninsula, the County, the Conservancy and their respective officials, appointees, volunteers, officers, directors, employees, advisors, representatives and/or agents from and against all loss, damage, expense, actions, attorney's fees, liabilities, and claims which: (a) arise out of the Study or this Agreement and the performance of any obligations hereunder, including the negligence, strict liability or other fault of OHM including, in whole or in part through its subcontractors, employees, agents and/or suppliers; or (b) arise out of or result from OHM's violation of applicable law, regulation, or other mandate by a competent authority in connection with the Study or this Agreement.

9. Assumption of Any Risk. OHM knowingly and freely assumes all risks associated with the Study and this Agreement. OHM, on behalf of itself and its officials, officers, board members, employees, members, agents, representatives, subcontractors, and for all their successors and assigns, hereby: waives all claims and otherwise releases, extinguishes and discharges Boston Heights, Peninsula, the County, the Conservancy from all liability that might be alleged to or otherwise does arise from the Study or this Agreement; and, other than for non-payment, covenants not to sue Boston Heights, Peninsula, the County, the Conservancy and their respective officials, appointees, volunteers, officers, directors, employees, advisors, representatives and/or agents for any reason in connection with the Study. The Parties further expressly agree that this waiver, assumption of risk, and release of liability is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

10. Severability. If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited, or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

11. Assignment. This Agreement is personal. As such, no Party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of such Party, or its permitted successive assignees or transferees, without all Parties' written consent. Any attempted assignment, transfer, or delegation without such prior written consent will be void and unenforceable. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

12. Waiver. The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving Party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

13. Counterparts and Signatures. This Agreement may be signed in ink or electronic signature (such as DocuSign) and in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A facsimile or electronic copy of an original transmitted to the other Party is effective as if the original were sent to the other Party.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall be considered a separate and independent document, which shall supersede all other agreements, either oral or written, between the Parties. For purposes of construction, this Agreement will be deemed to have been drafted by all Parties.

15. Amendments. This Agreement may be amended only by a written instrument signed by all Parties.

16. Authority to Execute. Each Party represents that the individual signing on its behalf, in other words, the signers below, has completely read all the terms in this Agreement and that such terms are fully understood and voluntarily accepted, and that the Party has been afforded sufficient time to be represented by legal counsel of that Party's choice.

IN WITNESS HEREOF, the duly authorized representatives of the Parties have affixed their signatures under hand, effective as of the date first set forth above.

VILLAGE OF BOSTON HEIGHTS, OHIO

By: _____
Ron Antal, Mayor

Approved as to form:

Marshal Pitchford, Village Solicitor

VILLAGE OF PENINSULA, OHIO

By: _____
Daniel Schneider, Jr. Mayor

Approved as to form:

Bradric Bryan, Village Solicitor

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, County Executive

Approved as to form:

Brian Harnak, Director of the Department of Law
and Risk Management

**CONSERVANCY FOR THE
CUYAHOGA VALLEY NATIONAL
PARK**

By: _____
XXX, Authorized Agent

OHM ADVISORS

By: _____
Thomas Barone, Director of Operations

FISCAL OFFICER'S CERTIFICATE/VILLAGE OF BOSTON HEIGHTS

I, Scott Varney, Fiscal Officer and Clerk of the Council for the Village of Boston Heights, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

SCOTT VARNEY
Fiscal Officer

Date: _____

FISCAL OFFICER'S CERTIFICATE/VILLAGE OF PENINSULA

I, Katie Iaconis, Fiscal Officer and Clerk of the Council for the Village of Peninsula, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

Katie Iaconis, Fiscal Officer

Date: _____

FISCAL OFFICER'S CERTIFICATE/COUNTY OF SUMMIT

I, _____, Fiscal Officer for the County of Summit, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

XXX, Fiscal Officer

Date: _____



December 16, 2025

Valley Water District Participants
Village of Boston Heights
Attn.: Mayor Ron Antal
45 East Boston Mills Road
Boston Heights, Ohio 44236

RE: Valley Water District Masterplan - Proposal for Engineering Services
Proposal #25184

Dear Mayor Antal,

OHM Advisors (OHM) is pleased to provide this proposal for professional engineering services for the preparation of a Water System Master Plan. The plan will address the potential formation of a Regional Water District in conformance with Ohio Revised Code (ORC) 6119 between the Village and neighboring partners including the Village of Peninsula, Boston Township, Cuyahoga Valley National Parks, and the Conservancy for the Cuyahoga Valley National Parks. This plan will closely mirror the North Hills Water District in Sagamore Hills and Northfield Center Townships and ultimately will be used to address high-priority asset needs, infrastructure performance, hydraulic capacity, planning for future capital and operating expenditures, and funding strategies.

Key to the plan will be the definition of the district's governance and components of a General Plan and a Water Reliability Study including development and simulation of a water supply hydraulic model. There are many elements in common with these documents; therefore, completing these together will result in a more efficient and robust Capital Improvement Plan (CIP). The CIP must identify principal investments necessary for the 5-year and 20-year planning periods. The General Plan shall include a comprehensive map of the system showing service boundaries, location of water system components, water main size, material, fire protection, and the location of anticipated pressure reducing and/or sustaining valves. The hydraulic analysis must include creation of pressure contour maps for the various water demand and supply conditions.

The Reliability Study focuses on planning items including population and water demands for three separate planning periods (existing, 5-year, and 20-year). Average day, maximum day and peak hour water demands must be calculated for the three planning periods. In general, the Reliability Study also documents the capacity of the existing water sources, pumping capacities, and storage. It compares that capacity to the existing and future needs of the system. In the case of the new district, the Reliability Study will evaluate the ability of the cities of Hudson, Akron, Cuyahoga Falls, and the Cleveland Water Department (CWD) to provide enough water volume and appropriate pressures to sustain the needs of the future district's system. Coordination with each supplier will be necessary.

While Boston Heights will be the lead contracting municipality, initial alignment with the district partners and Summit County will be formalized through a memorandum of understanding (MOU) for cost sharing purposes prior to authorization of this study. It is expected the study will commence in January 2026 with completion by March 2026. To that end, we propose the following scope of services.



SCOPE OF SERVICES

The objective of OHM Advisors' proposed scope of services is to prepare a plan with the aforementioned requirements as it relates to the Valley Water District system. The following scope of services is proposed for the Village's consideration:

Task 1: Project Initiation and Data Review

Under this task, OHM will initiate the project and obtain necessary information to proceed with the analysis. Specific work efforts include:

- ▶ Organize and attend an in-person kick-off meeting with District Partners to review project goals, objectives, and project schedule.
- ▶ Obtain necessary planning information to perform population projections and water demand calculations, i.e., anticipated developments, key zones, existing large commercial users, and National Parks demands, etc.
- ▶ Confirm desired fire protection rates and zoning information.
- ▶ Review of past reports commissioned by Summit County for similar water service extension.
- ▶ Acquire GIS database of existing water assets from Akron, CWD, Cuyahoga Falls, and Hudson to initiate horizontal asset assignment and creation of a conceptual systemwide hydraulic model.
- ▶ Acquire Digital Elevation Model (DEM) to define systemwide topographic and vertical water supply constraints.

Task 2: Planning and Demand Projections

Under this task, OHM will evaluate and analyze updated population and estimate consumption. OHM, with the assistance of District Partners, will compile updated planning data that will be used in creation of water system demand projections. OHM will use existing data to determine the District's peak hour demands. Five (5) years and twenty (20) year demands will be scaled based upon population projections. Similar maximum day and peak hour peaking factors based on existing conditions will be utilized.

Specific work efforts include:

- ▶ Prepare GIS web-based mapping overlaying DEM, zoning, land use, and existing water supply assets, as made available.
- ▶ Compile and report water consumption data, including:
 - a. Projected average daily demands.
 - b. Projected maximum daily demands.
 - c. Projected peak hourly demands.
 - d. Projected fire flow demands.
 - e. Basis for demand projections.
- ▶ Define water transmission and supply alignments in GIS.
- ▶ Consider Public Water Systems (PWS) and potential decommissioning.

Task 3: Reliability Study

Under this task, OHM will assemble, evaluate, and analyze water demand and water system capacities to determine the sufficiency of the water system to meet existing and future needs from each potential water supplier, Akron, Hudson, Cuyahoga Falls, and CWD.

Specific work efforts include:

- ▶ Define water supply system existing and future water production capacities.
- ▶ Define capital investments necessary, if any, for increased and sustained water supply.



- ▼ Summarize cost of water and intergovernmental agreements required, if any.
- ▼ Compile and report water production data, including:
 - f. Projected average daily capacities.
 - g. Projected maximum daily capacities.
 - h. Projected peak hourly capacities.
 - i. Projected fire flow capacities.
 - j. Basis for capacity projections.
- ▼ Meet with each potential supplier twice.

Task 4: Hydraulic Model Development & Analysis

OHM will construct a conceptual water distribution hydraulic model using Innowyze's InfoWater software. This model will be developed based on information gathered in Tasks 1 and 2 using assumed pipe material and diameter. Water demands, operating criteria, and elevation data will be input into the water model to simulate pressures and available fire protection. Operating set points for average day, maximum day, and peak hour will be evaluated for existing 5-year, and 20-year planning periods utilizing the data gathered during Task 3 to define deficiencies in pressure or areas of fire protection concerns.

As part of the General Plan requirements, maps displaying the water service district boundaries will be provided along with a map displaying water main size, material, and suggested valving and storage, if warranted.

Specific work efforts include the following:

- ▼ Work with the potential water suppliers to update water system GIS data if necessary for model incorporation.
- ▼ Perform model analyses for average day, maximum day, and peak hour demand scenarios for existing, 5-year, and 20-year planning periods.
- ▼ Perform fire protection model analyses for existing, 5-year, and 20-year planning periods.
- ▼ Evaluate operational settings.
- ▼ Create pressure and fire protection maps summarizing the model results.
- ▼ Identify up to four (4) capital improvements needed to address pressure or fire protection concerns for the three planning periods.

Task 5: Level of Service and Revenue Structure

We propose to assist the District Partners with assigning a Level of Service Goals and defining the organization of Regional Water and Sewer Districts under Chapter 6119 of the Ohio Revised Code (ORC 6119) specific to the Valley District. The level of service helps distinguish ways staff and water system stakeholders (residents, board, *etc.*) want the utility to perform over the long term. As part of this effort, we propose to review the previous approach for the development of level of service goals (including service criteria, performance indicators, and targeted level of service) and stakeholder involvement from similar and operational districts.

The code requires development of a revenue structure. This proposal assumes that the District Partners will use results from similar and operational district financial analyses to perform this assessment. Further, this proposal assumes the District Partners will strictly adhere to ORC 6119 and the procedures and provision set forth. Therefore, only minimal effort is proposed as part of this task to summarize the requirements listed in ORC 6119.



Task 6: Capital Improvement & Funding Plan

OHM will prepare the Capital Improvement Plan (CIP) based on the recommendations from Task 4 (hydraulic analysis) and input from the District Partners on corresponding preferences. Water system CIP projects will consider hydraulic issues identified during Task 3 for 5-year and 20-year planning horizons.

Specific work efforts include the following:

- ▶ Create maps showing proposed CIP projects.
- ▶ Develop cost opinion tables for comparison.
- ▶ Summarize funding partners and agencies, associated requirements, and timelines to develop a funding stack.
- ▶ Meet with potential funding representatives; private, local, state and federal, to align funding support.

Task 7: Development of Water Master Plan Report

As part of this task, a Water Master Plan report will be generated for submission to the District Partners and key stakeholders, including the findings, results, and conclusions from the above-outlined tasks. OHM will meet with the District Partners to review the findings and recommendations from the Water Master Plan report.

ASSUMPTIONS AND CLARIFICATIONS

The above-listed scope of services was prepared with the following assumptions:

- ▶ The District Partners will agree through a MOU to split costs associated with this proposal.
- ▶ The potential water suppliers, Akron, Cuyahoga Falls, Hudson, and CWD will provide necessary background documentation for the Reliability Study preparation.

SCHEDULE

Assuming authorization by February 1, 2026, OHM Advisors proposes to submit the final report deliverable to the District Partners no later than June 1, 2026. This duration is based on timely responses from the District Partners when information requests are verbally or formally submitted. As outlined in the Scope of Services, ongoing involvement is needed from the District Partners and potential water suppliers to maintain task progress and schedule.

FEE SCHEDULE

OHM Advisors proposes to provide the above-outlined professional engineering services for an hourly, not-to-exceed total fee of **\$125,000**, and would not exceed that total amount without further authorization.

Task	Cost
Task 1 – Project Initiation and Data Review	\$9,500
Task 2 – Planning and Demand Projections	\$14,000
Task 3 – Reliability Study	\$33,000
Task 4 – Hydraulic Model Development & Analysis	\$34,300
Task 5 – Level of Service and Revenue Structure	\$5,700
Task 6 – Capital Improvement & Funding Plan	\$21,000
Task 7 – Development of Water Master Plan Report	\$7,500
Total	\$125,000



SERVICES NOT INCLUDED

The following task are not included in this proposal but can be provided on a time-and-materials basis upon the request of the Township.

- ▼ Detailed design, permitting, or regulatory agency coordination.
- ▼ Legal services of any kind.
- ▼ Field services, survey verification or assistance.

AUTHORIZATION & ACCEPTANCE

If this proposal is acceptable to you, your signature on this letter with a copy returned to us will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions, and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to collaborating with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact us at 330.913.1049 or at jason.popiel@ohm-advisors.com or tony.burgoyne@ohm-advisors.com.

Sincerely,

OHM Advisors

Jason Popiel, P.E.
Client Representative

OHM Advisors

R. Tony Burgoyne, P.E.
Principal-In-Charge

Village of Boston Heights
Water System Master Plan

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

Encl: OHM Standard Terms and Conditions

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, February 10, 2026

CALL TO ORDER: The Mayor called the meeting to order at 7:00 PM.

ROLL CALL:

Mayor Daniel Schneider, Jr.	Present	Amy Fank-Hensley	Present
Richard Slocum	Present	Daniel Krachinsky	Present
Jodi Padrutt	Present	Eliud Rosales	Absent
Moe Riggins	Present		

Mayor Schneider stated Mr. Rosales informed him he was called into work at the hospital, and he would be unable to attend the meeting. Mr. Krachinsky made a motion that was seconded by Ms. Frank-Hensley to excuse Mr. Rosales' from the meeting. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved.

OTHERS PRESENT: Solicitor Bryan, Fiscal Officer Iaconis, Chief Nagy, Administrative Assistant Dorton

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA

Ms. Frank-Hensley asked where to place a discussion on video recording meetings on the agenda. It was agreed that discussion would take place in the new business portion of the meeting. Ms. Padrutt requested time to briefly discuss the Village website and the upcoming meeting with FirstEnergy. The Mayor agreed those topics would also be addressed at the end of the meeting in new business.

SPECIAL PRESENTATIONS: None

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

January 13, 2026 Regular Council Meeting Minutes

Mr. Slocum made a motion that was seconded by Ms. Padrutt to approve the minutes. Ms. Frank-Hensley requested that the minutes be amended to indicate that Councilperson Najeway was going to provide information to Council, not that it had been provided. Mr. Slocum seconded that motion to amend. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved. Mr. Slocum made a motion that was seconded by Mr. Krachinsky to approve the minutes as amended. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The minutes were approved as amended.

CITIZEN PARTICIPATION

Greg Canda asked whether Council would now be meeting twice a month. He was advised that there was legislation on tonight's agenda to make that change.

Liz Biddick thanked the administration and Service Department for their snow removal efforts and plowing Canal Street. Ms. Biddick asked who is responsible for removal of snow from sidewalks. She was advised that the Village does not have the manpower to do so, and the adjoining property owners are required to remove the snow. The Village takes care of the 303 bridge sidewalks.

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REPORTS

Mayor, Daniel Schneider, Jr.: Mayor Schneider stated he would have items to report during the Police Department report.

Fiscal Officer, Ms. Iaconis: Ms. Iaconis discussed presented financials reports to Council, including a general payment listing, a bank reconciliation report with outstanding checks noted for review, and reports showing monthly payments and revenues. She presented a general revenue summary and stated if that format was useful, similar reports could be generated regularly and expanded further. She stated she would discuss the proposed budget when the legislation is presented.

Finance Liaison, Mr. Krachinsky

Acknowledgement of Receipt of Financial Reports

Mr. Krachinsky made a motion that was seconded by Mr. Slocum to acknowledge receipt of the financial reports. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved.

Ratification of Submitted Bills List

Mr. Krachinsky made a motion that was seconded by Mr. Slocum to ratify the submitted bills list. Roll Call Vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved.

Police Department: The Mayor provided updates on police activity and traffic concerns, noting that a police vehicle was being repaired after a storm-related incident. He stated multiple auto accidents occurred in the nearby area during the recent hazardous weather. He shared traffic data collected over a week period showing approximately 5,700 vehicles per day passing through town. The highest recorded speed was 81 mph, and in the downtown area, the highest speed was 60 miles per hour with the overall average speed being 28 mph.

Bain Enterprises Speed Sign Quote: Council discussed purchasing additional portable digital speed signs that can collect traffic data and be mounted on poles and moved between locations. The Mayor explained that the solar-powered signs with data capabilities cost roughly \$3,700–\$4,600 each and could help both warn drivers and gather statistics to guide enforcement. Chief Nagy supported the signs, saying they are effective for slowing traffic and identifying problem areas. Council requested the Mayor, Service Department Supervisor, and Police Chief to review the sign options and return with a recommendation on the number of signs, type of sign, and locations for the signs before Council decides to purchase the signs.

Roads and Public Works: The Mayor informed Council several guardrails have been damaged and will require costly repairs. One repair on Rt. 303 is estimated to cost over \$7,000, and another is expected to be around \$5,000. One guardrail was damaged by an uninsured driver, while another may have been struck by a State plow, though the proof is unclear. The Village will investigate repair, enforcement, and restitution options. Council also discussed a dangerous area near a resident's home where speeding traffic poses safety concerns. Potential aesthetically

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pleasing solutions such as a wood guardrail or other protective barrier were discussed, along with a drainage issue on S. Locust Street that requires evaluation when the weather allows for it.

Planning Commission, Ms. Frank-Hensley: Ms. Frank-Hensley noted the Planning Commission's recent meeting was canceled due to a storm. The parking ordinance amendment that was sent back to the Commission by Council will be discussed at this month's meeting.

Zoning Officer, Mr. Collins: The updated short-term rental list has been posted online.

Board of Zoning Appeals, Mayor Schneider: Mr. Bryan explained two Board of Zoning Appeals applications have been filed and are being reviewed before a meeting is scheduled.

Board Vacancy: The Mayor asked if anyone was interested in filling the vacancy.

Buildings and Grounds: The Mayor reported the sandstone outside Village Hall will be repaired after the winter season ends.

Chamber of Commerce & Economic Development Liaison, Mr. Rosales: Council confirmed the Chamber Meetings are now being held quarterly instead of monthly.

Policies & Procedures Liaison, Mr. Slocum: Council discussed updating the Village's records retention policy and public records request policy, basing the updates off the Attorney General's model policies. Mr. Bryan agreed the Village's current records retention policy is outdated and largely paper based. He suggested using the State's model policy as a starting point and making potential adjustments to it. The discussion also covered holding records commission meetings and approving the archiving and disposition of obsolete records. Cybersecurity compliance also needs attention. Mr. Slocum is seeking quotes from cybersecurity firms and consulting with a local IT expert. Councilmembers also noted the need for a public records request form. The employee handbook also needs updating. It was agreed that prioritizing records policies should come first.

Fire Board, Mr. Krachinsky: Mr. Krachinsky reported the Fire Department hired four new firefighters who will still need to complete their training. Two levies will appear on the May ballot. Mr. Krachinsky stated he would provide more detailed updates at future meetings.

Cemetery Board, Ms. Padrutt: Ms. Padrutt reported the Cemetery Board Meeting was routine and focused mainly on day-to-day operational matters and general education about cemetery management. The Board Chair and Vice-Chair were selected for 2026. She reminded everyone that the Township Trustees need to be invited to the May Council Meeting for the annual joint meeting to authorize the tax levy.

JEDD Board, Ms. Riggins: Ms. Riggins explained the JEDD (Joint Economic Development District) allows the Township to partner with the Village to collect income taxes from Township businesses within the JEDD District area. She reported the 2025 revenue was around \$175,000, but the actual amount collected in 2025 was \$265,413.95, with Boston Township receiving

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\$180,216 and the Village receiving \$77,235. The 2026 budget projects \$200,000 in revenue. An issue involving the Cuyahoga Valley Scenic Railroad's tax distribution after it moved locations is currently being corrected so that the funds go to the appropriate jurisdiction.

Wastewater/Stormwater/Water: Council discussed updates on a potential regional water district project involving Peninsula and surrounding communities. A recent meeting with representatives from those groups outlined the next step, conducting a feasibility study to determine system size, costs, water sources, and demand, with funding contributions expected from the County, Conservancy, and participating municipalities. Officials noted the project could take decades to fully implement, beginning with major infrastructure connections and expanding over time.

The discussion also raised concerns about the OHM meeting. Some Councilmembers questioned why the planning meeting was not a public meeting and why a majority of Councilmembers could not attend. The Mayor and Solicitor explained the meeting was scheduled by another municipality and its engineering firm, and it was not intended to be a public meeting. The conversation concluded by agreeing that better communication would take place among Village officials regarding these meetings in the future.

Solicitor, Mr. Bryan: Mr. Bryan reminded Council that the Village Republic garbage contract expires at the end of the year. The Village will need to begin the bidding process around May or June to allow time for advertising, responses, reviewing bids, and selecting a provider by September or so, allowing for a smooth transition to another company if needed.

LEGISLATION:

Third Reading:

Ordinance No. 27-2025

Requested by: Mayor Schneider

An Ordinance Amending Section 1113.01 of the Zoning Code Relating to the Schedule of Regulations and a Maximum Building Footprint Lot Coverage Percentage Limit for Commercial, Mixed-Use, and Public Institution Districts

Mr. Bryan read the legislation by title. Mr. Krachinsky made a motion that was seconded by Mr. Slocum to pass the Ordinance. Ms. Frank-Hensley explained the proposed zoning ordinance limits building footprints to 50% of the lot area in commercial, mixed-use, and public institution districts, Ms. Frank-Hensley asked how the rule would be enforced and whether projects could bypass the Planning Commission by going directly to the Board of Zoning Appeals. Mr. Bryan explained the Planning Commission would review projects first and could approve exceptions, while applicants denied by Planning could still seek a variance from the BZA under a different process. Ms. Padrutt raised concerns about the reasoning behind the 50% limit, noting that Council inherited the legislation from the previous Council. The lack of minutes from the prior Planning Commission Meeting made it difficult to understand the full discussion before the Planning Commission. It was also questioned how the rule would interact with setbacks, parking requirements, multiple buildings on one lot. It was asked whether some existing buildings, such as the Winking Lizard, might exceed the proposed limit.

Greg Canda clarified the regulation would only apply to future developments and would not retroactively affect already approved or existing buildings, which would remain

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grandfathered. He added that Planning Commission discussions focused on establishing a reasonable cap where none previously existed, with 50% considered appropriate for potential future developments. Councilmembers requested additional information, including statistics on existing building coverage and the approved Planning Commission Minutes. Ms. Frank-Hensley then moved to table the Ordinance until the next Council Meeting so that information could be provided before a final decision is made.

Resolution No. 01-2026

Requested by: Councilperson Slocum

A Resolution Amending the Village of Peninsula Rules of Council

Mr. Bryan read the legislation by title. Ms. Frank-Hensley made a motion that was seconded by Mr. Slocum to adopt the Resolution. Mr. Slocum discussed the edits from the last meeting. Ms. Frank-Hensley pointed out a possible inconsistency between the attendance rules, where Rule 15 suggests the Fiscal Officer and Police Chief would not attend the second monthly meeting unless requested, and the agenda language that still implies certain reports might occur. Mr. Slocum agreed that Rule still implies key officials should be at every meeting, creating a conflict that needs to be reconciled.

Mr. Krachinsky raised a process concern. He stated the red line version with highlights and comments is confusing. He is reluctant to vote on this legislation without seeing a clean copy of the final text. Mr. Slocum explained the red changes reflect items Council already agreed to, while the yellow highlights represent new language based on last meeting's discussions that have not yet been formally reviewed or agreed upon. Mr. Krachinsky urged providing both a marked-up version that reflects the changes and a clean version. Ms. Frank-Hensley said the tracked format was helpful for transparency but agreed an additional clean copy would address readability concerns. She also suggested adding a clarifying note in Rule 6, so residents understand fiscal reporting is typically addressed at the first meeting of the month.

The conversation widened when the Mayor objected to prior changes made while he was absent, especially the idea of moving the Solicitor from the Council table and the necessity of holding two meetings every month. Mr. Slocum responded that the second meeting concept was chosen as an alternative to committees and extra procedural burdens, allowing time for deeper work on items like cybersecurity and records retention. Ms. Frank-Hensley added that the second meeting could be canceled if there was nothing to cover. To avoid voting amid confusion, Mr. Slocum agreed to generate three versions of the Rules for the next meeting. One version would highlight the changes from the present version of the Rules. A second version would show the changes made from the version reviewed at the last Council Meeting. The third version would be a clean version of the text that was proposed for passage. Council decided to delay a vote on the Resolution until the next meeting to allow for the preparation and review of the above documents before passage.

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First Reading:

Resolution No. 02-2026

Requested by Solicitor Bryan and Fiscal Officer Iaconis

A Resolution Authorizing the Mayor and Fiscal Officer to Renew the Village's Agreement with Summit County and the Legal Defenders Office of Summit County, Ohio, Inc. for Indigent Representation in the Stow Municipal Court.

Mr. Bryan read the legislation by title. Ms. Padrutt made a motion that was seconded by Ms. Riggins to suspend the three-reading rule. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. Mr. Slocum made a motion that was seconded by Mr. Krachinsky to pass the Resolution. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The Resolution was adopted.

Resolution No. 03-2026

Requested by: Mayor Schneider and Fiscal Officer Iaconis

A Resolution Establishing the Annual Operating Budget and Setting Forth the Appropriations for 2026

Mr. Bryan read the legislation by title and noted it must be passed by the end of March. Ms. Iaconis reminded everyone the Village is currently operating under a temporary budget. She explained the supporting budget pages were behind the payment listing and walked Council through a high-level summary of the budget. She explained tax collections have declined slightly over the last three years. She reminded Council that traffic-camera revenue is lower in the cold months, property taxes are a smaller slice of the revenues, and much of the property tax millage is dedicated to the road levy. The police revenue includes the Boston Township contract, plus citations and other sources, including inside millage. Ms. Iaconis emphasized the 2026 budget is intentionally conservative with no "extras," reflecting core operating needs. The Village fund balance is now closer to pre-COVID norms because the one-time federal COVID funding surplus has been spent/obligated and closed out. She reviewed how the appropriation summaries break down by department codes, with personal services covering wages and related costs and the remainder covering other operating expenses. She advised caution on major purchases until more revenue trends are clear. She noted the Village has no debt. The County is holding roughly \$48,000 in permissive funds that must be formally requested for distribution for qualifying road projects. The Mayor and Mr. Bryan discussed how permissive funds can only be applied to certain designated major roads and how that might fit alongside future road work timing and larger infrastructure projects. Ms. Iaconis clarified some custodial funds hold balances but aren't budgeted because money flows in and back out. She offered to go deeper in a finance-focused meeting if Council wants one and reminded Council the budget can be amended later in the year if the need arises. The Mayor confirmed that Council does not need to act on this legislation tonight. Ms. Iaconis reiterated it just needs final passage by the end of March. No action was taken on the Resolution, and it will be on the agenda for the next Council Meeting.

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Ordinance No. 04-2026

Requested by: Members of Council

An Emergency Ordinance Amending Section 121.01 of the Administrative Code Regarding Regular Council Meetings

Mr. Bryan read the legislation by title. Mr. Slocum made a motion that was seconded by Mr. Krachinsky to suspend the three-reading rule. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. Mr. Slocum made a motion that was seconded by Ms. Frank-Hensley to pass the Ordinance. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The Resolution was adopted.

Ordinance No. 05-2026

Requested by: Members of Council

An Ordinance Establishing Section 125.08 of the Administrative Code Regarding Meeting Video with Audio Recordings and Meeting Minutes

Mr. Bryan read the legislation by title. The legislation will advance to a second reading at the next Council Meeting.

UNFINISHED BUSINESS/NEW BUSINESS

Council Priority List:

Mr. Slocum discussed a proposal requiring Village meeting minutes to be approved within two months of the meeting and renewed discussion about Peninsula's parking system, which he said many visitors dislike because it relies on a mobile app. He noted that poor cell service can make the system difficult to use. He suggested exploring the addition of a physical pay station as an alternative. The Mayor noted that paid parking is common in many towns but agreed the current system can be reviewed. Councilmembers noted that improved connectivity, including future fiber installation or Village wide Wi-Fi, could help address some of the current parking system challenges.

Ms. Frank-Hensley presented a problem-solving framework document intended to help Council define goals and evaluate solutions more clearly when addressing issues.

Ms. Frank-Hensley also introduced a discussion about recording Council Meetings, noting the room is already continuously recorded through security cameras. The Village will test whether those recordings can be downloaded and posted online with acceptable audio and video quality. She outlined several possible approaches, ranging from using the existing security system, purchasing standalone recording equipment, or upgrading the room with a more permanent audio-visual system that could support recording and video conferencing. She recommended planning for video-conferencing capability and future live-streaming of meetings, though doing so would require a separate internet connection to avoid interfering with the Village's public safety network and to prevent potential cybersecurity issues.

Councilmembers discussed additional considerations such as sound quality in the room, potential sound-dampening improvements, ADA accessibility and closed captioning, and whether multiple quotes should be obtained. The Mayor suggested inviting IT specialist Tom Cochran to attend a future meeting to explain possible solutions and answer questions, while remaining open to other vendors or ideas before making a final decision.

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Ms. Padrutt informed Council she scheduled FirstEnergy and the Cuyahoga Valley National Park to attend a future Council Meeting to discuss their tree maintenance plans and address community concerns about power outages. She noted the presentation will include a moderated question-and-answer session. Ms. Padrutt also asked whether the Village website could include contact emails for Planning Commission and Board of Zoning Appeals members, along with the Zoning Officer, so residents can easily direct questions. Discussion followed about creating official email identities for boards such as the Planning Commission, rather than using personal emails. Councilmembers agreed that establishing these accounts and listing them on the website would improve communication with residents.

Mr. Slocum asked about the timeline for the Village's email migration. The Mayor indicated there was no firm timeline yet. Mr. Slocum noted the transition had been delayed until after the end of the current directory period. Mr. Bryan asked whether the change would affect email addresses. Ms. Dorton explained the plan is to remove the dash from the domain address. It was also noted that there would likely be a transition period where both systems operate simultaneously, with messages forwarded during the migration.

Ms. Riggins asked Council to decide whether a committee or liaison should represent the Village on water and wastewater matters so that who should attend future meetings is clear. Ms. Padrutt noted that some liaison roles were still unassigned. The mayor mentioned police and roads as remaining areas. Mr. Slocum suggested adding another liaison related to property or the Diecasters project. The group agreed to address the assignments at the upcoming meeting.

The conversation then shifted to the Your Community News submissions. Council noted that with the new second monthly meeting, there will be more time to prepare updates before submission deadlines.

EXECUTIVE SESSION (IF NECESSARY)

Councilperson Slocum distributed an executive session checklist form he prepared that would assist with recording Council's compliance with the executive session requirements. Mr. Bryan stated he had no problem with adopting such a form for use by the Village. It was determined that Mr. Bryan would review the form and recommend any amendments before it being placed on the agenda for approval at the next Council Meeting.

ADJOURNMENT: Ms. Padrutt made a motion to adjourn the meeting that was seconded by Mr. Slocum. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The meeting was adjourned at 9:37 PM
Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Katie Iaconis, Fiscal Officer

Date

Payment Listing

February 2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
22-2026	02/27/2026	03/06/2026	CH	OHIO POLICE & FIRE PENSION FUND	\$7,193.71	O
23-2026	02/27/2026	03/06/2026	CH	OHIO PUBLIC EMPLOYEES RETIREMENT S	\$6,340.23	O
24-2026	02/27/2026	03/06/2026	CH	WINDSTREAM	\$292.89	O
25-2026	02/27/2026	03/06/2026	CH	Time Warner Cable - Northeast	\$401.81	O
26-2026	02/27/2026	03/06/2026	CH	REPUBLIC WASTE SERVICES	\$24.42	O
27-2026	02/27/2026	03/06/2026	CH	TERRY LUMBER CO	\$2,450.00	O
28-2026	02/27/2026	03/06/2026	CH	PayByPhone	\$403.75	O
29-2026	02/27/2026	03/06/2026	CH	Goodwin & Bryan, LLP	\$4,650.00	O
30-2026	02/27/2026	03/06/2026	CH	ComDoc	\$358.26	O
31-2026	02/27/2026	03/06/2026	CH	VALLEY FIRE DISTRICT	\$2,924.69	O
32-2026	02/27/2026	03/06/2026	CH	Targeting and Solutions Limited	\$9,994.00	O
33-2026	02/27/2026	03/06/2026	CH	Fattmerchant	\$129.00	O
34-2026	02/27/2026	03/06/2026	CH	DOMINION EAST OHIO	\$952.17	O
35-2026	02/27/2026	03/06/2026	CH	OHIO EDISON CO	\$1,351.37	O
36-2026	02/27/2026	03/06/2026	CH	FirstNet	\$914.48	O
37-2026	02/27/2026	03/06/2026	CH	ADP	\$838.00	O
38-2026	02/05/2026	03/06/2026	EW	Treasurer, State of Ohio	\$5,294.22	O
14901	02/12/2026	02/12/2026	AW	Active Networking, Inc.	\$1,031.25	O
14902	02/12/2026	02/12/2026	AW	Aislinn Consuting Services	\$500.00	O
14903	02/12/2026	02/12/2026	AW	ASHTON SOUND & COMMUNICATIONS, INC	\$420.00	O
14904	02/12/2026	02/12/2026	AW	Bain Enterprises	\$57.50	O
14905	02/12/2026	02/12/2026	AW	CITY OF STOW FINANCE DEPARTMENT	\$1,435.91	O
14906	02/12/2026	02/12/2026	AW	Continenza, Chris	\$71.03	O
14907	02/12/2026	02/12/2026	AW	City of Hudson	\$33,000.00	O
14908	02/12/2026	02/12/2026	AW	INDEPENDENT ELEVATOR CO., INC	\$285.00	O
14909	02/12/2026	02/12/2026	AW	LEADER PUBLICATIONS	\$24.75	O
14910	02/12/2026	02/12/2026	AW	Treasurer, State of Ohio	\$3,000.00	O
14911	02/12/2026	02/12/2026	AW	LEVINSON'S UNIFORMS	\$209.30	O
14912	02/12/2026	02/12/2026	AW	Lexipol, LLC	\$4,155.77	O
14913	02/12/2026	02/12/2026	AW	MAPSS	\$260.00	O
14914	02/12/2026	02/12/2026	AW	OHIO PUBLIC ENTITY CONSORTIUM	\$88.47	O
14915	02/12/2026	02/12/2026	AW	OHIO MUNICIPAL LEAGUE	\$335.00	O
14916	02/12/2026	02/12/2026	AW	PENINSULA AREA CHAMBER OF COMMER	\$200.00	O
14917	02/12/2026	02/12/2026	AW	COUNTY OF SUMMIT	\$3,000.00	O
14918	02/12/2026	02/12/2026	AW	Patrick Rivera	\$436.70	O
14919	02/12/2026	02/12/2026	AW	Pongracz, Dennis	\$1,000.00	O
14920	02/12/2026	02/12/2026	AW	SUMMIT COUNTY SHERIFF'S OFFICE	\$30.00	O
14921	02/12/2026	02/12/2026	AW	SHI Internation Corp	\$271.37	O
14922	02/12/2026	02/12/2026	AW	Sundance Systems, Inc.	\$5,100.00	O
14923	02/12/2026	02/12/2026	AW	TERRY LUMBER CO	\$482.30	O
14924	02/12/2026	02/12/2026	AW	Vance's Law Enforcement	\$619.80	O
14925	02/12/2026	02/12/2026	AW	SUMMIT COUNTY POLICE CHIEFS ASSOCI	\$100.00	O
14926	02/12/2026	02/12/2026	AW	Cleveland Clinic At Work	\$898.00	O
Total Payments:					\$101,525.15	
Total Conversion Vouchers:					\$0.00	

Payment Listing

February 2026

Total Less Conversion Vouchers: \$101,525.15

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

VILLAGE OF PENINSULA PUBLIC RECORDS REQUEST POLICY

(A) Purpose and Scope. The Village of Peninsula adheres to the policy that openness and transparency leads to a better informed citizenry, which, in turn, promotes a better and more responsive government. ~~With these principles in mind, the Village recognizes its obligations under the Ohio Public Records Act as set forth in Chapter 149 of the Ohio Revised Code regarding public records. It is always the mission and intent of the Village to fully comply with and abide by both the spirit and the letter of Ohio's Public Records Act.~~ Should changes to the law be adopted that conflict with the provisions of this Policy, applicable Ohio and federal law will supersede this Policy.

(B) Definitions.

(1) "Records" shall be defined as set forth in Ohio Revised Code Section 149.011(G). "Records" includes any document, device, or item, regardless of physical form or characteristic, including an electronic records ~~as defined in Section 1306.01 of the Ohio Revised Code,~~ created, or received by, or coming under the jurisdiction of the Village that serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the Village.

(2) A "public record" shall be defined as set forth in Ohio Revised Code Section 149.43(A)(1). A "Public Record" means a record kept by the Village at the time a public records request is made, subject to applicable exemptions from disclosure under Ohio and federal law with the exception of the records listed in Ohio Revised Code Sections 149.43(A)(1)(a)-(m). ~~Information contained within a record may be exempt from disclosure under state or federal law or because of privilege or confidentiality requirements. All public records must be organized and maintained in such a way that they can be made available for inspection and copying.~~

(C) Procedures for Record Requests. Each request for public records should be evaluated for a response using the following guidelines:

(1) Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow the Village to identify, retrieve, and review the records. If the requester makes an ambiguous or overly broad request or has difficulty in making a request such that the Village cannot reasonably identify what public records are being requested, the request may be denied. The Village must then provide the requester an opportunity to revise the request by informing the requester of the manner in which records are maintained and accessed by the office. ~~If it is not clear what records are being sought, the records custodian must contact the requester for clarification and should assist the requester in revising the request by informing the requester of the manner in which the Village keeps its records. Although the requester may designate the format in which such documents are to~~

be placed for inspection or produced, the Village is not required to create new records that otherwise do not exist, put the requested documents into a format that is not within the ordinary scope of its normal record-keeping functions or normal capabilities, or perform a search or research for information in the Village's records. An electronic record is deemed to exist so long as a computer is already programmed to produce the record through the Village's standard use of sorting, filtering, or querying features. Although not required by law, the Village may, at its sole discretion, consider generating new records when it makes sense and is practical under the circumstances. The Village is not required to create records that otherwise do not exist, create a computer program simply to respond to a public records request, or create new records by searching for and compiling information from existing records.

(2) Requests do not have to be put in writing, and the requester does not have to provide their identity or the intended use of the requested public record(s). It is the Village's general policy that this information is not to be requested. The law does, however, permit the Village to ask for a written request, the requester's identity, and/or the intended use of the information requested, but only if: (1) a written request or disclosure of identity or intended use would benefit the requester by enhancing the Village's ability to identify, locate, or deliver the public records that have been requested; and (2) the requester is first told that a written request is not required and the requester may decline to reveal the requester's identity or intended use. ~~In order to~~ To enhance the Village's ability to comply with the requester's intended request, the Village recommends that all public records requests be put in writing and contact information for the requester be provided.

(3) Public records are available for inspection during regular business hours, ~~with the exception of~~ except for holidays. Public records are to be made available for inspection promptly. Requests for copies of public records are to be complied with within a reasonable period ~~of time~~. The words "prompt" and "reasonable" take into account the volume of records requested, the proximity of the location where the records are stored, and the necessity for any legal review and redaction, and other facts and circumstances of the requested records ~~before they are produced.~~ In processing a request for inspection of a public record, an employee may accompany the requester during the inspection to make certain original records are not taken or altered.

(4) Each request should be evaluated for an estimated length of time required to gather the records. Routine requests for records should be satisfied immediately if it is feasible to do so.

(5) All requests for public records must either be satisfied or be acknowledged in writing within ~~five~~ three business days following the Village's receipt of the request.

(6) If the Village withholds, redacts, or otherwise denies requested records, it must provide an explanation, including legal authority for the withholding, redaction, or denial. If the initial request was made in writing, the

explanation must also be in writing. Any denial of a public records request must include an explanation for the denial, including any pertinent legal authority, if applicable. If portions of a record are public and portions are exempt, the exempt portions may be redacted and the rest must be remainder released. When making public records available for public inspection or copying or producing requested records, the Village shall notify the requester of any redaction or make the redaction plainly visible. If there are redactions, a supporting explanation must be included, including any pertinent legal authority.

(7) The Village shall have no duty to provide records acquired after a request for records is satisfied.

(8) Public records will only be copied by authorized employees. The Village may utilize an outside vendor in making the copies. Under no circumstances will requesters be permitted to make copies themselves.

(9) Police Department records requests should be directed to the Police Chief. All other public records requests should be directed to the Village Administrative Assistant or Fiscal Officer Clerk.

(D) Copying and Mailing Costs. Those seeking public records may be charged only the actual cost of making copies, not labor. Charges for paper copies of public records shall be five cents per page. The fee may be waived for responses that consist of twenty pages or less. The charge for electronic files that are produced on a compact disc or thumb drive is \$2.00 per disc or drive. A requester may be required to pay in advance for the actual costs involved in providing the copy. The requester may choose whether to have the record duplicated upon paper, upon the same medium on which the public record is kept, or upon any other medium on which the office determines that the record can reasonably duplicated as an integral part of the office's normal operations.

(1) There is no charge for emailed documents.

(2) If the request asks that the documents be mailed or delivered, the actual postage cost of the mailing or cost of delivery is required to be paid in advance of the mailing.

(3) The Village will not charge, under any circumstances, for an employee's time to compile or provide the responsive records or otherwise comply with a public records request.

(E) Electronic Records. Records in the form of e-mail, text messaging, and instant messaging, including those sent and received via a hand-held communications device, are to be treated in the same fashion as records in other formats, such as paper or audiotape. Public record content transmitted to or from private accounts or personal devices is subject to disclosure. All Village employees or officials are required to retain their e-mail or other electronic records in accordance with applicable records retention schedules.

(F) The Village's records are subject to the Village of Peninsula Records Retention Schedule. The Village's current Records Retention Schedule is available at

the Village Administrative Office as required by Ohio Revised Code Section 149.43(B)(2).

(G) A copy of the most recent edition of the Ohio Sunshine Laws Manual is available via the Ohio Attorney General's website (www.ohioattorneygeneral.gov/yellowbook) for the purpose of keeping Village employees and the public educated as to the office's obligations under Ohio's Public Records Act, Ohio Public Meetings Act, records retention laws, and the Personal Information Systems Act.

(H) Failure to Respond to a Request. The Village recognizes the legal and non-legal consequences of the failure to properly respond to a public records request. In addition to the distrust in government that the failure to respond might cause, such failure may result in a court ordering the Village to comply with the law and pay the requestor's attorney fees and damages.

_____, ____ 2026

VILLAGE OF PENINSULA: PUBLIC RECORDS POLICY & STANDARD OPERATING PROCEDURE

I. MISSION AND PURPOSE

The Village of Peninsula adheres to the policy that openness and transparency lead to a better-informed citizenry. The Village recognizes its obligations under the Ohio Public Records Act as set forth in Chapter 149 of the Ohio Revised Code. It is the intent of the Village to fully comply with both the spirit and the letter of the law. Should changes to the law conflict with this policy, applicable Ohio and federal law will supersede these provisions.

II. DEFINITIONS

- **Records:** Includes any document, device, or item, regardless of physical form, created, received by, or coming under the jurisdiction of the Village that serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the Village.
- **Public Record:** A record kept by the Village at the time a request is made, subject to applicable exemptions from disclosure under Ohio or federal law.
- **Electronic Records:** Records in the form of e-mail, text messaging, and instant messaging, including those sent/received via private accounts or personal devices for Village business, are treated as public records.

III. PROCEDURES FOR REQUESTS

- **Clarity:** The requester must identify records with sufficient clarity to allow the Village to identify and retrieve them. If a request is ambiguous or overly broad, the Village must provide the requester an opportunity to revise the request.
- **Format:** The Village is not required to create new records, perform research, or put documents into a format outside its normal capabilities.
- **Requester Rights:** Requests do not have to be in writing, and the requester does not have to provide their identity or intended use.

IV. RESPONSE TIMEFRAMES & FULFILLMENT TIERS (SOP)

Records must be made available for inspection promptly and copies provided within a reasonable period of time. The Village utilizes the following Standard Operating Procedure (SOP) to manage these timelines

- **Intake & Tracking:** Upon receipt, the Clerk enters the request into the **Master Public Records Tracking Log** (Appendix A).

- **Acknowledgment (24-Hour Rule):** The Clerk shall send a written acknowledgment to the requester within one business day, providing a reference number and the assigned Tier.
- **Tier I (Routine):** Records in digital format (e.g., minutes) are emailed within **3 business days**.
- **Tier II (Standard):** Requires file retrieval or basic redaction with a target of **10 business days**.
- **Tier III (Complex):** Requires a **Written Fulfillment Plan** (Appendix B) and consultation with the Village Solicitor. Records are released in batches (Rolling Production).

V. REDACTION AND DENIAL

- **Explanation:** If the Village withholds or redacts records, it must provide an explanation including legal authority.
- **Visibility:** Redactions shall be made plainly visible.
- **Protocol:** The Clerk identifies sensitive info, consults the **Notice of Redaction Form** (Appendix C) for ORC citations, and attaches the notice to the final delivery.

VI. COSTS AND MANAGEMENT

- **Copying Costs:** Requesters are charged only the actual cost of making copies: \$0.05 per paper page and \$2.00 per disc or thumb drive.
- **Electronic Delivery:** There is **no charge** for emailed documents.
- **Retention:** Village records are subject to the Village of Peninsula Records Retention Schedule.

APPENDIX A: MASTER PUBLIC RECORDS TRACKING LOG

This log is maintained as a digital spreadsheet and included in the Council's monthly packet.

EXAMPLE

Req #	Date Rec'd	Description of Records	Requester	Tier	Status	Fulfilled Date
26-01	03/02/26	Feb 10 Council Minutes	J. Doe	I	Closed	03/03/26
26-02	03/04/26	Water District Emails	(Anon)	III	Plan Sent	TBD
26-03	03/05/26	Zoning Permit - Main St	S. Smith	II	Processing	TBD
26-04	03/05/26	Police Incident Report	B. Jones	II	Redaction	TBD

APPENDIX B: VILLAGE OF PENINSULA: PUBLIC RECORDS FULFILLMENT PLAN

To be issued for all Tier III (Complex) or Voluminous Requests

Date: [Current Date]

Request Reference Number: [Year-00X]

Requester: [Name]

1. Scope Assessment

Initial review by the Records Custodian indicates that your request involves any or all of the following:

- Records stored in off-site or historical archives.
- Large volumes of electronic data or emails requiring technical filtering.
- Records requiring detailed legal review for statutory redactions under Ohio law.

2. Estimated Timeline

To fulfill this request within a "reasonable period of time", the Village has assessed the volume and proximity of these records.

- **Estimated Volume:** [Number] pages/files.
- **Anticipated Completion Date:** [Date].

3. Rolling Production Schedule

In accordance with our **Standard Operating Procedure (SOP)**, the Village will provide records in "batches" as they are reviewed and ready, rather than waiting for the entire request to be finalized.

- **Batch 1 (Target Date):** [Description of first set of records]
- **Batch 2 (Target Date):** [Description of second set of records]
- **Final Batch (Target Date):** Remaining records and final closing letter.

4. Cost Estimate

- **Electronic Delivery:** No Charge.
- **Paper Copies:** \$0.05 per page.
- **Physical Media:** \$2.00 per disc or thumb drive.
- Note: Payment for actual postage or physical copies may be required in advance.

5. Clarification & Narrowing Scope

If you wish to prioritize specific documents to expedite this timeline, the Village invites you to revise your request. Please contact the **Fiscal Officer/Clerk** or **Administrative Assistant** to discuss the manner in which these records are maintained.

APPENDIX C: VILLAGE OF PENINSULA: NOTICE OF REDACTION / PARTIAL DENIAL

To be attached to all fulfilled Public Records Requests containing redacted information.

Date: _____ Request Reference Number: _____ (e.g., 26-00X)

Requester: _____

The Village of Peninsula has fulfilled your request for public records. Please be advised that certain information within the provided documents has been redacted (omitted) or withheld in accordance with Ohio and/or Federal Law.

As required by **ORC 149.43(B)(3)**, the following legal authorities were relied upon for these redactions:

REDACTION CATEGORIES & LEGAL AUTHORITY

(Records Custodian: Check all that apply)

- **Personal Identifying Information:** Includes Social Security numbers, driver's license numbers, or unlisted telephone numbers. (ORC 149.43(A)(1)(dd) / **ORC 149.45**)
- **Medical Records:** Information generated by a healthcare provider regarding a person's medical history or treatment. (ORC 149.43(A)(1)(a))
- **Confidential Law Enforcement Investigatory Records (CLEIR):** Information that would reveal the identity of a confidential source or specific investigatory techniques. (ORC 149.43(A)(1)(h) / **ORC 149.43(A)(2)**)
- **Attorney-Client Privilege:** Communications between Village officials and the Village Solicitor for the purpose of obtaining legal advice.
- **Infrastructure or Security Records:** Records that reveal configurations or vulnerabilities of Village buildings or utility systems. (**ORC 149.433**)
- **Other State or Federal Law:** _____

NOTES TO REQUESTER

- **Visibility:** All redactions have been made plainly visible within the body of the records provided.
- **Clarification:** If a request was denied in full because it was "ambiguous" or "overly broad," the Village invites you to revise your request. We are available to explain the manner in which Village records are maintained to assist you in your search.
- **No Duty to Supplement:** The Village has no duty to provide records acquired after this request was satisfied.

Records Custodian Signature: _____

Title: _____

Peninsula Village Staff Quick-Reference: Common Redactions

Use these specific Ohio Revised Code (ORC) citations when filling out the *Notice of Redaction* form.

1. Personal Privacy (The "Self-Executing" Exemptions)

These must *always* be removed to protect residents and employees from identity theft.

- **Social Security Numbers:** ORC §149.43(A)(1)(dd)
- **Driver's License / State ID Numbers:** ORC §149.45(A)(1)(c)
- **Bank Account / Financial Info:** ORC §149.43(A)(1)(v)
- **Unlisted Phone Numbers / Personal Cell:** ORC §149.43(A)(1)(mm)

2. Law Enforcement & Safety

Critical for redactions in police reports or security-related documents.

- **Confidential Law Enforcement Investigatory Records (CLEIR):** ORC §149.43(A)(2)
 - *Note: Use this for uncharged suspects or "secret" investigatory techniques.*
- **Identity of a Sex Offense Victim:** ORC §149.43(A)(1)(v) and ORC §2930.04
- **Infrastructure/Security Records:** ORC §149.433
 - *Note: Use for blueprints of Village Hall, water system vulnerabilities, or IT passwords.*
- **LEADS / OHLEG Data:** OAC 4501:2-10-06
 - *Note: Information from the police database system is NEVER public.*

3. Medical & Personnel

- **Medical Records:** ORC §149.43(A)(1)(a)
 - *Note: Includes EMS run sheets or employee sick leave notes containing diagnoses.*
- **Residential & Familial Info (Police/Fire/First Responders):** ORC §149.43(A)(1)(p)
 - *Note: You must redact the home addresses/names of spouses/children for our first responders.*

4. Legal & Administrative

- **Attorney-Client Privilege:** ORC §2317.02
 - *Note: Emails where the Village Solicitor is giving us legal advice are protected.*
- **Trial Preparation Records:** ORC §149.43(A)(1)(g)
 - *Note: Records specifically created for use in an ongoing lawsuit.*

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 03-2026
INTRODUCED BY: _____
DATE PASSED: _____

**A RESOLUTION ESTABLISHING THE ANNUAL OPERATING BUDGET AND
SETTING FORTH THE APPROPRIATIONS FOR 2026**

WHEREAS, at the direction of the Mayor and Council, Katie Iaconis, the Fiscal Officer, has prepared the attached Annual Operating Budget and Appropriations for 2026; and

WHEREAS, Village Council deems it necessary and proper to exercise its authority over the budget and appropriations by authorizing and certifying the within Annual Operating Budget and Appropriation Resolution for 2026.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. That the attached Annual Operating Budget and Appropriations of the Village of Peninsula, as prepared by Katie Iaconis, Fiscal Officer, for the 2026 calendar year is hereby adopted as the Annual Operating Budget and Appropriations for the Village of Peninsula for the year 2026.

SECTION 2. That the Fiscal Officer is hereby authorized and directed to certify a copy of the within Annual Operating Budget and Appropriation Resolution to the Fiscal Officer of the County of Summit, Ohio as required by law.

SECTION 3. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall take effect and be in force as of the earliest date permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2026.

Passed: _____
Daniel Schneider, Jr., Mayor

Attest: _____
Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2026.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 2026, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Katie Iaconis, Fiscal Officer

1000 GENERAL FUND

POLICE DEPT.	
PERSONAL SERVICES	\$ 648,000.00
OTHER EXPENDITURES	\$ 285,000.00
MAINT. DEPT.	
PERSONAL SERVICES	\$ 17,090.00
OTHER EXPENDITURES	\$ 79,400.00
MAYOR/ADMINISTRATIVE DEPT.	
PERSONAL SERVICES	\$ 88,485.00
OTHER EXPENDITURES	\$ 23,000.00
LEGISLATIVE DEPT.	
PERSONAL SERVICES	\$ 45,620.00
OTHER EXPENDITURES	\$ 68,200.00
FINANCE DEPT.	
PERSONAL SERVICES	\$ 47,407.00
OTHER EXPENDITURES	\$ 44,950.00
LAND/BUILDINGS DEPT.	
PERSONAL SERVICES	\$ 8,312.00
OTHER EXPENDITURES	\$ 2,000.00
GENERAL GOVERNMENT OPERATIONS	
OTHER EXPENDITURES	\$ 96,055.00
TOTAL GENERAL FUND EXPENDITURES:	\$ 1,453,519.00

2011 SCMR FUND

MAINT. DEPT.	
PERSONAL SERVICES	\$ 120,450.00
OTHER EXPENDITURES	\$ 40,000.00
TOTAL SCMR FUND EXPENDITURES:	\$ 160,450.00

2901 ROAD LEVY FUND

MAINT. DEPT.	
PERSONAL SERVICE	\$ -
OTHER EXPENDITURES	\$ 51,000.00
TOTAL ROAD LEVY FUND EXPENDITURES:	\$ 51,000.00

2902 POLICE LEVY FUND

POLICE DEPT.	
PERSONAL SERVICE	\$ 125,000.00
OTHER EXPENDITURES	\$ 1,000.00
TOTAL POLICE LEVY EXPENDITURES:	\$ 126,000.00

4903 SD REPLACEMENT FUND

MAINT. DEPT.	
OTHER EXPENDITURES	\$ 100,000.00
TOTAL SD REPLACEMENT FUND EXPENDITURES:	\$ 100,000.00

TOTAL ALL FUNDS EXPENDITURES:	\$ 1,890,969.00
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VILLAGE OF PENINSULA, OHIO
ORDINANCE NO.: 05-2026
INTRODUCED BY: _____
DATE PASSED: _____

**AN ORDINANCE ESTABLISHING SECTION 125.08 OF THE ADMINISTRATIVE
CODE REGARDING MEETING VIDEO WITH AUDIO RECORDINGS
AND MEETING MINUTES**

WHEREAS, Council desires to establish an ordinance requiring Village public meetings to be video with audio recorded and the posting of such recordings within four business days of the meeting; and

WHEREAS, Council also desires to require by ordinance that the minutes for Village public meetings be approved and posted within two months of the date on which the meeting is held; and

WHEREAS, Council desires to establish Section 125.08 of the Administrative Code to accomplish the above directives.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby enacts Section 125.08 of the Administrative Code, as set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and/or in compliance with all legal requirements.

SECTION 3. This Ordinance shall be effective as of the earliest date provided for by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2026.

Passed: _____
Daniel Schneider, Jr., Mayor

Attest: _____
Katie Iaconis, Fiscal Officer

Approved as to Legal Form. _____
Bradric T. Bryan, Solicitor

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2026.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Ordinance was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 2026, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Katie Iaconis, Fiscal Officer

125.08 MEETING VIDEO WITH AUDIO RECORDINGS AND MEETING MINUTES.

(a) As soon as the Village obtains the technology to do so, all Village public meetings shall be video recorded with audio. The unedited, raw, video with audio recordings shall be posted to the Village website, another publicly accessible site, and/or a public media channel within four business days of the meeting.

(b) Minutes for Village public meetings shall be approved and posted within two months of the date on which the meeting is held.

Prioritized Contract Tracking Table (All 9 Contracts)

Priority	Contract Name	Review By Date	Expiration Date	NOTES
1	PayByPhone Parking	3/10/2026	6/16/2026	Auto renew for one year periods unless cancelled in writing with at least 90 days
2	Wichert Insurance	3/10/2026	6/23/2026	Policy (including cybersecurity review). Fund transfer-\$100k limit is thin-verify internal "dual-authorization" for all Village wire transfers. IT Audit: Confirm that the Village's current digital security meets the "Minimum Standards" implied in the Cyber Policy (e.g., Multi-Factor Authentication), as failure to maintain these could jeopardize a claim. Financial Audit Prep: Ensure the 2025-2026 budget accounts for a potential "audit adjustment" at the end of the policy term if Village revenue or payroll grows
3	Solicitor (B. Bryan)	3/10/2026	12/31/2026	Recommend including 30 day notice period to any solicitor contract. Provides a buffer zone for Council.
	Other needed contracts	3/10/2026		Recommend job description and/or contract with Rita McMahon. Any others?
4	Republic Garbage	5/23/2026	11/22/2026	Planning Required-Recommend the request for proposal process early to give Village six months to leverage bids. Contract can be terminated w/cause only w/30 days written notice.
5	Village Engineer	6/30/2026	12/31/2026	Allows for immediate termination by either party. Potential risk for long-term projects like infrastructure proposals. Consider including a 30 day notice period and requirement for Project Status Handover Report upon termination to ensure continuity.
6	Terry Lumber Lease	12/1/2026	4/30/2027	Lease has 90 day non-renewal notice requirement or automatically renews.
7	Traffic Consulting	2/1/2028	9/12/2028	Contract can be terminated as of termination date with 90 days written notice prior to termination date or terminated anytime with 180 days written notice. Can terminate with cause 30 days prior. Reviews Sections 18 (record retention) and 19 (restrictive period preventing Village from hiring certain vendors or personnel after contract ends) in regards to their potential implications on Village and costs.
8	Hudson Dispatch	7/1/2027	12/31/2027	Consider requesting more a more detailed performance addendum, such as defined penalties or recourses if dispatch performance (response times, etc) drop
9	Boston Twp Police	7/1/2028	12/31/2028	Includes binding arbitration thus removing Village's ability to take Township to court over contract breaches.

ASSIGNMENT AND AMENDMENT TO THE COOPERATION AND SERVICE AGREEMENT

This Assignment and Amendment (the "Amendment") is made with effect June 16, 2022 (the "Amendment Effective Date") between PayByPhone Technologies Inc. ("PayByPhone"), PayByPhone US Inc. ("PayByPhone US"), and Village of Peninsula ("Client").

WHEREAS:

- A. PayByPhone and Client entered into the Cooperation and Service Agreement as of May 20, 2021 (the "Agreement"), for the provision of PayByPhone wireless applications to enhance the payment parking process at parking facilities and metered stalls owned and/or managed by Client;
- B. PayByPhone wishes to assign all of its rights, interests, and obligations in and to the Agreement to its wholly-owned State of Delaware subsidiary, PayByPhone US, and PayByPhone US wishes to assume all of such rights, interests, and obligations;
- C. Pursuant to Section 10.1 of the Agreement, an assignment of either party's rights or obligations under the Agreement requires the written consent of the other party; and
- D. Client agrees to consent to the assignment of the Agreement and the parties wish to amend the Agreement as set out herein with such amendments to be made effective as of the Amendment Effective Date;

THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PayByPhone, PayByPhone US and Client hereby agree as follows:

1. **Assignment and Assumption.** As of the Amendment Effective Date, PayByPhone shall assign to PayByPhone US and PayByPhone US shall assume all rights, interests, and obligations of PayByPhone under the Agreement. On such assignment and assumption, Client releases PayByPhone from any and all obligations under the Agreement and from any and all claims arising after the Amendment Effective Date. All references in the amended Agreement to "PayByPhone" will be read as references to PayByPhone US Inc. only. In the following limited circumstances, "PayByPhone" will also include PayByPhone Technologies Inc.:
 - a. To extend Client's obligations in sections 5 and 9 of the Agreement to cooperate in protecting intellectual property from unauthorized use and confidential information from disclosure to the intellectual property and confidential information of both PayByPhone and PayByPhone US.

The parties acknowledge that, following the Amendment Effective Date, where necessary, PayByPhone US will utilize PayByPhone's systems and technologies and will provide services under the amended Agreement under a license from PayByPhone.

2. **Deliverables for Assignment.** If required under the Agreement, PayByPhone US will, within a reasonable time following execution of this Amendment, deliver evidence of insurance coverage and business registrations to Client in the same or substantially similar form as the evidence PayByPhone provided prior to this Amendment.
3. **Force and Effect.** Except as set forth in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
4. **Priority Order.** In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Village of Peninsula

Signature: *Daniel R. Schmeider, Jr.*
Name: DANIEL R. SCHMEIDER, JR.
Title: MAYOR

PayByPhone Technologies Inc.

Signature: *Nick Hamill*
Name: Nick Hamill
Title: VP, Finance

PayByPhone US Inc.

Signature: *Roamy Valera*
Name: Roamy Valera
Title: President

Notice Address:
c/o PayByPhone Technologies Inc.
#403 - 1168 Hamilton St.
Vancouver, British Columbia, V6B 2S2

With a copy to: legal@paybyphone.com

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of May 20, 2021 (the "Effective Date") between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 - 1168 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and the Village of Peninsula, an Ohio municipal corporation which address is 1582 Main Street, Peninsula, Ohio 44264 ("Client").

RECITALS

The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

Section 2 FEES AND PAYMENTS

2.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.



2.2 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

2.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.4 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

Client agrees that PayByPhone will be the sole and exclusive provider of all mobile payment service applications (using whatsoever technology) for Client during the term of this agreement, including, but not limited to, all wireless payment applications employing wireless devices to pay for parking at the specific Client parking lots where PayByPhone is deployed pursuant to this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

4.1.1 Client agrees to provide adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client acting reasonably. Client agrees that signs will be hung and/or located near payment machines and/or at parking facilities enabled with the PayByPhone mobile payment services service. PayByPhone will provide the first round of signage for the initial implementation at Client's locations offering PayByPhone as mobile payment service provider. Client agrees to use PayByPhone's standard signage template for locations offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each pay station or two signs at each street zone location, plus one at each level of the parking structure without a pay station. Additionally, one decal will be placed on each pay station and/or meter. Client will be responsible for installation of all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement signs and decals which may be required in the future.

4.1.2 Standard PayByPhone signage template is included in the standard implementation project. Professional Services associated with custom signage or changes to standard signage are billable at the then current professional services rates. See Appendix B for sample rates. All signage must comply with the PayByPhone consumer branding standards.

4.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its



staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 Each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnified Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.



5.2 CUSTOMER INFORMATION

5.2.1 PayByPhone maintains complete records of all information and data collected or used by PayByPhone from, or relating to its customer in relation to this Agreement, including, without limitation, any data collected from customers upon registration of a PayByPhone account, data collected on parking transactions including financial information, data collected on customers' mobile devices, and derivative data used and stored in PayByPhone databases (the "User Data").

5.2.2 PayByPhone obtains, stores and uses such User Data only in accordance with applicable laws.

5.2.3 PayByPhone shall retain exclusive ownership of all rights, including Intellectual Property rights, in and to the User Data.

5.2.4 PayByPhone may provide to the Client from time to time, throughout the duration of this Agreement, part of the User Data for the following purposes:

- i) Such that the Client may use the User Data for parking enforcement;
- ii) In respect of any enforcement proceedings for parking citations or penalties issued by the Client during the Term of this Agreement until such time as any such proceedings are resolved; and
- iii) As the Client's internal and external auditors may reasonably request regarding compliance by PayByPhone with applicable laws and with its own privacy policy.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

6.1.1 This Agreement shall enter into force on the Effective Date and shall remain in force and effect for a period of three consecutive years (the "Initial Term") from the date signed unless earlier terminated in accordance with this Section 6.

6.1.2 Upon the termination of the Initial Term, the Agreement will automatically renew for one (1) or more additional terms of one (1) year each (each a "Renewal Term"), unless either party gives the other party at least ninety (90) days prior written notice of its intent to not renew the Agreement before the end of the then-current Term. The Initial Term and all Renewal Terms, if any, shall collectively be referred to as the "Term".

6.2 TERMINATION

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for thirty (30) days after the breaching party's receipt of notice of such breach.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

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DA5 08 26

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;
- ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

8.2 INDEMNIFICATION

Subject to Section 8.3, each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any and all third party claims, actions, losses (collectively, "Losses") resulting from or arising out of the Indemnifying Party's breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party's expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party's written consent, which shall not be unreasonably withheld.

8.3 LIMITATION OF LIABILITY

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

8.4 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each location via the PayByPhone BackOffice. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

Section 9 CONFIDENTIALITY

Neither party will disclose the other party's confidential or proprietary information, including User Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

- i) with the other party's consent;

Initials


- ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;
- iii) when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

- (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records;
- (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
- (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
- (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the consent of the other. Such consent may not be unreasonably withheld.

10.2 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employees. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.3 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of Ohio, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in the State of Ohio, and consent to the personal and exclusive jurisdiction and venue of these courts.

10.4 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.5 FORCE MAJEURE



If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.6 ENTIRE AGREEMENT

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.7 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instances) shall not be deemed a waiver of future enforcement of that or any other provision.

10.8 NOTICE

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.9 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.10 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.11 AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.12 SOPHISTICATED OF PARTIES

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.13 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.14 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

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PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

Village of Peninsula

Signature: *David R. Schneider Jr.*

Name: David Schneider, Jr.

Title: Mayor

Notice Address:
1582 Main Street
Peninsula, Ohio 44264

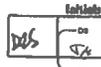
PayByPhone Technologies Inc.

Signature: *Jules Marshall*
DocuSigned by:
ACS4CAG19BACAAE

Name: Jules Marshall

Title: VP, Finance

Notice Address:
#403 - 1168 Hamilton St.
Vancouver, British Columbia, V6B 2S2



APPENDIX A

SERVICES TO BE PROVIDED:

PayByPhone Mobile Payment Service

SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by mobile phone or web-enabled device.
2. Activate and collect payment via credit or debit card for parking using PayByPhone in accordance with parking rates specified by the Client and the PayByPhone Terms and Conditions.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other wireless device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

One Time Setup Fees:	
Mobile payment services setup	\$1,500 ¹ Waived
Each locations setup after initial deployment phase	\$250
Integration with third party	N/A
Signage—PayByPhone will pay for first round of signage production at service launch	Included
Training, Consulting, marketing, 24x7x365 customer support	Included
Park Enforce Enforcement Application	Included
Initial Dynamic Label Background	\$1,500 Waived
Monthly Fees:	
Monthly minimum for the months of April to October only (waived for first three months and waived from November to March)	\$250.00/mo. ²
Per-Transaction Charges:	
Fee On-Top Pricing³	
Daily Parking: Client pays to PayByPhone per transaction (Convenience fee of \$0.30 charged to driver by Client.)	\$0.30
Annual Parking: Client pays to PayByPhone per transaction (Convenience fee of \$4.50 charged to driver by Client.)	\$4.50
Merchant account fees:	
Client will serve as their own Merchant of Record	N/A ¹

NOTES:

1. One time set-up fee includes, but is not limited to configuration, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, marketing coordination. Setup fees invoiced at contract signing.
2. Monthly fees will apply during the months of April through October when mobile payment services fees (transaction charges) per calendar month total less than as specified here after the first three months from the Go-Live Date. Client is responsible for covering the difference between the monthly minimum and the total fees. "Go-Live Date" means the date on which PayByPhone's services are fully implemented and available for Client in accordance with the terms of this Agreement. For clarity, PayByPhone will not charge monthly minimum fees

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during the months of November, December, January, February, and March due to reduced seasonal parking activity. PayByPhone may revisit this waiver of monthly minimum fees at any time during this Agreement upon discussion with Client and commence charging monthly minimum fees upon thirty (30) days' prior notice to the Client.

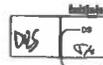
3. For per transaction pricing where convenience fee is added to driver's cost of parking, any change in the convenience fee will not affect the price the Client will pay to PayByPhone per transaction. The convenience fee may only be increased by mutual agreement of both parties.
4. Client's own credit card processing and merchant banking fees will apply.
5. For pricing option where the consumer does not pay any additional fee on top of the price of parking, uptake / usage of the PayByPhone service is significantly higher. The PayByPhone fees are more than off-set by increased volume, repeat usage by consumers who prefer this payment option, extensions to parking sessions paid remotely via PayByPhone and a reduction in cash handling and processing.
6. In the event that PayByPhone is the only form of payment, the client will be responsible for 100% of the call centre cost as a pass through.
7. All fees and charges are payable within 30 days of invoicing.



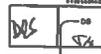
Appendix B

PayByPhone Professional Services Sample Rates Table & Definitions

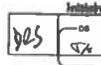
Resource	Office Hours Rate per hour	After Hours Rate per hour
Senior Architect	\$250	\$315
Senior Product Manager	\$250	\$315
Creative Services	\$200	\$250
Project Manager	\$200	\$250
Programmer / Developer	\$200	\$250
Implementation Manager	\$175	\$225
Consumer Adoption Strategist	\$150	\$200
Application Trainer	\$125	\$150
Support Agent	\$125	\$150
Tester	\$125	\$150



Resource	Descriptions
Senior Architect	A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.
Senior Product Manger	A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, client and client management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.
Creative Services	The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the client's parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.
Project Manager	A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.
Implementation Manager	Manage / coordinate and implement ALL technical aspects required to set up the project. Liaise with Parking Operator staff to ensure data is complete and correct. Coordinate internal development resources and provide updates to project management and commercial team on timing, dependencies etc. Manages the pickle process. Provide technical training to client personnel.
Consumer Adoption Strategist	A PayByPhone Consumer Adoption Strategist will work with the key client contacts to develop and implement a plan to maximize the client's goals for the PayByPhone service. Learning from hundreds of client implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.

Initials


Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritize any issues/bugs found and work closely with the Software Development team for a resolution.



Village of Peninsula

Insurance and Risk Management Proposal

Policy Period: June 23, 2025- June 23, 2026

Carriers: Selective Insurance Company
State National Insurance Company

Presented By: Richard A. Studenic, CPCU



1200 Graham Road
Cuyahoga Falls, OH 44224
www.wichert.com

Village of Peninsula

PREMIUM SUMMARY

I.	Property.....	Included
II.	Inland Marine.....	Included
III.	Crime.....	Included
IV.	Automobile.....	Included
V.	General Liability.....	Included
VI.	Public Officials/Employment Practices Liability.....	Included
VII.	Law Enforcement Liability.....	Included
VIII.	Umbrella Liability.....	Included
IX.	Cyber Liability.....	Included

Annual Premium\$74,286

COMPANIES:

**Selective Insurance Company
A.M. Best's Rating: A+: XV**

**State National Insurance Company
A.M. Best's Rating: A+: X
Cyber Liability**

Note: Includes Coverage for Certified Acts of Terrorism

Disclaimer: This presentation represents a general description of proposed insurance coverage. This summary is necessarily brief and is meant only as a supplement to the actual policies. The information presented limits itself to the highlights of various coverages and cannot be applied as a substitute for the actual insurance policies. Further clarification of coverages, conditions, or exclusions may be obtained from the specific insurance policies and forms.

Village of Peninsula

I. PROPERTY

A.	Blanket Buildings and Contents	\$2,589,209
B.	Equipment Breakdown.....	\$2,589,209
C.	Special Form Perils Including Theft.....	Included
D.	Replacement Cost Coverage.....	Included
E.	Coinsurance	Agreed Amount
F.	Deductible (disappearing).....	\$500
G.	Extensions:	
1.	Accounts Receivable	\$250,000
	Fire Department Actual Loss Sustained	
2.	Arson, Theft and Vandalism Rewards	\$25,000
3.	Automated External Defibrillators	\$10,000
4.	Back Up of Sewer, Drain or Sump Direct Damage.....	\$100,000
5.	Building Owner –Tenant Move Back Expenses	\$25,000
6.	Business Income/Extra Expense.....	Actual Loss Sustained
7.	Business Income at Newly Acquired Location	\$250,000
8.	Canine Coverage.....	\$10,000/\$25,000
9.	Claim Expenses.....	\$50,000
10.	Commandeered Property.....	Actual Loss Sustained
11.	Communication Equipment.....	\$100,000
	Fire Department.....	Actual Loss Sustained
12.	Computer Equipment and Electronic Data.....	\$100,000
	Fire Department.....	Actual Loss Sustained
12.	Computer – Virus or Harmful Code.....	\$25,000/\$75,000
13.	Confiscated Property – Any One Year	\$100,000
14.	Debris Removal	\$50,000
	Fire Department.....	Actual Loss Sustained
15.	Fine Arts	\$25,000
	Fire Department.....	Actual Loss Sustained
16.	Fire Extinguisher Equipment	Actual Loss Sustained
17.	Grave Markers & Headstones	\$25,000/\$50,000
18.	Installation Property.....	\$25,000
19.	Lock Replacement if keys are stolen	\$10,000
20.	Loss Reduction Rewards	
	10% of loss or maximum	\$25,000
21.	Mobile Equipment.....	\$25,000
22.	Money and Securities Off Premises/On Premises	\$25,000
23.	Newly Acquired or Constructed Buildings	\$2,000,000
	(if reported within 180 days)	
24.	Ordinance or Law (A) –Undamaged Parts of Building	Included in Bldg Limit
	(B) – Demolition Costs	\$500,000
	(C) – Increased Cost of Construction	\$500,000
	Ordinance or Law for Fire Dept (B & C).....	Actual Loss Sustained
25.	Outdoor Property.....	\$500,000
26.	Outdoor trees, shrubs & plants (\$2,500 any one item)	\$25,000/100,000

PROPERTY EXTENSIONS- CONTINUED

27.	Personal Effects	\$5,000/\$25,000
	Fire Department.....	Actual Loss Sustained
28.	Personal Property at Newly Acquired Locations	\$1,000,000
	(if reported within 180 days)	
29.	Personal Property at Unnamed Premises	\$100,000
30.	Pollutant Clean Up and Removal	\$25,000
	Fire Department.....	Actual Expenses Incurred
31.	Property In Transit	\$50,000
32.	Spoilage due to utility failure	\$25,000
33.	Tools & Equipment	\$10,000
34.	Underground Fiber Optic Cable	\$10,000/\$50,000
35.	Valuable Papers and Records	\$250,000
	Fire Department.....	Actual Loss Sustained

Coverage extensions apply to property located in or on the building described in the declarations or within 1,500 feet of the described premises

II. INLAND MARINE

A.	Contractor's Equipment	\$260,154
B.	Electronic Information Systems-Equipment.....	\$25,000
C.	Electronic Information Systems-Extra Expense.....	\$25,000
D.	All Risk – Deductible.....	\$500

III. CRIME

A.	Employee Theft Per Loss.....	\$500,000
B.	Faithful Performance of Duty.....	\$500,000
C.	Deductible.....	\$5,000
D.	Includes Treasurers/Tax Collectors	
E.	Excess over Statutory Bond Requirement	
F.	Inside the Premises- Theft of Money and Securities.....	\$25,000
G.	Inside the Premises- Robbery or Safe Burglary of Other Property....	\$25,000
H.	Outside the Premises	\$25,000
I.	Forgery & Alteration.....	\$25,000
J.	Deductible F-I	\$500
K.	Computer and Funds Transfer Fraud.....	\$50,000
L.	Deductible.....	\$1,000

IV. AUTOMOBILE LIABILITY

- A. Limit Per Occurrence\$1,000,000
 - 1. Combined Single Limit Bodily Injury and Property Damage Liability
 - 2. Uninsured/Underinsured Motorists\$1,000,000
 - 3. All Owned Autos
 - 4. Hired and Non-Owned Auto

- B. Comprehensive Deductible\$250
Per Schedule of Vehicles

- C. Collision Deductible\$500
Per Schedule of Vehicles

Extensions of Coverage:

- 1. Pollution exclusion does not apply to "emergency operations" or "training operations"
- 2. Hired Car Physical Damage- \$250,000 limit
- 3. Lease-Gap coverage included for any leased vehicle
- 4. Deductible reimbursement for volunteers' vehicles up to \$1,000
- 5. Deductible reimbursement for fire dept. volunteers vehicles up to \$2,500
- 6. Towing and Labor included
- 7. Freezing coverage for permanently attached equipment
- 8. Glass deductible waived for all vehicles

V. GENERAL LIABILITY

A. General Aggregate	\$3,000,000
B. Products/Completed Operations	\$3,000,000
C. Each Occurrence	\$1,000,000
D. Personal & Advertising Injury	\$1,000,000
E. Fire Damage	\$1,000,000
F. Medical Expense	Excluded
G. Employee Benefits Liability (\$1,000 ded.)	\$1,000,000
H. Employers Liability Stop-Gap.....	\$1,000,000

Additional Coverages Included:

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Employees, Elected Officials & Volunteers As Additional Insureds
5. Temporary Liquor Liability
6. Blanket Contractual Liability
7. Broad Form Property Damage
8. Hostile Fire Pollution Liability
9. Non-Owned Aircraft
10. Non-Owned Watercraft (without size limit)
11. Injunctive Relief Defense Expense - \$7,500
12. Emergency Services Errors & Omissions

Exclusions:

1. Riot, Civil Commotion or Mob Action
2. Inverse Condemnation
3. Asbestos
4. Injury to Volunteer Firemen
5. Law Enforcement Activities
6. Failure to Supply
7. Pollution

Village of Peninsula

VI. PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY

A. Limit Each Claim.....	\$1,000,000
B. Annual Aggregate.....	\$1,000,000
C. Deductible.....	\$5,000
D. Claims Made Coverage	
E. Loss of Wages	
Per Claim.....	\$100,000
Aggregate.....	\$250,000
F. Public Officials Non-Monetary Suit Defense	
Per Claim.....	\$10,000
Aggregate.....	\$50,000
G. Employment Practices Non-Monetary Suit Defense	
Per Claim.....	\$100,000
Aggregate.....	\$100,000

Includes:

1. Limited Civil Legal Expense Endorsement	
Per Claim.....	\$50,000
Aggregate.....	\$300,000
2. Regulatory Taking of Private Property Endorsement	
Per Claim.....	\$100,000
Aggregate.....	\$100,000
3. Property Damage Definition Endorsement	
Per Claim.....	\$100,000
Aggregate.....	\$100,000

VII. LAW ENFORCEMENT LIABILITY

A. Limit Each Person.....	\$1,000,000
B. Limit Each Occurrence.....	\$1,000,000
C. Annual Aggregate.....	\$1,000,000
D. Deductible.....	\$2,500

VIII. UMBRELLA

A. Limit Each Occurrence.....	\$2,000,000
B. Aggregate.....	\$2,000,000
C. Retention.....	Nil

Coverage over General Liability, Automobile Liability,
Law Enforcement Liability, Public Officials Liability, and
Employment Practices Liability

*Aggregate applies separately per location and to each line of coverage.
Umbrella Limit does not apply to any sub-limits under any underlying liability coverages.*

IX. CYBER LIABILITY

Cyber Incident Response

Incident Response Costs.....	\$1,000,000
Legal and Regulatory Costs.....	\$1,000,000
IT Security and Forensic Costs.....	\$1,000,000
Crisis Communication Costs.....	\$1,000,000
Privacy Breach Management Costs.....	\$1,000,000
Third Party Privacy Breach Management Costs.....	\$1,000,000
Post Breach Remediation Costs.....	\$50,000
Deductible.....	\$5,000

Cyber Crime

Electronic Theft of Financial Assets.....	\$100,000
Electronic Theft of Third Party Funds Held in Escrow.....	\$100,000
Electronic Theft of Personal Financial Assets.....	\$100,000
Extortion.....	\$1,000,000
Authorized Push Payment Fraud.....	\$100,000
Telephone Hacking.....	\$100,000
Unauthorized Use of Computer Resources.....	\$100,000
Deductible.....	\$5,000

System Damage and Business Interruption

System Damage and Rectification Costs.....	\$1,000,000
Income Loss and Extra Expense.....	\$1,000,000
Dependent Business Interruption.....	\$1,000,000
Claim Preparation Costs.....	\$25,000
Deductible.....	\$5,000
Waiting Period.....	8 Hours

Network Security & Privacy Liability

Network Security.....	\$1,000,000
Privacy Liability.....	\$1,000,000
Management Liability.....	\$1,000,000
Regulatory Investigation Costs.....	\$1,000,000
Merchant Services Liability.....	\$1,000,000
Deductible.....	\$5,000

Media Liability

Defamation.....	\$1,000,000
Intellectual Property Rights Infringement.....	\$1,000,000
Deductible.....	\$5,000
Retroactive Date.....	None



POLICY JACKET

STATE NATIONAL INSURANCE COMPANY, INC.
(A Stock Company)
1900 L. Don Dodson Drive
Bedford, TX 76021

This Policy is issued by CFC USA, Inc. in accordance with the authorization granted by the Insurer under the General Authority Agreement by the Insurer stated above. This Policy comprises a Policy Jacket, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.

In Witness whereof this Certificate has been signed by:

David Jeff *Mark Green*
Secretary President

THIS INSURANCE APPLIES TO CLAIMS EITHER FIRST DISCOVERED OR MADE DURING THE PERIOD OF THE POLICY OR APPLICABLE EXTENDED REPORTING PERIOD. LEGAL DEFENSE COSTS AND EXPENSES MAY REDUCE OR EXHAUST THE INSURED LIMIT.



DECLARATIONS

POLICY NUMBER: EHJ-ADN03400948
THE INSURED: Village of Peninsula
ADDRESS: 1582 Main Street
Peninsula, OH 44264
US
EFFECTIVE DATE: 12:01 A.M. Local Standard Time on 23 Jun 2025
EXPIRATION DATE: 12:01 A.M. Local Standard Time on 23 Jun 2026
TOTAL PAYABLE: USD2,130.00
Broken down as follows:
Premium: USD2,130.00
Policy Administration Fee: USD0.00
TRIA: USD0.00
BUSINESS ACTIVITIES: Municipality
LEGAL ACTION: Worldwide
TERRITORIAL SCOPE: Worldwide
INDEMNITY PERIOD: 6 months
WAITING PERIOD: 8 hours
RETROACTIVE DATE: Unlimited
OPTIONAL EXTENDED REPORTING PERIOD: 12 months for 100%, 24 months for 150%, or 36 months for 200%, of applicable annualized premium
APPROVED CLAIMS PANEL PROVIDERS: CFC Response
CYBER INCIDENT MANAGER: CFC Response
CYBER INCIDENT RESPONSE LINE: In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155 or email cyberclaims@cfc.com
THE INSURER: State National Insurance Company Inc.
WORDING: Cyber, Private Enterprise (CFC-CY-0037 11 19)
ENDORSEMENTS: Privacy Notice
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
Consequential Reputational Harm Extension
Endorsement
Customer Payment Fraud Extension Endorsement
Incident Response Outside Of The Policy Limit
Endorsement
System Damage And Rectification Costs Amendatory
Endorsement
System Failure Extension Endorsement



Additional Insureds Condition Endorsement
Betterment Exclusion Amendatory Endorsement
Hardware Replacement Costs Extension Endorsement
Media Liability Amendatory Endorsement
Policyholder Disclosure Notice Of Terrorism Insurance
Coverage
Schedule Of Information
Ohio Fraud Notice
War and Cyber War Exclusion Endorsement



DECLARATIONS

ALL INSURING CLAUSES COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim



SECTION G: POST BREACH REMEDIATION COSTS

Aggregate limit of liability: USD50,000 in the aggregate, subject to a maximum of 10% of all sums we have paid as a direct result of the **cyber event**

Deductible: USD0 each and every claim

INSURING CLAUSE 2: CYBER CRIME

SECTION A: ELECTRONIC THEFT OF YOUR FINANCIAL ASSETS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION B: ELECTRONIC THEFT OF THIRD PARTY FUNDS HELD IN ESCROW

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION C: ELECTRONIC THEFT OF PERSONAL FINANCIAL ASSETS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION D: EXTORTION

Aggregate limit of liability: USD1,000,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION E: AUTHORIZED PUSH PAYMENT FRAUD

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD5,000 each and every claim

SECTION F: TELEPHONE HACKING

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD5,000 each and every claim



SECTION G: UNAUTHORIZED USE OF COMPUTER RESOURCES

Aggregate limit of liability: USD100,000 in the aggregate
Deductible: USD5,000 each and every claim

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate
Deductible: USD5,000 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Aggregate limit of liability: USD1,000,000 in the aggregate
Deductible: USD5,000 each and every claim

SECTION C: DEPENDENT BUSINESS INTERRUPTION

Aggregate limit of liability: USD1,000,000 in the aggregate
Deductible: USD5,000 each and every claim

SECTION D: CLAIM PREPARATION COSTS

Aggregate limit of liability: USD25,000 in the aggregate
Deductible: USD0 each and every claim

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and expenses
Deductible: USD5,000 each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and expenses
Deductible: USD5,000 each and every claim, including costs and expenses



SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and expenses
Deductible: USD5,000 each and every claim, including costs and expenses

SECTION D: REGULATORY INVESTIGATION COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and expenses
Deductible: USD5,000 each and every claim, including costs and expenses

SECTION E: MERCHANT SERVICES LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and expenses
Deductible: USD5,000 each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and expenses
Deductible: USD5,000 each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and expenses
Deductible: USD5,000 each and every claim, including costs and expenses

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



PRIVACY NOTICE

As a policyholder of State National Insurance Company, Inc., you may remember that you purchased your State National Insurance Company, Inc. policy from an insurance agent. Please understand that the agent from whom you purchased your State National Insurance Company, Inc. policy is not affiliated with State National Insurance Company, Inc., but rather is a separate legal entity. In the process of purchasing your State National Insurance Company, Inc. policy, you may have provided your insurance agent with various information, including nonpublic personal information about yourself. You did not provide any such information directly to State National Insurance Company, Inc., but on occasion we may receive such information from your insurance agent. This statement is intended to explain and disclose State National Insurance Company, Inc.'s policies and practices regarding the collection, disclosure and protection of such information.

State National Insurance Company, Inc. will provide customers like yourself with a copy of our privacy policy at the beginning of our relationship and annually thereafter, unless and until our relationship ends. As our products and services continue to evolve, it may be necessary to review and revise our privacy policies, in which case we will provide you with an updated privacy notice.

i. Financial Information Collected

During the ordinary course of our business, State National Insurance Company, Inc. may – as explained above – collect information about you from the following sources:

- o Information the insurance agent receives from you on applications or other forms;
- o Information about your transactions (including claims) with us, our affiliates and others; and
- o Information we receive from other agents, brokers, administrators, insurance support agencies, legal counsel, consumer reporting agencies and government reporting agencies.

ii. Financial Information Disclosed

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

iii. Parties To Whom Information is Disclosed

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

iv. Confidentiality and Security of Information

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your information.

v. Access to and Correction of Your Information



You may write to us if you have any questions about the information that we may have in our records about you. We will respond within 30 business days from the date such request is received to your inquiry. If you wish, you may review this information in person or receive a copy at a reasonable charge. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information.

We value your business. This statement is for your information. No response is necessary.



**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



CONSEQUENTIAL REPUTATIONAL HARM EXTENSION ENDORSEMENT

ATTACHING TO POLICY EHJ-ADN03400948
NUMBER:
THE INSURED: Village of Peninsula
WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following amendments are made to this Policy:

1. The following SECTION is added to **INSURING CLAUSE 3** in the Declarations page:

SECTION: CONSEQUENTIAL REPUTATIONAL HARM

Aggregate limit of liability: USD1,000,000 in the aggregate
Deductible: USD5,000 each and every claim

2. The following SECTION is added to **INSURING CLAUSE 3**:

SECTION: CONSEQUENTIAL REPUTATIONAL HARM

We agree to reimburse you for your reputational harm income loss sustained during the reputational harm period as a direct result of:

- a. the loss of current or future customers; or
- b. your client suspending or terminating their contract with you;

caused solely as a result of a cyber event first discovered by you during the period of the policy.

3. The following DEFINITIONS are added:

"Reputational harm income loss" means

your income (less sales tax) that would have been earned during the reputational harm period that is permanently lost as a direct result of:

- a. the loss of current or future customers; or
- b. your client suspending or terminating their contract with you;

less any cost savings achieved as a direct result of the reduction in income.

"Reputational harm period" means

the period starting from when the cyber event is first discovered and lasting for 12 months.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



CUSTOMER PAYMENT FRAUD EXTENSION ENDORSEMENT

ATTACHING TO POLICY EHJ-ADN03400948

NUMBER:

THE INSURED: Village of Peninsula

WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following amendments are made to this Policy:

1. The following SECTION is added to INSURING CLAUSE 2 in the Declarations page:

SECTION: CUSTOMER PAYMENT FRAUD

Aggregate limit of liability: USD50,000 in the aggregate
Deductible: USD5,000 each and every claim

2. The following SECTION is added to INSURING CLAUSE 2:

SECTION: CUSTOMER PAYMENT FRAUD

We agree to reimburse you for loss, including outstanding debts and the cost of reimbursing your existing customers for their financial loss, as a direct result of any phishing, vishing or other social engineering attack against any existing customer of yours arising as a direct result of any cyber event first discovered by you during the period of the policy.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

INCIDENT RESPONSE OUTSIDE OF THE POLICY LIMIT ENDORSEMENT

ATTACHING TO POLICY EHJ-ADN03400948

NUMBER:

THE INSURED: Village of Peninsula

WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following amendments are made to this Policy:

1. The words "ALL INSURING CLAUSES COMBINED" stated in the Declarations page are deleted and replaced with "INSURING CLAUSES 2-6 COMBINED".

2. The following is added to **INSURING CLAUSE 1** in the Declarations page:

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

3. "HOW MUCH WE WILL PAY" is deleted in its entirety and replaced with the following:

HOW MUCH WE WILL PAY

The maximum amount payable by us under this Policy in total across all Insuring Clauses will not exceed the **policy limit** plus the **incident response limit**.

The maximum amount payable by us in respect of each Section and each Insuring Clause will not exceed the **insured limit** for that Section or Insuring Clause.

Where cover is provided under multiple Sections of one or more Insuring Clauses, the maximum amount we will pay in total for that claim is the amount of the highest **insured limit** of the Sections under which cover is provided plus the **incident response limit**.

Where more than one claim under this Policy arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **insured limit** and **incident response limit** will be applicable.

4. The "Policy limit" DEFINITION is deleted in its entirety and replaced with the following:

"Policy limit" means

the aggregate limit of liability for **INSURING CLAUSES 2 - 6** combined as stated in the Declarations page.

5. The following DEFINITION is added:

"Incident response limit" means



the aggregate limit of liability for all Sections combined of INSURING
CLAUSE 1 as stated in the Declarations page.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



SYSTEM DAMAGE AND RECTIFICATION COSTS AMENDATORY ENDORSEMENT

ATTACHING TO POLICY EHI-ADN03400948

NUMBER:

THE INSURED: Village of Peninsula

WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that **INSURING CLAUSE 3 (SECTION A only)** is deleted in its entirety and replaced with the following:

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse you for the additional cost of employing:

- a. contract staff or overtime costs for **employees** to rebuild **your data**, including the cost of data re-entry or data re-creation;
- b. specialist data recovery consultants, including IT forensic consultants, to recover **your data** or applications; and
- c. specialist consultants or overtime costs for **employees** working within **your IT department** to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by you during the **period of the policy**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



SYSTEM FAILURE EXTENSION ENDORSEMENT

ATTACHING TO POLICY EHI-ADN03400948
NUMBER:
THE INSURED: Village of Peninsula
WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following amendments are made to this Policy:

1. **INSURING CLAUSE 3 (SECTION B)** is deleted in its entirety and replaced with the following:

SECTION B: INCOME LOSS AND EXTRA EXPENSE

We agree to reimburse you for your income loss and extra expense sustained during the indemnity period as a direct result of an interruption to your business activities arising directly out of any sudden, unexpected and continuous outage of your computer systems which is first discovered by you during the period of the policy, provided that the computer systems outage lasts longer than the waiting period and arises directly out of any cyber event or system failure.

2. **INSURING CLAUSE 3 (SECTION C)** is deleted in its entirety and replaced with the following:

SECTION C: DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse you for your income loss and extra expense sustained during the indemnity period as a direct result of an interruption to your business activities arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a supply chain partner which is first discovered by you during the period of the policy, provided that the computer systems outage lasts longer than the waiting period and arises directly out of any cyber event or system failure.

3. The "**Cyber event**" **DEFINITION** does not mean any system failure.
4. The "**Income loss**" **DEFINITION** is deleted in its entirety and replaced with the following:

"Income loss" means

your income that, had the cyber event or system failure which gave rise to the claim not occurred, would have been generated directly from your business activities (less sales tax) during the indemnity period, less:

- a. actual income (less sales tax) generated directly from your business activities during the indemnity period; and
- b. any cost savings achieved as a direct result of the reduction in income.

5. The following DEFINITION is added to this Policy:

"System failure" means

any sudden, unexpected and continuous outage of **your computer systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

However, in respect of **INSURING CLAUSE 3 (SECTION C only)**, **system failure** also means any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

"System failure" does not mean a **cyber event**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



ADDITIONAL INSURED CONDITION ENDORSEMENT

ATTACHING TO POLICY EHJ-ADN03400948

NUMBER:

THE INSURED: Village of Peninsula

WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following **CONDITION** is added to this Policy:

Additional Insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by you, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the claim prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before we indemnify any additional insured they must:

- a. prove to us that the **claim** arose solely out of an act, error or omission committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by us as if they were a **third party** and not as an insured.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



BETTERMENT EXCLUSION AMENDATORY ENDORSEMENT

ATTACHING TO POLICY EHJ-ADN03400948
NUMBER:
THE INSURED: Village of Peninsula
WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following is added to the "Betterment" EXCLUSION:

However, in the event of a hacking attack, malware infection or computer virus, when rebuilding your computer systems we will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected computer system, provided that the maximum amount we will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will we pay the cost of acquiring or installing computer systems which did not form a part of your computer systems immediately prior to the incident which gave rise to the claim.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

HARDWARE REPLACEMENT COSTS EXTENSION ENDORSEMENT

ATTACHING TO POLICY EHI-ADN03400948
NUMBER:
THE INSURED: Village of Peninsula
WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 3** in the Declarations page:

SECTION: HARDWARE REPLACEMENT COSTS

Aggregate limit of USD1,000,000 in the aggregate liability.
Deductible: USD5,000 each and every claim

2. The following **SECTION** is added to **INSURING CLAUSE 3**:

SECTION: HARDWARE REPLACEMENT COSTS

We agree to pay on your behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of your computer systems that have been damaged as a direct result of a cyber event first discovered by you during the period of the policy, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto your existing hardware.

3. The "Betterment" and "Property and hardware costs" **EXCLUSIONS** will not apply to the **HARDWARE REPLACEMENT COSTS SECTION** of **INSURING CLAUSE 3**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



MEDIA LIABILITY AMENDATORY ENDORSEMENT

ATTACHING TO POLICY EHJ-ADN03400948
NUMBER:
THE INSURED: Village of Peninsula
WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following amendments are made to this Policy:

1. The "Media content" DEFINITION is deleted in its entirety and replaced with the following:

"Media content" means

any content created or disseminated by you or on your behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

"Media content" does not include any:

- a. tangible product design;
 - b. industrial design;
 - c. architectural or building services;
 - d. advertisement created by you for a third party;
 - e. business, company, product or trading name;
 - f. product packaging or labelling; or
 - g. software products.
2. The "Product IP infringement" EXCLUSION will apply to INSURING CLAUSE 5.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY EHI-ADN03400948
NUMBER:

THE INSURED: Village of Peninsula

WITH EFFECT FROM: 23 Jun 2025

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(f) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



SCHEDULE OF INFORMATION

ATTACHING TO POLICY EHJ-ADN03400948

NUMBER:

THE INSURED: Village of Peninsula

WITH EFFECT FROM: 23 Jun 2025

The information stated below has been provided to us as part of your application for this Policy. It is important that this information is correct as we may seek to avoid this Policy or reject a claim in the event of any reckless or deliberate non-disclosure or misrepresentation.

If any of the information below is incorrect, please contact us as soon as is reasonably practicable.

1. Company web address: villageofpeninsula-oh.gov
2. Number of employees: 9
3. Annual revenue: USD2,820,381
4. You have not experienced a **cyber event** in the past three years that has resulted in a direct financial loss of more than USD10,000
5. You have not had any legal action brought or threatened against you in the last five years as a direct result of a **cyber event**
6. You have not had any regulatory action initiated against you in the last five years as a direct result of a **cyber event**
7. You are not involved in the direct supply of goods or services to the cannabis industry, nor are you involved directly with the use or supply of cryptocurrency

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



OHIO FRAUD NOTICE

ATTACHING TO POLICY NUMBER: EHJ-ADN03400948
THE INSURED: Village of Peninsula
WITH EFFECT FROM: 23 Jun 2025

FRAUD NOTICE

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

WAR AND CYBER WAR EXCLUSION ENDORSEMENT

ATTACHING TO POLICY EHJ-ADN03400948

NUMBER:

THE INSURED: Village of Peninsula

WITH EFFECT FROM: 23 Jun 2025

It is understood and agreed that the following amendments are made to this Policy

1. The "War" EXCLUSION is deleted in its entirety and replaced with the following:

War and cyber war

arising directly or indirectly out of:

- a. war; or
- b. cyber war.

However, part b. above will not apply to:

- a. INSURING CLAUSE 1 (SECTION A only); and
- b. that part of any claim relating to any computer systems which are physically located outside of an impacted state.

2. The following DEFINITIONS are added:

"Cyber war" means

any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of a state, that directly results in another state becoming an impacted state.

"Impacted state" means

any state that suffers a major detrimental impact on its:

- a. ability to function; or
- b. defense and security capabilities;

as a direct result of any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of another state.

"State" means

sovereign state.

"War" means

any physical:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in



hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

- c. insurrection, rebellion, usurped power, or action taken by governmental authority in hindering or defending against any of these.

3. The following **CONDITION** is added:

Dispute resolution

All disputes or differences between you and us will be referred to mediation or arbitration and will take place in the State of the United States of America where the company named as the insured in the Declarations page is domiciled.

In respect of any arbitration proceeding we will follow the applicable rules of the arbitration association in the State of the United States of America where the company named as the insured in the Declarations page is domiciled, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single arbitrator will be appointed who will be mutually agreed between you and us. If you and we cannot agree on a suitable appointment then we will refer the appointment to the applicable arbitration association.

Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between you and us unless the arbitration award provides otherwise.

Nothing in this Condition is intended to remove your rights under the "Choice of law" **CONDITION**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

LEGAL SERVICES CONTRACT FOR VILLAGE SOLICITOR AND PROSECUTOR

This Agreement is entered into this 11 day of February, 2025, by and between the Village of Peninsula, Ohio ("Village"), an Ohio municipal corporation, and Bradric Bryan of Goodwin & Bryan, LLP, 22050 Mastick Road, Fairview Park, Ohio 44126, an attorney licensed to practice law in the State of Ohio.

WHEREAS, Section 733.48 of the Ohio Revised Code provides the Village Council may provide legal counsel for the Village; and

WHEREAS, Bradric Bryan is an attorney and partner with the law firm of Goodwin & Bryan, LLP who was first appointed as the Village's Solicitor and Prosecutor on March 21, 2016 and has been reappointed pursuant to successor agreements since that time; and

WHEREAS, the parties' current Solicitor and Prosecutor agreement expires on March 31.

NOW THEREFORE, the Village, through its Mayor and as Certified by its Fiscal Officer, hereby enters into the within Agreement regarding Bradric Bryan of Goodwin & Bryan, LLP's service as the Solicitor and Prosecutor for the Village, as follows.

1. Term. This Solicitor and Prosecutor Agreement is effective April 1, 2025 and shall expire on December 31, 2026. This Agreement may be terminated by either party at any time with the provision of written notice to the other party.

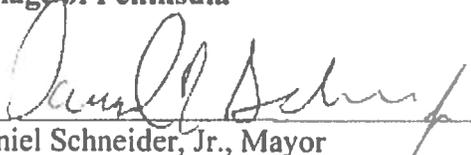
2. Scope of Work and Compensation. Mr. Bryan, or an attorney from Goodwin & Bryan, LLP, shall regularly attend Regular and Special Council, Planning Commission, and BZA Meetings, and perform all necessary Solicitor and prosecutorial work for the Village, except as otherwise authorized by Council or pursuant to any Village contractual or insurance agreements. Such services shall be performed in accordance with and for the compensation set forth in the most current Village Employee Position List and Wage Scale Ordinance.

Bradric Bryan/Goodwin & Bryan, LLP

Village of Peninsula



Bradric T. Bryan, Attorney and Partner



Daniel Schneider, Jr., Mayor

Certificate of Fiscal Officer

I, the undersigned Fiscal Officer of the Village, hereby certify that the amount of money required to meet the Village's obligations under this agreement has been or will be lawfully appropriated for such purposes and is either in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.



Katie Iaconis, Fiscal Officer

Item	Category	Subject	Assigned to	Plan	Priority	Notes	Related to Planning
1	Policy	Cybersecurity Policy	Dick - Policies & Procedures	Due July	In process	Create cybersecurity policy and process	
2	Public Safety	Safety (speed, utilities, etc.)	Mayor	Feb Meetings	In process	Speed issues; utilities; speed signs; expand 25 mph zone; nighttime enforcement concerns	
3	Governance	Rules of Council	Dick - Policies & Procedures	January - February	COMPLETE	Review and update rules	
4	Communication	Video recording and teleconferencing capabilities	Amy & Mayor	March Meeting	In process	Update equipment in Village Hall to allow posting of meeting videos on website, teleconferencing capabilities and presenting content on a screen	
5	Infrastructure	Water District	Mayor & ?	March Meeting		Water system planning	Yes
6	Zoning / Enforcement	STRs (Short-Term Rentals)	Moe	March Meeting	In process	Owner-occupied?; revenue (fees, bed tax); expenses (inspection, enforcement); complaint process; enforcement gaps; occupancy limits; age of children; overflow parking; cap on cars; monitoring after hours; avoid Bath-type issues	Yes
7	Infrastructure	Wastewater / Sewer Project	Mayor & ?	TBD		Committee?; monitor project; ensure pedestrian/bike path; protect trees/sidewalks; traffic management during construction	Yes
8	Land Use	General Die Casters Property & Player's Barn Property	Amy & Moe Liaisons	TBD		Purchase?; affordability; contamination concerns; buried barrels; environmental risk. PB Agreed upon plan and timeline	Yes
9	Operations	Building & Grounds	Amy & Moe Liaisons	TBD		General maintenance	
10	Policy	Record Retention Policy and Public Records Process	Dick - Policies & Procedures	TBD	In process	Create/update retention policy; related to transparency. Improve transparency; address public records processes; much can be completed in one meeting	
11	Communication	Communication Improvements Including Village hall sign				Improve communication between leadership and residents/businesses. Enhance push communications, simple agenda notices, feedback loop/form. "Always on" survey or update form for better reporting. Install events sign (non-electronic)	
12	Finance	Standard Financial Reports	Dan - Finance Liaison	Q1	In process	Establish or improve reporting	
13	Finance	Contract Review	Jodi		In process	Review existing contracts; establish process	
14	Finance	Police Force Budget Review				Understand vehicle utilization and general spends. Public wonders why we have so many cars in the parking lot?	
15	Governance / Ordinances	Peninsula Ordinances	Amy - Planning Liaison		Area Master Plan	Create or update ordinances; Include BZA and Planning rules	Yes
16	Governance / Ordinances	Noise Ordinance / Enforcement?				Prohibit roosters in Village center? Rooster complaints and garbage trucks pre-7am	Yes
17	Governance / Ordinances	Dark Sky Ordinance				Adopt dark sky protections	Yes
18	Infrastructure	Stormwater Runoff			New	Evaluate and recommend solutions to maintain appropriate stormwater runoff solutions	Yes
19	Infrastructure	303 Project/Main Street Infrastructure Review			Area Master Plan	Preserve sandstone sidewalks; review speed zone; install pedestrian lights; add street trees; gather public feedback	Yes
20	Infrastructure	West Mill Sidewalk Improvements			Area Master Plan	Coordinate with NPS on sidewalk; Sidewalk Improvements (W. Mill to Locust)	Yes
21	Infrastructure / Finance	303 Project Funding			Area Master Plan	Track and manage state funding	Yes
22	Infrastructure / Parking	Alternate Parking Options - Partnerships			Area Master Plan	Promote Pine Lane, Deep Lock Quarry, Canal Visitor Center, North Rim MTB lot; install distance signage	Yes
23	Infrastructure / Parking	Parking (General)			Area Master Plan	Define how much is enough. Explore alternatives for peak days or events. Count public parking; usage timeline; promote existing parking; pave/stripe N. Locust lot; signage; keep paid parking but add pay stations	Yes
24	Intergovernmental	CVNP / Conservancy				Coordination with CVNP/Conservancy	
25	Intergovernmental	JEDD - Clarity & Opportunity	Liaisons		Area Master Plan	Financial review of JEDD impact and oversight of what's next	
26	Master Plan	Economic / Community Outcomes			Area Master Plan	More long-term residents; more businesses; RITA Income, Monitor Occupancy rates and vacant properties	Yes
27	Master Plan	Village Master Plan Implementation			Area Master Plan	Create plan to implement goals of the Master Plan. Short-term/quick wins. Example : Streetscapes- Plant street trees north and south Locust	Yes
28	Public Safety	Maintaining Public Trust in Uncertain Times				Confirming our police and 911 services are prepared to effectively handle issues that might arise because of immigration enforcement federal agency (ICE)	
29	Zoning	Zoning Changes to Protect Village Character			Area Master Plan	Review and implement zoning changes	Yes
30	Zoning / Preservation	Historic Preservation Overlay Enforcement			Long-Range Plan	Stronger enforcement, education for residents and business within the district. Sustainable education for new property owners	Yes