



CITY COUNCIL REGULAR MEETING AGENDA **Monday, July 25, 2022 at 7:00 PM**

15 East Franklin Street Bellbrook, Ohio 45305
T (937) 848-4666 | www.cityofbellbrook.org

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF THE MINUTES**
 - A. Approval of minutes for June 27 and July 11 Regular Meetings.
- 5. MAYOR'S ANNOUNCEMENTS AND SPECIAL GUEST**
 - A. Chief Bizzarro providing a debrief of the structure fire at Mill Pond on June 20
- 6. CITIZEN COMMENTS**
- 7. CITIZENS REGISTERED TO SPEAK ON AGENDA ITEMS**
- 8. PUBLIC HEARING OF PROPOSED ORDINANCES**
- 9. INTRODUCTIONS OF ORDINANCES**
- 10. ADOPTION OF RESOLUTIONS**
 - A. Resolution 2022-R-21 AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF BELLBROOK (Cyphers)
 - B. Resolution 2022-R-22 AUTHORIZING THE CITY MANAGER TO ENTER INTO RELATED AGREEMENTS WITH THE GREENE COUNTY ENGINEER'S OFFICE FOR THE 2022 COLLECTIVE PAVING PROGRAM (Greenwood)
 - C. Resolution 2022-R-23 RATIFYING AND APPROVING A MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP (Hoke)
 - D. Resolution 2022-R-24 RATIFYING AND APPROVING AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION FINANCIAL ASSISTANCE FOR CAPITAL INFRASTRUCTURE PROJECTS AND AUTHORIZING ALL NECESSARY ACTIONS TO EXECUTE RELATED AGREEMENTS FOR APPLICATION AND ACCEPTANCE (Harding)
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**
- 13. CITY MANAGER'S REPORT**
- 14. COMMITTEE REPORTS**
 - A. Safety Committee
 - B. Service Committee
 - C. Finance/Audit Committee
 - D. Community Affairs Committee
- 15. CITY OFFICIAL COMMENTS**
- 16. EXECUTIVE SESSION**
- 17. ADJOURNMENT**

File Attachments for Item:

A. Approval of minutes for June 27 and July 11 Regular Meetings.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
June 27, 2022

Item A. Section 4, Item

CALL THE MEETING TO ORDER:

Mayor Schweller called the Regular Meeting of the Bellbrook City Council to order at 7:00pm

PLEDGE OF ALLEGIANCE:

Mayor Schweller led the Council in the Pledge of Allegiance.

ROLL CALL:

PRESENT

Mrs. Katherine Cyphers
Mr. Forrest Greenwood
Mr. Brady Harding
Mr. Ernie Havens
Mr. T.J. Hoke
Mrs. Elaine Middlestetter
Mayor Mike Schweller

ABSENT:

ALSO PRESENT:

Rob Schommer, City Manager

APPROVAL OF MINUTES:

Mayor Schweller asked if anyone had comments or corrections to the minutes of the May 23, 2022 meeting. Hearing none, the minutes were declared to be approved.

MAYOR'S ANNOUNCEMENTS / SPECIAL PRESENTATIONS:

Mr. Schweller, on behalf of the City and Council, offered condolences to the family of Mr. Brian Koch. He noted Mr. Koch was a very impactful member of the community for many years and his service to Bellbrook will be deeply missed.

Mr. Havens gave his condolences to the family of Mr. Koch and spoke about how he blew him away with his concepts and experiences as a business. He noted Mr. Koch would have encouraged anyone interested in running a business in Bellbrook, to do so.

Mr. Greenwood spoke about how Brian would bring people together and he always had great ideas, and never let his health condition stop him from running his business. He will be missed by many.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
June 27, 2022

Item A. Section 4, Item

Mayor Schweller welcomed the City's new administrative assistant Belinda Smith to the City of Bellbrook.

Mr. Schommer introduced the City's newest employee, Belinda Smith. He noted she comes to the City after a long career with Victoria's Secret in customer service. She is a lifelong resident of Bellbrook and hired in as the part time administrative assistant. She will be processing minutes, filing, indexing, receiving guests and phone calls, and will be cross trained in a variety of things to be part of the administrative team.

Mrs. Smith offered comments stating she is loving the position so far and can't wait to see what the future holds for her at the City of Bellbrook.

CITIZEN COMMENTS

None

PUBLIC HEARING OF PROPOSED ORDINANCES:

Mr. Schweller announced there are the two Ordinances up for Public Hearing.

Ordinance 2022-O-7 TO APPROVE A REZONING FROM SINGLE FAMILY RESIDENTIAL (R-1B) TO CENTRAL BUSINESS DISTRICT (B-4) FOR THE PROPERTY LOCATED AT 31 SOUTH EAST STREET FURTHER IDENTIFIED AS PARCEL L35000200050008900 ON THE GREENE COUNTY AUDITOR'S MAP AND ACCEPTING THE RECOMMENDATION OF THE PLANNING BOARD (ZONING CASE PB 22-05)

Mr. Harding read the Ordinance.

Mr. Haven recused himself from deliberation and left the room.

Mayor Schweller opened the Public Hearing.

Mr. Foster provided a brief overview of the application and zoning case related to the Ordinance. He noted the case was to re-zone a parcel for the Lion's Club for the construction of a storage building. The case was passed through the VRB and Approved by the Planning Board. Mr. Foster recommended approval of the rezoning.

Mayor Schweller opened the floor for discussion.

Council members Mrs. Middlesetter and Mr. Greenwood appreciate the Lyons Club and are excited for this area to be tidied up.

Hearing no additional comments for or against the Ordinance, Mayor Schweller closed the public hearing.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
June 27, 2022

Item A. Section 4, Item

Motion to adopt Ordinance 2022-O-7

Motion made by Mr. Harding, Seconded by Mrs. Middlestetter.

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller.

Mr. Havens was recused for the vote.

Motion Carries.

Ordinance 2022-O-8 AUTHORIZING THE CITY MANAGER TO SUBMIT THE TAX BUDGET FOR FISCAL YEAR 2023 TO THE GREENE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

Mrs. Cyphers read the Ordinance.

Mayor Schweller opened the Public Hearing.

Mayor Schweller introduced the ordinance as an annual reporting item that was suspended the last couple years due to Covid, however it is back in play now.

Mr. Schommer noted the reporting was waived and is now back in effect for the allocation and distribution of the local government funds. He stated Bellbrook is slated to get a little more than \$105,000. He referred to the meeting information to provide an estimate based on tax revenue. He noted this is a tax budget, not an appropriate Ordinance, and is the preliminary estimates to submit to the County based on passage of the Ordinance.

Mayor Schweller asked if anyone in audience to speak in-favor or opposed to this Ordinance. Hearing none, he closed the public hearing.

Motion to adopt Ordinance 2022-O-8

Motion made by Mrs. Cyphers, Seconded by Mr. Hoke.

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller

Motion Carries

INTRODUCTION OF ORDINANCES:

None

RESOLUTIONS:

Resolution 2022-R-18 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BELLBROOK-SUGARCREEK LOCAL SCHOOL DISTRICT FOR

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
June 27, 2022

Item A. Section 4, Item

POLICE OFFICER EXTRA DUTY SECURITY AT HOME FOOTBALL GAMES

Mr. Greenwood read the Resolution.

Mr. Schommer explained the resolution was for approving an Agreement to provide police officers at the high school football games. He noted moving forward there will be annual adjustments based on the salary for the officers, making it a shared cost between the city and schools. He noted security of the public is taken very seriously and the City is happy to work with the schools to ensure it. He recommended approval of the resolution.

Mayor Schweller asked if council has any discussion on the resolution.

Mr. Havens asked if new practices from higher levels of law enforcement on certain types of threats and tactics are part of police training. Mr. Schommer stated officers keep up with training trends and practices, and are readily informed of new tactics to address known threats.

Motion to adopt Resolution 2022-R-19

Motion made by Mr. Greenwood, Seconded by Mr. Havens

Voting Yea: Mrs. Cyphers, Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller.

Motion Carries

OLD BUSINESS:

None

NEW BUSINESS:

None

CITY MANAGER REPORT:

Mr. Schommer provided updates on various topics as follows:

- The City received \$75,000 payment for the Greene County Community Investment Grant.
- Bids should be out in September for the Streetscape project for mid block crosswalk installation after surveys are finalized.
- Letters for Energy Aggregation will be sent mid-August with a plan to start in October for Electric. Mid- September for gas with a plan starting in November depending on market rates
- Engage Bellbrook site is open until the end of this month and residents are encouraged to answer the survey. Review of the survey will occur at the end of the month and then move to next engagement.
- The new payroll system will start the first of July. Online payments will not be accepted for

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
June 27, 2022

Item A. Section 4, Item

water bills or other systems, July 1, 2022, thru July 8, 2022.

- Waiting on the estimates from the engineer drawings on the Museum repair project.
- The Lower Hillside engineer's estimate is finalized and the project will go out to bid soon.
- City manager on vacation 6/29/2022 thru 7/11/2022.

Mr. Hoke asked how much longer the citizen satisfaction survey will be open. Mr. Schommer noted it will be open for about 30 days until the end of June and can be reopened if needed.

COMMITTEE REPORTS:

SAFETY:

Mr. Greenwood noted the school district that has been working with the Greene County Engineer to improve traffic concerns on Feedwire Rd. To improve safety and visibility when entering or leaving the school, new led signs with speed radar will be installed. These items will be in place before school begins this year.

SERVICE:

None

FINANCE/GOVERNMENT AFFAIRS:

None

COMMUNITY AFFAIRS:

Mrs. Middlestetter noted the committee has interviewed a candidate for the planning board; however, they are not able to make a recommendation yet. Further discussions to come.

CITY OFFICIAL COMMENTS:

Mr. Harding welcomes Belinda Smith to the City of Bellbrook. He also noted the Bellbrook Police department now offers a drop box for unwanted prescriptions to be discarded. The box is in the lobby of the Police Department and is available to use during business hours.

Mr. Havens also welcomed Belinda to the team and is so glad her strong point is customer service. Also, speaks about some key people who gave a lot to our community and have lost their lives. Thoughts go out to these families.

Mr. Hoke also welcomed Belinda and wishes the best to her. He also noted that if someone wants to start a business here in Bellbrook but seems to be complicated, please reach out to him, staff or anyone on Council. He noted we are open for business and encourage anyone with desire to have their business in Bellbrook to reach out.

Mrs. Middlestetter also welcomed Belinda aboard. She also sends condolences to the Koch family.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting

June 27, 2022

Item A. Section 4, Item

Mr. Greenwood welcomed Belinda as an ambassador for the city. He also agreed with Mr. Hoke, noting if you know someone who wishes to start a business here in Bellbrook, we are here to help.

EXECUTIVE SESSION:

ADJOURNMENT:

Hearing no further business coming before the Council, Mayor Schweller declared the meeting adjourned at 7:35pm

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 11, 2022

Item A. Section 4, Item

CALL THE MEETING TO ORDER:

Mayor Schweller called the Regular Meeting of the Bellbrook City Council to order at 7:00pm

PLEDGE OF ALLEGIANCE:

Mayor Schweller led the Council in the Pledge of Allegiance.

ROLL CALL:

PRESENT

Mr. Forrest Greenwood
Mr. Brady Harding
Mr. Ernie Havens
Mr. T.J. Hoke
Mrs. Elaine Middlestetter
Mayor Mike Schweller

ABSENT:

Mrs. Katherine Cyphers

Motion to excuse the absence of Mrs. Cyphers

Motion made by Mr. Havens, Seconded by Mr. Hoke

Voting Yea: Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller

Motion Carries

ALSO PRESENT:

Rob Schommer, City Manager

APPROVAL OF MINUTES:

Mayor Schweller states there are no minutes to approve. Minutes will be provided at next meeting.

MAYOR'S ANNOUNCEMENTS / SPECIAL PRESENTATIONS:

Mayor Schweller commented the meeting today will be brief with only one item of business, the Resolution regarding the non-bargaining unit employee's compensation. He noted this Resolution is important to be processed and handled without delay.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 11, 2022

Item A. Section 4, Item

CITIZEN COMMENTS

None

PUBLIC HEARING OF PROPOSED ORDINANCES:

None

INTRODUCTION OF ORDINANCES:

None

RESOLUTIONS:

Resolution 2022-R-20 AUTHORIZING THE CITY MANAGER TO ADJUST THE PAY SCALES OF EMPLOYEE POSITIONS NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT

Mr. Hoke read the Resolution

Mr. Schommer noted it has been the past practice of the council and city administration to follow along and create parity with collective bargaining agreements regarding the salary increases that were negotiated. The Police Officers, Police Sergeants and Firefighters are in collective bargaining agreements. Public works, and administrative personnel are all non bargaining employees. He noted the adjustment has been budgeted as noted in the resolution, and adoption would provide approval needed for the intended increase.

Mr. Hoke asked if due to inflation this year, next year is the 2 1/2 percent raise going to be sufficient. Mr. Schommer stated we will have the advantage of some research and evaluation due to the fact all the collective bargaining agreements will be up for re negotiation in 2023. He noted it is hard to tell currently. When looking at wage rates, the entirety of the benefits is examined.

Mayor Schweller confirms this year is the 3rd year of the three-year contract with the three bargaining units.

Mr. Greenwood asked Mr. Schommer if he will be handling the negotiations. Mr. Schommer stated he intends to and has previous experience in doing so.

A motion to approve Resolution 2022-R-20.

Motion made by Mr. Hoke, Seconded by Mr. Greenwood

Voting Yea: Mr. Greenwood, Mr. Harding, Mr. Havens, Mr. Hoke, Mrs. Middlestetter, Mayor Schweller.

Motion Carries

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting
July 11, 2022

Item A. Section 4, Item

OLD BUSINESS:

None

NEW BUSINESS:

None

CITY MANAGER REPORT:

Mr. Schommer provided updates on a variety of subjects including:

- In previous years, measurements of PFAS in the groundwater showed a reading of 6.6 ppm. It is cleared up now; however there is an opportunity to have a class action suit against the chemical company reviewed. The purpose would be to recoup any costs incurred for cleanup or risks absorbed. The Law Director will have additional information.
- One Ohio MOU regarding the opiate settlement. The first round of deposits of awarded funds will occur soon. The funds will be used towards drug prevention and awareness in the community.
- Currently seeking an opportunity thru Ohio Public Works Commission for improvements to Main and Franklin and the crosswalk areas.

Mr. Hoke asked when we expect to see responses from bids.

Mr. Schommer noted bids are published for 3 weeks in three weeks once posted. The tornado siren bid will go out first, followed by the Lower Hillside Project. For the streetscape project, the bid packet has not been put together as we are waiting for the survey and final engineering for the cross walks, etc.

COMMITTEE REPORTS:

SAFETY:

Mr. Greenwood spoke with Chief Bizzarro about the structure fire at Mill Pond apartments, and asked if a report could be provided at a Council meeting. Mr. Schommer noted he will get it scheduled.

SERVICE:

Mr. Greenwood noted the culvert repairs under Franklin Street by Station 2 are complete. He noted he got to see videos of before and after and the work by the company is exceptional.

Mr. Greenwood also noted the library has cones out around the picnic tables due to some tripping hazards being repaired by the Service Department.

FINANCE/GOVERNMENT AFFAIRS:

Mr. Schommer states the audit is complete, the Hinkle System reporting has been filed. We will be able to get our financial statement soon.

RECORD OF PROCEEDINGS

Bellbrook City Council Meeting

July 11, 2022

Item A. Section 4, Item

COMMUNITY AFFAIRS:

Mrs. Middlestetter states they interviewed the one applicant for the PB. The applicant is serving on another board and our charter doesn't allow someone to be in two spots at once. We will reopen this opening for the planning board.

CITY OFFICIAL COMMENTS:

Mr. Havens spoke on the six new businesses that have come into the old village within the last 6 months of 2022. He is happy to see Outside the Box, Crafters Lodge, Stump Photography, Reality One, Heavenly Hair, and Sugarcreek Photography Studio find a home in downtown Bellbrook. He also noted a big thanks to Thomas and Grushon Insurance for the makeover of their building.

Mr. Hoke brought up the permitting process to allow alcohol in the parks, he hasn't heard of anything on this in a while. He noted a lot of residents in Bellbrook are supportive of this idea and hopes we can come to a conclusion on this with the proper permits. He also offered congrats to the 5th and 6th grade Bellbrook boy's baseball team who won their respective championships.

Mr. Greenwood noted the parks and a permit for alcohol is something he hopes gets accomplished. He added that the City should reach out to the parks to see if the City should own the park to get this done. Mayor Schweller and council agree on working with the parks to see what we can do. He noted there are lot of things occurring in park and would be nice to own it and have this as an option.

EXEUTIVE SESSION:

None

ADJOURNMENT:

Hearing no further business coming before the Council, Mayor Schweller declared the meeting adjourned at 7:30 pm

Michael Schweller, Mayor

Robert Schommer, Clerk of Council

File Attachments for Item:

A. Resolution 2022-R-21 AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF BELLBROOK (Cyphers)

RECORD OF RESOLUTIONS

Item A. Section 10, Item

Resolution No. 2022-R-21

July 25 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-21

AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF BELLBROOK

WHEREAS, the City of Bellbrook has adopted Ordinance 2021-10 establishing appropriations for the 2022 budget; and

WHEREAS, the 2022 budget requires the transfer of monies among various funds to maintain operations of various departments within the City; and

WHEREAS, the Ohio Revised Code Section 5705.14 requires transfers of funds to be approved by City Council.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to transfer certain monies up to amounts not exceeding those shown and for the purposes cited in Exhibit A, and such authorization applies to any and all such transfers necessary and effected after January 1, 2022.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

Resolution 2022-R-21

Exhibit A

Amount	From Fund	To Fund	Purpose
\$75,000	100 General	230 Police	Annual Operations Subsidy

File Attachments for Item:

B. Resolution 2022-R-22 AUTHORIZING THE CITY MANAGER TO ENTER INTO RELATED AGREEMENTS WITH THE GREENE COUNTY ENGINEER'S OFFICE FOR THE 2022 COLLECTIVE PAVING PROGRAM (Greenwood)

RECORD OF RESOLUTIONS

Item B. Section 10, Item

Resolution No. 2022-R-22

July 25, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-22

AUTHORIZING THE CITY MANAGER TO ENTER INTO RELATED AGREEMENTS WITH THE GREENE COUNTY ENGINEER'S OFFICE FOR THE 2022 COLLECTIVE PAVING PROGRAM AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS

WHEREAS, the City of Bellbrook desires to participate with the Greene County Engineer in the competitive bid contract for the Collective Paving Program for 2022 as bid by the Greene County Engineer; and

WHEREAS, the Greene County Engineer has included the City of Bellbrook's annual street program in their 2022 Collective Paving bid; and

WHEREAS, the bid amount for the City of Bellbrook is \$223,444 for the following streets: Calloway Court, Knob Hill Drive, Knoll Drive, N. Linda Drive, N. Sheffield Drive, Shore Drive, W. Sudbury Court, Sugarcreek Dr.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute and take all necessary actions to enter into Agreements with the Greene County Engineer's Office for the 2022 Collective Paving Program as substantially set forth in Exhibit A and Exhibit B.

Section 2. In accordance with Chapter 240 of the Code of Ordinances of Bellbrook, the procurement of this equipment is through a cooperative arrangement with another government entity; therefore, the competitive bidding requirements are hereby waived.

Section 3. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 4. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

RECORD OF RESOLUTIONS

Item B.Section 10, Item

Resolution No. 2022-R-22

July 25, 2022

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

2022 Greene County Engineer's Office Collective Bidding Roads for Paving Program

Jurisdiction **CITY OF BELLBROOK**

Assumptions for Estimate

Asphalt, Type 1	\$	80.00	Ton
Pavement Milling	\$	1.50	SQ YD
Milled But Joints	\$	4.00	LF
Water Value Adjustments	\$	100.00	Each
Manhole Adjustments	\$	250.00	Each

	Road Name	Starting Point	Ending Point	Width (feet)	Length (feet)	Paving Thickness (inches)	Mill Thickness (inches)	Length (ft) Butt Joints	# manholes to be adjusted	# water values to be adjusted	Sq Yards	Tons	Cost Estimate	Notes
1	Shore Dr					1.5	1.5		5	0	4826	422.28	\$ 42,271.00	Our crew adjusts valves
2	Knob Hill Dr					1.5	1.5		1	0	5250	459.38	\$ 44,875.00	and manhole risers
3	N Linda Dr					1.5		130	5	0	3750	328.13	\$ 33,645.00	therefore these estimates
4	Sugarcreek Dr					1.5		94	4	0	4044	353.85	\$ 35,750.00	are inaccurate.
5	Knoll Dr					1.5			2	0	1620	141.75	\$ 14,270.00	
6	W Sudbury Ct					1.5	1.5		4	0	2124	185.85	\$ 19,054.00	We may add more after
7	Calloway Ct					1.5	1.5		4	0	2094	183.2	\$ 18,797.00	bid comes in.
8	N Sheffield Dr					1.5	1.5		2	0	1676	147.1	\$ 14,782.00	
											25384	2221.5	\$ 223,444.00	

Contact Person **Ryan Pasley**

Phone Number **937-848-8415**

**AGREEMENT BETWEEN THE GREENE COUNTY ENGINEER
AND
THE CITY OF BELLBROOK**

The Greene County Engineer and the City of Bellbrook (hereinafter referred to as the Engineer and the City, respectively), agree to the following:

WHEREAS, the City desires to participate with the Engineer in the competitive bid contract for the 2022 Collective Paving as bid by the Greene County Engineer; and

WHEREAS, all work within the City's jurisdiction shall be inspected by the City, and all questions which may arise as to quality and acceptability of materials furnished, work performed, the rate of progress, the interpretation of the specifications, and the acceptable fulfillment of the contract on the part of the Contractor will be decided by the City; and

WHEREAS, the Contractor will invoice the City directly for the actual quantities of work performed, all line-item extras, and/or negotiated extra work in accordance with ORC 5575.05; and

WHEREAS, the Engineer shall withhold all retainage for the total Collective Paving Bid for 2022 bidding contract from the County's share of the work, and the Engineer will ensure that the work has been performed in accordance with the City's instructions prior to releasing the retainage. The Engineer will ensure the work has been performed in accordance with the City's instructions.

THEREFORE, the acceptance of this agreement is indicated by the signatures below:

GREENE COUNTY ENGINEER:

Witnessed by: _____

Stephanie Ann Goff, P.E., P.S.

FOR THE CITY OF BELLBROOK:

By Resolution No: _____

Date: _____

Rob Schommer
Its: City Manager

Approved as to form by:

Ashley N. Caldwell
Prosecuting Attorney's Office
Counsel for County Engineer
Counsel for Bath Township Board of Trustees

**AGREEMENT BETWEEN THE GREENE COUNTY ENGINEER
AND
THE CITY OF BELLBROOK**

The Greene County Engineer and the City of Bellbrook (hereinafter referred to as the Engineer and the City, respectively), agree to the following:

WHEREAS, the City desires to participate with the Engineer in the 2022 Pavement Markings program by the Greene County Engineer.

WHEREAS, all work within the City's jurisdiction shall be inspected by the City, and all questions decided which may arise as to quality and acceptability of materials furnished, work performed, the rate of progress, the interpretation of the specifications, and the acceptable fulfillment of the work on the part of the County Engineer will be determined by the City.

WHEREAS, the County will invoice the City directly for the actual quantities of work performed, all line-item extras, and/or negotiated extra work in accordance with ORC 5575.05; and

WHEREAS, the Engineer will ensure the work has been performed in accordance with the City's instructions.

THEREFORE, the acceptance of this agreement is indicated by the signatures below:

GREENE COUNTY ENGINEER:

Witnessed by: _____


Stephanie Ann Goff, P.E., P.S.

FOR THE CITY OF BELLBROOK:

By Resolution No: _____

Date: _____

Rob Shommer
Its: City Manager

Approved as to Form:



Ashley N. Caldwell
Assistant Prosecuting Attorney
Greene County Prosecuting Attorney's Office

File Attachments for Item:

C. Resolution 2022-R-23 RATIFYING AND APPROVING A MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP (Hoke)

RECORD OF RESOLUTIONS

Item C. Section 10, Item

Resolution No. 2022-R-23

July 25, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-23

RATIFYING AND APPROVING A MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP

WHEREAS, the City has filed with the Public Utilities Commission of Ohio to certify as a competitive retail electric service provider; and

WHEREAS, the City entered into an agreement with a consultant to conduct a request for proposals process as soon as possible to capture energy supply rates as low as possible; and

WHEREAS, after evaluation of the respondents to the RFP, it was found the agreement with Energy Harbor provides the best opportunity for savings in the best interest of the City as a governmental aggregator.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That City Council does hereby ratify and approve the Master Agreement to Provide Services to an Aggregated Group with Energy Harbor attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council



Resolution 2022-R-23
Exhibit A

**MASTER AGREEMENT TO PROVIDE SERVICES TO AN
AGGREGATED GROUP**

BETWEEN

CITY OF BELLBROOK, OHIO

AND

ENERGY HARBOR LLC

This Master Agreement (“Agreement”), is entered into as of this 15th day of July, 2022 (“Effective Date”) by and between **Energy Harbor LLC** (“Supplier”), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 and **City of Bellbrook**, Greene County, Ohio (“Community” or “Governmental Aggregator”), an Ohio governmental aggregator (each a “Party” and collectively, “Parties”).

RECITALS

A. Supplier is certified by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Electric Service (“CRES”) Provider to sell competitive retail electric service to customers in the State of Ohio utilizing the existing transmission and distribution systems.

B. Supplier (directly or through its affiliates) is an energy services provider with extensive experience in the provision of a broad range of energy related services.

C. Supplier sells competitive retail electric service and related services to inhabitants of municipal corporations, boards of township trustees, or boards of county commissioners acting as governmental aggregators for the provision of competitive retail electric service under authority conferred under Section 4928.20 of the Ohio Revised Code.

D. Both Parties have the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and related agreements and to perform its obligations hereunder.

E. The Governmental Aggregator has been certified by the PUCO as a governmental electricity aggregator pursuant to Chapter 4901: 1-24-01, *et. seq.* OAC. Supplier is under no obligation to provide Full Requirements Retail Electric Supply hereunder until Governmental Aggregator has been certified by the PUCO.

F. Governmental Aggregator may arrange for the provision of competitive retail electric service to its residential and commercial inhabitants that do not opt-out of or are otherwise ineligible to participate in the program (“Aggregation Program”). Governmental Aggregator desires that Supplier supply the total electric generation needs to all participants in the Aggregation Program located within the service territory of AES Ohio.

G. By this Agreement, Community and Supplier desire to enter into a mutually beneficial energy and services provisions relationship whereby Supplier shall provide Full Requirements Retail Electric Supply and related administrative services (“Administrative Services”) necessary to fulfill the obligations of this Agreement.

H. Community desires to enter into this Agreement with Supplier to provide energy and energy-related services to Eligible Customers through the Aggregation Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

GENERAL REQUIREMENTS

1.1 Governmental Aggregator Obligations and Authority.

1.1.1 The Governmental Aggregator: (1) shall take all necessary action to remain certified by the PUCO as a “governmental aggregator”; (2) shall establish and maintain an Aggregation Program for those residential and commercial inhabitants, within the boundaries of Community, that the Governmental Aggregator, together with Supplier, has determined will be provided the opportunity to participate in the Aggregation Program (“Eligible Customers”); (3) shall mail out the required enrollment and opt-out notices, which responsibility may be delegated by contract to Supplier; and (4) hereby authorize Supplier to contract for Full Requirements Retail Electric Supply with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to Supplier as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program or Full Requirements Retail Electric Supply from Supplier, or have their participation terminated by the Governmental Aggregator, or their Full Requirements Retail Electric Supply lawfully terminated by Supplier or the Electric Distribution Utility (“EDU”) (“Aggregation Program Customer” or “Participating Customer”).

1.1.2 The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to Supplier all notices from the EDU concerning Participating Customers’ accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the EDU’s system.

1.1.3 Governmental Aggregator has the authority to designate, and has designated, Supplier as its Full Requirements Retail Electric Supply provider for the Eligible Customers for the Term of this Agreement.

1.1.4 During the Term of this Agreement, the Governmental Aggregator hereby grants Supplier the exclusive rights to provide Full Requirements Retail Electric Supply to the Eligible Customers.

1.1.5 Customer Data and Load Forecast Information. Supplier and Governmental Aggregator shall cooperate to obtain the consent of Participating Customers to obtain all available Eligible Customers’ data and historical load and load forecast information, related to the Participating Customer’s load and consumption, from any entity in possession of such data.

1.1.6 Service Inquiries and Service Notices to Customer. Participating Customers may direct inquiries regarding this Agreement, and Full Requirements Retail Electric Supply provided hereunder, and any electric generation supply or billing questions, to Supplier at the address and phone number provided in Section 11.1, which address and phone number shall be provided in communications with Participating Customers regarding the Aggregation Program. Participating

Customers should direct inquiries concerning EDU related emergency, power outage, wire or service maintenance, metering, EDU service billing or other similar EDU related concerns to the EDU.

1.1.7 Point of Sale. Governmental Aggregator and Participating Customers acknowledge and agree that Supplier shall have no responsibility for damage to any property, or to any equipment or devices connected to the Participating Customers' electrical system.

ARTICLE 2

SUPPLIER OBLIGATIONS

2.1 Supplier Obligations.

2.1.1 Commencing on the Effective Date and during the Term, subject to the terms of this Agreement, Supplier shall provide Full Requirements Retail Electric Supply (subject to the terms of the appropriate transmission and/or distribution tariffs) sufficient to serve the total electric generation needs of the commercial and residential Aggregation Program Customers. Supplier shall arrange for the delivery of Full Requirements Retail Electric Supply in accordance with the requirements of the Participating Customers' respective EDU and Independent System Operator ("ISO") or Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Full Requirements Retail Electric Supply from an alternative supplier to the Point of Delivery, recognizing that the EDU provides utility distribution service from the Point of Delivery to the Point of Sale. To the extent that any services or requirements are provided by the EDU, Supplier shall not be responsible for the provision of such services. Notwithstanding the foregoing, Supplier is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.

2.1.2 Supplier shall be responsible for all acts necessary for Supplier to perform its obligations hereunder, including but not limited to the scheduling of delivery of Full Requirements Retail Electric Supply hereunder.

2.1.3 Supplier shall provide Aggregation Program Customers with the environmental disclosure data and other data it is required to provide, if any, to comply with the rules of the PUCO.

2.2 Subcontracting. Supplier may subcontract the performance of its obligations under this Agreement. However, no subcontract shall relieve Supplier of any of its obligations and/or liabilities under this Agreement. Supplier shall be responsible for all payments and obligations as between Supplier and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor.

2.3 Communications and Press Releases. Community hereby agrees to allow Supplier to use Community's name and logo (if any) in any and all enrollment materials (including electronic media and Internet) and press releases for publicity and/or marketing purposes. Community will have the right to review and approve all such materials that utilize the Community's name and/or logo prior to distribution. Additionally, Community authorizes Supplier to represent that Supplier is the Community's exclusive provider of Full Requirements Retail Electric Supply for the Term of this Agreement. Community shall not release any promotional material referencing Supplier, including press releases, without Supplier's prior approval.

ARTICLE 3

TERM AND TERMINATION

3.1 Term of Agreement and Termination.

3.1.1 This Agreement may be terminated prior to the expiration of the Term, in compliance with this Agreement's provisions, if: (1) the Governmental Aggregator does not receive or fails to obtain or maintain PUCO Certification; (2) a Party exercises its right under Article 6 to terminate this Agreement; (3) Supplier fails to obtain or maintain its PUCO Certification; (4) an illegality occurs under Section 3.3; or (5) any of the situations in Sections 3.4 or 5.1 occurs. This Agreement shall terminate upon the expiration of this Agreement's Term, but this Agreement may also be renewed by mutual agreement for a term agreed upon by the Parties.

3.1.2 Term of Enrollment. Participating Customers shall remain enrolled in the Aggregation Program until the Participating Customer exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation Program is terminated by the Governmental Aggregator, their Full Requirements Retail Electric Supply is lawfully terminated by Supplier or the EDU, or their electric service is terminated by the EDU or until this Aggregation Program is terminated, whichever occurs first.

3.2 Interaction Between Termination Dates of this Agreement and Contracts with the Participating Customer. Participating Customers initially enrolled in the Aggregation Program shall receive Full Requirements Retail Electric Supply at the rate(s) set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event or pursuant to the terms of Article 6, the Full Requirements Retail Electric Supply will terminate early and the Participating Customers may choose another CRES Provider or will be switched to EDU SSO Service in accord with the standard switching rules and applicable notices. The Participating Customers are responsible for arranging for their supply of Energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Participating Customer has not selected another supplier, such Participating Customer will be switched to SSO Service from the EDU.

3.3 Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it

becomes unlawful for a Party to perform any obligation under this Agreement, this Agreement may be terminated.

3.4 Termination Events. In the event any of the following conditions occur during the Term, Supplier shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

(i) The Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC, as discounted hereunder in accordance with Section 4.2, that is equal to or less than the comparable annualized generation and transmission rates and riders as of the Effective Date of this Agreement.

(ii) The PUCO approves or implements a phase-in credit for generation charges of the EDU which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation in the PTC and Supplier, in its discretion, chooses to not finance the impact of that effect or if commercially reasonable rates and terms are not available for such financing.

(iii) The EDU will not provide consolidated billing consistent with previous practice.

3.5 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

3.6 Termination Notices. In the event of termination hereunder, the terminating Party shall exercise its best efforts to communicate to the non-terminating Party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each individual Participating Customer of the Aggregation Program will be provided written notification from the terminating Party of the termination of the Agreement at least thirty (30) days prior to termination, and in compliance with other regulatory or legal requirements and Participating Customers will also be notified of their right to return to the EDU or to select an alternate generation supplier. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 4

ENERGY SCHEDULING, TRANSMISSION, PRICING AND DELIVERY

4.1 Scheduling, Transmission and Delivery. During the Delivery Term, Supplier shall schedule Energy as required by the RTO or other transmission provider and the EDU, and shall arrange for transmission and distribution service to the Participating Customers. Supplier will arrange for necessary electric distribution and transmission rights for delivery of such Energy to provide the Full Requirements Retail Electric Supply hereunder and subject to the understanding that Supplier has an obligation to make deliveries to Participating Customer as set forth in Section 2.1 except pursuant to Sections 3.3, 3.4, 5.1 or Article 7 of this Agreement. Supplier does not take responsibility for any delivery of services supplied by the EDU or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to

Participating Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to Participating Customer (notwithstanding whether such disconnection is directed by the ISO) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's electrical system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

4.2 Pricing. During the Delivery Period, Supplier shall provide Energy to all Participating Customers at the price set forth on Attachment A. Any bypassable riders approved by the PUCO and not included in the Price to Compare will be billed at their full rate. There will be no discount given on such charges as transmission and ancillary services if they are identified in a separate tariff or rider approved by the PUCO and not included in the Price to Compare.

4.3 Failure of Delivery. In the event that Supplier fails to schedule all or part of the Full Requirements Retail Electric Supply as set forth herein and Supplier's failure is not due to a Force Majeure Event, and a Participating Customer is required to obtain and pays for SSO Service or other Energy supply arrangement necessary to cure such Energy deficiency, Supplier shall reimburse Participating Customer, on the later of ten (10) days after receipt of invoice or the date payment would otherwise be due to Supplier, an amount determined by multiplying (a) the aggregate deficiency in the Full Requirements Retail Electric Supply by (b) the full replacement cost. IN THE EVENT OF SUPPLIER'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, SUPPLIER'S OBLIGATION TO PAY SUCH AMOUNT DURING THE PERIODS OF NON-DELIVERY SHALL BE THE GOVERNMENT AGGREGATOR'S AND THE PARTICIPATING CUSTOMERS' SOLE REMEDY FOR SUPPLIER'S FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT.

ARTICLE 5

BILLING AND PAYMENTS

5.1 Additional Costs. After the notice of this Aggregation Program is sent to Eligible Customers, in the event that there is a Change in Law (defined below), Participating Customers may receive a notification from Supplier, which shall include a description of one or more of the situations described below as may be applicable. If there is a Change in Law, Supplier may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact Supplier to accept the new terms, the Participating Customer(s) individual terms and conditions with Supplier will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for retail electric service. Alternatively, Supplier may decide to terminate this Agreement pursuant to a Change in Law described above and below, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for retail electric service. Whether Supplier offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating

Customers must still pay all Supplier charges through the date they are returned to their EDU or switched to another CRES provider for service.

Change in Law shall be defined as: (1) any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”), or other service provider, or any change in operating procedure which alters to the detriment of Supplier its costs to perform under this Agreement; or (2) for “Percent off the Price to Compare (“PTC”) rate” products only, the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC.

5.2 **Billing.** Billing shall be provided by the EDU under a consolidated billing format pursuant to the EDU’s tariff provisions and PUCO rules applicable to Participating Customer(s). If a Participating Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU’s tariff and PUCO regulations, Supplier retains the right to assess late payment fees, or deem such non-payment a default of Participating Customer for purposes of Section 6.1.1 of this Agreement. Supplier reserves the right to convert Participating Customer from Consolidated Billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 6

DEFAULT AND REMEDIES

6.1 Event of Default.

6.1.1 A “Community Event of Default” shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

- (i) Any representation or warranty made by Community in Article 9 hereunder is false or misleading in any material respect when made;
- (ii) The non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above) and such failure is not remedied within thirty (30) days after written notice thereof unless the cure requires longer than the thirty (30) days to effect and Community is diligently working towards such cure; and

6.1.2 A “Supplier Event of Default” shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

- (i) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) any representation or warranty made by Supplier in Article 9 hereunder is false or misleading in any material respect when made or when deemed made;

(iii) the non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above and as set forth in Section 4.3) if such failure is not remedied within thirty (30) days after written notice thereof, unless the cure period reasonably requires more than thirty (30) days to effect and Supplier is diligently working towards such cure; and

6.2 Rights and Remedies.

6.2.1 Rights and Remedies for a Community Event of Default. Subject to other provisions of this Agreement, if Community is the defaulting Party hereunder, so long as such Community Event of Default shall have occurred and be continuing, Supplier shall have the right to (i) designate a date (“Early Termination Date”), no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, on which this Agreement shall terminate and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Supplier shall have the right to seek the remedies of specific performance of Community’s and Participating Customers’ obligations hereunder and/or injunctive relief to continue to provide Full Requirements Retail Electric Supply hereunder.

In the case of a Community Event of Default, the Parties recognize that damages or other amounts to be received by Supplier hereunder may be inadequate because this Agreement is unique and the actual damages of Supplier may exceed any amounts to be received by Supplier hereunder. Therefore, Community waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to Supplier hereunder are adequate to cover the actual damages of Supplier.

6.2.2 Rights and Remedies for a Supplier Event of Default. Subject to other provisions of this Agreement, if Supplier is the defaulting Party hereunder, so long as such Supplier Event of Default shall have occurred and be continuing, Community shall have the right to (i) designate an Early Termination Date, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Community shall have the right to seek the remedies of specific performance and/or injunctive relief, *inter alia*, to ensure the continuations of Full Requirements Retail Electric Supply hereunder or to ensure the payment of grants required by this Agreement.

Notwithstanding any other provision of this Agreement, the remedies set forth in Section 4.3 shall be the sole and exclusive remedies for any failure of Supplier to deliver Full Requirements Retail Electric Supply. As long as Supplier is supplying Full Requirements Retail Electric Supply to the Participating Customers at the price and upon the terms and conditions of this

Agreement, Community shall not have the right to terminate this Agreement or suspend performance.

6.2.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize damages it may incur as a result of the other Party's failure to perform pursuant to this Agreement.

ARTICLE 7

FORCE MAJEURE

7.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. If despite its commercially reasonable efforts, either Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such period of the Force Majeure Event. The Party claiming excuse due to a Force Majeure Event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this Section 7.1 shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

7.2 Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, winds, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides, tornadoes and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority, a change in law or court order; provided, however, that any such discretionary acts, failure to act or orders of any kind by Government Aggregator may not be asserted as a Force Majeure Event by Government Aggregator. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Energy under this Agreement shall not constitute a Force Majeure Event unless Supplier has arranged for service on these systems at a level of firmness as required to provide the Full Requirements Retail Electric Supply agreed upon herein.

7.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 8

LIMITATION OF LIABILITY

8.1 **LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING CUSTOMER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON A STATUTE, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN SECTION 4.3 AND ARTICLE 6 OF THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH SECTION 4.3 OR ARTICLE 6 PROVIDES THE EXPRESS REMEDY OR MEASURE OF DAMAGES, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR ALL OTHER PROVISIONS OF THIS AGREEMENT FOR WHICH NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PART, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

8.2 **DISCLAIMER.** SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF FULL REQUIREMENTS RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM CUSTOMERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties by Supplier. Supplier hereby represents and warrants to Community as of the Effective Date as follows:

(i) Supplier is a company, duly formed, validly existing and in good standing under the laws of the State of Delaware;

(ii) Supplier has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within Supplier's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it;

(iv) This Agreement has been duly executed and delivered by Supplier, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Supplier enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) None of the documents or other written information furnished by or on behalf of Supplier to Community or Eligible Customers pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vi) No Bankruptcy is pending against it or to its knowledge threatened against it.

9.2 Representations and Warranties by Community. Community hereby represents and warrants to Supplier as of the Effective Date as follows:

(i) Community is duly authorized as the agent for the Participating Customers, as a duly authorized governmental aggregator;

(ii) Community has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within Community's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it. Neither the execution nor delivery by Community of this Agreement nor the consummation by Community of the transactions contemplated hereby or thereby does or will result a breach or violation of the Agreement establishing Community's Aggregation Group, or its bylaws, or any material provision of the governance document related thereto;

(iv) This Agreement has been duly executed and delivered by Community, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Community, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and similar laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(v) Community is entering into this Agreement with a full understanding of all of the risks disclosed in this Agreement (economic and otherwise), and it is capable of assuming and willing to assume those risks;

(vi) None of the documents or other written information furnished by or on behalf of Community to Supplier pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vii) Community has the contractual right to enter into this Agreement, to contract with Supplier to supply Full Requirements Retail Electric Supply and Administrative Services to meet the obligations of its Aggregation Program Customers, and shall enforce its contractual agreements and rights.

ARTICLE 10

CONFIDENTIAL INFORMATION

10.1 Confidential Information. Any Confidential Information, as defined in Section 10.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall, to the extent permitted by Ohio law, be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify

any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

10.2 Confidential Information Defined. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

10.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter.

ARTICLE 11

MISCELLANEOUS

11.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and Attachment A shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

Energy Harbor LLC**City of Bellbrook**

For Notices or Inquiries Regarding
this Agreement:

For Notices or Inquiries Regarding
this Agreement:

Director, Government Aggregation
Energy Harbor LLC
168 East Market Street
Akron, Ohio 44308

Phone:

11.2 Entire Agreement. This Agreement, including Attachment A hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

11.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

11.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

11.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of Attachment A hereto, the provisions of Attachment A shall control.

11.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

11.7 Assignment. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld; provided, however, that such authorization may be withheld upon a reasonable determination that the proposed assignee does not have at least the same financial and technical abilities. Notwithstanding the foregoing, Supplier may, without the consent of Community or the Participating Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of Supplier; or (c)

transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Supplier. Upon an assignment pursuant to (b) or (c), Community and the Participating Customers agree that Supplier shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

11.8 **Recitals.** The Parties agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

11.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Energy Harbor LLC

Signed: Sam Morgan

Printed

Typed Name: Sam Morgan

Title: Director of Government Aggregations

Date: 7/18/2022

City of Bellbrook

Signed: Rob Schommer

Printed

Typed Name: Rob Schommer

Title: City Manager

Date: July 15, 2022

ATTACHMENT A:

**Pricing and Other Conditions
to Retail Generation Service Offer**

Attachment A to Master Agreement

Between

City of Bellbrook, Greene County, Ohio and Energy Harbor LLC

Term:

Beginning with October 2022 meter read dates through May 2025 meter read dates

Pricing:

Beginning October 2022 meter read dates through September 2023 meter read dates
(11 months):

9.96¢ per kWh

Beginning September 2023 meter read dates through September 2024 meter read dates
(12 months):

7.51¢ per kWh

Beginning September 2024 meter read dates through May 2025 meter read dates
(8 months):

7.25¢ per kWh

EDU:

AES Ohio

Eligible Rate Codes:

Residential, Commercial (below either 700,000 kWh annually or 100 kW peak monthly demand)

Mercantile Accounts: Mercantile Customers (defined below) must “opt-in” to the Aggregation Program by notifying Supplier that they are a Mercantile Customer who seeks to join the Aggregation Program. Supplier will provide pricing and terms to each Mercantile Customer at the time the Mercantile Customer requests to opt-in. The Mercantile Customer can accept or reject the pricing and terms after it has been provided by Supplier, provided however, that if

Mercantile Customer rejects the pricing or the terms offered by Supplier, the Mercantile Customer shall not be eligible to join or participate in the Aggregation Program. “Mercantile Customer” as used herein shall meet the definition of “Mercantile customer” set forth in R.C. 4928.01(19) or any successor definition codified in the Ohio Revised Code.

Termination Fee:

None

Civic Grant:

None

Administrative Fee:

Supplier shall pay to the Community’s Consultant, **Buckeye Energy Brokers**, \$0.0005 per kWh delivered/consumed and paid for by Participating Customers under the Aggregation Program on a monthly basis. In addition to Participating Customers’ consumption, this fee shall also apply to kWh delivered/consumed and paid for by any new Participating Customer accounts that join the Aggregation Program.

Administrative Services:

- Design, print and mail the Opt-out letter to all Eligible Customers including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls, in a timely and agreed upon fashion.
- File the required information for PUCO reports on behalf of the Community.
- Conduct supplemental opt-out mailings on a periodic basis.



**Public Utilities
Commission**

Jenifer French, Chair

Item C. Section 10, Item

*M. Beth Trombold
Lawrence K. Friedeman
Dennis P. Deters
Daniel R. Conway*

Competitive Retail Electric Service Provider Certificate

Certified Entity:
CITY OF BELLBROOK

**29 N WEST ST
BELLBROOK, OH 45305**

Certificate Number: 22-111348E

Effective Date: July 17, 2022

Expiration Date: July 17, 2024

Issued Pursuant to Case Number(s):

22-0599-EL-GAG

The above referenced entity is hereby certified to provide competitive retail electric **Governmental Aggregator** services within the State of Ohio.

The certification of competitive retail electric service providers is governed by Chapters 4901:1-24 and 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code. This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

The certified entity is subject to all rules and regulations of the Public Utilities Commission of Ohio now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: 17 day of July, 2022.



By Order of
The Public Utilities Commission of Ohio

**Tanowa M. Troupe, Secretary
Debbie Ryan, Acting Secretary
Susan Patterson, Acting Secretary**

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on
7/19/2022 4:14:34 PM**

in

Case No(s). 22-0599-EL-GAG

Summary: Certificate No. 22-111348E issued and electronically filed by Mr.
Brandon J. Jenkins on behalf of PUCO Staff



**Public Utilities
Commission**

Jenifer French, Chair

Item C. Section 10, Item

M. Beth Trombold
Lawrence K. Friedeman
Dennis P. Deters
Daniel R. Conway

**Competitive Retail Natural Gas Service Provider or Governmental
Aggregator Certificate**

Certified Entity:
CITY OF BELLBROOK

29 N WEST ST
BELLBROOK, OH 45305

Certificate Number: 22-111349G

Effective Date: July 17, 2022

Expiration Date: July 17, 2024

Issued Pursuant to Case Number(s):
22-0600-GA-GAG

The above-referenced entity is hereby certified to provide competitive retail natural gas Governmental Aggregator services within the State of Ohio.

The certification of competitive retail natural gas service providers is governed by Chapters 4901:1-27, 4901:1-28, and 4901:1-29 of the Ohio Administrative Code, and Section 4929.20 of the Ohio Revised Code. This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

The certified entity is subject to all rules and regulations of the Public Utilities Commission of Ohio now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: 17 day of July, 2022.



By Order of
The Public Utilities Commission of Ohio

Tanowa M. Troupe

Tanowa M. Troupe, Secretary
Debbie Ryan, Acting Secretary
Susan Patterson, Acting Secretary

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on
7/19/2022 4:17:48 PM**

in

Case No(s). 22-0600-GA-GAG

Summary: Certificate No. 22-111349G issued and electronically filed by Mr.
Brandon J. Jenkins on behalf of PUCO Staff

File Attachments for Item:

D. Resolution 2022-R-24 RATIFYING AND APPROVING AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION FINANCIAL ASSISTANCE FOR CAPITAL INFRASTRUCTURE PROJECTS AND AUTHORIZING ALL NECESSARY ACTIONS TO EXECUTE RELATED AGREEMENTS FOR APPLICATION AND ACCEPTANCE (Harding)

RECORD OF RESOLUTIONS

Item D. Section 10, Item

Resolution No. 2022-R-24

July 25, 2022

City of Bellbrook State of Ohio

Resolution No. 2022-R-24

RATIFYING AND APPROVING AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION FINANCIAL ASSISTANCE FOR CAPITAL INFRASTRUCTURE PROJECTS AND AUTHORIZING ALL NECESSARY ACTIONS TO EXECUTE RELATED AGREEMENTS FOR APPLICATION AND ACCEPTANCE

WHEREAS, City Council has prioritized repairing, improving and maintaining its infrastructure and repair of roadways to be of high priority and in the best interests of the City; and

WHEREAS, with a focus on improvements downtown, Franklin Street and Main Street as the two main thoroughfares are in need of improvement and repaving which is a qualified project under the Ohio Public Works Commission (OPWC) Capital Infrastructure Program; and

WHEREAS, in order to make these necessary infrastructure improvements the City needs to apply for the OPWC financial assistance program along with significant commitment of local funds.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That City Council does hereby ratify and approve the application to participate in the Ohio Public Works Commission Financial Assistance for Capital Infrastructure Projects and authorizes the City Manager to take all necessary actions to execute related agreements for application and acceptance of funds.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. That this resolution shall take effect and be in force forthwith.

PASSED BY City Council this ____ day of _____, 2022.

____ Yeas; ____ Nays.

AUTHENTICATION:

Michael W. Schweller, Mayor

Robert Schommer, Clerk of Council

District 11 Project Evaluation System

Item D. Section 10, Item

Project	Franklin and Main Street Improvements		
Applicant	City of Bellbrook		
County	Greene		

1A

Cost Analysis	Total Project Cost	\$715,000	OPWC Grant Request	\$440,000
			OPWC Loan Request	
			OPWC Loan Assistance Request	

2A

Factor	System	Points Available	Criteria	Score
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Infrastructure repair and replacement needs of the District. (replacement costs divided by total costs) ORC Ref 164.06 (B) (1)		5	100% replacement	0
		3	99-51% replacement	
		0	<50% replacement	

3A

Regional Nature of Project relative to infrastructure needs of the District ORC Ref 164.06 (B) (1)	SR 725 per ODOT TIMS			10
	Roads/Bridges/Traffic Signals (determined by ODOT classification held by District 11 Liasion)	10	Major/Minor Arterial	
		7	Major/Minor Collector	
		4	All other Streets	
	Water Treatment/ Storage Wastewater Treatment System/ Water Meter Projects	10	Population served \geq 5,000	
		7	Population served \geq 1,000 but < 5,000 inclusive	
		4	Population served < 1,000	
	Waterlines	10	Waterline \geq 12"	
		7	Waterline \geq 8" but < 12" inclusive	
		4	Waterline < 8"	
	Sanitary Sewer Lines	10	Sewer line \geq 15"	
		7	Sewer line \geq 10" but < 15" inclusive	
		4	Sewer line < 10"	
	Storm Water Systems (closed)	10	Tile size \geq 36"	
		7	Tile size \geq 24" but < 36" inclusive	
		4	Tile size < 24"	
	Storm Water Systems (open)	10	Drains \geq 10,000 acres	
		7	Drains \geq 1,000 but < 10,000 acres inclusive	
		4	Drains < 1,000 acres	
	Solid Waste Facilities	10	Population served \geq 200,000	
		7	Population served \geq 150,000 but < 200,000	
		4	Population served < 150,000	

4A

4B

4C

4D

4E

4F

4G

District 11 Project Evaluation System

Item D. Section 10, Item

Factor	System	Points Available	Criteria	Score
Useful Life of Project (Must be certified by an Engineer. Please provide explanation of how useful life was calculated.) ORC Ref 164.05 (H) and 164.14 (C)		10	30 or more years	4
		7	20-29 years	
		4	10-19 years	
		0	7-9 years (less than seven years/project = ineligible)	

5A

Readiness to Proceed (Projects must be substantially underway by June 1, 2024 to be eligible for Round 37.) Must be consistent with the leverage of other funds schedule. ORC Ref 164.06 (B) (9) and 164.14 (E) (5)		5	Bid award date on or before 12/31/23	5
		3	Between 01/01/24- 03/31/24	
		1	Between 04/01/24 - 05/31/24	
		0	On or after June 1, 2024 - The project is not eligible for Round 37 funding.	

6A

Multi-jurisdictional needs of the District (ODOT is not a jurisdiction) Jurisdictions must provide at least 5% local match to be counted. ORC Ref 164.14 (E) (7)		5	3 or more local jurisdictions in the project agreement	0
		3	2 local jurisdictions in the project agreement	
		0	Single jurisdiction involved in the project	

7A

Financial capacity of the applicant (90% state MHI = \$49,080 to 110% state MHI = \$59,986)* Certified income studies will not be accepted. Income sheets will be provided by district liaison. ORC Ref 164.06 (B) (8)	Enter applicant's 2018 median household income (MHI): 2018 Ohio MHI \$54,533		83,826	0
		5	< or = \$49,080	
		3	> \$49,080 but < \$59,986	
		0	> or = \$59,986	

8A

Applicant's previous performance on OPWC assisted projects ORC Ref 164.06 (B) (10)	* Subdivisions that have more than one applicant (i.e. County Engineer and Utilities) will be considered separate applications for this criteria	10	No previous OPWC assistance since Round 26	5
		5	All projects Round 1-34 complete & all Round 35 projects under contract by 8/8/2022	
		0	All others	

9A

Population benefiting from the project (ADT for project area or population served by the project) ORC Ref 164.06 (B) (4) and ORC Ref 164.14 (E) (1)	Enter ADT or population served:		10448 ADT	10
	Roads/Bridges (ADT)	10	≥ 10,000 ADT	
		8	> 2,500 but < 10,000 ADT inclusive	
		6	>1,000 but < 2,500 ADT inclusive	
		4	< 1,000 ADT	
	Other Projects (population)	10	≥ 10,000	
		8	> 2,500 but < 10,000 population inclusive	
		6	>1,000 but < 2,500 population inclusive	
		4	< 1,000 population	

10A

10B

District 11 Project Evaluation System

Item D. Section 10, Item

Factor	System	Points Available	Criteria	Score
Leverage of OPWC funds with Other Public Revenues (other public revenues divided by total resources) other revenues include grants from FHWA, USDA, CDBG, EPA, ODOT, ODOT. A schedule of incoming funds and the commitment of those funds must be attached. ORC Ref 164.06 (B) (7) and 164.14 (E) (4)		10	50% or more	3
		7	26-49%	
		5	16-25%	
		3	11-15%	
		0	10% or less	

11A

Leverage of OPWC funds with Local Funds (local funds divided by total resources) Local includes in-kind local public revenues user fees, other loans, assessments and / or private funds. OPWC loan does not count. A schedule of incoming funds and the commitment of those funds must be attached. ORC Ref 164.06 (B) (6) and ORC Ref 164.14 (E) (6)	10	50% or more	7
	7	26-49%	
	5	16-25%	
	3	11-15%	
	0	10% or less	

12A

Age and Condition of the System Health and Safety. ORC Ref 164.06 (B) (2) and ORC Ref 164.06 (B) (4) and ORC Ref 164.14 (E) (1) and ORC Ref 164.14 (E) (9)	New Projects (Where no infrastructure exists, this new project would have...)	10	Significant documented impact on health and safety concerns		
		7	Moderate documented impact on health and safety concerns		
		0	No documented impact on health and safety concerns		
	Bridges (please provide sufficiency ratings in application)	10	Repair or replacement of a bridge having an ODOT sufficiency rating < 50, closed, or posted less than 25 tons		
		7	Repair or replacement of a bridge having an ODOT sufficiency rating >50 but < 70 inclusive		
		0	Repair or replacement of a bridge having an ODOT sufficiency rating > 70		
	Roads	10	Project involves major reconstruction (including berm, ditch work and drainage structures)	7	
		7	Project involves minor reconstruction, 1" or more new asphalt, widening to meet current standards		
		0	Overlay of less than 1" new asphalt		
	Other Projects (Please provide documentation of age of system/EPA correspondence)	10	Project repairs / replaces facility under EPA orders or where demand routinely exceeds capacity or where verified periodic environmental health hazard is present or facility is over 50 years old		
		7	Project repairs/replaces facility 25 to 49 years old		
		0	Project repairs/replaces facility less than 25 years old		

13A

13B

13C

13D

District 11 Project Evaluation System

Item D. Section 10, Item

Factor	System	Points Available	Criteria	Score
LTIP Specific ORC Ref 164.14 (E) (2) and ORC Ref 164.14 (E) (3)	If eliminating safety hazard, please specify:		Provides RRFB protected pedestrian crossing(s) at known high pedestrian volume location(s).	4
	Roads/Bridges/Traffic Signals only	10	Project assists applicant in obtaining transportation infrastructure needed for significant, specific development opportunities or bridge replacement	
		7	Project assists applicant in alleviating traffic congestion (Level D or worse)	
		4	Project eliminates safety hazard	
		0	Routine repair, resurfacing or reconstruction	

14A

Grant/Loan Request (Refers to OPWC funding only. Projects that are 100% loan will get 10 points, regardless of the loan amount. Grant loan combinations scored as grant requests.) ORC Ref 164.06 (B) (5)	All	10	100% loan request	3
		7	\$1- \$150,000 grant request	
		5	\$150,001 - \$300,000 grant request	
		3	\$300,001 - \$600,000 grant request	
		0	Over \$600,000 grant request	

15A

Fees/Assessments (A no answer is 0 points). ORC Ref 164.06 (B) (3)	All	1	The proposed project will utilize revenue in the form of user fees or assessments.	0
--	-----	---	--	---

16A

Pre - County Project Review Committee Priority Subtotal	58
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Priority of the project at the county level as determined by the county's project review committee ORC Ref 164.06 (B)(10)	All	Champaign, Darke, Madison, Preble, and Union County= 30 points. Clark, Greene, Miami County =40 points. Points may be distributed amongst projects at each county subcommittee's discretion. For example, one project may receive 30 points or 30 projects may receive 1 point. Points are to be awarded by the subcommittee prior to application submission to the District.		
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17A

Project Review Committee Compliance. Applicant receives points from county review committee for county compliance. ORC Ref 164.06 (B)(10)	All	10	County committee approves that project was in compliance with county review committee policies	
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18A

Post - County Project Review Committee Priority Subtotal	58
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District Priority Points (Scoring in this section is only to be completed by the Executive Committee) ORC Ref 164.06 (B)(10)				19A
	All	25	Distributed by Executive Committee	

Final Total	58
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***** The District 11 tie breaker for the current round is smallest grant request. The tie breaker for small government round is the largest OPWC request. The tie breaker for any supplemental loan round is smallest loan request. *****



State of Ohio
Public Works Commission
Application for Financial Assistance

Item D. Section 10, Item

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: City of Bellbrook Subdivision Code: 057-05102
District Number: 11 County: Greene Date: 07/18/2022
Contact: Rob Schommer Phone: 9378484666
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)
Email: Rob@cityofbellbrook.org FAX: _____

Project

Project Name: Franklin Street and Main Street Improvements Zip Code: 45305

Subdivision Type	Project Type	Funding Request Summary
(Select one)	(Select single largest component by \$)	(Automatically populates from page 2)
<input type="checkbox"/> 1. County	<input checked="" type="checkbox"/> 1. Road	Total Project Cost: <u>715000.00</u>
<input checked="" type="checkbox"/> 2. City	<input type="checkbox"/> 2. Bridge/Culvert	1. Grant: <u>440000.00</u>
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan: <u>0.00</u>
<input type="checkbox"/> 4. Village	<input type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement: <u>0.00</u>
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	Funding Requested: <u>440000.00</u>
	<input type="checkbox"/> 6. Stormwater	

District Recommendation (To be completed by the District Committee)

Funding Type Requested	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
(Select one)		
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

For OPWC Use Only

STATUS	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
_____	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	<u>50000</u>	.00	
Final Design:	<u>15000</u>	.00	
Construction Administration:		.00	
Total Engineering Services:	a.) <u>65000</u>	.00	<u>10</u> %
Right of Way:	b.)	.00	
Construction:	c.) <u>650000</u>	.00	
Materials Purchased Directly:	d.)	.00	
Permits, Advertising, Legal:	e.)	.00	
Construction Contingencies:	f.)	.00	<u>0</u> %
Total Estimated Costs:	g.) <u>715000</u>	.00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.)	.00	
Local Revenues:	b.) <u>200000</u>	.00	
Other Public Revenues:	c.)	.00	
ODOT / FHWA PID:	d.)	.00	
USDA Rural Development:	e.)	.00	
OEPA / OWDA:	f.)	.00	
CDBG:	g.)	.00	
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: <u>Greene County Community Improvement</u>	h.) <u>75000</u>	.00	
Subtotal Local Resources:	i.) <u>275000</u>	.00	<u>38.4615384615385</u> %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>100</u> % of OPWC Funds	j.) <u>440000</u>	.00	
Loan: <u>0</u> % of OPWC Funds	k.)	.00	
Loan Assistance / Credit Enhancement:	l.) <u>0</u>	.00	
Subtotal OPWC Funds:	m.) <u>440000</u>	.00	<u>61.5384615384615</u> %
Total Financial Resources:	n.) <u>715000</u>	.00	<u>100</u> %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	<u>715000</u> .00	<u>100</u> %
2.2 Total Portion of Project New / Expansion:	<u>0</u> .00	<u>0</u> %
2.3 Total Project:	<u>715000</u> .00	<u>100</u> %

A Farmland
Preservation letter is
required for any
impact to farmland

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>01/01/2023</u>	End Date: <u>06/30/2023</u>
3.2 Bid Advertisement and Award	Begin Date: <u>07/01/2023</u>	End Date: <u>07/31/2023</u>
3.3 Construction	Begin Date: <u>08/01/2023</u>	End Date: <u>11/30/2023</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 20 Years Age: 1991 (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 10448 Year 2015 Projected ADT 14502 Year 2038

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Stormwater: Number of households served: _____

4.3 Project Description

- A: **SPECIFIC LOCATION** (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

The project limit for Franklin St. is to the West is the alley West of S West St., and to the East is the Washington Mill Rd. intersection. The work limits extend along the North and South side of Franklin St. The project limit for Main St. to the South is at the City Limits just before the bridge crossing for Little Sugar Creek, and to the North is the City Limits which is approximately 350 feet North of Big Tree Rd. The work limits extend along the East and West side of Main St.

- B: **PROJECT COMPONENTS** (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

This project involves the resurfacing of Franklin St. from the alley West of S West St. to the Washington Mill Rd. intersection, as well as Main St. from the Southern City Limits just before the bridge crossing for Little Sugar Creek to the Northern City Limits which is approximately 350 feet North of Big Tree Rd. For both roads necessary curb ramp and full depth pavement repair will be constructed where seen fit. The project will also include the installation of a mid block crossing in the vicinity of the Winters-Bellbrook library, complete with an RRFB. The project also includes a new crossing, with curb bump outs, at the Walnut St/Main St intersection.

- C: **PHYSICAL DIMENSIONS** (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

At the West terminus of Franklin St. the width of the pavement is 38' and at the East is a width of 27', the work limits for Franklin St. extend 2166'. The Southern terminus for Main St. has a pavement width of 27' and the North has a width of 30', the work limits of Main St. extend 4435'.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Michael Schweller
Title: Mayor
Address: 15 East Franklin Street

City: Bellbrook State: OH Zip: 45305
Phone: 9378484666
FAX:
E-Mail: M.Schweller@cityofbellbrook.org

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Rob Schommer
Title: City Manager
Address: 15 East Franklin Street

City: Bellbrook State: OH Zip: 45305
Phone: 9378484666
FAX:
E-Mail: Rob@cityofbellbrook.org

5.3 Project Manager

Name: Ryan Pasley
Title: Service Director
Address: 15 East Franklin Street

City: Bellbrook State: OH Zip: 45305
Phone: 9378488415
FAX:
E-Mail: R.Pasley@cityofbellbrook.org

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- ☐ A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- ☐ A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- ☒ A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- ☐ A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ Farmland Preservation Review - The Governor's Executive Order 98-IIIV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- ☐ Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- ☒ Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Rob Schommer

Certifying Representative (Printed form, Type or Print Name and Title)

July 18, 2022

Original Signature / Date Signed



WEIGHTED USEFUL LIFE CERTIFICATION

FRANKLIN STREET AND MAIN STREET IMPROVEMENTS

Weighted useful life of each component:


Component	Useful Life	Estimated Cost =	Weighted Useful Life
Full Depth Road	25 Years	\$ 218,360	\$ 5,459,000
Partial Depth Road	15 Years	\$ 324,400	\$ 4,866,000
Sidewalks	25 Years	\$ 102,900	\$ 2,572,500
Total Project		\$ 645,660	\$ 12,897,500

Average weighted useful life of total project = \$12,897,500 / \$645,660 = 20 Years

I, hereby, certify that the **Franklin Street and Main Street Improvements** project has an expected useful life of **20** years based on normal usage; in evidence, whereof, I have set my signature and seal as of this date.



LJB Inc.


Brant Gressel, P.E.

Ohio Engineer's License No. 87761

July 18, 2022

Date

City of Bellbrook FRANKLIN STREET AND MAIN STREET IMPROVEMENTS Estimate Prepared By: LJB Inc.					
Item No. & Extension	Description	Unit	Quantity	Unit Cost	Cost
Roadway					
202E23000	PAVEMENT REMOVED	SY	2500	\$ 18	\$ 45,000
202E30000	WALK REMOVED	SF	1700	\$ 4	\$ 6,800
202E32000	CURB REMOVED	FT	350	\$ 11	\$ 3,850
203E10000	EXCAVATION	CY	250	\$ 35	\$ 8,750
203E20000	EMBANKMENT	CY	250	\$ 25	\$ 6,250
608E52000	CURB RAMP (INC. WALK AND CURB REPLACEMENTS)	SF	3400	\$ 30	\$ 102,000
Erosion Control					
659E98000	SEEDING MISC: SEEDING AND MULCHING	LS	1	\$ 5,000	\$ 5,000
Drainage					
611E99920	DRAINAGE STRUCTURE MISC: DRAINAGE CONTINGENCY	LS	1	\$ 7,500	\$ 7,500
Pavement					
204E10000	SUBGRADE COMPACTION	SY	2491	\$ 3	\$ 7,473
254E01000	PAVEMENT PLANING, ASPHALT CONCRETE	SY	24907	\$ 2	\$ 49,814
301E56000	ASPHALT CONCRETE BASE, PG64-22, (449)	CY	137	\$ 225	\$ 30,825
304E20000	AGGREGATE BASE	CY	554	\$ 65	\$ 36,010
407E10000	TACK COAT	GAL	2255	\$ 3	\$ 6,765
441E50000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	CY	1038	\$ 230	\$ 238,740
441E50300	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	CY	173	\$ 215	\$ 37,195
Traffic Control					
644E50100	PAVEMENT MARKING MISC: PAVEMENT MARKING AND SIGNS & RRFB	EACH	1	\$ 30,000	\$ 30,000
Incidentals					
614E11000	MAINTAINING TRAFFIC	LS	1	\$ 12,500	\$ 10,000
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1	\$ 5,000	\$ 5,000
624E10000	MOBILIZATION	LS	1	\$ 10,000	\$ 10,000
				Rounded Estimated Total (Construction)	\$ 650,000
				Engineering	\$ 65,000
				Estimate Project Total	\$ 715,000



Brant Gressel
07/18/2022