

BOB SAC

MINUTES OF FRANKLIN TOWNSHIP BOARD OF TRUSTEES

Meeting held June 14, 2017.

The Franklin Township Trustees held a regularly scheduled meeting on June 14, 2017 at 6 p.m. Trustee Ruppert, Trustee Morris, Trustee Callahan, Fiscal Office Fromeyer and Administrator Traci Stivers, were all in attendance.

The meeting began with the Pledge of Allegiance.

Approval of Minutes:

Mr. Morris made a motion to approve the minutes for May 24, 2017 meeting. Mrs. Callahan seconded this motion.

ROLL CALL: Mr. Morris – Yes
Mr. Ruppert – Yes
Mrs. Callahan – Yes Motion Carried.

Visitors:

None

Mrs. Pamela McKiddy sent over a letter about Dynegy Energy and requested it be read out loud in the public meeting. That letter is attached and will remain a part of these minutes.

Old Business:

None

New Business:

Mr. Ruppert made a motion to hire Angela Wells as the lead science teacher for the summer park programs at an hourly rate of \$20.00. Mr. Morris seconded the motion.

ROLL CALL Mr. Ruppert - Yes
Mr. Morris - Yes
Mrs. Callahan - Yes Motion Carried.

Mr. Morris made a motion to hire Lauren Hatfield as the lead art teacher for the summer park programs at an hourly rate of \$20.00. Mr. Ruppert seconded the motion.

ROLL CALL Mr. Morris – Yes
Mr. Ruppert – Yes
Mrs. Callahan - Yes Motion Carried.

Mr. Ruppert made a motion to hire Travis Wilson as the lead tennis instructor for the summer park programs at an hourly rate of \$20.00. Mr. Morris seconded the motion.

ROLL CALL Mr. Ruppert – Yes
Mr. Morris – Yes
Mrs. Callahan – Yes Motion Carried.

Mr. Ruppert made a motion to hire Genevieve Nenninger as an assistant art teacher for the summer park programs at an hourly rate of \$9.50. Mr. Morris seconded the motion.

ROLL CALL Mr. Ruppert – Yes
Mr. Morris – Yes
Mrs. Callahan – Yes Motion Carried.

Mr. Morris made a motion to hire Rachel Coffey as an assistant tennis instructor for the summer park programs at an hourly rate of \$9.50. Mr. Ruppert seconded the motion.

ROLL CALL Mr. Morris – Yes
Mr. Ruppert – Yes
Mrs. Callahan - Yes Motion Carried.

Mrs. Stivers presented the board with ten different bills for various Township accounts with Duke Energy. Mrs. Stivers said that as far as she can tell Franklin Township would be paying more if they choose to go with Dynegy Energy. Mr. Fromeyer also looked over the bills and agrees with Mrs. Stivers. Mrs. Stivers did reach out to the representative from Trebel and he disagreed. An email from him

explaining is in the Trustees packet. Mr. Morris requested that Mrs. Stivers meet personally with the representative. Mr. Ruppert requested the company send us a letter stating how it would be cheaper to go with Dynegy Energy than to stay with Duke Energy.

Mr. Ruppert made a motion to hire Sean Skimming as a volunteer Firefighter, without pay, for a six-month probationary period. Mr. Morris seconded the motion.

ROLL CALL Mr. Ruppert – Yes
 Mr. Morris – Yes
 Mrs. Callahan – Yes Motion Carried.

Mr. Morris made a motion to adopt Resolution No. 01-06142017 declaring 7109 State Route 123 a nuisance due to tall weeds/grass. Mr. Ruppert seconded the motion.

ROLL CALL Mr. Morris – Yes
 Mr. Ruppert – Yes
 Mrs. Callahan – Yes Motion Carried.

Mr. Ruppert made a motion to make an amendment to the Minutes of April 26, 2017. The Minutes were dated April 27th and the meeting was held April 26th. Mr. Morris seconded this motion.

ROLL CALL Mr. Ruppert – Yes
 Mr. Morris – Yes
 Mrs. Callahan – Yes Motion Carried.

Mr. Morris made a motion for the adoption of FMLA Forms. Mr. Ruppert seconded the motion.

ROLL CALL Mr. Morris – Yes
 Mr. Ruppert – Yes
 Mrs. Callahan – Yes Motion Carried.

Road Report:

Mr. Rose was on vacation. Mrs. Stivers indicated that the road crew had dug out the ditch at the park at Hunter. She also informed the board that State Route 123 would be closing for a culvert replacement.

Fire Report:

Chief Bishop was absent. Assistant Chief Daly noted that the Technical Rescue is training at Camp Hook next week.

Cemetery Report:

Mr. Steve Bishop was absent. Mrs. Stivers let the board know that Section 44 is complete and ready for sales. She also let the board know the Scattering Garden is still being worked on. Mrs. Stivers let the board know that the Township has had an additional small cemetery added to our responsibilities. Mrs. Stivers also stated that Historic Tour tickets are on pre-sale ONLY for July 8th at 6pm and 7pm.

Administrative Report:

Mrs. Stivers made the board aware that the new senior transportation bus has arrived. Mrs. Stivers stated she was looking into a cost of vehicle wraps and the board indicated that if the cost was less than \$2000.00 to proceed. Mrs. Stivers presented a proposed image of the Union Rd. park to the board.

Fiscal Report:

Mr. Ruppert made a motion to approve the payment listing. Mr. Morris seconded the motion.

ROLL CALL Mr. Ruppert-Yes
 Mr. Morris – Yes
 Mrs. Callahan – No Motion Carried.

Mr. Ruppert made a motion to accept the remaining reports. The motion was seconded by Mr. Morris.

ROLL CALL: Mr. Ruppert-Yes
 Mr. Morris – Yes
 Mrs. Callahan – Yes Motion Carried.

Executive Session:

Mr. Morris made a motion at 7:09 to go into Executive Session for the purpose of discussing: hiring, termination, promotion, demotion or discipline of personnel as well as imminent legal action. Mr. Ruppert seconded the motion.

ROLL CALL: Mr. Morris – Yes
Mr. Ruppert – Yes
Mrs. Callahan – Yes Motion Carried.

Mr. Ruppert made a motion at 7:25 to return to regular session. Mr. Morris seconded the motion.

ROLL CALL: Mr. Ruppert-Yes
Mr. Morris – Yes
Mrs. Callahan – Yes Motion Carried.

Comments by Individual Board Members:

Mr. Ruppert – None
Mr. Morris - None
Mrs. Callahan - None

Mr. Ruppert stated that by the terms of employee Cody Chilcutt’s pervious suspension, that suspension has expired. Mr. Chilcutt will now be taking FMLA time effective June 15, 2017.

Mr. Ruppert made a motion to terminate immediately the employment of Charles Johnson due to having two accidents while still on probation. Mr. Morris seconded the motion.

ROLL CALL Mr. Ruppert-Yes
Mr. Morris – Yes
Mrs. Callahan – Yes Motion Carried.

Comments By Individual Board Members: None

Mr. Ruppert made a motion at 7:29 to enter into the work session for the purpose of discussing fire dept. issues. Mr. Morris seconded the motion.

ROLL CALL Mr. Ruppert-Yes
Mr. Morris – Yes
Mrs. Callahan – Yes Motion Carried.

Mr. Ruppert made a motion at 8:02 to adjourn the meeting. Mr. Morris seconded the motion.

ROLL CALL Mr. Ruppert-Yes
Mr. Morris – Yes
Mrs. Callahan – Yes Motion Carried.

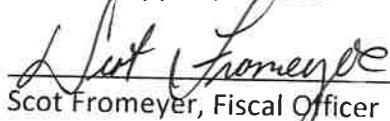
Beth Callahan, President



Brian Morris, Vice President



Ronald Ruppert, Trustee



Scot Fromeyer, Fiscal Officer

From: **Yahoo!** tomashp52@mta.com [mailto:tomashp52@mta.com]
Subject: Dynegy Notice
Date: May 25, 2017 at 7:54 PM
To: traci@live.com; franklin@townshipohio.us; contact@thepeople@perc.state.oh.us; paloran@help@scmc.org; contact@clfuohio.org; wboe@co.warren.oh.us; Pamela Tomashot tomashp52@mta.com [mailto:tomashp52@mta.com]

I am requesting that this email be read aloud during the next trustee meeting, in an effort to enter this communication into public record.

This email is being transmitted via separate email to the following State Representatives and Office of Consumer Protection:

Paul Zeltwanger
P. Scott Lipps
Niraj J. Antani

PUCO Case#: PTOMO52517LK

Today I received a notice in my mail (please see attached images) from both Franklin Township and Dynegy.

I am taking the time to communicate my concern(s) regarding this notice, and am requesting a response from the Franklin Township Trustees, and the PUCO.

The questions for which I request a response are as follows:

1. During our November 2016 election, the following ballot language was used:

Proposed Resolution Electric Aggregation Franklin Township A majority affirmative vote is necessary for passage. Shall Franklin Township have the authority to aggregate the retail electric loads located in Franklin Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out? Yes No

This ballot language is contradictory in nature. It is reasonable to expect that persons reading this ballot language may have construed that by voting **yes** or **no**, they may have "opted out". It is not a fair and accurate representation of the issue.

Question: Who chose this ballot language, and if applicable, what entity was consulted for the ballot language?

2. I have been unable to find a public notice for the onset of this program, earlier than September 9, 2016 (other than the November ballot language).

Question: What is the date of the most recent public notice for the onset of this program, occurring after the election?

3. I have reviewed the agreement (available on your website) by and between Franklin Township and Trebel. I have read the portions of the agreement that include the duties of Trebel to "**assist in the creating, conducting, implementing, and managing a governmental aggregation program**".

Because I have received documents in my U.S. Mailbox that have included the Franklin Township logo art, and are closed with the identity of the Franklin Township Trustees, I question the authenticity of this document (see attached images).

Question: Under what section of the agreement is authority given to Dynegy to utilize the Franklin Township logo and Trustees as a signature line on their documents? What trustee authorized a third party to utilize the Franklin Township logo and signature?

4. The date of this email is May 25, 2017. The notice from Dynegy requires that my "opt out" notice be postmarked no later than June 13, 2017. By calendar count, this gives me 19 calendar days, and 15 days for which the U.S. Post Office is open for business; to complete and return this document.

Question: Who is responsible for having chosen a time frame of 15 business days to make a decision for a legal document consisting of 4 pages?

5. The contract language mailed to my home by Dynegy does not include a PUCO certificate number or other information, identifying Dynegy as an approved aggregate provider.

Question: What is the certification number assigned to Franklin Township, by the PUCO, as an aggregate entity?

Narrative

I appreciate the consistent endeavours taken on by the Franklin Township Trustees, in an effort to serve our community. However, it should be noted that this program has been very poorly implemented. The very nature of elected trustees includes the responsibility to consider the demographics of the community they serve. This implementation included too little timely notice for persons with working schedules to review this type of document. This implementation included no support or consideration for the aging community. Indeed, I was contacted on more than one occasion by senior neighbors, asking for clarification regarding the "*letter from Franklin Township*".

Imagine the frustration for an aging individual to open this complicated document, and attempt to find support for the required decision making process, within 15 business days.

Imagine the further frustration for the person who opens this document and regards it as a solicitation for business, and throws it in the trash, only later to receive a notice from Duke Energy or Dayton Power and Light, that they have made a decision to change their electric provider, unaware.

The compensation to Trebel, per the agreement between Trebel and Franklin Township Trustees is \$0.0020 per kWh of electricity and \$0.007 per ccf of natural gas. Based on the average usage per residential customer (U.S. Energy Information Administration) Trebel can expect to earn approximately 100\$ annually from each Franklin Township address--for electric services alone.

Send this form to: Dynegy, 512 Walnut Street, Suite 1500, Cincinnati OH 45202

Fill out the required information in bold:

Account Number 8750036422

Name

Address 9121 Kipton Dr

Date

ABOUT THE PROGRAM

What is an Electric Aggregation Program?

Aggregation is an opportunity for cities, townships and counties to negotiate competitive electric supply prices and provide budget stability for their residents and small businesses.

First, residents must vote to give their community officials the ability to negotiate electric prices for their community. Once a referendum is passed, communities are able to aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electric prices.

How was Dynegy chosen as the supplier?

Your community implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynegy was selected to be your electric provider.

ELIGIBILITY AND ENROLLMENT

Who is eligible to participate?

Residential and small business customers located in your community may participate. Customers enrolled in with an alternative retail supplier will not be included in the initial program; however, they can call to be enrolled. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible for the program.

How do I enroll?

It's simple - Or automatic! Unless you "opt-out" of the program, all eligible customer accounts within your community boundaries will be enrolled in the program as long as they are not participating in one of the programs mentioned above. You will receive a "switch" letter from your local electric company confirming your enrollment.

Do I have to participate in the aggregation program?

All participating community customers within your community will receive an opt-out notification letter via mail. You may "opt-out" by returning the opt-out card by the deadline date identified in your notification. If you choose to opt-out, your account remains with your local electric company at their standard utility rate.

If I have opted in to be a part of the program, why do I have to opt-out?

The program was implemented for the community to develop an aggregation where each resident and business is automatically enrolled. Therefore, if you do not wish to participate, you must opt out of the program.

What happens after the opt-out

notification? You may opt out at any time by mail, telephone, email, or mail.

RATE AND TERM INFORMATION

What are the Rates & Terms for this Aggregation Program?

The price for electricity will be 5.29¢ kWh and will remain the same through your July 2020 meter read date. Customers who are enrolled in the program should see the changes on their monthly electric bill 45 to 60 days after enrollment.

What if your local electric company's rates decrease?

If at any time during the term of this Agreement your local electric company's rates fall lower than the Dynegy price, you will have the option to return to the utility, your local electric company, without penalty.

What happens at the end of the Agreement term?

At the end of the Agreement term, as defined in the Terms and Conditions you have the option of staying with a new aggregation program, returning to your local electric company, or signing with a new supplier independent of the Aggregation program.

BILLING AND SERVICE

Who will bill me for electricity? Will I get two bills?

You will continue to receive one monthly bill from your local electric company. The bill will include the charges for electricity supplied by Dynegy, as well as the delivery service charges from your local electric company.

Can I still have my payment automatically deducted from my checking account?

Yes, how you pay your bill will not change.

Who is responsible for the delivery of power to my home or business?

Your local electric company will continue to deliver your electricity and will be responsible for maintaining the system that delivers power into your home. As your energy delivery company, they will continue to respond around-the-clock to outages, service calls and emergencies regardless of your electric supplier.

Who do I call to report a power outage or problems with my electric service?

You will continue to call your local electric company for power outages, problems with your service or questions regarding your monthly bill.

Who do I call if I have questions regarding the Aggregation Program?

Dynegy at 888-682-2170 or DynegyCustomerService@Dynegy.com

MUNICIPAL ELECTRICITY AGGREGATION

Residential and Small Commercial Electric Supply Agreement

1. Purchase of Electricity - Dynegy Energy Services (East), LLC (DES) agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified at this Agreement. Customer's electric utility remains responsible for the delivery of electricity to the Customer.

2. Residential or Small Commercial Service - Customer acknowledges this Agreement is for electricity for residential or small commercial use only.

3. Price and Initial Term - The price for electricity (Price) will be \$0.3529 per kWh through your July 2020 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES may do so without Customer's consent provided there are no other changes to the terms and conditions of the Agreement.

4. Length of Contract - As a part of your community's program, your service from DES will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue for the term as specified in the special notification, ending on your meter read for the last month of service.

5. Billing and Payment - The charges for electricity provided by DES will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by DES under this Agreement. Though DES does not offer budget billing for the electricity provided, the Customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from DES, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.

6. Customer Cancellation or Termination of the Agreement - Customer's electric utility will send Customer a notice confirming the switch to DES for electricity. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO DES BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE. After the seven-day cancellation period, Customer must contact DES to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged an early termination fee. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.

7. DES Termination of the Agreement - DES may terminate this Agreement by giving Customer written notice of at least 30 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon program requirements. DES may also terminate this Agreement by giving Customer written notice if any Force Majeure event (see Section 13 of this Agreement), as defined below, physically prevents or legally prohibits DES from performing their obligations under this Agreement. Upon termination of this Agreement, Customer will return to Customer's electric utility unless Customer has selected another Competitive Retail Electric Service (CRES) provider. The effective date of any termination by Customer or DES will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DES of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

8. Environmental Disclosure - This Agreement incorporates the information provided to Customer or made available to Customer by DES's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

9. Assignment - DES may assign, subcontract or delegate all or any part of DES's rights and/or obligations under this Agreement without the consent of Customer. Customer shall not assign its rights and/or obligations under this Agreement without the consent of DES.

10. Information - Customer authorizes DES to obtain any information from Customer's electric utility necessary to perform this Agreement, including Customer's account name, account number, billing address, telephone number, service number, standard offer service type, meter readings, when charges hereunder are included on the electric utility bill, and Customer's billing and payment information from Customer's electric utility. DES is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for purposes of metering and credit reporting, participation in programs funded by the universal service fund pursuant to the Revised Code, or assigning a customer contract to another CRES provider.

11. Dispute Resolution - If Customer has a billing or other dispute involving this Agreement, Customer may contact DES at the address, email address or mailing address listed below. If your complaint is not resolved after you have contacted DES, you may contact your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-688-7826 (toll free) from eight a.m. to five p.m. Eastern Standard Time, or at 614-266-7600. Hearing or speech impaired customers may contact the PUCO via TDD at 614-266-7600. The Ohio consumers' counsel (OCC) represents residential utility customers in matters before PUCO. The OCC consumers' counsel (OCC) represents residential utility customers in matters before PUCO.

12. Agreement and Acknowledgment - This Agreement is a true and correct copy of the original Agreement. Signed: Municipal Electric Aggregation, Date: 10/15/2017

Aggregation... community... electric utility... who is... resident...