AGENDA
ATHENS CITY COUNCIL
MONDAY, AUGUST 21, 2023 - 7:00 PM
e-mail: dwalker@ci.athens.oh.us
Streaming is available at www.ci.athens.oh.us/video

1. **Establish Quorum**

2. **Disposition of Minutes:**

    - Regular Session held August 7, 2023

3. **Communications**

4. **Reports and Communications from Other Elected Officials**

5. **Ordinances for Second Reading:**

    - **0-78-23**
      AN ORDINANCE ACCEPTING PERMANENT UTILITY RIGHT-OF WAY EASEMENTS FROM OCULUS ACQUISTIONS, LLC FOR ACCESS TO THE EXISTING CITY LIFT STATION AT UNIVERSITY ESTATES. Introduced by Council Member Grace

    - **0-79-23**
      AN ORDINANCE AMENDING ORDINANCE 65-23, THE 2023 APPROPRIATION ORDINANCE.
      Introduced by Council Member Crowl

    - **0-80-23**
      AN ORDINANCE APPROVING A THEN-AND-NOW CERTIFICATE FOR PAYMENT TO BDG ARCHITECTS & DESIGNERS FOR PARKING GARAGE IMPROVEMENTS, PHASE III, PROJECT #362; AND DECLARING AN EMERGENCY.
      Introduced by Council Member Crowl

    - **0-81-23**
      AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22. Introduced by Council Member Crowl

6. **Ordinances for First Reading:**

0-82-23
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE "AGREEMENT ESTABLISHING THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)," AND A NATURAL GAS PROGRAM AGREEMENT WITH NOPEC, AND RELATED MATTERS. Introduced by All Members of Council

0-83-23
AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE A 25-YEAR EASEMENT WITH OHIO UNIVERSITY TO REPLACE A WATERLINE. Introduced by Council Member Grace

0-84-23
AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 39 HOOPER STREET TO PATRICK AND JAMES BALDING, OWNERS, FOR CONTINUED USE OF THE CITY RIGHT-OF-WAY FOR AN EXISTING FENCE. Introduced by Council Member Grace

0-85-23
AN ORDINANCE ACCEPTING A CERTIFICATE OF REGISTRATION FROM MADISON ENERGY COOPERATIVE ASSOCIATION/UTILITY PIPELINE LTD, FOR USE OF THE CITY'S RIGHT-OF-WAY. Introduced by Council Member Grace

0-86-23
AN ORDINANCE AUTHORIZING DISPOSAL OF A POLICE DEPARTMENT VEHICLE NO LONGER NEEDED FOR A MUNICIPAL PURPOSE. Introduced by Council Member Risner

0-87-23
AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22. Introduced by Council Member Crowl

7. One-Reading Resolution

- R-10-23
  A RESOLUTION CREATING A PEDESTRIAN ACCESSIBILITY AND BICYCLE TASK FORCE FOR THE CITY OF ATHENS. Introduced by Council Member Risner

8. Announcements & Other Business:

- Confirm Mayor's Appointment to Athens Municipal Arts Commission

- Confirm Mayor's Appointment to Board of Zoning Appeals

- Motion to Remove from the Table:
  R-06-23
  A RESOLUTION OF THE CITY OF ATHENS REAFFIRMING ITS COMMITMENT

TO OPPOSE ALL FORMS OF BIGOTRY, PREJUDICE, AND RACIAL INJUSTICE. Introduced by All Members of Council

9. Opportunity for Citizens to Speak on Legislative Items and City Services Not Covered on the Agenda

10. Adjournment

Chris Knisely
President of Council

The City of Athens supports the Americans with Disabilities Act. Requests for reasonable accommodation may be made with the ADA Coordinator in the City Building or by calling 592-3367.

0-78-23

Introduced by Sarah Grace, Chair
Planning & Development Committee

AN ORDINANCE ACCEPTING PERMANENT UTILITY RIGHT-OF WAY EASEMENTS FROM OCULUS ACQUISTIONS, LLC FOR ACCESS TO THE EXISTING CITY LIFT STATION AT UNIVERSITY ESTATES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Athens City Council does hereby accept utility easements from Oculus Acquisitions, LLC for access to the existing City lift station at University Estates. Said agreement grants and conveys to the Grantee permanent utility right-of-way easements needed for access to the existing City lift station at University Estates and the right to maintain, repair, and replace, as needed, utility lines in the easement areas, more fully described in the agreement attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be in effect and full force upon its passage and approval by the Mayor.

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President of Council

ATTEST: APPROVED:

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Clerk of Council Mayor

0-79-23

Introduced by Sam Crowl, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 65-23, THE 2023 APPROPRIATION ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Section I of Ordinance 65-23 is hereby amended to read as follows:

Section I: The 2023 Appropriation Ordinance 155-22 is hereby amended by appropriating from the unappropriated balance the following sums:

Twelve Thousand Five Hundred Dollars ($12,500.00) to General Fund, Lands & Buildings, 101.112 ~~Other Administrative, 101.120~~, T.C. ~~200~~ 300, for vehicle leasing;

One Thousand Dollars ($1,000.00) to Recreation Fund, 270, T.C. 600, for refunds; and

Two Hundred Fifteen Thousand Dollars ($215,000.00) to Capital Improvements, 580, T.C. 500, for City Hall 150th Anniversary Renovation, and increasing the total appropriations by the same amount.

SECTION II: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

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President of Council

ATTEST: APPROVED:

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Clerk of Council Mayor

0-80-23

Introduced by Sam Crowl, Chair
Finance & Personnel Committee

AN ORDINANCE APPROVING A THEN-AND-NOW CERTIFICATE FOR PAYMENT TO BDT ARCHITECTS & DESIGNERS FOR PARKING GARAGE IMPROVEMENTS, PHASE III, PROJECT #362; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: A Then-and-Now Certificate in the amount of Six Thousand Two Hundred Fifty Dollars ($6,250.00) is hereby approved for Project #362, pursuant to Ordinance 35-23 and Purchase Order MV99999.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to maintain fiscal integrity, and it shall be in full force and effect upon its passage and approval by the Mayor.

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President of Council

ATTEST: APPROVED:

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Clerk of Council Mayor

0-81-23

Introduced by Sam Crowl, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The 2023 Appropriation Ordinance 155-22 is hereby amended by appropriating from the unappropriated balance the following sums:

Fifty Thousand Dollars ($50,000.00) to General Fund, Auditor, 101.102, T.C. 600, for additional income tax refunds; and

Fifty-Two Thousand Dollars ($52,000.00) to General Fund, Police, 101.207, T.C. 100, for police payouts, and increasing the total appropriations by the same amounts.

SECTION II: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-82-23

Introduced by All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE "AGREEMENT ESTABLISHING THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)," AND A NATURAL GAS PROGRAM AGREEMENT WITH NOPEC, AND RELATED MATTERS.

WHEREAS, under Section 4929.26 Ohio Revised Code, the Mayor of the City of Athens, Ohio (the "City") is authorized to establish an opt-out natural gas aggregation program for the benefit of eligible natural gas consumers located within the City; and

WHEREAS, the City previously enacted legislation (0-64-17) authorizing the City to establish an opt-out natural gas aggregation program in the City and authorized the Southeast Ohio Public Energy Council ("SOPEC"), which had previously joined NOPEC as a member, to act as the City's agent in order to participate in NOPEC's natural gas aggregation program and to enter into a Natural Gas Program Agreement; and

WHEREAS, Ordinance 75-17 approved the NOPEC Plan of Operation and Governance for NOPEC's natural gas aggregation program, stating that there may be an exit charge as described in the opt-out notification, however, the terms and conditions provided to the customers indicates there is no cost to terminate the agreement; and

WHEREAS, the City has participated in NOPEC's natural gas aggregation program since 2017; and

WHEREAS, the City has determined that it is in the best interest of the City and certain natural gas consumers for the City to join NOPEC as a member and to directly contract with NOPEC to participate in NOPEC's natural gas aggregation program (the "Gas Aggregation Program"), and to execute all documents necessary for the City to participate in the Gas Aggregation Program directly through NOPEC, including the Agreement Establishing NOPEC and the NOPEC Natural Gas Program Agreement, and to terminate its authorization of SOPEC to act as the City's agent in connection therewith.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The Council of the City (the "Council") finds and determines that it is in the best interest of the City and certain natural gas consumers located within the City to join NOPEC and become a NOPEC member and to participate directly in NOPEC's Gas Aggregation Program, and hereby authorizes the Mayor to enter into such agreements, as necessary, for the City to participate in NOPEC's Gas Aggregation Program, including the Agreement Establishing NOPEC, and a Natural Gas Program Agreement with NOPEC, copies of which are attached hereto and incorporated herein by reference, and to terminate in all respects the City's authorization of SOPEC to act as the City's agent in connection therewith.

SECTION II: This Ordinance shall be in full force and effect upon its passage and approval by the Mayor.

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President of Council

ATTEST: APPROVED:

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Clerk of Council	Mayor

AGREEMENT

ESTABLISHING THE

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

This AGREEMENT is made and entered into as of November 8, 2000, by and among the political subdivisions identified below:

RECITALS:

WHEREAS, Ohio Revised Code Chapter 167 provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, certain municipal corporations, counties, townships and regional councils of government of the State of Ohio have determined to enter into this Agreement Establishing the Northeast Ohio Public Energy Council for the purpose of carrying out a cooperative program for the benefit of the members acting as governmental aggregators to arrange for the purchase of electricity by the electric customers in these political subdivisions served by the operating utility companies of FirstEnergy Corp. pursuant to the authority provided under Ohio Revised Code Section 4928.20, and promoting any other cooperative programs which may be approved, from time to time, in accordance with this Agreement and the Bylaws described below;

NOW, THEREFORE, it is agreed by and among the municipal corporations, counties, townships and regional councils of government identified below, on behalf of whom this Agreement has been executed by their representatives in accordance with the authorizing resolution of each, that:

Section 1. Definitions.

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

"Additional Program" means any other cooperative program the Council may establish under an Additional Program Agreement.

"Additional Program Agreement" means any agreement among some or all Members establishing an Additional Program in accordance with Section 5 hereof.

"Additional Program Costs" means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement.

"Advisory Committee" means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

"Aggregation Costs" means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Program.

"Aggregation Fund" means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 7 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council.

"Aggregation Program" means the cooperative program for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers in the political subdivisions served by the operating companies of FirstEnergy Corp. pursuant to the terms of Ohio Revised Code Section 4928.20 and this Agreement.

"Agreement" means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

"Assembly" means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

"Bylaws" means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 10 thereof, a form of which is attached hereto as Exhibit A.

"Council" means the Northeast Ohio Public Energy Council established by this Agreement.

"Fiscal Agent" means the person or organization designated by the Members of the Council to receive, deposit, invest and disburse funds contributed by the Members for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement.

"Fiscal Year" means the twelve (12) month period beginning January 1 and ending December 31.

"Member" means any municipal corporation, county, township and regional council of governments which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereto, including any additional municipal corporation, county, township and regional council of governments which has caused this Agreement to be executed in accordance with Section 7 hereof, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Program" means the Aggregation Program or any Additional Program.

Section 2. Name.

The name of the group composed of all Members shall be the "Northeast Ohio Public Energy Council".

Section 3. Representation of Members.

Each Member shall have one representative to the Assembly, who (i) in the case of municipal corporations, shall be the mayor or manager or an appointee of such officer, or (ii) in the case of counties or townships or regional councils of governments, shall be a member of its governing board or an officer chosen by such governing board.

Section 4. Adoption of Bylaws.

Within thirty (30) days following the effective date of this Agreement as determined pursuant to Section 11 hereof, the representatives shall meet for the purpose of adopting Bylaws. The affirmative vote of at least a majority of representatives of all Members shall be required for the adoption of the Bylaws, a form of which is attached as Exhibit A.

Section 5. The Aggregation Program: Additional Programs of the Council.

The Members will act jointly through the Council to establish and implement the Aggregation Program pursuant to Ohio Revised Code Section 4928.20. Each Member has adopted legislation, and approval by the electors of each Member has been or will be obtained, authorizing the Aggregation Program. Upon certification of the Members by the PUCO, as may be applicable, the Council, on behalf of the Members, may effect the aggregation of the retail electrical loads located within the jurisdictions of the Members. The Council may negotiate and enter into all necessary contracts and take any other necessary and incidental actions to effect and carry out the purposes of the Aggregation Program for the benefit of the Members and their respective electricity consumers.

The Board of Directors shall oversee and manage the operation of the Aggregation Program and may adopt policies and procedures supplementing the general terms of this Agreement and the Bylaws.

The Board of Directors shall develop a plan of operation and governance for the Aggregation Program pursuant to Ohio Revised Code Section 4928.20 to be adopted by each member.

The Council may establish, in addition to the Aggregation Program, such other Additional Programs as the Board of Directors may approve. Each Additional Program shall be established by an Additional Program Agreement among the Members of the Council whose governing bodies have determined to participate in the Additional Program and have approved an Additional Program Agreement. Each Additional Program Agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member.

Each Additional Program Agreement shall include but not be limited to provisions that:

(A) Direct the Board of Directors concerning the management of the Additional Program and define matters which must be submitted to the participating Members for decision;

(B) Establish procedures for budgeting Additional Program Costs and apportioning Additional Program Costs among the participating Members;

(C) Establish one or more funds into which all monetary contributions for Additional Program Costs shall be deposited;

(D) Determine the method and timing of inclusion of additional participating Members;

(E) If determined to be necessary or desirable, appoint a Fiscal Agent for the Additional Program different from the Fiscal Agent for the Council; and

(F) Determine the disposition, upon termination of the Additional Program, of any supplies, equipment, facilities or moneys held in connection with the operation of the Additional Program.

Section 6. Withdrawal of a Member.

(a) Any Member wishing to withdraw from membership in the Council shall notify the Council in the manner described in Section 6(c) hereof and such withdrawal shall, except as otherwise provided in this Section 6, cause such Member's membership in the Council to be terminated. Such termination shall not be effective until (A) the end of the applicable two (2) or three (3) year opt-out period as to any electricity or natural gas aggregation program of the Council under which service is being provided to customers in the Member's community; and (B) such withdrawing Member has paid to the Council the Administrative Fee (as defined in Section 6(d) hereof), if applicable.

(b) Any Member wishing to withdraw from participation in any Program of the Council, including any aggregation Program of the Council for electricity or natural gas, shall notify the Council in the manner described in Section 6(c) hereof. Such withdrawal from a Program, regardless of whether a member participates in only one program, shall be effective:

(i.) At any time, without charge, as to a natural gas Program, if NOPEC is not enrolling natural gas customers in that Member's community or offering a natural gas Program for a Member participating in the Council's aggregation Program for natural gas; or

(ii.) At any time, without charge, as to an electric Program, if NOPEC is not enrolling electric customers in that Member's community or offering an electric program for a Member participating in the Council's electric aggregation Program; or

(iii.) Without charge, with at least six (6) months prior written notice before any two (2) or three (3) year opt-out period expires for an existing Council natural gas or electric Program under which service is being provided to customers in the Member's community; or

(iv.) At any other time, with six (6) months written notice, but only if the Member pays NOPEC the Administrative Fee.

A withdrawal from participation in a Council Program is not a withdrawal from Membership as long as the Member continues to participate in at least one Council Program.

(c) Any notification of withdrawal of a Member from Membership in the Council or from participation in a Council Program must include (i) a certified copy of duly adopted legislation of the governing body of the withdrawing Member authorizing such withdrawal; and (ii) a Fiscal Officer's Certificate evidencing the appropriation of funds sufficient to pay the Council the Administrative Fee, if applicable.

(d) So long as the Council does not charge its Members a fee to be a Member of the Council, any Member withdrawing from a Program (unless such withdrawal is in compliance with Sections 6 (b)(i), (ii) or (iii)) shall, prior and as a condition to its withdrawal, pay the Council a withdrawal fee which shall not be a penalty for withdrawing from any Program(s) and which shall be calculated by the Council as the compensation that the Council would have received from the supplier(s) to the Program(s) as it relates to the withdrawing Member during a one (1) year period (the "Administrative Fee").

(e) After withdrawal from membership in the Council, the withdrawing Member may not become a Member again until it has fully complied with the procedures contained in Section 7 of the Agreement.

Section 7. <u>Inclusion of Additional Members.</u>

Any municipal corporation, county or township in the State of Ohio may apply to become a Member of the Council by submitting an application in writing to the Board of Directors, accompanied by duly adopted legislation authorizing inclusion in the Council, execution of this Agreement and approval of the Bylaws. Prior to the Assembly's next meeting, the Board of Directors shall review the application and recommend to the Assembly whether the applicant municipal corporation, county, township or regional council of governments should be included in the Council. At the Assembly's next meeting, it shall act upon the Board of Directors' recommendation by duly adopted resolution. The applicant municipal corporation, county, township, or regional council of governments shall be included in the Council and deemed a Member hereunder if its inclusion is approved by the affirmative vote of at least two-thirds (2/3) of the representatives in the Assembly and the applicant municipal corporation, county, township or regional council of governments executes the Agreement, and appropriates and remits to the Fiscal Agent an initial monetary assessment for Aggregation Costs in an amount recommended by the Board of Directors and approved by the Assembly. The applicant shall thereafter be a Member and be assessed its portion of the Aggregation Costs by the same method and using the same formula as any other member, in accordance with the Bylaws.

Section 8. Amendments.

This Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon the approval of the modification, amendment or supplement by the representatives of at least two-thirds (2/3) of the Members; and the amendment, modification, or supplement shall thereupon become binding upon all Members.

Section 9. Term of the Agreement.

It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

Section 10. Termination of the Agreement.

In the event that the governing bodies of two-thirds (2/3) of the Members, by duly adopted legislation, determine that this Agreement shall be terminated, the Board of Directors shall meet within thirty (30) days following its receipt of certified copies of the legislation. At that meeting, the Board of Directors shall determine the date upon which this Agreement and the activities and operations of the Council shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of the Council and which is not addressed by this Agreement, the Bylaws, or any Program Agreement.

Upon termination of this Agreement, any Additional Program Agreement shall automatically terminate. After payment of all known obligations of the Council in connection with each Additional Program, any surplus remaining in any Additional Program fund shall be distributed among the participating Members in the manner provided in the Additional Program Agreement. After payment of all known obligations of the Council, any surplus remaining in the Aggregation Fund shall be distributed among the Members as determined by the Board of Directors.

No Member shall be required, by or under this Agreement or the Bylaws, by an amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 11.Effectiveness and Counterparts of the Agreement.

This Agreement shall not be effective until (i) the Agreement is signed by the representatives of not less than ten (10) Members as authorized by duly adopted legislation of the governing body of each of those Members; and (ii) the voters of those Members have approved the Aggregation Program in accordance with Ohio Revised Code Section 4928.20. This Agreement may be signed in separate counterparts on behalf of any one or more than one, of the Members, without necessity for any one counterpart to be signed on behalf of all Members. Separately signed counterparts shall be filed with the Fiscal Agent and shall constitute one Agreement.

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ADOPTED THE 8th DAY OF NOVEMBER, 2000

AMENDED THE 27th DAY OF JUNE, 2002

AMENDED THIS 13th DAY OF NOVEMBER, 2008

AMENDED THIS 10th DAY OF NOVEMBER, 2015

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

By:____
Ronald McVoy, Chairman

MEMBER:

____

By:____

Its:____

BYLAWS

GOVERNING THE

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

WHEREAS, certain municipal corporations, counties, townships and regional councils of governments of the State of Ohio (each, a "Member") entered into an Agreement Establishing the Northeast Ohio Public Energy Council (the "Agreement") pursuant to Revised Code Chapter 167, for the purpose of carrying out the Aggregation Program pursuant to Revised Code Section 4928.20 and any Additional Programs which the Members of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, Revised Code Section 167.04 requires and the Agreement provides that the Council shall adopt Bylaws designating the officers of the Council and the method of selection thereof, creating a governing board to act for the Council, appointing a fiscal officer and providing for the conduct of the Council's business; and

WHEREAS, each Member has by duly adopted legislation authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting these Bylaws in accordance with Revised Code Section 167.40 and Section 4 of the Agreement;

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Council:

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in Section 1 of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 8 thereof.

Section 2. Assembly.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members, who have been appointed pursuant to Section 3 of the Agreement. All representatives to the Assembly (exclusive of ex-officio members) shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering to the Chairman of the Council a written designation of that proxy.

(A) Officers. The officers of the Board of Directors shall be the officers of the Council and its Assembly and shall consist of a Chairman and Vice-Chairman who each shall be selected pursuant to Section 3 hereof. The Chairman (and in the Chairman's absence, the Vice-Chairman) shall preside at Assembly meetings.

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If for any reason the offices of the Chairman and Vice-Chairman are vacant, the person serving as Executive Director, if any, shall preside as temporary Chairman until a Chairman is elected by the Board of Directors.

(B) Resolutions. A majority of all representatives to the Assembly (including proxies correctly presented to the Chairman) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chairman and Vice-Chairman) shall have one vote; provided, however, that when a matter is to be voted upon which is of concern to only one or more but not all Programs of the Council, only representatives of participating Members of those Programs shall be entitled to vote on that matter and only those representatives shall be counted for purposes of determining whether a quorum is present. All legislative action of the Assembly shall be by resolutions entered on its records. Except as otherwise provided in the Agreement, the affirmative vote of at least a majority of all of the representatives to the Assembly eligible to vote on a matter (not counting vacancies) shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Revised Code to be made by the Fiscal Agent or the Members.

(C) Meetings. The Assembly shall meet on a day of each November designated by the Board of Directors and at such other times as may be required by the Chairman or as may be requested, in writing to the Executive Director, by any two (2) or more Directors. Written notice of each meeting shall be served by the Executive Director upon each Assembly representative not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject or subjects to be considered a the meeting. The requirements of and procedures for notice may be waived in writing by each representative and any representative shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting. At the request of the Chairman and with the approval of a majority of the members of the Board of Directors, the annual meeting of the Assembly may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by this Agreement to be taken by the Assembly at its annual meeting are taken by the Assembly within thirty (30) days of the scheduled annual meeting date in November.

Pursuant to Revised Code Section 121.22(F), the Assembly shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its meetings. All meetings of the Assembly shall be open to the public, subject to the exceptions in Revised Code Section 121.22(G). The Assembly may, but need not, adopt other rules.

(D) Powers and Duties of Assembly.

(1) At its annual meeting, the Assembly shall review the annual report of the Council, including but not limited to, the financial status of the Council's operation, operation of the Aggregation Program, and any Additional Program being considered.

(2) At its annual meeting, the Assembly shall consider, upon submission by the Board of Directors, and thereafter modify, if necessary, and approve the annual appropriations of the Council for the next Fiscal Year based upon the estimate of Aggregation Costs and any Additional Program Costs determined pursuant to Section 8 hereof. The Board of Directors shall have the authority to revise the appropriations between Assembly meetings.

(3) At its annual meeting, the Assembly shall select the members of the Board of Directors for the next Fiscal Year in accordance with Section 3 hereof.

(4) The following matters shall be submitted to the Assembly and are subject to final approval by the Assembly: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors; and such other matters that the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 3. Board of Directors.

The Board of Directors shall be the policy making body of the Council.

(A) Composition. Subject to the provisions of Section 3(B) below, the Board of Directors shall be composed of one Director representing each county with Members in the Council, and one Director in the case of a regional council of governments having at least one member of such council of governments participating in a NOPEC electric or natural gas program, each of whom shall be an Assembly representative of each respective county and of the regional council of governments and shall be elected by the Assembly representatives of each respective county and of the regional council of governments, at the annual meeting of the Assembly, provided that the affirmative vote of at least a majority of the representatives to the Assembly of each representative county shall be required to elect any Director.

(B) Notwithstanding anything in this Section 3 to the contrary, the maximum number of Directors shall be twenty-one (21), and shall be constituted as follows: The state of Ohio shall be divided into five (5) regions, the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region, defined in the attached Exhibit A to these Bylaws. There shall be a limit of seventeen (17) Directors from counties located in the Northeast Ohio Region. There shall be a limit of (1) Director from the total number of Member counties located in each of the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region. Effective on and after November 15, 2016, a county or region must have one (1) or more Member(s) combined with collectively at least 2,500 electricity and/or natural gas accounts participating in NOPEC's electricity and/or natural gas program in such Members' communities in order to be eligible to elect a Director from such county or region. The rights of any Member of the Council as of November 15, 2016, shall be preserved and not be diminished, limited or abridged by the operation of this Section 3.

(C) Terms of Office. Assembly representatives elected to serve on the Board of Directors at the first organizational meeting shall serve the following terms of office: Half of the members of the Board shall each serve a two-year term and the other half shall each serve a one-year term. Thereafter, any Assembly representative elected to serve on the Board of Directors shall serve a two (2) year term of office. If the number of members of the Board is increased as a result of an increase in the number of counties represented by the membership in the Council, then the terms of those additional Board members shall be set by the Board so that half, or as close as possible to half, of the members of the Board shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed. All members of the Board shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining members of the Board of Directors shall meet and appoint an Assembly representative to fill the vacancy until the next meeting of the Assembly at which elections of Directors are held.

(D) Meetings. The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board or the Chairman. Special meetings shall be held at such other times as may be requested by the Chairman. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting.

(E) Attendance. Directors are expected to attend Board meetings. Any Director who is absent from three Board meetings without excuse during a twelve month period is automatically removed from the Board. The remaining Directors shall meet and appoint a person to fill the vacated seat until the next meeting of the General Assembly at which elections of Directors are held.

(F) Officers. At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chairman of the Board shall be elected to serve a one-year term by the Board of Directors from its members by majority vote of all its members. The Chairman whose term has expired shall preside as temporary Chairman until the Chairman is elected. In the absence of the prior Chairman, the prior Vice-Chairman shall be elected to serve a one year term by the Board of Directors by a majority vote of its members.

(1) Chairman. The Chairman shall preside at all meetings of the Board of Directors and the Assembly. The Chairman's duties shall also include, but not be limited to: preparing agendas for each meeting of the Board of Directors and arranging for distribution of such agendas so that each Board member receives an agenda at least seven (7) days in advance of each regularly scheduled Board meeting and as soon as practical before any specially scheduled Board meeting; and presenting an annual report to the Assembly at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council. Such duties of the Chairman described in the preceding sentence may be delegated to the Executive Director. In the event of a tie on matters subject to a vote of the Board, the Chairman shall cast the tie-breaking vote.

(2) Vice-Chairman. In the absence of the Chairman, the Vice-Chairman shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chairman shall succeed to the office of the Chairman, should that office be vacated before the end of a term, and shall assist the Chairman in the discharge of his duties.

(3) Executive Director. The Executive Director shall provide written notice to all members of the Board of Directors of all meetings of the Board in accordance with paragraph (D) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director and distributed to each member of the Board within thirty (30) days following each Board meeting. The Executive Director shall provide Assembly members with written notice of all Assembly meetings in accordance with Section 2 hereof. The Executive Director shall perform such other duties as the Chairman may request. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position.

(4) Fiscal Agent. The Board of Directors shall provide for the employment of a Fiscal Agent either by:

(a) contracting with a Member, or

(b) hiring a person to perform the duties of the Fiscal Agent, who shall be the Treasurer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Treasurer if such employee is hired. The Fiscal Agent shall receive and disburse all funds of the Council, prepare all necessary fiscal reports for the Board of Directors and the Assembly, and undertake all other financial transactions necessary to the work of the Council.

The Fiscal Agent of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors, or, in lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond the Fiscal Agent may have which the Board of Directors determines to be adequate. In either case, the Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

The Fiscal Agent and the Executive Director may be held by the same person or by two different persons.

(G) Powers and Duties of the Board of Directors. The Board of Directors shall have the authority to:

(1) Consider and approve any purchases of equipment, facilities, or services for the Council; provided that the cost thereof is within the Aggregation Costs approved by the Assembly pursuant to Section 8 hereof.

(a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:

(b) amendments to or modifications of the Agreement and Bylaws,

(c) appropriations of the Council,

(d) each Member's share of Aggregation Costs or any Additional Program Costs, and

(e) disqualification of Members.

(2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund.

(3) By affirmative vote of a majority of Board members and upon certification to the Board by the Fiscal Agent that the proposal is within the limits of

the Council's resources, amend the budget and appropriations of the Council.

(4) Approve the inclusion of additional Members into the Council.

(5) Enter into any and all necessary and incidental contracts to facilitate the aggregation of the retail electric and natural gas loads within the jurisdiction(s) of the Members.

(6) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

(7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

Section 4. Advisory Committees.

One or more Advisory Committees may be appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Council. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors. Each Advisory Committee shall perform the duties directed by the Board of Directors.

Each Advisory Committee shall elect from its membership a chairman and vice-chairman, who shall each serve for a term of one year or such shorter period of time as the Advisory Committee may be in existence. The Committee chairman shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. Such duties of the Committee chairman described in the preceding sentence may be delegated to the Executive Director. In the absence of the Committee chairman, the Committee vice-chairman shall preside at Committee meetings. The Committee vice-chairman shall succeed to the office of the Committee chairman, should it be vacated before the end of a term, and shall assist the Committee chairman in the discharge of the Committee chairman's duties.

Each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

Section 5. Employees and Consultants.

The Board of Directors may employ the Fiscal Agent and the Executive Director for the Council. In addition, the Board of Directors may employ other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors deems necessary or appropriate for the proper operation and administration of the Council and its Programs. Any staff employed by the Council shall be determined by the Board of Directors to have the educational background and work experience necessary to discharge the duties assigned to that person by the Board of Directors. The Board of Directors shall establish the salaries, benefits, and work and disciplinary rules for the Council's staff and shall direct the hiring and discharge of that staff. The Board of Directors of the Council may designate the Executive Director to be responsible for the supervision of the Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Aggregation Costs or Additional Program Costs from their respective accounts as determined by the Board of Directors.

Section 6. Equipment and Facilities.

The Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out the Programs of the Council. The Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Fiscal Agent of the Council shall, at the direction of and on behalf of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment, or facilities of the Council.

Section 7. Aggregation Fund.

The Aggregation Fund shall be established and maintained by the Fiscal Agent of the Council separate and apart from all other funds of the Council which may be under the custody of the Fiscal Agent. Separate funds will be established for Additional Programs of the Council. All funds of the Council (Aggregation and Additional Program Funds) shall be subject to the laws of the State concerning the investment and management of public funds, particularly Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent.

The Fiscal Agent of the Council shall deposit in the Aggregation Fund the amounts received from the Members for Aggregation Costs of the Council and any interest earned by the Aggregation Fund. Disbursements may be made from the Aggregation Fund by the Fiscal Agent at the direction of the Board of Directors or the Assembly for any proper purpose of the Council, including but not limited to payment of Aggregation Costs, costs incurred in connection with the establishment of the Council, salaries of any persons employed to carry out the functions related to the Aggregation Program, fees and expenses of the Fiscal Agent, consultants and attorneys, and payment of other operating expenses.

The Fiscal Agent of the Council shall maintain records which identify all receipts of the Aggregation Fund by source. The Fiscal Agent shall maintain records which account for all disbursements from the Aggregation Fund. The Fiscal Agent shall make monthly reports to the Board of Directors on or before the twentieth (20^{th}) day of each month concerning all receipts and disbursements from the Aggregation Fund.

Section 8. Estimate of Aggregation Costs; Payments by Members.

On or before the annual meeting of the Assembly he Board of Directors shall: (a) submit to the Assembly a written estimate of the Aggregation Costs and any Additional Program Costs for the next Fiscal Year of the Council, and (b) if a fee is to be collected, provide the Assembly and each Member with an estimate of each Member's share of the Aggregation Costs and any Additional Program Costs. Any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Agreement. Any Aggregation Costs of the Council shall be apportioned among the Members in the manner determined by the Board of Directors. The estimates shall be presented in enough detail so that the Assembly can determine their sufficiency.

The Assembly shall consider the estimates and accept or modify the same. If an assessment or fee is to be paid by the Members to the Aggregation Fund or any Additional Program Fund, the Fiscal Agent shall deliver to the Members, the estimated appropriation for the next Fiscal Year and each Member's share of such costs. Each Member shall include its share of the Aggregation Costs and any Additional Program Costs in its appropriations (pursuant to Chapter 5705 of the Revised Code). Each member shall thereafter remit its share of Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

If the aggregate contributions made pursuant to that estimated budget prove to be insufficient to pay the Aggregation Costs and any Additional Program Costs for that Fiscal year of the Council, the Board of Directors shall direct the Fiscal Agent to promptly notify in writing each Member of any additional Aggregation Costs and Additional Program Costs, the amount of any deficiencies and each Member's share of those additional costs, all as determined by the Board of Directors, whereupon each Member shall appropriate (pursuant to Chapter 5705 of the Revised Code) the amount stated in the notice and remit the same to the Fiscal Agent within forty-five (45) days after receipt of that written notice.

Failure by a Member to appropriate and remit any of its share of the Council Costs and Additional Program Costs pursuant to these Bylaws within sixty (60) days after the same shall become due shall be deemed a withdrawal by such Member pursuant to Section 6 of the Agreement unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved an extension to a date certain and the Member has remitted at least twenty-five percent of its share of the Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

Under no circumstances shall the Fiscal Agent have the power to incur obligations for Aggregation Costs and Additional Program Costs in an amount which exceeds the total unspent amount appropriated for Aggregation Costs or any Additional Program Costs, respectively, and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.

Section 9. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Assembly, the Board of Directors, or any Advisory Committee with respect to the meetings of each of those bodies. The chairman of each of those bodies shall be the parliamentary procedure officer and his or her decisions with respect to matters of parliamentary procedure shall be final.

Section 10. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds of the Members' representatives, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 11. Initial Operation of the Council.

In the first Fiscal Year of the Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Assembly or the first meeting of the Board of Directors shall be taken as soon as practical upon the establishment of the Council.

Section 12. Authorization of the Council to Initiate, Intervene, and Participate in Federal and State Proceedings.

Pursuant to R.C. Chapter 167, the Agreement, these Bylaws and Ohio law, the Members authorize the Council to initiate, intervene, and/or participate in any utility or other case or proceeding, federal or state, that relates to any electric or natural gas rate, charge, policy, service, regulation, rulemaking, practice or condition affecting any Council Member or Council electricity or natural gas aggregation customer, including, without limitation, those involving transmission, distribution, generation, production, commodity, market design, competition, or otherwise. The Chairman and/or the Executive Director of the Council are authorized to engage legal counsel and consultants in connection with the Council's involvement in any such case or proceeding.

ADOPTED this 29th day of November, 2000.

AMENDED this 13th day of November, 2008.

AMENDED this 10th day of November, 2015.

AMENDED this 15th day of November, 2016.

AMENDED this 12th day of November, 2019.

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

Exhibit A

The definition of the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region as used in these Bylaws shall mean the counties identified in each Region as follows on the attached map:

Northeast Ohio Region:	Ashtabula Columbiana Cuyahoga Erie Geauga Huron Lake Lorain Mahoning Medina Portage Richland Sandusky Seneca Stark Summit Trumbull
Northwest Ohio Region:	Allen Auglaize Defiance Fulton Hancock Hardin Henry Lucas Mercer Ottawa Paulding Putnam Van Wert Williams Wood

Central Ohio Region:	Ashland Coshocton Crawford Delaware Fairfield Franklin Holmes Knox Licking Marion Morrow Muskingum Perry Tuscarawas Wayne Wyandot
Southwest Ohio Region:	Adams Brown Butler Champaign Clark Clermont Clinton Darke Fayette Greene Hamilton Highland Logan Madison Miami Montgomery Pickaway Pike Preble Ross Shelby Union Warren

Southeast Ohio Region:

- Athens
- Belmont
- Carroll
- Gallia
- Guernsey
- Harrison
- Hocking
- Jackson
- Jefferson
- Lawrence
- Meigs
- Monroe
- Morgan
- Noble
- Scioto
- Vinton
- Washington

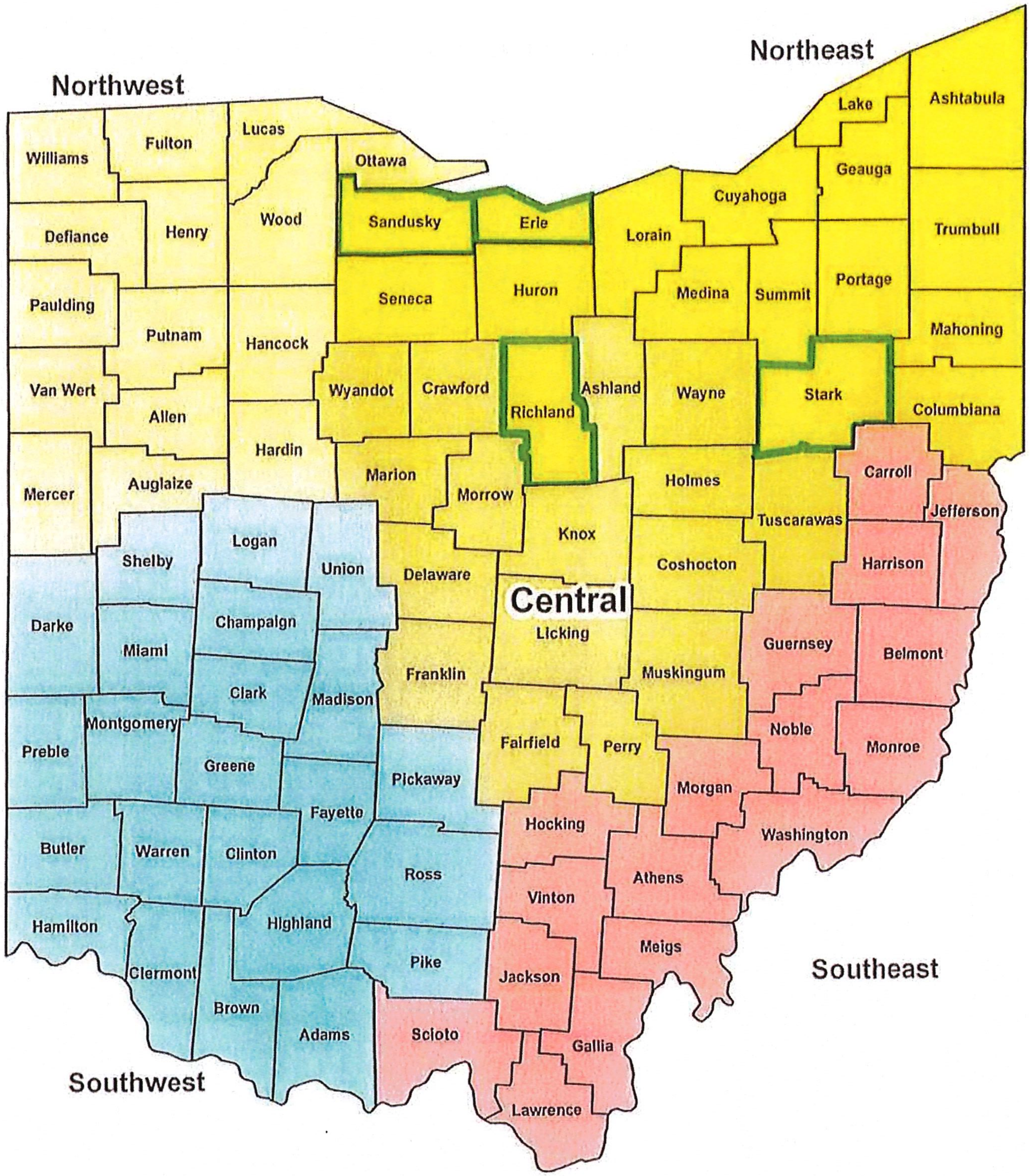
Northwest
Northeast
Central
Southwest
Southeast
Williams
Fulton
Lucas
Ottawa
Defiance
Henry
Wood
Sandusky
Erie
Lorain
Cuyahoga
Lake
Geauga
Ashtabula
Trumbull
Paulding
Putnam
Hancock
Seneca
Huron
Medina
Summit
Portage
Mahoning
Van Wert
Allen
Hardin
Wyandot
Crawford
Richland
Ashland
Wayne
Stark
Columbiana
Mercer
Auglaize
Marion
Morrow
Holmes
Carroll
Jefferson
Tuscarawas
Harrison
Shelby
Logan
Union
Delaware
Knox
Coshocton
Darke
Miami
Champaign
Licking
Guernsey
Belmont
Clark
Madison
Franklin
Muskingum
Noble
Montgomery
Preble
Greene
Fairfield
Perry
Monroe
Pickaway
Morgan
Fayette
Hocking
Washington
Butler
Warren
Clinton
Ross
Athens
Vinton
Hamilton
Highland
Meigs
Pike
Jackson
Clermont
Brown
Adams
Scioto
Gallia
Lawrence

EXHIBIT B

CITY OF ATHENS, OHIO

NATURAL GAS PROGRAM AGREEMENT
OF
THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL

This Natural Gas Program Agreement of the Northeast Ohio Public Energy Council (the "Agreement") is entered into as of ______________ ___, 2013, by and among the Northeast Ohio Public Energy Council, a regional council of governments organized pursuant to Revised Code Chapter 167 ("NOPEC" or "Council") and the municipal corporations, counties, townships and regional councils of government of the State of Ohio (each a "Participant" and together, the "Participants") that have executed this Agreement, listed on Exhibit A hereto.

RECITALS:

WHEREAS, each Participant entered into an Agreement Establishing the Northeast Ohio Public Energy Council pursuant to Revised Code Chapter 167, for the purpose of carrying out an electricity aggregation program (the "Council Agreement") and any Additional Programs which the Participants may approve, from time to time, and which are authorized under the laws of the State;

WHEREAS, NOPEC has determined to undertake an opt-out natural gas program on a cooperative basis (the "Gas Aggregation Program") by which eligible natural gas consumers located within a Member's jurisdiction will purchase natural gas from the Supplier unless the consumer opts out of the Gas Aggregation Program;

WHEREAS, each Participant that is a signatory to this Agreement has adopted the necessary resolutions and/or ordinances to submit a ballot question to its electors and such electors have authorized each such Participant to undertake a natural gas opt-out program in such participating community, and each Participant has been authorized to participate in the Gas Aggregation Program and execute and deliver this Agreement; and

WHEREAS, it is necessary to create and adopt guidelines for the management and administration of the Gas Aggregation Program.

NOW, THEREFORE, it is agreed by and among NOPEC and the Participants whose representatives have executed this Agreement in accordance with the authorizing resolution(s) and/or ordinance(s) that:

Section 1. Definitions.

As used in this Agreement, capitalized words and phrases shall have the meanings given to them in the Agreement Establishing the Northeast Ohio Public Energy Council, herein called the "Council Agreement," and the Bylaws Governing the Northeast Ohio Public Energy Council, herein called the "Bylaws." In addition, the following words shall have the following meanings:

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"Agreement" means this Natural Gas Program Agreement of the Northeast Ohio Public Energy Council, as the same may be amended, modified or supplemented in accordance with Section 6 hereof.

"Customer(s)" means those natural gas customers located within the jurisdiction of a Participant that is participating in the Gas Aggregation Program and who is not a person described in Revised Code Section 4929.26(A)(2).

"Gas Aggregation Program" means the Natural Gas Program of NOPEC.

"Supplier" means any person, corporation, partnership or other entity with which NOPEC may contract for the purchase of natural gas.

Section 2. Arrangements for Aggregation of Natural Gas.

On behalf of the Participants, NOPEC may enter into one or more contracts with one or more Supplier(s) to supply Customers with natural gas. The selection of each Supplier shall be determined and approved at the sole and absolute discretion of the Board of Directors.

Section 3. Management and Operation of Program.

The Board of Directors of the Council, established pursuant to the Council Agreement, shall have, in addition to its powers and duties under the Council Agreement and the Bylaws adopted by the representatives to the Council, the power and authority to oversee and manage the operation of the Gas Aggregation Program in accordance with the NOPEC Natural Gas Aggregation Program Plan of Operation and Governance adopted pursuant to division (C) of Section 4929.26 of the Revised Code.

Section 4. Withdrawal of a Participant.

(a) Any Participant wishing to withdraw from participation in the Gas Aggregation Program shall notify NOPEC at least nine (9) months prior to the end of any the NOPEC Gas Aggregation Program's primary two (2) year opt-out period in such Member's community in strict compliance with the procedure described in Section 4(b) hereof. Such withdrawal shall cause such Participant's participation in the Gas Aggregation Program to be terminated which termination shall not be effective until (i) the end of any such two (2) year opt-out period in such Member's community; and (ii) such withdrawing Participant has paid to NOPEC the Gas Withdrawal Fee (as defined in Section 4 (c) hereof).

(b) Any notification of withdrawal of a Participant must include a (i) certified copy of duly adopted legislation of the governing body of the withdrawing Participant authorizing such withdrawal; and (ii) fiscal officer's certificate executed by the appropriate fiscal officer of such withdrawing Participant evidencing that the withdrawing Participant has appropriated funds sufficient to pay NOPEC the Gas Withdrawal Fee.

(c) Provided that NOPEC does not charge its Participants a fee to be a member of NOPEC, any Participant seeking to withdraw from NOPEC's Gas Aggregation Program, prior to its withdrawal, shall pay NOPEC a withdrawal fee for withdrawing from the Gas Aggregation Program. Such withdrawal fee shall be calculated by NOPEC (whose calculation shall be final and presumed conclusively correct) and shall be the amount NOPEC would have received as an administrative fee from the Supplier to the Gas Aggregation Program with respect to the Customers served in the withdrawing Participant's community during a one (1) year period (the "Gas Withdrawal Fee").

(d) After withdrawal, the withdrawing Participant may not become a Participant again until it has fully complied with the procedures contained in Section 5 hereof.

Section 5. Inclusion of Additional Participants.

Any Ohio municipal corporation, county or township may apply to the Board of Directors for inclusion in the Gas Aggregation Program by submitting an application in writing. In such case, such application shall be accompanied by a duly adopted ordinance or resolution of the applicant's governing body submitting a ballot question to its electors; certified election results showing passage of such ballot issue; and a duly adopted ordinance or resolution requesting inclusion in the NOPEC's Gas Aggregation Program and authorizing execution of this Agreement by the applicant. The applicant shall submit to the Board of Directors information concerning its natural gas requirements and any other documentation or other records requested by the Board of Directors or the Fiscal Agent. Thereafter, the Board of Directors shall determine whether and at what time the applicant should be included in the Gas Aggregation Program. The applicant shall be included in the Gas Aggregation Program and deemed a Participant on the date recommended by the Board of Directors if its participation is approved by the Board of Directors, the applicant executes this Agreement and adopts the NOPEC Plan of Operation and Governance.

Section 6. Amendments.

This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by the governing bodies of at least two-thirds (2/3) of the Participants.

Section 7. Term of the Agreement.

It is the express intention of the Participants that this Agreement shall continue for an indefinite term, but may be terminated as provided in Section 8.

Section 8. Termination.

In the event that two-thirds (2/3) of the governing bodies of the Participants, by duly adopted resolutions, determine that this Agreement shall be terminated, the Board of Directors shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement.

Section 9. Miscellaneous.

This Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 10. Effectiveness.

This Agreement shall be effective when executed by at least ten (10) of the Participants listed in Appendix A attached to this Agreement. Each Participant executing this Agreement shall deliver to the Fiscal Agent a certified copy of the resolution of its governing body authorizing execution of this Agreement.

Section 11. Notices; Reports; Miscellaneous.

Any notice to a Participant required to be in writing shall be deemed given if left at the office of the Assembly representative of such Participant or deposited in the United States mail, postage prepaid, by registered mail addressed to that representative. As to NOPEC, any notice required to be in writing shall be deemed given if deposited in the United States mail, postage prepaid, by certified mail addressed to:

Northeast Ohio Public Energy Council
31320 Solon Road
Suite 33
Solon, OH 44139
Attention: Chairman

IN WITNESS WHEREOF, the undersigned representatives of the respective Participants, pursuant to the duly adopted authorizing resolutions of their governing boards, have on behalf of their respective Participants signed this Agreement.

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

By:____________________________________
Ron McVoy, Chairman

PARTICIPANT:

[__________________________]

____

By:____________________________________

Its:____________________________________

APPENDIX A

Participants

Village/City/Township of ________________, ____________ County

0-83-23

Introduced by Sarah Grace, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO EXECUTE A 25-YEAR EASEMENT WITH OHIO UNIVERSITY TO REPLACE A WATERLINE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Athens City Council does hereby authorize the Service-Safety Director to execute a 25-year easement agreement with Ohio University, commencing on August 1, 2023 and expiring on July 31, 2048, to replace a waterline, for the total consideration of Eighteen and 04/100 Dollars ($18.04), a copy of said agreement is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

____
President of Council

ATTEST: APPROVED:

____
Clerk of Council

____
Mayor

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of ________________________, 2023, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of the Ohio University (hereinafter referred to as "Agency"), and The City of Athens, a ,municipality, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 8 East Washington Street, Athens, Ohio 45701, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 886 on file with the State; and

WHEREAS, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain 14-inch water main line upon the Easement Area; and

WHEREAS, Agency requested the State prepare this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. **USE OF PREMISES**.

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a 14-inch water line (hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. **TERM**.

The term of this Agreement shall be for Twenty Five (25) years, commencing on August 1, 2023 (hereinafter referred to as "Commencement Date"), and expiring on July 31, 2048 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

III. CONSIDERATION.

Grantee shall pay to Agency the total sum of Eighteen and 04/100 Dollars ($18.04) in consideration of State's granting an easement. Grantee shall tender such payment payable to the "Treasurer, State of Ohio" to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

IV. CONSTRUCTION/MAINTENANCE.

(A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.

(B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.

(C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.

(D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.

(E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.

(F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.

(G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.

V. LIABILITY.

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area. At State's request, Grantee shall provide written proof to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a default of this Agreement.

VII. MECHANIC'S LIENS.

(A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.

(B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

(A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.

(B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.

(C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

(D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

(E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

(a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning

4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

(b) with respect to Agency, addressed to:
Office of Real Estate
1 Ohio University
Athens, Ohio 45701
Attention: Director of Real Estate

and,

(c) with respect to Grantee, addressed to:
City of Athens
City Service-Safety Director
8 E. Washington Street
Athens, Ohio 45701
Attention: Andrew Stone, Service-Safety Director

With copy to:

City of Athens
Legal Department
8 E. Washington Street, Suite 301
Athens, Ohio 45701
Attention: Law Director

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

Intentionally Left Blank

The terms of the within State of Ohio Easement are accepted and agreed to by Ohio University.

By: ______________________________ Date: ______________________
Mark Heil
Vice President of Finance and Administration

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The STATE OF OHIO

By: ______________________________
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this ____________ day of ________________________, 2023, before me personally appeared ______________________________ who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

____
Notary Public, State of Ohio
My Commission Expires:___________

GRANTEE
The City of Athens
an Ohio Municipality

By: ______________________
Andrew Stone

Title: City Service-Safety Director

ACKNOWLEDGMENT

State of Ohio, Athens County, ss:

On this ______ day of __________________, 2023, before me personally appeared Andrew Stone, City Service-Safety Director, for the City of Athens, an Ohio municipality, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of The City of Athens and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of The City of Athens.

____
Notary Public, State of Ohio
My Commission Expires__________________

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Exhibit "A"

Legal Description

Being an easement over and through the following described premises being in the city of Athens, Athens County and state of Ohio, said easement being thirty (30) feet in width, being fifteen (15) feet on either side of the following described lines:

Beginning at a point eighteen (18) feet southerly and fifteen (15) feet westerly of the southeast corner of Outlot No. 7; thence South eight degrees thirteen minutes West, a distance of 142.3 feet, parallel to and fifteen (15) feet westerly of the right-of-way line of Richland Avenue, to a point and containing 0.10 acres, more or less.

Exhibit "B"

Drawing

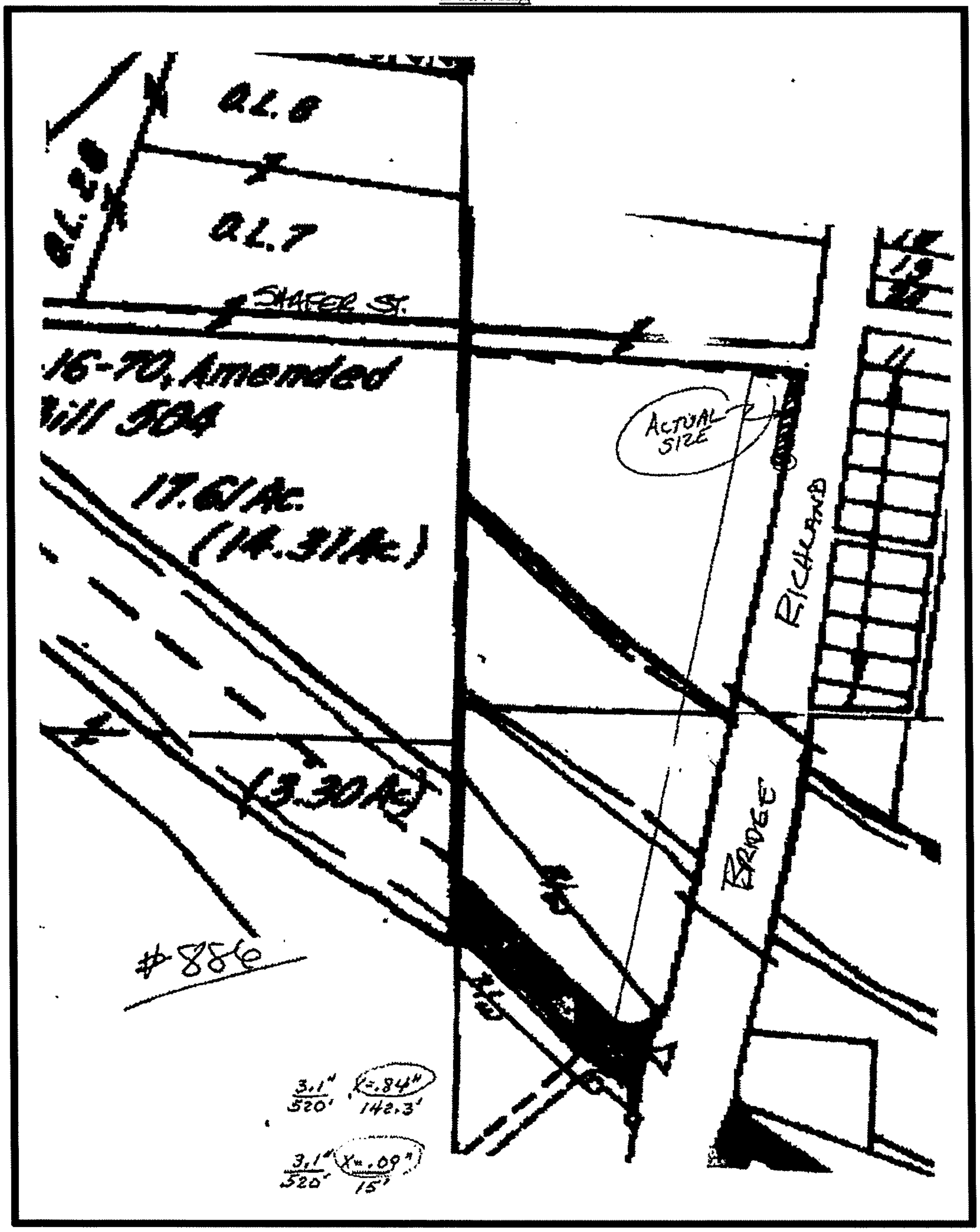
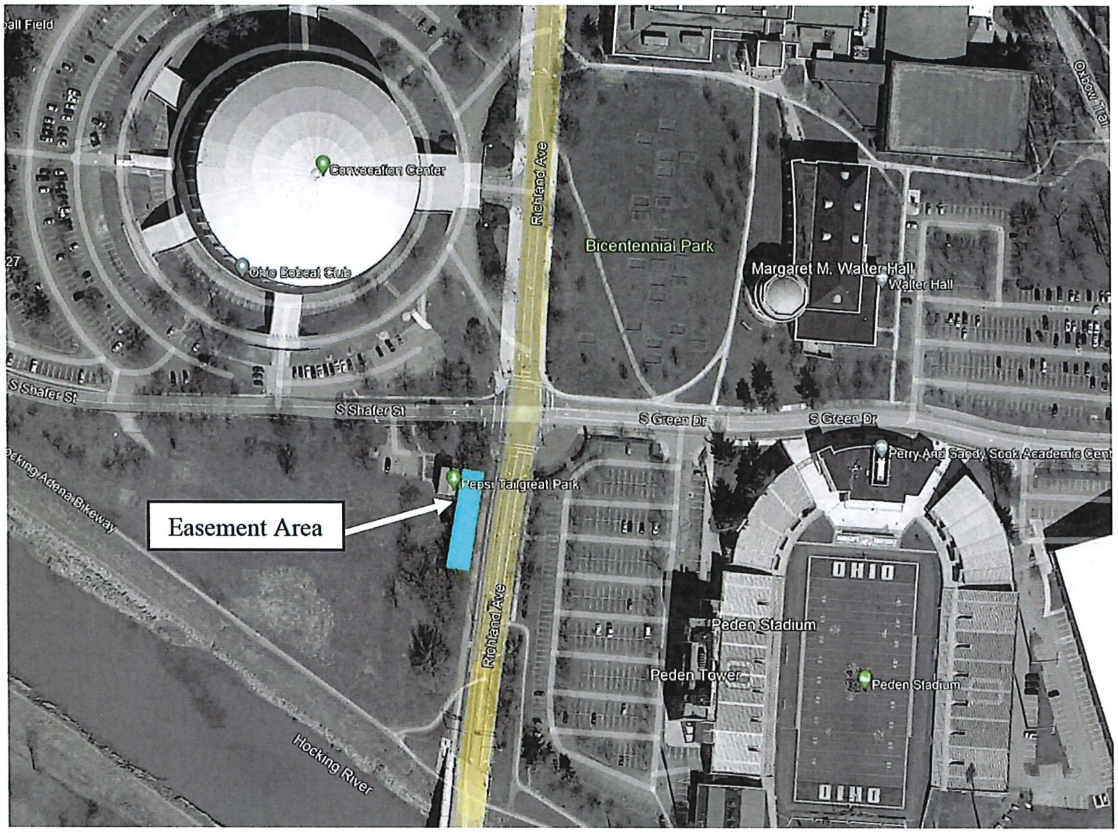


Exhibit "B"
(continued)



0-84-23

Introduced by Sarah Grace, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 39 HOOPER STREET TO PATRICK AND JAMES BALDING, OWNERS, FOR CONTINUED USE OF THE CITY RIGHT-OF-WAY FOR AN EXISTING FENCE.

WHEREAS, Ordinances 108-99 and 88-13 approved a 10-year revocable licenses for said use of the City right-of-way;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, a special right-of-way use permit is hereby granted at 39 Hooper Street, to Patrick and James Balding, owners, for continued use of the City right-of-way for an existing fence, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: Patrick and James Balding, owners, shall agree to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittees upon property of the City of Athens that is the subject of this ordinance. Permittees, Patrick and James Balding, owners, also shall agree that the City of Athens is maintaining the rights to install, repair and/or replace its utility lines that it determines are located within the permit area and that the City of Athens, its agents or assigns shall not be responsible for any damages that might occur to permittee's property as a result of the installation, repair, and/or replacement of its utility lines that are within the permit area.

SECTION III: Said permit shall be subject to the following conditions:

1. This special right-of-way permit is personal in nature and will be in effect for a maximum of seven (7) years from the date of issuance unless revoked by City Council ordinance, or there is a change of ownership or use, whichever comes first.
2. Patrick & James Balding, owners, shall be responsible for the maintenance and upkeep of said right-of-way.

SECTION IV: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

TITLE 49 APPLICATION

Use of the City's Public Rights of Way

In accordance with Title 49, Application Fee: "At the time that a person submits an application for Use of Right of Way Permit, such person shall pay a non-refundable application fee of $50 payable to the City of Athens."

(For Office Use Only)

Permit # T4923-000006

Date Rec'd 7/13/2023

Applicant shall comply with all sections of Athens City Code Title 49 Right of Way. All required information shall be attached to application, including such things as but not limited to detailed site plans, a certificate of liability insurance listing City of Athens Ohio as certificate holder. Property owner shall be solely responsible for the maintenance and upkeep of said right-of-way.

Applicant Patrick Balding Phone 740-591-2441

Mailing Address 39 Hooper St. Athens OH 45701

Email Address baldingpat@gmail.com

Address of Project/ Site 39 Hooper St Athens OH 45701

Parcel Number A0290700000700, A0290700000701, A0290700000800, A0290700000900 Zoning Designation R

Property Owner Patrick + James Balding Phone 740-591-2441

Property Owner Mailing Address 39 Hooper St Athens OH 45701

Project Description To occupy Alley

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED AND ATTACHED REQUIRED DOCUMENTATION ARE TO THE BEST OF MY KNOWLEDGE TRUTHFUL AND ACCURATE.

By signing this application, the applicant agrees to comply with all facets of Athens City Code Title 49.

Applicant Signature Patrick Balding Date 7/13/23

By signing property owner agrees to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this application.

Property Owner Signature Patrick Balding Date 7/13/23

For Official Use Only

1. **Code Enforcement Admin:** Signature ________ Date ________

   ☒ Supporting Documents Attached ☒ Fee Paid Amount $ ________

2. **Code Directors Review:** ☒ Approved ☐ Refused ☐ Missing Documentation

   Remarks ________

   Signature [signature] Date 7-17-23

3. **City Engineer Review:** ☒ Approved ☐ Refused ☐ Missing Documentation

   Remarks ________

   Signature [signature] For Saleh Eldabaje Date 7-17-23

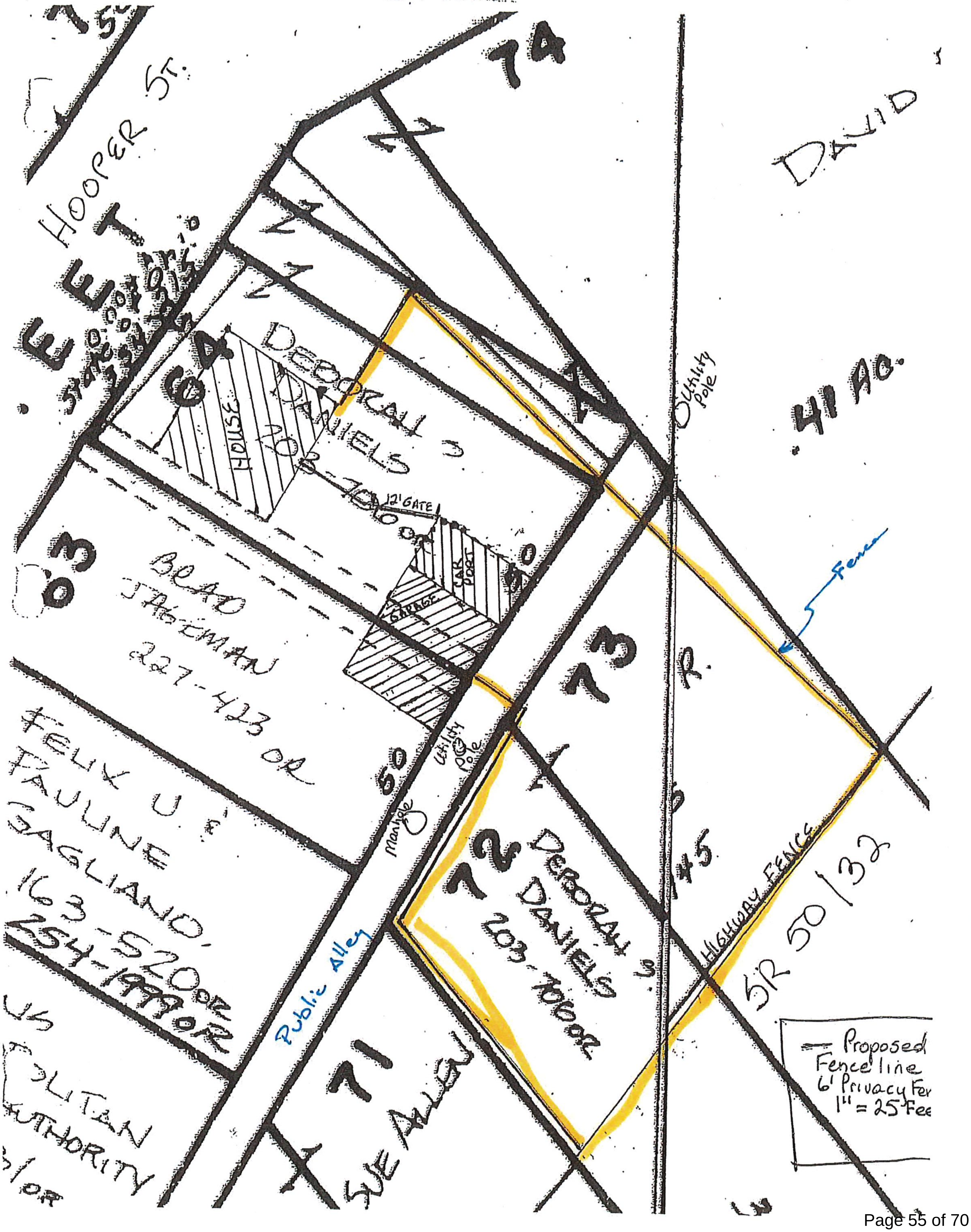
4. **Service Safety Director:** ☒ Approved ☐ Refused ☐ Missing Documentation

   Remarks ________

   Signature [signature] Date 7/17/2023

Rev. 04/2023

EXHIBIT "A"



HOOPER ST.
DAVID
74
.41 AC.
DEBORAH DANIELS
203-706 OR
HOUSE
64
12' GATE
CAR PORT
GARAGE
63
BRAD JACKMAN
227-423 OR
Utility Pole
Fence
73
FELIX U. & PAULINE GAGLIANO
163-520 OR
254-1997 OR
50
Manhole
72
DEBORAH DANIELS
203-706 OR
145
HIGHWAY FENCE
SR 50/132
Public Alley
71
SUE ALLEN
Proposed Fence line
6' Privacy Fence
1" = 25 Feet

American Strategic Insurance Corp
1 ASI Way
St. Petersburg, FL 33702

PROGRESSIVE HOME

Homeowners Declaration Page

Total Policy Premium:	$1,457
Policy Number:	OHA265462

Named Insured:
PATRICK J BALDING
39 HOOPER ST
ATHENS, OH 45701

Agent:
Progressive Ameriprise
P.O. Box 23039
Saint Petersburg, FL 33742

Agent Code:	444493
For Policy Service, Call:	(855)643-4319
To File a Claim, Call:	(866) 274-5677

Effective Date of This Transaction: 7/11/2023

Activity of This Transaction: Other

Policy Period: From: 04/29/2023 To: 04/29/2024
(At 12:01 AM Standard Time at the residence premises)

Residence Premises:
39 HOOPER ST
ATHENS, OH 45701

Plan Type: HOH

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability		**Limit**	**Premium**
SECTION I:	A. Dwelling Coverage	$273,000	880.82
	B. Other Structures	$27,300	41.50
	C. Personal Property	$191,100	120.33
	D. Loss of Use	$54,600	Included
SECTION II:	E. Personal Liability - Each Occurrence	$300,000	25.00
	F. Medical Payments to Others - Each Person	$5,000	10.00

OTHER COVERAGES AND ENDORSEMENTS:
(Printed on the following page)

DEDUCTIBLE:

All Other Perils:	$1000
Wind & Hail:	$1000

Special Messages: OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY FOR DETAILS

THIS POLICY DOES NOT INCLUDE COVERAGE FOR FLOOD LOSSES.

A MINIMUM EARNED PREMIUM OF $50 APPLIES TO ALL POLICIES REGARDLESS OF HOW LONG THE POLICY IS IN FORCE. THIS IS NOT REFUNDED WHEN THE POLICY IS CANCELLED.

Mortgagee:

<u>1st Mortgagee</u>
The Citizens Bank Of Logan
188 W Main St
Logan, OH 43138
Loan #357757 Escrow: Yes

<u>2nd Mortgagee</u>

David L Pratt
President

ASI HO OH DEC 03 21

The ASI Group is an affiliate of The Progressive Corporation

Named Insured(s): PATRICK J BALDING

Policy Number: OHA265462

Other Coverages and Endorsements:	Form Number	Limit	Premium
Homeowners Protection Policy	ASI HOH OH 04 21		
Coverage Explanation for Home Day Care Business	ASI HO NHDB 02 19		
Additional Interest	ASI HO AINT 06 15		
Functional Replacement Cost Loss Settlement	ASI HO FRC 07 19		
Progressive Home & Auto Bundle Package	ASI HO PHAA 01 21		
Scheduled Personal Property Endorsement	ASI HO SPP 02 21		
PC / Construction Factor			40.03
Ordinance or Law		27300	Included
Personal Prop Replmnt Cost	ASI HO PPRC 05 21		22.61
Household Factor			24.73
Number of Residents			-0.88
Paid in Full Discount			-108.24
Tier Factor Premium			-206.11
Package Policy Discount			-62.96
Roof Material			345.41
Claims Free Discount			-43.20
Updated Home			-4.15
Age of Dwelling			45.21
All Other Perils Deductible		1000	-13.54
Wind/Hail Deductible		1000	-27.85
Square Footage			-190.75
Mine Subsidence Coverage	OH MSI 2	273000	1.00
Total Water Peril Premium			297.33
Fixed Base Premium			95.00
Personal Injury Coverage	ASI HO PNJ 04 17		15.00
Water Backup Coverage	ASI HO WBU 02 19	5000	53.00
Number of Stories			14.64
Increased Repl Cost on Dwelling	ASI HO IRC 10 19	68250	32.70

Scheduled Items:

Category	Description of Property	Value	Premium
Misc Personal Property	Ameriprise Quoting: Misc Personal Property 1	5000	
Misc Personal Property		5000	$50.00

Additional Insured:

Interest:

Additional Interest:
City of Athens Ohio
28 Curran Dr
Athens, OH 45701
Interest:
Other

Rating Information:

Construction Type:	Frame		
Type of Residence:	Single Family	Total Square Feet:	1,196
Year Built:	1946	ASI Territory:	601
Roof Year:	2003	County:	ATHENS

Special Conditions:

PLEASE READ YOUR POLICY DOCUMENTS CAREFULLY AS SPECIAL CONDITIONS AND EXCLUSIONS APPLY. THESE INCLUDE, AMONG OTHERS:

1. LIMITED LIABILITY COVERAGE FOR WATERCRAFT AND RECREATIONAL VEHICLES
2. NO LIABILITY COVERAGE FOR EXCLUDED ANIMALS

Notes:

Added Additional Interest

0-85-23

Introduced by Sarah Grace, Chair
Planning & Development Committee

AN ORDINANCE ACCEPTING A CERTIFICATE OF REGISTRATION FROM MADISON ENERGY COOPERATIVE ASSOCIATION/UTILITY PIPELINE LTD, FOR USE OF THE CITY'S RIGHT-OF-WAY.

WHEREAS, the applicant will have a total of 3 miles of utility in the public right-of-way;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Right-of-Way, Chapter 49.03.02, Certificate of Registration Application, existing users of the City's public right-of-way must be registered with the City. The City hereby accepts the Certificate of Registration of Madison Energy Cooperative Association/Utility Pipeline LTD, as indicated on the application and exhibits attached hereto and incorporated herein by reference.

SECTION II: The term of said registration for Madison Energy Cooperative Association/Utility Pipeline LTD, shall be continuous unless revoked or terminated by the City of Athens.

SECTION III: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

Office of Code Enforcement
& Community Development
28 Curran Drive
Athens, OH 45701
(740)592-3306
(740)594-6304 Fax
http://www.ci.athens.oh.us
codeoffice@ci.athens.oh.us

(For Office Use Only)

Registration # TR23-000001

Date Rec'd 7/13/2023

Certificate of Registration Application

Title 49

In accordance with Title 49 Application Fee: "At the time that a person submits an application for Certificate of Registration Application, such person shall pay a non-refundable application fee of $50 payable to the City of Athens."

Applicant Information:

Legal Status*: ☒ ***Corporation*** ☐ ***Partnership*** ☐ ***Other***

*identification of applicant's legal status (i.e., partnership, corporation, etc.) and ownership and control. If a corporation, a copy of the certificate of incorporation or its legal equivalent as recorded and certified to by the secretary of state or legal equivalent in the state or country in which applicant is incorporated.

Corporation Name Madison Energy Cooperative Association

Mailing Address 4100 Holiday St. NW, Suite 201, Canton ***State*** OH ***Zip*** 44719

Applicant Name Joseph Monaco **Phone #** 330-498-9130 ext. 307

Email Address jmonaco@utilitypipelineltd.com

24 HR Contact Information

Contact Name Tim Lantz

Emergency Phone # (can be reached 24 HRS a day) 740-270-4188

Total number of miles (rounded up to the nearest mile) of right-of-way being used or occupied by provider:

3 miles

Registered with The City of Athens Tax Department:

Withholding Tax Account: yes ☐ no ☒

Net Profit/Loss Account: yes ☐ no ☒

APPLICATION for Title 49 Registration
Pg. 2

Required Attachments:

Attached	N/A	
☒	☐	Certificate of insurance (if applicable) to be provided to meet the requirements of this chapter (The City of Athens listed as the Certificate Holder).
☐	☒	Copy of the applicant's certificate of authority from the PUCO and/or the FCC and/or FERC if the applicant is lawfully required to have or actually does possess such certificate(s) from said commission(s) and any other approvals, permits, or agreements including, but not limited to, any pole attachment and/or conduit use agreements existing between applicant and an owner of said poles and/or conduit.
☐	☒	A detailed description of applicant's proposed facilities, including, but not limited to, credible information detailing applicant's financial, managerial, and technical ability to fulfill applicant's obligations under this chapter and carry on applicant's proposed activities, and other information as described in this chapter and any rules and regulations.
☒	☐	Any information considered reasonably necessary and lawful to demonstrate willingness to comply with the requirements of this chapter and information that the city may request of the applicant that is relevant to the city's consideration of the application.

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED IS TO THE BEST OF MY KNOWLEDGE TRUTHFUL AND ACCURATE. NEITHER I, NOR ANY PERSON CONTROLLING ME, HAVE BEEN ADJUDGED BANKRUPT OR BEEN FOUND BY ANY COURT OR ADMINISTRATIVE AGENCY TO HAVE VIOLATED A SECURITY OR ANTITRUST LAW, OR TO HAVE COMMITTED A FELONY, OR ANY CRIME INVOLVING MORAL TURPITUDE.

By signing this application, the applicant acknowledges the enforceability of application commitments, certifying that the application meets, and that the applicant will comply with, all federal, state and local law requirements, including without limitation, the requirements of Athens City Code Title 49.

Applicant Signature Joseph G Monser, CFO

Dated this day the 10 **day of** July 2023

NOTARIAL SEAL
STATE OF OHIO

ROBERT YODER
Notary Public, State of Ohio
My Commission Expires 12-05-2023

Notary Public, Robert G Yoder

My Commission Expires 12-5-2023

(Office Use Only) Registration #____________

Reviewed by: ______ Documents: ____ Fee ____ COI ____ Cert. Auth. ____ Descript. ____ Other

Director: ______ ☒ Approved ☐ Denied Date: 7-17-23

Service-Safety Director: ______ ☒ Approved ☐ Denied Date: 7/17/2023

City Council President: ______ ☐ Approved ☐ Denied Date: ______

ACORD

UTILPIP-01

MWILMOTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schauer Group, Inc. 200 Market Ave. N Suite 100 Canton, OH 44702	CONTACT NAME: PHONE (A/C, No, Ext): (330) 453-7721 FAX (A/C, No): (330) 453-4911 E-MAIL ADDRESS: insure@schauergroup.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Starr Indemnity & Liability Co
INSURED Utility Pipeline, LTD. 4100 Holiday Street NW Suite 201 Canton, OH 44718	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			1000090738221	10/18/2022	10/18/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			1000679514221	10/18/2022	10/18/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			1000095588221	10/18/2022	10/18/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Athens 28 Curran Dr Athens, OH 45701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

0-86-23

Introduced by Jeff Risner, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING DISPOSAL OF A POLICE DEPARTMENT VEHICLE NO LONGER NEEDED FOR A MUNICIPAL PURPOSE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Athens City Council hereby declares the following Athens Police Department vehicle no longer needed for a municipal purpose:

VEHICLE	SERIAL/VIN #	FIXED ASSET#
(APD) 2017 Jeep	1C4NJRBB9HD129560	850331

SECTION II: The above-listed vehicle is hereby authorized for disposal by donation to other governmental agencies, auction, sealed bids, trade-in, sell for scrap, or by Enterprise wholesale auctions or other Enterprise outlets.

SECTION III: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-87-23

Introduced by Sam Crowl, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2023 APPROPRIATION ORDINANCE 155-22.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The 2023 Appropriation Ordinance 155-22 is hereby amended by appropriating from the unappropriated balance the following sums:

Three Thousand Six Hundred Forty Dollars ($3,640.00) to General Fund, Lands & Buildings, 101.112, T.C. 200, for the 2023 NOPEC Energized Community Grant; and

Twenty Thousand Dollars ($20,000.00) to Water Fund, Administration 740.636, T.C. 300, for payments to Le-Ax Rural Water District under the Kershaw Greene agreement, and increasing the total appropriations by the same amounts.

SECTION II: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

President of Council

ATTEST: APPROVED:

Clerk of Council Mayor

R-10-23

Introduced by Jeff Risner, Chair
Transportation Committee

A RESOLUTION CREATING A PEDESTRIAN ACCESSIBILITY AND BICYCLE TASK FORCE FOR THE CITY OF ATHENS.

WHEREAS, in 2010 City Council adopted a Bicycle and Pedestrian Plan to provide an environment that makes walking and bicycling a safe and attractive option; and

WHEREAS, the City's Comprehensive Plan 2040, adopted in 2020, states that a guiding principle is that "we will promote multi-modal and active transportation solutions that better connect our neighborhoods, our destinations, and each other," and that based on community input, "there was broad support for strengthening the sidewalks and bicycling network and addressing accessibility challenges throughout town;" and

WHEREAS, Athens City Council Resolution R-14-21, adopted on December 13, 2021 created an ad hoc Pedestrian Accessibility Committee tasked with identifying pedestrian priorities and strategies to meet the goals set forth in the City's 2040 Comprehensive Plan and the 2010 Bicycle and Pedestrian Plan; and

WHEREAS, the ad hoc Pedestrian Accessibility Committee developed the City of Athens Pedestrian Accessibility Plan that includes 47 recommendations designed to improve pedestrian safety and accessibility and that the City Council voted to accept on April 17, 2023; and

WHEREAS, cities that provide safe and enjoyable places to walk and bicycle are more economically productive in that they encourage business activity, attract visitors, and increase property values; and

WHEREAS, a group tasked with working collaboratively with the city and other complementary groups can better ensure that the Pedestrian Accessibility Plan will be implemented according to the priorities, needs and wants expressed in the plan and align with city planning documents and priorities;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Athens City Council hereby supports the creation of a Pedestrian Accessibility and Bicycle Task Force, within the City Council Transportation Committee, tasked with promoting walking and biking as part of a multi-modal transportation system and providing leadership and expertise to City Council and City staff.

SECTION II: Athens City Council recommends that the Task Force be comprised of, at a minimum, five (5) members to include: (2) residents, one that may reside outside the corporate limits but within the county, a representative of the City's Commission on Disabilities, an Ohio University student, and a member of City Council, all to be appointed by the Council President.

SECTION III: Objectives of the Task Force shall include:

- Establish Task Force governance and representation
- Promote traffic, pedestrian, bicycle and personal mobility device safety, accessibility, and awareness
- Work with City administration to implement recommendations in the Pedestrian Accessibility Plan
- Promote SPACE (Safety, Proximity, Accessibility, Connection, and Ease) for an optimal transportation infrastructure.

SECTION IV: Said Task Force will coordinate with Athens City Commissions, Committees, and Departments including: the Athens City Commission on Disabilities; Environment and Sustainability Commission; Shade Tree Commission; Engineering and Public Works; Arts, Parks, and Recreation; and other organizations including the Athens City-County Health Department; Age-Friendly Athens County; Athens County Mobility Manager; Athens Public Transit; Ohio University Transportation Services; and the Office of Sustainability.

SECTION V: City Council recommends the Task Force report to City Council annually and submit an annual report of progress on its objectives as outlined above.

SECTION VI: This Resolution shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

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President of Council

ATTEST: APPROVED:

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Clerk of Council

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Mayor

Christine Wilson

11777 Peach Ridge Road, Athens, Ohio
45701740-707-1771 |
flutina57@gmail.com

Profile

My background is very eclectic; as a professional musician, teacher, radio host, and an advocate for folks with disabilities. I am currently a retired musician and recently retired from the Athens County Board of Developmental Disabilities. Certified professional in the developmental disabilities field with a passion for advocacy and community outreach. A flexible, patient, and creative problem-solver with an open mind who loves learning from others. Iam organized, empathic, and energized. I enjoy helping others, gardening, community involvement, and home projects.
Comfortable with a variety of technology and software.

Experience

Athens County Board of Developmental Disabilities, Athens, Ohio **January 2019-July 2022**
Integrate Athens Coordinator, Integrate Athens

- Assists in creating inclusive opportunities for people with developmental disabilities.
- Leads and assists in Integrate Athens Advocacy meetings twice a month.
- Provide resources for the ACBDD Service and Support Administration, Athens County Day Centers,Direct Support Providers, and ACBDD families.
- Assists with the Athens County Board of Developmental Disabilities with events, projects, andpresentations geared towards inclusiveness and community involvement.

Athens County Board of Developmental Disabilities, Athens, Ohio **August 2014 - 2019**
Integrated Outcomes Coordinator, ATCO

- Advocates for adults with developmental disabilities.
- Completes written, person-centered plans for individuals while at ATCO.
- Provide daily interaction with individuals and assists with problem-solving for everyday life skills.
- Assist ATCO and the Athens County Board of Developmental Disabilities with events, projects, andpresentations geared towards inclusiveness and community involvement.

Personnel*Plus*, Athens, Ohio **April 2012 – August 2014**
Job Trainer

- Provided job coaching and training for clients with developmental disabilities.
- Completed detailed daily electronic documentation and reports.

Substitute Teaching positions **June 1999 – April 2012** Created positive learning environments along with maintaining order, organization, and efficiency in theclassroom. Provided conflict-resolution in dealing with parent/student situations.

- **Saint Patrick School,** London, Ohio February 2012 - April 2012Music, K-8 and Social Studies, Middle School

- **Columbus Catholic** and **Columbus City Schools,** Columbus, Ohio August 2011 - Feb 2012All academic subjects and music K-6

- **Athens City Schools,** Athens, Ohio June 1999 - May
  2011All academic subjects and music K-12

Private Flute/Piccolo Teacher, Murray, Kentucky and Athens, Ohio September 1985 - May
2011Taught flute/piccolo to elementary through high school students.

Owensboro Symphony Orchestra, Owensboro, Kentucky August 1985 - July 1998
Third Flute and Piccolo in an Eighty-piece orchestra

- Eight subscription concerts per year.
- Performed with Joshua Bell, Christopher O'Riley, Marian McPartland, John Denver, FlorenceHenderson, Alison Krauss, and the Osborne Brothers.

Evansville Philharmonic, Evansville, Indiana August 1990-1998
First Call for Flute and Piccolo in an Eighty-piece orchestra

- Twelve Subscription Concerts per year
- Performed with Smothers Brothers, Maureen McGovern, and Sandi Patty

WKMS 91.3, Murray, Kentucky March 1985 - June 1993
Volunteered weekly as an on-air Classical Music Radio Host

- National Public Radio (NPR)
- Host, voice-overs, record scheduled program feeds, and technical production of a classical radioprogram.

Education

Western Illinois University, Macomb, Illinois
Bachelor of Arts Degree in Music Education, 1980

PROPOSED LANGUAGE FOR AMENDMENT

R-06-23

Introduced by All Members of Council

A RESOLUTION OF THE CITY OF ATHENS REAFFIRMING ITS COMMITMENT TO OPPOSE ALL FORMS OF BIGOTRY, PREJUDICE, AND RACIAL INJUSTICE.

WHEREAS, the City of Athens is devoted to cultivating a ~~City~~ community that ensures all members of the community are welcomed and supported; and

WHEREAS, the City of Athens is committed to creating a future where community members of all diverse race, as well as, age, religion, ethnicity, citizenship status, gender identity, sexual orientation, and socioeconomic diversity are welcomed and can thrive in an intersectional democracy; and

WHEREAS, the City of Athens acknowledges historical injustices and existing structural racism in the City of Athens that have impacted community members' success in and access to education, employment, healthcare, ~~and~~ housing, and other areas; and

WHEREAS, the City of Athens supports strengthening efforts to promote accountability across local organizations and institutions; and

WHEREAS, the City of Athens is committed to equity, fairness, and justice, protecting its most vulnerable residents and those most impacted by racial inequities; and;

WHEREAS, the City of Athens acknowledges the work of Council by declaring racism a public health crisis in Athens City Resolution 10-20; and

WHEREAS, the City of Athens is committed to cultivating a space that centers and celebrates the diverse lived experiences of all members of our community; and

WHEREAS, the City of Athens condemns acts of discrimination, racial profiling, brutality, and other forms of mistreatment by any City employee, ~~brutality, racial profiling, and the use of excessive force by law enforcement officers, individual law enforcement officers and our police department~~ and supports strengthening efforts to promote accountability for all City employees; and

WHEREAS, the City of Athens is committed to investing in public safety and in services that ensure all members of our community's safety, health, and well-being are centered, and supports immediate steps to analyze existing City structures, policies, and budgets to ensure it promotes racial equity for all members of our community; and

WHEREAS, the City of Athens will dedicate resources, platforms, political will, and authority to identifying and addressing gaps that continue to exacerbate existing racial inequities within our community;

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The City of Athens is hereby committed to cultivating a community centered on the City's vision statement that "*Athens is a welcoming, forward-thinking, and diverse community that celebrates its eclectic college town roots while growing sustainably.*"

SECTION II: The City of Athens' hereby confirms its commitment to local actions that promote racial equity and improve outcomes for all people.

SECTION III: the Mayor, staff, and City Council will work together to create a Racial Equity Plan for the City and to develop an appropriate budget to support such a plan, create regular reporting cycles for City Council to review and discuss progress.

SECTION IV: the Mayor, staff, and City Council will create and strengthen existing partnerships while offering resources to community organizations and individuals engaged in work that supports racial equity.

SECTION ~~III~~ V: This Resolution shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

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President of Council

ATTEST: APPROVED:

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Clerk of Council Mayor