

**CONNEAUT ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.
BOARD OF DIRECTORS**

The Board of Directors (the "Board") of the Conneaut Energy Special Improvement District, Inc. (the "District") met on March 4, 2020 at 9:30 AM at Conneaut City Hall Council Chambers, 294 Main Street, Conneaut, Ohio 44030, with the following members present:

Mr. Prouse introduced the following resolution and Ms. Newcomb moved its passage:

RESOLUTION NO. 2020-06

RESOLUTION AUTHORIZING ENGAGEMENT OF LEGAL COUNSEL.

WHEREAS, the Conneaut Energy Special Improvement District, Inc. (the "District") has been formed and the Board of Directors of the District (the "Board") has been established pursuant to the authority contained in Ohio Revised Code Chapter 1710; and

WHEREAS, Sections 1710.02(G) and 1702.12 of the Ohio Revised Code authorize the District to enter into contracts in furtherance of carrying out its functions as an energy special improvement district; and

WHEREAS, pursuant to Sections 1710.06 and 1710.07 of the Ohio Revised Code, the Sidney Energy Special Improvement District Project Plan (the "Plan") adopted by Resolution No. 2020-06 of this Board authorizes the District to expend special assessment revenue received pursuant to the Plan to pay for the costs of legal fees and expenses; and

WHEREAS, it is necessary and appropriate to retain legal services in connection with the implementation of the Plan and in connection with actions reasonably proposed by legal counsel to ensure the continued operation of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. The Board hereby authorizes the District to engage Bricker & Eckler LLP for the provision of legal services on the terms and conditions stated in the engagement letter attached to this Resolution No. 2020-06 as Exhibit A.

Section 2. The Board hereby authorizes the Chairperson, Vice Chairperson, Secretary, or Treasurer to sign the engagement letter attached to this Resolution No. 2020-06 on

the District's behalf and by signing the engagement letter to bind the District to the terms and conditions stated within it.

Section 3. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 4. This Resolution shall be in full force and effect immediately upon its passage.

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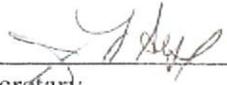
ms. Ledford seconded the motion and, after discussion, a roll call vote was taken and the results were:

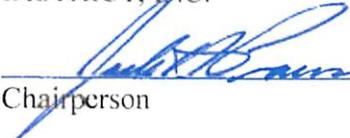
Voting Aye: Ledford, Newcomb, Hockaday, Zappitello, Prowse

Voting Nay: Ø

Passed: March 4, 2020

BOARD OF DIRECTORS, CONNEAUT
ENERGY SPECIAL IMPROVEMENT
DISTRICT, INC.

Attest: 
Secretary


Chairperson

CERTIFICATE

The undersigned Secretary of the Board of Directors of the Conneaut Energy Special Improvement District, Inc. hereby certifies that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of said District on March 4, 2020.


Secretary, Board of Directors
Conneaut Energy Special Improvement
District, Inc.

EXHIBIT A

[See Attached]



Bricker & Eckler
ATTORNEYS AT LAW
COLUMBUS | CLEVELAND
CINCINNATI | DAYTON
MARIETTA

BRICKER & ECKLER LLP
100 South Third Street
Columbus, OH 43215-4291
MAIN: 614.227.2300
FAX: 614.227.2390

www.bricker.com
info@bricker.com

March 4, 2020

VIA E-MAIL

Conneaut Energy Special Improvement District, Inc.
c/o City of Conneaut, Ohio
294 Main Street
Conneaut, Ohio 44030

Re: Engagement as Legal Counsel

To whom it may concern:

We are pleased that the Board of Directors (the "Board") of the Conneaut Energy Special Improvement District, Inc. (the "District") has requested that Bricker & Eckler LLP (the "Firm") provide counsel to the District as described in this letter. This letter confirms our discussions regarding the Firm's engagement by the District and will describe the basis on which we will provide legal services to the District as general counsel.

We submit for the Board's approval, on behalf of the District, the following provisions governing our engagement. We submit for the approval of the Board the following provisions regarding waivers of conflicts of interest. If the Board is in agreement, please return one (1) executed original of this letter to our attention. If you have any questions about these provisions or would like to discuss possible modifications, do not hesitate to call us.

Client, Scope of Representation.

Our client in this matter will be the District. You have requested that the Firm serve as legal counsel to the District as general counsel and, from time to time, as transaction counsel for additional property assessed clean energy ("PACE") financing transactions which may be facilitated by the District (the "Matter").

If the District desires to retain our services on other matters, or on terms different from those discussed in this letter, we will prepare an additional letter similar to this one. Absent any other special arrangements, all other work done by us will be on the same general terms and conditions set forth in this letter.

Bricker & Eckler
ATTORNEYS AT LAW

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Term of Engagement.

Either of the Firm or the District may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the District in the Matter described above.

Fees and Expenses

For the provision of the services described above, Bricker & Eckler LLP will charge a fee based on the actual time required to perform legal and professional services at hourly rates based on the experience levels of the professionals providing the services, plus all reasonable out-of-pocket expenses. We believe our billing rates for attorneys and legal assistants are competitive with other major firms in the Ohio market. Our billing rates for attorneys currently range from \$225.00 per hour for new associates to \$600.00 per hour for senior partners, and our billing rates for legal assistants currently range from \$125.00 to \$260.00 per hour. Caleb Bell and Christopher Bondra will be the District's primary points of contact for the Matter. Mr. Bell's current hourly rate is \$575.00 per hour, and Mr. Bondra's current hourly rate is \$320.00 per hour. These billing rates are subject to change from time to time.

We will diligently manage our work on the Matter, and we will seek your direction throughout the engagement to ensure an alignment between our work product and your expectations. If at any time we believe that our fees will differ substantially from what we have outlined above, we will consult with you.

Please note that we take pride in the fact that we provide services as a Firm, and, as such, we retain discretion in the exercise of professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost efficient basis. However, while we may refer certain matters to other attorneys and legal assistants based on their individual knowledge and experience, Mr. Bell will maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or legal assistant to which such matter is assigned.

Payment of invoices is due upon receipt. We reserve the right to terminate our representation at any time if payment is not received within 30 days of the date of a statement. We expect that all invoices and disbursements will be paid on a current basis.

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Conclusion of Representation; Retention and Disposition of Documents.

Unless previously terminated, our representation of the District will be completed upon the Firm sending a final statement for services rendered with respect to the Matter. You are engaging the Firm to provide legal services in connection with a specific Matter. After completion of the Matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues arising from the Matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

When our representation of you in this or any particular Matter is complete, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice and consistent with any public records laws, dispose of such papers and property. Following such completion, any otherwise non-public information that the District has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Our own files pertaining to the Matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

It is our policy not to post unsecured documents to a public cloud and/or shared file system. In order to protect your data, we will deliver all material to you in an encrypted or otherwise secured manner. You agree to our use of encryption to maintain the security and confidentiality of your data.

Client Responsibilities.

The District agrees to cooperate fully with us and to provide promptly all information known or available to it relevant to the District's representation.

You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is

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the responsibility of the District to pay the Firm for legal and professional services rendered and to obtain any reimbursement from your insurer.

Conflicts

We understand that the District is our client for purposes of this representation, not any of its respective individual members or officers. In addition, as you are aware, the Firm has previously, currently does, and in the future may serve as counsel to developers, including, without limitation, GCEA, capital providers, including, without limitation, the Director of the Ohio Development Services Agency, and many Ohio local governments and special purpose entities, including, without limitation, conduit financing entities such as port authorities, energy special improvement districts, municipal corporations, townships, counties, and councils of governments with regard to matters unrelated to the Matter. You are further aware that some such unrelated matters involve our representation of such entities with respect to PACE transactions. We understand that the interests of the District and any such entities with regard to such unrelated matters is not adverse, and that by signing this letter, the District has consented to our previous, current, and future representation of such entities in those unrelated matters.

Additionally, we require assurance that our representation of the District in the Matter will not later be raised as an actual or potential conflict of interest in any future matter in which we may be representing other parties and not representing the District. Because of our vast and diverse representation of many other clients in and around the State of Ohio, including, but not limited to, public entities, banks, financial institutions, lenders, developers, and real estate sellers and buyers, it is possible that in the future, a dispute may arise between the District and another client that we represent, or a transaction in which the interests of the District do not coincide with those of another client that we represent, and we reserve the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work on the Matter, even if the interests of such clients in other matters are directly adverse to the District. The District has agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to the District, and that the District will waive any right to disqualify the Firm or otherwise object to our representation of such clients so long as (1) such adverse matter is not substantially related to our work on the Matter, (2) our representation of the other client does not involve the use, to the material disadvantage of the District, of any confidential information that we have obtained as a result of our representation of the District, and (3) we reasonably believe we will be able to diligently serve both the District on the Matter, and the other client on the different matter. The District further agrees that our representation of the District on the Matter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients, and that

Bricker&Eckler
ATTORNEYS AT LAW

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the District will waive any right to disqualify the Firm or otherwise object to such representation now or in the future.

In addition to the legal work the Firm provides to our clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm who have engaged us to perform such services (“Government Relations Services”). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly, and before various federal, state and local legislative or regulatory bodies or officials. Such services may include but are not limited to seeking the enactment, repeal or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the District’s interests.

By executing this engagement letter, the Firm and the Board, on behalf of the District, acknowledge that the District is not engaging the Firm to provide Government Relations Services, and our work for the District in the Matter will not disqualify the Firm from providing Government Affairs Services to other clients, even when the interests of the client for whom we are providing Government Affairs Services are adverse to the District’s interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, the District is agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent the interests of the District. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of the interests of the District would conflict with our previous representation and/or previous relationship with other clients relative to the Matter, we reserve the right, after discussion with the District, and at our sole discretion, to withdraw from representation of the interests of the District, or refer that particular matter out to other counsel to handle.

If the terms of this representation are agreeable to you, please sign and return to us a copy of this letter. If you have questions or concerns during the course of the representation, please do not hesitate to contact Mr. Bell at (614) 227-2384 or at jbelle@bricker.com or Mr. Bondra at (216) 523-5483 or at cbondra@bricker.com. We look forward to working with you.

[Signature Page Follows]

Bricker & Eckler
ATTORNEYS AT LAW

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Very truly yours,

AGREED:

BRICKER & ECKLER LLP

CONNEAUT ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC.

By: 
J. Caleb Bell

By: 
Name: Jack Prause
Title: Chairman
Date: March 4, 2020



Exhibit A

Standard Terms of Representation

Professional Fees. Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

Retention and Disposition of Documents. When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Expenses/Disbursements. In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the forgoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:

Telephone charges. Our long distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

Photocopies. We will bill you for photocopies at 20 cents per page.

Bricker & Eckler
ATTORNEYS AT LAW

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Outside Computer Research (Lexis® or Westlaw®). We will bill at standard Lexis® or Westlaw® rates.

Filing Fees. We will bill you the charges incurred by the Firm.

Travel Expenses. We will bill travel expenses at our cost without markup.

Express Delivery Services (FedEx, etc.). We will bill you for our actual out of cost expenses.

Local Delivery or Local Filing Services. Local delivery services will be billed to you at our cost without markup.

Facsimile. We will charge you for facsimile copies at \$1 per page both incoming and outgoing. Telephone usage for the facsimile will be charged at the telephone rate indicated above.

Court Reporters, Expert Witnesses, Accountant, etc. We will bill you at our cost without markup.

Electronically Stored Information (ESI). We will bill you for electronically stored information (ESI) collected and/or maintained during the course of engagement for litigation, public records requests or case analysis purposes.

The fee structure will be:

1. 25 GB or less is \$250 month
2. 26 GB to 50 GB is \$500 month

Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Insurance Coverage. You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

Secure Encryption of Records. It is our policy not to post documents to a public cloud and /or shared file system. In order to protect your data, we may deliver certain data to you in an encrypted manner. You agree to the safe transfer of these documents to maintain their security and confidentiality.