



## COUNCIL AGENDA

**Tuesday, January 17, 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, January 3, 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
  - 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.
- 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:

**Legislation:**

**Reading of Ordinances and Resolutions:**

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

### **ORDINANCE NO. 2023-004**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WARREN COUNTY ENGINEER'S OFFICE FOR PURCHASE OF ROAD SALT AND DECLARING AN EMERGENCY

## **Second 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 NO. 2023-003**

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

## **Tabled:**

IX. Executive Session

X. Adjournment

*Next Regular Council Meeting:*

**February 6, 2023 at 7:00 pm**

*Upcoming Meetings and Events:*

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

Finance Meeting, January 19, 2023 @ 5:00 p.m.

BZA Meeting, January 26, 2023 @ 5:30 p.m.

Planning Commission Meeting, January 31 @ 7:00 p.m.

Public Works, February 6, 2023 @ 6:00 p.m.

**DRAFT**

**Village of Waynesville  
Council Meeting Minutes  
January 3, 2022 at 7:00 pm**

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

Absent: Mayor Earl Isaacs

Village Staff Present: Chief Gary Copeland, Village Manager and Safety Director; Jamie Morley, Clerk of Council

*CLERK'S NOTE- This is a summary of the Village Council Meeting held on Tuesday, January 3, 2023.*

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President Pro Tempore Dedden called the meeting to order at 7:00 p.m.

Roll Call – 6 present

Mr. Blankenship made a motion to excuse Mayor Isaacs and Mr. Gallagher seconded the motion.

Motion – Blankenship

Second – Gallagher

**Roll Call – 6 yeas**

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**Mayor Acknowledgements**

None

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**Disposition of Previous Minutes**

Mrs. Miller made a motion to approve the minutes as written for the Council meeting on December 19, 2022 and Mr. Blankenship seconded the motion.

Motion – Miller

Second – Blankenship

**Roll Call – 6 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 January 19, 2023 at 5:00 p.m., and the public is welcome to attend.

**Public Works Report**

Public Works met this evening. The next meeting is on February 6, 2023 at 6:00 p.m. 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.

**Village Manager Report**

- On December 20<sup>th</sup> there was a water break on Lytle Road. Thank you to Council members for bringing it to our attention, staff and Walt Biggs repaired it. Unfortunately, on December 26, there was another break 10 yards down from the original break on Lytle. Currently researching putting an insertion valve near there, as the crew had to repair the break hot because there was no way to shut the water off.
- The three surplus vehicles sold for \$19,423 on Gov Deals. Plan to use these funds for a new plow blade for the F-550.

- There is an ordinance on tonight's agenda to allow employees to take vacation time in 1-hour increments instead of 4-hour blocks. Also, this ordinance addresses full-time employees being paid time and a half for working actual holidays not just observed holidays. Currently, the manual says that only part-time and seasonal employees are paid time and a half for working actual holidays. This has recently become an issue because the police department is now staffed full-time and no longer reliant on reserve officers. An example of this, was Christmas Eve and Christmas fell on Saturday and Sunday, and the holidays were observed on Friday and Monday. So according to the personnel policy, those officers working on Friday and Monday were paid time and a half. But the officers that worked the actual holiday were paid regular time. This is not fair to those officers working the actual holiday.
- Met with Karie Novesl and she provided an insurance quote for the renewal of the Village's policy. The premium went down from last year's. There is an ordinance for the first reading tonight to approve the plan.
- Sent letters thanking local businesses for the donation of gift cards for the Village Christmas party. And again, thank you to Council for their donations, the staff is very appreciative.
- On January 11<sup>th</sup> the carpets will be cleaned at the Government Center.

## Police Report

- Provided a photograph of Michael Geyer receiving Officer of the Year for 2022.

Mr. Colvin asked if there was any new information on the break-in at the Waynesville Pharmacy. Chief Copeland stated Sgt. Denlinger attended a joint meeting with West Chester and Ross County to go over the break-ins. No further developments have happened, just hoping the criminals mess up and get caught.

Chief Copeland said that today at his Chief's Meeting, he spoke with Major Arrasmith about the Village's yearly contribution to the Warren County Drug Task Force. Chief Copeland stated that Major Arrasmith asked if the Village can do the same donation as last year, as it really does help. Unfortunately, the task force has been hit with several staffing issues as both the DEA and FBI have pulled their guys. Furthermore, one of the canine units was transferred to Hamilton. The Warren County Task Force had 472 cases in court, 1,914 traffic stops and attended 84 different events. Furthermore, according to the Ohio Department of Public Safety, Warren County ranked 8<sup>th</sup> in the state for methamphetamine confiscation, 12<sup>th</sup> for fentanyl, 2<sup>nd</sup> for prescription drugs, 4<sup>th</sup> for cocaine, and 5<sup>th</sup> for marijuana. The task force is integral to keeping drugs off the streets in Warren County. Mr. Lauffer asked if an officer in Waynesville were to pull over someone with narcotics would the Drug Task Force be there to help? Chief Copeland responded that they are there to assist every time Waynesville called them.

Mr. Colvin made a motion for the Village of Waynesville to donate \$9,000 to the Warren County Drug Task Force, the same amount as last year. Mr. Gallagher seconded the motion.

Motion – Colvin  
Second – Gallagher

**Roll Call – 6 yeas**

At this time Council and staff discussed the proposed Ohio Plan insurance renewal. Mr. Lauffer stated he felt cybersecurity coverage should be increased from the 250K limit with a 25K deductible to the 500K limit with the 25K deductible for an additional \$335 a year. He stated that this has been a big issue as of late.

**Financial Director Report**

None

**Law Report**

None

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**New Business**

Ms. Morley explained that before the Village proceeds with the electric and gas aggregate, Council must do two things: 1) Pass a motion to adopt the Operation and Governance Plans for natural gas and electric, and 2) Pass a motion to appoint Chief Copeland giving him permission to sign the applications to the PUCO. Mr. Gallagher asked that Council hold off on doing this until Mr. Forbes can answer a few questions on the documents. It was agreed that if any Council members have questions, email Chief Copeland and he will give these to Mr. Forbes for answers at the next meeting. This topic will be placed under Old Business for the next Council meeting.

Ms. Dedden stated that according to the Rules of Council, Council will need to elect President Pro Tempore for 2023 to run meetings in case of the Mayor’s absence.

Mrs. Miller made a motion to nominate Ms. Dedden for President Pro Tempore, and Mr. Gallagher seconded the motion.

Motion – Miller  
Second – Gallagher

At this time, there was a discussion about whether different individuals should be considered each year. Mr. Gallagher stated he believed that if an individual would like to be considered for the position, they should express interest before the meeting. Ms. Morley said she would make sure to have this on the agenda next year.

**Roll Call – 6 yeas**

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**Legislation**

**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

Mr. Lauffer made a motion to have the first reading for Ordinance 2023-001 and Mr. Gallagher seconded the motion.

Motion – Lauffer  
Second – Gallagher

**Roll Call – 6 yeas**

**Ordinance 2023-002**

An Ordinance Amending the Village of Waynesville Personnel Policy Manual Regarding Vacation Leave and Holiday Benefits and Declaring an Emergency

Mr. Gallagher made a motion to waive the two-reading rule for Ordinance 2023-002 and Mr. Blankenship seconded the motion.

Motion – Gallagher  
Second – Blankenship

**Roll Call – 6 yeas**

Mr. Gallagher made a motion to adopt Ordinance 2023-002 as an emergency and Mrs. Miller seconded the motion.

Motion – Gallagher  
Second – Miller

**Roll Call – 6 yeas**

**Ordinance No. 2023-003**

Authorizing the Village Manager to Award Property and Liability Insurance Coverage for the Village of Waynesville

Mr. Lauffer made a motion to amend Exhibit A for Ordinance 2023-003 to increase the cyber liability from 250K to 500K with a 25K deductible and Mr. Gallagher seconded the motion.

Motion – Lauffer  
Second – Gallagher

**Roll Call – 6 yeas**

Mr. Gallagher made a motion to have the first reading for Ordinance 2023-003 and Mr. Lauffer seconded the motion.

Motion – Gallagher  
Second – Lauffer

**Roll Call – 6 yeas**

**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

Mr. Gallagher made a motion to adopt Ordinance 2022-061 and Mr. Colvin seconded the motion.

Motion – Gallagher  
Second – Colvin

**Roll Call – 6 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. Blankenship made a motion to adopt Ordinance 2022-062 and Mr. Colvin seconded the motion.

Motion – Blankenship  
Second – Colvin

**Roll Call – 6 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

Mr. Gallagher made a motion to untable Ordinance 2022-041 and Mrs. Miller seconded the motion.

Motion – Gallagher  
Second – Miller

**Roll Call – 6 yeas**

Mrs. Miller made a motion to adopt Ordinance 2022-041 and Mr. Lauffer seconded the motion.

Motion – Miller  
Second – Lauffer



Mr. Colvin asked Chief Copeland's opinion on this ordinance. Chief Copeland stated that this recommendation for the new SCADA system was made by water operators no longer employed by the Village. The new water operator, Brian Keith, looked over the quote and did not think it would be the best fit for the Village. The current system is working but getting technical help is very hard. InControl is not very accessible if the Village needs support. Mr. Keith is currently reviewing quotes and will make a recommendation on what he feels will best improve the current SCADA system. Mr. Lauffer asked if Mr. Keith could attend the next Public Works meeting, so they could meet him. Chief Copeland said he would arrange that.

**Roll Call – 6 nays**

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**Executive Session**

None

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All were in favor to adjourn at 8:17 pm.

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

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



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 OR Village's Consultant, Trebel LLC	1-888-XXX-XXXX 1-877-861-2772
Aggregation Program Questions or Concerns	Village's Consultant, Trebel LLC	1-877-861-2772
Unresolved disputes	PUCO	1-800-686-7826 (voice) 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



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.



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.



<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number</b>
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 Trebel LLC	1-888-XXX-XXXX 1-877-861-2772
Aggregation Program Questions or Concerns	Trebel LLC	1-877-861-2772
Unresolved disputes	PUCO	1-800-686-7826 (voice) 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.

**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.*

**ORDINANCE NO. 2023-004**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WARREN COUNTY ENGINEER'S OFFICE FOR PURCHASE OF ROAD SALT AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville desires an agreement to purchase road salt through the Warren County Engineer's Office; and

WHEREAS, the Warren County Engineer's Office meets all applicable State and local requirements through the bid process for salt; and

WHEREAS, in order to save money and expedite the bidding process, it benefits the Village of Waynesville to enter into an agreement with the Warren County Engineer's Office for road salt for the 2023-2024 winter season; now

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

SECTION 1. That the Village Manager is hereby authorized to enter into an agreement to participate with the Warren Country Engineer's Office for the bidding and purchase of 200 ton of road salt for the 2023-2024 winter season.

SECTION 2. That the Village of Waynesville has allocated its own storage space to receive and store salt being bid and awarded in this contract.

SECTION 3. That Village Manager is hereby authorized to file and sign all documents associated herewith including the forwarding of the estimated salt needed for purchase as prepared by the Village of Waynesville.

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 welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to enter into the agreement at the earliest possible date.

Adopted this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**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 (\$215~~0~~6.00) 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:**

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Village Manager

**LAW DIRECTOR:**

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Jeffrey D. Forbes

On behalf of Wood & Lamping LLP

**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

Named Member:

Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## UNINSURED AND UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT

For a "covered auto" licensed or principally garaged in Ohio, this endorsement modifies coverage provided under the following:

### AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

#### A. COVERAGE

1. We will pay all sums the covered person is legally entitled to recover as compensatory "damages" from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" because of "bodily injury" sustained by the covered person and caused by an "accident". The owner's or operator's liability for these "damages" must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. With respect to "damages" resulting from an "accident" with an "underinsured motor vehicle", we will pay under this endorsement only if paragraph a. or b. below applies:
  - a. The limits of any applicable liability bonds, policies or coverages have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between a covered person and the insurer or coverage provider of the "underinsured motor vehicle" and:
    - (1) Our administrator has been given prompt written notice of such settlement; and
    - (2) Advance payment to the covered person in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for "damages" arising out of a "suit" brought without our written consent is not binding on us.

#### B. WHO IS A COVERED PERSON

The following are covered persons:

1. Anyone "occupying" a:
  - a. Covered "auto"; or
  - b. Temporary substitute for a covered "auto" when such covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

However, no coverage is provided for anyone occupying an "auto" which is not a covered "auto" for Uninsured Motorists and/or Underinsured Motorists Coverage under this Coverage Form.

2. Anyone for "damages" he or she is entitled to recover because of "bodily injury" sustained by a covered person as defined in paragraph B. 1. above.

The "member" does not have a covered interest for "bodily injury" "damages" under this endorsement.

#### C. EXCLUSIONS

This coverage does not apply to:

1. Any claim settled without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer or coverage provider of an "underinsured motor vehicle" in accordance with the procedure described in paragraph A.2.b.

2. The direct or indirect benefit of any insurer, self-insurer, coverage provider or state workers compensation fund under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer, self-insurer or coverage provider under any automobile medical payments or personal injury protection coverage.
4. All amounts paid, as salary continuation or in lieu of workers' compensation benefits.
5. "Autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply while the "auto" is being prepared for such a contest or activity.
6. Any covered person where this policy extends liability coverage for the "accident" under the terms of the Auto Coverage Form.
7. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **D. Limits of Coverage**

1. Regardless of the number of "covered autos", covered persons, premiums paid, claims made or "autos" involved in the "accident", the most we will pay for all "damages" resulting from any one "accident" is the limit of Uninsured And Underinsured Motorists Coverage shown in the Automobile Declarations.
2. All claims resulting from or arising out of any one person's "bodily injury", including death, shall collectively be subject to the limit of Uninsured And Underinsured Motorist Coverage shown in the Automobile Declarations. For the purpose of such Limits of Coverage, all claims arising out of the death of one person shall constitute a single claim regardless of the number of covered persons, claims made or persons claiming to have suffered "damages" from the death.
3. No one will be entitled to receive duplicate payments for the same "damage" under this endorsement and this or any other policy or coverage providing liability coverage or medical payments coverage. We will not make a duplicate payment under this endorsement for any "damages" for which payment has been made by or for anyone who is legally responsible.
4. With respect to coverage provided for "damages" resulting from an "accident", the Limits of Coverage shall be reduced by all sums paid for "bodily injury" under any workers' compensation, disability benefits or similar law, all amounts paid under automobile medical payments or personal injury protection coverage and all amounts paid as salary continuation or in lieu of workers' compensation benefits.
5. With respect to coverage provided for "damages" resulting from an "accident" with an "underinsured motor vehicle", the Limits of Coverage shall be reduced by all sums paid for "bodily injury" by or on behalf of anyone who is "legally responsible".

#### **E. Changes In Conditions**

The conditions of the policy for Uninsured and Underinsured Motorists Coverage are changed as follows:

1. Other Insurance in the Automobile Coverage Form are replaced by the following:
 

If there is other applicable insurance or coverage available under one or more policies or provisions of coverage:

  - a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one "auto" under any coverage form or policy providing coverage on either a primary or excess basis.
  - b. Any coverage we provide with respect to an "auto" the "member" does not own shall be excess over any other collectible uninsured motorists insurance or coverage providing coverage on a primary basis.
  - c. If the coverage under this coverage form is provided:

- (1) On a primary basis, we will pay only our share of the "loss" that must be paid under all available coverage providing coverage on a primary basis. Our share is the proportion that our Limits of Coverage bears to the total of all applicable limits for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under all applicable coverages providing coverage on an excess basis. Our share is the proportion that our Limits of Coverage bears to the total of all applicable limits for coverage on an excess basis.
2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
- a. Promptly notify the police if a hit-and-run driver is involved;
  - b. Promptly send our administrator copies of the legal papers if a "suit" is brought; and
  - c. A covered person seeking Underinsured Motorists Coverage must also promptly notify our administrator in writing of a tentative settlement between the covered person and the insurer or coverage provider of an "underinsured motor vehicle" and allow us 30 days to advance payment to that covered person in an amount equal to the tentative settlement to preserve our rights against the insurer, coverage provider, owner or operator of such "underinsured motor vehicle". However, this Provision 2.c. does not apply if failure to notify us does not prejudice our rights against the insurer, coverage provider, owner or operator of such "underinsured motor vehicle".
3. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:
- a. If we make any payment and the covered person recovers from another party, the covered person shall hold the proceeds in trust for us and pay us back the amount we have paid.  

The covered person shall do whatever is proper to secure and shall do nothing after "loss" to prejudice our rights of recovery;

If requested in writing by our administrator, the covered person shall take, through any representative designated by us, action as may be necessary or appropriate to recover our payment of "damages" from any person or organization "legally responsible".
  - b. Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if our administrator:
    - (1) Has been given prompt written notice of a tentative settlement between a covered person and the insurer or coverage provider of an "underinsured motor vehicle"; and
    - (2) Fail to advance payment to the covered person in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the covered person in an amount equal to the tentative settlement within 30 days after receipt of notification:

    - (1) That payment will be separate from any amount the covered person is entitled to recover under the provisions of Underinsured Motorists Coverage; and
    - (2) We also have a right to recover the advanced payment.
4. The following conditions are added:
1. Arbitration
    - a. If we and a covered person disagree whether the covered person is legally entitled to recover "damages" from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of "damages" that are recoverable by that covered person, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
    - b. Ohio law shall apply to the arbitration, which arbitration shall be conducted in Lucas County, Ohio. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
  2. Statute Of Limitations

Any claim or "suit" for Uninsured Motorists and/or Underinsured Motorists Coverage must be brought within three years after the date of the "accident" causing the "bodily injury" or one year after the date the liability insurer or coverage provider of the "uninsured motor vehicle" or "underinsured motor vehicle" becomes insolvent, whichever is later, provided that our rights are not prejudiced.

#### F. Additional Definitions

As used in this endorsement:

1. "Accident", means an unintended and unforeseen occurrence causing "bodily injury" to a covered person.
2. "Covered auto" means only those "autos" designated by the numerical symbol entered on the Automobile Declarations for Uninsured And Underinsured Motorists Coverage.
3. "Member", for the purpose of this endorsement, is the Named Member or "members" listed in the declarations page of the policy.
4. "Legally responsible" includes the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle", any insurer or coverage provider providing coverage for the owner or operator of an "underinsured motor vehicle", and any uninsured motorist or underinsured motorist carrier who has coverage and/or made payment under the terms of its policy.
5. "Occupying" means in, upon, getting in, on, out or off.
6. "Uninsured motor vehicle" means a land motor vehicle:
  - a. For which no liability bond, policy or coverage applies at the time of an "accident";
  - b. For which an insuring or bonding company or coverage provider denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
    - (1) Hit a "covered auto" a covered person is "occupying"; or
    - (2) Cause "bodily injury" to a covered person "occupying" a "covered auto" without hitting that "covered auto".

The facts of the "accident" or intentional act must be proved by independent corroborative evidence, other than the testimony of the covered person making a claim under this or similar coverage, unless such testimony is supported by additional evidence.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
  - b. Designed for use mainly off public roads while not on public roads;
  - c. Owned by any governmental unit or agency, unless the owner or operator of the "uninsured motor vehicle" has:
    - (1) An immunity under the Ohio Political Subdivision Tort Liability Law; or
    - (2) A diplomatic immunity; or
  - d. Owned by or furnished or available for regular use by the covered person.
7. "Underinsured motor vehicle" means a land motor vehicle for which the sum of all liability bonds, policies or coverage applicable at the time of an "accident" is either:
- a. Less than the Limits of Coverage for this coverage; or
  - b. Reduced by payments to others injured in the "accident" to an amount which is less than the Limits of Coverage for this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency;
- c. Designed for use mainly off public roads while not on public roads; or

d. That is a covered "auto" for Liability Coverage under this policy.







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

Board Members		
<p><b><u>John Applegate</u></b> City of Union Montgomery County japplegate@unionoh.org</p>	<p><b><u>Erika Buri</u></b> The Olander Park System Lucas County eburi@olanderpark.com</p>	<p><b><u>Jim Crandall, CPA</u></b> Muskingum Watershed Conservancy District Tuscarawas County jcrandall@mwcd.org</p>
<p><b><u>Jamie Giguere</u></b> City of Wauseon Fulton County Jamie.giguere@cityofwauseon.com</p>	<p><b><u>Michael Hampton</u></b> Springfield Township Lucas County mhampton@springfieldtownship.net</p>	<p><b><u>Kerry Reed</u></b> Newton Falls Public Library Trumbull County kerryreed@newtonfalls.org</p>
<p><b><u>Joseph F. Stefanov</u></b> City of New Albany Franklin County jstefanov@newalbanyohio.org</p>		<p><b><u>Jennifer Wilder</u></b> City of Oakwood Montgomery County 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	
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
<b>LIABILITY COVERAGE</b>	<b>LIMITS</b>
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 (YES/NO)	DESCRIPTION	EXPOSURE 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
Bodily Injury and Property Damage Liability 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 COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
16		2009	Roadmaster 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	\$500,000
Data Breach Loss to Member – Each Unauthorized Access	\$500,000
Electronic Media Liability – Each Claim	\$500,000
Breach Mitigation Expense – Each Unintentional Data Compromise	\$500,000
Bricking Sublimit	\$50,000
Policy Aggregate	\$500,000
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  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.  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	\$26,718
Ohio Plan Advantage Premium Contribution	\$2,377
<b>Total Annual Payment</b>	<b>\$24,341</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) (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>



**INTRO TO**  
**CYBERSECURITY**  
**FOR ELECTED OFFICIALS**

**HOSTED BY:**  
WARREN COUNTY BOARD OF  
COMMISSIONERS  
IN PARTNERSHIP WITH TELECOM

*Details:*

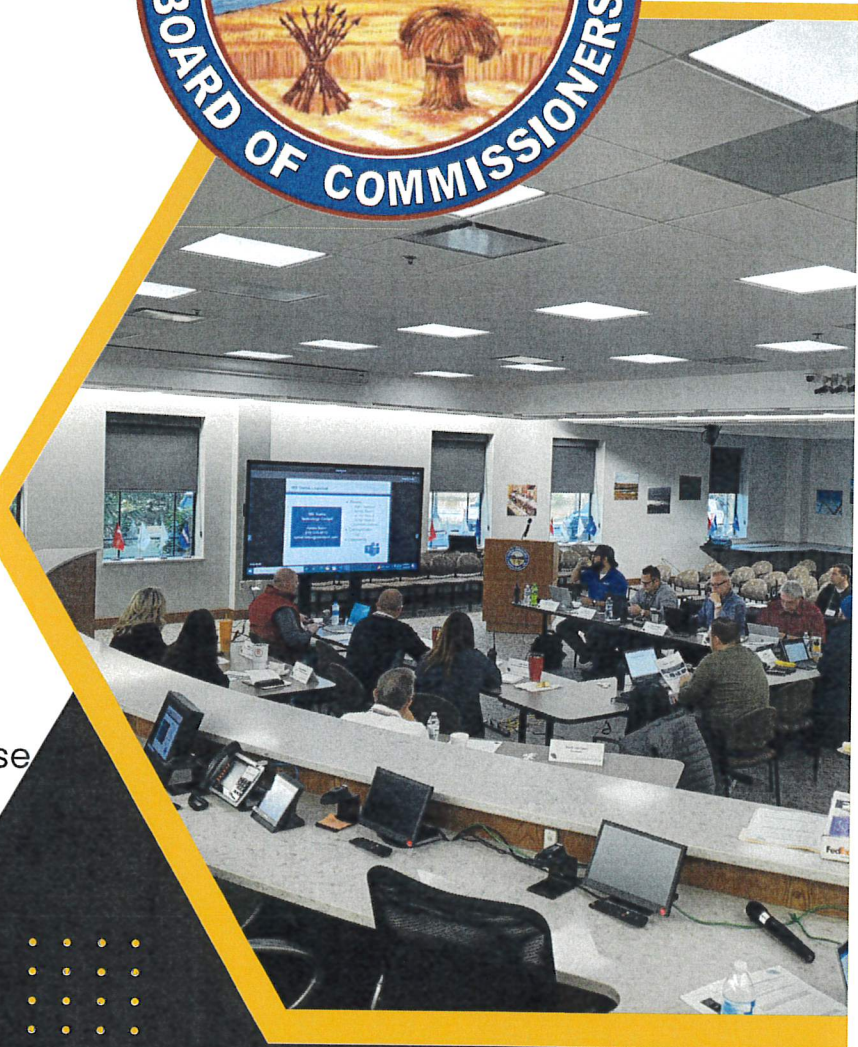
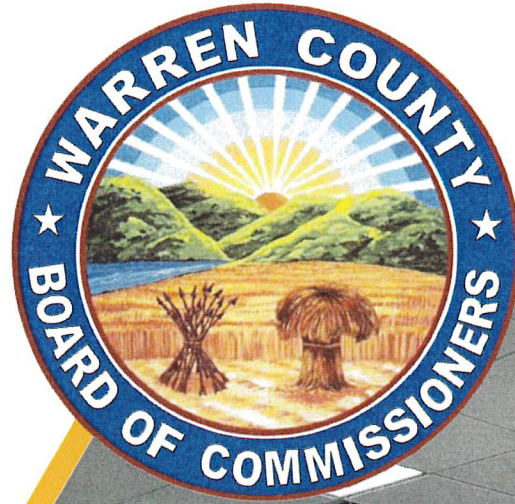
**MONDAY**  
**FEBRUARY 6, 2023**

**TIME:** 10:00–11:30am

**LOCATION:** 405 Justice Dr.  
Lebanon, OH 45036  
Room 128



**Presented by:**  
Shawn Waldman,  
founder and CEO of  
Secure Cyber Defense



Registration is required by  
**January 27, 2023**  
**CLICK [HERE](#) to REGISTER**

<u>CONTRACT NAME</u>	<u>Ordinance</u>	<u>START</u>	<u>END</u>	<u>DETAILS</u>
SHARP MX-3070N COPIER MACHINE MILLENNIUM AND LARGE FORMAT SCANNER	2021-053	2/1/2023	2/1/2028	60 Month Agreement
SCHOOL RESOURCE OFFICER AGREEMENT	2021-033	8/1/2021	5/1/2024	3 YEAR AGREEMENT AUGUST 1, 2021 TO May 2024
SMART BILL (water bill printing)		3/26/2010	3/26/2015	60 MONTH TERM / AUTO RENEW FOR 12 MONTHS (60 DAYS ADVANCE NOTICE)
INVOICE CLOUD Online Credit card for water bills	2018-011	4/3/2018	4/1/2021	3 YEAR CONTRACT
RUMPKÉ	2022-016	6/1/2022	5/31/2025	6/1/2022 - 5/31/2023 \$18.25 6/1/2023 - 5/31/2024 \$18.98 6/1/2024 - 5/31/2025 \$19.74
MIAMI VALLEY LIGHTING	2022-044	1/1/2023	12/31/2027	
WASTE MANAGEMENT (DUMPSTER AT MAINTENANCE BARN)	2018-041	12/21/2018	12/21/2021	3 YEAR CONTRACT AUTO RENEW YEARLY 180-90 DAYS OF TERMINATION
WARREN COUNTY WATER SEWER BILLING AGREEMENT		1/1/2016	12/31/2036	20 year contract between Warren Co and Waynesville to bill sewer for Waynesville residents.
HOMELAND TECHNOLOGY GROUP FIRE ALARM SYSTEMS	2018-016	5/25/2018	5/25/2021	3 YEAR CONTRACT 30 DAY WRITTEN NOTICE PRIOR TO TERMINATION OF CONTRACT
FP MAILING SOLUTIONS	2020-048	10/12/2020	1/12/2024	39 Months
HIGHCAP IT SUPPORT CONTRACT	2019-048	9/1/2019		30 DAY NOTICE TO TERMINATE
BUCKEYE POWER SALES	2020-052	12/1/2020	12/1/2021	Maintenance agreement for Wellfield Generators

Law Director - Wood and Lamping	2023-001	1/1/2023	12/31/2024	Law Director
Magistrate	2022-002	1/1/2022	12/31/2023	
Prosecutor	2022-003	1/1/2022	12/31/2023	
Legend Web Works - Website	2021-001	3/1/2021	3/1/2022	GOES MONTH TO MONTH AFTER 1 YEAR
HRA	2022-053	1/1/2023	12/31/2023	
Health Insurance - Anthem SOCA Benefit Plan Blue	2022-014	5/1/2022	4/31/2023	
Dental	2022-059	1/1/2023	12/31/2023	
Vision Insurance - VSP	2021-044	1/1/2021	12/31/2023	
Life Insurance - HARTFORD	2022-047	1/1/2023	12/31/2025	
Emergency Water Agreement with Warren County	2021-005	2/16/2021	2/16/2031	
Trebel - Gas/Electric Aggregate	2022-039	9/6/2022	9/6/2025	3 YEARS OR END OF THE TERM OF THE AGGREGATION
Buckeye Power Sales - Wellfield Generator Mai	2020-052	12/1/2020	12/1/2023	3 Years
Village electric aggregate contract for Village properties	2020-060	5/21/2021	5/21/2024	3 Years with Constellation New Energy
Hylant	2023-004	3/12/2023	3/12/2024	Property/liability Insurance
CDs 4 at 250K for 2 years				February 2023, September 2023, March 2024, August 2024 maturity dates

# Council Report

January 17, 2023

Chief Copeland

## Manager

- We had another main waterline break on Monday, December 26<sup>th</sup> on Lytle Road near Camp Creek Road. Water Supervisor Brian Keith assessed the situation and contacted OUPS as an emergency to get lines marked. The main waterline break was repaired right away, and the Maintenance Department restored the street as soon as asphalt was available. Photos of our staff completing this task are provided for your review.



- The Council will be voting on an ordinance as an emergency to enter into a multi-jurisdictional agreement to bid for 200 tons of salt for the 2023 / 2024 winter season.
- I provided Council members with a revised quote from Hylant Insurance Group by email on January 9<sup>th</sup> at 2:30pm. This revision included the increased coverage from \$250,000.00 to \$500,000.00. In addition, I provided the underinsured motorist coverage for their review. The second reading is scheduled for the January 17<sup>th</sup> Council meeting. Please feel free to contact me with any questions or concerns.

- The EPA announced a reimbursement grant to Ohio communities with water systems. This is the Governor's H2Ohio initiative for valve exercising equipment leak detection devices, pressure loggers, flow meters, ect. Brian Keith of the Water Department has submitted a signed application to the EPA. I have included quotes from the three items that we have requested in our application:

○ Handheld hydrant and valve exerciser	✓ \$5,400.00
○ Sonic Driver Mobile flow meter	\$ 995.00
○ PLD2 Leak Detector kit	\$4,238.00

The three items total **\$10,633.00** and I will keep Council posted on the grant results.

- On January 6<sup>th</sup> the Street Maintenance Department removed the Christmas decorations from Main Street. The decorations were put in the Village storage facility for another year.



- Darren and Brian from the Village Water Department have been reorganizing the mapping room. We purchased tubes and numbered each map to put on the inventory list.



- I spoke with Rich Cogen, Executive Director of the Ohio River Foundation (513-460-3365) located in Cincinnati on January 12<sup>th</sup> about the Little Miami dam located between Waynesville and Corwin. I recommended that he attend the next Public Works meeting on February 6<sup>th</sup> at 6pm to discuss his organization's recommendation to remove the Little Miami dam. He will be presenting the idea with statistics and will answer any questions.



# Police

- The December dispatched calls for service have been added for your review. Please feel free to contact me with any questions or concerns.
- The Mayor's Court report for the month of December has been included and you can contact me or Ashley with any questions that you might have. In addition, the year-end report for the 2022 calendar year is included for your review.
- Sgt. Denlinger's December's Code Enforcement report is attached and feel free to contact him or I with any questions.
- I have registered Myself, Lt Bledsoe, and Sgt Denlinger in a one-day training on how to deal with sovereign citizens and non-compliance at traffic stops. The training is on February 21<sup>st</sup> and includes:
  - Identifying different sovereign citizen groups.
  - Ideology, terminology, tactics, and schemes of sovereign citizens.
  - Best practices and officer safety tips when dealing with sovereign citizens roadside with mock traffic scenarios.
  - What officers can and cannot do during traffic stops pursuant to U.S. and Ohio case law and the Ohio Revised Code.
  - Overview of the Ohio Revised Code statutes regarding criminal charges for non-compliance including obstructing official business, disorderly conduct, and resisting arrest.
- Sgt Denlinger and I attended the Law Enforcement Appreciation Day, "L.E.A.D", at the Warren County Career Center. We were provided with lunch prepared by culinary students and met with the students of the Law Enforcement program.





# Financial Assistance

[News](#)   [Grant Opportunities](#)   [Drinking Water Assistance Fund](#)  
[Drinking Water Emergency Loan Fund](#)   [Asset Management](#)   [Training](#)   [Resources](#)

## H2Ohio Public Water System Equipment Grant ^

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Ohio EPA is pleased to announce a public water system equipment grant opportunity. Grants are being offered to reimburse the initial cost of valve exercising, leak detection and meter accuracy testing equipment. This grant opportunity is made possible by Governor Mike DeWine's H2Ohio initiative. H2Ohio is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater, and water infrastructure, and prevent lead contamination. For more information on this grant opportunity please see the grant application and guidelines below.

### Who is Eligible?

Ohio community public water systems are eligible to apply.

### Eligible Equipment

- Valve exercising equipment;
- Amplified Listening Devices to detect leaks in the distribution system;
- Pressure loggers;
- Clamp-on flow meters to check accuracy of meters;
- Metal pipe locators; and
- Training on the use of the above equipment

Other equipment may be requested and will be considered on a case-by-case basis.

### Grant Application and Guidelines

Applications will be accepted starting on December 20, 2022 and will remain open until 5:00 PM on January 25, 2023. A written award or denial determination will be issued by Ohio EPA within 90 days from the close of the application.

**H2Ohio Public Water System Equipment Grant Application and Guidelines** ([PDF](#)) ([Word](#))

### **Questions?**

Applicants may contact Ohio EPA staff members with questions throughout the grant process. Please email any questions to [DDAGW.Grants@epa.ohio.gov](mailto:DDAGW.Grants@epa.ohio.gov).

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**Emergency Generator Grant (Closed November 21, 2022)**



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**H2Ohio Lead Service Line Inventory and Mapping Grant (Closed September 9, 2022)**



Utility Technologies, LLC  
 1054 Monroe Road, Suite 105  
 Lebanon, OH 45036 USA  
 (513) 488-1940  
 sales@utility.biz  
 http://www.utility.biz



# Quote

QUOTE # 2457  
 DATE 01/06/2023  
 EXPIRATION DATE 04/30/2023

**ADDRESS**  
 Brian Keith  
 Waynesville, Village of  
 1400 Lytle Road  
 Waynesville, Ohio 45068

**SHIP TO**  
 Brian Keith  
 Waynesville, Village of  
 1400 Lytle Road  
 Waynesville, Ohio 45068

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

**SHIP VIA**  
 Deliver no charge

**REFERENCE #**  
 Hydrant Buddy+ VKey

ACTIVITY	DATE	QUANTITY	RATE	AMOUNT
Valve-Hydrant:HydrantBuddy Hydrant Buddy - Hand held hydrant and valve exerciser. Includes battery operated hydrant Milwaukee powered unit, Charger, 2 batteries, custom wood case, adjustable pentagon socket, with turn counter and reversable torque handle. 3 year warranty		1	4,900.00	4,900.00T
Valve-Hydrant:HYDRANT BUDDY GVK-S Hydrant Buddy Standard Adjustable Telescoping Gate Valve Key 48-82"		1	500.00	500.00T

This price Estimate or Quote expires in 30 days unless otherwise stated. Prices are subject to change or withdrawal based on changes in vendor or freight costs. Please verify costs at time of order. Freight costs are estimates only and actual shipping costs will be charged where freight is added. Applicable sales tax will be added at the time of ORDER unless a valid tax exemption certificate is supplied with the order or we have a blanket exemption certificate on file.

SUBTOTAL 5,400.00  
 TAX 0.00  
 TOTAL **USD 5,400.00**

Accepted By

Accepted Date

Estimates/Quotes expire in 30 days unless otherwise noted. Price estimates are based on the quantity quoted. Prices or shipping costs and shipping allowances may be changed if quantities vary from those on the estimate. Estimates or Quotes may be withdrawn in the event of error, vendor price changes, or circumstances beyond our control.

SIGN IN

CREATE AN ACCOUNT

Home > Hydrant Buddy - Fire Hydrant Flushing ...





**Product Specifications**  
Weight: 8.8 lbs  
Length: 28 in  
Height: 12 in (fits under most fire hydrants)  
Weight: 27 lbs. to 33 lb.  
Torque: 40 to 800 ft-lb  
Max. Hose Length: 40 to 50 ft  
Battery Capacity: 1 up to 20 hours  
Battery Charge Time: 20 minutes



Utility Technologies, LLC  
1054 Monroe Road, Suite 105  
Lebanon, OH 45036 USA  
(513) 488-1940  
sales@utility.biz  
http://www.utility.biz



QUOTE # 2458  
DATE 01/06/2023  
EXPIRATION DATE 01/29/2023

# Quote

**ADDRESS**  
Brian Keith  
Waynesville, Village of  
1400 Lytle Road  
Waynesville, Ohio 45068

**SHIP TO**  
Brian Keith  
Waynesville, Village of  
1400 Lytle Road  
Waynesville, Ohio 45068

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

**SHIP VIA**  
Deliver

**REFERENCE #**  
Sonic Driver

ACTIVITY	DATE	QUANTITY	RATE	AMOUNT
<b>Metering:MOBILE-UFM</b> Sonic Driver Mobile Ultrasonic Flow Meter with Android app based interface.		1	995.00	995.00T

This price Estimate or Quote expires in 30 days unless otherwise stated. Prices are subject to change or withdrawal based on changes in vendor or freight costs. Please verify costs at time of order. Freight costs are estimates only and actual shipping costs will be charged where freight is added. Applicable sales tax will be added at the time of ORDER unless a valid tax exemption certificate is supplied with the order or we have a blanket exemption certificate on file.

SUBTOTAL 995.00  
TAX 0.00  
TOTAL **USD 995.00**

Accepted By

Accepted Date

Estimates/Quotes expire in 30 days unless otherwise noted. Price estimates are based on the quantity quoted. Prices or shipping costs and shipping allowances may be changed if quantities vary from those on the estimate. Estimates or Quotes may be withdrawn in the event of error, vendor price changes, or circumstances beyond our control.

# SONIC-DRIVER MOBILE-UFM ANDROID CLAMP-ON FLOW METER

Sonic-Driver

***This item is not available to purchase online.***

***Please contact us to Purchase,  
or for a Quotation, or Demonstration.***

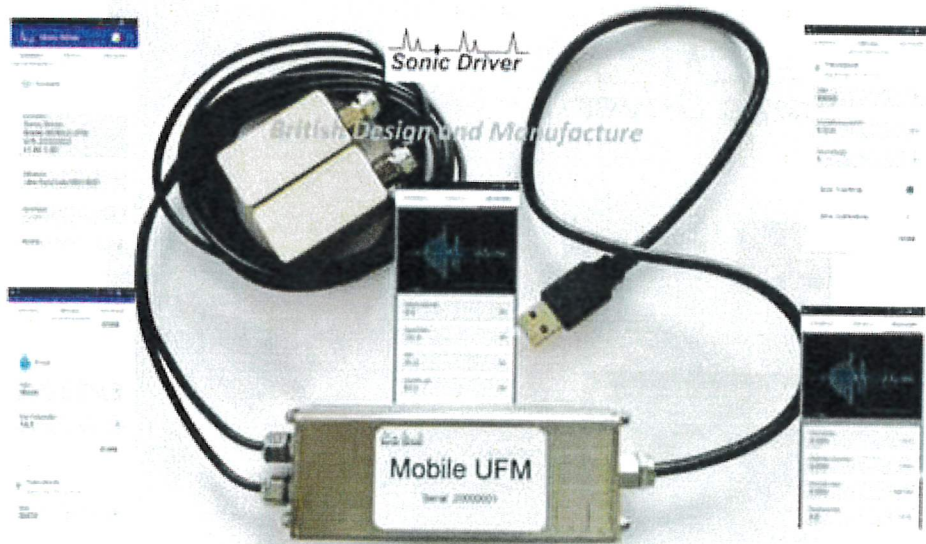
## \$995<sup>00</sup>

Quantity

- 1 +



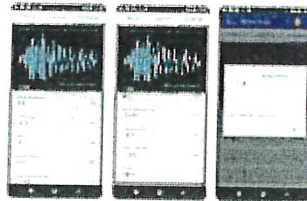
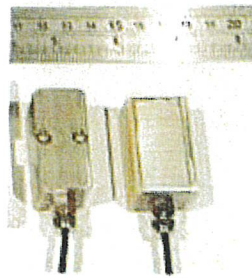
**THE PORTABLE POCKET MOBILE-UFM THE SONIC DRIVER POCKET MOBILEUFM CONNECTS TO YOUR MOBILE SMART PHONE OR TABLET (ANDROID) AND TURNS IT INTO A CLAMP-ON ULTRASONIC FLOWMETER.**



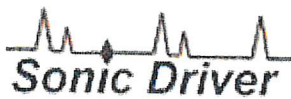
The POCKET MOBILE-UFM is a fully functioned clamp-on ultrasonic flowmeter that connects to your mobile device (Android) using the Sonic Driver Mobile app. The app is available from Google Play Store.



Transducers



Sonic Driver MOBILE-UFM



Made in Britain



Utility Technologies, LLC  
 1054 Monroe Road, Suite 105  
 Lebanon, OH 45036 USA  
 (513) 488-1940  
 sales@utility.biz  
 http://www.utility.biz



# Quote

QUOTE # 2456  
 DATE 01/06/2023  
 EXPIRATION DATE 02/06/2023

**ADDRESS**  
 Brian Keith  
 Waynesville, Village of  
 1400 Lytle Road  
 Waynesville, Ohio 45068

**SHIP TO**  
 Brian Keith  
 Waynesville, Village of  
 1400 Lytle Road  
 Waynesville, Ohio 45068

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

**SHIP VIA**  
 Delivered

**REFERENCE #**  
 PLD2

ACTIVITY	DATE	QUANTITY	RATE	AMOUNT
<b>PLD</b> 64 Seconds PLD2 Leak Detector kit Note: The PLD2 requires Bluetooth 5. If you have an iPhone or iPad with it it can be used. We an also quote iPads if necessary.		1	3,364.00	3,364.00T
<b>MISC</b> iPad Mini 6th gen (Wi-Fi+celluar), 64GB		1	849.00	849.00T
<b>Sales</b> Rugged case for iPad Mini Note: The iPad mini can fit in the PLD2 case.		1	25.00	25.00

This price Estimate or Quote expires in 30 days unless otherwise stated. Prices are subject to change or withdrawal based on changes in vendor or freight costs. Please verify costs at time of order. Freight costs are estimates only and actual shipping costs will be charged where freight is added. Applicable sales tax will be added at the time of ORDER unless a valid tax exemption certificate is supplied with the order or we have a blanket exemption certificate on file.

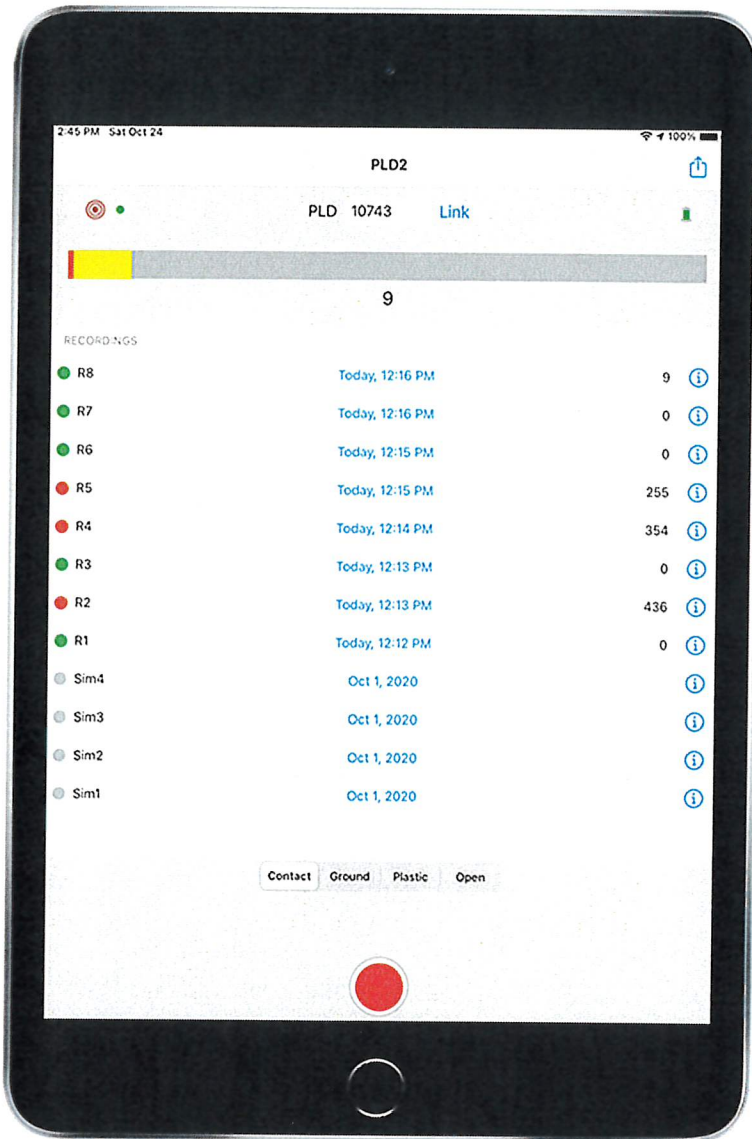
SUBTOTAL 4,238.00  
 TAX 0.00  
 TOTAL **USD 4,238.00**

Accepted By

Accepted Date

Estimates/Quotes expire in 30 days unless otherwise noted. Price estimates are based on the quantity quoted. Prices or shipping costs and shipping allowances may be changed if quantities vary from those on the estimate. Estimates or Quotes may be withdrawn in the event of error, vendor price changes, or circumstances beyond our control.

# WaterPoint PLD2



Fast.  
Clear.  
Accurate.

WaterPoint PLD2 records and analyzes sounds from underground pipelines to locate leaks accurately. The WaterPoint PLD2 app lets users:

- Record leak sounds and save unlimited recordings from different locations
- Replay recordings later

WaterPoint PLD2 is also integrated into the WPN2 Mobile GIS app:

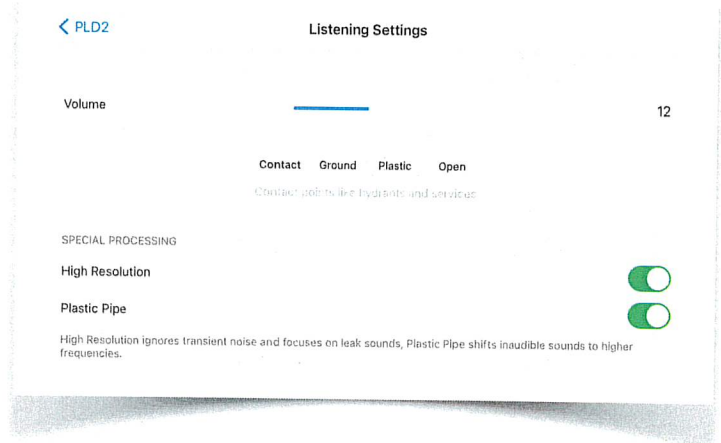
- Associate recordings with assets
- Track leaks and repairs
- Export GIS data and PDF reports

Dynamic, high resolution audio processing allows mobile users to discover and pinpoint leaks faster and easier than ever before.

# WaterPoint PLD2

## Features

- Wireless operation with a rock solid indefinite radio connection
- Advanced & improved hi-fidelity sound
- Enhanced background noise cancellation
- Low frequency listening for plastic pipe
- Intelligent volume level
- Selectable filter settings: Contact, Ground, Plastic, Pipe & Open
- Unlimited history of saved recordings
- Lithium ion, rechargeable battery - 10 days continuous use or 6 weeks shelf life
- Works seamlessly with wired and wireless headphones and earbuds
- Works with the latest iPad minis, iPhones, iPad Airs and iPad Pros



### Included in each PLD2 System:

- PLD2 Sensing unit
- Detachable handle rod extension
- Base stand
- Rugged, wired or wireless headphones
- Rugged, Pelican iStorm™ carrying case
- Recharging cables for office & auto
- User's Guide
- One year limited warranty



Authorized Distributor (MI, OH, WV)  
**Utility Technologies, LLC**  
Sales@utility.biz  
www.utility.biz  
513-488-1940

## 64seconds

945 Concord Street  
Framingham, MA 01701  
508.620.4768/508.371.3433 (fax)  
sales@sixtyfourseconds.com

# CALLS FOR SERVICE

From Date: 12/1/2022 12:00:00am

To Date: 12/31/2022 11:59:59pm

Type Description	Count
911 Hangup	7
911 Silent	7
Alarm - Business	6
Alarm - Residential	2
Animal Complaint	2
Attempt to Locate	3
Burglary - Business	3
Business Check	140
Citizen Assist	1
Civil Process	6
Criminal Damaging	2
Disorderly Conduct/Intox Subject	2
Domestic Violence - Verbal	1
Domestic Violence - Physical	3
Escort	16
Extra Patrol	112
Fire - Fire Alarm	5
Fire - Gas Leak/Odor	2
Fire - Service Call	6
Fire - Structure Fire	5
Follow Up Investigation	6
Fraud/Deception - Past	1
Littering Complaint	1
Lock Out - Residential	1
Lock Out - Vehicle	2
Medical	24
Mental Disorder	1
Phone Call	13
Road Hazard./Disabled Vehicle	4
Solicitor Complaint	1
Special Detail	4
Suspicious Person	9
Suspicious Vehicle	2
Theft	2
Traffic Crash Non Injury	3
Traffic Offense	1
Traffic Stop	73
Utility Problem	1
Well Being Check	5
<b>TOTAL</b>	<b>485</b>

## Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT  
Cash Flow for December 2022

Page : 1  
Report Date : 01/03/2023  
Report Time : 14:26:17

	Current Period	Year-To-Date	Last Year-to-Date
<b>City Revenue From:</b>			
Court Costs			
COMPUTER FUND	\$450.00	\$6,165.00	\$4,877.00
LOCAL COSTS	\$2,275.00	\$27,425.00	\$20,899.00
Additional Costs	\$39.00	\$136.00	\$39.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$5,155.00	\$70,837.35	\$58,606.10
Fees			
Fees	\$379.00	\$2,555.55	\$1,984.50
Bond Forfeits			
Bond Forfeits	\$0.00	\$390.00	\$125.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
<b>Total to City:</b>	<b>\$8,298.00</b>	<b>\$107,508.90</b>	<b>\$86,530.60</b>
<b>State Revenue From:</b>			
Court Costs			
VICTIMS OF CRIME	\$446.00	\$6,130.20	\$4,851.00
DRUG LAW ENFORCEMENT FUND	\$171.50	\$2,296.00	\$1,792.00
INDIGENT DEFENSE SUPPORT FUND	\$1,305.00	\$17,290.00	\$13,515.00
Fees			
Fees	\$0.00	\$60.00	\$30.00
<b>Total to State:</b>	<b>\$1,922.50</b>	<b>\$25,776.20</b>	<b>\$20,188.00</b>
<b>Other Revenue From:</b>			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$73.50	\$984.00	\$768.00
Restitution			
Restitution	\$0.00	\$1,509.44	\$390.00
<b>Total to Other:</b>	<b>\$73.50</b>	<b>\$2,493.44</b>	<b>\$1,158.00</b>
<b>TOTAL REVENUE *</b>	<b>\$10,294.00</b>	<b>\$135,778.54</b>	<b>\$107,876.60</b>
*Includes credit card receipts of	\$3,901.00	\$40,582.00	\$33,680.00

END OF REPORT

# WAYNESVILLE MAYOR'S COURT

1400 LYTLE ROAD

WAYNESVILLE, OHIO 45068

Phone: (513) 897-8020 Fax: (513) 897-2025

Waynesville Mayor's Court is one of seven operating in Warren County and one of over 300 throughout the State of Ohio. Mayor's Courts have the authority to hear cases involving traffic and criminal offenses in alleged violation of local ordinances and state traffic laws. The Mayor's Court is imperative for an efficient Ohio court system, as it provides the ability to prevent minor offenses from reaching courts with significant caseloads.

Court personnel includes *Magistrate Wm. Robert Kaufman, Prosecutor Mark Webb, Clerk of Courts Ashley Richardson, and Bailiff Kevin Fickert.* All staff completed the training necessary to maintain compliance with state requirements.

The 2022 year started with 246 open cases. A total of 751 new cases were filed in 2022, consisting of:

- 32 Misdemeanor Criminal
- 697 Misdemeanor Traffic
- 3 OVI
- 19 Other (Parking, High Weeds, Garbage, Etc.)

There were 738 cases closed throughout the year. There was 1 case transferred to Warren County Court. At year-end, 258 Mayor's Court cases remain open.

Defendants that failed to appear in court or failed to comply with any court orders were issued warrants, license forfeitures, and/or registration blocks for a total of 38 warrants issued for the year. There were 39 warrants cleared either by the defendant appearing in court to answer to the charges against them or by paying the required monies owed. The new year will start with 63 open warrants, 86 open license forfeitures, and 10 open registration blocks from previous years ranging from 2005 through 2022.

Financially, Mayor's Court brought in revenue of \$ 135,388.54 for the year. The breakdown is:

- \$ 107,118.90 to the Village
- \$ 25,776.20 to the State
- \$ 984.00 to Warren County for the ALC Fund
- \$ 1,509.44 for Restitution

Waynesville Mayor's Court utilizes the Attorney General's Office Collection Agency to try to collect monies on cases overdue. There was a total of 6 cases sent to collections throughout the year and a total of 4 were closed due to collecting all necessary monies from the AGO Collections. The total amount received was \$1,456.30.

If you have any questions or would like additional information, please feel free to contact me.

Respectfully Submitted,



Ashley S. Richardson  
Police Clerk / Clerk of Courts

Code Enforcement

Date	Address	Violation (ORD)	Deadline	1st Notice	2nd Notice	Citation	Resolved
5/17/2021	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		5/25/2021			
5/24/2021	58 Third St	Front window area detached from house. Needs condemned.					
6/21/2021	103 N Third St	Overhang Extensions, Rotting deck boards, Windows and Door Frames, Rotting soffit, Brush, Roofs and Drainage		6/21/2021			
8/30/2021	264 N Main St	Home Occupations, Sanitation, Parking, Outdoor Storage, Accessory Structures, Storage of Junk, Disabled Vehicles and Rubbish on Premises, Exterior of Premises, Roofs and Drainage, Stairways, Decks, Porches and Balconies, Handrails and guards, Window and Door Frames, Accumulation of Rubbish or Garbage, Disposal of Rubbish or Garbage	10/5/2021	8/30/2021	9/2/2021	10/18/2021	
		Pre-trial scheduled for 3rd time on 02/16/2022					
		Plea and Sentencing scheduled for 04/21/2022					
		Plea and Sentencing rescheduled for 5/19/2022					
		Appears repairs have been started 05/02/2022					
10/4/2021	127 North St	Roofs and Drainage, Weeds, Exterior of Premises, Overhang Extensions		10/5/2021			
11/15/2021	575 Royston Dr	Outdoor Storage, Junk Motor Vehicles		11/16/2021			
12/20/2021	1037 Brookfield Dr	Sidewalks		1/3/2022			12/5/2022
2/2/2022	156 High St	Foundations, Roofs and Drainage, Exterior of Property, Windows and Doors, Rotting Fesca, Parking in grass		2/4/2022			12/24/2022
		Working on issues.					
		Repairs have started 05/02/2022					
2/2/2022	982 Brookfield Dr	Fence		2/4/2022			12/5/2022
2/2/2022	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		2/4/2022	10/24/2022		
		Front painted					
2/2/2022	88 S Third St	Windows and Doors, Roofs and Drainage, Exterior of Premises		2/4/2022			
		Brian Blankenship called stating windows have been ordered					
2/2/2022	208 S Third St	Outdoor Storage, Roofs and Drainage, High Weeds		2/4/2022			
2/2/2022	195 S Third St	Paint, Outdoor Storage, Exterior of Premises		2/4/2022			
2/2/2022	122 Franklin Rd	Outdoor Storage		2/4/2022	3/13/2022		
3/13/2022	122 Franklin Rd	Permitless Shed		3/13/2022			
3/21/2022	262 Edwards Dr	Junk Motor Vehicles, Outdoor Storage, Accumulation of Junk		3/22/2022			
3/21/2022	225 Edwards Dr	Outdoor Storage, Accumulation of Rubbish or Garbage		3/22/2022			
3/28/2022	120 N Main St	Accumulation of Rubbish or Garbage, Brush		3/29/2022			
3/28/2022	696 Franklin Rd	Junk Motor Vehicle, Brush, Accumulation of Rubbish		3/29/2022			
4/4/2022	47 N Third St	Overhang extensions, Exterior of Premises		4/11/2022			
4/4/2022	39 W Ellis Dr	Boat parked in grass		4/11/2022			
4/4/2022	15 S Third St	Exterior of Premises		4/11/2022			



Code Enforcement

4/4/2022	168 High St	Working on getting estimates for repairs 05/04/2022						
4/4/2022	272 North St	Outdoor Storage				4/11/2022		
		Exterior of Premises, Exterior Walls, Roofs and Drainage, Window and Door Frames, Accumulation of Rubbish or Garbage, Storage of Junk, Disabled Vehicles and Rubbish on Premises, Weeds				4/11/2022		
4/4/2022	369 Franklin Rd	Accumulation of junk, Outdoor Storage				4/11/2022		
4/4/2022	613 Preston Dr	Outdoor Storage				4/11/2022		
4/4/2022	99 N Main St	Roofs and Drainage				4/11/2022		
5/2/2022	1030 Justin Ridge	Sidewalk				5/3/2022		
5/2/2022	1000 Justin Ridge	Sidewalk				5/3/2022		
5/2/2022	1100 Justin Ridge	Sidewalk				5/3/2022		
5/2/2022	1037 Brookfield Dr	Sidewalk				5/3/2022		12/15/2022
5/2/2022	865/867 Windfield Way	Sidewalk				5/3/2022		
5/2/2022	643 Robindale Dr	Sidewalk				5/3/2022		12/15/2022
5/2/2022	705 Robindale Dr	Locating Contractor						
5/2/2022	559 Preston Dr	Sidewalk				5/3/2022		
5/2/2022		Sidewalk				5/3/2022		12/15/2022
6/6/2022	55 N US Rt 42	Contractor hired						
6/6/2022	83 N Third St	Accessory Structures				6/13/2022		
6/6/2022	83 N Main St	Siding				6/13/2022		
6/6/2022	83 N Main St	Exterior of Premises, Junk Camper, Fence, Accumulation of Junk				6/13/2022		12/15/2022
6/20/2022	160 N Fourth St	Outdoor Storage, High Grass				6/20/2022		12/15/2022
6/20/2022	120 N Main St	Exterior of Premises				6/20/2022		12/15/2022
6/27/2022	1047 Brookfield Dr	Junk Motor Vehicle				6/28/2022		12/15/2022
6/27/2022	398 North St	High Grass, Outdoor Storage						
6/27/2022	825 Franklin Rd	Cut down tree needs removed				7/19/2022		
6/27/2022	35 N US Rt 42	Exterior of Premises, Outdoor Storage, Accumulation of Junk, Accessory Structures, Junk Motor Vehicle				7/19/2022		
6/27/2022	437 N Main St	High Grass, Parking in grass, Junk Motor Vehicle				7/19/2022		
6/27/2022	295 S Main St	Roofs and Drainage, Siding, Trees need trimmed over sidewalk				7/19/2022		11/7/2022
6/27/2022	22 S Main St	Eaves rotten, Gutter falling				7/19/2022		
6/27/2022	176 N Third St	Roofs and Drainage				7/19/2022		
6/27/2022	109 N Main St	Outdoor Storage, Junk Motor Vehicle				7/19/2022		11/7/2022
7/18/2022	552 North St	Parking in Grass, Junk Motor Vehicle, Front Steps, Soffit Gutters				7/19/2022		10/17/2022
7/18/2022	107 N Fifth St	Parking in Grass				7/19/2022		
8/8/2022	84 N Main St	Screens				8/8/2022		12/5/2022
8/8/2022	N Main St - Vacant	High Weeds				8/9/2022	10/3/2022	10/7/2022
8/8/2022	207 S Third St	High Grass/Weeds				8/9/2022		10/7/2022
8/8/2022	107 N Fifth St	Camper parked in yard				8/9/2022		
8/22/2022	161 Edwards Dr	High Grass/Weeds				8/9/2022		12/5/2022
8/22/2022	116 N Third St	Outdoor Storage				8/23/2022		10/17/2022
8/29/2022	941 Lytle Rd	Tree Overhanging Street less than 14'				8/23/2022		
8/29/2022	160 S Third St	Shed, Fallen Tree, High Weeds				8/30/2022		10/17/2022
8/29/2022	982 Brookfield Dr	Fence				8/30/2022		
8/29/2022	1232 Adamsmoor Dr	Junk Motor Vehicle				8/30/2022		12/1/2022
						8/30/2022		10/17/2022

Code Enforcement

8/29/2022	171 N Third St	Stairs			8/30/2022			10/17/2022
9/19/2022	1319 Rosebud Ct	Parking in grass			9/20/2022			10/7/2022
9/19/2022	1035 Rose Petal Ct	Junk Motor Vehicle			9/20/2022			10/17/2022
9/19/2022	15/21 N Third St	Siding, Doors and Window Frames, Temp power pole,			9/19/2022			12/5/2022
9/19/2022	291 Church St	Dump truck, High grass			9/19/2022			12/7/2022
		Trash, Brush, High grass, Parking lot repair, Weeds in parking lot, High Weeds						
9/19/2022	292-298 Church St	Roofs and Drainage, High Grass			9/20/2022			11/7/2022
9/19/2022	398 N Main St	High Grass/Weeds			9/20/2022			10/17/2022
9/19/2022	10 N Main St	Weeds, Parking lot weeds, Brush			9/19/2022			10/17/2022
9/19/2022	296 S Main St	Gutter clean out, Trim trees			9/19/2022			10/17/2022
9/19/2022	96 S Marwins Ln	Siding, Weeds, Trash, Pothole			9/19/2022			10/17/2022
9/19/2022	38 N Main St	High Grass/Weeds, Trees need trimmed			9/20/2022			10/17/2022
9/19/2022	102 N Main St	Soffitt			9/20/2022			10/17/2022
9/26/2022	274 S Main St	Window Frames, Trees over neighbor's property, Outdoor Storage, High Weeds			9/27/2022			
9/26/2022	109 N Main St	Weeds, Junk Motor Vehicle, Trash, Outdoor Storage			9/27/2022			12/5/2022
9/26/2022	207 N Main St	Siding			9/27/2022			
9/26/2022	251 Chapman St	Outdoor Storage, Accumulation of Rubbish or Garbage			9/27/2022			
9/26/2022	207 S Third St	Trees over street, Weeds			9/27/2022			
9/26/2022	273 S Main St	Dead Tree			9/27/2022			
		Letter returned, spoke with property owner and will have removed			10/17/2022			
9/26/2022	171 N Third St	Stairs			9/27/2022			10/17/2022
9/26/2022	750 Preston Dr	Dead Tree			9/27/2022			11/7/2022
9/26/2022	657 Joyce Ct	Dead Tree			9/27/2022			10/17/2022
9/26/2022	535 Franklin Rd	Dead Tree			9/27/2022			
		H/O says tree is alive but will have a arborist checked it for disease in spring, contact with H/O via email						
9/26/2022	1074 Crede Way	Weeds			9/27/2022			10/7/2022
9/26/2022	705 Robindale Dr	Sidewalk			9/27/2022			
9/26/2022	677 Robindale Dr	Weeds			9/27/2022			10/17/2022
10/3/2022	221 N 3rd St	Loud Furnance			10/3/2022			10/17/2022
10/3/2022	71 N Main St	Junk Motor Vehicle		10/6/2022	10/3/2022			10/7/2022
10/17/2022	10 N Main St	Outdoor storage of commerial kitchen cooler			10/17/2022			12/7/2022
10/17/2022	157 N 4th St	Weeds, Siding			10/31/2022			
10/17/2022	274 N 4th St	Outdoor Storage, Accumulation of Junk			11/7/2022			12/12/2022
		Progress made, extension granted			12/5/2022			
10/17/2022	369 Franklin Rd	Outdoor Storage, Accumulation of Junk			10/24/2022			10/24/2022
10/17/2022	179 N 4th St	Outdoor Storage, Accumulation of Junk			11/7/2022			
10/17/2022	255 N Third St	Exterior Walls, Roofs and Drainage			11/21/2022			
10/24/2022	367 Franklin Rd	Outdoor Storage, Accum. of Junk			10/30/2022			10/30/2022
		Dead Trees			12/31/2022			11/7/2022
10/24/2022	862 Franklin Rd	Sidewalk			12/16/2022			
10/24/2022	1017 Crede Way	Expired Tags, Overtime Parking, Gutters			11/1/2022			12/05/202
10/24/2022	103 N 3rd St	Weeds, Trimming or removal trees, plants and shrubbery, Stairways, decks, porches and balconies, Exterior of premises, Exterior walls, Roofs and drainage, Handrails, Windows and door frames, Accumulation of junk			1/25/2023			

Code Enforcement

10/24/2022	429 Somerset Ln	Trailer on street	10/28/2022	10/25/2022		12/5/2022
10/24/2022	650 High St	Outdoor Storage, Accumulation of junk, Weeds	11/1/2022	10/25/2022		
11/7/2022	56 N Main St	Trailer parked on street	11/7/2022	11/7/2022		11/7/2022
11/14/2022	677 Robindale Dr	Bushes growing onto adjoining property	12/14/2022	11/15/2022		
11/28/2022	198 S Main St	Sidewalk	12/2/2022	11/28/2022		12/2/2022
11/28/2022	10 N Main St	Cooler stored outside	12/2/2022	11/28/2022		12/7/2022
11/28/2022	34 N Third St	Trash	12/5/2022	11/29/2022		12/1/2022
12/26/2022	250 Hilltop Ct	Junk motor vehicle	1/9/2023	12/27/2022		
12/26/2022	11 N 3rd St	Fence too tall	1/16/2023	12/27/2022		
12/26/2022	314 Adamsmoor Dr	Juk motor vehicle	1/9/2023	12/27/2022		
12/26/2022	642 Robindale Dr	Outdoor storage, trash	1/9/2023	12/27/2022		
12/26/2022	122 Franklin Rd	Outdoor storage, trash, parking in grass	1/9/2023	12/27/2022		
		Shed	1/31/2023	12/27/2022		
12/26/2022	398 North St	Junk motor vehicle, expired tags, overtime parking	12/31/2022	12/27/2022		

# LAW ENFORCEMENT APPRECIATION DAY

— "L.E.A.D." —

ON MONDAY, JANUARY 9, 2023

ALL WARREN COUNTY LAW  
ENFORCEMENT INVITED FOR  
COMPLIMENTARY  
BREAKFAST AND LUNCH

AT THE WARREN COUNTY CAREER  
CENTER, IN THE MEDIA ROOM  
3525 OH-48, LEBANON, OH 45036

HOSTED BY STAND2SERVE AND THE  
WARREN COUNTY CAREER CENTER

