

**RESOLUTION APPROVING RENEWAL OF EQUIPMENT LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR ASHTABULA COUNTY TRANSPORTATION SYSTEM VEHICLES, ACTS**

WHEREAS, Ashtabula County has entered into an Agreement with MV Transportation, Inc. to operate the Ashtabula County Transportation System (ACTS); and

WHEREAS, The Board of Commissioners of Ashtabula County owns vehicles assigned to ACTS for use in the operation of the System, known as the ACTS Fleet; and

WHEREAS, In order to provide for the efficient operation of ACTS, the Board proposes to lease to MV Transportation, Inc. the ACTS Fleet for \$1.00 per year per vehicle; and

WHEREAS, The renewable term of the lease will be January 1, 2022 through December 31, 2022; and

WHEREAS, Throughout the term of this lease, MV Transportation, Inc., at its cost and expense, will maintain and service the ACTS Fleet so as to keep the equipment in as good operation condition as when delivered to MV Transportation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the renewal of the Equipment Lease Agreement with MV Transportation, Inc. for the use and maintenance of the ACTS Fleet is hereby approved in accordance with the copy of said agreement now on file.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2021-468

December 28, 2021

**RESOLUTION APPROVING RENEWAL OF EQUIPMENT LEASE AGREEMENT  
WITH MV TRANSPORTATION, INC. FOR ASHTABULA COUNTY  
TRANSPORTATION SYSTEM VEHICLES, ACTS**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

**VOTE:**

**Kathryn L. Whittington**

**Aye**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## EQUIPMENT LEASE RENEWAL AGREEMENT

This Equipment Lease Renewal (this "Agreement") is hereby entered into by and between the Ashtabula County Commissioners/Ashtabula County Transportation System (ACTS) as Lessor (herein so called) and MV Transportation, Inc. as Lessee (herein so called) hereby agree as follows:

1. **The Equipment** – Lessor will lease to Lessee the ACTS owned fleet vehicles identified on Schedule I, attached hereto (together with engines and all other components thereof) for \$1.00 per vehicle per year. The vehicle inventory list will be updated annually.
2. **Term** – This lease renewal agreement is for the fourth year of the five ( 5 ) year contract period. This lease renewal agreement will commence on January 1, 2022 and will be reviewed annually and will continue as long as that certain Contract for transportation services between Lessor and Lessee dated February 1, 2019 (the "Transportation Services Contract") remains in effect, including any extensions thereto. This Agreement shall terminate automatically upon termination of the Transportation Services Contract or at any time during the term at the mutual agreement of the Lessor and Lessee.
3. **Title** – Title to the equipment shall remain with Lessor.
4. **Maintenance Equipment** – Throughout the term of this Agreement, Lessee, at its cost and expense, will maintain and service the Equipment so as to keep the equipment in as good operating condition as when delivered to Lessee, ordinary wear and tear excepted, as set forth on Exhibit A attached hereto, and in such condition as may be required by any applicable laws or the rules or regulations of any governmental body having jurisdiction over the equipment, including, without limitation, safety regulations of the U.S. Department of Transportation and of governmental bodies in states which the equipment is operated, and at all times in conformity with the maintenance and repair standards set forth in this Agreement and the maintenance and repair standards required to maintain any manufacturer's warranties on the equipment. To that end, Lessee agrees to conduct all necessary inspections, testing, and/or preventative maintenance of the equipment and to repair, overhaul, or replace all defective, damaged, or worn out parts and components. In no event will Lessee exercise less stringent maintenance and repair procedures and standards than those applied by Lessee to vehicles owned by Lessee. If inspection by Lessor reveals required maintenance is not being performed, the Lessor has the right to cancel this agreement if the vehicles are not restored to original condition (except normal wear and tear) within 10-days of written notice. If not immediately available, the necessary parts must be ordered within 10-days.
  - a. If a County owned vehicle needs major repairs (anything over \$1,000.00), MV will notify ACTS in writing of the repairs MV reasonably believes are necessary and the total cost of such repairs. Within ten (10) business days of receipt of MV's notice, ACTS and ODOT will determine if the vehicle should be repaired or put on the disposition list. If the repairs are approved by ACTS and ODOT, MV will be notified

in writing of the approval and may proceed with the repair. MV shall include all major vehicle repairs on the monthly ACTS-Capital Maintenance Report.

- b. The Service Provider is required to have six (6) MV owned vehicles in service at all times. If an MV owned vehicle is not in service for any reason other than scheduled maintenance, MV must notify ACTS in writing within 24-48 hours. If the vehicle will be out of service for more than five (5) working days, MV will provide a backup vehicle to restore the fleet to six (6) vehicles. The ACTS/MV Contract Sections 29, 30 and 31 address the Lessee vehicle requirements in detail.
- c. MV will send the Lessor an Out-of-Service and PM Status Report in writing every Friday afternoon. This should include information on ALL vehicles. If there are more than two (2) vehicles out of service, MV must provide a written explanation to the Lessor within 24-hours.
- d. MV will provide itemized costs for all Other Materials & Supplies on the Monthly Capital Maintenance Expense Report on Line 504.99.

## 5. Certain Covenants and Acknowledgments of Lessee

### a. Certain Covenants relating to the Equipment

Lessee agrees that, throughout the term of this Agreement, (a) Lessee will (i) provide (at Lessee's expense) oil, and other utilities consumed by or required for the equipment or the use thereof, (ii) use, operate, maintain, and store the equipment properly, carefully, and in conformity with this Agreement and all applicable laws and under no circumstances will Lessee use, operate, maintain, or store the equipment with a lesser degree of care than Lessee applies to the use operation, maintenance, and storage of vehicles owned by Lessee, (iii) immediately notify Lessor of any materially defective, improper, or malfunction, and such other information as may be known, (iv) properly advise Lessor of all correspondence, notices, and documents received by Lessee in connection with any claim or demand involving or relating to materially improper manufacturing, operation, use, or functioning of the equipment or charging Lessor or Lessee with liability, and aid in the investigation and defense of all such claims and in the recovery of damages from third persons liable therefore, (v) maintain exclusive responsibility in respect to the equipment, and (b) Lessee will not, without the prior written consent of Lessor (which may be withheld with or without cause), (i) use or operate or permit the use or operation of the equipment for any purpose other than in the manner and for the use contemplated by Manufacturer, (ii) permit the equipment to be operated by persons who are not properly licensed and qualified employees of the Lessee, (iii) use or operate or permit the use or operation of the equipment for any purpose other than that defined in transportation agreement with ACTS, (iv) sell, assign, sublease said equipment, (v) use this vehicle at any time other than the Project hours as specified by the Lessor.

### b. Certain Acknowledgments relating to the Equipment

The Lessee acknowledges and agrees that Lessor has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the

merchantability, condition, quality, durability, title, design, operation, fitness for use, or suitability to the equipment or any component thereof in any respect whatsoever or about, or for the purposes and uses of Lessee, or any other representation, warranty, or covenant of any kind and character, express or implied, with respect thereto, and Lessee is leasing the equipment "AS IS AND WITH ALL FAULTS" and Lessor will not be liable for any actual, incidental, consequential, or other damages of or to any person whatsoever. Notwithstanding the above or any other provision of this Lease, Lessor will provide the vehicles to Lessee upon Commencement of the Lease in good condition with a current preventive maintenance inspection, meeting all requirements of ODOT, USDOT, the conditions required in this Lease and the requirements of the vehicle manufacturer. Lessor shall compensate Lessee for its reasonable costs to restore any vehicles provided to Lessee pursuant to the Lease to proper condition if any such vehicle does not meet this standard at the Commencement of the Lease.

## **6. Required Insurance**

The Service Provider will purchase and maintain throughout the Project a comprehensive policy of insurance upon every type of vehicle(s) including all spare vehicles, leased vehicles and vehicles supplied and owned by the Grantee used in the operation of the Project. Said policy will include liability insurance on all vehicles with a minimum of \$5,000,000 Combined Single Limit for both Bodily Injury and Property Damage per accident. Said insurance company must be authorized to do business in the State of Ohio. Said policy will include vehicle physical damage coverage (Comprehensive/Theft and Collision) only on vehicles owned and titled to the Service Provider. Said policy will protect the Service Provider, Grantee (Board of County Commissioners), US DOT, ODOT, and the FTA from claims for damages to property and bodily injury, including death, which may arise from or about operation of the Project Equipment by the Service Provider or by anyone directly or indirectly associated with the Service Provider.

The Ashtabula County Commissioners, Ashtabula County Job & Family Services and Ashtabula City, will be listed as additional insured on all insurance policies. Proof of Insurance will be furnished to the Lessor within ten (10) days after the signing of this Agreement. Service Provider shall be allowed to self-insure auto physical damage (comp/collision) coverage.

"It is agreed these policies will not be canceled nor the coverage reduced until thirty (30) days after the Grantee has been notified in writing of such changes, reductions or cancellations" by the Service Provider.

**Vehicle Total Loss.** The Grantee shall provide vehicle physical damage coverage (Comprehensive/Theft and Collision) on all vehicles titled to The Board of County Commissioners, to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most the Grantee will pay for any one loss is the actual cash value of the damaged or stolen property as of the date of the loss.

If a County owned vehicle is involved in a collision and will be out of service for more than 10-days, the Service Provider will consult with the ACTS Administrator to determine if a replacement vehicle is needed based on peak service requirements and capacity.

7. **Indemnification** – Lessee will indemnify and hold harmless Ashtabula County, The Board of Ashtabula County Commissioners (individually and as a Board), the Ashtabula County Job & Family Services (Individually and as an Agency), the Ashtabula County Transportation System (Individually and as a Board), Ashtabula City (Individually and as a Council), and the Ohio Department of Transportation (individually and as a Department) from any and all damages or liability caused by Lessee’s use of said equipment.
8. **Return of Equipment** – Upon termination of this agreement the Lessee will return the equipment to the Lessor in the same operating order, repair, condition, and appearance as when received, excepting only for reasonable wear and tear.
9. **License and Registration Fees; Taxes** – Lessee will obtain and maintain all licenses and permits, and will affect all registrations, required by applicable laws or the rules or regulations of any governmental body having jurisdiction over the equipment. All fees and costs in respect to these will be borne by Lessee.
10. **Lease Charges** – The Lessee agrees to lease from the Grantee the vehicles owned by the Grantee for \$1.00 per vehicle, charged at the time a vehicle is added to Schedule I, the active duty roster. The rate will not be pro-rated. The Lease Charges will be deducted from the invoice that covers the period during which the vehicle was placed on the active duty roster.

## Schedule I

### Ashtabula County Transportation System Vehicle Inventory (Revised 10-31-21)

<u>VIN</u>	<u>Status</u>	<u>Agency ID</u>	<u>Year</u>	<u>Mileage</u>	<u>Vehicle Type</u>
<u>1FDDE3FN4MDC20621</u>	Active	2101	2021	11626	CU - Cutaway Bus
<u>2C7WDGGBGXGR372465</u>	Active	1602	2016	47506	MV - Minivan
<u>1FDDE4FS8HDC67141</u>	Active	1701	2017	23429	CU - Cutaway Bus
<u>1FDDE3FS1JDC06516</u>	Active	1801	2018	86094	CU - Cutaway Bus
<u>1FDDE3FSXKDC03261</u>	Active	1901***	2019	73809	CU - Cutaway Bus
<u>1FDDE3FS4KDC00954</u>	Active	1902***	2019	70335	CU - Cutaway Bus
<u>1FDDE3FS2KDC03268</u>	Active	1903***	2019	68500	CU - Cutaway Bus
<u>1FDDE3FS6KDC00955</u>	Active	1904***	2019	61985	CU - Cutaway Bus
<u>1FDDE3FS8KDC03260</u>	Active	1905***	2019	61302	CU - Cutaway Bus
<u>1FDDE3FS1KDC00958</u>	Active	1906***	2019	56529	CU - Cutaway Bus
<u>1FDDE3FS9KDC59708</u>	Active	1907	2019	47546	CU - Cutaway Bus
<u>1FDDE4FS8KDC47298</u>	Active	1908	2019	31569	CU - Cutaway Bus
<u>1FDDE4FS5KDC47839</u>	Active	1909	2019	33038	CU - Cutaway Bus
<u>1FDDE4FS5KDC47842</u>	Active	1910	2019	32563	CU - Cutaway Bus
<u>1FDDE4FSXKDC47884</u>	Active	1911	2019	31336	CU - Cutaway Bus

\*\*\*VEHICLES BELONG TO MV TRANSPORTATION

**SCHEDULE II**  
**ACTS FARE BOXES**

<b>Item</b>	<b>Type</b>	<b>Description</b>	<b>Serial Number</b>	<b>Purchase Date</b>
Fare Box	Diamond	Model XV w/cabinet	7M189672	5/05/1994
Fare Box	Diamond	Model XV		5/28/1996
Fare Box	Diamond	Model XV		5/28/1996
Fare Box	Diamond	Model XV		5/29/1996

**SCHEDULE III**

**MV Transportation, Inc. Property**  
**(Revised 2018)**

<b>Item</b>	<b>Description</b>	<b>Purchase Date</b>
15 Drive Cams	Camera and Mounting Brackets	10/10/2005
Trapeze ASP	Scheduling Software	2010

**SCHEDULE IV**

**Ashtabula County Owned Equipment**

<b>Description</b>
One (1) Konica Minolta bizhub 227 Copier System
Office Furniture: Seven (7) desks
Large library table in meeting/lunch room
(7) OfficeSuite 6920 Phones

**Exhibit A**  
**Maintenance Standards**

**1. Preventive Maintenance**

The Lessee is to establish and administer a comprehensive preventive maintenance program for each vehicle leased. This program is to comply with the most stringent regulations or recommendations of the manufacturer state safety regulatory agency, U.S. Department of Transportation, or the Lessor. Lessor recommendations are a part of this schedule. It is permissible for the Lessee to establish a more stringent program if desired. See Contract Section 31 Maintenance.

**2. Records**

Detailed records of all maintenance performed are to be kept at the location where the vehicles are domiciled. These records will always be current and maintained during the term of the Lease. Maintenance records are to include but not be limited to:

- a. Preventive Maintenance Log – Summary log showing each P.M. service completed with date and bus mileage.
- b. Major Component Log – Summary log showing repairs to/replacement of major components listed in this schedule with date and bus mileage.
- c. Fuel and Oil Log – Summary showing dates, bus mileage and quantities of fuel and oil consumed by each bus.
- d. Body Repair Log – Summary of all body repairs or printing performed to the body or structure showing a description of repairs, dates, dollars spent for labor and parts/materials, as well as company/location making repairs.
- e. Major Cleaning Log – Summary by date for each bus of all major interior cleaning and/or insect extermination performed. Major cleaning is to be defined as any requiring more than 2-man hours to perform.
- f. Driver Complaints/Repairs Orders/Invoices – In each vehicle file driver write-ups, requesting repairs, repair orders and invoices are to be filed in reverse chronological order (most recent first). Driver Complaints are to be signed off showing the repair order or invoice number repairing the defects noted.

**3. Parts and Supplies**

Fuel, oil and lubricants used by the Lessee are to be the type and specification as recommended and approved by the vehicle and component manufacturer.

Parts used in making repairs are to be equal to or better than original as to quality, specification and expected longevity except for rebuilt components that are normally exchanged such as air valves, starters, generators or clutches. Rebuilt components = exchanges are to be of the highest quality available from reputable sources to be approved by the Lessor.

#### **4. Repairs – Quality**

Whenever repairs are found to be necessary, repair methods to be used are to be consistent with the highest industry standards for such repairs. Parts that are worn beyond the manufacturers recommended wear limits are to be replaced.

#### **5. Lessor Recommended Preventive Maintenance**

The items and major components listed below are to be inspected and serviced or repaired if required to maintain performance or condition standards at the intervals specified.

##### **5.1 Pre-Trip Inspection**

1. Condition of tires, wheels, rims, and lug nuts\*
2. Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
3. Condition of battery terminals
4. Under vehicle leaks
5. All glass and mirrors are in good condition and without chips or cracks\*
6. All lights are operational (headlights\*, clearance lights and reflectors\*, turn signals, backup lights and alarm, emergency flashers\*)
7. Air conditioner and heating, and defroster/defogger is operational
8. The vehicle is clean; cushions and seatbelts are secure\*
9. Windshield wipers, washer, radio, horn, passenger doors are all operational\*
10. Brake pedal\* and parking brake are operational (airbrakes operate within the minimum pressure thresholds)
11. Steering wheel is secure; the gearshift is tight\*

12. Onboard safety kit is stocked and complete (first aid, reflectors, fire extinguishers\*, accident packet\*, and body fluid kit\*)
13. Lift is operating in both electronically and manually and is free from leakage\*
14. Lift interlock is operating properly\*

NOTE: Items marked with asterisks (\*) are re-inspected during walk-around mid-trip inspections, during shift changes.

### 5.2 Post-Trip Inspection

1. Condition of tires, wheels, rims, and lug nuts
2. Under vehicle leaks
3. All glass and mirrors are in good condition and without chips or cracks
4. All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)
5. Air conditioner and heating, and defroster/defogger is operational
6. The vehicle is clean, cushions and seatbelts are secure
7. Windshield wipers, washer, radio, horn, passenger doors are all operational
8. Brake pedal is operational
9. Steering wheel is secure, the gearshift is tight
10. Fire extinguisher is fully charged
11. Accident packet and body fluid kit are present and accessible
12. Lift is operating both electronically and manually and is free from leakage
13. Lift interlock is operating properly

As vehicle inspections are due, MV's maintenance manager will schedule service during off-peak hours to maximize fleet availability during times of highest service demand.

## Cutaway Preventive Maintenance Cycle

### 5.3 Inspection A/6000 (safety) Mile Inspection

- Vehicle interior and exterior (lights, safety equipment, etc.)
- Brake testing
- Door and/or lift/ramp operation/cycling
- Road test (engine, transmission, brake, steering)
- Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)
- Engine compartment (fluid and leak inspection)
- Clean/check battery and cables
- Steam clean/pressure-wash engine
- Mobility device lift inspection and service
- Climate control systems inspection
- Lubrication, oil and filter change (**unless vehicle manufacturer recommends a different interval**)

### 5.4 Inspection B/12,000 Mile Inspection

All items in Inspection A plus:

- Air filter change
- Fuel filter change (if applicable)
- Wiper blade change

### 5.5 Inspection C/24,000 Mile Inspection

All items in Inspection A and B plus:

- HVAC (leaks, filters, temperature checks, function inspections, brushes, and fan motor condition)

### 5.6 Inspection D/48,000 Mile Inspection

All items in Inspection A, B, and C plus:

- Coolant service
- Rear axle service
- Complete tune-up pursuant to manufacturer's specifications
- Evacuate and recharge the air conditioning unit
- Serpentine belt change
- Engine and transmission fluid

## Van Preventive Maintenance Cycle

### 5.7 Inspection A/4,000 (safety) Mile Inspection

- Vehicle interior and exterior (lights, safety equipment, etc.)
- Brake testing
- Door and/or lift/ramp operation/cycling
- Road test (engine, transmission, brake, steering)
- Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)
- Engine compartment (fluid and leak inspection)
- Clean/check battery and cables
- Steam clean/pressure-wash engine
- Mobility device lift inspection and service
- Climate control systems inspection
- Lubrication, oil and filter change (**unless vehicle manufacturer recommends a different interval**)

### 5.8 Inspection B/8,000 Mile Inspection

All items in Inspection A plus:

- Air filter change
- Fuel filter change (if applicable)
- Wiper blade change

### 5.9 Inspection C/12,000 Mile Inspection

All items in Inspection A and B plus:

- HVAC (leaks, filters, temperature checks, function inspections, brushes, and fan motor condition)

### 5.10 Inspection D/24,000 Mile Inspection

All items in Inspection A, B, and C plus:

- Coolant service
- Rear axle service
- Complete tune-up pursuant to manufacturer's specifications
- Evacuate and recharge the air conditioning unit
- Serpentine belt change
- Engine and transmission fluid

Major Components – For this schedule, the term “major components” is defined to include all the components and subsystems listed below:

Condenser	Accessory Drive	Engine
Radiator Fan Hub	Cylinder Heads	Heater Core
Condenser Fan Hub	Engine Blower	King Pins
Alternator	Blower Motor	Seat Cover
Air Compressor	Radiator Fan Clutch	Drive Springs
Transmission	Steering Axle Brakes	Other Springs
Drive Axle Brakes	Turbo-Charger	Steer Shocks
Other Brakes	Starter	Drive Shocks
Steering Gear	Batteries	Other Shocks
Differential	Radiator	Steer Springs
Clutch	Water Pump	Drive Line
Injectors		

## 6. Condition Standards

Below are listed some specific standards as to what is not considered “normal wear and tear” hence requiring repairs/replacement.

- a. Interior – Any broken panels or loose components, any stained, marred, vandalized or scratched panels or components visible to a bus passenger.
- b. Seats – Any broken or malfunctioning mechanism, any broken part of loose component, including sagging spring or foam rubber.
- c. Seat Covers – Any cut, torn or misaligned fabric or vinyl. Any stained, marred, burned or dirty fabric or vinyl, any matted fabric or fabric with malodor.
- d. Windows – Broken or cracked glass. Any glass with defects affecting clear vision.
- e. Any seal or panel allowing excess air or any water into passenger or baggage compartment. Any rust visible from exterior. Any oxidized or faded print. Any dents or scratches visible from entrance area or any other dents or scratches visible and distinguishable from ten feet.
- f. Structure – Any rust that would materially affect the strength of the structure. Any damage that affects the alignment or operation of wheels, drive train, access or entrance doors.
- g. Lights – Any inoperative, dirty, faded or misaligned light. Any lamp containing excess moisture.
- h. Wiring – Any chafed or corroded wiring. Wiring must be of the same gauge and color as original. Splices are to be made with crimped connectors.
- i. Hoses and Lines – Any hose or line with visible chafing wear. Any hose or line that has hardened excessively or has visible cracks. Any fluid leaks.

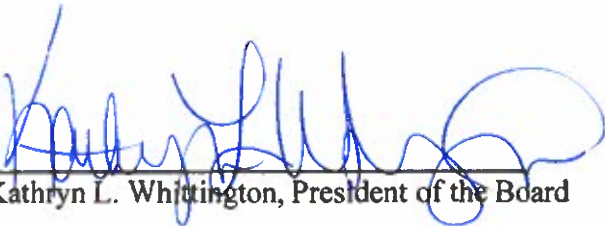
- j. Drive Belts – Any belt visibly cracked or worn to an improper width or length.
- k. Engine – Unusual noises. Excessive smoke. Any coolant leaks. Any oil leaks severe enough to allow oil to drip on the ground or exhaust system. Oil consumption greater than one quart per 250 miles (not including oil used when changing oil and filter). An engine oil sample will be taken at each oil change and sent to an independent, certified laboratory for spectro-mormographic analysis. A copy of the report is to be mailed to the Lessor. Repairs suggested by such report are to be made immediately.
- l. Transmission – Any unusual noises or fluid leaks. Any tendency to jump out of gear or to be difficult to shift smoothly. No excessive slipping of automatic transmission.
- m. Radiator, Condenser and Heater Core – Any fluid leaks, any corrosive damage, any missing, broken or bent fins or tubes. Any clogged or excessively dirty areas hampering air flow. Any interior restriction from dirt, or other foreign matter.
- n. Wheels and Hubs – Any visible cracks or worn mounting surfaces. Pain missing, peeling or cracked. Any visible bent wheel.
- o. Tires – Any mismatched tires, any tire with less than 4/32<sup>nd</sup> tread or as approved by the tire supplier. Any recap on steering. Any tire with cuts, weather cracks or worn sidewalls. Any tire with noticeable air leak.
- p. Steering – Any worn parts causing excessive steering wheel play, unusual tire wear or unusual handling.
- q. Clutch – Any chatter or slippage when fully engaged. Any unusual noise.
- r. A/C / Heat – Any duct air leak allowing outside air to enter other than through originally equipped vents or heated/cooled air to leak to the outside.
- s. Brakes – Any brake part worn beyond manufacturer’s tolerances.
- t. Miscellaneous – Any fluid leaks, any unusual noises, any part worn beyond manufacturer’s tolerances, any loose component, any pest infestation or malodor. Any system not functioning as originally designed.

## 6. Inspection

During the term of the lease, the Lessor or his designee will inspect the buses, facilities and records of the Lessee. Normally this is to be on a quarterly basis. The Lessor will notify the Lessee of such inspection 10-days in advance. The Lessee will make all leased buses available for inspection at such time and will have a representative available for information and assistance.

**IN WITNESS, WHEREOF, the parties hereto have executed this Renewal Agreement on the dates set forth below for the contract period of January 1, 2022 through December 31, 2022.**

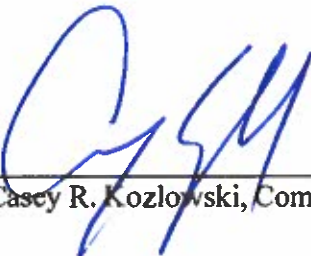
**Lessor:**

  
\_\_\_\_\_  
Kathryn L. Whittington, President of the Board

12-28-21  
Date

  
\_\_\_\_\_  
J. P. Ducro, IV, Vice-President of the Board

12-28-21  
Date

  
\_\_\_\_\_  
Casey R. Kozlowski, Commissioner

12-28-21  
Date

**Lessee:**

  
\_\_\_\_\_  
Signature for MV Transportation, Inc.

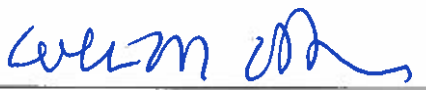
12/16/2021  
Date

Marie Grant, Executive Vice President + CFO  
Print Name and Title

**Attorney Signature Page**

RE: 2022 Equipment Lease Renewal Agreement between the Board of Ashtabula County Commissioners and MV Transportation, Inc.

**Approved as to Legal Form Only:**

By:   
Colleen M. O'Toole, Esq.  
Ashtabula County Prosecutor

12.27.2021  
Date

