



## COUNCIL AGENDA

**Tuesday, January 3, 2023 - 7:00 pm**  
**Waynesville Municipal Building, 1400 Lytle Road**

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings  
Council, December 19, 2022 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
  - Standing Council Committees
    - a) Finance Committee
    - b) Public Works Committee
    - c) Special Committees
  - Village Manager's Report
  - Police Report
  - Finance Director's Report
  - Law Directors Report
- VIII. New Business:
  - A motion to adopt the Operation and Governance Plans for natural gas and electric.
  - A motion to appoint Chief Copeland permission to sign the applications to the PUCO.

**Legislation:**

**Reading of Ordinances and Resolutions:**

## **First Reading of Ordinances and Resolutions:**

### **ORDINANCE NO. 2023-001**

AN ORDINANCE APPOINTING JEFFREY D. FORBES AND THE LAW FIRM OF WOOD & LAMPING LLP AS LAW DIRECTOR FOR THE VILLAGE OF WAYNESVILLE, OHIO, AND ESTABLISHING THE COMPENSATION

### **ORDINANCE 2023-002**

AN ORDINANCE AMENDING THE VILLAGE OF WAYNESVILLE PERSONNEL POLICY MANUAL REGARDING VACATION LEAVE AND HOLIDAY BENEFITS AND DECLARING AN EMERGENCY

### **ORDINANCE NO. 2023-003**

AUTHORIZING THE VILLAGE MANAGER TO AWARD PROPERTY AND LIABILITY INSURANCE COVERAGE FOR THE VILLAGE OF WAYNESVILLE

## **Second Reading of Ordinances and Resolutions:**

### **ORDINANCE NO. 2022-061**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$14,450 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE THIRD STREET PROJECT

### **ORDINANCE NO. 2022-062**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$20,800 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FRANKLIN PHASE I STREET PROJECT

## **Tabled:**

### **ORDINANCE NO. 2022-041**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE HENRY P. THOMPSON COMPANY FOR SCADA SYSTEM UPGRADE SERVICES

IX. Executive Session

X. Adjournment

*Next Regular Council Meeting:*

**January 17, 2023 at 7:00 pm**

*Upcoming Meetings and Events:*

Public Works, January 3, 2023 @ 6:00 p.m.

Parks and Recreation Board, January 17 @ 6:00 p.m.

Finance Meeting, January 20, 2023 @ 5:00 p.m.

**DRAFT**

**Village of Waynesville  
Council Meeting Minutes  
December 19, 2022 at 7:00 pm**

Present: Mayor Earl Isaacs  
Mr. Brian Blankenship  
Mr. Chris Colvin  
Ms. Joette Dedden  
Mr. Zack Gallagher  
Mr. Troy Lauffer  
Mrs. Connie Miller

Village Staff Present: Jeff Forbes, Law Director; Chief Gary Copeland, Village Manager and Safety Director; Kitty Crockett, Finance Director; Jamie Morley, Clerk of Council

*CLERK’S NOTE- This is a summary of the Village Council Meeting held on Monday, December 19, 2022.*

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Mayor Isaacs called the meeting to order at 7:00 p.m.

Roll Call – 7 present

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**Mayor Acknowledgements**

I was informed by Chief Copeland that emails were being sent with my name on them. I have been hacked and did not send these emails. This is a horrible trick and very upset by it.

I presented a proclamation to Michelle Mays, founder of Foster Hub. This organization helps foster children who have aged out of the system. Ms. Mays was a foster child that aged out of the system and published *Dumpster Doll* to help bring awareness of the struggles foster children face. She has just published her second book.

Merry Christmas to everyone.

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**Disposition of Previous Minutes**

Ms. Dedden made a motion to approve the minutes as written for the Council meeting on December 5, 2022 and Mr. Blankenship seconded the motion.

Motion – Dedden  
Second – Blankenship

**Roll Call – 7 yeas**

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**Public Recognition/Visitor’s Comments**

None

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**Old Business**

None

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**Reports**

**Finance**

The Finance Committee will meet on December 22, 2022 at 5:00 p.m., and the public is encouraged to attend. Would like all Council members to attend.

**Public Works Report**

Public Works will meet on January 3, 2022 and the public is encouraged to attend.

**Special Committee Reports**

The Parks and Rec Board will meet on January 17, 2022 at 6:00 p.m.

Planning Commission will be meeting tomorrow night, December 20, at 7:00 p.m. to discuss the development of the lot at Route 42 and North Street.

**Village Manager Report**

- Thank you to all the Council members for attending the Village Christmas party. Everyone had a great time.

- Provided information on the opioid settlement. The Village should be receiving payments over several years. The first installment was \$420.
- Would like to thank Brian Keith for stepping up and correcting issues with the water distribution station. The building originally failed the building inspection. Brian fixed the issues and it passed inspection. The Village has now received a letter of occupancy.
- There are two ordinances on tonight's agenda to approve the rest of the engineering costs for the two OPWC projects for 2023. This includes Franklin Road from Route 42 to Old Stage and Third Street.
- Ordered a heavy-duty paint striper for the Street Department to paint curbs in the Spring. The old one will be traded in.
- The Street Department is doing a great job on building maintenance. They are doing minor repairs and painting offices. The carpets will be cleaned on January 11.
- Helped Mayor Isaacs with the proclamation given to Michelle Mays.
- The fuel tanks have been filled with diesel and gasoline. Just waiting for the receipt books before the staff starts using them.
- There is an ordinance on tonight's agenda to reinstate an old policy to allow employees to donate sick time to those who have exhausted theirs and are extremely sick. The donation would be totally voluntary. The staff works as a team, and this would allow employees to help an employee in need to provide for their family.
- On behalf of Council and staff, I would like to publicly thank all of the individuals and businesses that provided gift cards to the Village Christmas Party. The businesses include Village Family Restaurant, Stubbs-Conner Funeral Home, Grocery Land, McDonald's, Butter Churn, and Acapulco.
- Planning Commission has a meeting tomorrow to go over the plans to build at the corner of Route 42 and North Street. This will most likely need to go in front of the BZA for variances.

## **Police Report**

- Michael Geyer was honored with the Officer of the Year Award for 2022. He stepped up and filled several shifts as a reserve officer. Now as the latest full-time officer, Patrolman Geyer has great activity and is a great addition to the team.
- On December 10, the Waynesville Pharmacy was broken into and prescription drugs were stolen. Police are working with the Glendale Police Department, Ross County Sheriff Department, and West Chester Police Department who have had similar break-ins with the same description of the car involved. The

cameras at the water distribution station caught the car on camera and police were able to get the make and description of the car but the cameras were not good enough to pick up the license plate.

- Worked with SRO Mermann to complete the school emergency plans.

Mr. Colvin asked if the fuel tanks were to be used only as backups or will they be used for everyday fueling. Chief Copeland responded that he is hoping to use them for everyday fueling but a process and documentation will need to be in place before this can be done.

Mr. Colvin asked when the current contract for the SRO expires and if the school gives feedback for the SRO's evaluation and performance. Chief Copeland responded that the contract was recently renewed, and the school does give feedback on the SRO's performance. They are very happy with him. SRO Mermann gets along well with the superintendent and the kids like him.

### **Financial Director Report**

None

Mr. Colvin asked if the Open Checkbook was up to date. Ms. Crockett was not sure. She thought that only the years that have been audited were uploaded to the program. She knows that the Village has up to 2020 and will check and get it updated if possible.

### **Law Report**

- Sent an email to Council with a reminder that the law director's contract is expiring. Also provided a renewal for the contract.

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### **New Business**

None

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### **Legislation**

### **First Reading of Ordinances and Resolutions**

**Ordinance No. 2022-059**

Ratifying and Accepting Plan for Dental for Village Employees and Dependents and Declaring an Emergency

Ms. Dedden made a motion to waive the two-reading rule for Ordinance 2022-059 and Mrs. Miller seconded the motion.

Motion – Dedden  
Second – Miller

**Roll Call – 7 yeas**

Mr. Blankenship made a motion to adopt Ordinance 2022-059 as an emergency and Mr. Colvin seconded the motion.

Motion – Blankenship  
Second – Colvin

**Roll Call – 7 yeas**

**Resolution No. 2022-060**

A Resolution Amending the Appropriations for the Village of Waynesville for Calendar Year 2022 (Amendment No. 1) and Declaring an Emergency

Ms. Crockett explained that the HRA account has been used more this year than in the past and money needs to be transferred to the account to cover employee claims.

Mrs. Miller made a motion to waive the two-reading rule for Ordinance 2022-060 and Ms. Dedden seconded the motion.

Motion – Miller  
Second – Dedden

**Roll Call – 7 yeas**

Mr. Colvin made a motion to adopt Ordinance 2022-060 as an emergency and Mr. Lauffer seconded the motion.

Motion – Colvin  
Second – Lauffer

**Roll Call – 7 yeas**

**Ordinance No. 2022-061**

Authorizing the Village Manager to Enter into a Contract with Choice One Engineering Corporation in an Amount Not to Exceed \$14,450 for Professional Engineering Services Related to the Third Street Project

Mr. Colvin asked if the ordinance was for the original quoted amount or if it has been increased. Chief Copeland stated the previous ordinances covered the preliminary engineering plans and this is to complete the plans. The quote has not increased. The Village received extra points for having the plans completed before applying for the grant.

Mr. Gallagher made a motion to have the first reading for Ordinance 2022-061 and Mr. Colvin seconded the motion.

Motion – Gallagher  
Second – Colvin

**Roll Call – 7 yeas**

**Ordinance No. 2022-062**

Authorizing the Village Manager to Enter into a Contract with Choice One Engineering Corporation in an Amount Not to Exceed \$20,800 for Professional Engineering Services Related to the Franklin Phase I Street Project

Mr. Gallagher made a motion to have the first reading for Ordinance 2022-062 and Mr. Blankenship seconded the motion.

Motion – Gallagher  
Second – Blankenship

**Roll Call – 7 yeas**

**Ordinance 2022-063**

An Ordinance Amending the Village of Waynesville Personnel Policy Manual Regarding Donation of Paid Leave and Declaring an Emergency

Mr. Blankenship made a motion to waive the two-reading rule for Ordinance 2022-063 and Mr. Lauffer seconded the motion.

Motion – Blankenship  
Second – Lauffer

**Roll Call – 7 yeas**

Mr. Forbes explained that the language is the same as the state law. Donation is voluntary, the Village Manager has the ability to say if the illness qualifies, there is a limit to the amount of time an employee can receive, an employee cannot donate unless they have at least 120 hours of sick time accumulated, and there is a limit to how much each employee can donate. Mr. Forbes further explained only serious and/or life-threatening illnesses qualify. The policy is for employees who cannot come to work and have exhausted all their time off. Mr. Gallagher asked if it was normal to have the Village Manager make the decision if the illness qualifies. Mr. Forbes stated that someone must make the determination and the Village Manager makes sense. Again, the language is taken from State Law. Donation of sick time must be absolutely voluntary and once donated the employee cannot get it back.

Mr. Colvin made a motion to adopt Ordinance 2022-063 as an emergency and Mr. Lauffer seconded the motion.

Motion – Colvin  
Second – Lauffer

**Roll Call – 7 yeas**

**Second Reading of Ordinances and Resolutions**

**Ordinance No. 2022-057**



Authorizing Additional Bonus Compensation for Ashley Richardson and Declaring an Emergency

Ms. Dedden made a motion to adopt Ordinance 2022-057 as an emergency and Mr. Gallagher seconded the motion.

Motion – Dedden  
Second – Gallagher

**Roll Call – 7 yeas**

**Ordinance No. 2022-058**

Authorizing Additional Bonus Compensation for Jamie Morley and Declaring an Emergency

Mr. Colvin made a motion to adopt Ordinance 2022-058 as an emergency and Mr. Blankenship seconded the motion.

Motion – Colvin  
Second – Blankenship

**Roll Call – 7 yeas**

**Tabled Ordinances and Resolutions**

**Ordinance No. 2022-041**

Authorizing the Village Manager to Enter into a Contract with the Henry P. Thompson Company for Scada System Upgrade Services

No action was taken.

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**Executive Session**

Ms. Dedden made a motion to go into executive session at 7:57 p.m. to discuss the employment and compensation of a public employee and Mr. Gallagher seconded.

Motion – Dedden  
Second – Gallagher

**Roll Call – 7 yeas**

Council returned from the executive session at 8:30 p.m. with 7 members present.

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All were in favor to adjourn at 8:35 pm.

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

\_\_\_\_\_  
Jamie Morley, Clerk of Council



Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: Village of Waynesville- Warren County
Street Address: 1400 Lytle Road
City: Waynesville State: Ohio Zip: 45068
Telephone: (513) 897- 8015 Website: https://www.villageofwaynesville.org/

A-2. Contact person for regulatory matters.

Name: Scott Belcastro
Street Address: 1216 Lexington Ave., Suite 301
City: Mansfield State: Ohio Zip: 44907
Telephone: (614) 425-4885 Email: scott@electricssuppliers.org

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Scott Raffeld
Street Address: 1216 Lexington Ave., Suite 301
City: Mansfield State: Ohio Zip: 44907
Telephone: (877) 861-2772 Email: sraffeld@electricssuppliers.org

A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 1216 Lexington Ave., Suite 301
City: Mansfield State: Ohio Zip: 44907
Toll-free Telephone: (877) 861-2772 Email: trebelinfo@trebelllc.com

## B. Managerial Capability

Provide a response or attachment for each of the sections below.

### B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections [4928.20\(A\)](#), [4929.26](#), and/or [4929.27](#) of the Ohio Revised Code.

### B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.

### B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections [4928.20\(D\)](#) or [4929.26\(D\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-17](#) and/or [4901:1-28-04](#) of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

### B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section [4929.22](#) and/or [4928.20](#) of the Ohio Revised Code.

**As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# Competitive Retail Electric Service Affidavit

County of Warren :

State of Ohio :

\_\_\_\_\_, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections [4905.10\(A\)](#), [4911.18\(A\)](#), and [4928.06\(F\)](#), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections [4905.10](#), [4911.18](#), and [4928.06\(F\)](#), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to [Title 49](#), Ohio Revised Code.
5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section [4928.09](#), Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

12. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.

\_\_\_\_\_  
Signature of Affiant & Title

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Signature of official administering oath

\_\_\_\_\_  
Print Name and Title

My commission expires on \_\_\_\_\_

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**VILLAGE OF WAYNESVILLE  
ELECTRIC AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

**Prepared by:**



**Adopted on \_\_\_\_\_, 2022**

## **I. Overview**

In November 2022, a majority of voters authorized the Village of Waynesville ("Village") to create a form of government electric aggregation known as "opt-out" aggregation and to create an opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the Village's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the village after the initial opt-out period may be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in competitive electricity markets by combining multiple electric loads within the Village's limits and negotiating affordable, reliable electric supplies and other related services on behalf of the Village's residents and small commercial consumers. The Village may pursue this purpose individually or in cooperation with other legislative authorities.

Many small commercial and residential electric consumers lack the knowledge, expertise, and bargaining power to effectively negotiate power supply rates and services. A governmental aggregation program provides these consumers with an option for expert representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve the benefits of retail electric competition.

The Aggregation Program is designed to combine multiple electric loads to obtain the best electric generation rate available for those who participate in the Aggregation Program, and/or to gain other favorable economic and non-economic terms in supply agreements. The Village will not buy and resell power but will act as the agent for the Aggregation Program, representing the collective interests of the consumers in the Village to establish the terms and conditions for service. Through a negotiation process, the Village and its Consultant will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm, all-requirements electric service. The contract will run for a fixed term (e.g., one to five years).

The Aggregation Program covers the power supply or generation portion of a Participant's electric bill. AES (AES) will continue to deliver electricity to Aggregation Program Participants' homes and businesses through the electric transmission and distribution system as an electric distribution utility function regulated by the Public Utilities Commission of Ohio (PUCO). AES will also continue to install, operate, and maintain their systems of poles, wires, transformers, and other electric distribution components. Aggregation Program Participants should continue to call AES if their power goes out or if they have billing questions. The PUCO will continue to oversee AES electric safety and reliability service standards.

## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the Village's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom electric rates, terms, and conditions have been negotiated will receive a notice from the Village detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the program will remain on AES's Standard Offer Generation Service until such time as they select an approved CRES Provider. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the Village's limits and retain the same electric account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the electric distribution utility.

The Village, through its Consultant, will negotiate a contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the Village's Consultant on behalf of local consumers.

The Village developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out aggregation of electric consumers.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4928.20 of the Ohio Revised Code, the Village will file such Plan with



the PUCO and will likewise maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with AES.

### **III. Plan of Operation and Governance**

#### **A. Definitions**

1. **Aggregation:** Combining the electric loads of multiple customers for the purpose of supplying or arranging for the supply of competitive retail electric service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Village to oversee the operation and management of the Village's Aggregation Program.
3. **Competitive Retail Electric Service (CRES):** A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail electric service providers, power marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Electric Service Provider (CRES Provider):** A person or entity certified by the PUCO and registered with an electric distribution utility which supplies or offers to supply a competitive retail electric service over an electric distribution utility's transmission and/or distribution system. This term does not apply to an electric distribution utility in its provision of standard offer generation service.
5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's transmission and/or distribution system within the Village's boundaries.
6. **Delivery Charge:** Charge imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).
7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's local poles, wires, transformers, substations, and other equipment. Electric distribution utilities' distribution system operations are regulated by the PUCO.
8. **Electric-Related Service:** A service that is directly related to the consumption of electricity at a consumer's home or business. This may

include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

9. **Electric Supply Charge:** All charges related to the supply of generation of electricity by the CRES Provider.
10. **Governmental Aggregator:** An incorporated township or city, village, or county acting as an aggregator for the provision of a CRES under authority conferred by Section 4928.20 of the Ohio Revised Code.
11. **Kilowatt-hour (kWh):** A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.
12. **Ohio Consumers' Counsel (OCC):** The Office of the Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
13. **Participant:** An eligible consumer enrolled in the Village's Aggregation Program.
14. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
15. **Standard Offer Generation Service:** The electric generation service a consumer will receive from its default electric service provider if the customer does not choose a CRES Provider.

#### **B. Aggregation Program Management**

Due to the complexity of the electric utility industry, the Village has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Village's interests in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns,

providing reports on program operation, negotiating CRES Provider contracts, providing analysis and review of the Village's energy service usage and costs, and providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts, and representing the Village in dealings with CRES Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRES Provider's rates will include an administrative fee, which shall be collected to fund the implementation and administration of the Village's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Village's cost of administering the program, including consulting fees.

Oversight of the Aggregation Program will be the responsibility of the Village's Consultant, in consultation with the Village. The Consultant, in consultation with the Village, will have the authority to develop specifications for the Aggregation Program. The CRES Provider will work under the direction of the Consultant with the advice and counsel of the Village.

### **C. Selection of a CRES Provider and Contract**

The Village will not buy and resell power to Aggregation Program Participants. The Village, through its Consultant, will negotiate with potential CRES providers to provide affordable, reliable electric supply, and other electric-related services on behalf of local consumers. The Village will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Village will develop a contract with a CRES Provider or Providers for firm, all-requirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Village will contract only with a CRES Provider that possesses, at a minimum, the following criteria:

1. Is certified as a CRES Provider by the PUCO;
2. Is registered with AES.
3. Has a service agreement under AES Open Access Transmission Tariff;
4. Has successfully completed Electronic Data Interchange (EDI) computer system testing with AES, and the CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
5. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES Provider, Village, and Consultant to serve and manage the Aggregation Program;

6. Meets standards of creditworthiness established by the PUCO and/or the electric distribution utility;
7. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
8. Holds the Village harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
9. Will assist the Village and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRES Provider's contract will run for a fixed term (e.g., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

The Village will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

#### **D. Electric Supply Charges**

The Village, through its Consultant, will aggregate electric loads within the Village's applicable boundaries (including Village facilities) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRES Provider for affordable, reliable electric supplies and other related services on behalf of Participants. The Village may pursue this purpose individually or in cooperation with other legislative authorities. CRES Providers will supply information on electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the Village. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Village.

#### **E. AES Regulated Customer Classifications and Rates**

The applicable electric distribution utility assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRES Provider's generation supply charges, consumers will continue to be billed for AES service and delivery charges. Although the Village may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the Village to offer its Aggregation Program to eligible residential and non-mercantile commercial customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer

discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in supply agreements compared to the electric distribution utility's avoidable costs or price to compare or Standard Offer Generation Service.

**F. Developing the Pool of Eligible Accounts**

The Village or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the Village's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Electric distribution utility customer account number;
- Electric distribution utility rate code;
- Electric distribution utility PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider; and
- Whether or not a customer has a special service contract with the electric distribution utility.

From this information, the Village, its Consultant, and the CRES Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRES Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in supply agreements.

**G. Initial Consumer Notification and Enrollment**

After contract approval by the Village and its Consultant, the CRES Provider will work with the Village, its Consultant, and the electric distribution utility to identify all eligible consumers within the Village's boundaries.

All eligible consumers will be notified in writing of the rates, charges, and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Village that they wish to opt out of or decline participation in the Aggregation Program without penalty or fees. Consumers opting out of the program will remain on the applicable

distribution utility's Standard Offer Generation Service until such time as they select an approved CRES Provider.

Consumers may opt out of the Aggregation Program by returning a post card, by calling a toll-free number, or by any other means or form provided in the opt-out letter.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the Village of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRES Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Village's boundaries, customers who are already in contract with a CRES provider, customers in a "special rate" contract with an electric distribution utility, and Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with their present electric distribution utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from their electric distribution utility notifying them of their enrollment. Consumers will have seven calendar days to notify the electric distribution utility of any objection to their enrollment in the Aggregation Program. The applicable electric distribution utility will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRES Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRES Provider will report to the Village the status of the Aggregation Program enrollment on at least a quarterly basis.

#### **H. Leaving the Aggregation Program**

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Village may be subject to an early termination fee and may not be served under the same rates, terms, and conditions that apply to other customers served by the electric distribution utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their electric distribution utility's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

**I. CRES Provider Responsibilities**

The CRES Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service delivery identification (SDI) number, and other pertinent information as agreed upon by the Village, Consultant, and the CRES Provider. Such information may include the CRES Provider's account number (if different from utility's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Village and its Consultant will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable electric distribution utility.

The CRES Provider will provide a local or toll-free telephone number for Participant questions or concerns about enrollment, opt-out provisions, billing, and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the Village remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

**J. New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Village's Consultant to obtain

current enrollment information and the applicable contract to opt-in to the established Aggregation Program.

Participants who relocate within the Village limits and retain the same electric utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility. The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

#### **K. Billing**

At this time, the Village plans to utilize the applicable electric distribution utility's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and electric distribution utility's delivery, and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Village will consider other billing options, including CRES Provider consolidated or dual billing, if and when they become available and if it appears advantageous to do so.

#### **L. Questions and Concerns**

The Aggregation Program impacts the source of generation or power supply of electricity to the applicable electric distribution utility. The applicable electric distribution utility will continue to deliver the electricity purchased through the Aggregation Program to Participants' homes and businesses through its electric transmission and distribution system.

Participants with questions or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc., should continue to contact their electric distribution utility. Meter reading or other billing questions should also be directed to their electric distribution utility. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRES Provider. Any other general questions regarding the Aggregation Program should be directed to the Village's Consultant.



| Question or Concern                                | Contact                     | Phone Number                                   |
|--|-----------------------------|--|
| Power outage or interruption                       | AES                         | 1-877-468-8243                                 |
| Connect/disconnect service                         | AES                         | 1-800-433-8500                                 |
| Meter reading/billing                              | AES                         | 1-800-433-8500                                 |
| Enrollment in or opting out of Aggregation Program | CRES Provider<br>Trebel LLC | 1-888-XXX-XXXX<br>1-877-861-2772               |
| Aggregation Program Questions or Concerns          | Trebel LLC                  | 1-877-861-2772                                 |
| Unresolved disputes                                | PUCO                        | 1-800-686-7826 (voice)<br>1-800-686-1570 (TDD) |

**M. Reliability and Indemnification of Consumers**

Electric service reliability is essential to Aggregation Program Participants. The Village will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to your electric distribution utility’s regulated distribution service, and through direct discussions with your electric distribution utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the Village and its Consultant will attempt to acquire an alternative power supply. If this attempt fails, Participants will default to the applicable electric utility’s Standard Offer Generation Service. In no case will Participants be without power as a result of the CRES Provider's failure to provide the supply of generation. The Village and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service. The Village, through its Consultant, also intends to include conditions in its CRES Provider contract that will indemnify Participants against risks or problems with power supply service and price.

**N. Participant Rights**

All Aggregation Program Participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All consumers shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program Participants will be treated equitably. They will be guaranteed the rights to raise and resolve disputes with the CRES Provider, be provided all required notices and information, and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All Consumers within the Village's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing electric service, and the applicable electric utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRES Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to participate in the Aggregation Program.

**O. Participant Responsibilities**

Aggregation Program Participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

**P. Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable electric utility's Standard Generation Offer Service or select another approved CRES Provider.



| PUCO USE ONLY – Version 1.07 |             |                      |
|------------------------------|-------------|----------------------|
| Date Received                | Case Number | Certification Number |
|                              | - GA-GAG    |                      |

CERTIFICATION APPLICATION
OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (Example: Exhibit B-1 – Authorizing Ordinance). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

SECTION A - APPLICANT INFORMATION

A-1 Applicant information:

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Legal Name Village of Waynesville- Warren County
Address 1400 Lytle Road, Waynesville, Ohio 45068
Telephone No. (513) 897-8015 Web site address https://www.villageofwaynesville.org/
Current PUCO Certificate Number Effective Dates
County Warren

A-2 Contact person for regulatory or emergency matters:

Name Scott Belcastro Title Consultant / Principal
Business Address 1216 Lexington Ave. Suite 301, Mansfield, OH. 44907
Telephone No. 614.425.4885 Fax No. 614.417.0410 Email Address scott@naturalgassuppliers.org

A-3 Contact person for Commission Staff use in investigating customer complaints:

Name Scott Belcastro Title Consultant / Principal
Business address 1216 Lexington Ave. Suite 301, Mansfield, OH. 44907
Telephone No. 614.425.4882 Fax No. 614.417.0410 Email Address scott@naturalgassuppliers.org

A-4 Applicant's address and toll-free number for customer service and complaints:

Customer service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907
Toll-Free Telephone No. 877-861-2772 Fax No. 614.417.0410 Email Address sales@naturalgassuppliers.o

**SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1** Exhibit B-1 “Authorizing Ordinance,” provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2** Exhibit B-2 “Operation and Governance Plan,” provide a copy of the applicant’s plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3** Exhibit B-3 “Automatic Aggregation Disclosure Notification,” if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4** Exhibit B-4 “Opt-Out Notice,” provide a draft copy of the applicant’s opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5** Exhibit B-5 “Experience,” provide a detailed description of the applicant’s experience and plan for: providing aggregation services *(including contracting with consultants, broker/aggregators, retail natural gas suppliers)*; providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title

Sworn and subscribed before me this                      day of                      Month                      Year

Signature of official administering oath                      Print Name and Title

My commission expires on



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )  
[The Village of Waynesville] )  
for a Certificate or Renewal Certificate to Provide )  
Natural Gas Governmental Aggregation Service in )  
Ohio. )

Case No. [ ]-GA-GAG

County of [Warren]  
State of [Ohio]

[ ] [Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title [ ]

Sworn and subscribed before me this [ ] day of [ ] Month [ ] Year

[ ]  
Signature of Official Administering Oath

[ ]  
Print Name and Title

My commission expires on [ ]

**VILLAGE OF WAYNESVILLE  
NATURAL GAS  
GOVERNMENTAL AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

**Prepared by:**



**Adopted on \_\_\_\_\_, 2022**

## **I. Overview**

In November 2022, a majority of voters authorized the Village of Waynesville (“Village”) to create a form of natural gas governmental aggregation known as “opt-out” aggregation and to create an opt-out natural gas governmental aggregation program (Aggregation Program) as provided under Section 4929.26 of the Ohio Revised Code. Under the opt-out Aggregation Program, all eligible natural gas consumers within the Village's limits will be automatically included in the Aggregation Program initially. However, all consumers will be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period may be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in competitive natural gas markets by combining natural gas needs within the Village's limits and negotiating affordable, reliable natural gas supplies and other related services on behalf of the Village’s residents and small commercial consumers. The Village may pursue this purpose individually or in cooperation with other legislative authorities.

Many small commercial and residential natural gas consumers lack the knowledge, expertise, and bargaining power to effectively negotiate gas supply rates and services. A governmental aggregation program provides these consumers with an option for expert representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve the benefits of retail natural gas competition.

The Aggregation Program is designed to combine natural gas requirements in order to obtain the best natural gas supply rate available for those who participate in the Aggregation Program, and/or to gain other favorable economic and non-economic terms in supply agreements. The Village and its Consultant, Trebel LLC, will not buy and resell natural gas, but will act as agents for the Aggregation Program, representing the collective interests of the consumers in the Village to establish the terms and conditions for service. Through a negotiation process, the Village and its Consultant will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) or Providers for firm, all-requirements natural gas service. The contract will run for a fixed term.

The Aggregation Program covers the natural gas supply portion of a Participant's natural gas bill. The natural gas utility, CenterPoint Energy will continue to deliver natural gas to Aggregation Program Participants' homes and businesses through its natural gas utility functions regulated by the Public Utilities Commission of Ohio (PUCO). Aggregation Program Participants should continue to call CenterPoint Energy if they experience an issue with their natural gas service or if they have billing questions. The PUCO will continue to oversee natural gas safety and reliability service standards.

## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the Village's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom natural gas rates, terms, and conditions have been negotiated will receive a notice from the Village detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the Aggregation Program will remain on CenterPoint Energy's Standard Choice Offer until such time as they select an approved CRNGS Provider. If the term of the Aggregation Program is longer than two years, a similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Village's Consultant or CRNGS Provider to obtain current enrollment information and applicable contract.

Participants who relocate within the Village's limits and retain the same natural gas account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the natural gas distribution utility.

The Village, through its Consultant, will negotiate a contract with a CRNGS Provider to implement and operate the Aggregation Program. Contracts for natural gas supply and other related services will be negotiated, recommended, and monitored for compliance by the Village's Consultant on behalf of local consumers.

The Village developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out governmental aggregation of natural gas consumers.



After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4929.26 of the Ohio Revised Code, the Village will file such Plan with the PUCO and will likewise maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with the applicable natural gas utility.

### III. Plan of Operation and Governance

#### A. Definitions

1. **Aggregation:** Combining the natural gas requirements of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Village to oversee the operation and management of the Village's Aggregation Program.
3. **Competitive Retail Natural Gas Service (CRNGS):** A component of retail natural gas service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail natural gas service providers, marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Natural Gas Service Provider (CRNGS Provider):** A person or entity certified by the PUCO and registered with natural gas utility which supplies or offers to supply competitive natural gas supply/service over a natural gas utility's transmission and/or distribution system.
5. **Consumer:** Any person or entity that is an end user of natural gas and is connected to any part of the applicable natural gas utility's transmission and/or distribution system within the Village's boundaries.
6. **Delivery Charge:** Charge imposed by the natural gas utility for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, maintaining system reliability and responding during emergencies and outages.
7. **Distribution:** The delivery of natural gas to a consumer's home or business through a natural gas utility's infrastructure and other equipment. Natural gas utilities' distribution system operations are regulated by the PUCO.

8. **Natural Gas Supply Charge:** All charges related to the supply of natural gas by the CRNGS Provider.
9. **Governmental Aggregator:** An incorporated Village or city, Village, or county acting as an aggregator for the provision of a CRNGS under authority conferred by Section 4929.26 of the Ohio Revised Code.
10. **Ohio Consumers' Counsel (OCC):** O The Office of the Ohio Consumers Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
11. **Participant:** An eligible consumer enrolled in the Village's Aggregation Program.
12. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
13. **Standard Choice Offer:** The natural gas service a consumer will receive from its default natural gas service provider if the customer does not choose a CRNGS Provider.

**B. Aggregation Program Management**

Due to the complexity of the natural gas utility industry, the Village has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Village's interests in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRNGS Provider contracts, providing analysis and review of the Village's natural gas service usage and costs, and providing consulting services to aggregate and procure natural gas and/or related services, products, and accounts, and representing the Village in dealings with CRNGS Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRNGS Provider's rates will include an administrative fee, which shall be collected to fund the implementation and administration of the Village's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Village's cost of administering the program, including consulting fees.

Oversight of the Aggregation Program will be the responsibility of the Village's Consultant, in consultation with the Village. The Consultant, in consultation with the Village, will have the authority to develop specifications for the Aggregation Program. The CRNGS Provider will work under the direction of the Consultant with the advice and counsel of the Village.

### **C. Selection of a CRNGS Provider and Contract**

Neither the Village nor its Consultant will buy and resell natural gas to Aggregation Program Participants. The Village, through its Consultant, will negotiate with potential CRNGS providers to provide affordable, reliable natural gas supply, and other related services on behalf of local consumers. The Village will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Village will develop a contract with a CRNGS Provider or Providers for firm, all-requirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Village will contract only with a CRNGS Provider that possesses, at a minimum, the following criteria:

1. Is certified as a CRNGS Provider by the PUCO;
2. Is registered with the applicable natural gas utility;
3. Has entered into a service or supply agreement with the applicable natural gas utility as established by the PUCO;
4. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRNGS Provider, Village, and Consultant to serve and manage the Aggregation Program;
5. Meets standards of creditworthiness established by the PUCO and/or the natural gas distribution utility;
6. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
7. Holds the Village harmless from any financial obligations arising from offering natural gas and/or related services to Aggregation Program Participants; and
9. Will assist the Village and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRNGS Provider's contract will run for a fixed term and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

The Village will require any CRNGS Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

**D. Natural Gas Supply Charges**

The Village, through its Consultant, will aggregate natural gas requirements within the Village's applicable boundaries (including Village facilities if appropriate) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRNGS Provider for affordable, reliable natural gas supplies and other related services on behalf of Participants. The Village may pursue this purpose individually or in cooperation with other legislative authorities. CRNGS Providers will supply information on natural gas supply charges by utility customer rate classification or other appropriate pricing category as approved by the Village. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Village.

**E. CenterPoint Energy's Regulated Customer Classifications and Rates**

The natural gas utility, CenterPoint Energy, assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRNGS Provider's supply charges, consumers will continue to be billed for the natural gas utility's service and delivery charges. Although the Village may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the Village to offer its Aggregation Program to all eligible residential and non-mercantile commercial customers for which the CRNGS Provider can offer energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in the supply agreements compared to the natural gas utility's avoidable costs or price to compare or standard offer service.

**F. Developing the Pool of Eligible Accounts**

The Village or its Consultant shall request the natural gas utility to provide current customer information for all customers within the Village's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Natural gas utility customer account number;
- Natural gas utility rate code;

- Natural gas utility PIPP code;
- Customer usage data;
- Whether or not a customer has a present contract with a CRNGS Provider; and
- Whether or not a customer has a special service contract with the natural gas utility.

From this information, the Village, its Consultant, and the CRNGS Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRNGS Provider can offer energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in the supply agreements.

### **G. Initial Consumer Notification and Enrollment**

After contract approval by the Village and its Consultant, the CRNGS Provider will work with the Village, its Consultant, and the natural gas utility to identify all eligible consumers within the Village's boundaries.

All eligible consumers will be notified in writing of the rates, charges, and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Village that they wish to opt out of, or decline participation in, the Aggregation Program without penalty or fees. Consumers opting out of the program will remain on the applicable distribution utility's Standard Choice Offer until such time as they select an approved CRNGS Provider.

Consumers may opt out of the Aggregation Program by returning a post card, by calling a toll free number, or by any other means or form provided in the opt-out letter.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Village of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRNGS Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Village's boundaries, customers who are already in contract with a CRNGS provider, nonresidential customers who qualify as "mercantile customers" under PUCO rules, Percentage of Income Payment Plan (PIPP) consumers or consumers taking service under a similar or successor program, and consumers whose accounts are not current with their

present natural gas utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Eligible consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from their natural gas utility notifying them of their enrollment. Consumers will have seven calendar days to notify the natural gas utility of any objection to their enrollment in the Aggregation Program. The applicable natural gas utility will notify the CRNGS Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRNGS Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRNGS Provider will report to the Village the status of the Aggregation Program enrollment on at least a quarterly basis.

#### **H. Leaving the Aggregation Program**

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Village may be subject to an early termination fee and may not be served under the same rates, terms, and conditions that apply to other customers served by the natural gas utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their natural gas utility's Standard Choice Offer until such time as the consumer selects another approved CRNGS Provider.

#### **I. CRNGS Provider Responsibilities**

The CRNGS Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service identification number, and other pertinent information as agreed upon by the Village, Consultant, and the CRNGS Provider. Such information may include the CRNGS Provider's account number (if different from utility account number), rate code, rider code (if applicable), most recent 12 months of natural gas consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Village and its Consultant will have the right to access information in the database for purposes of auditing.

The CRNGS Provider will provide and maintain the required computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable natural gas utility.

The CRNGS Provider will provide a local or toll-free telephone number for Participant questions or concerns about enrollment, opt-out provisions, billing, and other Aggregation Program issues.

The CRNGS Provider will develop internal controls and processes to help ensure that the Village remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

**J. New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Village's Consultant to obtain current enrollment information and applicable contract to opt-in to the established Aggregation Program.

Participants who relocate within the Village limits and retain the same natural gas utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the natural gas utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's natural gas utility. The CRNGS Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

**K. Billing**

At this time, the Village plans to utilize the applicable natural gas utility's consolidated billing service in which each consumer account receives one bill itemizing the CRNGS Provider's natural gas supply charges and the natural gas utility's delivery and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Village will consider other billing options, including CRNGS Provider consolidated or dual billing, if and when they become available and if it appears advantageous to do so.

**L. Questions and Concerns**

The Aggregation Program impacts the natural gas supply of natural gas to the applicable electric distribution utility. The applicable natural gas utility will continue to deliver the natural gas purchased through the Aggregation Program to Participants' homes and businesses through its transmission and distribution system.

Participants with questions or concerns regarding service delivery or safety, such as a service problem or the odor of gas, should continue to contact their natural gas distribution utility. Meter reading or other billing questions should also be directed to their natural gas distribution utility. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRNGS Provider. Any other general questions regarding the Aggregation Program should be directed to the Village's Consultant.

| <b>Question or Concern</b>                         | <b>Contact</b>  | <b>Phone Number</b>                            |
|--|---|--|
| Service interruption or safety concern             | CenterPoint Energy  | 1-800-227-1376                                 |
| Connect/disconnect service                         | CenterPoint Energy  | 1-800-227-1376                                 |
| Meter reading/billing                              | CenterPoint Energy  | 1-800-227-1376                                 |
| Enrollment in or opting out of Aggregation Program | CRNGS Provider<br>OR<br>Village's Consultant,<br>Trebel LLC | 1-888-XXX-XXXX<br><br>1-877-861-2772           |
| Aggregation Program Questions or Concerns          | Village's Consultant,<br>Trebel LLC                         | 1-877-861-2772                                 |
| Unresolved disputes                                | PUCO  | 1-800-686-7826 (voice)<br>1-800-686-1570 (TDD) |

**M. Reliability and Indemnification of Consumers**

Natural gas service reliability is essential to Aggregation Program Participants. The Village will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to your natural gas utility's regulated distribution services, and through direct discussions with your natural gas utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRNGS Provider fails to provide uninterrupted service, the Village and its Consultant will attempt to acquire an alternative natural gas supply. If this attempt fails, Participants will default to the applicable natural gas utility's Standard Choice Offer. In no case will Participants be without natural gas as a



result of the CRNGS Provider's failure to provide the supply of natural gas. The Village and its Consultant will seek to minimize this risk by contracting only with reputable CRNGS Providers that have demonstrated reliable service. The Village, through its Consultant, also intends to include conditions in its CRNGS Provider contract that will indemnify Participants against risks or problems with natural gas supply service.

**N. Participant Rights**

All Aggregation Program Participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All consumers shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program Participants will be treated equitably. They will be guaranteed the rights to raise and resolve disputes with the CRNGS Provider, be provided all required notices and information, and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All Consumers within the Village's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing natural gas service, and the applicable natural gas utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRNGS Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to participate in the Aggregation Program.

**O. Participant Responsibilities**

Aggregation Program Participants are subject to the same standards and responsibilities as other natural gas consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

**P. Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal, or subsequent

## Village of Waynesville Operation and Governance Plan – Natural Gas Aggregation

contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable natural gas utility's Standard Choice Offer or select another approved CRNGS Provider.

**ORDINANCE NO. 2023-001**

**AN ORDINANCE APPOINTING JEFFREY D. FORBES AND THE LAW FIRM OF  
WOOD & LAMPING LLP AS LAW DIRECTOR  
FOR THE VILLAGE OF WAYNESVILLE, OHIO,  
AND ESTABLISHING THE COMPENSATION**

**WHEREAS**, Article VI, Section 6.2 of the Waynesville Charter provides that the Law Director shall be appointed by Council upon such terms as authorized by Council; and

**WHEREAS**, attorney Jeffrey D. Forbes and the law firm of Wood & Lamping LLP have experience in the practice of municipal law; and

**WHEREAS**, Council has determined that Jeffrey D. Forbes and the law firm of Wood & Lamping LLP are qualified to serve as Law Director for the Village of Waynesville.

**NOW, THEREFORE, BE IT ORDAINED** by the Village Council of the Village of Waynesville, with at least five members elected thereto concurring:

**Section 1.** That Jeffrey D. Forbes and the law firm of Wood & Lamping LLP are hereby appointed Law Director of the Village of Waynesville.

**Section 2.** That the terms of compensation for the legal services of Law Director shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein and shall be effective January 1, 2023.

**Section 3.** That the Village Manager is hereby authorized and directed to execute the agreement attached hereto as Exhibit "A."

**Section 4.** That is Ordinance shall be in effect from and after the earliest period allowed by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**AGREEMENT ESTABLISHING COMPENSATION FOR LEGAL SERVICES OF  
LAW DIRECTOR AND WOOD & LAMPING LLP  
FOR THE PERIOD BEGINNING JANUARY 1, 2023~~1~~, THROUGH DECEMBER 31,  
2024~~2~~**

This Agreement is entered into by and between the Village of Waynesville, Ohio, 1400 Lytle Road, Waynesville, Ohio 45068, hereinafter called "Village", and Jeffrey D. Forbes and the law firm of Wood & Lamping LLP, 600 Vine St., Suite 2500, Cincinnati, Ohio 45202, hereinafter called "Law Director."

WITNESSETH:

**WHEREAS**, Jeffrey D. Forbes is by reason of training and experience capable of acting as the legal adviser, attorney, and counsel for the Village and for all offices, departments, divisions, bureaus, boards, commissions and bodies of the Village in connection with Village affairs; and

**WHEREAS**, pursuant to Section 6.02 of the Village Charter, the Village desires to appoint and retain Jeffrey D. Forbes and the law firm of Wood & Lamping LLP as the Law Director who shall serve at the pleasure of Council.

**NOW, THEREFORE**, pursuant to the above recitals, and for other good and valuable consideration, the parties agree as follows:

**A. RETAINER PAYMENTS**

1. Effective January 1, 2023~~1~~, an annual retainer payment in the amount of Twenty ~~Three-Four~~ Thousand Five Hundred Dollars (\$243,500.00) shall be made to the law firm of Wood & Lamping LLP, payable on a monthly basis, upon presentation of a general invoice. The Retainer Payment shall be considered payment for services as described below:
  - a. Attendance, including travel time, at regular Council Meetings, including up to one (1) hour work sessions prior to any regular Council meeting at the request of the Mayor, any Council member, or the Village Manager.
  - b. Drafting and/or reviewing any ordinances and resolutions requested by the Mayor, Council members or Village Manager.

**B. ADDITIONAL LEGAL SERVICES**

1. Effective January 1, 2023~~1~~, an hourly rate of Two Hundred ~~Six-Fifteen~~ dollars (\$215~~06~~.00) will be paid on a monthly basis for the performance of additional legal services upon presentation of an invoice which provides sufficient detail as to the services rendered and the hours expended such that the Mayor, Council members, and the Village Manager may understand and evaluate those matters from time to time. Such Additional Legal Services include, but are not limited to, research assignments, drafting legal opinions, telephone calls related to Village business, and attending any special Council meetings or meetings of any Village Board or Commission, such as Planning Commission or Zoning Board of Appeals. It is

understood that the hourly rate for Additional Legal Services includes travel time and shall be billed in fifteen (15) minute increments.

2. Additional Legal Services shall also include any litigation and administrative appeals.
3. Jeffrey D. Forbes, as Law Director, shall be responsible for the performance of all additional legal services. While other legal professionals within the law firm of Wood & Lamping LLP may render performance of these duties, the Law Director shall retain ultimate and final responsibility for the rendering of these services. In any such matters so assigned, the Law Director shall retain ultimate responsibility and shall inform Council of the status of all legal services and matters on a periodic basis, as needed.

**C. ADDITIONAL PROVISIONS**

1. Reasonable reimbursement shall be made for expenses incurred during and in support of any legal services contemplated herein under. These shall include, but not be limited to, court costs, costs of litigation, mileage and such other pertinent expenses, costs and fees. However, no expenses for mileage shall be paid for travel to or from law offices of attorneys and the municipal building or other locations when the purpose of the travel is to attend any regularly scheduled Council meeting for which compensation is to be made under the Retainer Payment.
2. Jeffrey D. Forbes and the law firm of Wood & Lamping LLP shall not be responsible for prosecution in the Village of Waynesville Mayor's Court, nor for cases transferred or appealed to the Warren County Court.
3. Jeffrey D. Forbes and the law firm of Wood & Lamping LLP shall serve as independent contractors and shall not be entitled to any other benefits afforded to Village employees.
4. Council may at any time amend or modify the aforesaid terms for compensation for legal services, provided, however, that such amendments or modifications shall be mutually agreed to by the Law Director and shall not become effective sooner than thirty days subsequent to the adoption of such legislation.

*Signature page to follow.*

**ORDINANCE NO. 2023-001**

**AN ORDINANCE APPOINTING JEFFREY D. FORBES AND THE LAW FIRM OF  
WOOD & LAMPING LLP AS LAW DIRECTOR  
FOR THE VILLAGE OF WAYNESVILLE, OHIO,  
AND ESTABLISHING THE COMPENSATION**

**WHEREAS**, Article VI, Section 6.2 of the Waynesville Charter provides that the Law Director shall be appointed by Council upon such terms as authorized by Council; and

**WHEREAS**, attorney Jeffrey D. Forbes and the law firm of Wood & Lamping LLP have experience in the practice of municipal law; and

**WHEREAS**, Council has determined that Jeffrey D. Forbes and the law firm of Wood & Lamping LLP are qualified to serve as Law Director for the Village of Waynesville.

**NOW, THEREFORE, BE IT ORDAINED** by the Village Council of the Village of Waynesville, with at least five members elected thereto concurring:

**Section 1.** That Jeffrey D. Forbes and the law firm of Wood & Lamping LLP are hereby appointed Law Director of the Village of Waynesville.

**Section 2.** That the terms of compensation for the legal services of Law Director shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein and shall be effective January 1, 2023.

**Section 3.** That the Village Manager is hereby authorized and directed to execute the agreement attached hereto as Exhibit "A."

**Section 4.** That is Ordinance shall be in effect from and after the earliest period allowed by law.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**AGREEMENT ESTABLISHING COMPENSATION FOR LEGAL SERVICES OF  
LAW DIRECTOR AND WOOD & LAMPING LLP  
FOR THE PERIOD BEGINNING JANUARY 1, 2023~~1~~, THROUGH DECEMBER 31,  
2024~~2~~**

This Agreement is entered into by and between the Village of Waynesville, Ohio, 1400 Lytle Road, Waynesville, Ohio 45068, hereinafter called "Village", and Jeffrey D. Forbes and the law firm of Wood & Lamping LLP, 600 Vine St., Suite 2500, Cincinnati, Ohio 45202, hereinafter called "Law Director."

WITNESSETH:

**WHEREAS**, Jeffrey D. Forbes is by reason of training and experience capable of acting as the legal adviser, attorney, and counsel for the Village and for all offices, departments, divisions, bureaus, boards, commissions and bodies of the Village in connection with Village affairs; and

**WHEREAS**, pursuant to Section 6.02 of the Village Charter, the Village desires to appoint and retain Jeffrey D. Forbes and the law firm of Wood & Lamping LLP as the Law Director who shall serve at the pleasure of Council.

**NOW, THEREFORE**, pursuant to the above recitals, and for other good and valuable consideration, the parties agree as follows:

**A. RETAINER PAYMENTS**

1. Effective January 1, 2023~~1~~, an annual retainer payment in the amount of Twenty ~~Three-Four~~ Thousand Five Hundred Dollars (\$24~~3~~,500.00) shall be made to the law firm of Wood & Lamping LLP, payable on a monthly basis, upon presentation of a general invoice. The Retainer Payment shall be considered payment for services as described below:
  - a. Attendance, including travel time, at regular Council Meetings, including up to one (1) hour work sessions prior to any regular Council meeting at the request of the Mayor, any Council member, or the Village Manager.
  - b. Drafting and/or reviewing any ordinances and resolutions requested by the Mayor, Council members or Village Manager.

**B. ADDITIONAL LEGAL SERVICES**

1. Effective January 1, 2023~~1~~, an hourly rate of Two Hundred ~~Six-Fifteen~~ dollars (\$21~~5~~06.00) will be paid on a monthly basis for the performance of additional legal services upon presentation of an invoice which provides sufficient detail as to the services rendered and the hours expended such that the Mayor, Council members, and the Village Manager may understand and evaluate those matters from time to time. Such Additional Legal Services include, but are not limited to, research assignments, drafting legal opinions, telephone calls related to Village business, and attending any special Council meetings or meetings of any Village Board or Commission, such as Planning Commission or Zoning Board of Appeals. It is

understood that the hourly rate for Additional Legal Services includes travel time and shall be billed in fifteen (15) minute increments.

2. Additional Legal Services shall also include any litigation and administrative appeals.
3. Jeffrey D. Forbes, as Law Director, shall be responsible for the performance of all additional legal services. While other legal professionals within the law firm of Wood & Lamping LLP may render performance of these duties, the Law Director shall retain ultimate and final responsibility for the rendering of these services. In any such matters so assigned, the Law Director shall retain ultimate responsibility and shall inform Council of the status of all legal services and matters on a periodic basis, as needed.

**C. ADDITIONAL PROVISIONS**

1. Reasonable reimbursement shall be made for expenses incurred during and in support of any legal services contemplated herein under. These shall include, but not be limited to, court costs, costs of litigation, mileage and such other pertinent expenses, costs and fees. However, no expenses for mileage shall be paid for travel to or from law offices of attorneys and the municipal building or other locations when the purpose of the travel is to attend any regularly scheduled Council meeting for which compensation is to be made under the Retainer Payment.
2. Jeffrey D. Forbes and the law firm of Wood & Lamping LLP shall not be responsible for prosecution in the Village of Waynesville Mayor's Court, nor for cases transferred or appealed to the Warren County Court.
3. Jeffrey D. Forbes and the law firm of Wood & Lamping LLP shall serve as independent contractors and shall not be entitled to any other benefits afforded to Village employees.
4. Council may at any time amend or modify the aforesaid terms for compensation for legal services, provided, however, that such amendments or modifications shall be mutually agreed to by the Law Director and shall not become effective sooner than thirty days subsequent to the adoption of such legislation.

*Signature page to follow.*



**VILLAGE OF WAYNESVILLE:**

---

Village Manager

**LAW DIRECTOR:**

---

Jeffrey D. Forbes

On behalf of Wood & Lamping LLP

**ORDINANCE 2023-002**

**AN ORDINANCE AMENDING THE VILLAGE OF WAYNESVILLE PERSONNEL POLICY MANUAL REGARDING VACATION LEAVE AND HOLIDAY BENEFITS AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Section 35.01 of the Waynesville Codified Ordinances, the Village of Waynesville has adopted and approved a Personnel Policy Manual; and

**WHEREAS**, section 5.2(c) of the personnel policy manual requires that vacation leave shall be taken in units of not less than 4 hours; and

**WHEREAS**, section 5.1(e) governs pay rates for time actually worked on a holiday; and

**WHEREAS**, Village Council now desires to make certain amendments to the Personnel Policy Manual to address these sections.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring:

Section 1. That the Village of Waynesville Personnel Policy Manual, as adopted by Section 35.01 of the Waynesville Codified Ordinances, is hereby amended such that section 5.2(c) shall provide that vacation leave shall be taken in units of not less than one hour increments, and that section 5.1(e) shall provide that full-time and part-time employees shall also be paid at 1 and ½ times their regular rate of pay for time actually worked on a holiday.

Section 2. That the amendments to section 5.1 shall be effective retroactively to December 21, 2022.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to update the personnel policy manual at the earliest possible date.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 2023-003**

**AUTHORIZING THE VILLAGE MANAGER TO AWARD PROPERTY AND LIABILITY INSURANCE COVERAGE FOR THE VILLAGE OF WAYNESVILLE**

WHEREAS, it is necessary for the Village of Waynesville to have continuous property and liability insurance coverage; and

WHEREAS, Ohio Plan Risk Management, Inc. has submitted a proposal for one year of coverage.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring that:

Section 1. That the insurance policy, as written by Ohio Plan Risk Management for the issuance of automobile, general liability, police, professional liability, public officials liability, property insurance and other insurance as determined by the Village Manager in the name of the Village of Waynesville, is hereby awarded in an amount not to exceed \$24,009 for a one year period of March 2023 through March 2024. A copy of the policy is on file with the Finance Director.

Section 2. That the Village Manager is hereby authorized to execute any and all documents necessary to implement said coverage.

Section 3. That the expenditure of an amount not to exceed \$24,009 for one policy year is hereby authorized.

Section 4. That Ohio Plan Risk Management, Inc. is hereby authorized to render professional consultation with respect to insurance coverage for the policy year.

Section 5. That is Ordinance shall be in effect from and after the earliest period allowed by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



811 Madison Avenue | Toledo, OH 43604  
T 855-762-3139 F 419-259-6099

## Village of Waynesville 2023/2024 Renewal Summary

Expiring Premium \$26,682  
Advantage Credit (\$ 1,103)  
Final Premium \$25,579

Renewal Premium \$26,386  
Advantage Credit (\$ 2,377)  
Final Premium \$24,009

Decrease in premium is \$1,570 and reflective of the following:

- 1) Building and Personal Property values increased by \$7,481
- 2) Scheduled Equipment values increased by \$79,000
- 3) Computer Equipment values increased by \$3,132
- 4) Expenditures increased by \$16,490
- 5) Number of vehicles decreased by 2
- 6) Rate decrease of .12%

Bond for Chief Copland will be renewed when we renew the package and the additional premium is \$50 annually.





**Cyber Liability Options:**

| Limit     | Deductible | Premium |
|-----------|------------|---------|
| \$250,000 | \$25,000   | \$550*  |
| \$250,000 | \$10,000   | +\$191  |
| \$250,000 | \$5,000    | +\$280  |

| Limit     | Deductible | Premium |
|-----------|------------|---------|
| \$500,000 | \$25,000   | +\$335  |
| \$500,000 | \$10,000   | +\$557  |
| \$500,000 | \$5,000    | +777    |

| Limit       | Deductible | Premium  |
|-------------|------------|----------|
| \$1,000,000 | \$25,000   | +\$557   |
| \$1,000,000 | \$10,000   | +\$831   |
| \$1,000,000 | \$5,000    | +\$1,108 |

\*Premium included in current proposal





## Ohio Plan Package Proposal

### Village of Waynesville

1400 Lytle Road  
Waynesville, OH 45068

**Effective Date of Coverage:** 03/12/23 to 03/12/24

▶ **Prepared by:**  
*Hylant Administrative Services, LLC  
811 Madison Ave., 11th Floor  
Toledo, OH 43603-2083*



## BOARD OF DIRECTORS

With history dating back to 1988, the Ohio Plan Risk Management, Inc. (Ohio Plan) was formed to provide affordable, comprehensive property and liability coverage to Ohio's public entities. The Ohio Plan is managed by a board of directors composed of individual representatives from a diverse selection of local governments. The board of directors ensures the Ohio Plan meets the common needs of all its members.

| Board Officers   |   |  |
|--|---|--|
| <p><b><u>Chris Gilbert</u></b><br/> <b>Ohio Plan - President</b><br/>           Springfield Township<br/>           Hamilton County<br/>           cgilbert@springfieldtwp.org</p> | <p><b><u>Joel Montgomery</u></b><br/> <b>Ohio Plan – Vice President</b><br/>           City of Wooster<br/>           Wayne County<br/>           jmontgomery@woosteroh.com</p> | <p><b><u>Bret Henninger</u></b><br/> <b>Ohio Plan - Secretary</b><br/>           Great Parks<br/>           Hamilton County<br/>           bhenninger@greatparks.org</p> |

| Board Members   |  |  |
|---|--|--|
| <p><b><u>John Applegate</u></b><br/>           City of Union<br/>           Montgomery County<br/>           japplegate@unionoh.org</p>             | <p><b><u>Erika Buri</u></b><br/>           The Olander Park System<br/>           Lucas County<br/>           eburi@olanderpark.com</p>              | <p><b><u>Jim Crandall, CPA</u></b><br/>           Muskingum Watershed<br/>           Conservancy District<br/>           Tuscarawas County<br/>           jcrandall@mwcd.org</p> |
| <p><b><u>Jamie Giguere</u></b><br/>           City of Wauseon<br/>           Fulton County<br/>           Jamie.giguere@cityofwauseon.com</p>       | <p><b><u>Michael Hampton</u></b><br/>           Springfield Township<br/>           Lucas County<br/>           mhampton@springfieldtownship.net</p> | <p><b><u>Kerry Reed</u></b><br/>           Newton Falls Public Library<br/>           Trumbull County<br/>           kerryreed@newtonfalls.org</p>                               |
| <p><b><u>Joseph F. Stefanov</u></b><br/>           City of New Albany<br/>           Franklin County<br/>           jstefanov@newalbanyohio.org</p> |  | <p><b><u>Jennifer Wilder</u></b><br/>           City of Oakwood<br/>           Montgomery County<br/>           wilder@oakwood.oh.us</p>   |



## MEMBER BENEFITS | PLAN ADVANTAGE

The Ohio Plan Advantage is a premium contribution that may be rewarded to a member on an annual basis based upon that member's consecutive years of membership, loss ratio calculation and risk management practices.

| Membership Years               | Premium Contribution <sup>(1)</sup> |
|--------------------------------|-------------------------------------|
| 1 <sup>st</sup> Year with OPRM | Flat \$550                          |
| 2 consecutive years            | Flat \$550                          |
| 3 consecutive years            | Flat \$650                          |
| 4 consecutive years            | Maximum 3% - Minimum \$750          |
| 5 consecutive years            | Maximum 3% - Minimum \$750          |
| 6 consecutive years            | Maximum 4% - Minimum \$750          |
| 7 consecutive years            | Maximum 5% - Minimum \$750          |
| 8 consecutive years            | Maximum 6% - Minimum \$750          |
| 9 consecutive years            | Maximum 7% - Minimum \$750          |
| 10 consecutive years           | Maximum 8% - Minimum \$750          |
| 11 – 16 consecutive years      | Maximum 9% - Minimum \$750          |
| 17 – 21 consecutive years      | Maximum 11% - Minimum \$750         |
| 22 – 26 consecutive years      | Maximum 14% - Minimum \$750         |
| 27 – 31 consecutive years      | Maximum 16% - Minimum \$750         |
| 32+ consecutive years          | Maximum 19% - Minimum \$750         |

<sup>(1)</sup> Lexipol subscribers/users receive an additional 1% contribution after completion of their three year initial Lexipol period.

### Loss Ratio Calculation - Maximum Points 60:

The loss ratio score is equal to the difference between 60, the maximum points available, and the member's loss ratio for the most recent 5 completed policy years preceding the policy term during which the renewal premium of the member is calculated. (For members with less than 5 consecutive policy years of membership, the loss ratio will be based on the number of completed Ohio Plan policy years preceding the policy term during which the renewal premium of the member is calculated.) A member's loss ratio is calculated by dividing the member's incurred losses by the premium.





## MEMBER BENEFITS | PLAN ADVANTAGE

### **Risk Management Calculation - Maximum Points 40:**

The risk management score is a calculation based upon actions taken by a member to address 8 core areas of risk. Each area of risk will be weighted equally and each area will be rated separately. Scoring within each area will either be a 0, 1, 3, or 5 (i.e. if a member has all 3 elements in a core area, they will receive 5 points. If they have no elements, they will receive a 0.)

A member must provide a response to risk management recommendations in order to qualify for the Risk Management portion of the Plan Advantage.

### **Eight Core Areas of Risk**

#### **1 Employee Manuals**

- Employee Manual is current
- Distributed to employees with an acknowledgement that they received the manual
- Employees have been trained on the manual

#### **2 Background Checks**

- Performed as part of the hiring process
- Annual Motor Vehicle Report process
- Volunteers

#### **3 Contracts**

- Contracts are written and include the appropriate hold harmless and additional insured language (when applicable)
- They have been reviewed by the member's legal counsel
- Member has obtained the necessary certificates of insurance

#### **4 Inspections (performed for each area below are documented and correction actions being taken)**

- Building
- Vehicles
- Grounds

#### **5 Citizen Complaints**

- A formal process exists and has been communicated
- A method of documentation exists
- Complaints are responded to and being resolved

#### **6 Cyber Data Protection**

- Multiple layers of authentication
- Isolated systems for financial transactions

- A robust process to detect and prevent malicious programs from embedding themselves into data systems

#### **7 Public Records**

- Records Retention Matrix
- Records properly stored and secured
- Public records request policy

#### **8 Employee Training**

- Complete Hazcom Training update from OSHA
- Updated PPE assessment for reflective clothing
- Job Descriptions



Entity Name: Village of Waynesville

## SUMMARY OF COVERAGE

| PROPERTY COVERAGE   | LIMITS  |
|---|---|
| Building and Personal Property  | \$6,081,831                                   |
| Specific Building and Personal Property   | \$ 0  |
| <i>See the Property Schedule for those locations covered on a blanket limit vs. specific basis.</i> |   |
| Flood and Mudslide  | \$1,000,000                                   |
| Earthquake and Volcanic Eruption  | \$1,000,000                                   |
| Business Income with Extra Expense  | \$500,000                                     |
| Legal Liability – Real Property   | \$1,000,000                                   |
| Ordinance or Law Coverage   | \$500,000                                     |
| Deductibles   |   |
| Building and Personal Property  | \$1,000                                       |
| Electric Substations and Transformers   | \$10,000                                      |
| Flood and Mudslide  | \$25,000                                      |
| Earthquake and Volcanic Eruption  | \$25,000                                      |
| Unmanned Aerial Systems   |   |
| Causes of Loss  | Special Form                                  |
| Coinsurance   | Agreed Amount                                 |
| Valuation   | See Property Schedule                         |
| <u>Additional Property Coverage/Extensions</u>  |   |
| Accounts Receivable   | \$250,000                                     |
| Animal Mortality/Injury   | \$40,000                                      |
| Arson Reward  | \$25,000                                      |
| Athletic Fields – Natural and Artificial Turf   | \$200,000                                     |
| Builders Risk   | \$500,000                                     |
| Cemetery Buildings  | \$25,000                                      |
| Claim Preparation Expense   | \$50,000                                      |
| Commandeered Property   | \$100,000                                     |
| Crime Reward  | \$1,000 Per Person Subject to \$5,000 Maximum |
| Electronic Data   | \$1,000                                       |
| Expediting Expense  | \$250,000                                     |

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**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

### Additional Property Coverage/Extensions

|  |                                       |
|--|---------------------------------------|
| Fine Arts  | \$25,000                              |
| Fire Department Service Charge                     | Actual Fire Department Service Charge |
| Fire Protective Devices                            | \$5,000                               |
| Lock Re-Keying                                     | \$2,500                               |
| Newly Acquired/Constructed                         |                                       |
| Building   | \$2,000,000                           |
| Personal Property                                  | \$1,000,000                           |
| Non-owned Detached Trailers                        | \$5,000                               |
| Outdoor Property                                   | \$100,000                             |
| Paved Surfaces                                     | \$100,000                             |
| Personal Effects of Employees – Per Claim          | \$2,500                               |
| Pollutant Clean-up                                 | \$100,000                             |
| Property in Transit                                | \$100,000                             |
| Property Off Premises                              | \$10,000                              |
| Spoilage   | \$25,000                              |
| Underground Pipes, Flues or Drains                 | \$1,000,000                           |
| Unnamed Location                                   | \$750,000                             |
| Utility Services (Off Premises Power Interruption) | \$25,000                              |
| Valuable Papers – Cost to Research                 | \$250,000                             |
| No Foundations Exclusion                           |                                       |

### **EQUIPMENT BREAKDOWN COVERAGE**

### **LIMITS**

|  |             |
|--|-------------|
| Property Damage – Any One Accident                       | \$6,081,831 |
| Deductibles  |             |
| Property Damage  | \$1,000     |
| Deep Well Pumps, Electrical Substations and Transformers | \$10,000    |

Entity Name: Village of Waynesville

## PROPERTY SCHEDULE

| PREM #       | BLDG # | DESCRIPTION                                       | ADDRESS            | BUILDING LIMIT     | PERSONAL PROPERTY LIMIT | PROPERTY IN OPEN LIMIT | VALUATION <sup>(1)</sup> | SPECIFIC LIMIT |
|--------------|--------|---|--------------------|--------------------|-------------------------|------------------------|--------------------------|----------------|
| 1            | 1      | Government Center                                 | 1400 Lytle Rd      | \$2,316,557        | \$336,121               | \$ 0                   | RC                       |                |
| 1            | 1      | Pole Barn   | 1440 Lytle Rd      | \$285,917          | \$56,228                | \$ 0                   | RC                       |                |
| 1            | 2      | Salt Building                                     | 1440 Lytle Rd      | \$41,265           | \$1,994                 | \$ 0                   | RC                       |                |
| 2            | 1      | Well Field w/Pump Houses                          | 1798 N. St. Rt. 42 | \$93,331           | \$92,384                | \$ 0                   | RC                       |                |
| 3            | 1      | Storage Garage                                    | 2R S Main St       | \$130,927          | \$8,709                 | \$ 0                   | RC                       |                |
| 4            | 1      | Street Maint Garage                               | 434 S Main St      | \$557,859          | \$14,888                | \$ 0                   | RC                       |                |
| 5            | 1      | Water Tank  | 5 Lytle            | \$921,764          | \$ 0                    | \$ 0                   | RC                       |                |
| 6            | 1      | Public Restrooms                                  | 88 S Main St       | \$140,039          | \$33,773                | \$ 0                   | RC                       |                |
| 7            | 1      | Water Tank  | Ferry Rd           | \$806,545          | \$ 0                    | \$ 0                   | RC                       |                |
| 8            | 1      | Government Center Pole Bldg                       | Lytle Rd           | \$207,653          | \$ 0                    | \$ 0                   | RC                       |                |
| 9            | 1      | Veterans Park Memorial - All Property in the Open | South Street       | \$ 0               | \$ 0                    | \$35,877               | RC                       |                |
| <b>TOTAL</b> |        |   |                    | <b>\$5,501,857</b> | <b>\$544,097</b>        | <b>\$35,877</b>        |                          |                |

<sup>(1)</sup> RC Replacement Cost

ACV Actual Cash Value

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FRC Functional Replacement Cost  
HV Historical Value



.....  
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**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

| SPECIAL PROPERTY COVERAGE  | LIMITS           |
|--|------------------|
| Special Property - Scheduled   | \$314,654        |
| Special Property - Unscheduled Equipment (Any one item \$15,000 or less) | \$110,000        |
| Deductible   | \$500            |
| Causes of Loss   | Special Form     |
| Valuation  | Replacement Cost |

| SCHEDULED FINE ARTS COVERAGE | LIMITS       |
|------------------------------|--------------|
| Fine Arts - Scheduled        | \$ 0         |
| Deductible                   | Not Covered  |
| Causes of Loss               | Special Form |
| Valuation                    | Market Value |

| TRANSMISSION AND DELIVERY LINE COVERAGE | LIMITS           |
|---|------------------|
| Transmission And Deliver Line           | \$ 0             |
| Deductible                              | Not Covered      |
| Causes of Loss                          | Special Form     |
| Valuation                               | Replacement Cost |

| COMPUTER COVERAGE           | LIMITS   |
|-----------------------------|----------|
| Computer Equipment          | \$59,795 |
| Media and Data              | \$5,979  |
| Property Away from Premises | \$5,000  |
| Computer Virus              | \$1,000  |

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|                    |                     |
|--------------------|---------------------|
| Business Income    | Not Covered         |
| Extra Expense      | \$5,000             |
| Deductibles        |                     |
| Computer Equipment | \$500               |
| Business Income    | Not Covered         |
| Extra Expense      | None                |
| Causes of Loss     | Special Form        |
| Valuation          |                     |
| Computer Equipment | Replacement Cost    |
| Data and Media     | Reconstruction Cost |



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**Entity Name:** Village of Waynesville

## SPECIAL PROPERTY SCHEDULE

| ITEM#        | DESCRIPTION                           | SERIAL NO.        | VALUE            |
|--------------|---------------------------------------|-------------------|------------------|
| 1            | John Deere Tractor                    |                   | \$33,487         |
| 2            | John Deere Bushhog                    |                   | \$8,372          |
| 3            | Cub Cadet Zero Turn 72" Mower         |                   | \$14,700         |
| 4            | Vermeer Wood, Brush Chipper           |                   | \$5,979          |
| 5            | Cub Cadet Walk Behind Mower 54" deck  |                   | \$7,559          |
| 6            | Police Equip In Or On Cruisers (Each) |                   | \$35,877         |
| 7            | John Deere 310L Backhoe Loader        | 1T0310LXTJF329259 | \$93,485         |
| 8            | Leaf Vac - Diesel                     |                   | \$42,000         |
| 9            | Standard LX VMT Hydro Vac             |                   | \$73,195         |
| <b>TOTAL</b> |                                       |                   | <b>\$314,654</b> |

## FINE ARTS SCHEDULE

| ITEM#        | DESCRIPTION | VALUE       |
|--------------|-------------|-------------|
| <b>TOTAL</b> |             | <b>\$ 0</b> |

**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

| LIBRARY MATERIALS COVERAGE             | LIMITS      |
|--|-------------|
| Scheduled Library Materials            |             |
| Library Materials in Storage           | Not Covered |
| Library Materials on Exhibition        | Not Covered |
| Library Materials in Transit           | Not Covered |
| Library Materials on Loan              | Not Covered |
| Unscheduled Rare Books and Periodicals | Not Covered |
| Scheduled Rare Books and Periodicals   | Not Covered |
| Library Fine Arts                      | Not Covered |
| Deductible                             | Not Covered |

**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

| CRIME COVERAGE                                      | LIMITS      |
|---|-------------|
| Public Employee Dishonesty                          | \$50,000    |
| Inside the Premises – Theft of Money and Security   | \$50,000    |
| Outside the Premise                                 | \$50,000    |
| Forgery and Alterations                             | \$50,000    |
| Computer Fraud                                      | \$50,000    |
| Funds Transfer Fraud                                | \$50,000    |
| Social Engineering Fraud                            | \$25,000    |
| Deductibles   |             |
| Public Employee Dishonesty                          | \$250       |
| Inside the Premises                                 | \$250       |
| Outside the Premise                                 | \$250       |
| Forgery and Alterations                             | \$250       |
| Computer Fraud                                      | \$250       |
| Funds Transfer Fraud                                | \$250       |
| Social Engineering Fraud                            | \$250       |
| LIABILITY COVERAGE                                  | LIMITS      |
| General Liability                                   |             |
| Bodily Injury and Property Damage – Each Occurrence | \$5,000,000 |
| General Aggregate                                   | \$7,000,000 |
| Personal & Advertising Injury – Each Offense        | \$5,000,000 |
| Medical Expense – Per Person                        | \$10,000    |
| Medical Expense – Any One Accident                  | \$50,000    |
| Deductible  | \$0         |
| Unmanned Aerial Systems                             |             |
| Unmanned Aerial Systems Deductible                  |             |
| <u>Coverage Extensions</u>                          |             |
| Cemetery Professional                               |             |
| Governmental Medical                                |             |
| See Liability Exposures Schedule, if applicable     |             |

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**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

### Employee Benefits Liability

|                  |             |
|------------------|-------------|
| Each Incident    | \$5,000,000 |
| Annual Aggregate | \$7,000,000 |
| Deductible       | \$0         |

### Employers Liability

|   |             |
|---|-------------|
| Bodily Injury by Accident – Each Accident | \$5,000,000 |
| Bodily Injury by Disease – Each Employee  | \$5,000,000 |
| Bodily Injury by Disease – Aggregate      | \$5,000,000 |
| Deductible                                | \$0         |

### PRIOR ACTS COVERAGE

### RETROACTIVE DATES

---

**Entity Name:** Village of Waynesville

## LIABILITY EXPOSURES SCHEDULE

| OPERATIONS/EXPOSURE AND EXPOSURE BASE | SUBCONTRACTED<br>(YES/NO) | DESCRIPTION        | EXPOSURE<br>AMOUNT |
|---------------------------------------|---------------------------|--------------------|--------------------|
| Water Utility                         | No                        |                    | 1600               |
| Street & Roads - Miles                | No                        |                    | 13                 |
| Special Events/Other - Each           | No                        | 4th of July Parade | 1                  |

**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

| LIABILITY COVERAGE                                     | LIMITS      |
|--|-------------|
| <b>Public Officials Errors and Omissions Liability</b> |             |
| Each Wrongful Act                                      | \$5,000,000 |
| Annual Aggregate                                       | \$7,000,000 |
| Errors and Omissions Deductible                        | \$5,000     |
| <b>Employment Practices Liability</b>                  |             |
| Each Wrongful Act                                      | \$5,000,000 |
| Annual Aggregate                                       | \$7,000,000 |
| Employment Practices Deductible                        | \$5,000     |
| Back Wages – Annual Aggregate                          | \$25,000    |
| Back Wages Deductible                                  | \$5,000     |
| <b>Non-Monetary Defense</b>                            |             |
| Annual Aggregate                                       | \$25,000    |
| Deductible   | \$5,000     |
| <b>Law Enforcement Liability</b>                       |             |
| Each Wrongful Act                                      | \$5,000,000 |
| Annual Aggregate                                       | \$7,000,000 |
| Medical Expense – Per Person                           | \$10,000    |
| Medical Expense – Any One Accident                     | \$50,000    |
| Deductible   | \$5,000     |

| AUTOMOBILE COVERAGE                                | LIMITS                 |
|--|------------------------|
| <b>Bodily Injury and Property Damage Liability</b> |                        |
| Combined Single Limit – Each Accident              | \$5,000,000            |
| Uninsured/Underinsured Motorists Bodily Injury     | \$50,000               |
| Medical Payments – Each Accident                   | \$5,000                |
| Automobiles  | Refer to Auto Schedule |
| Deductibles  | \$ 0                   |
| Liability  |                        |
| Comprehensive and Collision                        | Refer to Auto Schedule |

The automobile coverage included in this quotation is subject to acceptable state motor vehicle reports. Automobile coverage may subsequently be excluded for any covered auto while being operated by a driver with an unacceptable report.

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Entity Name: Village of Waynesville

## AUTOMOBILE SCHEDULE

| VEH# | INV# | YEAR | DESCRIPTION                          | VIN# | COST NEW  | REPLACEMENT COST/STATED AMOUNT | DEPT    | COMP DED. | COLL DED. | VALUATION |
|------|------|------|--------------------------------------|------|-----------|--------------------------------|---------|-----------|-----------|-----------|
| 1    |      | 2013 | Ford Interceptor SUV                 | 1044 | \$40,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 2    |      | 2014 | Ford F250 Utility Truck              | 6639 | \$38,000  |                                | Streets | \$500     | \$1,000   | ACV       |
| 3    |      | 2009 | Ford 4 Door                          | 2227 | \$35,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 4    |      | 2016 | Ford Taurus Interceptor              | 9733 | \$42,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 5    |      | 2016 | Ford Taurus Interceptor AWD          | 9734 | \$42,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 6    |      | 2017 | Ford F150 4x4                        | 2126 | \$30,000  |                                | Streets | \$500     | \$1,000   | ACV       |
| 7    |      | 2017 | Ford Taurus Interceptor              | 1357 | \$42,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 8    |      | 2019 | Kenworth T370 Dump Truck             | 71   | \$141,850 |                                | Streets | \$500     | \$1,000   | ACV       |
| 9    |      | 2018 | Ford F550 Dump Truck                 | 1175 | \$87,898  |                                | Streets | \$500     | \$1,000   | ACV       |
| 10   |      | 2019 | Ford F150                            | 622  | \$27,000  |                                | Water   | \$500     | \$1,000   | ACV       |
| 11   |      | 2019 | Ford Explorer                        | 5363 | \$39,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 12   |      | 2008 | Ford F450 Mobile Police Command Unit | 9877 | \$60,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 13   |      | 2019 | Ford F450 Quad Cab Leaf Truck        | 9039 | \$56,476  |                                | Streets | \$500     | \$1,000   | ACV       |
| 14   |      | 2021 | Ford Interceptor SUV                 | 4412 | \$35,217  |                                | Police  | \$500     | \$1,000   | ACV       |
| 15   |      | 2022 | Ford F150                            | 5723 | \$35,400  |                                | Water   | \$500     | \$1,000   | ACV       |

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| VEH#         | INV# | YEAR | DESCRIPTION               | VIN# | COST NEW  | REPLACEMENT<br>COST/STATED<br>AMOUNT | DEPT    | COMP<br>DED. | COLL<br>DED. | VALUATION |
|--------------|------|------|---------------------------|------|-----------|--------------------------------------|---------|--------------|--------------|-----------|
| 16           |      | 2009 | Roadmaster<br>LLC Trailer |      | \$5,979   |                                      | Streets | \$500        | \$1,000      | ACV       |
| <b>TOTAL</b> |      |      |                           |      | \$757,820 | \$ 0                                 |         |              |              |           |



**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

| CYBER  | LIMITS    |
|--|-----------|
| Data Breach and Privacy Liability – Each Claim                 | \$250,000 |
| Data Breach Loss to Member – Each Unauthorized Access          | \$250,000 |
| Electronic Media Liability – Each Claim                        | \$250,000 |
| Breach Mitigation Expense – Each Unintentional Data Compromise | \$250,000 |
| Bricking Sublimit  | \$50,000  |
| Policy Aggregate   | \$250,000 |
| Deductibles  |           |
| Data Breach and Privacy Liability                              | \$25,000  |
| Data Breach Loss to Member                                     | \$25,000  |
| Electronic Media Liability                                     | \$25,000  |
| Breach Mitigation Expense                                      | \$25,000  |
| Bricking   | \$10,000  |

| TERRORISM COVERAGE | LIMITS |
|--------------------|--------|
|--------------------|--------|

Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organizations(s) committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Coverage Term – November 1, 2022 to November 1, 2023

Property

|                                |                            |
|--------------------------------|----------------------------|
| Building and Personal Property | \$7,082,259 <sup>(1)</sup> |
| Deductible                     | \$25,000                   |

<sup>(1)</sup> Subject to a \$100,000,000 per occurrence limit and a \$100,000,000 aggregate limit per member for all covered losses with the exception of a \$1,000,000 Ohio Plan annual aggregate sublimit for Biological and Chemical Cleanup.

Liability

|                             |             |
|-----------------------------|-------------|
| Each Occurrence per Member  | \$5,000,000 |
| Annual Aggregate per Member | \$7,000,000 |
| Deductible                  | \$10,000    |

**Entity Name:** Village of Waynesville

## MALICIOUS ACT

| COVERAGE DESCRIPTION                   | LIMITS      |
|--|-------------|
| Malicious Act General Aggregate Limit  | \$1,000,000 |
| Death Benefit Aggregate Limit          | \$1,000,000 |
| Death Benefit Limit - Per Member       | \$25,000    |
| Medical Expense Aggregate Limit        | \$25,000    |
| Medical Expense Limit - Per Member     | \$5,000     |
| Funeral Services Aggregate Limit       | \$25,000    |
| Funeral Services Limit - Per Member    | \$1,000     |
| Personal Counseling Aggregate Limit    | \$10,000    |
| Personal Counseling Limit - Per Member | \$2,500     |
| Travel Services Aggregate Limit        | \$25,000    |
| Travel Services Limit - Per Member     | \$5,000     |

**SUPPLEMENTARY PAYMENTS:**

- Group Trauma Counseling Services
- Extra Security
- Temporary Workers
- Rental Substitute
- Job Retraining Expenses
- Recruitment Costs
- Crisis Management

**COVERAGE:**

Pays a death benefit, medical expenses and additional expenses in addition to the Supplementary Payments noted above as a result of bodily injury arising out of a malicious act including hostage taking.

**WHO IS A MEMBER:**

- Elected or Appointed Officials
- Employees, Temporary Workers, Authorized Volunteers
- Visitors, Customer, Contractors, and Vendors

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**MAJOR EXCLUSIONS:**

- Asbestos
- Lead
- Fungi or Bacteria
- Gang Members
- Pollution
- Suicide
- Toxic Materials
- War

**Entity Name:** Village of Waynesville

## GENERAL CONDITIONS

|  |   |
|--|---|
| <b>NOTICE OF CANCELLATION:</b>                                       | The company will provide sixty (60) days written notice of cancellation or non-renewal except for non-payment of premium, which remains ten (10) days written notice.   |
| <b>POLICY CHANGES:</b>   | The policy contains all the agreements between the member and the Ohio Plan Risk Management Inc. concerning the property and liability coverage afforded. The Named Member is authorized to make changes in the terms of the policy with the consent of the Ohio Plan.  |
| <b>POLICY PREMIUM:</b>   | See Premium Summary<br><br>Once bound, premiums are fully earned unless the policy is cancelled by Ohio Plan Risk Management Inc. or a subsequent policy with no lapse in coverage issued. If Ohio Plan Risk Management Inc. cancel the policy the refund will be pro rata.<br><br>Premium financing is available upon request. |
| <b>COMMUNICABLE DISEASE EXCLUSION</b>                                | This policy contains a communicable disease exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a communicable disease or fear or threat of a communicable disease. Please review your policy language fully to determine the extent of coverage.             |
| <b>PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION</b> | This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Perfluoroalkyl Or Polyfluoroalkyl Substances (PFAS's). Please review your policy language fully to determine the extent of coverage.  |

**Entity Name:** Village of Waynesville

## PAYMENT SUMMARY

| COVERAGE                                 | PREMIUM         |
|--|-----------------|
| Package                                  | \$26,386        |
| Ohio Plan Advantage Premium Contribution | \$2,377         |
| <b>Total Annual Payment</b>              | <b>\$24,009</b> |

### OHIO PLAN ADVANTAGE

The Ohio Plan Advantage is available to members with 4 or more consecutive years of membership with the Ohio Plan. The Named Member received the following premium contribution.

|   |         |
|---|---------|
| Active Ohio Plan Member since   | 2014    |
| Loss Ratio Points (Up to 60 points)<br>(60 – 1 = Advantage Loss Ratio Points) | 59      |
| Risk Management Points (Up to 40 points)                                      | 40      |
| Advantage Potential Premium Contribution                                      | \$2,401 |
| Advantage Final Premium Contribution  | \$2,377 |

### OPTIONS

### NOTES

- Premium includes Ohio Plan's risk management services.

## REINSURANCE

The following companies are the reinsurance companies providing strength to the Ohio Plan Risk Management Inc. including their A.M. Best ratings.

### American Agricultural Insurance Company

A.M. Best Rating, A, X  
Reinsuring the Ohio Plan since 2011

### Aspen Group

A.M. Best Rating: A, XV  
Reinsuring the Ohio Plan since 2007

### Berkley Insurance Company

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2021

### Berk Re Fac

A.M. Best Rating: A++, XV  
Reinsuring the Ohio Plan since 2019

### Chubb Group of Insurance Companies

A.M. Best Rating: A++, XV  
Reinsuring the Ohio Plan since 2001

### Convex Re Limited

A.M. Best Rating: A-, XIV  
Reinsuring the Ohio Plan since 2020

### Great American Insurance Company

A.M. Best Rating: A+, XIV  
Reinsuring the Ohio Plan since 2012

### Hanover Re

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2017

### Lloyd's of London

A.M. Best Rating: A, XV  
Reinsuring the Ohio Plan since 2005

### Markel Global Reinsurance Company

A. M. Best Rating: A, XIII  
Reinsuring the Ohio Plan since 2006

### Odyssey Reinsurance Company

A.M. Best Rating: A, XV  
Reinsuring the Ohio Plan since 2007

### Ryan Re

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2019

### Sompo Insurance Company

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2003

### Swiss Reinsurance America Corporation

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2004

### A.M. Best Rating Classifications

#### Secure Ratings

A++ and A+ .....Superior

A and A- .....Excellent

B++ and B+ .....Very Good

#### Vulnerable Ratings

B and B- .....Fair

C++ and C+ .....Marginal

D .....Poor

S .....Rating Suspended

#### Poor Ratings

E.....Under State Supervision

F .....In Liquidation

#### Financial Size Category

XV \$2 Billion or Greater

XIV \$1.5 Billion to \$2 Billion

XIII \$1.25 Billion to \$1.5 Billion

XII \$1 Billion to \$1.25 Billion

XI \$750 Million to \$1 Billion

X \$500 Million to \$750 Million

IX \$250 Million to \$500 Million

VIII \$100 Million to \$250 Million

**Note:** Effective 11/1/2021, the Ohio Plan collects premium and makes claims payments for liability losses up to \$250,000 and covered property losses up to \$130,000.



## Comprehensive Risk Management for Public Safety Organizations

Lexipol is America's leading provider of risk management solutions for public safety organizations. They provide police and fire departments with comprehensive, customizable, state-specific policies on a broad range of risk-centric topics, along with integrated Daily Training Bulletins that address department-specific policy areas – all through a unique web-based system.

Lexipol can help you address issues related to risk, liability, safety and best practices for your safety service departments. They also can help you comply with current laws and regulations and then document that you have trained your staff on approved policies.

### Key Features and Benefits

There is no other system that offers the following integration in one package:

1. Lexipol provides comprehensive Ohio-specific policies written by legal and safety service professionals.
2. Supervisors can track staff training using reporting tools.
3. Lexipol experts constantly monitor major court decisions, legislation, and emerging trends affecting safety service operations and provide policy updates in response.
4. Lexipol archives your department's policy manual and Daily Training Bulletin records to provide an invaluable resource in defense litigation or personnel matters.
5. The Lexipol system allows cross-referencing to any accreditation standard.
6. Policy and training components are 100% web-based. There is no software to purchase or maintain.

Nationwide collaboration between the largest private network of legal and public safety experts and Lexipol's risk management tools provide agencies the most complete solution for policy manual management, training and documentation.

### Return on Investment

According to a five-year post-Lexipol implementation study performed by a risk management association, agencies that adopted Lexipol saw:

- A significant decrease (45%) in the number of litigated claims
- A dramatic reduction (48%) in the cost of claims paid out
- No personnel or employment claims

The study found that Lexipol agencies in this study have yet to incur a personnel or employment claim, while non-Lexipol agencies in the in the study had eight claims for over \$448K.

### Ohio Plan Member Estimated Cost

Police Department:

| # of Full Time Sworn Officers | Lexipol Standard Pricing | OPRM Discounted Pricing | OPRM Board Subsidy | Final Lexipol Subscription Cost |
|-------------------------------|--------------------------|-------------------------|--------------------|---------------------------------|
| 7.00                          | \$4,797                  | \$4,557                 | 0.50               | \$2,279                         |

Fire Department:

| # of Career & Volunteer FF | Lexipol Standard Pricing | OPRM Discounted Pricing | OPRM Board Subsidy | Final Lexipol Subscription Cost |
|----------------------------|--------------------------|-------------------------|--------------------|---------------------------------|
| 0.00                       | \$ 0                     | \$ 0                    | 0.50               | \$ 0                            |

An additional discount may be available to OPRM members who are also members of the Ohio Fire Chiefs Associations, (OFCA).  
 Disclaimer: The above are estimates based upon information submitted to The Ohio Plan. Actual costs will be determined by Lexipol.

## Additional Base Member Services

|  |  |
|--|--|
| <p style="text-align: center;"><b><u>Cyber Assessment</u></b></p> <p>CyberClearSafe provides cybersecurity service for small and mid-size organizations. Service offerings include:</p> <ul style="list-style-type: none"> <li>• a questionnaire assessment and recommendations</li> <li>• “Dark Web” Check-up</li> </ul>  | <p style="text-align: center;"><b><u>Training</u></b></p> <ul style="list-style-type: none"> <li>• <b>Ohio Plan Leadership Institute</b> <ul style="list-style-type: none"> <li>○ <u>Supervisory Training</u> (2 Events, 2 People Attend)</li> </ul> </li> <li>• <b>Members Only Training</b> <ul style="list-style-type: none"> <li>○ <u>Multi Topic</u> (2 Events, 2 People attend)</li> </ul> </li> </ul>           |
| <p><b><u>Programs</u></b></p> <ul style="list-style-type: none"> <li>• <b>Community Energy Savings Programs</b> <ul style="list-style-type: none"> <li>○ Reduce energy costs while providing security in volatile market conditions                             <ul style="list-style-type: none"> <li>▪ Community facilities</li> <li>▪ Community Aggregation</li> <li>▪ Building Commission</li> </ul> </li> </ul> </li> </ul> |  |
| <p><b><u>Other Available Services</u></b></p> <p>Offered at a discounted rate to all Ohio Plan Members</p>   |  |
| <ul style="list-style-type: none"> <li>• Executive and Staff Hiring and Assessment Centers</li> <li>• Legal Consultation</li> <li>• HR Consultation</li> <li>• Emergency Operations Plan Development and Training</li> <li>• Labor Negotiation Assistance</li> <li>• Board/Council Meeting and Retreat Facilitation</li> <li>• Strategic Planning</li> <li>• Grant Writing</li> </ul>  | <ul style="list-style-type: none"> <li>• Competitive Bidding/RFP Assistance</li> <li>• Levy/Campaign Strategy Assistance</li> <li>• Bond/Capital Financing Consultation</li> <li>• Police and Fire Organizational and Personnel Studies</li> <li>• Zoning, Planning and Economic Development Studies and Consultation</li> <li>• Staff and Special Study Assessments</li> <li>• Other Special-Needs Request</li> </ul> |





**ORDINANCE NO. 2022-061**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$14,450 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE THIRD STREET PROJECT**

WHEREAS, the Village of Waynesville has previously authorized an amount not to exceed \$37,500 for professional engineering services related to the Third Street project; and

WHEREAS, in order to complete the engineering, an additional amount of \$14,450 is now necessary.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering Corporation for professional services related to the Third Street project.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$14,450 for said additional professional services in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

Section 4. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

ORDINANCE NO. 2022-004

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$37,500.00 FOR CONSTRUCTION PLANS FOR THE THIRD STREET WATER MAIN REPLACEMENT AND STREET RESURFACING AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has requested proposals for certain services related to Third Street water main replacement and street resurfacing; and

WHEREAS, Choice One Engineering has submitted the lowest and best proposal for said project with a bid of \$37,500.

7 NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, members elected thereto concurring:

Section 1. The Village of Waynesville accepts the specifications and agrees that Choice One Engineering is the lowest and bid bidder to provide the requested services related to Third Street water main replacement and street resurfacing.


Section 2. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering for the requested services pursuant to the terms of the proposal attached hereto as Exhibit A and incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$37,500 for said services in accordance with the proposal attached hereto and incorporated herein by reference.

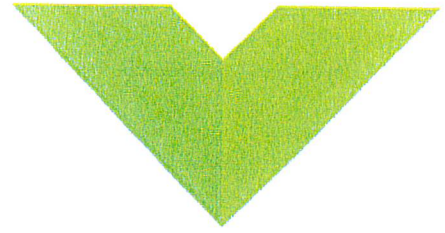
Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is to authorize the services at the earliest possible date.

Adopted this 7<sup>th</sup> day of February, 2022.

Attest:

  
Clerk of Council

  
Mayor



**Date**  
January 4, 2022

**Attention**  
Chief Gary Copeland  
gcopeland@waynesville-ohio.org

**Address**  
Village of Waynesville  
1400 Lytle Road  
Waynesville, OH 45068

**Subject**  
Agreement for Professional Services  
3<sup>RD</sup> Street Water Main Replacement and Street Resurfacing  
WAR-WAY-2106

## Dear Chief Copeland:


Choice One Engineering Corporation appreciates the opportunity to provide services for the 3<sup>RD</sup> Street Water Main Replacement and Street Resurfacing.

This Agreement is by and between the Village of Waynesville, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

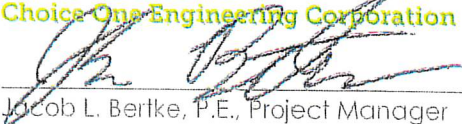
This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 5 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

**Village of Waynesville**

  
\_\_\_\_\_  
Authorized Signature  
  
2/9/22  
\_\_\_\_\_  
Date

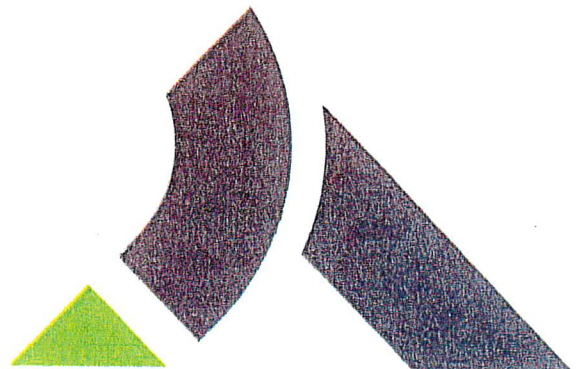
**Choice One Engineering Corporation**

  
\_\_\_\_\_  
Jacob L. Bertke, P.E., Project Manager  
  
1/4/2022  
\_\_\_\_\_  
Date

**W. Central Ohio/E. Indiana**  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

**S. Ohio/N. Kentucky**  
8956 Glendale Milford Rd., Suite 1  
Loveland, OH 45140  
513.239.8554 Phone

[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)



# Scope of Services

## Project Snapshot

Choice One intends to provide professional engineering services for the replacement of water main and street resurfacing along 3<sup>rd</sup> Street in the Village of Waynesville, Ohio.

## Project Details

- Approximately 2,350' of 4" water main will be replaced with 8" water main along 3<sup>rd</sup> Street, between High Street and Franklin Road.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- Tie-ins will be provided for all side streets along the project route.
- Streets will be milled and overlaid throughout the project area.
- No Ohio EPA PWS Permit will be required, because the water main is only being upsized from 4" to 8", which means the project is exempt from submittal.
- It's assumed that all work will be done within the right-of-way. No easement preparation or acquisition is included in this Scope of Work.
- The Village is applying for a grant from the Ohio Public Works Commission (OPWC) in the summer of 2022 to fund most of the project.
- Choice One will be completing the topographic survey and preparing preliminary (30%) plans for the Village prior to the OPWC submittal. The cost of the preliminary design vs. final design is shown in the Compensation section below.

## Project Services

### 1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

### 2. Construction Plans

- a. Design construction plans to include:
  - i. Title Sheet
  - ii. Schematic Plan
  - iii. General Notes and Details
  - iv. Quantity Summary and Engineer's Estimate
  - v. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
  - vi. Pressure Reducing Valve Pit Details
  - vii. Storm Sewer Plan and Calculations
  - viii. Maintenance of Traffic Notes
  - ix. Street Resurfacing Plan and Details

### 3. Construction Bidding Procedures

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.

- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
- c. Process addenda, if necessary.
- d. Attend bid opening.
- e. Review bids and contractor qualifications.
- f. Prepare bid tabulations.
- g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- h. Check Ohio Auditor of State's website for unresolved findings.
- i. Prepare contracts for successful bidder.
- j. Attend preconstruction meeting.

#### **4. Record Drawings**

- a. Prepare Record Drawings to include:
  - i. Invert elevations of manholes and catch basins.
  - ii. Changes in utility alignments and profiles.
  - iii. Recorded changes by the Village and/or contractor.
- b. Provide full-size and half-size hard copies of the Record Drawings, as requested by the Client.

#### **5. Construction Administration Services**

- a. Part time field construction observation including:
  - i. Maintain orderly files for correspondence, daily reports, and work change directives.
  - ii. Negotiate all design changes in the field with the Contractor and Village.
  - iii. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
  - iv. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.
- e. Process Necessary Change Orders.
- f. Review Site/Civil Shop Drawings.
- g. All Construction Observation and Administration will be billed hourly, per the attached Hourly Rate Schedule.

### **Additional Services**

*We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.*

1. Sanitary Sewer Design
2. Traffic Signal Design
3. Traffic Impact Studies
4. Traffic Data Collection
5. Detailed Maintenance of Traffic Plans
6. Boundary Survey
7. Construction Layout Staking
8. Easement and Right-of-Way Plats or Descriptions
9. Ohio Environmental Protection Agency (OEPA) Permits and Submittals
10. Ohio Department of Transportation (ODOT) Permits and Submittals
11. Wetland Evaluation and Determination
12. Geotechnical Services

## Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

# Compensation & Schedule

## Compensation

| Lump Sum Fee Schedule                       |                                 |
|---|---------------------------------|
| Topographic Survey                          | \$9,450.00                      |
| Construction Plans                          |                                 |
| <i>Preliminary Plans</i>                    | \$5,800.00                      |
| <i>Final Plans</i>                          | \$31,500.00                     |
| Total Construction Plans                    | \$37,300.00                     |
| Construction Bidding Procedures             | \$3,200.00                      |
| Record Drawings                             | \$2,000.00                      |
| <b>Total</b>                                | <b>\$51,950.00</b>              |
| <i>Construction Administration Services</i> | <i>Hourly (\$18,000 budget)</i> |

## Schedule

Choice One will complete preliminary plans within seventy-five (75) days after receipt of an executed Agreement.

The Final Construction Plans will be completed contingent on receipt of OPWC funding. The final design schedule will be determined based on the schedule approved by the funding agency.

# 2022 Standard Hourly Rate Schedule

| PROFESSIONAL SERVICE            | HOURLY RATE |
|---------------------------------|-------------|
| Professional Engineer           | \$155       |
| Professional Surveyor           | \$135       |
| Landscape Architect             | \$115       |
| Designer                        | \$100       |
| Field Surveyor                  | \$105       |
| Administrative                  | \$75        |
| Resident Project Representative | \$85        |

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.



SIDNEY, OHIO 937.497.0200  
LOVELAND, OHIO 513.239.8554  
PORTLAND, INDIANA 260.766.2500  
[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)

### 3rd STREET WATER MAIN REPLACEMENT AND RESURFACING

#### VICINITY MAP





**Choice One Engineering Corporation**  
**Standard Terms & Conditions**

4/17/2018

**Services** Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

**Additional Services** The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project Initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

**Project Requirements** The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

**Compensation** In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

**Payment Terms** Choice One will submit monthly invoices for services performed and Client will pay the full Invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

**Amendment** This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

**Assignment** Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

**Betterment** If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**Buried Utilities** Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

**Compliance with Laws** Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Consequential Damages** Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

**Construction Observation, If Applicable** Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

**Cost Estimates or Opinions** Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

**Defects in Service** The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Delays** The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

**Design Without Construction Administration** The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

**Dispute Resolution** In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

**Governing Law** The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Hiring of Personnel** Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

**Information from Other Parties** The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

**Insurance** Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

**Permits and Approvals** Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

**Reuse of Documents** All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

**Safety** Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Severability** Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Site Access** The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

**Standard of Care** Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

**Suspension of Work** The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

**Time Bar To Legal Action** All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**ORDINANCE NO. 2022-062**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$20,800 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FRANKLIN PHASE I STREET PROJECT**

WHEREAS, the Village of Waynesville has previously authorized an amount not to exceed \$43,150 for professional engineering services related to the Franklin Phase I Street project; and

WHEREAS, in order to complete the engineering, an additional amount of \$20,800 is now necessary.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering Corporation for professional services related to the Franklin Phase I Street project.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$20,800 for said additional professional services in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

Section 4. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

ORDINANCE NO. 2022-005

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$43,150 FOR CONSTRUCTION PLANS FOR THE FRANKLIN ROAD WATER MAIN REPLACEMENT AND STREET IMPROVEMENTS AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has requested proposals for certain services related to Franklin Road water main replacement and street improvements; and

WHEREAS, Choice One Engineering has submitted the lowest and best proposal for said project with a bid of \$43,150.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, 7 members elected thereto concurring:

Section 1. The Village of Waynesville accepts the specifications and agrees that Choice One Engineering is the lowest and bid bidder to provide the requested services related to Franklin Road water main replacement and street improvements.

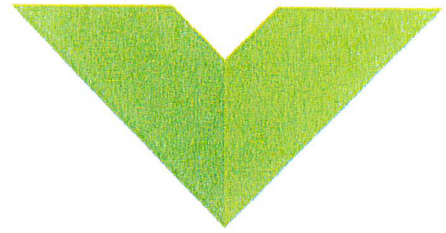
Section 2. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering for the requested services pursuant to the terms of the proposal attached hereto as Exhibit A and incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$43,150 for said services in accordance with the proposal attached hereto and incorporated herein by reference.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is to authorize the services at the earliest possible date.

Adopted this 7<sup>th</sup> day of February 2022.

Attest: Amie Mey Clerk of Council      Eric A. [Signature] Mayor



**Date**

January 4, 2022

**Attention**

Chief Gary Copeland  
gcopeland@waynesville.ohio.org

**Address**

Village of Waynesville  
1400 Lytle Road  
Waynesville, OH 45068

**Subject**

Agreement for Professional Services  
Franklin Road Water Main and Street Improvements. Phase I  
WAR-WAY-2105

## Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Franklin Road Water Main and Street Improvements, Phase I.

This Agreement is by and between the Village of Waynesville, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 5 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.


Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

**Village of Waynesville**

  
Authorized Signature

2/9/22  
Date

**Choice One Engineering Corporation**

  
Jacob L. Bertke, P.E., Project Manager

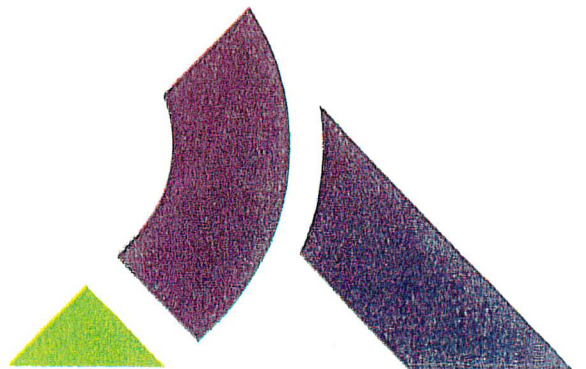
1/4/2022  
Date

**W. Central Ohio/E. Indiana**

440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

**S. Ohio/N. Kentucky**

8956 Glendale Milford Rd., Suite 1  
Loveland, OH 45140  
513.239.8554 Phone



# Scope of Services

## Project Snapshot

Choice One intends to provide professional engineering services for the replacement of water main and storm sewer, as well as street resurfacing, along Franklin Road in The Village of Waynesville, Ohio.

## Project Details

- Approximately 1,850' of 4" water main will be replaced with 8" water main along Franklin Road, between 4<sup>th</sup> Street and US Route 42.
- The existing pressure reducing valve pit will be replaced at the intersection of Franklin Road and 4<sup>th</sup> Street.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- Storm sewer improvements will be made along the project route also, to alleviate flooding issues that occur downstream of the bend in Franklin Road, at 3<sup>rd</sup> Street.
- The drainage issues will also likely require some storm sewer investigation and potential improvements on Main Street, north of Franklin Street also. The gas station on the northwest corner of the intersection experiences flooding issues because of heavy rains.
- Streets will be milled and overlaid throughout the project area.
- No Ohio EPA PWS Permit will be required, because the water main is only being upsized from 4" to 8", which means the project is exempt from submittal.
- It's assumed that all work will be done within the right-of-way. No easement preparation or acquisition is included in this Scope of Work.
- The Village is applying for a grant from the Ohio Public Works Commission (OPWC) in the summer of 2022 to fund most of the project.
- Choice One will be completing the topographic survey and preparing preliminary (30%) plans for the Village prior to the OPWC submittal. The cost of the preliminary design vs. final design is shown in the Compensation section below.

## Project Services

### 1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

### 2. Construction Plans

- a. Design construction plans to include:
  - i. Title Sheet
  - ii. Schematic Plan
  - iii. General Notes and Details
  - iv. Quantity Summary and Engineer's Estimate
  - v. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
  - vi. Pressure Reducing Valve Pit Details

- vii. Storm Sewer Plan and Calculations
- viii. Maintenance of Traffic Notes
- ix. Street Resurfacing Plan and Details

### **3. Construction Bidding Procedures**

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.
- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
- c. Process addenda, if necessary.
- d. Attend bid opening.
- e. Review bids and contractor qualifications.
- f. Prepare bid tabulations.
- g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- h. Check Ohio Auditor of State's website for unresolved findings.
- i. Prepare contracts for successful bidder.
- j. Attend preconstruction meeting.

### **4. Record Drawings**

- a. Prepare Record Drawings to include:
  - i. Invert elevations of manholes and catch basins.
  - ii. Changes in utility alignments and profiles.
  - iii. Recorded changes by the Village and/or contractor.
- b. Provide full and half size hard copies of Record Drawings as requested by the Client.

### **5. Construction Administration Services**

- a. Part time field construction observation including:
  - i. Maintain orderly files for correspondence, daily reports, and work change directives.
  - ii. Negotiate all design changes in the field with the Contractor and Village.
  - iii. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
  - iv. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.
- e. Process Necessary Change Orders
- f. Review Site/Civil Shop Drawings
- g. All Construction Observation and Administration will be billed hourly, per the attached Hourly Rate Schedule.

## **Additional Services**

*We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.*

- 1. Sanitary Sewer Design
- 2. Traffic Signal Design
- 3. Traffic Impact Studies
- 4. Traffic Data Collection
- 5. Detailed Maintenance of Traffic Plans
- 6. Boundary Survey
- 7. Construction Layout Staking
- 8. Easement and Right-of-Way Plats or Descriptions



9. Ohio Environmental Protection Agency (OEPA) Permits and Submittals
10. Ohio Department of Transportation (ODOT) Permits and Submittals
11. Wetland Evaluation and Determination
12. Geotechnical Services

## Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

# Compensation & Schedule

## Compensation

| Lump Sum Fee Schedule                       |                                 |
|---|---------------------------------|
| Topographic Survey                          | \$7,950.00                      |
| Construction Plans                          |                                 |
| <i>Preliminary Plans</i>                    | \$7,150.00                      |
| <i>Final Plans</i>                          | \$43,150.00                     |
| <b>Total Construction Plans</b>             | <b>\$50,300.00</b>              |
| Construction Bidding Procedures             | \$3,200.00                      |
| Record Drawings                             | \$2,500.00                      |
| <b>Total</b>                                | <b>\$63,950.00</b>              |
| <i>Construction Administration Services</i> | <i>Hourly (\$20,000 budget)</i> |

## Schedule

Choice One will complete preliminary plans within seventy-five (75) days after receipt of an executed Agreement.

The Final Construction Plans will be completed contingent on receipt of OPWC funding. The final design schedule will be determined based on the schedule approved by the funding agency.

# 2022 Standard Hourly Rate Schedule

| PROFESSIONAL SERVICE            | HOURLY RATE |
|---------------------------------|-------------|
| Professional Engineer           | \$155       |
| Professional Surveyor           | \$135       |
| Landscape Architect             | \$115       |
| Designer                        | \$100       |
| Field Surveyor                  | \$105       |
| Administrative                  | \$75        |
| Resident Project Representative | \$85        |

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.

# WARWAY2105

-Project Area

## Legend

 WAR-WAY-2105\_FranklinPhase1



**Choice One Engineering Corporation**  
**Standard Terms & Conditions**

4/17/2018

**Services** Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

**Additional Services** The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

**Project Requirements** The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

**Compensation** In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

**Payment Terms** Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

**Amendment** This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

**Assignment** Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

**Betterment** If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**Buried Utilities** Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

**Compliance with Laws** Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Consequential Damages** Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

**Construction Observation, If Applicable** Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

**Cost Estimates or Opinions** Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

**Defects in Service** The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Delays** The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

**Design Without Construction Administration** The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

**Dispute Resolution** In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

**Governing Law** The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Hiring of Personnel** Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

**Information from Other Parties** The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

**Insurance** Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

**Permits and Approvals** Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

**Reuse of Documents** All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

**Safety** Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Severability** Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Site Access** The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

**Standard of Care** Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

**Suspension of Work** The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

**Time Bar To Legal Action** All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

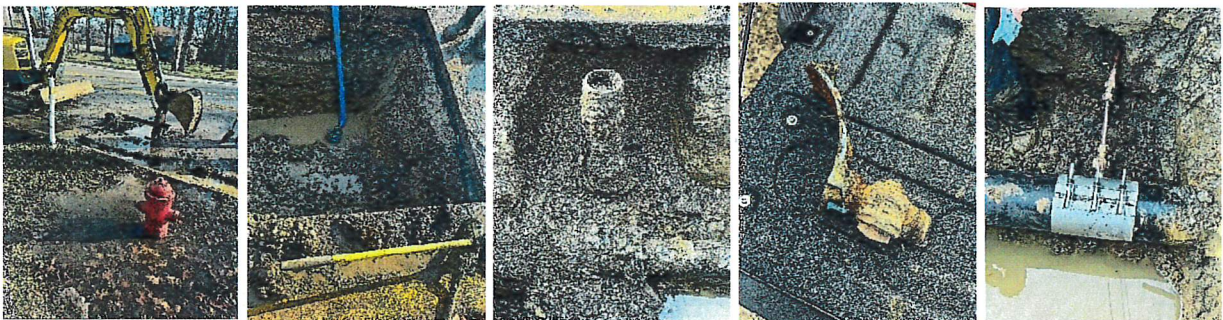
# Council Report

January 3, 2023

Chief Copeland

## Manager

- We had a waterline break on Tuesday, December 20<sup>th</sup> on Lytle Road near the Masonic Lodge. Water Supervisor Brian Keith came in and diverted the water flow. In addition, he contacted OUPS as an emergency to get lines marked in the morning. The main waterline break was repaired right away the next morning and photos have been provided for your review.



- The Gov Deals auction for the three vehicles we had listed has ended. The Village received \$19,423.89 for the used vehicles. We will be getting estimates to purchase another plow blade for the Ford F550 leaf truck. I have provided a list of each vehicle below and what they sold for:

|                                  |            |
|----------------------------------|------------|
| 1. 2000 Ford F450 Dump truck     | \$6,173.89 |
| 2. 2000 International Dump truck | \$6,400.00 |
| 3. 2005 GMC Canyon truck         | \$6,850.00 |

- I have an ordinance prepared to make two changes to the employee personnel policy manual. In section 5.2 (C) it states that an employee cannot take vacation for less than 4-hour increments. We are looking to change that to 1-hour increments. There are times when an employee needs to get off early for various reasons like sporting events for their children and they only need 1 or 2 hours. The other change is for holiday pay. The personnel policy states that only part-time employees get paid 1 ½ times their pay when working on a holiday and full-time employees make straight-time pay. That is because part-time officers used to work the holidays, but now we use full-time officers during the holidays. The council is voting to change section 5.1 (E) to read both full-time and part-time will be paid at their time and a half rate if they work on the holiday. If you have any questions or concerns, please feel free to contact me at your earliest convenience.

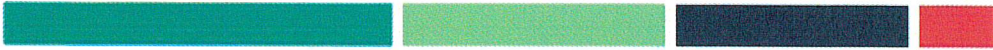
- Council members will be voting on an ordinance as a first reading to renew the Village property insurance. I met with Karie Novesl of Hylant Insurance Group on December 22<sup>nd</sup> at 10 am to go over our Ohio Plan Risk Management Insurance coverage. On page 14, the crime limit coverage increased from \$5000-\$50,000 at no additional cost to the Village. We added the Standard LX Valve Maintenance Hydrovac trailer, valued at \$73,195.00 on page 12 to our equipment inventory. On page 8, we removed the Lock-up at 260 Chapman St. Our full-time staff number changed from 11 employees down to 8 on excluding police officers. We increased the full-time police officer count from 6 officers to 7 officers. We removed the 3 vehicles that were auctioned off in December on pages 18 and 19. I have provided you with a copy of the new plan and the cost for the coverage of this new plan is \$24,009.00. The current plan expires in March. If you have any questions or concerns, please feel free to contact me at your earliest convenience.
- I sent thank you letters to the businesses below on behalf of myself, Village Council, and staff:
  - Village Family Restaurant
  - Stubbs-Conner Funeral Home
  - Grocery Land
  - McDonald's
  - Butter Churn
  - Acapulco
- I am providing a friendly reminder that the carpets at the Village Government Center will be getting professionally cleaned by Fiber Dry on January 11<sup>th</sup> starting at 9 am. We will have the internal offices closed for access to anyone except the daytime staff.

## Police

- I have provided a photo of Officer Michael Geyer receiving the 2022 Waynesville Police Officer of the Year award.







811 Madison Avenue | Toledo, OH 43604

T 855-762-3139 F 419-259-6099

## Village of Waynesville 2023/2024 Renewal Summary

Expiring Premium    \$26,682  
Advantage Credit    (\$ 1,103)  
Final Premium        \$25,579

Renewal Premium    \$26,386  
Advantage Credit    (\$ 2,377)  
Final Premium        \$24,009

Decrease in premium is \$1,570 and reflective of the following:

- 1) Building and Personal Property values increased by \$7,481
- 2) Scheduled Equipment values increased by \$79,000
- 3) Computer Equipment values increased by \$3,132
- 4) Expenditures increased by \$16,490
- 5) Number of vehicles decreased by 2
- 6) Rate decrease of .12%

Bond for Chief Copland will be renewed when we renew the package and the additional premium is \$50 annually.





## Ohio Plan Package Proposal

### Village of Waynesville

1400 Lytle Road  
Waynesville, OH 45068

**Effective Date of Coverage:** 03/12/23 to 03/12/24

▶ **Prepared by:**  
*Hylant Administrative Services, LLC  
811 Madison Ave., 11th Floor  
Toledo, OH 43603-2083*



## BOARD OF DIRECTORS

With history dating back to 1988, the Ohio Plan Risk Management, Inc. (Ohio Plan) was formed to provide affordable, comprehensive property and liability coverage to Ohio’s public entities. The Ohio Plan is managed by a board of directors composed of individual representatives from a diverse selection of local governments. The board of directors ensures the Ohio Plan meets the common needs of all its members.

| Board Officers  |  |   |
|---|--|---|
| <p><b><u>Chris Gilbert</u></b><br/>Ohio Plan - President<br/>Springfield Township<br/>Hamilton County<br/>cgilbert@springfieldtwp.org</p> | <p><b><u>Joel Montgomery</u></b><br/>Ohio Plan – Vice President<br/>City of Wooster<br/>Wayne County<br/>jmontgomery@woosteroh.com</p> | <p><b><u>Bret Henninger</u></b><br/>Ohio Plan - Secretary<br/>Great Parks<br/>Hamilton County<br/>bhenninger@greatparks.org</p> |

| Board Members  |   |  |
|--|---|--|
| <p><b><u>John Applegate</u></b><br/>City of Union<br/>Montgomery County<br/>japplegate@unionoh.org</p>             | <p><b><u>Erika Buri</u></b><br/>The Olander Park System<br/>Lucas County<br/>eburi@olanderpark.com</p>              | <p><b><u>Jim Crandall, CPA</u></b><br/>Muskingum Watershed<br/>Conservancy District<br/>Tuscarawas County<br/>jcrandall@mwcd.org</p> |
| <p><b><u>Jamie Giguere</u></b><br/>City of Wauseon<br/>Fulton County<br/>Jamie.giguere@cityofwauseon.com</p>       | <p><b><u>Michael Hampton</u></b><br/>Springfield Township<br/>Lucas County<br/>mhampton@springfieldtownship.net</p> | <p><b><u>Kerry Reed</u></b><br/>Newton Falls Public Library<br/>Trumbull County<br/>kerryreed@newtonfalls.org</p>                    |
| <p><b><u>Joseph F. Stefanov</u></b><br/>City of New Albany<br/>Franklin County<br/>jstefanov@newalbanyohio.org</p> |   | <p><b><u>Jennifer Wilder</u></b><br/>City of Oakwood<br/>Montgomery County<br/>wilder@oakwood.oh.us</p>                              |



## MEMBER BENEFITS | PLAN ADVANTAGE

The Ohio Plan Advantage is a premium contribution that may be rewarded to a member on an annual basis based upon that member's consecutive years of membership, loss ratio calculation and risk management practices.

| Membership Years               | Premium Contribution <sup>(1)</sup> |
|--------------------------------|-------------------------------------|
| 1 <sup>st</sup> Year with OPRM | Flat \$550                          |
| 2 consecutive years            | Flat \$550                          |
| 3 consecutive years            | Flat \$650                          |
| 4 consecutive years            | Maximum 3% - Minimum \$750          |
| 5 consecutive years            | Maximum 3% - Minimum \$750          |
| 6 consecutive years            | Maximum 4% - Minimum \$750          |
| 7 consecutive years            | Maximum 5% - Minimum \$750          |
| 8 consecutive years            | Maximum 6% - Minimum \$750          |
| 9 consecutive years            | Maximum 7% - Minimum \$750          |
| 10 consecutive years           | Maximum 8% - Minimum \$750          |
| 11 – 16 consecutive years      | Maximum 9% - Minimum \$750          |
| 17 – 21 consecutive years      | Maximum 11% - Minimum \$750         |
| 22 – 26 consecutive years      | Maximum 14% - Minimum \$750         |
| 27 – 31 consecutive years      | Maximum 16% - Minimum \$750         |
| 32+ consecutive years          | Maximum 19% - Minimum \$750         |

<sup>(1)</sup> Lexipol subscribers/users receive an additional 1% contribution after completion of their three year initial Lexipol period.

### Loss Ratio Calculation - Maximum Points 60:

The loss ratio score is equal to the difference between 60, the maximum points available, and the member's loss ratio for the most recent 5 completed policy years preceding the policy term during which the renewal premium of the member is calculated. (For members with less than 5 consecutive policy years of membership, the loss ratio will be based on the number of completed Ohio Plan policy years preceding the policy term during which the renewal premium of the member is calculated.) A member's loss ratio is calculated by dividing the member's incurred losses by the premium.



## MEMBER BENEFITS | PLAN ADVANTAGE

### **Risk Management Calculation - Maximum Points 40:**

The risk management score is a calculation based upon actions taken by a member to address 8 core areas of risk. Each area of risk will be weighted equally and each area will be rated separately. Scoring within each area will either be a 0, 1, 3, or 5 (i.e. if a member has all 3 elements in a core area, they will receive 5 points. If they have no elements, they will receive a 0.)

A member must provide a response to risk management recommendations in order to qualify for the Risk Management portion of the Plan Advantage.

### **Eight Core Areas of Risk**

---

#### **1 Employee Manuals**

- Employee Manual is current
- Distributed to employees with an acknowledgement that they received the manual
- Employees have been trained on the manual

#### **2 Background Checks**

- Performed as part of the hiring process
- Annual Motor Vehicle Report process
- Volunteers

#### **3 Contracts**

- Contracts are written and include the appropriate hold harmless and additional insured language (when applicable)
- They have been reviewed by the member's legal counsel
- Member has obtained the necessary certificates of insurance

#### **4 Inspections (performed for each area below are documented and correction actions being taken)**

- Building
- Vehicles
- Grounds

#### **5 Citizen Complaints**

- A formal process exists and has been communicated
- A method of documentation exists
- Complaints are responded to and being resolved

#### **6 Cyber Data Protection**

- Multiple layers of authentication
- Isolated systems for financial transactions

- A robust process to detect and prevent malicious programs from embedding themselves into data systems

#### **7 Public Records**

- Records Retention Matrix
- Records properly stored and secured
- Public records request policy

#### **8 Employee Training**

- Complete Hazcom Training update from OSHA
- Updated PPE assessment for reflective clothing
- Job Descriptions



**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

| PROPERTY COVERAGE   | LIMITS  |
|---|---|
| Building and Personal Property  | \$6,081,831                                   |
| Specific Building and Personal Property   | \$ 0  |
| <i>See the Property Schedule for those locations covered on a blanket limit vs. specific basis.</i> |   |
| Flood and Mudslide  | \$1,000,000                                   |
| Earthquake and Volcanic Eruption  | \$1,000,000                                   |
| Business Income with Extra Expense  | \$500,000                                     |
| Legal Liability – Real Property   | \$1,000,000                                   |
| Ordinance or Law Coverage   | \$500,000                                     |
| Deductibles   |   |
| Building and Personal Property  | \$1,000                                       |
| Electric Substations and Transformers   | \$10,000                                      |
| Flood and Mudslide  | \$25,000                                      |
| Earthquake and Volcanic Eruption  | \$25,000                                      |
| Unmanned Aerial Systems   |   |
| Causes of Loss  | Special Form                                  |
| Coinsurance   | Agreed Amount                                 |
| Valuation   | See Property Schedule                         |
| <u>Additional Property Coverage/Extensions</u>  |   |
| Accounts Receivable   | \$250,000                                     |
| Animal Mortality/Injury   | \$40,000                                      |
| Arson Reward  | \$25,000                                      |
| Athletic Fields – Natural and Artificial Turf   | \$200,000                                     |
| Builders Risk   | \$500,000                                     |
| Cemetery Buildings  | \$25,000                                      |
| Claim Preparation Expense   | \$50,000                                      |
| Commandeered Property   | \$100,000                                     |
| Crime Reward  | \$1,000 Per Person Subject to \$5,000 Maximum |
| Electronic Data   | \$1,000                                       |
| Expediting Expense  | \$250,000                                     |

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**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

### Additional Property Coverage/Extensions

|  |                                       |
|--|---------------------------------------|
| Fine Arts  | \$25,000                              |
| Fire Department Service Charge                     | Actual Fire Department Service Charge |
| Fire Protective Devices                            | \$5,000                               |
| Lock Re-Keying                                     | \$2,500                               |
| Newly Acquired/Constructed                         |                                       |
| Building   | \$2,000,000                           |
| Personal Property                                  | \$1,000,000                           |
| Non-owned Detached Trailers                        | \$5,000                               |
| Outdoor Property                                   | \$100,000                             |
| Paved Surfaces                                     | \$100,000                             |
| Personal Effects of Employees – Per Claim          | \$2,500                               |
| Pollutant Clean-up                                 | \$100,000                             |
| Property in Transit                                | \$100,000                             |
| Property Off Premises                              | \$10,000                              |
| Spoilage   | \$25,000                              |
| Underground Pipes, Flues or Drains                 | \$1,000,000                           |
| Unnamed Location                                   | \$750,000                             |
| Utility Services (Off Premises Power Interruption) | \$25,000                              |
| Valuable Papers – Cost to Research                 | \$250,000                             |
| No Foundations Exclusion                           |                                       |

### EQUIPMENT BREAKDOWN COVERAGE

### LIMITS

|  |             |
|--|-------------|
| Property Damage – Any One Accident                       | \$6,081,831 |
| Deductibles  |             |
| Property Damage  | \$1,000     |
| Deep Well Pumps, Electrical Substations and Transformers | \$10,000    |



Entity Name: Village of Waynesville

## PROPERTY SCHEDULE

| PREM #       | BLDG # | DESCRIPTION                                       | ADDRESS            | BUILDING LIMIT     | PERSONAL PROPERTY LIMIT | PROPERTY IN OPEN LIMIT | VALUATION <sup>(1)</sup> | SPECIFIC LIMIT |
|--------------|--------|---|--------------------|--------------------|-------------------------|------------------------|--------------------------|----------------|
| 1            | 1      | Government Center                                 | 1400 Lytle Rd      | \$2,316,557        | \$336,121               | \$ 0                   | RC                       |                |
| 1            | 1      | Pole Barn   | 1440 Lytle Rd      | \$285,917          | \$56,228                | \$ 0                   | RC                       |                |
| 1            | 2      | Salt Building                                     | 1440 Lytle Rd      | \$41,265           | \$1,994                 | \$ 0                   | RC                       |                |
| 2            | 1      | Well Field w/Pump Houses                          | 1798 N. St. Rt. 42 | \$93,331           | \$92,384                | \$ 0                   | RC                       |                |
| 3            | 1      | Storage Garage                                    | 2R S Main St       | \$130,927          | \$8,709                 | \$ 0                   | RC                       |                |
| 4            | 1      | Street Maint Garage                               | 434 S Main St      | \$557,859          | \$14,888                | \$ 0                   | RC                       |                |
| 5            | 1      | Water Tank  | 5 Lytle            | \$921,764          | \$ 0                    | \$ 0                   | RC                       |                |
| 6            | 1      | Public Restrooms                                  | 88 S Main St       | \$140,039          | \$33,773                | \$ 0                   | RC                       |                |
| 7            | 1      | Water Tank  | Ferry Rd           | \$806,545          | \$ 0                    | \$ 0                   | RC                       |                |
| 8            | 1      | Government Center Pole Bldg                       | Lytle Rd           | \$207,653          | \$ 0                    | \$ 0                   | RC                       |                |
| 9            | 1      | Veterans Park Memorial - All Property in the Open | South Street       | \$ 0               | \$ 0                    | \$35,877               | RC                       |                |
| <b>TOTAL</b> |        |   |                    | <b>\$5,501,857</b> | <b>\$544,097</b>        | <b>\$35,877</b>        |                          |                |

<sup>(1)</sup> RC Replacement Cost

ACV Actual Cash Value

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FRC Functional Replacement Cost  
HV Historical Value

Entity Name: Village of Waynesville

## SUMMARY OF COVERAGE

| SPECIAL PROPERTY COVERAGE  | LIMITS           |
|--|------------------|
| Special Property - Scheduled   | \$314,654        |
| Special Property - Unscheduled Equipment (Any one item \$15,000 or less) | \$110,000        |
| Deductible   | \$500            |
| Causes of Loss   | Special Form     |
| Valuation  | Replacement Cost |

| SCHEDULED FINE ARTS COVERAGE | LIMITS       |
|------------------------------|--------------|
| Fine Arts - Scheduled        | \$ 0         |
| Deductible                   | Not Covered  |
| Causes of Loss               | Special Form |
| Valuation                    | Market Value |

| TRANSMISSION AND DELIVERY LINE COVERAGE | LIMITS           |
|---|------------------|
| Transmission And Deliver Line           | \$ 0             |
| Deductible                              | Not Covered      |
| Causes of Loss                          | Special Form     |
| Valuation                               | Replacement Cost |

| COMPUTER COVERAGE           | LIMITS   |
|-----------------------------|----------|
| Computer Equipment          | \$59,795 |
| Media and Data              | \$5,979  |
| Property Away from Premises | \$5,000  |
| Computer Virus              | \$1,000  |

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|                    |                     |
|--------------------|---------------------|
| Business Income    | Not Covered         |
| Extra Expense      | \$5,000             |
| Deductibles        |                     |
| Computer Equipment | \$500               |
| Business Income    | Not Covered         |
| Extra Expense      | None                |
| Causes of Loss     | Special Form        |
| Valuation          |                     |
| Computer Equipment | Replacement Cost    |
| Data and Media     | Reconstruction Cost |

Entity Name: Village of Waynesville

## SPECIAL PROPERTY SCHEDULE

| ITEM#        | DESCRIPTION                           | SERIAL NO.        | VALUE            |
|--------------|---------------------------------------|-------------------|------------------|
| 1            | John Deere Tractor                    |                   | \$33,487         |
| 2            | John Deere Bushhog                    |                   | \$8,372          |
| 3            | Cub Cadet Zero Turn 72" Mower         |                   | \$14,700         |
| 4            | Vermeer Wood, Brush Chipper           |                   | \$5,979          |
| 5            | Cub Cadet Walk Behind Mower 54" deck  |                   | \$7,559          |
| 6            | Police Equip In Or On Cruisers (Each) |                   | \$35,877         |
| 7            | John Deere 310L Backhoe Loader        | 1T0310LXTJF329259 | \$93,485         |
| 8            | Leaf Vac - Diesel                     |                   | \$42,000         |
| 9            | Standard LX VMT Hydro Vac             |                   | \$73,195         |
| <b>TOTAL</b> |                                       |                   | <b>\$314,654</b> |

## FINE ARTS SCHEDULE

| ITEM#        | DESCRIPTION | VALUE       |
|--------------|-------------|-------------|
| <b>TOTAL</b> |             | <b>\$ 0</b> |

**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

| LIBRARY MATERIALS COVERAGE             | LIMITS      |
|--|-------------|
| Scheduled Library Materials            |             |
| Library Materials in Storage           | Not Covered |
| Library Materials on Exhibition        | Not Covered |
| Library Materials in Transit           | Not Covered |
| Library Materials on Loan              | Not Covered |
| Unscheduled Rare Books and Periodicals | Not Covered |
| Scheduled Rare Books and Periodicals   | Not Covered |
| Library Fine Arts                      | Not Covered |
| Deductible                             | Not Covered |

Entity Name: Village of Waynesville

## SUMMARY OF COVERAGE

| CRIME COVERAGE                                      | LIMITS      |
|---|-------------|
| Public Employee Dishonesty                          | \$50,000    |
| Inside the Premises – Theft of Money and Security   | \$50,000    |
| Outside the Premise                                 | \$50,000    |
| Forgery and Alterations                             | \$50,000    |
| Computer Fraud                                      | \$50,000    |
| Funds Transfer Fraud                                | \$50,000    |
| Social Engineering Fraud                            | \$25,000    |
| Deductibles   |             |
| Public Employee Dishonesty                          | \$250       |
| Inside the Premises                                 | \$250       |
| Outside the Premise                                 | \$250       |
| Forgery and Alterations                             | \$250       |
| Computer Fraud                                      | \$250       |
| Funds Transfer Fraud                                | \$250       |
| Social Engineering Fraud                            | \$250       |
| LIABILITY COVERAGE                                  | LIMITS      |
| General Liability                                   |             |
| Bodily Injury and Property Damage – Each Occurrence | \$5,000,000 |
| General Aggregate                                   | \$7,000,000 |
| Personal & Advertising Injury – Each Offense        | \$5,000,000 |
| Medical Expense – Per Person                        | \$10,000    |
| Medical Expense – Any One Accident                  | \$50,000    |
| Deductible  | \$0         |
| Unmanned Aerial Systems                             |             |
| Unmanned Aerial Systems Deductible                  |             |
| <u>Coverage Extensions</u>                          |             |
| Cemetery Professional                               |             |
| Governmental Medical                                |             |
| See Liability Exposures Schedule, if applicable     |             |

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**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

### Employee Benefits Liability

|                  |             |
|------------------|-------------|
| Each Incident    | \$5,000,000 |
| Annual Aggregate | \$7,000,000 |
| Deductible       | \$0         |

### Employers Liability

|   |             |
|---|-------------|
| Bodily Injury by Accident – Each Accident | \$5,000,000 |
| Bodily Injury by Disease – Each Employee  | \$5,000,000 |
| Bodily Injury by Disease – Aggregate      | \$5,000,000 |
| Deductible                                | \$0         |

### PRIOR ACTS COVERAGE

### RETROACTIVE DATES



**Entity Name:** Village of Waynesville

## LIABILITY EXPOSURES SCHEDULE

| OPERATIONS/EXPOSURE AND EXPOSURE BASE | SUBCONTRACTED<br>(YES/NO) | DESCRIPTION        | EXPOSURE<br>AMOUNT |
|---------------------------------------|---------------------------|--------------------|--------------------|
| Water Utility                         | No                        |                    | 1600               |
| Street & Roads - Miles                | No                        |                    | 13                 |
| Special Events/Other - Each           | No                        | 4th of July Parade | 1                  |

**Entity Name:** Village of Waynesville

## SUMMARY OF COVERAGE

| LIABILITY COVERAGE                                     | LIMITS      |
|--|-------------|
| <b>Public Officials Errors and Omissions Liability</b> |             |
| Each Wrongful Act                                      | \$5,000,000 |
| Annual Aggregate                                       | \$7,000,000 |
| Errors and Omissions Deductible                        | \$5,000     |
| <b>Employment Practices Liability</b>                  |             |
| Each Wrongful Act                                      | \$5,000,000 |
| Annual Aggregate                                       | \$7,000,000 |
| Employment Practices Deductible                        | \$5,000     |
| Back Wages – Annual Aggregate                          | \$25,000    |
| Back Wages Deductible                                  | \$5,000     |
| <b>Non-Monetary Defense</b>                            |             |
| Annual Aggregate                                       | \$25,000    |
| Deductible   | \$5,000     |
| <b>Law Enforcement Liability</b>                       |             |
| Each Wrongful Act                                      | \$5,000,000 |
| Annual Aggregate                                       | \$7,000,000 |
| Medical Expense – Per Person                           | \$10,000    |
| Medical Expense – Any One Accident                     | \$50,000    |
| Deductible   | \$5,000     |

| AUTOMOBILE COVERAGE                                | LIMITS                 |
|--|------------------------|
| <b>Bodily Injury and Property Damage Liability</b> |                        |
| Combined Single Limit – Each Accident              | \$5,000,000            |
| Uninsured/Underinsured Motorists Bodily Injury     | \$50,000               |
| Medical Payments – Each Accident                   | \$5,000                |
| Automobiles  | Refer to Auto Schedule |
| Deductibles  | \$ 0                   |
| Liability  | \$ 0                   |
| Comprehensive and Collision                        | Refer to Auto Schedule |

The automobile coverage included in this quotation is subject to acceptable state motor vehicle reports. Automobile coverage may subsequently be excluded for any covered auto while being operated by a driver with an unacceptable report.

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Entity Name: Village of Waynesville

## AUTOMOBILE SCHEDULE

| VEH# | INV# | YEAR | DESCRIPTION                          | VIN# | COST NEW  | REPLACEMENT COST/STATED AMOUNT | DEPT    | COMP DED. | COLL DED. | VALUATION |
|------|------|------|--------------------------------------|------|-----------|--------------------------------|---------|-----------|-----------|-----------|
| 1    |      | 2013 | Ford Interceptor SUV                 | 1044 | \$40,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 2    |      | 2014 | Ford F250 Utility Truck              | 6639 | \$38,000  |                                | Streets | \$500     | \$1,000   | ACV       |
| 3    |      | 2009 | Ford 4 Door                          | 2227 | \$35,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 4    |      | 2016 | Ford Taurus Interceptor              | 9733 | \$42,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 5    |      | 2016 | Ford Taurus Interceptor AWD          | 9734 | \$42,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 6    |      | 2017 | Ford F150 4x4                        | 2126 | \$30,000  |                                | Streets | \$500     | \$1,000   | ACV       |
| 7    |      | 2017 | Ford Taurus Interceptor              | 1357 | \$42,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 8    |      | 2019 | Kenworth T370 Dump Truck             | 71   | \$141,850 |                                | Streets | \$500     | \$1,000   | ACV       |
| 9    |      | 2018 | Ford F550 Dump Truck                 | 1175 | \$87,898  |                                | Streets | \$500     | \$1,000   | ACV       |
| 10   |      | 2019 | Ford F150                            | 622  | \$27,000  |                                | Water   | \$500     | \$1,000   | ACV       |
| 11   |      | 2019 | Ford Explorer                        | 5363 | \$39,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 12   |      | 2008 | Ford F450 Mobile Police Command Unit | 9877 | \$60,000  |                                | Police  | \$500     | \$1,000   | ACV       |
| 13   |      | 2019 | Ford F450 Quad Cab Leaf Truck        | 9039 | \$56,476  |                                | Streets | \$500     | \$1,000   | ACV       |
| 14   |      | 2021 | Ford Interceptor SUV                 | 4412 | \$35,217  |                                | Police  | \$500     | \$1,000   | ACV       |
| 15   |      | 2022 | Ford F150                            | 5723 | \$35,400  |                                | Water   | \$500     | \$1,000   | ACV       |

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| VEH#         | INV# | YEAR | DESCRIPTION               | VIN# | COST NEW  | REPLACEMENT<br>COST/STATED<br>AMOUNT | DEPT    | COMP<br>DED. | COLL<br>DED. | VALUATION |
|--------------|------|------|---------------------------|------|-----------|--------------------------------------|---------|--------------|--------------|-----------|
| 16           |      | 2009 | Roadmaster<br>LLC Trailer |      | \$5,979   |                                      | Streets | \$500        | \$1,000      | ACV       |
| <b>TOTAL</b> |      |      |                           |      | \$757,820 | \$ 0                                 |         |              |              |           |

Entity Name: Village of Waynesville

## SUMMARY OF COVERAGE

| CYBER  | LIMITS    |
|--|-----------|
| Data Breach and Privacy Liability – Each Claim                 | \$250,000 |
| Data Breach Loss to Member – Each Unauthorized Access          | \$250,000 |
| Electronic Media Liability – Each Claim                        | \$250,000 |
| Breach Mitigation Expense – Each Unintentional Data Compromise | \$250,000 |
| Bricking Sublimit  | \$50,000  |
| Policy Aggregate   | \$250,000 |
| Deductibles  |           |
| Data Breach and Privacy Liability                              | \$25,000  |
| Data Breach Loss to Member                                     | \$25,000  |
| Electronic Media Liability                                     | \$25,000  |
| Breach Mitigation Expense                                      | \$25,000  |
| Bricking   | \$10,000  |

| TERRORISM COVERAGE | LIMITS |
|--------------------|--------|
|--------------------|--------|

Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organizations(s) committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Coverage Term – November 1, 2022 to November 1, 2023

### Property

|                                |                            |
|--------------------------------|----------------------------|
| Building and Personal Property | \$7,082,259 <sup>(1)</sup> |
| Deductible                     | \$25,000                   |

<sup>(1)</sup> Subject to a \$100,000,000 per occurrence limit and a \$100,000,000 aggregate limit per member for all covered losses with the exception of a \$1,000,000 Ohio Plan annual aggregate sublimit for Biological and Chemical Cleanup.

### Liability

|                             |             |
|-----------------------------|-------------|
| Each Occurrence per Member  | \$5,000,000 |
| Annual Aggregate per Member | \$7,000,000 |
| Deductible                  | \$10,000    |

**Entity Name:** Village of Waynesville

## MALICIOUS ACT

| COVERAGE DESCRIPTION                   | LIMITS      |
|--|-------------|
| Malicious Act General Aggregate Limit  | \$1,000,000 |
| Death Benefit Aggregate Limit          | \$1,000,000 |
| Death Benefit Limit - Per Member       | \$25,000    |
| Medical Expense Aggregate Limit        | \$25,000    |
| Medical Expense Limit - Per Member     | \$5,000     |
| Funeral Services Aggregate Limit       | \$25,000    |
| Funeral Services Limit - Per Member    | \$1,000     |
| Personal Counseling Aggregate Limit    | \$10,000    |
| Personal Counseling Limit - Per Member | \$2,500     |
| Travel Services Aggregate Limit        | \$25,000    |
| Travel Services Limit - Per Member     | \$5,000     |

**SUPPLEMENTARY PAYMENTS:**

- Group Trauma Counseling Services
- Extra Security
- Temporary Workers
- Rental Substitute
- Job Retraining Expenses
- Recruitment Costs
- Crisis Management

**COVERAGE:**

Pays a death benefit, medical expenses and additional expenses in addition to the Supplementary Payments noted above as a result of bodily injury arising out of a malicious act including hostage taking.

**WHO IS A MEMBER:**

- Elected or Appointed Officials
- Employees, Temporary Workers, Authorized Volunteers
- Visitors, Customer, Contractors, and Vendors

**Disclaimer:** The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

**MAJOR EXCLUSIONS:**

- Asbestos
- Lead
- Fungi or Bacteria
- Gang Members
- Pollution
- Suicide
- Toxic Materials
- War

**Entity Name:** Village of Waynesville

## GENERAL CONDITIONS

|  |   |
|--|---|
| <b>NOTICE OF CANCELLATION:</b>                                       | The company will provide sixty (60) days written notice of cancellation or non-renewal except for non-payment of premium, which remains ten (10) days written notice.   |
| <b>POLICY CHANGES:</b>   | The policy contains all the agreements between the member and the Ohio Plan Risk Management Inc. concerning the property and liability coverage afforded. The Named Member is authorized to make changes in the terms of the policy with the consent of the Ohio Plan.  |
| <b>POLICY PREMIUM:</b>   | See Premium Summary<br><br>Once bound, premiums are fully earned unless the policy is cancelled by Ohio Plan Risk Management Inc. or a subsequent policy with no lapse in coverage issued. If Ohio Plan Risk Management Inc. cancel the policy the refund will be pro rata.<br><br>Premium financing is available upon request. |
| <b>COMMUNICABLE DISEASE EXCLUSION</b>                                | This policy contains a communicable disease exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a communicable disease or fear or threat of a communicable disease. Please review your policy language fully to determine the extent of coverage.             |
| <b>PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION</b> | This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Perfluoroalkyl Or Polyfluoroalkyl Substances (PFAS's). Please review your policy language fully to determine the extent of coverage.  |



**Entity Name:** Village of Waynesville

## PAYMENT SUMMARY

| COVERAGE                                 | PREMIUM         |
|--|-----------------|
| Package                                  | \$26,386        |
| Ohio Plan Advantage Premium Contribution | \$2,377         |
| <b>Total Annual Payment</b>              | <b>\$24,009</b> |

### OHIO PLAN ADVANTAGE

The Ohio Plan Advantage is available to members with 4 or more consecutive years of membership with the Ohio Plan. The Named Member received the following premium contribution.

|   |         |
|---|---------|
| Active Ohio Plan Member since   | 2014    |
| Loss Ratio Points (Up to 60 points)<br>(60 – 1 = Advantage Loss Ratio Points) | 59      |
| Risk Management Points (Up to 40 points)                                      | 40      |
| Advantage Potential Premium Contribution                                      | \$2,401 |
| Advantage Final Premium Contribution  | \$2,377 |

### OPTIONS

### NOTES

- Premium includes Ohio Plan's risk management services.

## REINSURANCE

The following companies are the reinsurance companies providing strength to the Ohio Plan Risk Management Inc. including their A.M. Best ratings.

### American Agricultural Insurance Company

A.M. Best Rating, A, X  
Reinsuring the Ohio Plan since 2011

### Aspen Group

A.M. Best Rating: A, XV  
Reinsuring the Ohio Plan since 2007

### Berkley Insurance Company

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2021

### Berk Re Fac

A.M. Best Rating: A++, XV  
Reinsuring the Ohio Plan since 2019

### Chubb Group of Insurance Companies

A.M. Best Rating: A++, XV  
Reinsuring the Ohio Plan since 2001

### Convex Re Limited

A.M. Best Rating: A-, XIV  
Reinsuring the Ohio Plan since 2020

### Great American Insurance Company

A.M. Best Rating: A+, XIV  
Reinsuring the Ohio Plan since 2012

### Hanover Re

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2017

### Lloyd's of London

A.M. Best Rating: A, XV  
Reinsuring the Ohio Plan since 2005

### Markel Global Reinsurance Company

A. M. Best Rating: A, XIII  
Reinsuring the Ohio Plan since 2006

### Odyssey Reinsurance Company

A.M. Best Rating: A, XV  
Reinsuring the Ohio Plan since 2007

### Ryan Re

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2019

### Sompo Insurance Company

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2003

### Swiss Reinsurance America Corporation

A.M. Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2004

### A.M. Best Rating Classifications

#### Secure Ratings

A++ and A+ ..... Superior  
A and A- ..... Excellent  
B++ and B+ ..... Very Good

#### Vulnerable Ratings

B and B- ..... Fair  
C++ and C+ ..... Marginal  
D ..... Poor  
S ..... Rating Suspended

#### Poor Ratings

E ..... Under State Supervision  
F ..... In Liquidation

#### Financial Size Category

|      |                                 |
|------|---------------------------------|
| XV   | \$2 Billion or Greater          |
| XIV  | \$1.5 Billion to \$2 Billion    |
| XIII | \$1.25 Billion to \$1.5 Billion |
| XII  | \$1 Billion to \$1.25 Billion   |
| XI   | \$750 Million to \$1 Billion    |
| X    | \$500 Million to \$750 Million  |
| IX   | \$250 Million to \$500 Million  |
| VIII | \$100 Million to \$250 Million  |

**Note:** Effective 11/1/2021, the Ohio Plan collects premium and makes claims payments for liability losses up to \$250,000 and covered property losses up to \$130,000.



## Comprehensive Risk Management for Public Safety Organizations

Lexipol is America's leading provider of risk management solutions for public safety organizations. They provide police and fire departments with comprehensive, customizable, state-specific policies on a broad range of risk-centric topics, along with integrated Daily Training Bulletins that address department-specific policy areas – all through a unique web-based system.

Lexipol can help you address issues related to risk, liability, safety and best practices for your safety service departments. They also can help you comply with current laws and regulations and then document that you have trained your staff on approved policies.

### Key Features and Benefits

There is no other system that offers the following integration in one package:

1. Lexipol provides comprehensive Ohio-specific policies written by legal and safety service professionals.
2. Supervisors can track staff training using reporting tools.
3. Lexipol experts constantly monitor major court decisions, legislation, and emerging trends affecting safety service operations and provide policy updates in response.
4. Lexipol archives your department's policy manual and Daily Training Bulletin records to provide an invaluable resource in defense litigation or personnel matters.
5. The Lexipol system allows cross-referencing to any accreditation standard.
6. Policy and training components are 100% web-based. There is no software to purchase or maintain.

Nationwide collaboration between the largest private network of legal and public safety experts and Lexipol's risk management tools provide agencies the most complete solution for policy manual management, training and documentation.

### Return on Investment

According to a five-year post-Lexipol implementation study performed by a risk management association, agencies that adopted Lexipol saw:

- A significant decrease (45%) in the number of litigated claims
- A dramatic reduction (48%) in the cost of claims paid out
- No personnel or employment claims

The study found that Lexipol agencies in this study have yet to incur a personnel or employment claim, while non-Lexipol agencies in the in the study had eight claims for over \$448K.

### Ohio Plan Member Estimated Cost

Police Department:

| # of Full Time Sworn Officers | Lexipol Standard Pricing | OPRM Discounted Pricing | OPRM Board Subsidy | Final Lexipol Subscription Cost |
|-------------------------------|--------------------------|-------------------------|--------------------|---------------------------------|
| 7.00                          | \$4,797                  | \$4,557                 | 0.50               | \$2,279                         |

Fire Department:

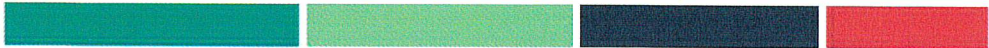
| # of Career & Volunteer FF | Lexipol Standard Pricing | OPRM Discounted Pricing | OPRM Board Subsidy | Final Lexipol Subscription Cost |
|----------------------------|--------------------------|-------------------------|--------------------|---------------------------------|
| 0.00                       | \$ 0                     | \$ 0                    | 0.50               | \$ 0                            |

An additional discount may be available to OPRM members who are also members of the Ohio Fire Chiefs Associations, (OFCA).  
 Disclaimer: The above are estimates based upon information submitted to The Ohio Plan. Actual costs will be determined by Lexipol.

## Additional Base Member Services

|  |  |
|--|--|
| <p style="text-align: center;"><b><u>Cyber Assessment</u></b></p> <p>CyberClearSafe provides cybersecurity service for small and mid-size organizations. Service offerings include:</p> <ul style="list-style-type: none"> <li>• a questionnaire assessment and recommendations</li> <li>• “Dark Web” Check-up</li> </ul>  | <p style="text-align: center;"><b><u>Training</u></b></p> <ul style="list-style-type: none"> <li>• <b>Ohio Plan Leadership Institute</b> <ul style="list-style-type: none"> <li>○ <u>Supervisory Training</u> (2 Events, 2 People Attend)</li> </ul> </li> <li>• <b>Members Only Training</b> <ul style="list-style-type: none"> <li>○ <u>Multi Topic</u> (2 Events, 2 People attend)</li> </ul> </li> </ul>           |
| <p><b><u>Programs</u></b></p> <ul style="list-style-type: none"> <li>• <b>Community Energy Savings Programs</b> <ul style="list-style-type: none"> <li>○ Reduce energy costs while providing security in volatile market conditions                             <ul style="list-style-type: none"> <li>▪ Community facilities</li> <li>▪ Community Aggregation</li> <li>▪ Building Commission</li> </ul> </li> </ul> </li> </ul> |  |
| <p><b><u>Other Available Services</u></b></p> <p>Offered at a discounted rate to all Ohio Plan Members</p>   |  |
| <ul style="list-style-type: none"> <li>• Executive and Staff Hiring and Assessment Centers</li> <li>• Legal Consultation</li> <li>• HR Consultation</li> <li>• Emergency Operations Plan Development and Training</li> <li>• Labor Negotiation Assistance</li> <li>• Board/Council Meeting and Retreat Facilitation</li> <li>• Strategic Planning</li> <li>• Grant Writing</li> </ul>  | <ul style="list-style-type: none"> <li>• Competitive Bidding/RFP Assistance</li> <li>• Levy/Campaign Strategy Assistance</li> <li>• Bond/Capital Financing Consultation</li> <li>• Police and Fire Organizational and Personnel Studies</li> <li>• Zoning, Planning and Economic Development Studies and Consultation</li> <li>• Staff and Special Study Assessments</li> <li>• Other Special-Needs Request</li> </ul> |





**Cyber Liability Options:**

| Limit     | Deductible | Premium |
|-----------|------------|---------|
| \$250,000 | \$25,000   | \$550*  |
| \$250,000 | \$10,000   | +\$191  |
| \$250,000 | \$5,000    | +\$280  |

| Limit     | Deductible | Premium |
|-----------|------------|---------|
| \$500,000 | \$25,000   | +\$335  |
| \$500,000 | \$10,000   | +\$557  |
| \$500,000 | \$5,000    | +777    |

| Limit       | Deductible | Premium  |
|-------------|------------|----------|
| \$1,000,000 | \$25,000   | +\$557   |
| \$1,000,000 | \$10,000   | +\$831   |
| \$1,000,000 | \$5,000    | +\$1,108 |

\*Premium included in current proposal



# Waynesville...

*Police Department*

**Gary Copeland**  
**Chief of Police**

1400 Lytle Road  
Waynesville, Ohio 45068  
Phone: 513-897-8010  
Fax: 513-897-2025  
Dispatch: 513-695-2525  
[www.waynesville-ohio.org](http://www.waynesville-ohio.org)  
[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

December 22, 2022

Butter Churn Cafe  
57 S Main St  
Waynesville, Ohio 45068

On behalf of the Village Council, Waynesville Police Department, and myself, I would like to thank Butter Churn Cafe for the generous donation of two \$25 gift cards for the Waynesville Village Staff Christmas party. Your contribution affords us the opportunity to have a successful Christmas party for our employees. I am confident that the Village of Waynesville would not be as great of a place to live, work and visit without people like you supporting and investing in our local government. I would like to extend my gratitude to you and your organization for your continued dedication and commitment to the community.

Sincerely,

Chief G.L. Copeland  
Waynesville Village Manager

# Waynesville...

*Police Department*

**Gary Copeland**  
**Chief of Police**

1400 Lytle Road  
Waynesville, Ohio 45068  
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Dispatch: 513-695-2525  
[www.waynesville-ohio.org](http://www.waynesville-ohio.org)  
[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

December 22, 2022

Grocery Land  
60 N Marvins Ln  
Waynesville, Ohio 45068

On behalf of the Village Council, Waynesville Police Department, and myself, I would like to thank Grocery Land for the generous donation of 100 pieces of chicken for the Waynesville Village Staff Christmas party. Your contribution affords us the opportunity to have a successful Christmas party for our employees. I am confident that the Village of Waynesville would not be as great of a place to live, work and visit without people like you supporting and investing in our local government. I would like to extend my gratitude to you and your organization for your continued dedication and commitment to the community.

Sincerely,

Chief G.L. Copeland  
Waynesville Village Manager

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**Gary Copeland**  
**Chief of Police**

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[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

December 22, 2022

Stubbs Conner Funeral Home  
185 N Main Street  
Waynesville, Ohio 45068

On behalf of the Village Council, Waynesville Police Department, and myself, I would like to thank Stubbs-Conner Funeral Home for the generous donation of snacks and a \$50 GrubHub gift card for the Waynesville Village Staff Christmas party. Your contribution affords us the opportunity to have a successful Christmas party for our employees. I am confident that the Village of Waynesville would not be as great of a place to live, work and visit without people like you supporting and investing in our local government. I would like to extend my gratitude to you and your organization for your continued dedication and commitment to the community.

Sincerely,

Chief G.L. Copeland  
Waynesville Village Manager



# Waynesville...

*Police Department*

**Gary Copeland**  
**Chief of Police**

1400 Lytle Road  
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[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

December 22, 2022

Village Family Restaurant  
144 South Main Street  
Waynesville, Ohio 45068

On behalf of the Village Council, Waynesville Police Department, and myself, I would like to thank Village Family Restaurant for the generous donation of the two \$50 gift cards for the Waynesville Village Staff Christmas party. Your contribution affords us the opportunity to have a successful Christmas party for our employees. I am confident that the Village of Waynesville would not be as great of a place to live, work and visit without people like you supporting and investing in our local government. I would like to extend my gratitude to you and your organization for your continued dedication and commitment to the community.

Sincerely,

Chief G.L. Copeland  
Waynesville Village Manager

# Waynesville...

*Police Department*

**Gary Copeland**  
**Chief of Police**

1400 Lytle Road  
Waynesville, Ohio 45068  
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[www.waynesville-ohio.org](http://www.waynesville-ohio.org)  
[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

December 22, 2022

Acapulco Mexican Restaurant  
916 Columbus Ave.  
Lebanon, Ohio 45036

On behalf of the Village Council, Waynesville Police Department, and myself, I would like to thank Acapulco Mexican Restaurant for the generous donation of two \$25 gift cards towards the Waynesville Village Staff Christmas party. Your contribution affords us the opportunity to have a successful Christmas party for our employees. I am confident that Warren County would not be as great of a place to live, work and visit without businesses like yours supporting and investing in local government. I would like to extend my gratitude to you and your organization for your continued dedication and commitment to the surrounding communities.

Sincerely,

Chief G.L. Copeland  
Waynesville Village Manager

# Waynesville...

*Police Department*

**Gary Copeland**  
**Chief of Police**

1400 Lytle Road  
Waynesville, Ohio 45068  
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[www.waynesville-ohio.org](http://www.waynesville-ohio.org)  
[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

December 22, 2022

Eric Godlove and Mark Reese  
GFR Holdings, LLC  
6077 Farhills Ave. #207  
Dayton, Ohio 45459

Dear Mr. Godlove and Mr. Reese,

On behalf of the Village Council, Waynesville Police Department, and myself, I would like to thank you and McDonald's for the generous donation of one hundred dollars (10 x \$10 gift cards and coupons) for the Waynesville Village Staff Christmas party. Your contribution every year affords us the opportunity to have a successful Christmas party for our employees. I am confident that the Village of Waynesville would not be as great of a place to live, work and visit without people like you supporting and investing in our local government. I would like to extend my gratitude to you and your organization for your continued dedication and commitment to the community.

Sincerely,

Chief G.L. Copeland  
Waynesville Village Manager

PUBLIC WORKS COMMITTEE MEETING –

December 5, 2023

**DRAFT**

MEMBERS PRESENT: Zack Gallagher, Chris Colvin, Brian Blankenship

GUESTS PRESENT: Connie Miller, Joette Dedden, Earl Isaacs

STAFF PRESENT: Chief Copeland, Jamie Morley

1. Meeting was called to order at 6:00 PM by Mr. Gallagher.
2. Quorum was achieved – Three members were present.
3. Mr. Blankenship made a motion to accept the November 7, 2022 minutes as amended and was seconded by Mr. Gallagher.

3 Yeas

4. Chief Copeland went over ongoing and upcoming projects for the Village:
  - a. Temporary fuel tanks from Duncan Oil have been delivered. They each hold 1,000 gallons and are solar-powered. The fuel was delivered today. Gas was \$.15 to \$.20 cents less than BP and Diesel was about \$1.00 less. Planning the site for the permanent tanks would require a 40x50 pad and electricity run. Would like to buy our own tanks from Hamilton Tanks so we can competitively bid out fuel prices and not be locked into just one company. Each vehicle will be equipped with booklets to fill out mileage and gallonage to track usage.
  - b. ODOT has approved the Village for funding for the traffic light at the intersection of North Street and Route 42. Plan to set up a meeting with ODOT to get specifics. Also, plan to use ODOT engineers so we do not have to bid out engineering. The Village's portion will be about 103K and any overage for change orders. ODOT will be providing the Village with about 927K toward the project.
  - c. Had a meeting for Well 10. Hope to get the ball rolling at the first of the year. Brian Keith is verifying with the EPA that the Baker Pitless is okay.
  - d. PY37 has been approved and the Village will be receiving funds for Franklin and Third Street around June/July. Will have ordinances at the next council meeting to cover the cost of the final engineering. Once the State releases the funds, the two projects will be put out to bid.
5. Mr. Gallagher asked if the fuel tanks would have annual maintenance. Chief Copeland stated that would be arranged with Hamilton Tanks.
6. Mr. Colvin asked if the new stoplight would be in place before the bridge on Route 73 goes under construction. Chief Copeland stated that is the plan.
7. Mr. Gallagher said he wanted to discuss the ordinance that vacates the portion of Third Street from South Street to Route 73. He stated he was concerned about the Village giving up existing utility easements. Mr. Gallagher acknowledged that he does not think the Village would need easements for water, but future broadband or storm sewer projects may require easements at this property. He stated

that he is under the belief that the Village should never give up easement rights. Mr. Gallagher said he spoke with the owner of Tincher Welding. The property owner bought the business about 8 years ago but because the building is slightly over the property line, he is having difficulties getting the deed in his name. Mr. Gallagher also said the property owner is more than willing to give the Village utility easements to any future projects. Gallagher is asking to table the ordinance until he can get more information from the Law Director. Mrs. Miller asked how long Mr. Gallagher thinks this will take as the owner is waiting on Council to pass this ordinance. Mr. Gallagher responded that he told the owner it would be resolved within two weeks. Ms. Dedden added she does not agree with spending any more money on this because she does not think the Village would ever need an easement there. Chief Copeland added that when the ordinance was originally passed a year ago, he does not believe the easements were discussed. It was decided to discuss this further and decide during the council meeting.

8. All were in favor to adjourn the meeting at 6:46 PM.

Jamie Morley  
Clerk to Council