



RESOLUTION NO. 3001

A RESOLUTION OF APPRECIATION FOR JAMES (JIM) H. DEYOUNG, RECOGNIZING HIS LEADERSHIP, SERVICE AND PERFORMANCE AS A MEMBER OF THE MIAMISBURG BOARD OF ZONING APPEALS AND PLANNING COMMISSION.

- WHEREAS, JIM DEYOUNG served the citizens of Miamisburg as a member of the Board of Zoning Appeals from 1980 through 1984; and
- WHEREAS, JIM DEYOUNG has faithfully served the citizens of Miamisburg as a member of the Planning Commission since 1985; and
- WHEREAS, JIM DEYOUNG demonstrated outstanding leadership as chairman of the Planning Commission from 2006 through 2022; and
- WHEREAS, during JIM DEYOUNG'S tenure on the Planning Commission, the City of Miamisburg has experienced a tremendous amount of growth; and
- WHEREAS, JIM DEYOUNG provided valuable insight and direction on many plans, policies and development projects that resulted in a positive effect on the City's built environment; and
- WHEREAS, JIM DEYOUNG concluded his service on the Planning Commission on September 20, 2022 after 42 years of volunteer service to the City of Miamisburg.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, ALL THE MEMBERS THERETO CONCURRING, THAT:

Section 1.

The Mayor, City Council and citizens of the City of Miamisburg do hereby extend their sincerest thanks and appreciation to JAMES H. DEYOUNG for his 42 years of dedicated service to the Miamisburg community.

Section 2.

The Mayor, City Council and citizens of the City of Miamisburg do hereby extend to JAMES H. DEYOUNG their best wishes for all of his future endeavors.

Section 3.

This measure shall take effect and be in force from and after the earliest period allowed by law.

Passed: January 17, 2023

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved:

Mayor Michelle Collins
Michelle Collins, Mayor

RESOLUTION NO. 3002

A RESOLUTION TO DECLARE THE NECESSITY THAT CERTAIN SIDEWALKS, CURBS, AND GUTTERS, DRIVEWAY APRONS, TREES AND STUMPS AND MISCELLANEOUS ITEMS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED, REPAIRED, OR REMOVED IN CONNECTION WITH THE 2023 SIDEWALK, CURB AND GUTTER PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, THE MAJORITY OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Council declares the necessity to undertake a program for the construction, repair or removal of sidewalks, curbs and gutters, driveway aprons, trees and stumps, and miscellaneous items within the public right-of-way, which may have become damaged or defective, located within the City of Miamisburg, as set forth in Exhibit "A," which is attached hereto and made a part hereof. Said construction, repair or removal, shall be in accordance with the plans, specifications, estimates and profiles of the proposed improvements which shall be on file in the office of the City Engineer by March 2, 2023, and open to inspections by any and all interested persons. The preparation of such plans, specifications, estimates and profiles are hereby specifically authorized by the Council.

Section 2.

That the owners of all lots and lands bounding and abutting on the sidewalks, curbs, and gutters, trees and stumps, and miscellaneous items within the public right-of-way, to be constructed, repaired or removed, shall construct, repair, or remove in accordance with the plans and specifications, estimates, and profiles of the proposed improvements to be on file prior to March 2, 2023, the portions of such sidewalks, curbs and gutters, trees and stumps, and miscellaneous items within the public right-of-way abutting on their respective properties within a period of thirty (30) days after service of notice of passage of this Resolution; and if such repair shall not be completed within such period of thirty (30) days, then this Council shall have the same done and the entire cost thereof shall be assessed upon the property of each defaulting owner and lien thereon, to be collected in the manner provided by law, in ten (10) annual installments with the penalty and interest as provided by law.

Section 3.

Declaration of Official Intent; Reasonable Expectations

- (a) The Issuer declares that it reasonably expects that the costs of the improvements described in subsection (b) hereof, which will be paid prior to the issuance of any bonds or notes intended to fund such costs, will be reimbursed with the proceeds of bonds or notes, representing a borrowing by the Issuer in the maximum principal amount, for such reimbursement, of \$200,000.
- (b) The costs to be reimbursed are the costs of the Issuer's 2023 Sidewalk, Curb and Gutter program;
- (c) The Issuer does not expect any other funds (including the money advanced to pay the costs that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to such costs for the purposes described in subsection (b), above.

Section 4.

That the City Manager is directed to cause a written notice of the passage of this Resolution to be served as required by law. For this purpose, the City Manager may designate members of appropriate administrative departments of said City to serve notices.

Section 5.

That the Clerk of Council is directed to certify a copy of this resolution to the Montgomery County Auditor's Office so that it can be placed on file for public inspection.

Section 6.

This measure shall take effect and be in force from and after the earliest period allowed by law.

Passed: February 7, 2023

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

ELWYN PLACE
(From King Richard Parkway to Cul-de-sac)

801 Elwyn Pl., Parcel ID K46 00916 0017, Lot # 4401

James B. & Laura Ray
801 Elwyn Pl.
Miamisburg, OH 45342

816 Elwyn Pl., Parcel ID K46 00916 0018, Lot # 4402

Theresa DiGiorgio
810 Elwyn Ct.
Miamisburg, OH 45342

817 Elwyn Pl., Parcel ID K46 00916 0018, Lot # 4402

Samuel & Margaret Farler Trustees
817 Elwyn Pl.
Miamisburg, OH 45342

824 Elwyn Pl., Parcel ID K46 00916 0029, Lot # 4413

Tommy Lee & Kathy L. Berger
824 Elwyn Pl.
Miamisburg, OH 45342

825 Elwyn Pl., Parcel ID K46 00916 0019, Lot # 4403

Kenneth J. Balogh
825 Elwyn Pl.
Miamisburg, OH 45342

832 Elwyn Pl., Parcel ID K46 00916 0028, Lot # 4412

Danial & Amanda Farver
832 Elwyn Pl.
Miamisburg, OH 45342

833 Elwyn Pl., Parcel ID K46 00916 0020, Lot # 4404

Timothy A. & Robynn L. Oren
833 Elwyn Pl.
Miamisburg, OH 45342

ELWYN PLACE
(From King Richard Parkway to Cul-de-sac) continued

841 Elwyn Pl., Parcel ID K46 00916 0021, Lot # 4405

Philip E. Kegley Sr.

841 Elwyn Pl.

Miamisburg, OH 45342

842 Elwyn Pl., Parcel ID K46 00916 0027, Lot # 4411

Patricia J. Adams

842 Elwyn Pl.

Miamisburg, OH 45342

849 Elwyn Pl., Parcel ID K46 00916 0022, Lot # 4406

Jon S. & Shelley M. Holp

849 Elwyn Pl.

Miamisburg, OH 45342

850 Elwyn Pl., Parcel ID K46 00916 0026, Lot # 4410

Michael T. Kukulka

850 Elwyn Pl.

Miamisburg, OH 45342

856 Elwyn Pl., Parcel ID K46 00916 0025, Lot # 4409

Joshua E. & Natalie S. Roe

856 Elwyn Pl.

Miamisburg, OH 45342

857 Elwyn Pl., Parcel ID K46 00916 0023, Lot # 4407

Lydia Gridley & Brandon Campbell

857 Elwyn Pl.

Miamisburg, OH 45342

860 Elwyn Pl., Parcel ID K46 00916 0024, Lot # 4408

Robert B. Young

860 Elwyn Pl.

Miamisburg, OH 45342

ELWYN PLACE
(From King Richard Parkway to Cul-de-sac) continued

1801 Elwyn Pl., Parcel ID K46 00916 0031, Lot # 4415

Thomas Singleton & Jessie Lea
1801 Elwyn Pl.
Miamisburg, OH 45342

EVANS AVENUE
(From Wise Drive to Range Avenue)

1108 Range Ave., Parcel ID K46 00405 0002, Lot # 11098

Miamisburg City Schools
540 Park Ave
Miamisburg OH 45342

502 Evans Ave., Parcel K46 00510 0001, Lot # 2615

Xuefen & Quiping Zhao Jiang
9448 Aspen Brook Ct.
Dayton, OH 45458

508 Evans Ave., Parcel ID K46 00510 0002, Lot # 510

Dumitru Cotorobai & Milena Slanova
2774 Blue Rock Rd
Cincinnati OH 45239

512 Evans Ave., Parcel ID K46 00510 0003, Lot # 2891

Chad & Jeraldine Addis
512 Evans Ave
Miamisburg OH 45342

520 Evans Ave., Parcel ID K46 00510 0004, Lot # 2892

Howard & Barbara F. Griffith
520 Evans Ave
Miamisburg OH 45342

**EVANS AVENUE
(From Wise Drive to Range Avenue) continued**

527 Evans Ave., Parcel ID K46 00510 0025, Lot # 2913

Sandra Luneke
527 Evans Ave
Miamisburg OH 45342

602 Evans Ave., Parcel ID K46 00510 0005, Lot # 2893

Beth McClain
602 Evans
Miamisburg OH 45342

605 Evans Ave., Parcel ID K46 00510 0019, Lot # 2907

Bradley & Danielle Williams
605 Evans Ave
Miamisburg OH 45342

606 Evans Ave., Parcel ID K46 00510 0006, Lot # 2894

John H, Ruwe Trust
606 Evans Ave
Miamisburg OH 45342

610 Evans Ave., Parcel ID K46 00510 0007, Lot # 2895

Joseph Lehman
610 Evans Ave
Miamisburg OH 45342

614 Evans Ave., Parcel ID K46 00510 0008, Lot # 2896

Robert F. & Deborah A. Goenner
614 Evans Ave
Miamisburg OH 45342

704 Evans Ave., Parcel ID K46 00510 0009, Lot # 2897

Federick D. Cubberly Jr.
704 Evans Ave
Miamisburg OH 45342

EVANS AVENUE
(From Wise Drive to Range Avenue) continued

708 Evans Ave., Parcel ID K46 00510 0010, Lot # 2898

Patric J. Moorman
708 Evans Ave
Miamisburg OH 45342

709 Evans Ave., Parcel ID K46 00510 0011, Lot # 2899

Michael Adams & Pamela Springer
709 Evans
Miamisburg OH 45342

712 Evans Ave., Parcel ID K46 00604 0020, Lot # 2934

Judi Church
712 Evans Ave
Miamisburg OH 45342

713 Evans Ave., Parcel ID K46 00604 0019, Lot # PT 2933

Terry L. & Darlene F. Stump
713 Evans Ave
Miamisburg OH 45342

716 Evans Ave., Parcel ID K46 00604 0001, Lot # 2915

John B. & Gina R. K. Elson
716 Evans Ave
Miamisburg OH 45342

717 Evans Ave., Parcel ID K46 00604 0018, Lot # 2932

Donald R. & Addie J. Baker
717 Evans Ave
Miamisburg OH 45342

718 Evans Ave., Parcel ID K46 00604 0002, Lot # 2916

Thomas L. Chapman
P O Box 547
Miamisburg OH 45342

**EVANS AVENUE
(From Wise Drive to Range Avenue) continued**

1217 Wise Dr., Parcel ID K46 00604 0017, Lot # 2931

Ronald & Diane Hensley
5518 Pondview Ct
Lebanon OH 45036

1223 Las-O-Las Dr., Parcel ID K46 00510 0018, Lot # 2906

Joan Mark
1223 Las-O-Las Dr
Miamisburg OH 45342

**LEA CASTLE PLACE
(From King Richard Parkway to Cul-de-sac)**

809 Lea Castle Pl., Parcel ID K46 00916 0002, Lot # 4386

Ronald Goodrich
809 Lea Castle Pl.
Miamisburg, OH 45342

817 Lea Castle Pl., Parcel ID K46 00916 0003, Lot # 4387

Hannah Livengood & Brian A. Kreitzer
817 Lea Castle Pl.
Miamisburg, OH 45342

818 Lea Castle Pl., Parcel ID K46 00916 0015, Lot # 4399

Patrick J. & Kelly D. Wallace
818 Lea Castle Pl.
Miamisburg, OH 45342

824 Lea Castle Pl., Parcel ID K46 00916 0014, Lot # 4398

Douglas W. Mick
824 Lea Castle Pl.
Miamisburg, OH 45342

LEA CASTLE PLACE
(From King Richard Parkway to Cul-de-sac) continued

825 Lea Castle Pl., Parcel ID K46 00916 0004 , Lot # 4388

Danny R. Hamm
825 Lea Castle Pl.
Miamisburg, OH 45342

832 Lea Castle Pl., Parcel ID K46 00916 0013 , Lot # 4397

Justin A. & Sara E. Ward
832 Lea Castle Pl.
Miamisburg, OH 45342

833 Lea Castle Pl., Parcel ID K46 00916 0005 , Lot # 4389

Joanne Morgan TR
833 Lea Castle Pl.
Miamisburg, OH 45342

841 Lea Castle Pl., Parcel ID K46 00916 0006 , Lot # 4390

Raymond E. Youngs
841 Lea Castle Pl.
Miamisburg, OH 45342

842 Lea Castle Pl., Parcel ID K46 00916 0012 , Lot # 4396

Michael & Patricia Manley
842 Lea Castle Pl.
Miamisburg, OH 45342

849 Lea Castle Pl., Parcel ID K46 00916 0007 , Lot # 4391

Richard A. & Nicole Johnson
849 Lea Castle Pl.
Miamisburg, OH 45342

850 Lea Castle Pl., Parcel ID K46 00916 0011 , Lot # 4395

Dana & Vicki Weaver
850 Lea Castle Pl.
Miamisburg, OH 45342

**LEA CASTLE PLACE
(From King Richard Parkway to Cul-de-sac) continued**

856 Lea Castle Pl., Parcel ID K46 00916 0010 , Lot # 4394

Michael J. Buchert
856 Lea Castle Pl.
Miamisburg, OH 45342

857 Lea Castle Pl., Parcel ID K46 00916 0008 , Lot # 4392

Gloria & Ross P. Frank
857 Lea Castle Pl
Miamisburg, OH 45342

860 Lea Castle Pl., Parcel ID K46 00916 0009 , Lot # 4393

Eric B. Davis
860 Lea Castle Pl.
Miamisburg, OH 45342

1643 King Richard Pkwy., Parcel ID K46 00916 0001 , Lot # 4385

James L. & Pamela B. Elking
1643 King Richard Pkwy.
Miamisburg, OH 45342

1701 King Richard Pkwy., Parcel ID K46 00916 0016 , Lot # 4400

Tara L. Walker
1701 King Richard Pkwy.
Miamisburg, OH 45342

**MERRY JOHN DRIVE
(From King Richard Parkway to King Richard Parkway)**

805 Merry John Drive, Parcel ID K46 01110 0021, Lot # 4826

Debra J. Maxon
850 Merry John Drive
Miamisburg, OH 45342

MERRY JOHN DRIVE
(From King Richard Parkway to King Richard Parkway) continued

807 Merry John Drive, Parcel ID K46 01110 0022 Lot # 4827

Cody Motes & Shaniqua Hazlip
807 Merry John Drive
Miamisburg, OH 45342

808 Merry John Drive, Parcel ID K46 01110 0026, Lot # 4842

Bradley S. II & Samantha L. Herr
808 Merry John Drive
Miamisburg, OH 45342

809 Merry John Drive, Parcel ID K46 01110 0023, Lot # 4828

Zachary D. Limmer
809 Merry John Drive
Miamisburg, OH 45342

810 Merry John Drive, Parcel ID K46 01111 0024, Lot # 4840

Roger W. & Betty S. Collins
810 Merry John Drive
Miamisburg, OH 45342

811 Merry John Drive, Parcel ID K46 01110 0024, Lot # 4829

Susan Detert
811 Merry John Drive
Miamisburg, OH 45342

812 Merry John Drive, Parcel ID, K46 01111 0024, Lot # 4840

Robert W. Jr. & Joy E. Moody
812 Merry John Drive
Miamisburg, OH 45342

813 Merry John Drive, Parcel ID K46 01110 0025, Lot # 4830

Katherine R. Brashear
813 Merry John Drive
Miamisburg, OH 45342

MERRY JOHN DRIVE
(From King Richard Parkway to King Richard Parkway) continued

814 Merry John Drive, Parcel Id K46 01111 0023, Lot # 4839

Jedidiah I. & Bailey M. Woodridge
814 Merry John Drive
Miamisburg, OH 45342

815 Merry John Drive, Parcel ID K46 01111 0019, Lot # 4831

Gary L. Clark
815 Merry John Drive
Miamisburg, OH 45342

816 Merry John Drive, Parcel ID K46 01111 0022, Lot #4838

Richard L. Inwood
816 Merry John Drive
Miamisburg, OH 45342

817 Merry John Drive, Parcel ID K46 01111 0020, Lot # 4832

Michael H. Tiebout
817 Merry John Drive
Miamisburg, OH 45342

818 Merry John Drive, Parcel ID K46 01111 0021, Lot # 4837

Jonathan G. & Joely R. Hastings
818 Merry John Drive
Miamisburg, OH 45342

819 Merry John Drive, Parcel ID K46 01112 0006, Lot # 4833

Tetyana S. Curtis
819 Merry John Drive
Miamisburg, OH 45342

821 Merry John Drive, Parcel ID K46 01112 0007, Lot # 4834

Shawn A. & Michelle F.S. Pyle
821 Merry John Drive
Miamisburg, OH 45342

MERRY JOHN DRIVE
(From King Richard Parkway to King Richard Parkway) continued

823 Merry John Drive, Parcel ID K46 01112 0008, Lot # 4835

Joshua David & Melony Lynn Harman
823 Merry John Drive
Miamisburg, OH 45342

825 Merry John Drive, K46 01112 0009, Lot # 4836

Donn Petit
825 Merry John Drive
Miamisburg, OH 45342

827 Merry John Drive, Parcel ID K46 01112 0010, Lot # 4851

Matthew R. Shoemaker
827 Merry John Drive
Miamisburg, OH 45342

2301 Merry John Drive, Parcel ID K46 01110 0027, Lot # 4843

Karen A. Kaplun
2301 King Richard Parkway
Miamisburg, OH 45342

2233 King Richard Parkway, Parcel ID K46 01110 0020, Lot # 4825

Jackson & Shirley A. Richards
2233 King Richard Pkwy.
Miamisburg, OH 45342

2323 King Richard Parkway, Parcel Id K46 01111 0032, Lot # 4850

Gary D. Carpenter
2323 King Richard Parkway
Miamisburg, OH 45342

RESOLUTION NO. 3003

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE CITY OF MIAMISBURG, OHIO FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg, Ohio seeks to upgrade its existing water facilities; and

WHEREAS, the City of Miamisburg intends to apply for Water Supply Revolving Loan Account (WSRLA) for the planning, design and/or construction of water facilities; and

WHEREAS, the Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of water facilities on behalf of the City of Miamisburg, Ohio.

Section 2.

The dedicated source of repayment will be revenue from users of the City's water and sewer system.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason to ensure timely compliance with funding request schedules, therefore, this measure shall take effect and be in force from and after its passage.

Passed: February 21, 2023

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Jeff Nestor

Jeff Nestor, Vice Mayor

RESOLUTION NO. 3004

A RESOLUTION FOR THE PLAN OF OPERATION AND GOVERNANCE FOR THE MIAMI VALLEY COMMUNICATIONS ELECTRIC AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN ELECTRIC PROGRAM.

WHEREAS, this Council enacted legislation authorizing the City to establish an electric aggregation program pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Programs") for the residents, businesses, and other electric consumers in the City, and for that purpose, to act jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Miami Valley Communications Council ("MVCC"), the city will be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of electric deregulation through group purchasing efforts; and

WHEREAS, this Council pursuant to Section 4928.20, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the MVCC electric aggregation program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

It is hereby found and determined that this Council held two (2) public hearings, with the first hearing taking place on the 7th day of February 2023, and the second hearing taking place on the 21st day of February 2023, with each hearing meeting the necessary notice requirements as set forth in Section 4928.20, Ohio Revised Code.

Section 2.

This Council hereby approves and adopts the Plan of Operation and Governance of the MVCC electric aggregation program to this Council and on file with the Clerk, with a copy of said Plan attached substantially similar form as Exhibit "A."

Section 3.

This Council hereby joins MVCC to act jointly with other member and affiliate political subdivisions for the acquisition and aggregation of electric power.

Section 4.

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5.

This Resolution shall become effective immediately upon its passage.

Passed: February 21, 2023

Attested: _____

Kim Combs
Kim Combs, Clerk of Council

Approved: _____

Jeff Nestor
Jeff Nestor, Vice Mayor

Miami Valley Communications Council

Electric Power Aggregation Operation and Governance Plan

For additional information contact Miami Valley Communications Council:

Jay Weiskircher, Executive Director

Phone: 937-424-1660

Email: jweiskircher@mvcc.net

Introduction

The Miami Valley Communications Council (“MVCC”) has developed this Plan of Operation and Governance on behalf of its member and affiliate communities regarding government aggregation of firm, full requirements power supply electric for its consumers (the “Plan” or “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating consumers.

MVCC was formed in 1975 as a council of governments according to chapter 167 of the Ohio Revised Code. MVCC has acted as an agent for its members and affiliate communities to monitor, regulate and administer common cable television franchise agreements, manage the operation of the council’s cable access television channels, and develop and implement intergovernmental projects. The council is governed by a policy-making body consisting of delegates representing member cities. The council also has affiliate agreements with 24 other Miami Valley cities.

Now MVCC communities wish to proceed jointly to authorize MVCC to perform as their agent for development and administration of the Aggregation Program. Current communities expressing an interest in electric aggregation are Centerville, Germantown, Kettering, West Carrollton, Trotwood, Brookville, Englewood, Xenia, Miamisburg, Moraine, Huber Heights, Union, Clayton, Riverside, Troy, Eaton Fairborn, and Monroe. The Program may add other communities and thereby combine additional residential and small commercial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer can decline to be a member of the aggregation program and remain with the AES (Local Utility) standard offer of service or to enter into a service contract with any competitive retail electric supplier.

The MVCC communities have passed the necessary ordinances to place the issue of electric governmental aggregation on the ballot. Voters in each community approved electric aggregation and the community decided to utilize MVCC and the following Plan outlined below. This Plan will not be adopted until two public hearings are held in accordance with Section 4928.20(C) of the Ohio Revised Code.

Process

This Plan allows municipalities to join as either an opt-in municipality (“OIM”) or an opt-out municipality (“OOM”).

If a community joins the Program as an OIM, that community’s eligible residential and small business customers in the authorized areas shall receive an offer letter setting forth

the rates, terms, and conditions of the program. To participate the eligible residential and small business customers must affirmatively enroll in the Program by a specific deadline described in the offer letter.

If a community elects to become an OOM, all eligible residential and small business customers in the authorized areas of MVCC are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the MVCC electric governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters. The voters approved opt-out aggregation in each community and the community decided to join the MVCC Program.

In addition to each community joining the MVCC program, it is also required to comply with various PUCO regulations. As required by PUCO regulations MVCC will file an application with the PUCO for certification as a Government Aggregator after MVCC approves this Plan. As required by regulations, MVCC advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

MVCC anticipates selection of a Provider after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an opt-out notice for the MVCC Program will be sent to all eligible electric customers in MVCC's OOM communities setting forth the rates, terms, and conditions of the program. This notice will provide potential Aggregation participants at least 21 days to return an opt-out card or other similar notice.

Contract

The focus of the MVCC Aggregation Program, as noted above, will be the acquisition of competitive prices and terms for power supply. The prices will be set through a competitive process and fully disclosed in either opt-in or opt-out consumer material provided to the potential consumer participants. Each Aggregation consumer shall be individually bound by the terms and conditions found in either the opt-out notice or opt-in letter and the Contract. Each Aggregation participant shall be solely responsible for payment and performance. Said charges shall take the form of either a fixed price or a price representing a percentage or price below the electric distribution utility's ("EDU") avoidable costs ("Avoidable") or Price to compare ("PTC"). These charges will also be available by calling the Provider's toll-free customer service telephone number.

MVCC Program's Retail Electric Generation Provider shall meet each of the following requirements:

- Has sufficient power supplies arranged and structure in place to provide retail firm power to the Members.

- Has a Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Registered as a generation supplier with the EDU prior to flowing power to Members.
- Has appropriate Transmission Service agreement(s) in place to serve the Members.
- Has or has arranged for an Electronic Data Interchange computer network that is capable of handling MVCC's Members requirements with the EDU.
- Has the ability to educate Members on the MVCC Aggregation Program.
- Has or has arranged for a call center capable of handling MVCC's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service inquiries and potential complaints related to the MVCC Program.
- Will hold MVCC financially harmless from any financial obligations arising from supplying power to the Members.
- Satisfies the EDU's and MVCC's credit requirements.
- Will assist the MVCC group and its consultant in filing reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.

Definitions

To clarify certain terminology, the following terms shall have the meanings set forth below:

“Aggregation Program” or “Program” means the program developed by MVCC, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide eligible residential and small business consumers with retail electric generation services.

“Government Aggregator” means Miami Valley Communications Council using its legislative authority to act as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

“Member” or “Aggregation Participant” means a person or consumer enrolled in the MVCC Program for competitive retail electric services.

“Retail Electric Generation Provider” (“Provider”) means an entity certified by the Public Utilities Commission of Ohio (“PUCO”) to provide competitive retail electric service(s), and which is chosen by MVCC to be the entity responsible to provide the required service related to Government Aggregation as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

“Competitive Retail Electric Service” (“CRES”) means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

Governmental Aggregation Services

The Aggregation Program is designed to reduce the amount participating consumers pay for electric energy, and to gain other favorable economic and non-economic benefits from Ohio's competitive retail electric market. The Aggregation Program achieves the favorable benefits by combining the electric loads of residential customers and small commercial consumers into a buying group ("Aggregation Group"). MVCC will not buy and resell power but will represent consumers interests as a purchasing agent ("Purchasing Agent") for the Aggregation Group. This means that MVCC will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of eligible residential and small commercial consumers in the MVCC municipalities to: 1) select a Retail Electric Generation Provider ("Provider") to supply the Aggregation Group; 2) negotiate the terms of supply between the Provider and each Aggregation participant; and 3) oversee the enrollment procedures administered by the Provider.

Provider

MVCC will use its Provider to perform and manage aggregation services for its Members. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide MVCC or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to MVCC or its authorized consultant within 30 days. The Provider must have local and/or a toll-free number for Members to call.

Database

The MVCC will provide a letter to the Provider authorizing the Provider to obtain the list of eligible customers from the local utility and will be relying on the EDU to provide an accurate list of eligible customers. The consultant and Provider will use that list and remove customer records that have returned opt-out forms, are Percentage of Income Payment Plan (PIPP) customers or are ineligible due to being a mercantile customer.

The Provider will build and maintain a database of all Members. The database will include all necessary information for the Provider and MVCC to serve the Aggregation. This information includes but is not limited to the name, address, account number or other EDU identifying number(s), and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated

and provided to MVCC and/or its consultant at least every quarter. Accordingly, the Provider will implement a process to accommodate at Members that: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter or opt-into the Program; 3) relocate within eligible areas within the boundaries of MVCC member communities; and 4) move into the MVCC member communities boundaries and desire to enter or opt-in to the Program. This database shall also be capable of removing PIPP customers from the Program, should that be necessary, and those who have opted out. The Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member generation supply bills.

Member Education

The Provider will develop, with the assistance of MVCC and its authorized consultant, a retail electric competition consumer educational program that generally explains the Aggregation Program to its Members. The program will, when practical, provide consumer education messages that are consist with the Aggregation Program designed purpose, provide updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to MVCC or the Provider.

Customer Service

The Provider will provide the customer service process that, at a minimum, will accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will, at a minimum, include a description of how telephone inquiries will be overseen (either internally or externally), how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

Billing

MVCC will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, the EDU will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, MVCC may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

Credit and Deposit Policies

Collection and credit procedures remain the responsibility of the EDU, the Provider, and the individual Member. Members are required to remit and comply with the payment terms

of the Local Utility. This Program will not be responsible for late or no payment on the part of any of its members. MVCC will have no separate credit or deposit policy.

Customer Service Procedures & Dispute Resolution

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the EDU. The EDU continues to read meters, handle billing, and generally have the most information about a customer's account. Questions regarding the Program administration should go to the consultant, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

Compliance Process

The Provider will have internal controls and processes that ensure the MVCC remains in good standing as a Government Aggregator and that it complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. The Provider will deliver periodic reports to MVCC and its consultant that will include at a minimum (i) the number of Members participating in the Program; and (ii) savings estimates or increase from the previous year's baseline. The Provider will also develop a process to monitor and provide notification to MVCC of any changes in laws, rules, or regulations.

Notification to EDU

In MVCC's OOM potential Aggregation participants that do not opt-out of the Aggregation Group will be enrolled automatically in the Aggregation Program. Such Members in the Aggregation Group will not be asked to take other affirmative steps to be included in the Group. In MVCC's OIM, potential Aggregation participants must affirmatively enroll in the Program to join the Aggregation Program. To the extent that the EDU requires notification of participation, MVCC will coordinate with its Provider to provide such notice to the EDU. The Provider will inform the EDU of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

Opt-Out Activation of Service

In an MVCC OOM, all eligible electric customers in the MVCC Program shall be sent a notice that provides 21 days to opt out of the Program. All eligible customers who do not opt out will be automatically enrolled in the Program. During this opt-out period eligible consumers may opt-out of MVCC's Aggregation Group without fees charged by the Provider or MVCC. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

Opt-In Municipalities Activation of Service

After an offer letter is sent to eligible electric customers in the OIM the potential Aggregation Participant shall have 21 days to affirmatively enroll in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

Changes, Extension or Renewal of Service

At least every three years all consumers eligible to participate in MVCC's Program in an OOM will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer. At least every three years consumers eligible to participate in MVCC's Program in an OIM will be given an opportunity to re-enroll, and reasonable notice will be provided as required by law and PUCO rules.

Termination of Service

If the Contract is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Contract is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the EDU's Standard Service Offer upon termination.

Opt-In Procedures

Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of MVCC shall retain their participant status.

Opt-out Outside Enrollment Period

Members who switch to a different generation supplier after the expiration of the Opt-out period or affirmatively enrolling will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.

MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The MVCC municipalities shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. MVCC shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. MVCC will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. MVCC will require the Provider to maintain either a toll-free telephone number, or a telephone number that is local to MVCC Program Members.

Liability

MVCC shall not be liable to Members in the Aggregation Group for any claims whatsoever arising out of the aggregation program or the provision of aggregation services by MVCC or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

Availability of Plan of Operation and Governance

Copies of this plan are available from MVCC free of charge. Contact the MVCC office at 937-438-8887, for a copy or for more information.

Consumer Right to Contact PUCO and Ohio Consumers Counsel

Any electric customer, including any participant in the MVCC Electric Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider. The PUCO may be reached toll free at 1-800-686-7826. The PUCO may be reached at 1-800-686-1570 for all TDD/TYY calls. The Ohio Consumers' Counsel may be reached at 1-877-742-5622.

Appendix A -- Education Process

The Provider will develop an educational program in conjunction with MVCC. Its purpose will be to explain the aggregation program to MVCC Members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each eligible consumer within the MVCC OOM limits will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with MVCC to provide opportunities for educating eligible MVCC consumers about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and MVCC will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. For MVCC OOM, the opt-out opportunity will be provided to the Members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

Nov __, 2022

DRAFT

Dear _____ Resident/Small Commercial Customer,

Miami Valley Communications Council is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where your community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Your community voters approved this program in May 2003.

After researching competitive electricity pricing options for you, MVCC has chosen _____ to provide you with electric generation through _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your electricity supplies will be priced at _____ or approximately _____ below your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100 then _____ to estimate your savings per KWH. Multiply that number by your total monthly usage to determine how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the MVCC electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – _____ – you have until _____ to return the attached “opt-out” form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. You can leave the program at any time.

After you become a participant in this governmental aggregation program, your local electric distribution utility will send you a notice confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with _____ within seven days of its postmark. To remain in MVCC’s governmental aggregation program, you do not need to take any action when this letter arrives.

Your local electric distribution utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility that includes with your _____ charges included. The only thing you will notice is savings.

If you have any questions, please call _____ toll-free at 1-866-XXX-XXXX, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

DRAFT

To receive these savings, you do not have to do anything.

If you **do not** want to participate in the MVCC electric governmental aggregation program, Return the opt-out form in by the deadline date listed.

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.	OR	Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.
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Account #

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Service address (City, state, and Zip): _____

Phone number: _____

Account holder's signature: _____

Date: _____

Opt Out Deadline Date:

Mail by _____, 2022 to MVCC Electric Governmental Aggregation Program,

Nov __, 2022

(OIM)DRAFT

Dear _____ Resident/Small Commercial Customer,

Miami Valley Communications Council is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where your community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Your community voters approved this program in May 2003.

After researching competitive electricity pricing options for you, MVCC has chosen _____ to provide you with electric generation through _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your electricity supplies will be priced at _____ or approximately _____ below your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100 then _____ to estimate your savings per KWH. Multiply that number by your total monthly usage to determine how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the MVCC electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, do nothing. If you would like to join the program, you must return the attached “opt-in” form by _____, 2022. You will receive a notice at least every three years asking if you wish to remain in the program. You can leave the program at any time.

After you become a participant in this governmental aggregation program, your local electric distribution utility will send you a notice confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with _____ within seven days of its postmark. To remain in MVCC’s governmental aggregation program, you do not need to take any action when this letter arrives.

Your local electric distribution utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility that includes with your _____ charges included. The only thing you will notice is savings.

If you have any questions, please call _____ toll-free at 1-866-XXX--XXXX, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Miami Valley Communication Council

(OIM) DRAFT

To receive these savings, please return this completed form by _____, 2022.

residents in MVCC Electric Governmental Aggregation Program.

<p>Opt in Complete the form below and save.</p> <p>If you want to participate in this program and save, you need to return this form.</p>		
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A horizontal number line with 15 tick marks, labeled from 0 to 14. The line is used for plotting the frequency of each number from the data set.

Service address (City, state, and

Zip): _____

Phone number:

Account holder's signature:

Date: _____

Opt In Deadline Date:

Mail by _____, 2022 to MVCC Electric Governmental Aggregation Program,

Appendix B --- Customer Service Plan

A. Member Access:

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

_____ **Corporation**

Address: _____

City: _____, _____

Toll-free telephone number: 1- _____

Hours: _____

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

B. Member Complaints:

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer when the complaint is made directly to the Provider; or
 - b. The consumer and The PUCO Staff ("Commission Staff") when a complaint is referred to the Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, the Provider shall provide status reports to the consumer and MVCC, or if applicable, to the consumer, MVCC, the MVCC consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. Provider shall inform the Member, or the Member, MVCC, MVCC consultant and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, MVCC, the MVCC consultant, or Commission Staff may request the report in writing.

4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. The provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.
5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints and shall provide such records to the Commission Staff within five calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. The provider shall arrange for the EDU or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of the EDU and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
 - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
 - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
 - d. For Member-generators with net metering contracts, a statement of the net metered generation;
 - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
 - f. An identification of the provider of each service appearing on the bill;
 - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.

2. The due date for payment to keep the account current. Such due date shall be no less than:
 - a. Fourteen days after the postmark date on the bill for residential Member and Twenty-one days after the postmark date or the bill for nonresidential Members;
 - b. Current balance of the account if a residential Member is billed according to a budget plan;
 - c. Options and instructions on how Members may make their payments;
 - d. For each provider, whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
 - f. The AES Ohio or other EDU 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.
3. If applicable, Provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
5. MVCC and the Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor Provider, will implement additional policies with respect to credit, deposits, and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider and return the Member to the EDU's Standard Service Offer.

RESOLUTION NO. 3005

A RESOLUTION TO APPOINT A CHARTER REVIEW COMMISSION PURSUANT TO ARTICLE VII, SECTION 10, OF THE CHARTER OF THE CITY OF MIAMISBURG.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The following are hereby appointed to serve on the Charter Review Commission pursuant to Article VII, Section 10 of the Charter of the City of Miamisburg:

David Best
Wayne Gilkison
Starr Markworth
Carissa Ross
Eric Witt

Section 2.

The Charter Review Commission shall report their findings to the Council on or before the 18th day of July, 2023.

Section 3.

This measure shall take effect and be in force from and after its passage.

Passed: March 7, 2023

Attested Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle L. Collins
Michelle L. Collins, Mayor

RESOLUTION NO. 3006

A RESOLUTION TO APPOINT A MEMBER TO THE MOUND DEVELOPMENT CORPORATION BOARD OF THE CITY OF MIAMISBURG.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The following individual is hereby appointed to the Mound Development Corporation:

Jim Van Tassel Technical THROUGH 12/31/24

Section 2.

All resolutions inconsistent herewith are hereby repealed.

Section 3.

This measure shall take effect and be in force from and after its passage.

Passed: March 21, 2023

Attested: Kim Combs

Kim Combs, Clerk of Council

Approved: Michelle L. Collins

Michelle L. Collins, Mayor

RESOLUTION NO. 3007

A RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY OF MIAMISBURG TO EXECUTE PARTICIPATION FORMS RELATED TO THE NEW NATIONAL OPIOID SETTLEMENTS WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART.

WHEREAS, the City of Miamisburg, Ohio (hereinafter referred to as "the City") is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the opioid pharmaceutical supply chain; and

WHEREAS, the State of Ohio, through its attorney general, and certain local governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold opioid pharmaceutical supply chain participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its governor and attorney general, and its local governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, five new proposed national opioid settlements have been reached with Teva, Allergan, CVS, Walgreens, and Walmart; and

WHEREAS, the City must execute and submit Participation Forms for each settlement by April 18, 2023, to participate in the settlement process; and

WHEREAS, Council desires to participate in the proposed settlement process.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1:

That City Council hereby accepts the terms and conditions of the Participation Forms attached hereto as Exhibit A.

Section 2:

That the City Manager on behalf of the City of Miamisburg is hereby authorized to take all steps necessary to accept, agree, and execute the Participation Forms.

Section 3:

This measure shall take effect and be in force from and after its passage.

Passed: April 4, 2023

Attested: _____

Kim Combs
Kim Combs, Clerk of Council

Approved: _____

Mayor Michelle L. Collins
Michelle L. Collins, Mayor

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Miamisburg city, OH
Reference Number: CL-389624

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Ohio is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Consistent with the previously entered settlements involving Cardinal Health, AmerisourceBergen, the McKesson Corporation, and Johnson & Johnson/Janssen, proceeds from any settlement entered into with any of the five companies identified in this letter will be allocated and distributed in accordance with the OneOhio Memorandum of Understanding, a copy of which can be found at <https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Exhibit-8-2021.07.28-One-Ohio-Memorandum-of-Understanding.pdf>.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Ohio Attorney General's Help Center at 800.555.2350.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Miamisburg city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Miamisburg city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.
12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Miamisburg city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Miamisburg city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Miamisburg city	State: OH
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NO. 3008

A RESOLUTION AUTHORIZING THE CITY OF MIAMISBURG TO ACCEPT 2023-2024 DRUG USE PREVENTION GRANT IN THE AMOUNT OF \$23,964.

WHEREAS, the Miamisburg City Council is committed to the welfare of the City of Miamisburg and wishes to promote the welfare of children through the continuation of the D.A.R.E. Program which is taught in the Miamisburg City Schools; and

WHEREAS, the Ohio Attorney General's Office wishes to enhance the welfare of Ohio's children by providing a significant pool of grant dollars to allow local governments to continue to teach the D.A.R.E. Program in the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERE TO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized and directed on behalf of the City of Miamisburg to accept the grant under the Ohio Attorney General's Office, 2023-2024 Drug Use Prevention Grant for the 2023-2024 school year in the amount of \$23,964.

Section 2.

The City Manager is hereby authorized to execute grant agreements and provide such information as may be requested by the Ohio Attorney General's Office.

Section 3.

This measure shall take effect and be in force from and after its passage.

Passed : June 6, 2023

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

RESOLUTION NO. 3009

A RESOLUTION TO ACCEPT MONTGOMERY COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FY 2023.

WHEREAS, the City of Miamisburg (City) applies annually for Community Development Block Grant (CDBG) funds through Montgomery County; and,

WHEREAS, federal criteria require CDBG funds to benefit low-to-moderate income households; and,

WHEREAS, the City proposes to use CDBG funds to improve housing conditions for low-to-moderate income households through Phase VI of the Owner-Occupied Home Rehabilitation Program; and,

WHEREAS, the City requested a total CDBG allocation of \$100,000 for this purpose; and,

WHEREAS, the City committed a total local match of \$25,000 for this purpose; and,

WHEREAS, the City Manager submitted applications for FY 2023 CDBG funds in response to an expedited application process by Montgomery County which did not allow sufficient time for City Council to pre-emptively authorize acceptance of these grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to accept grant funds in an amount not to exceed \$100,000 and to execute contracts related thereto and provide such information as may be requested by Montgomery County or the CDBG program for the projects as set forth in Exhibit A which is attached hereto.

Section 2.

This measure shall take effect and be in force from and after its passage.

Passed: August 15, 2023

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins

Michelle L. Collins, Mayor

EXHIBIT A

FY 2023 CDBG GRANT APPLICATION SUMMARY

<u>Project</u>	<u>Description</u>	<u>CDBG Request</u>	<u>Local Match</u>	<u>Total Project Cost</u>
Owner-Occupied Home Rehabilitation Program	Provides LMI households with basic home repairs and handicap accessibility improvements.	\$100,000	\$25,000	\$125,000

RESOLUTION NO. 3010

A RESOLUTION APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE MIAMI VALLEY COMMUNICATIONS COUNCIL NATURAL GAS AGGREGATION PROGRAM, FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING A NATURAL GAS PROGRAM

WHEREAS, this Council enacted legislation authorizing the City to establish a natural gas aggregation program pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Programs") for the residents, businesses, and other natural gas consumers in the City, and for that purpose, to act jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Miami Communications Council ("MVCC"), the city will be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of natural gas deregulation through group purchasing efforts; and

WHEREAS, this Council pursuant to Section 4929.26, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the MVCC natural gas aggregation programs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

It is hereby found and determined that this Council held two (2) public hearings, with the first hearing taking place on the 18th day of July 2023 at 6 pm, and the second hearing taking place on the 1st day of August 2023 at 6 pm, with each hearing meeting the necessary notice requirements as set forth in Section 4929.26, Ohio Revised Code.

Section 2.

This Council hereby approves and adopts the Plan of Operation and Governance of the MVCC natural gas aggregation program to this Council and on file with the Clerk, with a copy of said Plan attached substantially similar form as Exhibit "B."

Section 3.

This Council hereby joins MVCC to act jointly with other members and affiliate political subdivisions for the acquisition and aggregation of natural gas supply.

Section 4.

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any committees that resulted

in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5.

This Resolution shall become effective immediately upon its passage.

Passed: August 15, 2023

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

Exhibit B

**Miami Valley
Communication Council**

**Amended
Natural Gas Aggregation
Operation and Governance
Plan**

For additional information contact Miami Valley Communications Council:

Jay Weiskircher, Executive Director

Phone: 937-424-1660

Email: jweiskircher@mvcc.net

Introduction

The Miami Valley Communications Council (“MVCC”) has developed this Plan of Operation and Governance on behalf of its member and affiliate communities regarding government aggregation of firm, full requirements power supply of natural gas for its consumers (the “Plan” or “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating consumers.

MVCC was formed in 1975 as a council of governments according to chapter 167 of the Ohio Revised Code. MVCC has acted as an agent for its members and affiliate communities to monitor, regulate and administer common cable television franchise agreements, manage the operation of the council’s cable access television channels, and develop and implement intergovernmental projects. The council is governed by a policy-making body consisting of delegates representing member cities. The council also has affiliate agreements with 24 other Miami Valley cities.

Now MVCC communities wish to proceed jointly to authorize MVCC to perform as their agent for development and administration of the Aggregation Program. Current communities expressing an interest in natural gas aggregation are Centerville, Germantown, Kettering, West Carrollton, Trotwood, Brookville, Englewood, Xenia, Miamisburg, Moraine, Huber Heights, Union, Clayton, Riverside, Troy, Eaton, Fairborn, and Monroe. The Program may add other communities and thereby combine additional residential and small commercial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer can decline to be a member of the aggregation program and remain with Centerpoint’s (Local Utility) standard choice offer pricing or enter into a supply contract with any competitive retail natural gas service (CRNGS) supplier.

The MVCC communities have passed the necessary ordinances to place the issue of natural gas governmental aggregation on the ballot. Voters in each community approved natural gas aggregation and the community decided to utilize MVCC and the following Plan outlined below. This Plan will not be adopted until two public hearings are held in accordance with Section 4928.20(C) of the Ohio Revised Code.

Process

This Plan allows municipalities to join as either an opt-in municipality (“OIM”) or an opt-out municipality (“OOM”).

If a community joins the Program as an OIM, that community’s eligible residential and small business customers in the authorized areas shall receive an offer letter setting forth the rates, terms, and conditions of the program. To participate the eligible residential and

small business customers must affirmatively enroll in the Program by a specific deadline described in the offer letter.

If a community elects to become an OOM, all eligible residential and small business customers in the authorized areas of MVCC are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the MVCC natural gas governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters. The voters approved opt-out aggregation in each community and the community decided to join the MVCC Program.

In addition to each community joining the MVCC program, it is also required to comply with various PUCO regulations. As required by PUCO regulations MVCC will file an application with the PUCO for certification as a Government Aggregator after MVCC approves this Plan. As required by regulations, MVCC advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

MVCC anticipates selection of a Provider after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an opt-out notice for the MVCC Program will be sent to all eligible natural gas customers in MVCC's OOM communities setting forth the rates, terms, and conditions of the program. This notice will provide potential Aggregation participants with at least 21 days to return an opt-out card or other similar notice.

MVCC Aggregation Program

The purpose of the aggregation program is to reduce the amount consumers pay for natural gas. MVCC will not buy and resell natural gas for the participants of the program. Instead, MVCC will work with its energy consultant to competitively bid and negotiate a contract with a CRNGS to provide natural gas to the members of the aggregation program.

MVCC will obtain the list of customers within its boundaries from Centerpoint or other natural gas distribution utility, either by zip code or by method provided by the utility. MVCC will have its CRNGS cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, and any other excludable consumers, and only those who live within the jurisdictional boundaries of MVCC communities. MVCC will then have its CRNGS send an opt-out notice to each eligible customer which discloses the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform potential customers that they may opt-out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt-out. Customers who opt-out of MVCC's aggregation program during this initial notification period will continue to receive SCO supplies until the customer chooses an alternative CRNGS or chooses to opt-in to the aggregation program later.

Operation

Existing MVCC staff, the program energy consultant and the CRNGS will provide all necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support.

Funding

The primary expenses associated with operating this program are printing and mailing cost of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs upfront, MVCC expects to embed its fees into the chosen CRNGS rates offered to potential program participants.

Notification of Customers

All eligible customers in an MVCC municipality will receive opt-out information in the mail. MVCC will adhere to all eligibility requirements of R.C. 4929.26. Essentially, eligible customers cannot be under contract to buy natural gas from an alternate CRNGS or a mercantile customer.

The opt-out notice shall clearly inform customers of the offered rate, and that they have the right to opt-out of MVCC's aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The opt-out notice will fully describe how to opt-out. After the completion of the opt-out process, the residents who did not opt out will be included in MVCC's aggregation program.

Customer opt-out

Customers may opt-out of MVCC aggregation program at no charge within the twenty-one-day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will continue to receive SCO supplies through Centerpoint. MVCC will offer the twenty-one-day period during which customers can opt-out of the aggregation program without charge at least every two years pursuant to state law.

Customer opt-in and Refresh Mailings

MVCC intends on having its supplier allow customers who move into or within MVCC's municipalities to opt into MVCC's aggregation program by calling and voluntarily signing up with the supplier. MVCC will strive to provide these new customers with a similar rate to those already participating in the aggregation. Additionally, MVCC's supplier may obtain a refreshed customer list from Centerpoint approximately every six

months. MVCC's supplier may then send aggregation information to newly eligible customers identified on the refresher list. Whether this information is in opt-in or opt-out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place; a twenty-one day opt-out will occur in the manner described above.

Disputes

The procedure for handling complaints will be in accordance with the rules set by the PUCO and managed by the CRNGS. Dispute resolution provisions will also be in accordance with PUCO regulations. The opt-out package will contain the telephone numbers and websites for the PUCO and the Ohio Consumers Counsel, as well as the supplier's toll-free number.

MVCC's supplier will maintain this toll-free number for all customer related questions and complaints. MVCC shall require that the personnel assigned to answer these calls are trained and provided the knowledge specific to MVCC's program.

Termination of natural gas supply program

The natural gas supply program may be terminated at the expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated.

In either event, the aggregation pool customers will return to Centerpoint unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply service under MVCC aggregation program will receive notification of the termination of the program before termination.

Rates

MVCC shall authorize its energy program consultant to receive proposals on its behalf from CRNGS using a competitive selection process. Bidders will provide pricing offers such as a fixed price, floating price, a percent off rate, or a combination of the above. If consumers have the option of choosing between fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. MVCC will decide which pricing structure(s), to offer based on the bids received, and an analysis of the current and projected market status as well as the bids received.

Billing and Payment

MVCC will continue to have Centerpoint invoice customers using an itemized format approved by the PUCO. MVCC will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If MVCC's

supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

Centerpoint will continue to deliver the natural gas purchased on MVCC's aggregation program through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or gas odor should continue to contact Centerpoint. Meter readings and other billing questions should also continue to be directed to Centerpoint.

Questions or concerns regarding the aggregation program should be directed to the CRNGS or MVCC.

Question or Concern	Contact	Telephone Number
Gas Odor or leaks	Centerpoint Energy	1-800-227-1376
Turn on or off gas service	Centerpoint Energy	1-800-227-1376
Billing Disputes	Centerpoint Energy	1-800-227-1376
Enroll or opt-out of program	CRNGS	1-800-XXX-XXXX
Program Questions or Concerns	CRNGS	1-800-XXX-XXXX
Unresolved Disputes	Public Utilities Commission of Ohio	1-800-686-7826 (voice) 1-800-686-1750 (TDD)
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622 or occ@occ.state.oh.us

Liability

MVCC shall not be liable to Members in the Aggregation Group for any claims whatsoever arising out of the aggregation program or the provision of aggregation services by the MVCC or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

Copies of Plan

Copies of this plan are available from MVCC free of charge. Contact the MVCC office at 937-438-8887, for a copy or for more information.

Consumer Right to Contact PUCO

Any natural gas customer, including any participant in The MVCC Natural Gas Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider, or CGO. The PUCO may be reached toll free at 1-800-686-7826. The PUCO may be reached at 1-800-686-1570 for all TDD/TYY calls. The Ohio Consumers' Counsel may be reached at 1-877-742-5622.

RESOLUTION NO. 3011

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

The Council of the City of Miamisburg, Montgomery County, Ohio met in regular session on the 19th day of September 2023, at the Office of City Council with the following members present:

Councilmembers Beachler, Colvin, Nestor, McCabe, Nicholas, Stalder and Thacker

Jim Nicholas moved the adoption of the following Resolution No.3011

WHEREAS: The Budget Commission of Montgomery County, Ohio, has certified its action thereon to this Board, together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1:

The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and

Section 2:

There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows: (Schedule A and Schedule B)

City of Miamisburg - Tax Year 2023/2024

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount Approved By Budget Commission Inside 10 M. Limitation	Amount To Be Derived From Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate To Be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
City of Miamisburg - Tax Year 2023/2024	Column I	Column II	III	IV
General Fund K46.....	1,437,779	438,111	3.00	0.90
General Fund K46-1.....	15,050		2.32	
General Fund K45-3.....	2,294		2.25	
General Fund K45-4.....	35		1.46	
Miami Conservancy Fund.....		63,283		0.13
TOTAL	1,455,158	501,394		

City of Miamisburg - Tax Year 2023/2024

SCHEDULE B LEVIES OUTSIDE 10 MILL LIMITATION Carry to Sch A			
FUND	Maximum Rate Authorized To Be Levied	County Auditor's Estimate Of Yield Of Levy (Carry To Sch A Column II)	
GENERAL FUND:			
K46, K46-1, K45-3, K45-4			
Charter/Current Expense Levy authorized by voters 00/00/77 for a CONT period of time	0.90	438,111	
SPECIAL LEVIES:			
Conservancy Levy authorized by voters 00/00/18 for a CONT period of time	0.13	63,283	

Section 3:

That the Clerk of the Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Steve Beachler seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Steve Beachler,

Ryan Colvin,

Mike McCabe,

Jeff Nestor ,

Tom Nicholas,

John Stalder,

Sarah Thacker,

Section 4.

This measure shall take effect and be in force from and after the earliest period allowed by law.

Passed: September 19, 2023

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins

Michelle L. Collins, Mayor

I hereby certify that the above is a true and correct copy of Resolution No. 3011 adopted by the Council of the City of Miamisburg, Ohio on September 19, 2023.

Date

9/20/2023

Kim Combs

Kim Combs, Clerk of Council

RESOLUTION NO. 3012

A RESOLUTION AUTHORIZING THE CITY OF MIAMISBURG TO APPLY FOR AND UPON AWARD ACCEPT STATE OF OHIO LAND WATER CONSERVATION FUND GRANT FUNDS ON BEHALF OF THE CITY OF MIAMISBURG FOR THE CONSTRUCTION OF IMPROVEMENTS ASSOCIATED WITH THE SYCAMORE TRAILS PARK IMPROVEMENT PROJECT.

WHEREAS, the Miamisburg City Council is committed to the welfare of the City of Miamisburg and wishes to provide a vibrant parks system for the community; and

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources implements the Land Water Conservation Fund grant program; and

WHEREAS, the Land Water Conservation Fund is a federally funded program administered by the state in cooperation with the National Park Service; and

WHEREAS, the City of Miamisburg seeks financial assistance under the Land Water Conservation Fund; and

WHEREAS, the City will apply for 2023 Land Water Conservation Fund dollars to support the Sycamore Trails Park Improvement Project. Utilizing funds for improvements such as the paved multi-modal trail network and sports courts in the park; and

WHEREAS, the City of Miamisburg has authorized the project within the FY 2023 budget and supplemented through the 2024 budget process in the total project amount of \$9,300,000. The elements of the grant application include the paved multi-modal trail network and sports courts area which is estimated to be \$2,850,370 of the total project cost.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized and directed on behalf of the City of Miamisburg to submit a grant application under the Ohio Department of Natural Resources Land Water Conservation Fund Grant Program, in the amount not to exceed \$500,000, for the project listed in Exhibit A.

Section 2.

The City Manager is hereby authorized to execute a grant agreement or other necessary documents, forms or to otherwise provide such information as may be requested by the Ohio Department of Natural Resources in the acceptance, administration and fulfillment of this grant.

Section 3.

This measure shall take effect and be in full force from and after its passage.

Passed: November 7, 2023

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved:

Mayor Michelle Collins
Michelle L. Collins, Mayor

Exhibit A
Ohio Department of Natural Resources
LAND WATER CONSERVATION FUND GRANT

Sycamore Trails Park Improvement Project Elements

Paved Multi-Modal Trail Network \$462,670 est.
Sports Courts Recreational Amenities \$2,387,700 est.

<u>Project Description</u>	<u>Grant Funds</u>	<u>Local Funds</u>	<u>Total</u>
Land Water Conservation Fund	\$500,000 (17.5%)	\$2,350,370* (82.5%)	\$2,850,370 (100%)
		*estimated	

RESOLUTION NO. 3013

A RESOLUTION ACCEPTING FUNDS FROM THE MIAMISBURG COMMUNITY FOUNDATION RAISED FROM ITS BUILDING OUR COMMUNITY CAMPAIGN TO ASSIST WITH FUNDS IN CONNECTION WITH THE RIVERFRONT IMPROVEMENT PROJECT AND THE SYCAMORE TRAILS IMPROVEMENT PROJECT.

WHEREAS, the Miamisburg Community Foundation is raising funds to support improvement projects within Riverfront Park and Sycamore Trails Park; and

WHEREAS, the Miamisburg Community Foundation desires to donate funds raised to the City of Miamisburg; and

WHEREAS, City Council desires to accept said funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO – THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

City Council hereby accepts the funds from the Miamisburg Community Foundation.

Section 2.

The City of Miamisburg hereby agrees to recognize, via signage or other designation, donors, donations, corporations or grants as necessary to fulfill fundraising obligations and commitments.

Section 3.

This measure shall take effect and be in force from and after its passage.

Passed: November 7, 2023

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

RESOLUTION NO. 3014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE CITY OF MIAMISBURG, OHIO FOR THE SUPPLEMENTAL DESIGN LOAN FOR WATER TREATMENT FACILITY WELLS NO. 14 AND 15; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

WHEREAS, the City of Miamisburg, Ohio seeks to upgrade its existing water facilities; and

WHEREAS, the City of Miamisburg intends to apply for Water Supply Revolving Loan Account (WSRLA) for the planning, design and/or construction of water facilities; and

WHEREAS, the Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the supplemental design loan for Water Treatment Facility production wells 14 and 15 on behalf of the City of Miamisburg, Ohio.

Section 2.

The dedicated source of repayment will be revenue from users of the City's water and sewer system.

Section 3.

This measure shall take effect and be in force from and after its passage.

Passed: December 19, 2023

Attested: Kim Combs

Kim Combs, Clerk of Council

Approved: Mayor Michelle L. Collins

Michelle L. Collins, Mayor

RESOLUTION NO. 3015

A RESOLUTION TO APPOINT MEMBERS TO THE VARIOUS BOARDS AND COMMISSIONS OF THE CITY OF MIAMISBURG.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The following individual is hereby appointed to the Board of Revision and Assessments:

Tom Croskey	TWO YEARS	THROUGH 12/31/25
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Section 2.

The following individuals are hereby appointed to the Board of Zoning, Building and Housing Appeals:

Dan Brown	TWO YEARS	THROUGH 12/31/25
Chris Butcher	TWO YEARS	THROUGH 12/31/25
Frank Fritsch	TWO YEARS	THROUGH 12/31/25

Section 3.

The following individuals are hereby appointed to the Citizens Urban Forestry Advisory Board:

Jim Bornhorst	TWO YEARS	THROUGH 12/31/25
Rusty Leifheit	TWO YEARS	THROUGH 12/31/25
Carole Ouderkirk	TWO YEARS	THROUGH 12/31/25
Amy Ratcliffe	TWO YEARS	THROUGH 12/31/25

Section 4.

The following individuals are hereby appointed to the Civil Service Commission:

Steve Case	TWO YEARS	THROUGH 12/31/25
Jason Hartley	TWO YEARS	THROUGH 12/31/25
Carissa Ross	TWO YEARS	THROUGH 12/31/25
Keith Bassinger	ONE YEAR	THROUGH 12/31/24

Section 5.

The following individuals are hereby appointed to the DORA. Board:

Aleah Macy	TWO YEARS	THROUGH 12/31/25
Zac Philpot	TWO YEARS	THROUGH 12/31/25
Patti Thompson	TWO YEARS	THROUGH 12/31/25

Section 6.

The following individuals are hereby appointed to the Downtown Miamisburg, Inc. Board:

Clint Morton	TWO YEARS	THROUGH 12/31/25	Finance/Banking
Dan Foley	TWO YEARS	THROUGH 12/31/25	Regional Political Leadership
Vacant	TWO YEARS	THROUGH 12/31/25	Downtown Merchant

Section 7.

The following individual is hereby appointed to the Hillgrove Union Cemetery:

Eric Flasher	ONE YEAR	THROUGH 12/31/24
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Section 8.

The following individual is hereby appointed to the Mound Development Corporation:

Niels Winther	TWO YEARS	THROUGH 12/31/25
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Section 9

The following individuals are hereby appointed to the Municipal Trust Fund Finance Committee:

David Glotfelter	TWO YEARS	THROUGH 12/31/25
Shon Myers	TWO YEARS	THROUGH 12/31/25
Brenda Wehmer	TWO YEARS	THROUGH 12/31/25

Section 10.

The following individuals are hereby appointed to the Parks and Recreation Advisory Commission:

Andy Alford	TWO YEARS	THROUGH 12/31/25
Megan Cole	TWO YEARS	THROUGH 12/31/25
Dustin Strutton	TWO YEARS	THROUGH 12/31/25

Section 11.

The following individuals are hereby appointed to the Planning Commission:

Tim Finney	TWO YEARS	THROUGH 12/31/25
Vanessa Glotfelter	TWO YEARS	THROUGH 12/31/25
Ron Mahan	TWO YEARS	THROUGH 12/31/25

Section 12.

The following individuals are hereby appointed to the Sidewalk, Curb and Gutter Board:

Greg Merrill	TWO YEARS	THROUGH 12/31/25
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Section 13.

The members and alternate member to the Miami Valley Communications Council are hereby appointed as follows:

Michelle Collins	MEMBER
Sarah Thacker	MEMBER
Steve Beachler	ALTERNATE MEMBER

Section 14.

The member and alternate member to the Miami Valley Regional Planning Commission are hereby appointed as follows:

Michelle Collins	MEMBER
Ryan Colvin	ALTERNATE MEMBER

Section 15.

The member and alternate member to the Miami Valley Regional Planning Commission's Lower Great Miami Basin Council are hereby appointed as follows:

Sarah Thacker	MEMBER
Valerie Griffin	ALTERNATE MEMBER

Section 16.

All resolutions inconsistent herewith are hereby repealed.

Section 17.

This measure shall take effect and be in force from and after its passage.

Passed: December 19, 2023 Attested: 
Kim Combs, Clerk of Council

Approved: 
Michelle L. Collins, Mayor