City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING
TUESDAY, SEPTEMBER 1, 2026
5:00 PM
COMMISSION CHAMBER - 2ND FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ADJOURNMENT TO EXECUTIVE SESSION

1) To consider the appointment, employment, dismissal, discipline or compensation of the City Manager or City Clerk;

2) To consider pending or imminent litigation.

EXECUTIVE SESSION

ADJOURNMENT FROM EXECUTIVE SESSION

ROLL CALL

MOTION TO APPROVE BUSINESS AGENDA

1) Rules of Conduct

PRESENTATION

Financial Update: First Half of 2026

APPROVAL OF THE MINUTES

1) **Approval of the Minutes from August 11, 2026, Public Hearing (Tabled)**
Approval of the minutes from the August 11, 2026, Public Hearing to discuss the Franchise between the City of Piqua and AES.

2) **Approval of Minutes from the August 18, 2026, Regular City Commission Meeting**
Approval of the Minutes from the August 18, 2026, Regular City Commission Meeting

OLD BUSINESS

1) **Ordinance No. O-10-26 (Third Reading)**
An ordinance authorizing the issuance of not to exceed the sum of two million eight hundred thirty thousand dollars ($2,830,000) of notes in anticipation of the issuance of

bonds for the purpose of paying the costs of construction, acquisition, and equipping of park improvements, facilities and all appurtenances relating thereto, refunding outstanding notes previously issued in anticipation of such bonds and paying the related costs of issuance thereof.

NEW BUSINESS

1) **Ordinance No. O-12-26 (first reading)**
An Ordinance repealing Chapter 33.03 and enacting a new Chapter 33.03 of the Piqua Code, relating to employee holidays and personal days.

2) **Resolution No. R-101-26**
A Resolution authorizing the City Manager to enter into an agreement with Online Information Services, Inc. for Utility Billing Collections

CITY MANAGER'S REPORT

COMMISSIONERS COMMENTS

ADJOURNMENT

NON-AGENDA PUBLIC COMMENT
(This is an opportunity for citizens to address the City Commission on Non-agenda items after the adjournment of the Business Agenda. Comments will be limited to seven (7) minutes.)

PROCEDURAL RULES AND RULES OF CONDUCT FOR CITY COMMISSION MEETINGS

BUSINESS AGENDA

1. Commission meetings shall be called to order by the mayor or presiding officer of the meeting. The clerk shall call the roll of the Commissioners.

2. The mayor or presiding officer shall thereafter lead the Commission in the Pledge of Allegiance.

3. Upon roll call being completed, the Business Meeting of the Commission shall commence.

4. The Commission shall, if necessary, add or remove items to the Business Agenda and approve the agenda once it is established.

5. After approval of the agenda, the Commission shall vote on approval of the minutes of prior meetings.

6. After the establishment of the agenda, the Commission shall permit public comment by the citizens of Piqua as required by Section 4 of the Piqua Charter on any approved agenda item. Any person providing public comment shall provide his or her name and street address prior to making any comments.

7. Any non-citizen may also participate in public comment if an ordinance or resolution made part of the agenda affects his or her business located within the city of Piqua or utility service they receive within the city of Piqua. Any non-citizen shall state his or her name and either what business he or she operates that is being affected by an ordinance or resolution, or what property address inside the city limits that he or she is receiving utility service.

8. Any person providing public comment may speak once for up to a total of five minutes on each resolution and ordinance made part of the agenda. No person shall be permitted to comment twice on an agenda item.

9. Once public comment is completed, the Commission shall immediately begin debate and deliberate on each agenda item. No public comments from the public shall be permitted during the debate and/or deliberation of ordinances and resolutions by the commission.

10. After deliberation on ordinances and resolutions, votes on ordinances shall be recorded by roll call and votes on resolutions may be recorded by voice vote; if a commissioner wishes to have a roll call vote on a resolution, any commissioner may request the clerk to call the roll to record the vote. The Clerk of Commission shall record the vote tally for each ordinance and resolution.

11. During the Business Agenda, only city employees including department heads and guests of department heads to discuss matters affecting the city, the Piqua Chamber Director, the Main Street Piqua Director, may make presentations during the Business Agenda part of the meeting.

12. At the completion of the Business Agenda, the mayor may or may not permit commissioners to address the community for the good of the city. Afterwards, the commissioners shall call the business meeting of the commission to a close and city staff may be excused.

NON-AGENDA PUBLIC COMMENT

13. Non-agenda public comment sessions may, upon the discretion of the Commission, commence after the regular business meeting of the commission adjourns.

14. Any non-agenda public comment shall not begin after 9 p.m. and shall not continue after 9 p.m.

15. Comments by the public shall be addressed to the Commission and mayor and shall be limited to a seven-minute period per person. Under no circumstances should the Commission or mayor interrupt any person's seven-minute time period unless the individual violates the Rules of Conduct or the individual commenting requests interactive dialogue. If a Commission member or the mayor comment during an individual's allotted time, the time taken for any comment by Commission members or the mayor shall not be deducted from the individual's allotted seven minutes so that they receive their full allotted time to speak. No person may speak more than one time during any non-agenda public comment session.

16. All comments shall be related to city business or activities.

17. The Clerk of Commission shall not be under any obligation to keep minutes of the non-agenda public comment session.

18. Public comment time shall be only afforded to persons who live within the City of Piqua city limits, Springcreek Township, Washington Township and/or Miami County or own property within the city or own a business within the city limits.

19. Any person providing public comment shall provide his or her name and street address prior to making any comments.

20. Any individual attending the Non-Agenda Public Comment period of the City Commission meeting may have signs that do not exceed 8 ½ x 11 in size. Such signs shall not be displayed in a way that obstructs the view of any other individual attending the meeting or any camera recording the meeting.

RULES OF CONDUCT

Recognizing that the city has a compelling and significant interest in conducting its meetings in an efficient manner, the following Rules of Conduct shall be enforced during the Commission Business Meeting and the Non-Agenda Public Comment session:

1. Obscene comments, physically threatening remarks, and disruptive conduct are prohibited;

2. Profanity that is disruptive is prohibited;

3. Racist and hate-filled epithets are prohibited;

4. Loud and boisterous conduct or comments are prohibited;

5. Cheering, jeering or clapping, unless for ceremonial purposes as determined by the mayor, are prohibited;

6. Noisemakers are prohibited;

7. All persons shall remain seated during commission meetings unless they are leaving the Commission Chambers or are addressing the Commission from the podium;

8. Any person desiring to make a public comment shall complete a public comment request card provided by the Clerk of Commission and shall deposit the card in the public comment request box. The box will be monitored throughout public comment

sessions and cards will be given to the mayor or presiding officer by the commission's designee during public comment sessions;

9. The mayor shall call the persons requesting to make public comment during the appropriate public comment periods;
10. When called by the mayor to address the Commission, the individual called shall address the Commission from the commission podium unless the person so called has a medical condition that prevents the individual from doing so; in such case, the mayor will make every attempt to accommodate the individual so his or her comments are heard by the public;
11. If during the non-agenda public comment session, the public comment cards have not all been called prior to the end of the meeting, the individuals not called will be placed at the top of the list for presenting comments at the next scheduled meeting;
12. If during the non-agenda public comment session, the public comment cards have been exhausted and the meeting has not been concluded, individuals who have not spoken may request to do so until the conclusion of the meeting.

Any individual violating a commission rule shall be warned by the mayor or presiding officer of the violation, and if such individual does not cease the activity so warned, he or she shall be asked to leave city hall. If an individual refuses to comply with the mayor or presiding officer's directive to leave city hall, the individual may be charged criminally for his or her conduct.

PIQUA CITY COMMISSION PUBLIC HEARING MINUTES
TUESDAY, AUGUST 11, 2026

CALL TO ORDER

The Public Hearing was called to order at 6:00 PM.

THE PLEDGE OF ALLEGIANCE

All stood for the Pledge of Allegiance.

ROLL CALL

Mayor Vetter asked for a roll call. All commissioners were present.

MAYOR OPENS PUBLIC HEARING

1) Review meeting procedures to be followed.

Mayor Vetter explained the procedure for this evening's meeting:
Persons wishing to speak during the public comment period must register in-person at the start of the meeting.
All present and requesting to speak will be required to swear-in at the beginning of the meeting.
The hearing will provide an opportunity for the city commission to receive information from and ask questions of the presenters and speakers.

2) Mass swearing-in by Mayor Vetter

Mayor Vetter gave an explanation of the oath before the mass swearing in:

Typically, zoning, employment, investigatory, or other “public hearings” swear in those who will discuss/present/comment.
The City is keeping a record of tonight’s public hearing given the City’s Charter requirements for a Franchise.
Everyone who is providing information, regardless of whether it is proponent or opponent information – including city staff, developer representatives, and individuals who sign up for public comment – will be sworn in.

Now, I am going to swear in all individuals who plan to provide a proponent's or opponent's testimony through the presentation or public comment periods.

Please stand, raise your right hand, and repeat after me, “I solemnly affirm and swear to tell the truth, the whole truth, and nothing but the truth.”

Mayor Vetter asked all wishing to speak this evening to stand, and please raise their right hand.

The language is from R.C. 2317.30 and Evidence Rule 603.

3) Rules of Conduct

Mayor Vetter explained that the usual Rules of Conduct will apply to this hearing.

PUBLIC HEARING

1) The Public Hearing is to discuss Ordinance No. O-7-26. A Franchise between Dayton Power and Light Company d/b/a AES Ohio, and the City of Piqua to permit AES Ohio to construct, maintain and operate electric utility facilities within the City of Piqua.

Mayor Vetter read Ordinance No. O-7-26, a franchise between Dayton Power and Light d/b/a AES Ohio and the City of Piqua to construct, maintain and operate city electric facilities within the city and stated this is the purpose of the meeting.

PRESENTATION

1) Staff Report

Presented by RJ Monnier, who wanted to note before starting that the ordinance has been amended in two significant ways after the project team and AES heard concerns from the public and commission. First, the term has been reduced from 40 years to 30 years and second, the amended ordinance includes a $1 million per year franchise fee payable to the city as consideration for granting the franchise agreement. AES specifically with whom this agreement is with is investing more than $100 million in infrastructure improvements to its network to serve this customer. The book life of those assets is up to 40 years and AES will use tools and cash to build that infrastructure. Both entities require assurance that their investments will be available to utilize in the future and the term provides that assurance and aligns the terms of the agreement with the useful life and expect a recovery period of the infrastructure.
Questions that have come up: Can Piqua be the provider of record for the project? No, the city does not have the capability to provide that amount of power. The data center requires a transmission connection at 138 kilovolts which the city does not have. Various options were explored, but none were considered viable.
What revenue was Piqua actually giving up? Roughly $500 dollars a month. The primary financial benefit to Piqua being the provider of record will be the kilowatt-hour tax, not significant utility revenue from the customer's operational load. Piqua currently peaks at 66 megawatts. The project is requesting 1400 megawatts for their operational load. On the construction side, 10 megawatts can fit in our existing network. We can serve it on our poles and wires and that is why we are able to add that load to the customer base as the provider and charge a demand component as revenue to the power system. But that distinction becomes particularly important when

considering what would happen if a 1400 megawatt operational load were treated as a PCA customer. That load will be figured into Piqua's contribution to the Dayton transmission peak and the PJM 5CPS from which a large portion of our power bill is figured. Their load, being approximately 20 times the size of the cities, would drastically increase the obligations to those entities and pickle's power costs as a result. Now the customer would pay for those costs while operational. But consider a scenario in which a 1400 megawatt load became part of Pickle's system behind Piqua's meter and subsequently left. I estimate the potential exposure in that scenario to be approximately $1585 million at the low end and as much as $220 million in stranded transmission and capacity cost associated with that load which will be payable within one year of the load leaving the system as in a deposit or other adequate security mechanism. That obligation would ultimately be borne by Piqua's power system and, therefore, its existing rate payers. The risk is entirely disproportionate to the size of our utility.
Chris Schmiesing spoke about the economic benefits. Forecasted community revenue sources include reinvestment area pilot payments in lieu of taxes, often referred to as pilots, tax increment financing payments in lieu of taxes, and income taxes on wages and salaries. The development agreement requires the data center company to make annual pilot payments to the city of Piqua, Piqua City Schools, and Upper Valley Career Center during the period each building improvement is receiving a community reinvestment area tax exemption. The estimated new revenue amounts that will be received from the pilots the company will pay during the exemption period include $1.8 million annually to the City of Piqua, $300,000 to the Piqua City Schools and $39,000 to the Upper Valley Career Center. The tax increment financing designation placed on the subject parcel will allow the new tax amounts generated by the increase in the valuations to be captured into a TIFF fund. The first 50% of the TIFF revenues collected go to the city of Piqua, Piqua City Schools, and Upper Valley Career Center with the school districts receiving 100% of the new revenues captured off of the increase in the land valuation. The second 50% of the TIFF revenues uh will go to the data center company for eligible cost it will incur to install the public infrastructure at no cost to the city. The estimated annual tiff amounts to be received include $1.9 million to the city of Piqua, $1.2 million to the Piqua City Schools, and over 170,000 to the Upper Valley Career Center. related to income taxes. The construction of the data center and the ongoing operations will result in a significant number of jobs and income taxes on wages and salaries and business earnings. With the estimated new revenue amounts from the income taxes, including an annual average amount of 2.9 million to the city of Piqua, an annual average of over $200,000 to Piqua City Schools.

2) Representative from entity seeking franchise agreement

Rob Beeler AES Ohio is here to address the questions and comments from the commission meetings of July 7 and July 21. The City of Piqua currently receives a transmission of 69 volts, whereas the project will require 345-volt transmission. Mr. Beeler presented three bullet points.
1) AES Ohio ability to serve the customer. The franchise agreement is permission from the City of Piqua to serve only this customer.
2) The terms of the franchise agreement. The utility investments are intended to be in place for a long time. These assets are often depreciated over 40 years and the terms of this agreement were initially set to closely align with the life of the assets. This franchise agreement offers the ability to continue this customer only to reduce the risk of changing service terms and;
3) Consideration of granting the franchise agreement. The city will receive several benefits with the approval of the franchise agreement. First, the relocation of the 69 KV line at no cost to the city and

second, an annual franchise fee that was mentioned previously.

3) Representative from project necessitating franchise agreement

Mike Sutinary, attorney for J5, LLC on energy matters. In order to be served reliably, the project will require an interconnect to a high voltage transmission system. This type of interconnection requires significant labor and construction activity on high voltage transmission systems that large utilities like AES Ohio are accustomed to doing. The franchise agreement will allow J5 to contract directly with AES Ohio, not only for service but also for the buildout for the of the necessary transmission infrastructure. With the negotiated changes to the franchise agreement in which J5 was involved, the city will directly benefit through the payment of a significant franchise fee by AES Ohio to be reimbursed by J5 and that payment goes to the city. Now, in addition to labor and construction activity, the interconnection process requires coordinating with various state and federal agencies, including the Federal Energy Regulatory Commission, the Ohio Power Signing Board, which has jurisdiction over large transmission facilities. And this coordination requires significant involvement from legal project team members and other internal external shareholders. Large transmission and distribution utilities like AES Ohio have extensive experience coordinating with these agencies and J5 is a counterparty to the AES Ohio agreements and will be involved with that coordination. Now, given the complexities associated with interconnecting large data center loads, we believe that it's important to have this franchise agreement in place. Further, having this franchise agreement in place, which was as was mentioned earlier, ensures that the project has a framework in place that allows the project to source power from the broader transmission grid and the retail supply market and that's a very important point and that'll happen when the facilities are constructed and become operational.

4) Representative from data center industry

Ken McDonald independent consultant. Specializes in data centers in NC, SC and OH going back 20 years, those were primarily cloud-based and are thriving. The data centers have been a boom in the areas they were built. Especially for schools, small business and infrastructure. He states property values and school performance go up due to the reinvestment into the community.

PUBLIC COMMENTS

1) Citizens and interested parties registered to speak will be called to present comments; the time limit is 5 minutes per speaker

Stu Shear has lived in many different places and negotiated many contracts within the government at many levels. Mr. Shear came back to Piqua to retire. Over the last six years, Piqua has had a bit of a mess. If the contract was renegotiated to 30 years and 1 million, why not 20 and 5 million? He feels it can be done. Suggests the whole contract be renegotiated professionally from "stem to stern." Commissioner DeBrosse asked the questions Mr.Shear had to RJ, so they could be answered. Why not 20 years and $5 million dollars? Second question. In the deal before us, are we giving away control of the utilities? Mr. Beeler from AES came back up to explain that he does not represent the contract but said the typical life of this agreement is 40 years but was reduced to 30 to benefit the customers. As to the control of the utilities, the city cannot service the data center's

operation load needs.
Scott Phillips expressed his appreciation to Commissioner DeBrosse for trying to have an open dialog this evening. The citizens feel like they have been kept in the dark. It doesn't seem like we are getting a fair deal. We want to know who we are really signing a contract with? AES is potentially selling, so are we protected? Commissioner Walker was pro business when running but wanted responsible growth. Mr. Phillips said he liked that. Mr. Phillips read a statement releasing Mayor Vetters' from service to the Piqua Governor's Council. Effective immediately, all duties are void, no voting rights and this is from Save Piqua voters.
Kathy Hostetter read a statement believes it's important to look at the whole picture a data center's investment can bring to the community in the form of high-paying jobs and the spending on local businesses. Look not just at the number of jobs but at the future for Piqua.
Richard Price read a prepared statement. When the AES substation was built. Not one letter was sent to the residents. In the Ohio Supreme Court Case Boggs vs, Cleveland, the city could be sued as a foreign municipality. Placing a humming high voltage substation 10 feet from his home is unconstitutional. From the beginning, Paul Oberdorfer did not take an oath of office, so, without having done so, anything he did for the data center, according to Article 15, Section 7 of the Ohio Constitution explicitly states that every person chosen to appointed office under the state shall before entering upon discharging their duties taking oath to support the Constitution and faithfully discharge the office.There's a statutory duty Ohio Revised Codes 323. All officers and appointees must take the oath of office before performing any official functions.Without completing these prerequisite legal steps, the individual Paul Oberdorfer lacks the dour authority to bind the city, meaning any official acts or contract executions attempted beforehand are legally vulnerable or invalid. Under Ohio law and standard municipal governance, a contract signed by city manager prior to a city commission vote and by an individual who never took an oath of office is considered legally void or unenforceable from its inception. There's Bricker Graydon municipal contracts are bound by strict statutory local charter restrictions. These exact facts trigger three major legal deficiencies that can invalidate the agreement. Again, article 15, section 7, he's got to sign his oath of office. Because a city manager never completed the basic legal qualifications for office, he doesn't possess the legal capacity to execute a binding contract on behalf of the taxpayers of Piqua. Ohio municipal law, city manager cannot independently contract for professional legal services unless explicitly authorized by the charter or a resolution passed by the commission first. Also, under Ohio municipal law, a contract before the legislative body votes to approve it is an impermissible act and all this makes it void. Ohio courts upheld public entering into a contract without prior authorizing vote or appropriation of funds from the city.
Rich Spraggs wanted to say first, I'm so proud to be a part of the passionate, dedicated people who are here tonight with So just the two brief things I have to say is, you've made some progress on amending this agreement, but we've got something that AES wants. We've got to take advantage of that demand. So, I'd urge more work be done to get a better deal.
Michael Sherry asked Paul Simmons to act out a scenario where AES came and asked to buy his property for significantly less than its value, but when he said no because he knew the value. Please reconsider this is a "crown jewel". Don't give it away.
Susan Spidel spoke about the environmental impact of a massive data center. This is a complicated issue and, due to past issues, there is a lack of trust. She thought she would be living out her days here, but more conversations are about where are we going to go now? Commissioner Walker asked if someone would speak about the noise and environmental impacts. The data center expert

came up and said that while you hear construction noise, you don't hear the hum as referenced.
Jonathan Wessel thinks the automatic renewal of the franchise is a violation of our charter. Mr. Wessel read section 104 of the city charter. "No franchise shall be granted, amended or renewed except by ordinance." The ordinance before us renews automatically, in conflict with our charter. The section continues, "Any such ordinance shall clearly specify the streets, alleys, public ways, places, and grounds of the city in, over, upon, or under which the privilege is granted." There is no list. How will this affect folks like Mr. Price? Can AES run transmission lines in any right-of-way? Should the customer seek to expand the facility through the acquisition of contiguous property that will also be utilized for data center activities, the city shall approve, upon request. That should go. If it is a foregone conclusion that the city could never serve this data center load or any future one, then we don't need that promise because it will be just as apparent when the next request comes around. Next, AES explicitly agrees it will not seek to own, construct, or operate any generation within city limits without first obtaining the express written consent of the city. The city is not defined. So, is that R.J.'s signature? Is that the city manager's signature? Or does that require a vote of this commission? Section four, if AES Ohio violates its obligations of this ordinance and is subject to the cure provision set forth in section five. So, hopefully you've got a copy of the ordinance in front of you. If you turn to section five, what you will find is that there is no cure provision. The million dollars AES gave us in this agreement is just enough to break even as power costs went up a million this year. Proposed dollar for dollar as our rates go up, we get a dollar back from J5. Commissioner DeBrosse asked Ryan Spitzer from Isaac Wiles to explain the charter provision regarding the automatic renewal of the franchise. Ryan answered that is Who is "The City"? Ryan answered it was The City of Piqua. Commissioner DeBrosse followed up by clarifying who would be signing? Ryan answered, as it's an ordinance, it would be the commission. Commissioner DeBrosse asked if that could be specified in the franchise. Ryan responded he would make any revisions they ask of him. Also, section 6 of the agreement foregone taxes.
Jerrie Hartzell thinks we need to get a different attorney. Ms. Hartzell gave an example of a divorced couple with no assets who you use as an attorney really doesn't matter, but if you are talking about one party has billions of dollars and the other has a mountain of debt, the attorney you have representing you means everything. A new attorney could bring a fresh perspective, and we could maybe remove some of the bias. Has a question about the city's ability to expand, and doesn't believe this will be contained to 600 acres. Commissioner Walker asked about potential expansion. Mr. Beeler responded that there are no plans. Any expansion would have to go before all the usual processes.
Alexander Hessler utility revenue calculated using AI. The city only stands to receive 1/400th of what AES stands to make on this deal. There is no other franchise agreement like this one in Ohio, maybe in the United States. This agreement has no safeguards. Commissioner DeBrosse asked if the city can manage this infrastructure. RJ answered no. Our equipment cannot, our employees cannot. Commissioner DeBrosse asked if there are any safeguards. RJ thinks the agreement is a safeguard as the project is taking on the expense. Commissioner DeBrosse asked Mr. Beeler if there are similar franchise agreements like this? The answer is no.
Alisha Lange a lot of people feel nothing they say means anything. She appreciates the dialog Commissioners DeBrosse and Walker have tried to bring tonight. She appreciates RJ. This is a start. It is highly irresponsible to make any decisions when we have an interim city manager, interim finance director and the mayor. Commissioners of ward three and ward five are being recalled. She hopes tonight is not because of the recall. The people here do not want this.

Emily Niederbach wants to know why the citizens' voices are not being heard. What is this project? What if this project does not work out? It is not too late to replant the trees. She left to go to school and came back as a mental health professional for children. This is her greatest fear: a data center.
Craig Mullenbrock has four questions which he submitted ahead of time. Commissioner DeBrosse asked if AES is privatized will it be regulated? Yes.
Karen Wessel read a statement. A public hearing is not a rubber stamp to approve an agreement. This agreement was only just rewritten yesterday.
Damon Wilson proposed a 20-year agreement, 20 million dollars. Mr. Wilson told a story about Motorolla coming into a small town Harvard pop. 5000. They made it successful but then they pulled out. Devastated the town.
Valerie Mulliken knows if AES comes into Piqua we lose. How do you build trust and confidence before you have a track record? You first have to ask why you took on this role.
Tom Hudson went back to November 2025 and Kris Lee, Tom Hohman, Jim Vetter and Frank DeBrosse waived the three reading rule. Mr. Hudson asked where the law director was. Rick Byron answered the law director on vacation. Mr. Hudson asked why the law director thought this was a good time to take a vacation.
Kim Heisler, Nobody seems to understand the agreement. Every question asked, everyone just looks at each other but doesn't seem to have the answer. Ms. Heisler showed a petition that kids signed who are against the data center.
Jim Heigel 30 years ago, he was at a meeting where it was disclosed the big 3 did not use the most power, but Cargill. It's now going to close in a year, and most of the auto plants are gone. Now AES is set to be sold to Black Rock. This agreement should benefit the City of Piqua. The site was only supposed to be a little over 300 acres. Now it's 600 acres.
Katie Koehler Wagner asked why the data center was passed as an emergency. What is the rush? If we know Black Rock is buying AES, why are we rushing? The schools do not need data center money, they need the state to properly fund the school as they should. The citizens do not want this. Kill the deal by killing the power. Commissioner Simmons asked Mayor Vetter to answer the question, what was the emergency?
Natalie Young asked the commission to continue to negotiate. The real question is what is the value of what we are giving them?
Solei Larkson comes before the commissioner today to slow down. The city is in turmoil. We have lost the city manager, finance director, purchasing manager, and economic development director. We need to slow down. The commission has the right to examine every document and

COMMISSIONER COMMENTS

Commissioner Simmons, we had 22 speakers tonight. Of that, 21 or 95.4% spoke against this data center.
Commissioner Walker thanked everyone for attending tonight.
Commissioner DeBrosse thanked the city staff for putting the meeting together. Obviously, negotiations are still active.
Commissioner Wead was here in November 2025. Said Paul Simmons was at the meeting and knew there was going to be an emergency.

ADJOURNMENT

The meeting was adjourned at 9:06 PM.

JIM VETTER, MAYOR

PASSED:

ATTEST:

COMMISSION CLERK

City of PIQUA

PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, AUGUST 18, 2026

CALL TO ORDER

The meeting was called to order at 6:00. There was no public viewing screen due to a problem potentially with the splitter.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

All commissioners were present.

MOTION TO APPROVE BUSINESS AGENDA

A motion to approve the Business Agenda was made by Commissioner Walker. Seconded by Commissioner DeBrosse. All in favor. Motion carried.

1) Rules of Conduct

APPROVAL OF THE MINUTES

1) **Approval of Minutes from the July 21, 2026, Executive Session and Regular City Commission Meeting (Tabled)**
Approval of the Minutes from the July 21, 2026, Executive Session and the Regular City Commission Meeting

A motion to untable the minutes was made by Commissioner Walker. Seconded by Commissioner Simmons. The motion was made to approve the minutes by Commissioner DeBrosse. Seconded by Commissioner Walker. All in favor. Motion carried.

2) **Approval of the Minutes from the July 27, 2026, Executive Session**
Approval of the Minutes from the July 27, 2026, Executive Session

Commissioner Wead made a motion to approve the minutes from the Executive Session. Seconded by Commissioner Walker. All in favor. Motion carried.

3) **Approval of the Minutes from the July 28, 2026, Executive Session**
Approval of the Minutes from the July 28, 2026, Executive Session

Commissioner Simmons made a motion to approve the minutes. Seconded by Commissioner

DeBrosse. All in favor. Motion carried.

4) Approval of Minutes from the August 3, 2026 Regular City Commission Meeting
Approval of the Minutes from the August 3, 2026, Regular City Commission Meeting

Commissioner DeBrosse made a motion to approve the minutes. Seconded by Commissioner Walker. All in favor. Motion carried.

5) Approval of the Minutes from August 11, 2026, Public Hearing (Tabled)
Approval of the minutes from the August 11, 2026, Public Hearing to discuss the Franchise between the City of Piqua and AES.

Commissioner Simmons wanted to table the minutes as he felt there were things mentioned in the August 11, 2026, meeting by him that were missing. A motion to table was made by Commissioner Wead. Seconded by Commissioner Walker. All in favor. Motion to table carried.

OLD BUSINESS

1) Ordinance No. O-7-26 (Third Reading)
An Ordinance approving a franchise between the Dayton Power and Light Company d/b/a AES Ohio, and the City of Piqua to permit AES Ohio to construct, maintain, and operate electric utility facilities within the City of Piqua, Ohio, for the provision of electric utility service to J5 LLC, for a period of 30 years, automatically renewing for successive 1 year terms thereafter.

Motion to untable the ordinance made by Commissioner DeBrosse. Seconded by Commissioner Walker. Mayor Vetter, Commissioners DeBrosse, Walker and Commissioner Wead voted in favor. Commissioner Simmons voted against untabling the ordinance. Motion carried.
Presented by Chris Schmiesing, included the amendments to the ordinance as published on August 10th, 2026. Prior to the public hearing on this ordinance, those amendments included a provision requiring an annual $1 million franchise fee payment to the city, a provision allowing the city to terminate the agreement for failure to make the franchise fee payment, and a reduction in the initial term of the franchise period to be 30 years.
Valerie Mulliken asks that the Commissioners not approve this deal. One million dollars is not sufficient. This deal is going to hurt not just our citizens in our community, but it is going to hurt citizens around our community that are also on AES. As AES is in the process of negotiating a deal with another company where they're going to be selling out to a private enterprise, that means private enterprises can charge what they want because they are no longer governed by the public utilities commission. Ms. Mulliken believes that means that our neighbors to the south, the north, the east, the west all get whatever we decide in this city today.
Dasch Underwood voted for someone to represent him. He did not run for their seats and does not feel any of the commissioners deserve the treatment they have dealt with. There are people in the community that may not approve but appreciate what they are doing. Thanked the commissioners for the job they are doing.
Alexander Hessler corrected himself from the last meeting that RJ Monnier's math was correct. Mr. Hessler just wants everybody to be clear that the excise tax is calculated as being just under $500

million for the 30 years. According to Mr. Hessler, by 2034, when the data center is fully operational, the city of Piqua should be getting $18 million a year. Piqua is getting $8 million. It feels like we aren't being heard. Commissioner DeBrosse asked RJ about the kilowatt tax. Where does that tax go? Mr. Monnier responded to the general fund. Commissioner DeBrosse asked if the city could supply the power needed to support the data center. RJ said no. Commissioner DeBrosse cannot understand how we are giving away what we cannot supply. Commissioner Walker asked what happens when AES sells. Mr. Beeler replied that Blackrock will be bound by the AES deal.
Alisha Lange does not believe anything the citizens say tonight will make a difference. Social media has been brought up and there are currently 2.8 million people watching this outcome. There is a petition ready to overturn this ordinance going around and they only need 750 signatures.
Susan Spidel said we cannot undo the damage we have already done to the land. The question is what are we leaving behind for the next generation? Next, in the agreement, the data center has first right of refusal to the adjoining property. Commissioner DeBrosse said he will get clarification. Ms. Spidel understood that if the city put in a data center and that meant an infrastructure that would facilitate manufacturing and bring more jobs. A bad deal is a bad deal. Walk away.
Commissioner DeBrosse asked Chris about the right of refusal and Chris replied that it would only apply if the current owner is served by the data center. If served by the city, it cannot. RJ answered that AES is setting the city up for future development. Mayor Vetter asked who owns the property and RJ said he does not know, but it is not the city. Glenna Fulks spoke and stated she worked as an aide during the Clinton Administration. When there was a first attempt at universal health care, it failed due to a lack of thoughtful participation. There is a lack of trust between the commission and the citizens due to a lack of transparency. This process was rushed and in doing so a lack of due process was ignored. Today Meta showed their hand. Meta has pledged $8 million to Piqua for emergency services and equipment. And while that is not an insignificant amount, it is just the beginning of what could be. Ms. Fulks suggests the commissioners take some thoughtful consideration and look to see how much more remains on the table. And remember that they still hold most, if not all, of the cards.
Kim Heisler read a memo by Rick Byron. Stated we have no safeguards. Who reviewed the agreement? If, in fact, Bricker Graydon was negotiating a good faith deal, they would not have rushed a deal on Halloween for a meeting to be held days later. This is a bad faith deal. The $8 million sounds like a bribe. Do we really want to be working with unethical deals? There are still no environmental impact studies. Please vote no. Commissioner DeBrosse asked Rick Byron to address the memo he provided. Rick Byron said he had reviewed the agreement.
Katie Kohler Wagner saw the deal, and she is all for first responders getting the things they need. She is all for economic development. When you look at what Meta has, $200 billion in revenue in 2025, so a $1 billion investment is only a 1.65% investment into the community. Table this deal again. There are still unanswered questions. Listen to the people.
Kimbe Lange is deeply concerned about this deal. The impact on our community. Fire trucks cannot replace farmland. According to the city's own information, the center's expected use is 2 million gallons of water a day. Where are the studies? We and the commissioners should have those studies and time to review them. The questions did not disappear because the data center offered to buy fire trucks. She asks to please not pass this tonight. The people of Piqua should not have to choose between economic development and resources. Commissioner Walker asked about water consumption. Chris Schmiesing answered that they revised the plan to a closed loop system that only uses the same amount of water as two restaurants.

Natalie Young asked if there were any answers to any of the questions she had from the last meeting. Seems like a waste of time to ask the questions. Will the franchise fee go into the general fund? Have any of the commissioners spoken to another attorney besides Bricker Graydon and Ms. Stiltner? Has anyone in this room handled a deal this big? Not everyone in the room is against the data center. They just have questions that are not getting answered. Commissioner DeBrosse asked if any other attorney had reviewed this agreement. Attorney Ryan Spitzer answered that he had. Commissioner DeBrosse asked about protections. Specifically, AES. Attorney Spitzer answered that there is a good faith provision and there is a provision for the city to terminate the agreement for repeated violations. Commissioner DeBrosse asked about the franchise fees going to the general fund. Kayla White, Interim Finance Director, answered that yes they would. Commissioner DeBrosse asked about Community Benefit Payments. Has that been brought up? Chris Schmiesing answered that it had been brought up in the form of the Safety Impact Fee. There can be other forms of community benefits in the form of bonuses to teachers in other locations. Commissioner DeBrosse asked if there was an inflation adjustment on the franchise fee? Mr. Schmiesing answered no. It was a flat one million dollar fee. Commissioner Walker asked Interim City Manager Rick Byron about the conversations determining the needs of the police and fire departments. Mr. Byron answered that a representative from California spent two days with the police and fire departments looking at equipment and training facilities. Commissioner Wead asked about the rate payer protection plan and the impact where they agreed to fully cover the costs involved in the building of the data center.

Jeff Lange asked where are all the people that support the data center? They could have been here. Who is AES? Formerly Dayton Power and Light. If this goes through, what happens to our power employees? What about the billing? Will there be lag times when there are outages? Who is watching out for us? Vote this down. Get out and talk to other communities with these data centers.

Mayor Vetter asked RJ about Mr. Lange's questions. RJ doesn't foresee any changes to our services or staff. Commissioner Walker asked where AES is based. Mr. Beeler replied that there are locations Dayton, in Indianapolis and Dallas.

Scott Phillips said the commissioners are about to be famous worldwide. First to AES, we want to be good partners. Will you be shipping in your own power? What about generators? Mr. Beeler answered that AES cannot own generators. If bought by Black Rock, they are still bound by all the same regulations as AES would be. To Commissioner DeBrosse, when the data center has "shall allow" and "in good faith", what does that mean? There is no specification. What about when the next data center wants to come? This is not a good deal. Asked Chris Schmiesing if a data cost analysis had been done. Mr. Schmiesing answered yes. He then asked what the ROI was. Revenue comes out on the positive for water and the infrastructure and the property tax revenue. Mr. Phillips asked Chris to explain the tax revenue. Commissioner Simmons said if AES can't have their own generators, what about META? What about J5? The attorney for J5 said that they could have generators, but he couldn't speak as to the number. Commissioner Walker said when he visited the data center he saw two generators.

Troy Ouhl said, with school getting ready to start up, he wants to talk about the negativity. That will come up in his classes. He knows most of the commissioners, they are good people. The social media we see are clickbait and based on prior searches.

Mike Sherry asked to make the franchise fee grow by the rate of inflation. Put in the contract that, as the rates go up, AES will reimburse the citizens. Commissioner DeBrosse asked if RJ could

address any of Mr. Sherry's comments. RJ clarified that we do not buy our power from AES.
Jerrie Hartzell said we have no city manager, finance director, or community service director. We still have no audits done. These are big decisions. Why can't we table this? There is no severability clause. If no part of this contract can be enforced, there is nothing that says they will be compelled to comply. Who owns the land? Doesn't understand the "shall approve" clause. Why would you sign away your authority? Seems like legislative malpractice. Has there been a valuation on what Piqua is bringing to the table? Commissioner Walker asked who owns the property? Mr. Schmiesing answered that J5, LLC is the registered owner. Commissioner DeBrosse asked who "The City"? Attorney Spitzer answered it was the City of Piqua, not an individual. Commissioner DeBrosse then asked RJ if we knew the valuation. RJ answered he wouldn't know where to begin. It is invaluable.
Richard Price said he still cannot figure out if Paul Oberdorfer took his oath. H.B. 706. It is currently in the House. We should wait. It will offer us protection. Rates went up 833% primarily due to data centers. Hire a different attorney. An attorney specializing in contracts. Commissioner Simmons told Richard that Kris Lee sent an email in February 2025 asking if he had been sworn in, to which Paul Oberdorfer replied he had that day.
Tom Hudson asked how we got here? It all goes back to how the citizens were treated. It goes back to November 2025, when a three-reading rule was waived. He thinks most people in this room are pro-progress, not pro-ramming things down people's throats. When you have a panel of commissioners who sit up there and answer no questions, it does nobody any good.
Jim Roth expressed his condolences to Commissioner Simmons. He then went on to say he is in favor of progress. Right now we are receiving nothing. The comment that we are going to dry up the aquifer, that is not going to happen.
Karen Wessel read a statement about the responsibilities of a city commissioner to represent the citizens. Are you standing up for the community you serve? Then vote no. Is the deal dead if this is voted down tonight? No. It's a starting point.
Jonathan Wessel believes this has been an effort to keep the citizens in the dark. This is the last piece of leverage we have left. Once the commissioners sign, we lose our ability to negotiate. He hopes they have read the agreement. Really read it. There are no filler words. Every word has a meaning. The men sitting in the front row will forget our names before they leave the parking lot. We will still be here. Make sure that in 30 years we can be proud of the decision you make.
Commissioner Simmons stated that based on his calculations, 95.4% of the people out here spoke out against it, and it got put in the minutes as data center, and they actually spoke out against O-7-26. Some of them want us to renegotiate. Some of them want us to have a different power company. They either don't trust AES or they don't trust Black Rock. Some of them want us to do more research. Some of them want us to wait for the Black Rock buyout. Some of them don't want a data center, and they're angry that they were disenfranchised out of the referendum process last November. What do all five of these groups have in common? They want us to vote this down. Plain and simple. So, please do the right thing. Stand with those people who elected you. If you pass this, they are ready to fill out petitions for a referendum. The only thing that Miss Lange got wrong is that she's only going to need 749 signatures. Commissioner Walker asked if there were no provisions in that contract? When the law changes, does the contract automatically change? Attorney Spitzer responded that the development agreement does have a clause that reads changes in applicable rules. He does not see that language in the AES agreement.
Mayor Vetter asked for a motion. Commissioner DeBrosse read a statement he had prepared. What if this succeeds? He supports this project. Commissioner DeBrosse made a motion to

approve. Seconded by Commissioner Wead. Commissioners Walker, DeBrosse, Wead and Mayor Vetter voted in favor. Commissioner Simmons voted against. Motion carried. Damon Wilson and Alisha Lange presented a petition that had not been filled in to the clerk to repeal the ordinance.

2) **Ordinance No. O-10-26 (Second Reading)**
An ordinance authorizing the issuance of not to exceed the sum of two million eight hundred thirty thousand dollars ($2,830,000) of notes in anticipation of the issuance of bonds for the purpose of paying the costs of construction, acquisition, and equipping of park improvements, facilities and all appurtenances relating thereto, refunding outstanding notes previously issued in anticipation of such bonds and paying the related costs of issuance thereof.

Presented by Kayla White. This note will continue to be brought forward every year until the bond is paid in full.
Valerie Mulliken asked that, with everything going on right now, we need to stop spending money. This is a second reading. There was no vote.

3) **Resolution No. R-92-26**
A resolution appointing Jean Franz to the Civil Service Commission

Commissioner DeBrosse made a motion to untable the resolution. Seconded by Commissioner Walker. Presented by Interim City Manager Byron. Jean Franz has been recommended to fill the Civil Service Board opening as she has served on a variety of boards for the City of Piqua. There were no questions or comments. Commissioner Simmons made a motion to amend the resolution to appoint Jean Franz to the Civil Service Board. Seconded by Commissioner Walker. All in favor. Motion carried. Next, Commissioner DeBrosse made the motion to approve the resolution as amended. Seconded by Commissioner Walker. All in favor. Motion carried.

NEW BUSINESS

1) **Ordinance No. O-11-26 (First Reading)**
An ordinance to submit a Petition for Submission of Proposed Amendment to Charter Section 138 Prohibition of Construction of a Data Center and declaring an emergency

Presented by Jessica Stiltner, Law Director. This is an Ordinance to submit a proposed charter amendment to the electors. The board of elections has verified 352 signatures. The Commission does not have the authority to review the substance of the proposed amendment. Substantive issues are reserved for the courts and as such, the Commission cannot challenge the constitutionality of the proposed amendment until it would be passed. The Law Director was not present when the ordinance was put together and said it needed to be amended for the Commission to select a date for the special election. Commissioner Simmons suggested the petitioners be called up and ask this be passed as an emergency in order to get to the General Election rather than having us have to have a special election. Mayor Vetter indicated that he had comment cards.

Kim Heisler said this has been a long time coming, and she has been working on it since March. Requests the commissioners amend to get in the November Election so that it doesn't cost us. She thought she had heard the cost was $36,000 last year, and it was probably more than that, so it would save us extra money. Asked the Commission to do the right thing as the people have spoken. Ms. Heisler asked about the closed loop system. Technology changes constantly. Not against progress, just want parameters. Commissioner DeBrosse asked Law Director Stiltner if this item could be placed on the November agenda. He recognizes that this would be a Board of Elections decision and not ours.

Law Director Stiltner said Section 135 of the Charter said that the Amendment shall be submitted to the electors at the next regular municipal election and held within 60 to 120 days, and if not, then there has to be a special election. The Revised Code defines a regular municipal election as the election on the first Tuesday after the first Monday in odd-numbered years. So the next regular municipal election is not until November 2, 2027. Regardless of the date, it will be a special election. Stiltner indicated that she spoke to the Board of Elections and was unsure if the cost would be reduced if the Commission still chose a date if the board already had an election. Stiltner was unsure if the matter was placed on the November general election if it would be part of the same ballot or a different ballot as that decision would rest with the board of elections. Commissioner Debrosse wanted to know if the city would pay for that special election? Stiltner indicated that she was not sure if the City would pay the full cost of the election or if it would be reduced as during a general municipal election the cost is split between everyone who has something on the ballot. Attorney Spitzer commented that the decision of cost is up to the Board of Elections and the Commission should expect to pay at least a portion of the election. The Commission needs to select a date between 60 and 120 days for the special election.

Solei Larkson passing this and getting on the November ballot is the right thing to do.

Alisha Lange would like to begin by giving Kim Heisler a round of applause. She, too, learned some things about the 25 megawatt centers while circulating the petitions. This petition is to cap data centers at 25 megawatts. What META wants is far bigger than that. The 8 million for emergency equipment is not generosity, it is META and the City of Piqua running scared because the people now have a way to stop this. These data centers run on lithium batteries. Firefighters that have had to work fires at the centers said you can't put them out like a normal house fire. They explode.

Law Director Stiltner let the Commission know that a case was pending before the Supreme Court of Ohio, that is on an expedited basis given it deals with an election issue but may change the number of signatures that are acceptable when accepting an amendment to a municipal charter. Stiltner wanted to make the Commission aware that there could be a change in the law.

Commissioner DeBrosse asked Jessica to clarify and, after speaking with the Board of Elections, that the next municipal election is an odd number year, so in other words, 2027. It would still be a Special Election. Commissioner Simmons made a motion to amend to waive the three-reading rule. Seconded by Commissioner Walker. Commissioners DeBrosse, Simmons, Walker and Wead in favor. Mayor Vetter voted against. Motion Carried. Commissioner Simmons made the motion to pass as an emergency. Seconded by Commissioner DeBrosse. Commissioners Walker, DeBrosse, Simmons and Wead voted in favor. Mayor Vetter voted against. Motion carried. Commissioner Simmons made the motion to assign the date, November 3, 2026, as the election date. Seconded by Commissioner DeBrosse. Commissioners Walker, DeBrosse, Simmons and Wead voted in favor. Mayor Vetter voted against. Commissioner Simmons wanted to let everyone know that the commissioners are not the deciding factor, they are the conduit. He gestured to the people in the seats. They were the deciders. Commissioner Simmons made the motion to pass the ordinance, as amended, seconded by Commissioner Walker. All in favor. Motion carried.

2) Resolution No. R-94-26
A Resolution to Levy Assessments to pay for the Cost of Nuisance Abatements

Presented by Kayla White, Interim Finance Director. No comments. Commissioner DeBrosse made a motion to approve. Seconded by Commissioner Wead. All in favor. Motion carried.

3) Resolution No. R-95-26
A resolution to transfer ownership shares of an issued liquor permit from Turnkey Holding LLC, Sunset Drive Thru located at 122 N. Sunset Dr., N End, Piqua, OH 45356 to OM Anjaneyam of MotorInn DineIn LLC located at 122 N. Sunset Dr., Piqua, OH 45356

Presented by Jessica Stiltner, Law Director. This is for the transfer of an existing liquor permit. The purpose of this resolution is to see if the commission has any objection to the transfer of this permit. There were no comments from the public or commissioners. Commissioner Wead made a motion to approve. Seconded by Commissioner Walker. Commissioners Simmons, Wead, Walker and DeBrosse voted in favor. Mayor Vetter voted against. Motion carried.

4) Resolution No. R-96-26
A resolution to approve the application for a new liquor permit to be issued to Piqua Oil LLC, Piqua Shell 1935 Covington Ave., Piqua, OH 45356

Presented by Jessica Stiltner, Law Director. This is an application for a new liquor permit.
Kim Heisler asked why we are approving a liquor permit outside the city limits? Commissioner DeBrosse had that question as well. Rick Byron answered that it was presented to us by the state just to see if we, the city, had any objections.
Jonathan Wessel asked about the liquor permit cap. Update on annexation? Asked Mayor Vetter about his position on voting no on liquor permits. Chris answered the question about the annexation of the property the Shell station will be sitting on. The developer is asking for the annexation to be able to tie into Piqua water and sewer. There have been negotiations and it will be coming before the commission. Mayor Vetter asked if anyone knew how many permits were available. Ms. Stiltner replied when she last checked there was a waitlist for a few types. Mayor Vetter answered he just thinks there are too many liquor permits.
Valerie Mulliken called into question Chris' answer about annexation of the land for the Shell station to attach to city water and sewer. She used to work at that McDonald's when it was first built, and it had city water and sewer then. Is tired of the secret deals. There is a development getting ready to come in that will drain her well. There is no respect for veterans, handicapped or the elderly. Chris explained that the reason for the annexation is that the current water main is privately owned. That owner does not wish to entertain the convenience store's interest in hooking in through their private system. Therefore, the station would like to tie in from the street.
Natalie Young wanted to follow up on Jonathan Wessel's question and Mayor Vetter's personal opinion on liquor permits is not relevant. Commissioner DeBrosse clarified that the issue that is actually before Commission is whether or not we have any objections to this particular gas station convenience store having a liquor license. Stiltner replied that was correct, and the response is due by August 31, 2026. Commissioner DeBrosse indicated he personally does not have any issues with

them having a liquor license.
Commissioner DeBrosse made a motion to approve. Commissioner Walker made a motion to table until the property is annexed. Both motions died for a lack of a second. Attorney Ryan Spitzer explained that the way that this works is that the Commission, as a local legislative authority, gets notice from the Ohio Department of Commerce through liquor control that somebody has attempted to transfer or will be transferring a liquor permit. This is not an application to approve the liquor permit. Other bodies besides the legislature have a chance to object, like schools, when they are within a certain number of feet while the commission has the right to table the resolution. By doing so, they will go past the deadline given by the Liquor Commission. The other option is to contest it and request a hearing if a majority of the commission's inclination is to have some type of hearing. Commissioner Wead asked if it's not annexed now, but if we approve this liquor permit, and I do know the state has limits on how many liquor permits you can have in a given area, would that change? Does it affect this at all? Attorney Spitzer said he didn't know what the ultimate conclusion would be from the Department of Commerce, but his educated guess would be that if the Commission did not object, the license would likely be issued as there would be no opposition. He could not comment on if they check for the prior permits or how many there are in X address or X wards. Commissioner DeBrosse again said the issue before us is whether we have any objections. Attorney Stiltner answered, Yes. Commissioner Debrosse continued, It is not if we approve it, that is it not our authority? Attorney Stiltner confirmed affirmatively. This is not to approve the application. This is a notice provided by the Liquor Commission to local businesses letting them know that an application has been submitted and asking if there is an objection. Commissioner DeBrosse again made the motion to approve. Seconded by Commissioner Wead. Commissioners Walker, Wead and DeBrosse voted in favor. Commissioners Simmons and Vetter voted against. Motion to approve the resolution carried.

5) **<u>Resolution No. R-97-26</u>**
A resolution to authorize the City Manager to execute an amendment to a contract with Hutton Piqua OH ST, LLC for the purchase / sale of real property

Presented by RJ Monnier, Power Systems Director. This amendment is to relocate the water line. The location is by China East and the tire store on Ash Street.
Commissioner Walker wanted to clarify that all expenses would be reimbursed in full. RJ explained that yes. The utilities department will figure out the bill. There is no timeline, but there is a provision that states we will not connect their heat until they have reimbursed the city.
Commissioner DeBrosse made the motion to approve. Seconded by Commissioner Simmons. All in favor.

6) **<u>Resolution No. R-98-26</u>**
A resolution authorizing the Interim City Manager to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to execute contracts as required for the Boone, Garbry, Hemm & Lenox Water Improvements Project

Presented by Kenton Kiser. This is to allow the city to apply for a grant to the Public Works Commission. This is a water improvement project for systems throughout the city. The city is asking for $600,000.00 for what is estimated to be a $1.25 million project. Commissioner DeBrosse asked why we are not asking for the full amount. Kenton replied there was a scoring drop off. By asking for slightly under 50%, they hope to secure the grant. There were no public comments. Commissioner Walker made a motion to approve. Seconded by Commissioner Simmons. All in favor. Motion carried.

7) <u>Resolution No. R-99-26</u>
A resolution vacating a utility easement for Parcel ID #N44-076556

Presented by Kenton Kiser. Commissioner Walker asked if there was an existing structure. Kenton responded that in Exhibit "A" you can see at one point there were multiple lots combined and this is to split between two lots. This is just an easement, and they do not want a utility easement where part of the building is going to be.
Commissioner DeBrosse made a motion to approve. Seconded by Commissioner Wead. All in favor. Motion carried.

8) <u>Resolution No. R-100-26</u>
A Resolution amending Resolution No. R-82-26 and authorizing the Interim City Manager to enter into a contract with Fishbeck Engineers for I-75 Exit Development Area Master Planning & Engineering Services — Phase III

Presented by Interim City Manager Rick Byron for Kevin Krejny. Attorney Ryan Spitzer then explained the reason for the resolution was due to the formatting error on the original resolution. Kim Heisler asked about the escrow accounts. Kayla White explained the funds are already in the escrow accounts and disbursed as needed.
Commissioner Walker made the motion to approve. Seconded by Commissioner DeBrosse. Commissioner Simmons voted against. Mayor Vetter and Commissioners Walker, Wead and DeBrosse were in favor. Motion carried.

CITY MANAGER'S REPORT

We have begun mosquito fogging due to a positive West Nile Virus. Mosquito fogging is scheduled for:
Monday, August 17
Monday, August 31
Monday, September 14

The second phase of Washington Rd construction has begun ahead of schedule. Detours are posted.

Relaunching Government Academy. Sessions are Monday evenings, beginning September 14 at 6pm. You can register at piquaohio.gov/governmentacademy

The City of Piqua is accepting applications from residents interested in serving on the Charter Review Committee. Residents of the City of Piqua who wish to contribute their time and expertise to local government are encouraged to apply. For more information or to apply, visit piquaoh.gov/boards. The deadline to apply is Wednesday, August 19, 2026. Those with additional questions may contact Kim Hughes at khughes@piquaoh.gov or 937-778-2074.

The City of Piqua has been awarded a $700,000 grant through the Ohio Public Works Commission (OPWC) to support a $4.2 million infrastructure improvement project on the city's west side. The project will replace aging water infrastructure along North Sunset Drive from Stratford Drive to West High Street and along West High Street from North Sunset Drive to 1835 W. High St. The project also includes replacement of the Franz Ditch Headwall, an important stormwater outlet located near 309 N. Sunset Dr., and a small sanitary sewer extension.

The City of Piqua Parks & Recreation Department will begin demolition of the playground at Shawnee Park on Monday, August 17. The playground has been closed recently due to damaged equipment. The existing playground equipment will be removed to make way for new equipment. The playground will remain closed while work is underway. Additional information regarding installation of the new playground equipment and reopening will be shared as it becomes available.

The City of Piqua invites the community to commemorate a milestone in local history as the Piqua Fire Department celebrates 150 years of service with a ceremony rededicating its flagpole and Fallen Firefighter Memorial. The ceremony will begin at 8 a.m. Friday, August 21, 2026, and will take place at the department's historic firehouse, which was constructed in 1927 and has served as the department's home for nearly a century. The memorial is located on the west side of the firehouse, 229 W. Water St. Immediately following the ceremony, the department will host an open house from 8:30 to 10 a.m., where visitors can meet fire personnel, tour the station, enjoy light refreshments and view the department's apparatus fleet.
Invite the Longest Table Event. The Longest Table Piqua is scheduled for 4 to 6 p.m. Saturday, August 29, 2026, on High Street between Wayne and Main streets in downtown Piqua. The potluck-style neighborhood gathering occurs immediately before the final free show in the Lock 9 Concert Series.
Offices will be closed from 11 to 4 this Thursday for Employee Appreciation.

COMMISSIONERS COMMENTS

Commissioner Simmons AES will give us 1 million. Meta will give us 8 million. There are other figures floating around out there. One thing that keeps banging in his head...what is a man's integrity worth?
Commission DeBrosse reminder about the Power Project's Back-to-School Bash is this Sunday, August 23, from 1-4 pm at Lock 9. The event is for all Piqua City students, that includes Piqua Catholic students as well.
Commissioner Wead waived
Mayor Vetter announced that on August 28, there will be two community engagement events to meet the finalists for city manager:
• A conversation with a small group of selected community stakeholders
• An open house open to everyone in our community from 6p -7p
I invite all residents to attend the open house. This will be a chance for you to meet the finalists, ask questions, and share your perspectives. Your insights matter, and your involvement helps ensure that our next City Manager reflects the values and priorities of Piqua.

Construction is underway on a major expansion project at Hartzell Hardwoods located at the corner of Roosevelt Avenue and Clark Avenue. The new building will include 141,000 square feet of warehouse space for Hartzell Hardwoods, and 15,000 square feet of office space that will serve as the new headquarters for the business. A worldwide leader in walnut and top-quality thick lumber, the 6th generation family-owned business has been a mainstay of the Piqua business community, having recently celebrated 150 years of operations!
This past week, the Piqua Chamber of Commerce hosted three ribbon cuttings, with On-Point Accounting celebrating their new office location at 326 W. High Street, Lighthouse at the Lock in downtown Piqua celebrating the opening of their new outdoor dining space, and Buckle clothing store celebrating its reopening at its new location in the Miami Valley Crossing. We wish all three businesses continued success, and thank them for being a part of our business community.
Commissioner Walker waived

ADJOURNMENT

Commissioner DeBrosse made a motion to adjourn the Business Agenda. Seconded by Commissioner Walker. All in favor. Motion carried. Meeting adjourned at 9:34.

NON-AGENDA PUBLIC COMMENT

(This is an opportunity for citizens to address the City Commission on Non-agenda items after the adjournment of the Business Agenda. Comments will be limited to seven (7) minutes.)

____
JIM VETTER, MAYOR

PASSED: ______________________________

ATTEST: ______________________________
COMMISSION CLERK

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 1, 2026	
REPORT TITLE	**Ordinance No. O-10-26 (Third Reading)** An ordinance authorizing the issuance of not to exceed the sum of two million eight hundred thirty thousand dollars ($2,830,000) of notes in anticipation of the issuance of bonds for the purpose of paying the costs of construction, acquisition, and equipping of park improvements, facilities and all appurtenances relating thereto, refunding outstanding notes previously issued in anticipation of such bonds and paying the related costs of issuance thereof.	
SUBMITTED BY	Kayla White, Interim Finance Manager Finance	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	Ordinance O-9-23 passed by Commission September 5, 2023, authorized the issuance of a note in anticipation of the issuance of bonds for the purpose of financing the construction of park improvements in Lock 9 Park. This note was an internal borrowing of funds in which the Lock 9 Capital Improvement Fund borrowed $5.8 million from the Wastewater Fund. The note was a one-year note and matured on September 26, 2024. The note was refunded as a new note in the amount of $3,800,000 with a principal payment of $2,000,000 and an interest payment of $226,738.44 to the Wastewater Fund. The note was a one-year note and matured on September 25, 2025. The note was refunded as a new note in the amount of $2,830,000 with a principal payment of $970,000 principal and an interest payment of $132,630.56 to the Wastewater Fund. The note will mature on September 23, 2026, and will be refunded as a new note with an outstanding principal balance of $2,830,000. We will pay an interest payment in the amount of $91,719.51 to the Wastewater Fund.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $:	$91,719.51
	Expenditure $:	
	Source of Funds:	Lock 9 Capital Project Fund
	Narrative:	

ATTACHMENTS	1. City of Piqua - 2026 Refunding Notes - Renewal Ordinance

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The Commission of the
City of Piqua, Ohio

The undersigned Finance Director of the City of Piqua, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows:

1. The estimated life or period of usefulness of the permanent improvements described as follows (the "Improvements") exceeds five (5) years:

> Financing the construction, acquisition and equipping of park improvements, facilities and appurtenances related thereto; and refunding outstanding notes previously issued for such purposes

The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Ohio Revised Code Section 133.20 is twenty-six (26) years; provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes being seventeen (17) years.

Dated: __________, 2026

____
Interim Finance Director
City of Piqua, Ohio

ORDINANCE NO. O-10-26

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THE SUM OF TWO MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($2,830,000) OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION, ACQUISITION, AND EQUIPPING OF PARK IMPROVEMENTS, FACILITIES AND ALL APPURTENANCES RELATING THERETO, REFUNDING OUTSTANDING NOTES PREVIOUSLY ISSUED IN ANTICIPATION OF SUCH BONDS AND PAYING THE RELATED COSTS OF ISSUANCE THEREOF.

WHEREAS, the City Commission (the "Commission") of the City of Piqua, Ohio (the “City”) issued its “Park Improvement Notes, Series 2023” dated September 27, 2023, in the amount of $5,800,000 (the "2023 Notes") in anticipation of the issuance of the Bonds described and defined herein, which 2023 Outstanding Notes matured on September 26, 2024; and

WHEREAS, the Commission of the City issued its “Park Improvement Refunding Notes, Series 2024” dated September 26, 2024, in the amount of $3,800,000 (the "2024 Notes") in anticipation of the issuance of the Bonds described and defined herein, which 2024 Notes refunded the 2023 Outstanding Notes and matured on September 25, 2025; and

WHEREAS, the Commission of the City issues its “Part Improvement Refunding Notes, Series 2025” dated September 24, 2025, in the amount of $2,830,000 (the “Outstanding 2025 Notes”), in anticipation of the issuance of the Bonds described and defined herein, which Outstanding Series 2025 Notes refunded the 2024 Notes and which will mature on September 23, 2026; and

WHEREAS, it is advisable in lieu of issuing the Bonds at this time to issue new notes in anticipation of the issuance of said Bonds and to retire the Outstanding Notes; and

WHEREAS, the Interim Finance Director of the City (the “Finance Director”) has certified to this Commission that the estimated life of the improvements stated in the title of this Ordinance that are to be financed with the proceeds of bonds and notes hereinafter referred to exceeds 5 years, the maximum maturity of bonds being twenty-six (26) years and notes being seventeen (17) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF PIQUA, STATE OF OHIO, THAT:

SEC. 1**:** It is hereby declared necessary to issue bonds (the “Bonds”) of the City in the amount of not to exceed the sum of $2,830,000, for the purpose described in the title of this Ordinance.

SEC. 2: The Bonds shall be dated prior to the maturity date of the Notes (as defined in Section 3 hereof), shall bear interest at the maximum average annual interest rate presently estimated to be five per centum (5.00%) per annum, payable semiannually until the principal sum is paid or provision for payment has been duly made therefor. The Bonds shall mature in twenty-six (26) annual installments. Debt service payments on the Bonds in years in which principal of the Bonds is payable shall be substantially equal.

SEC. 3**:** It is necessary to issue and this Commission hereby determines that notes (the "Notes") in the principal amount of not to exceed the sum of $2,830,000 shall be issued in anticipation of such Bonds. Such anticipatory note shall bear interest at a rate not to exceed four percent, 4.0%, per annum, payable annually. Such Note shall be dated September 22, 2026, or such other date as determined by the Finance Director, and shall mature September 21, 2027, or such date as determined by the Finance Director. The Notes shall be designated as "Park Improvement Refunding Notes, Series 2026" or as otherwise determined by the Finance Director, along with other terms that are not inconsistent with this Ordinance, that may be provided in a Certificate of Fiscal Officer Relating to Terms of Notes ("Certificate of Fiscal Officer") executed by the Finance Director.

SEC. 4: The Finance Director is hereby authorized and directed to execute the Certificate of Fiscal Officer setting forth and determining such final terms and other matters pertaining to the Notes, including, but not limited to, the principal amount of the Notes, as required by, and is consistent with, the terms of this Ordinance.

SEC. 5: Such Note shall be executed by the City Manager and Finance Director and shall bear the seal of the City, if any. It shall be payable at Piqua, Ohio and shall express upon its face the purpose for which it is issued and that it is issued pursuant to this Ordinance.

SEC. 6: Said Note shall be offered to the officer in charge of the Bond Retirement Fund for investment in such fund and if not taken by said fund shall be offered to the officers in charge of the treasury investment account for purchase, and if said Note is not so taken, it shall be sold by the treasurer at private sale for not less than par and accrued interest and at the interest rate specified in the offer of the purchaser which shall not exceed the rate mentioned in section three hereof. Proceeds of said sale shall be paid into the Park Improvements Project Fund.

SEC. 7: The City of Piqua hereby covenants that it will restrict the use of the proceeds of the Note in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under section 103(c) of the Internal Revenue Code and the regulations prescribed under that section. The fiscal officer or any other officer including the Clerk of Commission having responsibility with respect to the issuance of these Notes is authorized and directed to give an appropriate certificate on behalf of the City of Piqua, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said section 103(c) and regulations thereunder.

SEC. 8: Said Note shall be the full general obligation of the City and the full faith, credit and revenue of said City are hereby pledged for the prompt payment of same. The par value to be received from the sale of the bonds anticipated by said Note and any excess funds resulting from the issuance of said Note shall to the extent necessary be used only for the retirement of said Note at maturity, together with interest thereon and is hereby pledged for such purpose.

SEC. 9: During the year or years while such Note runs there shall be levied on all taxable property in said City in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued therefore without the prior issue of said Note. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be place before and in preference to all other items and shall be for the full amount thereof.

The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of said Notes or Bonds in anticipation of which they are issued when and as the same falls due.

SEC. 10: It is hereby determined and recited that all acts, conditions and things necessary to be done, precedent to and in the issuing of said Note in order to make it legal, valid and binding obligation of the City of Piqua have happened, been done and performed in regular and due form and as required by law; and that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Note.

SEC. 11: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Commission and that all deliberation of this Commission and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Revised Code Section 121.22

SEC. 12: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

____
Mayor

PASSED:____________________________

ATTEST:____________________________
CLERK OF THE COMMISSION

The Motion to adopt the foregoing Ordinance was offered by __________________ and seconded by __________________ and on roll call the following vote ensued:

Mayor Jim Vetter ______
Commissioner Frank DeBrosse ______
Commissioner Rick Walker ______
Commissioner Paul Simmons ______
Commissioner Phillip Wead ______

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 1, 2026
REPORT TITLE	**Ordinance No. O-12-26 (first reading)** An Ordinance repealing Chapter 33.03 and enacting a new Chapter 33.03 of the Piqua Code, relating to employee holidays and personal days.
SUBMITTED BY	Catherine Bogan, Director Human Resources
AGENDA CLASSIFICATION	Ordinance
BACKGROUND	This Ordinance updated Chapter 33.03 of the Piqua Code to recognize Veterans Day as an observed Federal holiday.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: $0.00 Expenditure $: $0.00 Source of Funds: N/A Narrative: N/A
ATTACHMENTS	1. § 33.03 Holidays and Personal Days Ordinance to add Veterans Day

<u>Ordinance No. O-12-26 (first reading)</u>

An Ordinance repealing Chapter 33.03 and enacting a new Chapter 33.03 of the Piqua Code, relating to employee holidays and personal days.

WHEREAS, Veterans Day is observed as a Federal Holiday; and

WHEREAS, Chapter 33.03 of the Piqua City Code does not currently observe Veterans Day as a Federal Holiday; and

NOW, THEREFORE, BE IT ORDAINED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring that:

SEC. 1: Existing Chapter 33.03 (Holidays and Personal Days) of the Piqua Code is hereby repealed;

SEC. 2: Chapter 33.03 (Holidays and Personal Days) of the Piqua Code (appendix hereto) is hereby enacted;

SEC. 3: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

____
JAMES D. VETTER, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter	__________
Commissioner Frank DeBrosse	__________
Commissioner Paul Simmons	__________
Commissioner Rick Walker	__________
Commissioner Philip Wead	__________

§ 33.03 HOLIDAYS AND PERSONAL DAYS.

The following provisions shall apply to all Schedule A employees except those covered under § 33.15 of this chapter.

(A) The following days are recognized as holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, ***Veterans Day,*** Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day.

(B) If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday will be observed as a holiday. For employees who work other than a normal schedule, their first day off shall be their Saturday and their second day off shall be their Sunday.

(C) In order for an employee to receive pay for the holiday, the employee must work the employee's scheduled shift before and after the holiday. Employees on vacation, approved sick leave, or a leave of absence with pay (including paid funeral leave) shall be considered as working their regular schedule day for purposes of this section.

(D) Eligible employees who are not scheduled to work on a designated holiday shall be paid holiday pay in an amount equal to eight hours work at their regular rate of pay. Eligible employees who work on a designated holiday shall be paid their holiday pay, plus one and one-half their regular rate of pay for all hours actually worked.

(E) Employees shall be credited with five personal leave days effective on January 1 of each year. Employees with less than one year's service with the city on January 1 shall receive a prorated amount of personal leave. Personal leave days may be taken only on a day mutually agreeable to the employee and the employee's supervisor. Personal leave days not taken by the following December 31 will be forfeited.

('97 Code, § 31.03) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 43-00, passed 12-18-00; Am. Ord 13-01, passed 8-6-01; Am. Ord. 31-06, passed 12-4-06; Am. Ord. 13-08, passed 5-5-08; Am. Ord. 21-09, passed 12-7-09; Am. Ord. 1-14, passed 1-21-14; Am. Ord. 20-14, passed 12-16-14; Am. Ord. 15-18, passed 11-20-18; Am. Ord 3-21, passed 9/7/21)

City of PIQUA

COMMISSION AGENDA STAFF REPORT

MEETING DATE	September 1, 2026
REPORT TITLE	**Resolution No. R-101-26** A Resolution authorizing the City Manager to enter into an agreement with Online Information Services, Inc. for Utility Billing Collections
SUBMITTED BY	Kayla White, Interim Finance Manager Purchasing & Contracts
AGENDA CLASSIFICATION	Resolution
BACKGROUND	Our Utilities Business Office is proposing to begin using a collection agency to assist with the collection of delinquent utility accounts. The Utility Business Office has selected Online Information Services, Inc. (OIS) due to their ability to integrate with the City's utility billing software, and the city's ability to access payments that are made to OIS on a daily basis. OIS will invoice us separately for their services at a rate of 35% of the amount they collect on our behalf, plus potentially another 2% if we do not have a signed Express Consent form on file for the customer. Because the volume of delinquent accounts and collections will vary from year to year, the Utilities Business Office cannot predict the annual cost of this service. We are therefore bringing this item before the City Commission to inform them of this procedural change and the City's intent to utilize a collection agency as an additional tool for collecting outstanding utility accounts.
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted $: N/A Expenditure $: 35% to 37% of the amount collected Source of Funds: Collections received from OIS Narrative: See background
ATTACHMENTS	1. ONLINE Collections Agreement 2. Transworld vs OUE

<u>Resolution No. R-101-26</u>

A Resolution authorizing the City Manager to enter into an agreement with Online Information Services, Inc. for Utility Billing Collections

WHEREAS, the Utilities Business Office desires to begin using a collection agency to begin pursing past due accounts that are up to seven (7) years old; and

WHEREAS, The Online Information Services, Inc. has been identified as the most suitable partner to assist the City in its efforts to collect outstanding amounts owed to the City.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring that:

SEC. 1: The City Commission hereby authorizes the City Manager to enter into a Collection Services Agreement with ONLINE Information Services, Inc.. The City Manager and City Law Director are hereby authorized to make revisions and additions to the agreement currently on file with the Clerk of Commission as are consistent with the objectives and requirements of this Resolution and not otherwise materially adverse to the City. The City Manager, for and in the name of the City, with the approval as to form by the Law Director, is hereby authorized to execute the contract and any amendments thereto deemed by the City Manager to be necessary. The approval of changes or amendments by the City Manager, and the character of the changes or amendments as not being inconsistent with this Resolution and not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof by the City Manager, with the approval of the Law Director.

SEC. 2: The Finance Director is hereby authorized to draw warrants on the appropriate account of the City treasury in payment for said services.

SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

____
JAMES D. VETTER, MAYOR

PASSED: ________________________________

ATTEST: ________________________________
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter	______________
Commissioner Frank DeBrosse	______________
Commissioner Paul Simmons	______________
Commissioner Rick Walker	______________
Commissioner Philip Wead	______________

Collection Services Agreement

This Collection Service Agreement ("Agreement") is entered into by **ONLINE Information Services, Inc.,** hereafter referred to as "Collector", a North Carolina corporation, and City of Piqua hereafter referred to as "Creditor", an Ohio political subdivision.

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness (hereinafter called "Claims" defined as our past due utility billed accounts including the utilities of power, water, wastewater, stormwater and refuse services).

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims (hereinafter called "Services").

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. GENERAL.

A. The Creditor may refer any Claims that exceed $50.00.

B. Creditor agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.

C. Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto.

D. Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a Claim: a copy of the judgment, if any, on which a Claim is based and the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.

2. RELATIONSHIP OF PARTIES.

A. Collector agrees to employ those legal means necessary to represent Creditor in collecting all Claims referred for col**lection.**

B. It is expressly understood that all Claims shall remain the property of Creditor and that Collector is acting as an independent contractor of Creditor for the recovery of Claims referred for the Services.

3. REFERRAL OF CLAIMS

A. Collector will receive all Claims placed for collection by electronic submission of a file to Collector's secure website or secure ftp site.

B. Each Claim shall contain the name of guarantor, service address, dates of service, last known address, date of last payment, delinquency date, amount owed, social security number or federal tax identification number, phone number, and any additional information that may help locate the consumer.

C. Creditor agrees to provide collector all the necessary data elements, for each Claim, in order for Collector to comply with its Claim validation obligations under Regulation F as promulgated by the Federal Consumer Financial Protection Bureau.

i. Creditor agrees the data elements for compliance with Regulation F include, a correct Itemization Date, Amount Owed as of Itemization Date, Any Interest Owed since Itemization Date, any Fees owed since Itemization Date, and any Payments/Credits applied to Claim since Itemization Date, and current amount owed as of placement with Collector.

D. Collector agrees to comply with all of its obligations under Regulation F.

E. Creditor warrants, in order to aid Collector in complying with the Telephone Consumer Protection Act (TCPA), with regards to phone numbers supplied to Collector by Creditor, that Creditor has/does not have:

i. Express written consent from the consumer to contact them at the phone numbers supplied via an automatic dialing device and may utilize pre-recorded or artificial voice messages for the purposes of collecting amounts owed.

ii. Sample Express Written Consent Language:

"*You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.*

I/We have read this disclosure and agree that {Insert Company Name} may contact me/us as described above."

iii. If client has express written consent please upload a sample of the consent documentation here:

F. Creditor agrees that all Claims referred to Collector will be referred for a period of 12 months from the date of referral and that this referral will automatically renew itself on each anniversary for a period not to exceed six years and eleven months from the date of service of the Claim.

G. Creditor agrees to place Claims with Collector no less frequently than monthly.

H. Creditor warrants that it will not refer to Collector any Claim which has previously been paid or settled; any Claim which has been discharged through bankruptcy; or any Claim where an identity theft or fraud report has been filed.

I. Creditor hereby certifies and warrants that it will notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of any Bankruptcy filing, death notices, fraud notifications, or consumer disputes pertaining to any Claims referred to Collector for collection services.

J. Collector agrees to cease any communication with a consumer if Creditor notifies Collector of a bankruptcy filing, death notice, fraud notification, or consumer dispute on a referred Claim or if Collector learns of the same.

K. Creditor agrees that any Claim referred to Collector will not be referred to any other Collector.

L. Collector agrees to acknowledge the receipt of Claims placed for recovery with Collector via an emailed report. It is understood and agreed that Creditor will review the Acknowledgement Report and correct any inaccuracies on these Claims within 7 days of the receipt of the report. In the event that no updates are received by Collector within 7 days, it is agreed that these Claims are correct and that any payments received by either party on these Claims shall be a commissionable event.

M. Creditor agrees that if a file is sent to Collector that contains mass numbers of inaccuracies, which can only be corrected by cancelling all of the Claims and reloading them in Collector's system, Creditor maybe charged a fee for the reloading the Claims.

N. Collector agrees to return to Creditor any Claims based on questionable circumstances.

O. Creditor agrees to notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of notification on any consumer which is being represented by legal counsel in regards to any Claim referred to Collector.

P. Creditor agrees that once Claims are placed with Collector, Collector is entitled to commissions as detailed in this agreement regardless of whether payment is made to Collector's office or directly to Creditor.

Q. Creditor agrees to report all payments made to Creditor's office within 72 hours and Collector agrees to identify the payment as part of consumer's file within 24 hours of notification of reported payments.

4. METHODS OF COLLECTION.

A. Collector agrees to use effective and legal methods of collection.

B. Collector agrees to comply with its obligations under the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, as well as any state specific laws regarding third party collection services.

C. Collector will attempt to skip trace (identify new location and contact information) on those Claims that have bad address or phone numbers.

D. Collector will utilize mailed notices and telephone calls to affect collection on Creditor's behalf.

E. Collector will utilize an automated dialer and messaging technology where allowed by law to contact affect collection on Creditor's Claims.

F. Collector is a data furnisher to national credit reporting agencies and all Claims not collected in full or in a secured payment plan (e.g. credit card, Electronic check, ACH draft or other commercially available methods) within 30 days of referral will be reported to the national credit reporting agencies.

5. CREDIT REPORTING. In the event that Creditor requires Collector to furnish information to a consumer credit reporting company, Creditor shall provide all information required for Collector to accurately furnish such information to the consumer credit reporting companies, including the accurate date of delinquency, account balance and other information that may be required pursuant to the Fair Credit Reporting Act or any regulation thereto, or the National Consumer Assistance Plan implemented by the three major consumer credit reporting companies. Upon termination and return of an Account on which payment has not been fully received and has not been settled, Collector shall request deletion of any information that it furnished to any Consumer Credit Reporting Company. Collector shall report all accounts on which it reached a settlement or on which payment in full was received during the time that the Account was placed with Collector for Services as a “Settled in Full” or “Paid in Full” account.

6. DISPUTED CLAIMS.

A. It is mutually agreed that Collector will receive disputes and other correspondence from consumers in regards to Creditor’s Claims. These will include balance owed disputes, validity of Claim disputes, and fraud disputes.

B. Creditor agrees that it will aid Collector with respect to the Claims in its compliance with Collector’s responsibilities as outlined in “OBLIGATIONS OF FURNISHERS UNDER THE FCRA”, attached as Exhibit A.

C. From time to time, Collector will request additional information and/or proof on certain Claims that are disputed by consumers. Creditor agrees to provide Collector with the necessary documentation to show the validity of the Claim against the appropriate consumer, such proof includes a copy of the signed service agreement or the last bill in the consumer’s name.

D. Creditor agrees to provide to Collector the additional information or proof within five (5) business days of Collector’s electronic request.

E. Collector will accept the additional information or proof regarding disputed Claims through its secure website.

7. ANNUAL RECONCILIATION OF CLAIMS.

A. Collector and Creditor agree that ensuring the accuracy of each other’s data in regards to the Claims is a necessity in order to ensure compliance with the appropriate laws, including the Fair Debt Collections Practices Act as well as the Fair Credit Reporting Act.

B. It is mutually agreed that on the anniversary of this Agreement Collector shall send electronically to Creditor a list of not less than 25 Claims and Creditor agrees to verify the accuracy of the Claim and report to Collector any missing transactions or updates on said Claims.

C. Creditor agrees if, in Collector’s determination, there are a significant number of Claims in the sample that do not match between the systems; Creditor agrees to perform a full Claim reconciliation between Creditor’s and Collector’s systems.

8. CLAIM DATA RETENTION.

A. Collector will use and retain the Creditor's Claim data only as long as is necessary to affect the Services or as required to comply with legal or regulatory obligations. When Collector no longer requires the Creditor's Claim data, which will generally be no more than seven years after the Date of Service of a Claim, Collector will remove it from its systems. If Collector keeps the data longer, it would be to satisfy legal or regulatory obligations and Collector's legal basis would be relevant law or regulations.

B. Creditor agrees that Collector at the end of each year will purge data that it should no longer retain. This could include accounts that have reached their 7 year credit reporting life cycle, accounts cancelled and returned to Creditor based on Creditor's request, Claims cancelled due Creditor not responding to validation of Claim requests, Claim being included in bankruptcy, Claim belonging to a deceased consumer, or Claim identified as belonging to a litigious consumer.

C. It is mutually agreed that once a Claim has been purged from Collector's system Collector will no longer maintain any record of the Claim in Collector's system, databases, backups of systems and databases, or in any archives.

9. DISCOUNT OF CLAIMS. Creditor agrees to grant Collector authority to discount Claims on Creditor's behalf by 0% of the total amount of the claim. If Creditor does not grant Collector general discount authority. Collector can only discount Claims for less than the amount owed with special, Claim by Claim, approval of Creditor. Said Approval may be given by telephone from Creditor's office.

10. CLAIM ACCOUNTING

A. Collector shall have authority to receive payments from consumers in cash, check, money order, credit card, electronic check, ACH draft or other acceptable payment forms and will have the authority to endorse checks, drafts, money orders or other negotiable instruments which are received from consumers.

B. Collector agrees to place all monies collected on Creditor's behalf into a trust account.

C. Collector agrees to furnish a monthly statement to Creditor each month detailing each payment received at Collector's office as well as all direct payments made to Creditor's office.

D. Creditor agrees and acknowledges that Collector will, from time to time, accept Checks and Credit cards as a method of collection of debts owed Creditor. Furthermore, both parties agree and acknowledge that these instruments serve as provisional settlements, and are subject to revocation, charge-back, dispute, refund or dishonor by the issuing financial institution. In the event that these disputed or dishonored funds have been remitted to the Creditor, both parties agree that this debt shall revert to an "Unpaid" status and Creditor shall repay or refund the disputed or dishonored amount to Collector. Collector will add a debt owed, by the consumer, directly to Collector for any NSF fees or charge-back fees incurred by Collector. At which time, Collector will make its best effort to pursue the dishonored payment to recover the unpaid balance owed Creditor.

11. COMMISSION ON CLAIMS. It is mutually agreed that any payment received on a Claim once it has been referred to Collector for collections services, whether the payment is made to Collector's or to Creditor's offices, will be a commissionable payment.

A. RECONNECTION OF SERVICE. Definition. A "RECONNECT" is defined as a Claim where the consumer has terminated service voluntarily or where services have been terminated by the Creditor with the express intent, of the consumer, of reinstating service within 5 months from the date of disconnect. In order to qualify as a "RECONNECT", service must be reestablished at the exact same service address where services were initially disconnected within 5 months from the date of disconnect. Any variation on this definition shall not qualify as a "RECONNECT".

i. **Reconnect Commissionable Actions.**

a. Any bad debt/collection Claim turned over to Collector that results in payment directly to Collector or any of its representatives as a result of any effort made by Collector shall be defined as a commissionable Claim and not a "RECONNECT". These efforts are defined as, but not limited to: letters, phone calls, voice messages, emails, scheduled payment plans or any combination of the above listed actions.

b. Any bad debt/collection Claim turned over to Collector that results in payment directly to Creditor and which strictly conforms to the definition listed above shall be considered as a "RECONNECT". As such, the Creditor may reserve the right to recall the Claim from Collector.

c. No "Secondary Placement" Claims will be eligible for "RECONNECT" status.

B. ACCOUNTS REFERRED IN ERROR.

i. It is agreed that Collector shall send via electronic mail to the designated contact at Creditor a listing of Claims (Acknowledgement) that are referred for collection service within 24 hours of the Claims being loaded in to Collector's system.

ii. Creditor agrees to review the Acknowledgement and within seven days notify Collector of any Claims which may have been referred in error.

iii. Collector agrees to cancel any Claim upon notification of Creditor within the seven days.

iv. If Creditor fails to notify Collector within seven days that any Claim was referred in error then any payments made on the referred Claims will be commissionable.

12. COMPENSATION AND INVOICING

A. Creditor agrees to pay the rate of 35 **%** for all Claims collected whose Date of Service and Date of Referral to Collector are less than, or equal to, 12 months (Primary Placement).

B. Creditor agrees to pay the following rate of 35 **%** for all Claims collected whose Date of Service and Date of Referral to Collector are greater than 12 months (Secondary Placement).

C. Creditor understands that if Creditor does not have Express Consent on their Claims as outlined in Section 3.E. of the Agreement, Collector will add 2% to the rates in 12.A. and 12.B. above.

D. In the event Collector's cost of rendering the Services increases as a result of federal, state, local laws or ordinances, or regulatory, administrative, governmental or judicial acts, then Collector may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to Collector's customers; (ii) Collector will provide at least thirty (30) days prior written notice to Creditor prior to implementing such surcharge; and (iii) any surcharge will be applied only to Claims pertaining to consumers in the geographic area affected by the change of law, ordinance, or regulatory, administrative, governmental or judicial act.

E. Creditor acknowledges that the contingency rates above are based upon the age of Claims at the time of referral and/or volume representations made by Creditor during the negotiation of this agreement. In the event that Creditor fails to meet the age of Claim and/or volume expectations, Collector reserves the right to adjust its charges to Creditor with a 30 day notice to Creditor prior to it going into effect.

F. Creditor agrees that Collector will remit each month a check for monies collected at Collector's offices, minus any commissions due to Collector.

G. Creditor agrees that the contingency rates are based on Creditor setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.

H. All billing is processed monthly between the 1st and the 5th for the previous month's services.

I. Creditor agrees that Creditor has 20 days from the invoice date to dispute any charges appearing on the invoice.

J. Collector will process the automated payment and deliver to Creditor an invoice marked "Paid in Full".

K. All invoices will be delivered via electronic mail to the email addresses designated by Creditor.

L. Creditor agrees that, if their automated payment method is declined, Collector may charge a Non-Sufficient Funds fee, not to exceed $25.00.

M. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.

N. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with Collector.

O. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Creditor agrees to pay Collector's cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Creditor.

P. Creditor will be solely responsible for all federal, state and local taxes levied or assessed in connection with Collector's performance of the Services, other than income taxes assessed with respect to Collector's taxable net income, for which income taxes Collector will be solely responsible.

13. INSURANCE. The Collector, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars ($1,000,000) for liability for acts of the Collector or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

> "The City of Piqua, Ohio, its elected and appointed Officials, all employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing or excess."

Each entity must provide a certificate of insurance that has at least $1 million commercial general liability coverage per occurrence or $2 million aggregate on ISO Form CG 00 01 12 07. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

14. WARRANTIES. Subject to Section 21 "Excusable Delays" hereof, Collector warrants to Creditor that Collector will use lawful and industry accepted methods to provide the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY COLLECTOR HAS GIVEN CREDITOR WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, COLLECTOR MIGHT HAVE GIVEN CREDITOR WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability. Creditor acknowledges that Collector provides the Services based on information supplied to Collector by Creditor. Creditor acknowledges that the Services are provided by human beings which are not infallible. Creditor covenants that it will not sue Collector for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL COLLECTOR HAVE ANY OBLIGATION OR LIABILITY TO CREDITOR HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE CREDITOR (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE CREDITOR WAS ADVISED SUCH DAMAGES MIGHT ARISE.

16. Intellectual Property. Creditor acknowledges that Collector has expended substantial time, effort and funds to create and deliver the Services. The Services and any proprietary methods or mechanisms are and will continue to be Collector's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Creditor or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services. Creditor will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of Collector's or its affiliates' proprietary designations, whether registered or unregistered, without Collector's prior written consent. Under no circumstances will Creditor attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Collector.

17. Waiver. Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

18. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Creditor without prior written consent; such consent shall not be unreasonably withheld.

19. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

20. Continuance of Business. In the event that Creditor's business is sold, it is the Creditor's obligation to notify Collector, in writing, within 72 business hours of the effective date of the transaction.

21. Notifications. Creditor and Collector agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

City of Piqua
Finance Director
201 W. Water St
Piqua, OH 45356

ONLINE Information Services, Inc.
J.W. Blair, President
P.O. Box 1489
Winterville, NC 28590

22. Severability. This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

23. TERMINATION OF AGREEMENT.

A. This Agreement is for a period of one year, and will automatically renew itself each year thereafter unless either party notifies the other in writing at least 60 days prior to the expiration of said Agreement. Either party may terminate the Agreement, in writing, within the first year, by providing ninety (90) days written notice. Following the first anniversary this Agreement may be terminated by either party with a thirty-day written notice.

B. Notwithstanding the foregoing, if Creditor is delinquent in the payment of charges, violates applicable law or violates a material term of this Agreement, Collector may, at its election, discontinue providing the Services to Creditor and terminate this Agreement immediately by written notice to the Creditor.

C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by Collector in its reasonable judgment, Collector may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to Collector's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Collector in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Creditor objects in writing, in which case Collector may exercise its rights under clause (1) above. Collector will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

D. No Damages Termination. Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

24. Contract in Entirety; Law. This Agreement sets forth the entire understanding and agreement between Collector and Creditor concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Ohio. The forum for any litigation shall be Miami County, Ohio or the Southern District of Ohio.

25. Effective Date. This Agreement is effective beginning ______________________.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement on the date indicated below.

City of Piqua	**ONLINE Information Services, Inc.**
Address: 201 W Water Street Piqua, OH 45356	Address: PO Box 1489 Winterville, NC 28590 www.ONLINECollections.com (866) 630-6400

Exhibit "A"

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION:
OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt Collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the Creditor. If the Creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681 Section 615 15 U.S.C. 1681m

Section 603 15 U.S.C. 1681a Section 616 15 U.S.C. 1681n

Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o

Section 605 15 U.S.C. 1681c Section 618 15 U.S.C. 1681p

Section 605A 15 U.S.C. 1681c-A Section 619 15 U.S.C. 1681q

Section 605B 15 U.S.C. 1681c-B Section 620 15 U.S.C. 1681r

Section 606 15 U.S.C. 1681d Section 621 15 U.S.C. 1681s

Section 607 15 U.S.C. 1681e Section 622 15 U.S.C. 1681s-1

Section 608 15 U.S.C. 1681f Section 623 15 U.S.C. 1681s-2

Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t

Section 610 15 U.S.C. 1681h Section 625 15 U.S.C. 1681u

Section 611 15 U.S.C. 1681i Section 626 15 U.S.C. 1681v

Section 612 15 U.S.C. 1681j Section 627 15 U.S.C. 1681w

Section 613 15 U.S.C. 1681k Section 628 15 U.S.C. 1681x

Section 614 15 U.S.C. 1681l Section 629 15 U.S.C. 1681y

Feature	Transworld Systems, Inc.	ONLINE Information Services, Inc.
Automated Data Transfer from Utilities Software	Yes	Yes
Ability to Reconcile Payments Made Daily	No	Yes
Fee Percentage of Amount Collected	30%–50%, varies by account age, size, and volume	35%–37%
Implementation Fee	$0	$0
Monthly Fixed Fees	$0	$0