

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF XXX, OHIO AND (COMPANY)**

Address

This Memorandum of Understanding (“MOU”) is entered into on _____, 2023 between the City of XXX, Ohio (“City”) and (Company). Except as indicated below, the terms and conditions contained in this MOU represent non-binding, indicative terms and do not constitute an offer or otherwise create a binding agreement or obligation on the parties.

I. Recitals.

- A. (Company) has acquired the site identified in Exhibit A (the “Site”) within the City for the purpose of developing one or more data centers (the “Project”), contingent on the availability of appropriate development incentives to support the economic viability of the Project.
- B. The City and (Company) intend to enter a Community Reinvestment Area Agreement (“CRA Agreement”) by which the City will provide (Company) with real property tax incentives for the development of the Project on the Site.
- C. (company) requires an adequate supply of water and sewer services for the development and operation of the Project, and the City intends to supply such services.
- D. The City and (Company) desire to enter into this MOU to address the availability and supply of water and sewer services for the development and operation of the Project.

II. Non-Binding Provisions.

- A. (Company) and the City intend to enter into a water services agreement (“Agreement”) that provides for the City’s provision of water and sewer services to the Project. The Agreement will include provisions addressing available water and sewer volumes, dates for the City’s provision of water and sewer services and those volumes, and rates (Company) will pay for water and sewer services. The Agreement will also include other terms and conditions commonly found in agreements of a similar nature.
- B. The City and (Company) will cooperate to address the supply of water and sewer services to the Project, including options to increase volumes and accelerate the delivery of water and sewer services to the Project. These options may include recycling and reclaiming water used at the Project or other sites in the area and water storage.
- C. (Company) will provide the City with written notice at least 36 months in advance of its intent to commence a new phase of Project development (“Phase Notice”). Each Phase Notice will include (i) the date (Company) will need water and sewer service for that new phase of the Project, and (ii) the amount of water and sewer services (Company) will need for that new phase of the Project. Within 30 days after (Company) provides the City with a Phase Notice, the City and (Company) will meet to review the information included in the Phase Notice and discuss options for the provision of water and sewer services for the applicable phase of the Project.

III. Binding Provisions. The following provisions are binding on the parties.

- A. The City is able provide water and sewer services to the boundary of the Site for the Project in the following volumes:

Delivery Date	Water Supply	Sewer Supply
	XX Million Gallons per Day ("MGD")	XX MGD

Company will not be responsible for any line extensions to the boundary of the Site or other off-site public infrastructure improvements necessary for the provision of these water and sewer services.

- B. The existence and terms of this MOU are subject to the Nondisclosure Agreement between the City and (Company) dated _____, 202X.
- C. This MOU will be interpreted, governed by, subject to, and construed in all respects in accordance with the laws of the State of Ohio (without giving effect to any principles of conflicts of laws which would lead to the application of the laws of another jurisdiction).

Company

By: _____

Name: _____

CITY OF XXX

By: _____

Name: _____

Exhibit A
Project Site Description
Address
(To Be Attached)

FINANCE DIRECTOR'S CERTIFICATE

As fiscal officer for the City of XXX, I hereby certify that funds sufficient to meet the obligations of the City in this current year under Section III.A of foregoing Memorandum of Understanding have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Section 9.04(F) of the Charter of the City.

Dated: _____, 202X

City of XXX, Ohio
Finance Director