Whitehouse

March 7, 2024

Meeting Notice
Village Council Meeting As
A Committee of the Whole
March 12, 2024
6:30 p.m.

The Whitehouse Village Council is encouraging citizens to consider accessing public meetings remotely. You may do so by phone at 1-567-318-0438. You will then be prompted to press the following Meeting ID 960287013#. You may also access the meeting online by going to the Village website at www.whitehouseoh.gov and clicking on the link from the home page, please make sure you mute your microphone.

Notice is hereby given that the Whitehouse Village Council will meet as a Committee of the Whole on Tuesday, March 12, 2024 at 6:30 p.m.

AGENDA

I. Call to Order

II. Roll Call

III. Review and Approval of the February 13, 2024, Committee of the Whole Meeting Minutes

IV. Citizen Comments on Committee of the Whole Agenda Items

V. **Finance**
  A. Targeted Revenue Enhancement Proposal
    1. **Supporting Information** – Proposal from Kleinfelder Group (Exhibit A). Detailed presentation to take place during meeting.
  B. Discussion on Electric Aggregation Options
    1. **Supporting Information** –Supporting Information (Exhibit B)
  C. Continued Open Discussion on Revenue Options (Ongoing Agenda Item)
    1. **Supporting Information** – None

VI. General
  A. Continued Discussion of Survey Purpose and Questions/Content
    1. **Supporting Information** – None

VII. Citizen Comments

VIII. Consider Other Business as Appropriate Under the Village Charter

IX. Adjourn

Village of Whitehouse
Village Council Meeting As A
Committee of the Whole
Village Hall, Whitehouse, OH
6:30pm February 13th, 2024

CALL TO ORDER – ROLL CALL
Meeting called to order at 6:30pm by President of Council Louann Artiaga.

Council Members Present: Dave Riggenbach, Carrie Tuohy, Steve Fine, Steve Connelly, Larry Yunker and President of Council Louann Artiaga

Council Members Absent: None

Staff Present: Administrator Jordan Daugherty, Deputy Administrator Joshua Hartbarger, Fire Chief Jason Francis, Public Works Director Steve Pilcher, Council Clerk Nicole Hartbarger, Mayor Richard Bingham

Guests Present: Chuck Kethel, Bruce Robertson, Wendy Gehring, Timothy Pedro, Karen Gerhardinger (online)

Motion by Councilman Dave Riggenbach, seconded by Councilman Larry Yunker to approve the minutes of the January 9th, 2024 Committee of the Whole meeting. 6 ayes

CITIZEN COMMENTS ON COMMITTEE OF THE WHOLE AGENDA ITEMS
Council President Artiaga asked if there were any citizen comments to be made regarding the agenda items. There were none.

FINANCE
ALS Contract
Administrator Daugherty asked for Deputy Administrator Hartbarger to start out by giving a history on the ALS Contract – he was Fire Chief during the time these discussions began. Hartbarger stated that this is a long time coming - about 7 years of discussion on reform/change/what's going to happen with ALS in Lucas County. A lot of questions like how sustainable is the current ALS system that we have, what do we actually want it to look like going forward – these were discussed with all Lucas County fire chiefs. Hartbarger shared that there were good portions of contract and system previously, then some portions that were counterproductive to provide good care to the residents. The discussion quickly changed to Lucas County saying why don't the fire departments just handle their own ALS. From there, many ideas and discussions occurred to get to where we are now with the new/updated contract. First idea was to divide up entirely the contract money which would not have benefitted Whitehouse as much as it would other locales; the contract offer now has been updated to a fair offer – as good as we're going to get.

Hartbarger asked Fire Chief Francis to add additional/current insight. Chief Francis shared there are 13 departments along with the Lucas County Commissioner that have been in discussions to get the current contract being decided upon. Chief Francis commented that ALS is not EMS in general - all this contract does is stipulate ALS ambulances going to the scene of emergencies. With Waterville/Whitehouse/Providence being in same region, it has been decided that Waterville and Whitehouse will respond to Providence with ALS required responses. Chief Francis believes this is a good contract though we are losing about half of the current $804k.

Administrator Daugherty commented that how do you agree to a contract that cuts revenue in half – it's a valid question. He says we have done all the negotiating we can and are getting as good as we absolutely could. He stated the recent organizational change has allowed us to make the way for the new ALS requirements to be upheld in the village – new contract allows for one paramedic and one EMT-Basic where old contract was two paramedics, organizational change fiscally allows for this set up going forward. He reiterated that this is not something that we/Whitehouse/Administration initiated. Daugherty stated that we were hoping for parts of the current county system and keep what you like, fix what you don't – this never worked out with the county discussions. But now, we will be able to be more tailored services.

Some questions and discussions from Council members:

- Councilwoman Artiaga asked prior to this new contract, we had LS9 – what has changed to warrant Waterville sharing in that revenue where it was all Whitehouse expense and revenue before. Deputy Administrator Hartbarger commented that the newly formed Co-Op is driving the shared revenue, it is now a collaborative approach due to the co-op contract. He did confirm that the previous LS9 contract could be pulled at any moment; the new contract will have at least a 90 days notification built in. He also shared that prior to this new contract LS9 could be called to respond anywhere in Lucas County – now it is more tailored to just our region. Hartbarger commented that giving Waterville some of the revenue will only help us here in Whitehouse as we all need ALS coverage going forward. Chief Francis commented that with the contract we are only required to have one ALS ambulance, but due to staffing updates, we will actually have two; he said this is the same with Waterville, we will be able to deploy 4 going forward.
- Councilman Riggenbach asked how much training do we need to see from Waterville to get up to the same level as Whitehouse paramedics, since Whitehouse housed the Life Squad up to this point. Chief Francis confirmed they do already have the same capabilities currently with their trained paramedics. Riggenbach also asked if we are receiving any assets. Chief Francis confirmed Whitehouse will receive one Life Squad ambulance, cardiac monitors, cot, load system, stair chair, auto CPR device - Waterville will be getting their own assets from the county. Councilman Riggenbach asked if there will be an increase to billing revenue. Chief Francis informed that we do soft billing from Whitehouse directly, if not paid by person transported it does go to insurance company – will be billed by whoever transports between Whitehouse and Waterville.
- Councilman Fine thanked all for the great explanations – he is asking for confirmation on the two ALS units, will those both be dispatchable under new system. Chief Francis confirms yes, dispatch will be able to decipher the Paramedic or Basic ambulances and dispatch accordingly.
- Councilman Yunker confirmed that there will be two ALS squads and we currently have two medic units on Whitehouse fire side - are we planning to phase one out. Chief Francis says that initially there will be all three in service, only two will be ALS capable to save on costs. Yunker is also asking to confirm on supplies - in past

several things/supplies we've got through Lucas County including drug refills, etc. Chief Francis confirms that yes we will now be responsible for all of that separately.

- Councilwoman Artiaga asked to confirm if there is a date when they want a signature/agreement for the County to help decide when Council needs to act/pass legislation. Administrator Daugherty stated they are to get this fully completed next month.
- Councilman Fine stated that the contract is clear on standards for response times, but asked what if we don't meet the standard, are both Waterville and Whitehouse responsible. Deputy Administrator Hartbarger confirmed that only the entity that failed to establish the response time numbers is held responsible.
- Councilwoman Artiaga commented on response times, now that St Lukes is closed – is there now a new determination on where the ambulance should go. Chief Francis stated that the closest, most appropriate hospital based on the call and it is up to the paramedics judgement with getting them to the best location for their current situation. With this, Hartbarger clarified it is response time in question which is time of dispatch to time on scene.
- Councilwoman Artiaga asked what action Admin is looking for from council this evening. Administrator Daugherty stated that Admin is ready to go - asking the Committee to recommend to council for approval if they are ready.

Motion by Councilman Riggenbach, seconded by Councilman Fine to approve the reviewed ALS contract and recommend to Council for signing and approval as written. 6 ayes

Revenue Source Review

Administrator Daugherty shared that the provided information to review is the same format in general that has been used for the last few years. He commented that the general fund is primary funder for most municipal services – the village is not allowed to go into deficit fund balances per auditor requirements. He goes on to explain the five year snap shot – top is break out of revenue, shows what percent of general fund line item is represented. A lot are trending on average increases but shows a good view of where funds come from. He shared that the services that are provided through the general fund are listed in the format, 60% safety services. Daugherty commented that a lot of times he is asked what a transfer is – general fund, funds general departments but also only fund that can go outside and fund special revenue or enterprise funds. Historically, the general fund has supplemented Life Squad 9 and streets, without the Whitehouse Income Tax these two areas would be chronically run in the red. He shared that the heart of this supporting information is looking at the bottom left box, there is a slightly positive look when looking at beginning for 2024; a larger carry over from 2023 than anyone predicted – split between two things: 1) spent less than 91% of appropriated funds and 2) changed investment approach – village is allowed to invest in T-bills/federal government sponsored items, Star Ohio which is a big state portfolio with low risk low returns, and standard banking with different interest rates. This past year T-bills did really well and the village made some changes with our bank. Have not seen anything like this for about 14 or so years.

Some questions and discussions from Council members:

- Councilwoman Artiaga asked how much better off projected we are now than a year ago. Administrator Daugherty shared that we are about $700-$800k better projected.
- Administrator Daugherty commented that we need to seal that good news in, because the trend does not change with expenses/spending going up, overall projection does not change – it was a good year but it is not sustainable to not use the money that is

appropriated as we have done recently – we will need new revenue stream intervention.

- Councilwoman Artiaga asked if there is a projection on loss of revenue from Ardagh, Life Squad 9, dispatch increases, etc. Administrator Daugherty commented that it is far north of $1M in just the general fund. Councilwoman Artiaga commented that this is a huge number and details that we need to include in our education to the public as all of those increases and loss of funds occurred.
- Administrator Daugherty commented that it is very hard to accurately estimate projections past two years. There can be an upcoming market and legal correction with income taxes, these things are impossible to predict.
- Councilman Fine commented that he wants to commend the staff for managing expenses so well, the uptick is not all out of our control, it is because staff worked so hard to solve problems.
- Councilwoman Artiaga commented that it seems we now have a little more time, maybe a year. Do we need to be in a hurry to determine what we are going to put on the ballot in November considering the fact the school is putting on a levy, etc. – should we take the bit of extra time we've been granted and deep dive into a resident survey, find out what residents are willing to support, what cuts are appropriate and what we are not willing to cut, etc. She asked, do we want to be competing for taxpayer dollars – gives us time to educate the public.
- Councilman Connelly agrees, he feels we do have some time, mood is already a little sour, economic outlook is not great especially with supercharged emotions with it being a presidential election as well. He asked, do we take this time dial in the survey to figure out what people want then with a fresh slate next year figure out the next step.
- Councilman Yunker commented that a deficit isn't projected until 2027, but with increase in tax or revenue, it'll take a year before we even see the effect of that projection/increase. He asked about the comment 'likely going away' next to fire contracts – what is that. Administrator Daugherty shared this is Swanton Twp fire contract – it will be a conversation on do we want to continue this – comment is there to keep it on the radar that it might be going away.
- Councilwoman Artiaga asked what action tonight from the Committee. Administrator Daugherty said that from the Admin perspective, and him looking at this for 17 years, his recommendation is that council be in lock step that they will take action on something in the future but take the next year to get out there, door to door, campaign for more funds, get people interested, get the word out while it's not under the guise of 'urgent'. Include more education, townhalls, etc. He agrees with previous comments that currently lots of competition for taxpayer funds, volatile time right now, and we have another year.
- Councilwoman Artiaga asked do we want this to be a continuing topic for Committee of the Whole – how to implement somethings like survey, education, revenue ideas, etc. All of council agreed with this and this will be a topic on the Committee of the Whole agenda going forward.

GENERAL

Review and Discussion of Proposed Survey Questions

Councilman Riggenbach started the discussion with his opinion on the resident survey, as much as we would like to have open text questions, he feels we would have higher response rate with multiple choice and yes/no questions – being able to complete in 5 minutes or less.

Councilman Fine commented that he does think multiple choice is great, but feels we need some specific question that require open response. Councilman Connelly agreed it could be a mix of both, yes/no questions with an open area to 'share more here'. Councilwoman Tuohy shared that we don't want people viewing it as homework and not wanting to take the time to respond.

Councilman Connelly shared that he is very comfortable drafting and helping figure out balance of questions. He did this type of market research for 20 years. He also suggested we can ask if they want to be followed up with/contacted. He thinks it would make sense to come up with a few versions of what this survey could look like, then take a few meetings to dial it down and make final decisions.

Councilwoman Artiaga commented that we need to shorten the list of questions down a bit as to not overwhelm. Councilman Fine commented that maybe we need to focus on what we want to learn before focusing on questions specifically. Councilwoman Artiaga stated that we need to be very cautious in how questions are worded – do not want to be viewed as soliciting answers and trying to lean them in one direction or the other. Councilman Fine asked do we want to just ask questions or do we want to educate as well. Artiaga commented that she thinks we can do both, in 2009 council members went door to door seeking answers from residents – this could maybe be a way to educate the public at the same time. She also asked how do we want to go about collecting responses.

Administrator Daugherty commented that there are several things we'd like to accomplish, but priority should be resident engagement. Education is going to take a year – getting feedback or a sample of feedback will be a challenge as well. If anything, it is to encourage engagement with all residents.

Councilwoman Artiaga asked Mayor Bingham for any comments on items that have been discussed during the meeting so far. Mayor Bingham commented that he fully supports the ALS contract, it is as good as we're going to get – there is good and bad – it is a three year contract, we can say we're done or the county can too. The equipment we are getting is older and may need to be replaced – this burden is now on Whitehouse. But he agrees, we need to move forward. Mayor Bingham commented that on the revenue discussion – with the $700k revenue cushion we have timing is everything, this next year is critical for community engagement. He said the survey is critical, need to find out information – but it will also focus on engagement as Administrator Daugherty mentioned. Bingham wants to start the engagement now and continue it all year.
Councilwoman Artiaga asked how we want to proceed for survey questions going forward - continue at Committee of the Whole, get draft completed, etc. Council commented that we need to get a draft completed, the sooner the better. Artiaga commented that she will defer to Mayor Bingham to accept volunteers or appoint them as he sees fit for the survey creation.

At this time Councilwoman Artiaga said a quick welcome and thank you to Tim Pedro, Mayor of Waterville, for joining our meeting.

CITIZEN COMMENTS
Council President Artiaga asked if there were any general citizen comments to be made.

Tim Pedro, Waterville Mayor – 514 Cedar Lane, Waterville: Mayor Pedro offered his opinion as the Waterville mayor and experience with conducting surveys that 5-10 questions should be plenty. He shared that engagement is key, as has been discussed. He shared that he and Mayor Bingham talk frequently – he is here to say he enjoys our neighbors in Whitehouse. The City of Waterville and the Mayor is pleased to be here and support Whitehouse as needed. Mayor Pedro commented that he has no agenda other than to say how supportive Waterville is and looks forward to continuing to be a team. Councilman Fine asked Mayor Pedro of any visions for the region that we can be working on. Pedro commented that the school system is the anchor of our communities – Western Lucas County is one of the areas with the opportunity for the most development. He commented that our number one trading partner – Canada - is working its way down – more and more traffic coming to the region from east, west and south.

Wendy Gehring – 6746 Pelton Drive: Sharing that Tuesday, February 27th is the job fair at the school. Brewing with the Chamber upcoming, there will be a school levy discussion with Amy Barret and Herman – Feb 28th.

OTHER BUSINESS
Council President Artiaga asked for comments on other business from all Committee of the Whole members.

Councilwoman Artiaga commented that Council and staff should have received an email from Rebecca Conklin Kleiboemer regarding a donation to the child and family abuse prevention center. Artiaga asking for confirmation on formalized charity giving currently – is there small budget for donations. Administrator Daugherty confirmed $7,500 was approved for community support – if the scholarship is done this year $1,000 would come out of that total. Artiaga asked do we get a lot of chartable requests typically. Daugherty said there is no norm, and we do not always get any, no requests last year. Councilwoman Artiaga commented that she is very familiar with this organization and the work they do – suggesting a smaller donation up front and maybe more toward the end of the year. Council agrees. Look to decide on amount at next council meeting.

ADJOURNMENT
Motion by Councilwoman Artiaga, seconded by Councilwoman Tuohy to adjourn the meeting at 7:57pm. 6 ayes.

Respectfully submitted by Nicole Hartbarger, Clerk of Council

WHITEHOUSE · OHIO

OFFICE OF ADMINISTRATION

Jordan D. Daugherty, CAO
Municipal Administrator

To: Whitehouse Mayor and Council Members

From: Jordan Daugherty, Municipal Administrator

Date: March 7, 2024

Re: March 12, 2024 Committee of the Whole Meeting

There are four (4) topics slated for discussion at our next Committee meeting, two (2) of which are new items. The first of the new items is a presentation and discussion on a new revenue approach proposal. I have been in discussion with the Kleinfelder Group on how to find new targeted revenue, particularly public grant/set-aside state and federal funding. During the meeting, I will introduce the presentation with a summary of our past economic development work and thinking behind the proposed work. We will then hear a presentation of this proposed new approach.

The second new item is a presentation and discussion on government electric aggregation. The goal here is for the Committee to decide if it wants to give Whitehouse voters the opportunity to receive cheaper electric rates through government aggregated purchasing. The first step in doing this is to take formal action to put the issue on the November 2024 ballot. This action alone does not result in cheaper aggregated services. Assuming the ballot issue passes, Council will then need to choose a vendor (e.g., AEP, Northwest, etc.) who will manage and recommend the electric service provider. Once this is done, all electric accounts within the Village will automatically receive the bid rate. Though this is an automatic "opt-in", account holders will have the option to "opt-out" (see attached example from Northwest/City of Toledo). Ultimately, electric aggregation would provide Whitehouse electric account holders with options to lower their electric bills. Of course, I will provide greater detail during our discussion on Tuesday.

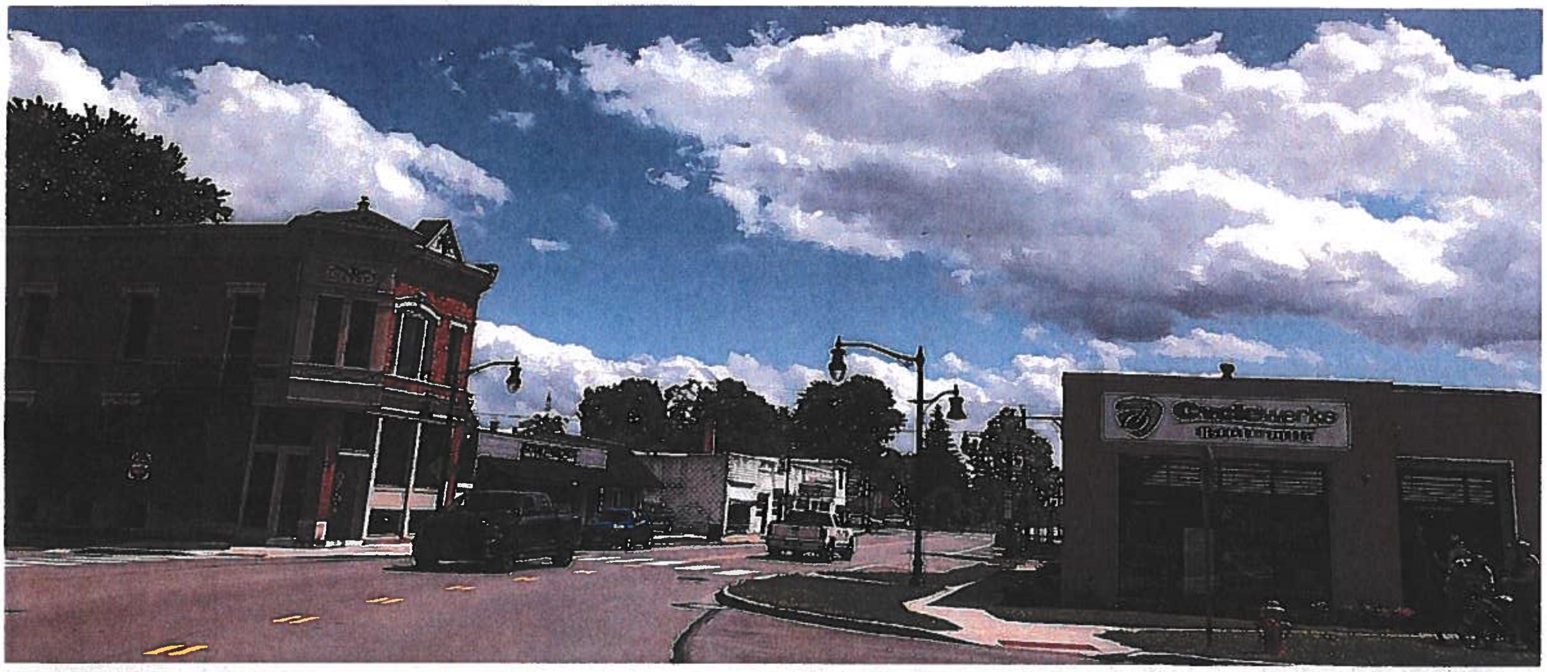
The two (2) old business items include a) continued discussion on revenue issues and b) continued discussion on the Village survey purpose and content. Given that these items are old business, no supplementary information is included in the packet.

Please feel free to reach out in advance of our meeting should you have any questions or needs.

Respectfully,

Jordan D. Daugherty

6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571 . 419-877-5383
www.whitehouseoh.gov . jdaugherty@whitehouseoh.gov



Village of Whitehouse, Ohio

Statement of Qualifications/Proposal to Provide:

GRANT / LOAN PROJECT FINANCING SERVICES

November 16, 2023

KLEINFELDER
Bright People. Right Solutions.

Exhibit A

KLEINFELDER
Bright People. Right Solutions.

November 16, 2023

Mr. Jordan Daugherty
Village Administrator
Village of Whitehouse
6925 Providence Street
Whitehouse, Ohio 43571

Re: Grant/Loan Project - Financing Services

Dear Mr. Daugherty:

Thank you for the opportunity to discuss this new and adventurous approach that the Village wishes to undertake. We understand that the Administration wants to more aggressively pursue grants and low interest loans to finance key projects and initiatives as determined by the Village.

Submitted for your review is our proposed Scope of Services and Fee Summary. In addition, we have included background information on the team who you would be working with, our firm overview,and samples of past project funding examples.

Upon your review, if you have any questions please do not hesitate to contact our office.

Sincerely,

KLEINFELDER

Gregory N. Telecky, PE
Client Account Manager III

1168 N. Main St., Bowling Green, OH 43402 p | 419.352.7237

A ORGANIZATION CHART

Whitehouse
1864

CLIENT REPRESENTATIVE

Greg N. Telecky, PE
Client Account Manager III

PROJECT MANAGER (PM)

Jamie B. Grant
Economic Development Manager

FUNDING

Paul Henrion
Federal Funding

Michelle Hister
Local Government Funding

Paulette Mills
Recreational Funding

Robert Desmond, PE
Transportation Funding

PLANNING

Lauren Falcone, AICP
Community Planning

Paul Tecpanecatl, AICP
Community Housing

B | SCOPE OF SERVICES / FEE SUMMARY

Scope of Services for Grant/Loan Project Financing Services

Thank you for the opportunity to discuss how Kleinfelder can assist the Village of Whitehouse with grant and loan project financing services. After multiple discussions between our two organizations, we understand that the Village of Whitehouse desires to have Kleinfelder serve as their in-house Grant/Loan Project Financing Department. This would be a new position with the intent to create the successful pursuit of grant and low-interest loan funding to finance multiple projects that the Village deems important and desirous.

We believe our diverse team of experienced professionals will bring a comprehensive approach to this effort and will deliver cost effective, responsive, and demonstrated value to implementing the priorities of Village leadership.

Kleinfelder proposes supporting the Village through a **five-phase approach**:

1. **Targets**
2. **Planning**
3. **Detailed Funding Strategies**
4. **Annual Program Monitoring**
5. **Interacting and Reporting**

Each of these categories are described in more detail as follows:

1. Targets

Kleinfelder proposes working with the Village to first identify and prioritize the Village's needs, wants, and desires for various projects. This process will help Kleinfelder understand Village priorities and establish "targets" of focus.

Kleinfelder proposes scheduling two work sessions with Village Administration and Council to review the Village's objectives, identify targets, and make recommendations of the top five priorities the Village wants to pursue.

Following the work sessions, a written summary of findings will be prepared and categorized by areas of interest. Kleinfelder recommends meeting on a regular basis with Village representatives to implement target priorities moving forward.

2. Planning

Based on recommendations made during the Target phase, Kleinfelder recommends reviewing community planning documents to understand how those documents align with target priorities and the Village's funding pursuits and desires.

It has been our experience that successful implementation of community priorities require an alignment of priorities and planning and ultimately lead to competitive funding applications backed by organized planning activities and consensus building. Typical documents we would want to review would include or be similar to:

- Comprehensive Plans
- Economic Development Strategies
- Water and Sewer Master Plans
- Thoroughfare Master Plans
- Capital Improvements Plan

We would want to understand the current level of planning that has occurred within the Village and, if needed, we would propose updating the necessary planning documents to line up with established funding targets from phase one. If deemed necessary, Kleinfelder will prepare new planning documents for new target areas of focus.

Kleinfelder recommends discussing public input options with the Village for any planning update activities.

3. Detailed Funding Strategies

Following the Targets and Planning phases, we will have collectively determined specific projects the Village should pursue. Based on the priorities developed, Kleinfelder and the Village will determine detailed project funding strategies which typically include the following components:

- Summary of key issues
- Identification of possible funding programs
- Local match requirements and availability
- Identification of supporters
- Identification of possible project partners
- Initiation of discussions with funding agencies
- Completion of funding applications
- Post-award administration and project support

4. Annual Program Monitoring

There are funding programs, primarily State of Ohio programs, that solicit for projects on a yearly basis. Kleinfelder will develop a list of programs to pursue that align with Village priorities and seek input and approval from the Village. Kleinfelder will work with the Village to coordinate applications based on program timelines and submission dates. Programs from the following agencies would be proposed to be regularly monitored:

- TMACOG
- ODOT
- OEPA
- ODOD
- OPWC
- ODNR
- Federal Earmarks
- Capital Bill Requests

5. Interacting and Reporting

Kleinfelder proposes to interact with the Village as follows:

A. ***The Targets phase*** will include initial discussions with Village Administration and Council and will include ongoing discussions with the Village to monitor progress of existing priorities and strategize future priorities. Kleinfelder proposes conducting two Targets sessions and one meeting to review priority recommendations with the Administration and Council jointly. Meeting preparation (materials preparation, research, visual presentation materials, etc.) and follow up are included in the overall scope of this phase. Kleinfelder proposes including a mid-year review of Targets to determine the relevance of priorities and any adjustments that need to be made to the Village's approach.

B. ***The Planning phase*** will include a review of available documents with recommendations made from Kleinfelder to the Village once the review has been completed and an inventory of what information will need to be updated or new studies performed is presented.

C. ***Detailed Funding Strategies*** will be recommended, pursued, and monitored on an active basis. This work will involve the preparation and follow-up of specific funding applications in addition to interacting with funding agencies and project supporters.

D. ***Annual Program Monitoring*** will be an on-going activity for the Village based on funding awards secured, program application guidelines, and submission dates.

Kleinfelder will report to the Village Administration through on-going regularly planned meetings and provide regular updates to Council as needed with at least two to three times per year.

Fee Summary

Kleinfelder proposes to conduct Phase 1 and Phase 2 elements to build an understanding of Village priorities and opportunities, completing each previously described phase for the following flat fee:

Phase 1 – Targets $10,000 (includes meeting prep/travel/in-person meeting time/debrief for three Kleinfelder team members

Phase 2 – Planning $7,500 (includes two Teams meetings w/Administration/meeting pre/debrief and plan document review/summaries

Upon completion of Phase 1 and Phase 2, Kleinfelder would then recommend next steps for Phases 3 – 5 and the associated fees for each of the remaining phases:

Phase 3 – Detailed Funding Strategies: TBD

Phase 4 – Annual Program Monitoring: TBD

Phase 5 – Interaction and Reporting: TBD

C FIRM OVERVIEW

Kleinfelder is a leading engineering, construction management, design, and environmental professional services firm. Kleinfelder operates from over 105 office locations in the United States, Canada, and Australia.

Long-standing Technical Foundation

Established in 1961, we draw from a solid foundation of experience and thorough understanding of environmental, regulatory, economic, and civic conditions, to identify and address challenges with innovation and common-sense.

Connecting Great People to the Best Work

For our clients, this means leveraging our integrated network of industry experts across services, geographies, and markets to develop leading-edge solutions for projects of any size. Regardless of location, we quickly assemble and deploy the most appropriately qualified resources to safely deliver projects that exceed client expectations.

Partnership Throughout the Project Lifecycle

Using our multidisciplinary services, we collaborate with clients throughout the entire project lifecycle. Our understanding of each project phase allows us to develop innovative, cost-effective, and practical solutions that offer our clients increased flexibility, continuity, and coordination across all aspects of a project.

Kleinfelder's accomplished professionals deliver expertise in:

Design Engineering

- Bridge Engineering
- Control Systems - Instrumentation & Automation
- Civil Engineering
- Electrical Engineering
- Electrical Transmission & Distribution
- Mechanical Engineering
- Pavement Engineering
- Pipeline Engineering & Integrity Management
- Process Engineering
- Structural Engineering

Water Science & Engineering

- Stormwater Management
- Surface Water Planning & Analysis
- Wastewater Collection & Treatment
- Water Supply & Infrastructure Design

Planning

- Comprehensive/Master/Land Use Plans
- Downtown Plans
- Corridor Plans
- Transportation Plans
- Recreation Plans
- Neighborhood Plans
- Update of Zoning Code/Subdivision Regulations
- Historic Preservation Planning/ Design Review Ordinances Placement of Properties on the National Register
- Community Branding/Wayfinding

Architecture & Design

- Architecture
- Materials Management
- Urban Planning & Landscape Design

Construction Materials Engineering & Testing

- Construction Observation & Inspection
- Laboratory Testing
- Materials & Forensic Engineering

Environmental Sciences & Engineering

- Chemical Data Management
- Environmental Due Diligence
- Environmental Remediation
- Environmental Site Characterization
- Hydrogeology

Facility & Operations Compliance

- Air Quality
- Regulatory Compliance

Project Management

- Construction Management
- Constructability Review & CPM Scheduling
- Design-Build
- Project Controls
- Public & Community Relations

Geotechnical & Geologic Engineering

- Earthquake & Seismic Design
- Engineering Geology
- Foundation Design
- Geotechnical Engineering
- Retaining Walls
- Rock Engineering
- Trenchless Technology
- Tunnel Engineering

Risk Management

- Climate Change Vulnerability
- Infrastructure & Engineering Risk
- Process Safety Management
- Risk Assessment & Toxicology

Strategic Planning

- 3D Reality Capture
- Asset Management
- BIM & 3D Visualization
- Cultural Resources
- Environmental Planning & Permitting
- Geographic Information Systems
- Natural Resources

EQUIPMENT & FACILITIES

Kleinfelder's 33,000 s.f. Bowling Green, Ohio office houses personnel from each discipline that our team provides. This multi-disciplined nature allows our clients to deal with a single firm exclusively for numerous services and specialties.

Our firm utilizes AutoCAD, Revit and MicroStation software to produce design documents. GPS and Robotics equipment is used by the survey department, allowing the transfer of data to CADD programs. We stay current with new technology, software and computer upgrading, with state-of-the-art equipment and computer programs to analyze various system design components. Use of these programs reduces the time and effort required to prepare project specifications. In addition, staff are provided cellular phones with e-mail capability to expedite communication between the firm, the client and subconsultants. We use a number of cost and schedule control parameters, detailed software and graphs to monitor budgets and completion dates.

COMPUTER PROGRAMS

- AutoCAD Architecture, Structural, MEP, Sewer, Water
- REVIT Architecture, MEP, Structural 3-Dimensional Modeling (BIM)
- Micro-Station
- GeoPak
- AutoCAD Civil 3D
- Bentley: AutoPipe, SewerCAD, StormCAD, WaterCAD, WaterGem
- SWMM
- Adobe® Creative Suite
- Microsoft® Office Suite, WordPerfect® Office Suite
- ArcMap, ArcView®
- Relay Setting Software
- TurningPoint®
- EPANET2
- Pipe Flo
- Flow Master
- RC Pier
- VSAT
- PS Beam
- HEC-HMS, HEC-RAS
- SketchUp
- 3D Studio Max
- Merlin-Dash
- Piranesi
- Visual Lighting Calculation
- EDSA Paladin - Electrical Analysis

EQUIPMENT

- Stream Sampling
- Portable Flow Meters (9)
- Portable Rapid Sand Filter
- Particle Counters (6) (water treatment testing)
- Multi-Tech Pilot Unit with GAC
- Lab Services and Testing
- Portable Rain Gauges
- GPS Equipment/Robotics (4)
- Confined Space Entry Equipment
- Pitot Gauges (for hydrant flow testing)
- Portable Rapid Sand Filter
- Membrane Treatment
- Waste Buster Pilot
- Deionization Regeneration Equipment
- Electronic Traffic Turning Movement Counters
- Bio-Augmentation
- Pneumatic Traffic Counters/Classifiers
- Safety Equipment/Monitors
- 3D Laser Scanner
- Drone - Unmanned Aerial System (UAS) & Unmanned Aerial Vehicle (UAV)

as peer reviewers. This deep level of experience and credibility allows us to offer informed community planning advice and recommendations to our clients.

Kleinfelder is one of the few firms that maintains a high level of expertise regarding project financing. We do so because we believe so strongly in the link between planning and implementation. This unique service is the reason we maintain ongoing relationships with hundreds of local governments and businesses. Our implementation skills allow us to bridge our professional planning services with actual results.

Visioning/Planning

- Sustainable Planning and Design
- Community, Regional and Neighborhood Plans
- Economic Development Strategies/Comprehensive Economic Development Strategies (CEDS) for EDA funding
- Transportation Plans, Corridor Plans, Complete Streets
- Projects, Context-Sensitive Design Solutions
- Downtown Redevelopment Plans
- Market Strategies
- Land Use Plans
- Housing Development Plans/Strategies
- HUD Planning Documents: Consolidated Plans; Community Development Implementation Strategies (CDIS)
- Analyses of Impediments to Fair Housing
- Park/Recreation Master Plans
- Zoning and Subdivision Regulations
- Design Review and Urban Design Guidelines
- Financing and Economic Development Incentives (TIFs, SIDs/BIDs, Tax Abatement Programs)
- Revolving Loan Funds
- Cost/Benefit Analyses
- Housing Program Administration (CDBG, HOME, NSP, CoC, ESG), (loan processing, property inspection, work write-ups, lead-based paint risk assessments and clearances, and construction oversight)
- Historic Preservation (nominations to National Register, preservation ordinances, Section 106 reviews, tax credits)
- Neighborhood Development
- Wayfinding/Community Branding/Logo Design/Tagline Creation
- Planning Commission/Downtown Development
- Downtown Development Authorities (DDAs)- Retainer Services - Michigan
- Community/Project Marketing Brochures
- Project Development and Implementation
- Funding and Financing Strategies
- Website Audit, Design and Redesign

Implementation/Results

- Zoning and Subdivision Regulations including Form-Based Codes
- Design Review Guidelines
- Industrial Park Feasibility Studies and Design
- Project Financing and Grant Applications
- Housing Program Administration (loan processing, property inspection, work write-ups, lead-based paint risk assessments and clearances, construction oversight)
- Community Development Block Grant Program Administration and Project Development
- RFP's for Unique Development Projects
- Historic Preservation Projects
- Capital Improvement Programming
- Staff Support/Training
- Fiscal Impact and Cost/Benefit Analysis
- Downtown Revitalization Financing and Administration
- National Main Street Approach

D | PROJECT FUNDING

Kleinfelder's in-house grants and financing team has helped communities and organizations secure over a Billion dollars in grants and low interest loans. This number continues to grow. Our project development experts will be pleased to help identify funding opportunities and pursue support for your community or organization's capital improvement, planning, housing or economic development needs.

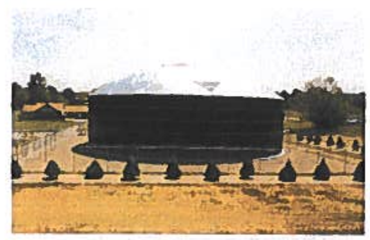
Funding Program Application & Administration Services

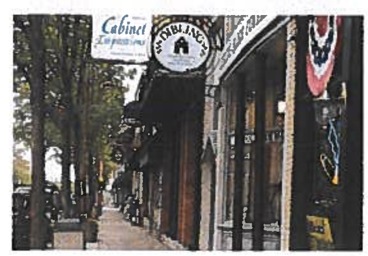
- Application Preparation
- Funding Agency Coordination
- Disbursement Requests
- Citizen Participation Activities (public hearings, etc.)
- Environmental Reviews
- Bid and Contract Document Reviews
- Recordkeeping and Bookkeeping Set-up
- File Monitoring and Closeout

Over $1.3 Billion in Grant and Low-Interest Loan Assistance

PROGRAM	Project Grants	Project Loans	Total
ODOT	$34,645,419		**$34,645,419**
State of Ohio ED	$50,427,837	$11,006,678	**$61,434,515**
EDA	$31,091,257	$1,000,000	**$32,091,257**
ODOD Energy Grants	$1,807,796		**$1,807,796**
LGIF/Collaboration Grants	$1,237,210		**$1,237,210**
OPWC	$96,861,234	$44,862,569	**$141,723,803**
USDA-RD	$31,410,100	$43,987,165	**$75,397,265**
ODNR	$194,939,591	$8,463,294	**$203,402,885**
OWDA	$500,000	$217,806,372	**$218,306,372**
CDBG Programs–CDBG-DT, CDBG-ED, Water/Sewer, CDBG-Formula, CHIP, RLF	$164,902,450	$14,072,463	**$178,974,913**
EPA	$33,430,821	$190,639,812	**$224,070,633**
Other Funding Programs	$140,809,222		**$140,809,222**
TOTAL	$ 782,062,937	$531,838,353	$1,313,901,290

Funding Through 2021





GRANTS/FINANCING ASSISTANCE EXPERIENCE

ODNR- Recreational Trail Program
- Village of Grafton
- City of Van Wert

ODNR- Clean Ohio Trail Fund
- Village of Grafton

ODNR- Land & Water Conservation Fund
- Village of Covington
- Village of Payne
- Village of Columbus Grove
- Village of Grafton

ODNR- NatureWorks
- Village of Whitehouse
- Village of Grafton
- Village of Walbridge
- Village of Bloomdale
- Village of Edgerton
- Village of New London
- Village of Swanton
- Village of Bradner
- Village of Covington
- Village of Lexington

OWDA- Application & Funding Administration
- Village of Creston
- Village of Delta
- Village of Deshler
- Village of Gibsonburg
- City of Wapakoneta

Ohio EPA- Stimulus Application Mgmt & Project Reporting
- Village of Whitehouse
- Village of Creston
- Village of Deshler
- Village of McComb
- Village of Mt. Gilead
- Village of Wellington
- Village of Woodville

Ohio EPA- Application & Funding Administration
- Village of Forest
- Village of Columbus Grove

OPWC- Application Mgmt & Funding Administration
- Village of Antwerp
- Village of Arcadia
- Village of Barnesville
- Village of Bellville
- Village of Bloomdale
- City of Bowling Green
- Village of Bradner
- Village of Castalia
- Village of Creston
- Village of DeGraff
- Village of Delta
- Village of Deshler
- Village of Edgerton
- Village of Elmore
- Village of Forest
- Village of Genoa
- Village of Gibsonburg
- Village of Grafton
- Village of Hamler
- Village of Hartford
- Village of Helena
- Village of Holland
- City of Huron
- Village of LaGrange
- Village of Liberty Center
- Liberty Township
- Village of McComb
- Village of Mount Gilead
- Village of New Lexington
- Village of New London
- Village of North Baltimore
- Northwestern Water and Sewer District
- Village of Oak Harbor
- City of Port Clinton
- Village of Put-In-Bay
- Village of Republic
- Village of Swanton
- City of Upper Sandusky
- Village of Wakeman
- Village of Walbridge
- Village of Wellington
- Village of Weston
- Village of Woodville

GRANTS/FINANCING ASSISTANCE EXPERIENCE

Ohio BUILDS Administered by Ohio Department of Development

- Village of Whitehouse Elevated Storage Tank
- Village of Oak Harbor SR 163 Waterline
- Village of Bettsville Wastewater Treatment Plant
- Village of Payne Plainfield Waterline
- Village of Sycamore Storm Sewer
- City of Bowling Green WTP Low Service Pump Station
- Village of Creston Factory Street Waterline
- Village of DeGraff WTP
- Village of LaGrange WWTP Raw Effluent & RAS Pump
- Village of McComb Storm Sewer
- Morrow County SoMoCo Construction
- Village of New Lexington
- Village of New London Avenue & Street Improvements
- Village of Put-in-Bay East Point & Ibis

CDBG Water & Sewer- Funding Administration & Reporting

- Village of Bradner
- Village of Columbus Grove
- Village of Deshler
- Village of Columbus Grove
- City of Fremont
- Village of Helena
- Village of LaFayette
- Stony Ridge/Lemoyne
- Village of Stryker

WSRLA - Application and Funding Administration

WPCLF - Application and Funding Administration

E KEY PERSONNEL

We have identified co-project managers who will bring different strengths to the project based on their planning experience. The team proposed for this project has worked together for over 25 years. Jamie Beier Grant will be the prime point of contact for this project.

Project Manager: Jamie Beier Grant, Economic Development Manager

Jamie N. Beier Grant is an Economic Development Manager with 25 years' experience working in the public and private sector at the local, regional, and national levels. Jamie specializes in assisting communities and clients with economic development planning, corporate site location, project financing, economic impact analysis, industrial, residential, and mixed-use site development, and workforce development. Throughout her career, she has supported $825 million in capital investment projects throughout Ohio that have leveraged more than $50 million in incentives for clients and communities.

Jamie has served as a Member of the Ohio Tax Credit Authority and has served in leadership and committee roles with the Northwest Ohio Regional Economic Development Association (NORED) and the Ohio Economic Development Association (OEDA). In addition, Jamie has been a member of various utility and economic development associations throughout the U.S. and regularly presents as an economic development subject matter expert.

She recently completed planning projects focusing on economic development planning in "edge" cities such as Lenawa County, MI SmartZone Industrial Site Development Plan, as well as plans for Strongsville, Waterville, and Circleville with her previous employer. During her tenure running Ottawa County, Ohio's local economic and workforce development agency, Jamie was instrumental in developing a Rapid Response Strategy for the Davis Besse Nuclear Power Station that was at risk for closure. As the county's largest employer and taxpayer, the risk for closure could have significantly impacted the local and regional economy. This Rapid Response Strategy included working with site leadership and union representatives on planning for transition of a skilled workforce, working with federal, state, and local government agencies, and site redevelopment.

Community Planning: Lauren O. Falcone, AICP, Department Manager - 28 Years at Kleinfelder

Lauren O. Falcone, AICP, Department Manager, has been providing clients with planning, economic development, and grant assistance during her tenure at Kleinfelder. She has worked on numerous planning projects across the State, specializing in comprehensive and downtown revitalization plans. She has also worked on neighborhood, economic development, recreation, and coastal access plans. Her planning work involves strong public input components, including key person interviews, surveys, Charrettes, and public meetings. Lauren bridges planning with results by providing technical assistance for local, state, and federal grant and loan programs, as well as economic development incentive programs. She specializes in CDBG programs assisting communities with infrastructure improvements and business/industry retention, expansion, and recruitment strategies. Lauren also has experience with financing for downtown improvements and economic development incentives, such as the Ohio Enterprise Zone and Community Reinvestment Area Programs. In addition, Lauren has been a speaker on various planning best practices and projects at local and state conferences sponsored by Ohio American Planning Association (APA), Heritage Ohio, and local planning/zoning organizations. She has also been a trainer for Michigan Economic Development Corporation for communities interested in the State's Redevelopment Ready program on economic development and market strategies. Lauren recently finished an Economic Development Strategy and Land Use Plan for Morrow County, a Comp Plan for Grafton, a Comp Plan for Holmes County/ Village of Millersburg, and a Wyandot County branding project. She is currently working on Comp Plans for the City of New Franklin, the City of Green, and the Village of Richfield. She would be involved in all phases of this planning project, with concentrations on research of existing reports/data, public input/engagement (steering committee meetings, workshops, surveys), implementation matrix, and report writing.

Community Housing: **Paul Z. Tecpanecatl, AICP**

Paul Z. Tecpanecatl, AICP, Department Director, has worked in the planning and community development field for over 35 years, with a strong background of service in the private, public, and nonprofit sectors. His experience includes neighborhood, city, and regional planning; organizational strategic plan development; housing and neighborhood revitalization strategies; administration of HUD programs; historic preservation planning; Section 106 reviews; and zoning/land use regulation work.

Paul previously held senior level management positions in other organizations, administering over $12 million in federal funds annually as Housing Commissioner for the City of Toledo, drafting the City's Historic Preservation Ordinance as Planner for the Toledo-Lucas County Plan Commissions, and serving as Executive Director of the NorthRiver Development Corporation, where he and the organization were recognized with the prestigious Preservation Honor Award by the National Trust for Historic Preservation in 1987. His extensive experience assisting clients in targeting CDBG funds to achieve identified community goals combined with his broad planning background make him a valuable member on this team. Paul recently completed three planning studies funded by the State's Local Government Innovation Fund Program: the Miami-Erie Canal Collaborative Development/Tourism Plan; the Adams County Economic Development/Tourism Plan; and the Northern Miami County Trail Development/Tourism Plan. All of these planning studies included extensive public outreach activities. Paul recently finished a re-write of the City of Orrville's and City of Fremont's Zoning Codes, a Four County (Huron, Ottawa, Sandusky, and Seneca) Workforce and Economic Development Strategy, a community-wide visioning project in Worthington, a community needs assessment for the Fort McKinley Neighborhood in Harrison Township located northwest of Dayton, and a Comp Plan in Lexington. He recently finished up a Land Use Plan in Morrow County, a Comp Plan in Holmes County and is working on a Comp Plan in the City of New Franklin and the City of Green and updating zoning codes in Creston, Elmore, and Grafton. He would be involved in all phases of this planning project, with concentrations on research of existing reports/data, public input/engagement (steering committee meetings, workshops, surveys), implementation matrix, and report writing.

Federal Funding: **Paula Henrion, Project Professional**

As Project Professional, Paula Henrion assists clients in pursuing project funding through State and Local funding opportunities, over the past 20+ years she has assisted clients in securing more than $32 million dollars in federal grant funds with specific expertise in the U.S. Department of Commerce, Economic Development Administration (EDA) funding. Paula's EDA grant experience includes writing and managing more than 22 successful grant applications - working with clients from project development through final close out as well as assisting clients with the federal GPRA reporting requirements. This includes working closely with environmental regulatory agencies in meeting NEPA requirements and achieving agency concurrence for construction of the projects. Additional responsibilities include preparing economic development strategies for communities, assisting with regional CEDS development, preparing local economic development corridor studies and assisting with workforce development studies.

Additionally, she assists clients in researching, preparing, and presenting water distribution, wastewater collection and storm water studies; construction project funding scenarios; water, sewer and storm sewer utility rate analyses; Storm Water Management Plans and MS4 compliance; special assessments, extension and assessment policies and fee schedules. Paula also works directly with clients throughout the State of Ohio, Michigan, and Nevada in the developing infrastructure projects related to economic development and provides funding assistance recommendations. Additionally, she assists the project development team in coordination of multi-discipline federally funded project. Her unique background in civil and architectural related construction projects and working in Water Resource Planning for more than 28 years along with her funding expertise allows a full project perspective in assisting clients.

Local Government Funding: **Michelle Hister, Senior Administrative Specialist**

Michelle Hister has been with Kleinfelder since 1997 and assists clients with project fund development. She is an application coordinator for several funding programs. In addition, Michelle serves as client liaison with several of these agencies and provides administrative support, including disbursement assistance, status reporting, recordkeeping, file monitoring and closeout procedures.

Michelle's organization and efficiency has made her a significant contributor to the success of the firm's grants and financing efforts. Over the past few years, she managed the submission of forty-five (45) ODNR, NatureWorks, Land & Water Conservation, and COTF/RTP; more than 100 OPWC; and other funding applications. She played a major role in assisting clients pursue Economic Stimulus funds, which resulted in $44 million of project funding.

Recreational Funding: **Paulette Mills, Client Account Manager**

As a Client Relations Representative for the firm since 2002, Paulette Mills works with current and prospective client communities and companies to identify future opportunities for our firm and assure that clients are satisfied with the progress of current projects. She is also involved in the preparation of various proposals for new projects with existing clients and in response to RFP's from existing and prospective clients. Paulette's experience prior to joining the firm includes Public Information Officer for the City of Toledo and Marketing Director/Rebuild Toledo Coordinator for Neighborhood Housing Services of Toledo. She has also held positions as a marketing coordinator/ business manager and communications coordinator.

Transportation Funding: **Robert P. Desmond, PE, Civil Engineer**

Robert "Bob" Desmond is a Civil Engineer with Kleinfelder's Transportation Department. Bob assists the Project Managers/Engineers in project design and development from preliminary stages through construction documents. His expertise includes road widening and resurfacing, road reconstruction, street drainage, sidewalk improvements, bridges, retaining walls, drainage structures, recreational trails, and sanitary sewer systems. Bob communicates well with clients and understands and interprets standards accurately and effectively.

Outlined Steps to Aggregate:

1. Pass ordinance declaring desire to put aggregation on the ballot
    a. Council to pass Aggregation Ordinance
    b. File ballot language with the County Board of Elections no later than 4 p.m. 90 days prior to the election
2. Majority of voters must approve the ballot initiative
3. Develop "Governance Plan" and hold public hearings on the adoption of governance plan
    a. 2x public hearings (can be on same day)
    b. Public hearings must be advertised (See *Note below)
4. Pass ordinance adopting governance plan
5. File for Certification with PUCO (selected broker (e.g., AES, Northwest, Etc. to help with coordination of this). Certification requires a signed and notarized document; and
    - Copy of the ordinance putting issue on the ballot
    - The Operation and Governance Plan
    - Sample letters that will go out to residents
    - Supplier/broker experience
6. Select desired contract/term/product (green? grants? Etc.) (**selected broker will help with coordination of this**).
7. Sign contract
    a. Supplier handles everything from this point on but will provide community/broker with mail materials for approval and updates along the way. Broker will be part of the supplier tasks as well. Working with them.

"OPT-OUT" Example

Sep 1 - Sep 22, 2023

City of Toledo

Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program which provides you with exclusive pricing on the electric generation portion of your electric bill. This is possible through governmental aggregation, a community purchasing program where community officials use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. To further increase the buying power, your community joined with other area communities as part of the **Northwest Ohio Aggregation Coalition (NOAC)** which selected Energy Harbor to provide your electric generation. This program was approved by voters in your community in November 2000.

How You Benefit

By participating in the aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	Toledo Edison	6.30 cents per kWh	May 2025	None
Small Business	Toledo Edison	6.30 cents per kWh	May 2025	None

Same Reliable Service

You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

Opt Out Information

You may choose to leave the program at any time, without penalty, and will NOT be charged a cancellation fee. If you do not want to participate in the aggregation program, you must complete one of the following by the Opt Out Deadline:

- MAIL: Return the enclosed **Opt Out Reply Form**
- PHONE: Call Energy Harbor at 1-866-636-3749 to opt out over the phone
- WEB: Enter your 10-digit **Opt Out Code** online at energyharbor.com/opt-out

Opt Out Deadline
Sep 22 - Oct 13, 2023

Enrollment Information

Following the opt out deadline, future bills will reflect the Energy Harbor price listed above upon your next available meter read date, which may take up to 30-45 days. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your participation. **To become a member of your community's electric aggregation program, you don't need to take any action when this letter arrives.**

Solar Energy Opt-In Program[1]

If you are interested in supporting renewable energy, you can elect to purchase power supply that includes **25% solar renewable energy certificates (RECs) at a price of 6.58 cents per kWh.** To enroll in the solar offer, please call 1-866-636-3749 or go online at www.energyharbor.com/toledo.

Please refer to the enclosed Terms and Conditions and FAQs (reverse) for more information. Your community encourages members with questions regarding the electric aggregation program to contact Energy Harbor directly. If you have any questions or wish to opt out, please contact us toll-free at 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

Sincerely,

Northwest Ohio Aggregation Coalition

Example "OPT-OUT"

Community Electric Aggregation Program FAQs v.3.22

How is my community able to choose a certified electric generation supplier on my behalf?
Under government aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract with an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

Who is Energy Harbor?
Energy Harbor is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. Headquartered in Akron, Ohio, the company proudly serves nearly one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan. Your community is one of over 200 who have chosen Energy Harbor to provide electric aggregation programs.

What does it mean to have a fixed price?
The price you will receive each month does not change.

[1]What is a "25% Solar Fixed Price"?
The price you will receive each month does not change. Additionally, your electricity is paired with a Renewable Energy Certificate (REC). A REC represents the environmental benefit of electricity generated by a renewable energy resource like wind or solar. For every unit of renewable energy generated, a REC is created. For every kWh you use, Energy Harbor purchases an equivalent number of RECs from a renewable energy source, supporting renewable electricity production. 25% of the RECs paired with your electricity is in addition to the state-minimum for Ohio (see Terms and Conditions).

How will I know if I can save money in the aggregation?
You'll know you are saving money as long as your price with Energy Harbor is lower than the utility Price to Compare (PTC) communicated on your bill.

Why am I receiving this letter if I'm in the aggregation?
As a current member of your community's electric aggregation program, you are given the opportunity to opt out of the program at least every three years. Whether your current contract term with Energy Harbor, or another supplier, is coming to an end, this is your opportunity to either opt out or continue the benefits of the program.

What does it mean to opt out?
Opt out means that you can decide to not participate in your community's electric aggregation program. If you chose to opt out via any of the methods indicated on the front of this notification, you will not be enrolled with Energy Harbor and will not receive further notifications until the end of the current term.

What happens if I do not opt out?
Whichever method you chose, you must do so by the Opt Out Deadline, or you will be automatically included in your community's electric aggregation program.

Can I opt out of the program at a later date?
Yes, you may leave the aggregation program at any time. *You will not be charged an early termination or cancellation fee* if you choose to leave the program at later date for any reason.

What are my energy supply choices if I decide to opt out?
If you opt out or leave the program at a later date you will be returned to your utility's standard service offer and might not be served under the same rates, terms, or conditions that apply to other customers served by the electric utility. You may also shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (7826).

As part of the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?
For customers in Toledo Edison, your utility includes supplier charges in the monthly budgeted amount. No action is necessary to continue that service.

Can I still have my payment automatically deducted from my checking account as I do now?
Yes. How you pay your electric bill will not change.

Who is not eligible for an electric aggregation program?
Customers on a special arrangement with the utility such as net-metering, Percentage of Income Payment Plan (PIPP), and mercantile customers who have not provided affirmative consent to join are not eligible for the program. Mercantile and customers with usage greater than 700,000 kWh must contact Energy Harbor to opt-in to the program.

What is the toll-free number for questions?
If you have any other questions, please call 1-866-636-3749, Monday - Friday, 8 am to 5 pm or visit our FAQs located at: www.energyharbor.com/communityaggregation

CITY OF TOLEDO OPT OUT REPLY FORM

Option 1: **Do Nothing to Join**	**OR**	Option 2: **Opt Out by: Sep 22 - Oct 13, 2023**

MAIL TO: Community Electric Aggregation Opt-Out c/o Energy Harbor, PO Box 3500, Akron, Ohio 44309

Account Holder Signature: ______________________________

Mail	Return This Form
Phone	1-866-636-3749
Web	energyharbor.com/optout

energy harbor

C-00053915

Government Aggregation – Electric Terms and Conditions	
Product	**Fixed Price**
Electric Distribution Utility ("EDU")	**The Toledo Edison Company**
Price and Length of Agreement	**6.30** ¢/kWh through your **May 2025** meter read
Cancellation/Termination Fee	**None**

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

Eligibility: Only eligible residential and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

Basic Service Prices: During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor 's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

Length of Agreement: As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment charges, if applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

Penalties, Fees and Exceptions: If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor reserves the right to charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

Customer Consent to Communications: By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration: At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

Dispute Procedures: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is www.energyharbor.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at http://www.pickocc.org.

Miscellaneous: You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website www.energyharbor.com/disclosure-statements. You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

energy harbor

C-00053916

Government Aggregation – Electric Terms and Conditions	
Product	**Fixed Price**
Electric Distribution Utility ("EDU")	**The Toledo Edison Company**
Price and Length of Agreement	**6.30** ¢/kWh through your **May 2025** meter read
Cancellation/Termination Fee	**None**

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

Eligibility: Only eligible residential and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

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