

# RECORD OF PROCEEDINGS

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

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**Held** **August 4,** **2025**

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Chair Kevin Cavener called the Regular Meeting of the Mifflin Township Board of Trustees to order at 10:00 a.m. with Trustee Richard Angelou, Fire Chief Brian Dunlevy, Police Chief David Briggs, Assistant Fiscal Officer Cynthia Lampkins, Service Director Roger Boggs, HR Director Mindy Owens, and IT Director Craig Main present. Vice Chair Jamie Leeseberg arrived during the Trustees' Comments portion of the meeting. Fiscal Officer Kelly Cararo was absent.

Visiting was Darlene Wildes, 256 Muskingum Dr., Gahanna.

## **TRUSTEES' COMMENTS:**

Trustee Angelou recognized today's birthdays of former President Barack Obama and former Mifflin Township elected official Joseph Spanovich.

Chair Cavener stated there was a major fight between two gang members in the unincorporated area. There was a big brawl, shots were fired, but no one was hit. He said it was reported that the attorney and judges have been instructed to call these crimes misdemeanors which allow the perpetrators back on the streets and not in jail. He said that this is the prime reason it is so important to put the Mifflin Township police levy back on the November ballot.

Chair Cavener welcomed Darlene Wildes. She will be the new Fiscal Officer in a week. She will finish where Ms. Cararo left off and will get the books straight, he said.

## **VISITORS' COMMENTS:**

Ms. Wildes said she is looking forward to starting with the township as the new Fiscal Officer.

## **MINUTES & WARRANTS:**

Chair Cavener requested a motion to approve the Regular Meeting Minutes of July 22, 2025, Special Meeting Minutes of July 24, 2025, and Special Meeting Minutes of July 30, 2025, via Consent Agenda.

## **Res. 116-25 Via Consent Agenda, approve the Regular Meeting Minutes of July 22, 2025, Special Meeting Minutes of July 24, 2025, and Special Meeting Minutes of July 30, 2025.**

Vice Chair Leeseberg moved via Consent Agenda to approve the Regular Meeting Minutes of July 22, 2025, Special Meeting Minutes of July 24, 2025, and Special Meeting Minutes of July 30, 2025, via Consent Agenda. Mr. Angelou seconded the motion. All voted yea. Motion carried.

## **CORRESPONDENCE:**

There was no correspondence.

## **FINANCE:**

Ms. Lampkins said there are no reports today. She said that Fiscal Officer Cararo has stated that the numbers will need to be corrected once the reconciliation for 2024 has been completed and approximately sixty transactions get entered or corrected. Also, the budget will need to

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be amended as well and with the new Fiscal Officer coming on board, we hope to have that process completed swiftly.

## **HUMAN RESOURCES:**

Ms. Owens requested the approval of a 3% pay raise for Cynthia Lampkins, Assistant Fiscal Officer, effective pay period August 3, 2025.

## **Res. 117-25 Approve a 3% pay raise for Cynthia Lampkins, Assistant Fiscal Officer, effective pay period August 3, 2025.**

Chair Cavener moved to approve a 3% pay raise for Cynthia Lampkins, Assistant Fiscal Officer, effective pay period August 3, 2025. Mr. Angelou seconded the motion. All voted yea. Motion carried.

Ms. Owens provided updates from her handout. (See attachment.)

## **SERVICE:**

Mr. Boggs provided updates. (See attachment.)

## **CODE ENFORCEMENT:**

Mr. Boggs requested the approval of the following code violations to be placed as a lien on the tax duplicate per ORC §505.87(B)(2), totaling \$1,500 for the following properties:

1.	2399 Lindale Rd.	High Grass	\$300.00
2.	2557 Perdue Ave.	High Grass	\$300.00
3.	3780 E. Genessee Ave.	High Grass	\$300.00
4.	3790 Armuth Ave.	High Grass	\$300.00
5.	1834 Mifflin St.	High Grass	\$300.00

## **Res. 118-25 Approve the code violations be placed as a lien of the tax duplicate per ORC §505.87(B)(2), totaling \$1,500 for the properties listed.**

Vice Chair Leeseberg moved to approve code violations be placed as a lien of the tax duplicate per ORC §505.87(B)(2), totaling \$1,500 for the properties listed. Chair Cavener seconded the motion. All voted yea. Motion carried.

Chair Cavener asked how many are repeat violators and how high does the grass need to be to be considered too high? Mr. Boggs replied that if the grass is more than 12 inches it can be tagged. If a vacant lot, grass growing 2 feet high, will also be tagged. Mr. Boggs said the first property on the list is a repeat violator.

Mr. Boggs said that prior to today's meeting he met with Deputy Director Sara Palmroy, who also prosecuted downtown. She was put in charge of the nuisance abatement program for Franklin County. On Wednesday, he and Ms. Palmroy will drive around and look at repeat violators and discuss applicable charges. He said he needs a letter from Franklin County billing before he can move forward, however.

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Mr. Boggs said he has the title for the machinery in the garage. He is researching posting the machinery in the OTA classified ads for \$20 for two months. He said another option is to post it on govdeals.com. He will provide an update as to which method he selected at the next meeting.

Mr. Boggs provided updates. (See attachment.)

## **POLICE:**

Chief Briggs said they were dispatched to the scene of an incident that happened last night; a priority run involving 30 – 40 people. He said there was a physical altercation, at least three gunshots were fired. With one person with a bat and another with a taser, the police officer had to physically fight them. Seven were detained at the scene and all but two or three juveniles were released. The juvenile detention center accepted only one juvenile based off of a score required to lock them up. Mr. Cavener said he wants to know what score requires them to be locked up. He said that information will be nice for the public to know.

Chief Briggs requested approval for Officer Seth Howard to work as Officer in Charge as needed. Specific duties will be outlined for Officer Howard. This is a temporary designation until further notice. Compensation will be one hour at his regular pay rate for every 72 hours assigned, prorated accordingly.

**Res. 119-25 Approve Officer Seth Howard to work as Officer in Charge as needed. Specific duties will be outlined for Officer Howard. This is a temporary designation until further notice. Compensation will be one hour at his regular pay rate for every 72 hours assigned, prorated accordingly.**

Chair Cavener moved to approve Officer Seth Howard to work as Officer in Charge as needed. Specific duties will be outlined for Officer Howard. This is a temporary designation until further notice. Compensation will be one hour at his regular pay rate for every 72 hours assigned, prorated accordingly. Mr. Angelou seconded the motion. All voted yea. Motion carried.

Chief Briggs stepped out to take a phone call.

## **FIRE:**

Chief Dunlevy requested approval to renew the annual Vector Solution Agreement in the amount of \$10,428.80.

**Res. 120-25 Approve the renewal of the annual Vector Solution Agreement in the amount of \$10,428.80.**

Vice Chair Leeseberg moved to approve the renewal of the annual Vector Solution Agreement in the amount of \$10,428.80. Chair Cavener seconded the motion. All voted yea. Motion carried.

Chief Dunlevy requested approval to move funds in the amount of \$79,000 from account: 4901-761-541100 OPS Center Improvements, into account: 1000-250-523234 OPS Center Facility parts, service, and repairs.

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Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

Held

**August 4,**

2025

**Res. 121-25 Approve the moving of funds in the amount of \$79,000 from account: 4901-761-541100 OPS Center Improvements, into account: 1000-250-523234 OPS Center Facility parts, service, and repairs.**

Chair Cavener moved to approve the moving of funds in the amount of \$79,000 from account: 4901-761-541100 OPS Center Improvements, into account: 1000-250-523234 OPS Center Facility parts, service, and repairs. Mr. Angelou seconded the motion. All voted yea. Motion carried.

Chief Dunlevy provided updates. (See attachment.)

**OPS CENTER:**

Chief Dunlevy requested approval to replace batteries on Uninterrupted Power Supply (UPS) from Vertiv Corporation in the amount of \$13,443.29. He said that the RCOG will split the cost with the township, and the Gahanna Police will cover \$2,000 of the cost.

**Res. 122-25 Approve the replacement of batteries on Uninterrupted Power Supply (UPS) from Vertiv Corporation in the amount of \$13,443.29.**

Vice Chair Leeseberg moved to approve the replacement of batteries on Uninterrupted Power Supply (UPS) from Vertiv Corporation in the amount of \$13,443.29. Chair Cavener seconded the motion. All voted yea. Motion carried.

**TOWNSHIP:**

Chief Dunlevy requested approval of the sale of two combined lots on Myrtle Avenue. He does not have the paperwork completed but is asking for the Board to authorize Chairman Trustee Cavener to sign off on behalf of the township once the sales documents are in place for the two lots on Myrtle Avenue.

**Res. 123-25 Approve the sale of two combine lots on Myrtle Avenue and authorize Chairman Trustee Cavener to sign off on behalf of the township once the sales documents are in place.**

Vice Chair Leeseberg moved to approve the sale of two combine lots on Myrtle Avenue and authorize Chairman Trustee Cavener to sign off on behalf of the township once the sales documents are in place. Chair Cavener seconded the motion. All voted yea. Motion carried.

Chief Dunlevy said that community outreach includes: Pelotonia Ride (SE Gahanna); Corvette Car Show, Columbus Jazz Orchestra at Headley Park; and preparing for the Fire Prevention Open House.

Chief Dunlevy said that on September 16<sup>th</sup>, prior to the Trustees Meeting (at 1:00 p.m.), a swearing-in ceremony will take place for new officers and an award will be presented to Captain Torres.

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## **INFORMATION TECHNOLOGY:**

Mr. Main said the “go live” date for the new CAD system for the RCOG is August 6<sup>th</sup>. He has renewed his CJIS certification which is important to Police Chief Briggs because it allows him to handle their data and manage their systems.

Mr. Main said he attended an online 1-hour session with Cyber Ohio in which they reviewed State House Bill 96 that was signed on June 30<sup>th</sup> by the Governor.

Chair Cavener moved to adjourn the meeting. Vice Chair Leeseberg seconded the motion. All voted yea. Motion carried. The meeting adjourned at 10:55 a.m.

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Kevin J. Cavener, Chairperson

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Jamie D. Leeseberg, Vice Chairperson

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Richard J. Angelou, Trustee

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Kelly Cararo, Fiscal Officer (Absent)



**MIFFLIN TOWNSHIP**  
**Peace. Safety. Welfare.**

**TRUSTEES REGULAR MEETING AGENDA**

**Monday, August 4, 2025, 10:00 a.m.**

**OPS Center**

**400 W Johnstown Rd**

**2<sup>nd</sup> Floor, EOC Conference Room B**

1. Call Meeting to Order
2. Prayer and Pledge
3. Roll Call
  
4. Trustees' Comments
  
5. Visitors' Comments
  
6. Minutes (Consent Agenda)
  - July 22, 2025, Regular Meeting Minutes
  - July 24, 2025, Special Meeting Minutes
  - July 30, 2025, Special Meeting Minutes
  
7. Correspondence
  - None
  
8. FINANCE
  - Reports
  
9. HUMAN RESOURCES
  - Request to approve a 3% pay increase for Cynthia Lampkins, Asst Fiscal Officer, effective pay period starting 8/3/2025.
  - Updates
  
10. SERVICE DEPARTMENT
  - Updates

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Kevin J. Cavener, Chair • Jamie D. Leeseberg, Vice Chair • Richard J. Angelou, Trustee • Kelly Cararo, Fiscal Officer

**400 W. Johnstown Rd., Suite 200, PO Box 307630 • Gahanna, OH 43230 • [mifflin-oh.gov](http://mifflin-oh.gov) • 614-471-4494**

11. CODE ENFORCEMENT

- Request to approve the following code violations to be placed as a lien on the tax duplicate per ORC §505.87(B)(2), totaling \$1,500 for the following properties:

1.	2399 Lindale Rd.	High Grass	\$300.00
2.	2557 Perdue Ave.	High Grass	\$300.00
3.	3780 E. Genessee Ave.	High Grass	\$300.00
4.	3790 Armuth Ave.	High Grass	\$300.00
5.	1834 Mifflin St.	High Grass	\$300.00

- Updates

12. POLICE

13. FIRE DIVISION

- Request to renew the annual Vector Solution Agreement in the amount of \$10,428.80.
- Request to move funds in the amount of \$79,000 from account #4901-761-541100 OPS Center Improvements into account #1000-250-523234 OPS Center Facility parts, service, and repairs.
- Updates

14. OPS CENTER

- Request to replace batteries on Uninterrupted Power Supply (UPS) from Vertiv Corporation in the amount of \$13,443.29.

15. TOWNSHIP

- Request to approve the sale of two combined lots on Myrtle Ave.
- Updates

16. INFORMATION TECHNOLOGY

17. Adjourn

Reminders:

- Tuesday, August 19, 2025, 1:30 p.m., Regular Trustees Meeting

Human Resources Department  
Aug 4, 2025



**Requests:**

1. Request to approve a 3% pay increase for Cynthia Lampkins, Asst Fiscal Officer, effective pay period starting 8/3/2025. The funds have been appropriated.

**Updates:**

1. Policy updates have been reviewed and approved with legal. Final meetings to be scheduled with department heads, fire dept employee reps and chiefs to review changes prior to sharing with trustees for request for adoption.
2. Q3 compliance courses are in process
  - Professional Conduct
  - FMLA
  - Personal Device Policy
  - Supervisor Reasonable Suspicion Training
3. FMLA Cases

<b>Using Rolling Calendar 7/1/2024 – 7/17/2025</b>	Reason	Count
	Bonding	10
	Employee Health Condition	26
	Family Health Condition	12
	<b>Total</b>	<b>48</b>

<b>Open Cases</b>	Reason	Type	Total
	Bonding	Intermittent	1
	Employee Health Condition	Intermittent	1
	Family Health Condition	Intermittent	2
	<b>Total</b>	<b>4</b>	<b>4</b>



# M E M O

DATE: 8/4/2025

TO: Mifflin Township Trustees  
FROM: Service Director – Roger Boggs  
SUBJECT: Updates & Requests

## Service Dept. Request

### Updates

- The Service Dept. has been busy trimming roadside trees, grading alleys and pouring foundations.

## Code Enforcement – Nuisance Abatements

- 2399 Lindale Rd – High Grass - \$300.00
- 2557 Perdue Ave. – High Grass - \$300.00
- 3780 E. Genessee Ave. – High Grass - \$300.00
- 3790 Armuth Ave. – High Grass - \$300.00
- 1834 Mifflin St. – High Grass - \$300.00

### Updates

- We have started planning for this 2025 Fall Clean-Up/Tire Drive days.

Crews are staying busy picking up trash along the roadways and in the alleys, as well as tires that are being dumped in various places.

The Service Dept. is still actively tagging properties that are not in compliance and following up on All complaints that come in from our residents.

Mifflin Township Service Department  
 155 Olde Ridenour  
 Gahanna, Ohio 43230  
 614-713-9071 Fax 614-478-6390



**MIFFLIN TOWNSHIP**  
 Peace. Safety. Welfare.

# INVOICE

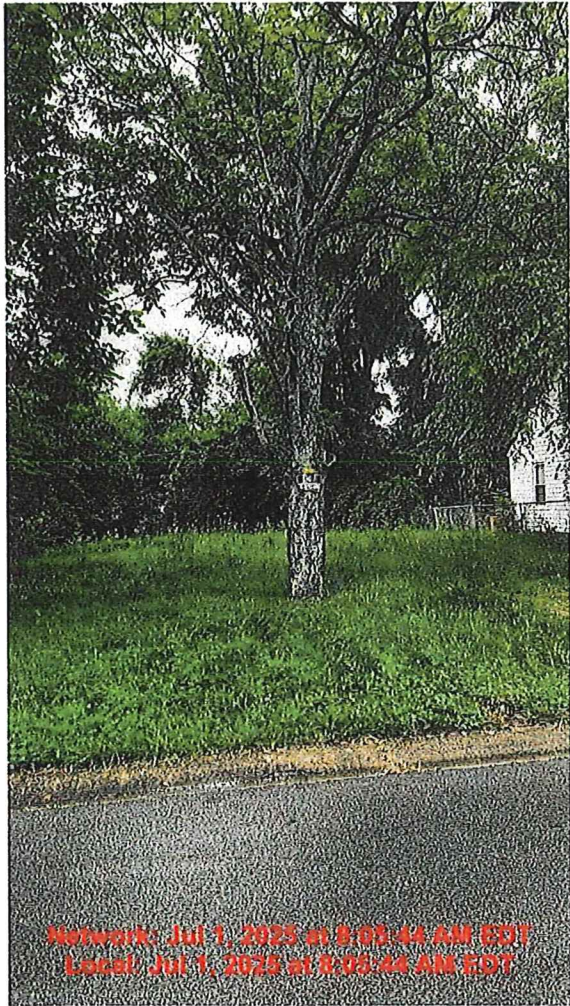
<b>Bill To.:</b>
KING DONNAL 2399 LINDALE RD - Property Address 2068 MYRLTE AVE - Owner Address COLUMBUS OH 43211, 190-003878 - Parcel I.D.

Date Due: Invoice Date: 07/16/2025
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Item	Hours	Amount
Mowing	1.00	\$300.00
<b>Total</b>		<b>\$300.00</b>

Date	Paid By	Payment Type	Amount
		<b>Total Paid</b>	<b>\$0.00</b>
		<b>Amount Due</b>	<b>\$300.00</b>

To: Franklin county Auditors Office  
 373 South High Street 21st floor  
 Columbus, OH 43215



Mifflin Township Service Department  
 155 Olde Ridenour  
 Gahanna, Ohio 43230  
 614-713-9071 Fax 614-478-6890



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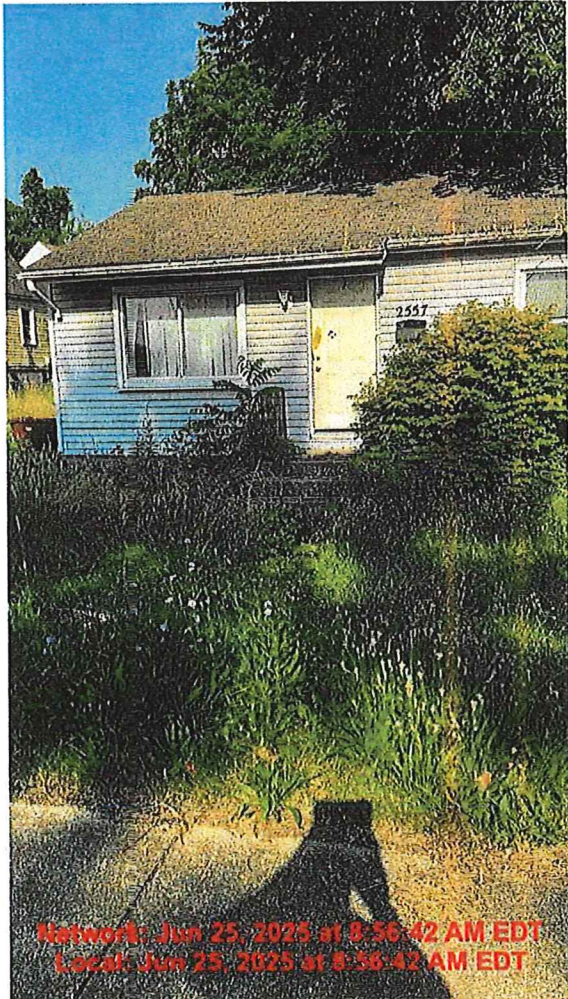
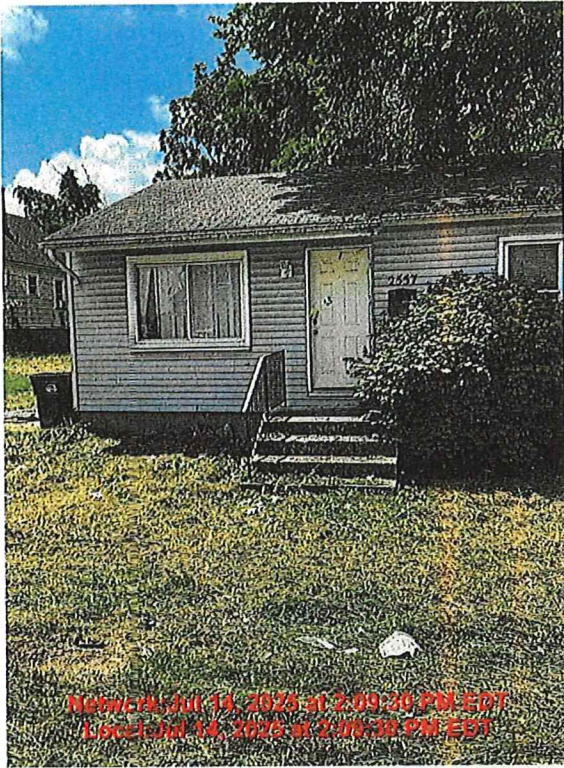
<b>Bill To.:</b>
CLEARVIEW PROPERTY MANAGEMENT 2170 ABERDEEN AV ( 2557 Perdue ) - Property Address 699 COLLINGWOOD DR - Owner Address WESTERVILLE OH 43081, 190-0006 3 - Parcel I.D.

Date Due: Invoice Date: 07/15/2025
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Item	Hours	Amount
Mowing	1.00	\$300.00
<b>Total</b>		<b>\$300.00</b>

Date	Paid By	Payment Type	Amount
		<b>Total Paid</b>	<b>\$0.00</b>
		<b>Amount Due</b>	<b>\$300.00</b>

To: Franklin county Auditors Office  
 373 South High Street 21st floor  
 Columbus, OH 43215



Mifflin Township Service Department  
 155 Olde Ridenour  
 Gahanna, Ohio 43230  
 614-713-9071 Fax 614-478-6890



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# INVOICE

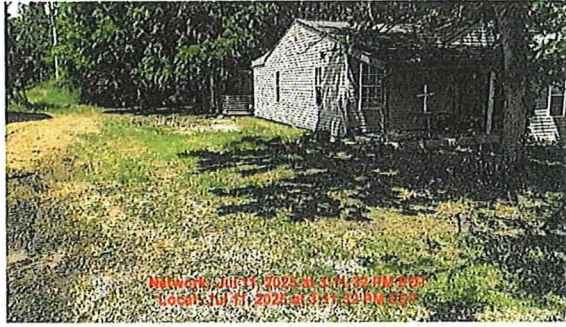
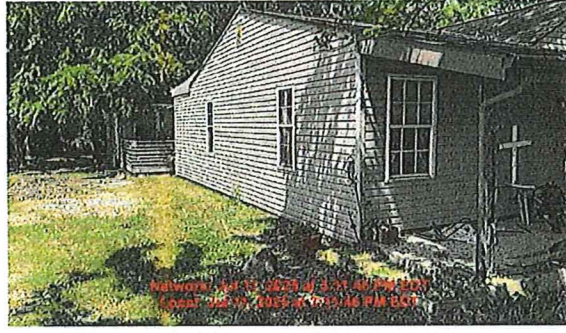
<b>Bill To.:</b>
CONWAY JO BESSIE M 3780 E GENESSEE AV - Property Address 3780 GENESSEE AV - Owner Address COLUMBUS OH 43219, 191-000463 - Parcel I.D.

Date Due: Invoice Date: 07/11/2025
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Item	Hours	Amount
Mowing and Trash	1.00	\$300.00
<b>Total</b>		<b>\$300.00</b>

Date	Paid By	Payment Type	Amount
		<b>Total Paid</b>	<b>\$0.00</b>
		<b>Amount Due</b>	<b>\$300.00</b>

To: Franklin county Auditors Office  
 373 South High Street 21st floor  
 Columbus, OH 43215



Mifflin Township Service Department  
 155 Olde Ridenour  
 Gahanna, Ohio 43230  
 614-713-9071 Fax 614-478-6890



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 Peace. Safety. Welfare.

# INVOICE

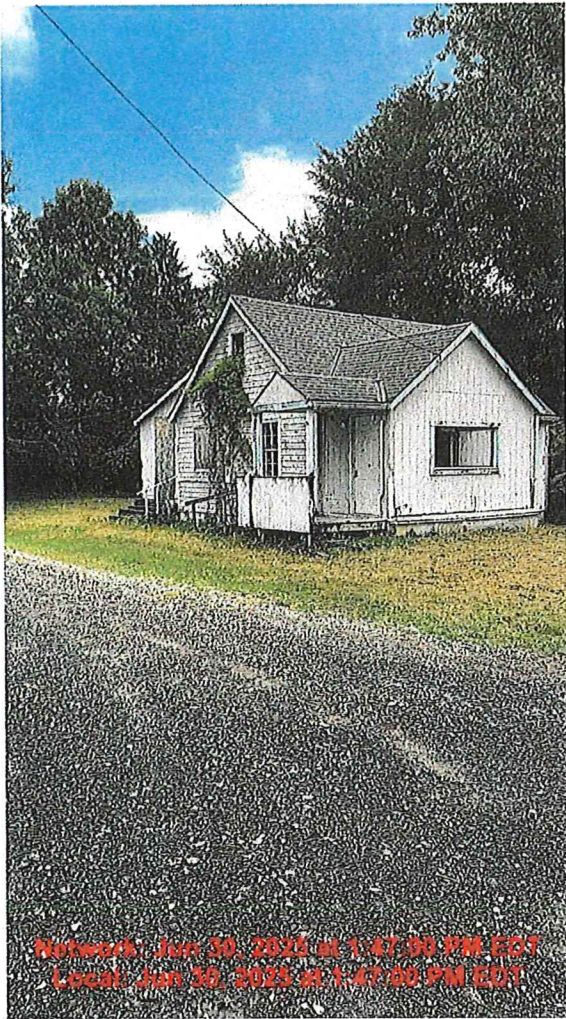
<b>Bill To.:</b>
MARTIN MARQUAN 3790 E ARMUTH AV - Property Address 84 PARK FRONT CT - Owner Address COLUMBUS , OH 43222 191-000289 - Parcel I.D.

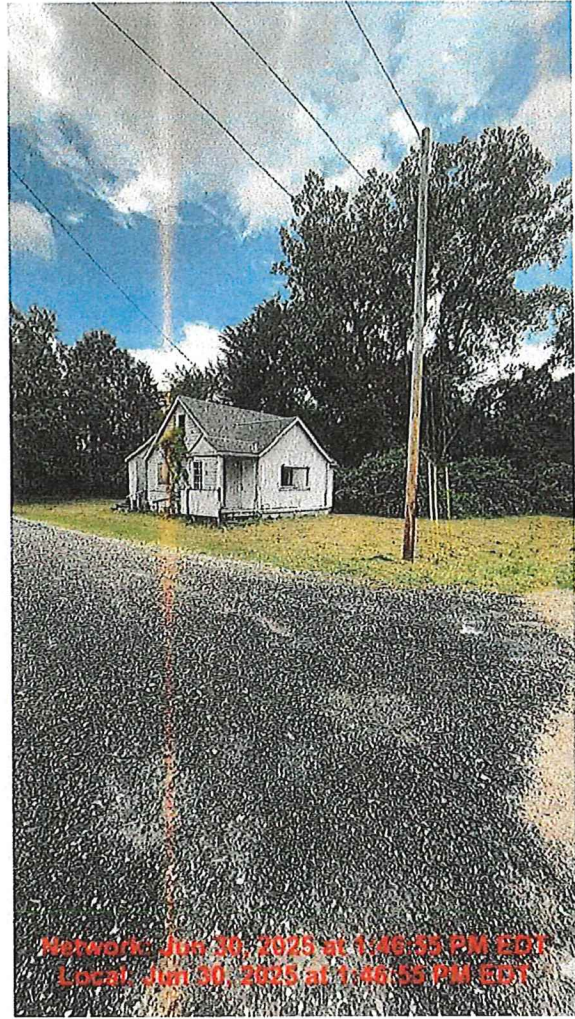
Date Due: Invoice Date: 07/01/2025
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Item	Hours	Amount
Mowing	1.00	\$300.00
<b>Total</b>		<b>\$300.00</b>

Date	Paid By	Payment Type	Amount
		<b>Total Paid</b>	<b>\$0.00</b>
		<b>Amount Due</b>	<b>\$300.00</b>

To: Franklin county Auditors Office  
 373 South High Street 21st floor  
 Columbus, OH 43215





Mifflin Township Service Department  
 155 Olde Ridenour  
 Gahanna, Ohio 43230  
 614-713-9071 Fax 614-478-6890



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# INVOICE

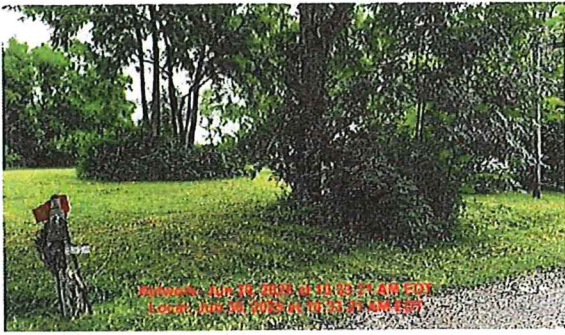
<b>Bill To.:</b>
MWANGI JOSEPH WARUIRU ELIZABETH 1834 MIFFLIN ST - Property Address 2741 SPARROW HILL DR - Owner Address Columbus , OH 43219 191-000784-00 - Parcel I.D.

Date Due: Invoice Date: 07/01/2025
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Item	Hours	Amount
Mowing	1.00	\$300.00
<b>Total</b>		<b>\$300.00</b>

Date	Paid By	Payment Type	Amount
		<b>Total Paid</b>	<b>\$0.00</b>
		<b>Amount Due</b>	<b>\$300.00</b>

To: Franklin county Auditors Office  
 373 South High Street 21st floor  
 Columbus, OH 43215

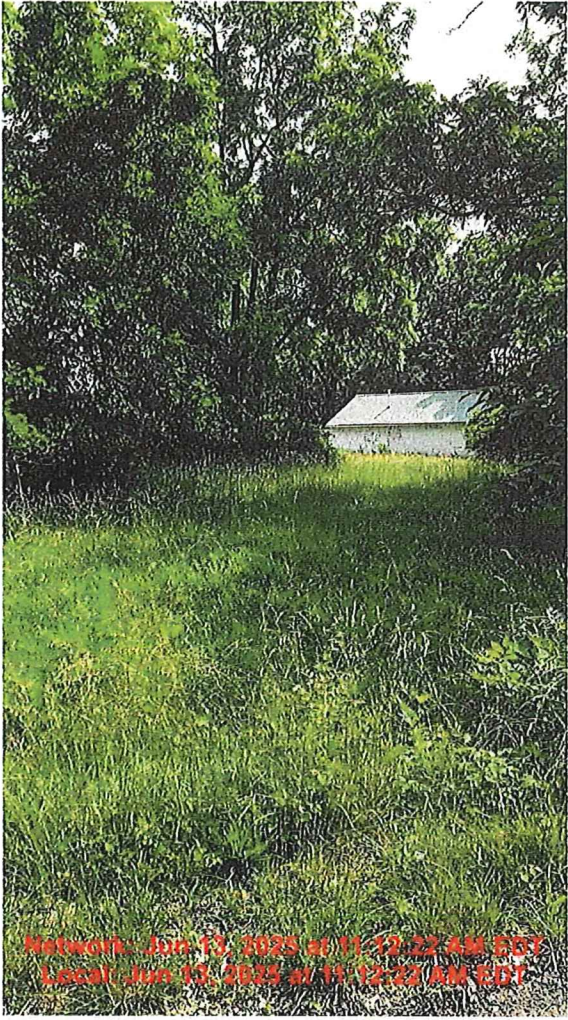


Network: Jun 28, 2023 at 01:23:27 AM EDT  
Local: Jun 28, 2023 at 01:23:27 AM EDT



Network: Jun 29, 2023 at 10:12:49 AM EDT  
Local: Jun 29, 2023 at 10:12:49 AM EDT





Network: Jun 13, 2025 at 11:12:48 AM EDT  
Local: Jun 13, 2025 at 11:12:48 AM EDT



# MIFFLIN TOWNSHIP

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Brian P. Dunlevy  
Fire Chief

Scott Davis  
Assistant Fire Chief

## BOARD OF TOWNSHIP TRUSTEES MEETING

August 4, 2025

### **FIRE DIVISION REQUESTS:**

**Request to Approve Annual Vector Solution Agreement:**

**08042025-1.** This is a request to renew the annual Vector Solution Agreement in the amount of \$10,428.80. This is the software that is used for staffing of all Fire personnel and MECC Dispatchers. This is a planned and budgeted expense.

**Request to Move Funds:**

**08042025-2.** This is a request to move funds in the amount of \$79,000 from account #4901-761-541100 OPS Center Improvements into account#1000-250-523234 OPS Center Facility parts, service, and repairs. This is an administrative request

### **OPS CENTER REQUESTS:**

**Request to Replace Batteries on Uninterrupted Power Supply (UPS):**

**08042025-3.** This is a request per the manufacturer's recommendation to replace the batteries in the UPS system by Vertiv Corporation in the amount of \$13,443.29. The current batteries are end of life. The UPS is the power supply to all critical equipment in the Data room, Dispatch area, and critical ports throughout the OPS building. This is a shared Expense with RCOG, Mifflin, Gahanna Police and the Library. This replacement also includes the annual maintenance and service cost. This is a planned and budgeted expense.

### **UPDATES:**

- Coverage for Platonina, Corvett Show
- Multiple Working Fires with Columbus
- Preparing for Fire Prevention Week and Open House

## **TOWNSHIP REQUESTS:**

### **Request to Approve Sale of Myrtle Ave Lots:**

**08042025-4.** This is a request to approve the sale of two combined lots on Myrtle Ave. Details will be provided at the Board meeting.

### UPDATES:

- Update on current real estate progress

**TargetSolutions Learning, LLC Order Form  
Schedule A****Date:** Thursday, July 17, 2025**Client Information**

<b>Client Name:</b> Mifflin Township Fire Division (OH)	
<b>Address:</b> 400 West Johnstown Road Gahanna, OH 43230	
<b>Primary Contact Name:</b> Thomas Lee	<b>Primary Contact Phone:</b> <a href="tel:6144710542">(614) 471-0542</a>

**Agreement Term**

<b>Effective Date:</b> 09/01/2025	<b>Initial Term:</b> 12 months
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**Invoicing Contact Information** (Please fill in missing information)

<b>Billing Contact Name:</b> Thomas Lee		
<b>Billing Address:</b> 400 West Johnstown Road Gahanna, Ohio 43230		<b>Billing Phone:</b> <a href="tel:6144710542">(614) 471-0542</a>
		<b>Billing Email:</b> Leet@mifflin-oh.gov
<b>PO#:</b>	<b>Billing Frequency:</b> Semi-Annual	<b>Payment Terms:</b> Net 30

**Annual Fee(s)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSSCH	Vector Scheduling	Vector Scheduling for web and mobile	104	\$98.70	\$10,264.80
TSSCHMF	Vector Scheduling - Maintenance Fee	Annual maintenance of Vector Scheduling	1	\$164.00	\$164.00

Annual Total: \$10,428.80

**One-Time Fee(s)**

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

**Total (including Annual and One-Time): \$10,428.80**

*This is not an invoice.*

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
2. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.

2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

### Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd, Suite 300  
Tampa, FL 33609

Mifflin Township Fire Division (OH)  
400 West Johnstown Road  
Gahanna, OH 43230

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jackelin Maguire

Printed Name: Thomas Lee

Title: Renewal Management Manager

Title: Deputy Fire Chief

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

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

# Proposal for Service

Vertiv Corporation

6/12/2024  
Craig Main  
MIFFLIN TOWNSHIP LIBRARY  
400 W JOHNSTOWN RD  
GAHANNA, OH, 43230

6/12/2024  
MIFFLIN TOWNSHIP LIBRARY  
400 W JOHNSTOWN RD  
GAHANNA, OH 43230  
CPQ-399409-1

**Craig,**

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your critical infrastructure increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your purchase order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (614) 841-2709. I look forward to your response and the opportunity to work together to improve your critical infrastructure investment.

Sincerely,

Jeff Dumond

610 Executive Campus Drive, Suite 110

Westerville OH 43082

**PHONE:** (614) 841-2709

**FAX:** (614) 841-2750

**EMAIL:** [Jeff.DuMond@vertiv.com](mailto:Jeff.DuMond@vertiv.com)

**Order** CPQ-399409-1

We are pleased to submit the following proposal for replacement of your batteries for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the services included in this quote.

**Site#: 1292275**  
**MIFFLIN TOWNSHIP LIBRARY**  
**400 W JOHNSTOWN RD**  
**GAHANNA, OH**  
**43230**  
**US**

Line Item	Line Item Pricing
Tag#2074867 QTY 36 - HX400	\$9,531.00
New Battery Verification Service - QTY 1	\$1,193.25
Freight	\$331.79
Subtotal	\$11,056.04

Select One Option:	Installation	Total
<input type="checkbox"/> Normal Hours (M-F 8am to 5pm)	\$2,387.25	\$13,443.29
<input type="checkbox"/> After Hours (M-F 5pm to 8am, and/or all day Saturday)	\$3,413.25	\$14,469.29
<input type="checkbox"/> Sunday/Holiday	\$4,115.25	\$15,171.29

(NOT including tax: any tax required must be included in customer purchase order amount)  
**Payment Terms: Net 30 Days**

**Progress billing:** For all projects involving battery replacement, progress payments will apply. Invoices will be issued per the following project milestones:

<u>Milestone</u>	<u>Payment Due</u>
Shipment of batteries	Total amount for batteries and freight
Completion of installation and testing	Balance of project price

## SCOPE OF WORK

### STATIONARY BATTERY SYSTEMS

#### VRLA (SEALED) BATTERY

#### FULL STRING REPLACEMENT

### SERVICE SUMMARY

Feature	Detail
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.
Alber Commissioning	Includes commissioning of Alber battery monitoring hardware, if battery monitoring is present.

### SERVICE PERFORMED

1. Ensure the battery system is disconnected from UPS and battery system is safe to be worked with.
2. Verify the integrity of the battery rack/cabinet.
3. Remove all modules.
4. Measure and record all open circuit voltages for all units to ensure they can be placed in the string(s) and online.
5. Replace with new units in the exact same orientation as the old units.
6. Replace hardware if supplied with the new batteries. If not supplied, inspect, clean and neutralize the existing cables and clean the racks/trays from any possible leaking batteries.
7. Clean any corrosion from cables if re-using existing cables and clean the racks/trays from any possible leaking batteries.
8. Add a thin coat of anti-corrosion inhibitor to the face of the connector and to the contact surface of the battery terminal or as directed by the battery manufacturer.
9. Install tab washers for battery monitoring senses leads.
10. Torque all connections to the specific "inch pound" requirement specified by the manufacturer of the battery.
11. Ensure all battery monitoring wires are connected properly, if battery monitoring is present.
12. Verify that no ground faults exist prior to energizing the battery.
13. Return the battery system to normal float per the manufacturer's guidelines.
14. Measure and record the total battery float voltage (at the battery).
15. Measure and record charging current.
16. Measure and record the overall AC ripple voltage.
17. Measure and record the overall AC ripple current.
18. Measure and record the ambient temperature.
19. Measure and record 100% of the jar temperatures.
20. Measure and record the float voltage of all jars.

21. Commission the Alber monitor (if present) following the standard commissioning procedures.
22. Provide the battery the proper Freshening charge per the manufacturer's guidelines.
23. Clean the site of any foreign materials left behind.
24. Prepare batteries for recycling and transportation (wrap the batteries with plastic wrap to secure them to the pallets)

### **Site specific Requirements for Full String Replacement for VRLA Batteries**

1. Standard dock delivery that accommodates a standard size semi-truck with an onsite forklift or pallet jack (at least 4,000 lb capacity)
2. Inside staging area large enough for the batteries being installed and removed.
3. Inside, staging area must be within 50' of the dock area.
4. Battery room/cabinets must be within 200' of the staging area.
5. Doorways at least 34" in width.
6. Elevators within easy access and be rated for at least 4,000 lbs.
7. In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements, Vertiv Services will provide the customer with an additional quote for said Special Installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.
8. Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:
  1. Inside delivery
  2. Ground Delivery
  3. Floor Protection
  4. Floor Loading Limitations
  5. Delivery Path Includes Stairways, Ramps or Other Obstructions
  6. Use of Cranes
  7. Exclusive labor requirements installations
9. If Alber battery monitoring is present, access to the Central computer must be provided at the time of the battery installation for commissioning and developing of the new database. If access is not provided at the time of installation and a return trip is required to commission the Alber Monitor, there will be additional charges applied.

### **ASSUMPTIONS AND CLARIFICATIONS**

If the Alber monitor is not commissioned at the time of the battery installation there could be nuisance alarms generated, until the system is properly commissioned. The data from an un-commissioned Alber Monitor cannot be used for warranty purposes.

### **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.

- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

## SCOPE OF WORK

### SEALED VRLA BATTERIES (10 YEAR DESIGN LIFE) BATTERY VERIFICATION SERVICE

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 2 site visits on new installations or prior to a load bank test. Scheduled by the customer at the customers convenience (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
IEEE	Ensures battery installation meets manufacturer and IEEE requirements.
Freshening Charge	For new installations Vertiv Services will perform the initial freshening charge on the batteries. Water additions for VLA (if applicable), will be addressed as needed after the equalize/freshening charge has been completed.

#### SERVICE PERFORMED

##### Battery Verification Service

###### *First trip:*

1. Inspect the appearance and cleanliness of the battery and the battery room area. Record any findings
2. Visually inspect the jars and covers for cracks and leakage. Record any findings
3. Visually inspect the racks or cabinets for any deficiencies. Record any findings.
4. Confirm that ventilation is provided.
5. Visually inspect for evidence of corrosion at terminals and connectors ensuring that the connections meet manufacturer's requirements.
6. Tighten all battery connections to the battery manufacturer's specifications and record the value utilized.
7. Ensure connections are properly prepped per the manufacturers IOM.
8. Measure and record the total string voltage.
9. Measure and record the float voltage of all cells.
10. Measure and record the ambient temperature.
11. Measure and record the jar temperature.
12. Place battery online.
13. Verify and record the battery float voltage.
14. Measure and record the AC ripple voltage.
15. Measure and record the AC ripple current.
16. Follow Note 2, below.

###### *Second Trip:*

1. Measure and record the ambient temperature.

2. Measure and record cell temperatures.
3. Measure and record the total battery float voltage and charging current. Verify proper float voltage is applied per the manufacturer.
4. Measure and record the float voltage of each jar/cell.
5. Measure and record the AC ripple voltage.
6. Measure and record the AC ripple current.
7. Measure and record the internal ohmic value of each jar.
8. Provide a detailed written report noting any deficiencies and corrective action taken and/or required.

## ASSUMPTIONS AND CLARIFICATIONS

Does not include parts or return corrective visits.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

**Proposal Number: CPQ-399409-1**

Purchase order must be assigned to:  
Vertiv Corporation  
505 N. Cleveland Avenue.  
Westerville, OH 43082

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

**EXCITING NEWS:** On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity.  
Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

PO should be e-mailed or faxed with signed proposal to:  
Vertiv Corporation c/o Jeff Dumond  
Email: [Jeff.DuMond@vertiv.com](mailto:Jeff.DuMond@vertiv.com)  
Fax: (614) 841-2750

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_

Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at [termsconditions.vertivco.com](http://termsconditions.vertivco.com) unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

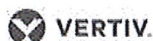
Accepted By:

\_\_\_\_\_  
Jeff Dumond Date

\_\_\_\_\_  
Buyer Signature Required Date

\_\_\_\_\_  
Printed Name Title Phone

Vertiv Corporation



## TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit, and (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any

warranties that are made by manufacturers and suppliers of such Resale Products; EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED "AS-IS," WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without prior written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here [www.vertiv.com/ca-privacy](http://www.vertiv.com/ca-privacy) (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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**RESOLUTION AUTHORIZING SALE AND CONVEYANCE OF REAL PROPERTY**

The undersigned, being all of the duly elected members of the Mifflin Township Board of Trustees (the “Board”), do hereby certify:

That the Board, by unanimous adoption of Resolution 25- on August 4<sup>th</sup>, 2025, authorized and approved the residential sale listing contract for certain parcels of real property with e-Merge Real Estate; and

That pursuant to Resolution 25- and Ohio Revised Code §505.10(A)(6), the Board does hereby authorize the transfer and conveyance of the real property commonly known as 2116 Myrtle Ave Columbus, Ohio 43211 (“Property One”) and 0 Myrtle Ave Columbus, Ohio 43211 (“Property Two”), Property One and Property Two hereto and incorporated herein by this reference (the “Sales”) on terms agreed to between the Board and the respective buyers.

It is therefore RESOLVED:

1. That the Board hereby authorizes and directs Trustee **KEVIN CAVENER** as Authorized Signatory to complete the sale and conveyance to do any and all things on behalf and in the name of the Township in connection with the sale of the Property One and Property Two, including but not limited to: execute and deliver any and all documents required to consummate the Sales, including, without limitation, purchase contracts, including offers and counteroffers, deeds, settlement statements, closing disclosures, and any other documents pertaining to the Sales, and to do any and all things which in his discretion they may deem to be necessary or desirable to effectuate the foregoing Resolution and to carry out the purpose thereof; and,
2. That the Signatory be and they hereby are authorized and directed to do all other things and acts, to execute and deliver all other instruments, documents and certificates, and to pay all costs, fees and expenses as may be, in their sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of these resolutions, and that all acts and deeds of the Signatory that are consistent with the purposes and intent of these resolutions, be, and they each hereby are, in all respects, ratified, approved, confirmed and adopted as the acts and deeds of the Township and the Board.

**IN WITNESS WHEREOF**, the undersigned have executed this Resolution to on this 4<sup>th</sup> day of August, 2025.

**MIFFLIN TOWNSHIP BOARD OF TRUSTEES**

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**Name: KEVIN CAVENER**  
**Trustee**

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**Name: JAMIE LEESEBERG**  
**Trustee**

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**Name: RICHARD ANGELOU**  
**Trustee**