



COUNCIL AGENDA

Tuesday, September 6, 2022 - 7:00 pm
Waynesville Municipal Building

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
Council, August 15, 2022 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
 - Little Miami Watershed Network
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2022-041

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE HENRY P. THOMPSON COMPANY FOR SCADA SYSTEM UPGRADE SERVICES

ORDINANCE NO. 2022-042

CERTIFYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTIES IN THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY (UTILITY BILLS)

RESOLUTION NO. 2022-043

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

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2022-037

AN ORDINANCE AUTHORIZING THE DISPOSAL OF OBSOLETE, UNNEEDED AND UNFIT FOR PUBLIC USE PERSONAL PROPERTY PURSUANT TO R.C. 721.15

ORDINANCE NO. 2022-039

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ENERGY CONSULTING AND MANAGEMENT AGREEMENT WITH TREBEL, LLC AND DECLARING AN EMERGENCY

Tabled:

None

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

September 19, 2022 at 7:00 pm

Upcoming Meetings and Events:

Public Works, September 6, 2022 @ 6:00 p.m.

Parks and Recreation Board, September 19 @ 6:00 p.m.

Finance Meeting, September 22, 2022 @ 5:00 p.m.

DRAFT

**Village of Waynesville
Council Meeting Minutes
August 15, 2022 at 7:00 pm**

Present: Mayor Earl Isaacs
Mr. Brian Blankenship
Mr. Chris Colvin
Mr. Zack Gallagher
Mr. Troy Lauffer
Mrs. Connie Miller

Absent: Ms. Joette Dedden

Village Staff Present: Jeff Forbes, Law Director; Jamie Morley, Clerk of Council

CLERK'S NOTE- This is a summary of the Village Council Meeting held on Monday, August 15, 2022.

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Mayor Isaacs called the meeting to order at 7:00 p.m.

Roll Call – 6 present

Mrs. Miller made a motion to excuse Ms. Dedden from tonight's meeting and was seconded by Mr. Blankenship.

Motion – Miller
Second – Blankenship

Roll Call – 6 yeas

Mayor Acknowledgements

None

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on August 1, 2022 as corrected and Mr. Colvin seconded the motion.

Motion – Miller
Second – Colvin

Roll Call – 6 yeas

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Public Recognition/Visitor's Comments

Judge Fischer and Judge Loxley updated Council on current issues that are affecting Warren County Court. Judge Loxley first addressed Council and explained that he is responsible for Area I of Warren County consisting of the northern half, which includes Waynesville, and Judge Fischer is responsible for Area II consisting of the southern half of the County. The first issue Judge Loxley spoke about is the proposed bail reform on the ballot this November. He explained that a change in 2020 directed how judges could consider setting bail by only allowing judges to consider whether the person would show up for their next hearing. The ballot initiative, if passed, would be a constitutional amendment and allow judges to also consider public safety and history when setting bail. Judge Loxley also spoke to Council about the Veteran's Court Docket. This was set up as a mentoring program to help veterans get the help they need. Judge Loxley stated that Councilman Blankenship has served as a peer mentor for this program since its inception in 2015. It is a 1 ½ year program offering four phases of rehabilitation. There are currently 16 veterans on the docket with graduation planned for three individuals on September 7 at 10:00 a.m. This program has shown to be effective in reducing the recidivism rate.

Mr. Colvin asked what the Memorandum of Understanding (MOU) listed on the slide handout referred to. Judge Loxley explained that the Warren County Court does not cover all of Warren County as Lebanon, Mason, and Franklin have their own court system. The MOU allows for veterans that are put on probation in these court systems to be allowed to transfer the probation to Warren County to be able to participate in the Veteran Court program. Mr. Colvin asked if the program is unique to Warren County. Judge Loxley responded that there are about 500 Veteran Treatment Courts (VTC) nationwide and 29 in the state of Ohio, two in Warren County. The whole idea of the program is to rehabilitate veterans. Mr. Lauffer asked about the success of the program. Judge Loxley said to measure the effectiveness of a specialized docket can be difficult, but there has been shown a reduced rate of recidivism for those who graduate from the program.

Judge Fischer introduced himself and continued to address current issues facing the court. He stated that the court sentences many individuals to complete drug and alcohol or mental health assessments. It has been very hard to get people to complete these court-assigned assessments. The joint Clinton-Warren County Mental Health Board has received a grant to staff someone in the courthouse that will evaluate individuals before they even leave the courthouse. This staff member can connect individuals with treatment options and does follow-ups. This helps hit the recovery sooner and helps individuals get the help they need. Judge Fischer also acknowledged the court is still transitioning into a new case management system. Most of the bugs have been worked out. He also stated that with the new jail, Warren County Court has been able to take over the old sheriff's office. This was a much-needed expansion; offices before were very cramped. Judge Fischer said that along with the Veterans Docket there is a Success Docket. This specialized docket is a mental health docket and tries to get individuals the help and treatment needed. There were four graduates this year, one of the graduates is helping Clinton County set up a similar specialized docket and a previous year's graduate has returned as a peer mentor for individuals in the program. Judge Loxley stated current community outreach programs, Warren County Courts love having students come for a visit. There have been several school groups come for a tour and the court has hosted mock trials.

Mr. Gallagher asked if Waynesville Schools could come for a visit. Judge Loxley stated he would welcome the visit.

Mr. Colvin asked about a bullet point on the handout mentioning a grant obtained by Representative Scott Lipps. Judge Loxley answered that in 2016, Representative Lipps helped the court obtain a \$100K grant to go towards wrap-around services for the specialized dockets. This funding could be used to help support individuals in the programs pay for items such as housing, food, and even help with reinstatement fees for licenses. Of the \$100K, only \$11K is left and expected to be used this fiscal year.

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Old Business

None

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Reports

Finance

The Finance Committee meeting for August 18, 2022 at 5:00 p.m. has been cancelled.

Public Works Report

Public Works will meet on Tuesday, September 6, 2022 at 6:00 p.m. The public is encouraged to attend.

Special Committee Reports

The Parks and Rec Board met this evening. The next meeting will be on September 19, 2022 at 6:00 p.m.

Village Manager Report

None

Police Report

None

Finance Director Report

- Wanted to inform Council of the BZA meeting on August 24, 2022 to build a detached garage that is seeking a variance for the size and height. The Village does own property that abuts this property.
- There is an ordinance on the agenda to create a separate fund for settlement money from the OneOhio Opioid suit. The Village has received \$438 for this year and should continue to receive compensation annually for the next 17 years.
- There is also an ordinance to roll over the 2-year CD.

Law Report

None

New Business

Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2022-036

Establishing the OneOhio MOU Fund (Fund 2903) and Declaring an Emergency

Mrs. Miller made a motion to waive the two-reading rule for Ordinance 2022-036 and Mr. Gallagher seconded the motion.

Motion – Miller
Second – Gallagher

Roll Call – 6 yeas

Mr. Colvin made a motion to adopt Ordinance 2022-036 as an emergency and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Ordinance No. 2022-037

An Ordinance Authorizing the Disposal of Obsolete, Unneeded and Unfit for Public Use Personal Property Pursuant to R.C. 721.15

Mr. Colvin asked if this was a yearly thing or done as needed. Ms. Morley replied that it is done as needed. She elaborated that staff tries to group several items on one ordinance so there are not several ordinances declaring surplus. Mr. Forbes said usually when the Village purchases new equipment the old equipment is declared surplus in the purchase ordinance in order to trade in the old equipment. This current ordinance is not for trade-in or connected to the purchase of any new equipment.

Mr. Gallagher made a motion to have the first reading of Ordinance 2022-037 and Mrs. Miller seconded the motion.

Motion – Gallagher
Second – Miller

Roll Call – 6 yeas

Ordinance 2022- 038

An Ordinance Authorizing the Finance Director to Transfer Investment Funds (2 Year CD) and Declaring an Emergency (CD Rollover)

Mrs. Miller made a motion to waive the two-reading rule for Ordinance 2022-038 and Mr. Blankenship seconded the motion.

Motion – Miller
Second – Blankenship

Roll Call – 6 yeas

Mr. Colvin made a motion to adopt Ordinance 2022-038 as an emergency and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Mr. Gallagher asked why this needed to be an emergency. Ms. Morley stated that the current CD has matured, and this is to roll the funds into a new CD as soon as possible to start gaining interest. The current rates are fairly good compared to the last CD rollover and the rates change weekly.

Mr. Colvin asked Ms. Morley to explain to the public why investments are so important to Village's finances. Ms. Morley stated that when Ms. Crockett assumed the duties of Finance Director, she arranged for several investment opportunities for the Village. The Village currently has four \$250K 2-year CDs that are staggered to mature every six months. Ms. Crockett also arranged for the Village checking account to be a Sweep account. This allows the money in the checking account to earn interest instead of sitting idle. The first year Ms. Crockett made these updates, the Village netted approximately 80K in interest. Ms. Morley added that the past couple of years have not been as profitable, as the market has not been as good, but the Village is still earning interest where before the money was sitting idle.

Roll Call – 6 yeas

Ordinance No. 2022-039

An Ordinance Authorizing the Execution of an Energy Consulting and Management Agreement with Trebel, LLC and Declaring an Emergency

Mr. Gallagher made a motion to have the first reading of Ordinance 2022-039 and Mr. Lauffer seconded the motion.

Motion – Gallagher
Second – Lauffer

Roll Call – 6 yeas

Mr. Gallagher stated that he spoke with a representative from Trebel, Joe, and has a couple of items he would like Council to consider. First, Mr. Gallagher would like to entertain the possibility to reduce the length of the contract to three years instead of five. He also stated Joe assured him that Trebel will protect residents' privacy. Next, Mr. Gallagher went over Part D on page 2 and stated that originally Trebel was going to put the bids into a spreadsheet showing what each provider was going to offer and Trebel's recommendation. Mr. Gallagher said he asked Trebel to be able to see the actual bids and have bid transparency. Mr. Gallagher stated that Trebel eluded that they would allow Council to view these bids if asked. Mr. Gallagher asked Mr. Forbes about page 3, section D. Mr. Forbes stated this appoints Trebel to act on behalf of the Village as an agent only as it relates to the Aggregate Program and is standard contract language. Mr. Gallagher wanted to ensure on page 3, section D that this section only locks the Village into the contract but still allows for residents to opt-out of a contract with Trebel if desired. Mr. Forbes concurred with Mr. Gallagher's assessment and stated that the section on page 4 does not apply to the Village since the Village has not been in an aggregate program, so there is no previous contract to supersede. Mr. Gallagher stated that after speaking with Joe from Trebel, he understood page 15, Section A to mean that if Trebel ever receives a rate quoted equal to or lower than \$.085 per kWh and/or \$.65 per Ccf, Trebel has the authority to lock the rate in for the Village. This is due to quotes only being good for no more than a day and if Trebel sees a price drop they want to lock in for their client.

Mr. Colvin wanted to ensure that Wayne Township, Corwin, Harveysburg, and possibly Clinton-Massie Township would be put out to bid at the same time and that more potential customers would mean a better deal. Ms. Morley stated that she believes this would be the case. Mr. Gallagher said this is Trebel's goal to get everyone on the same cycle that would give more bidding power. Mr. Gallagher added that this was the biggest factor in why he thought Trebel would be the best choice for the Village.

Resolution 2022- 040

Resolution Approving Participation in Region 14 Governance Structure
Under the OneOhio Memorandum of Understanding and Declaring an Emergency

Mrs. Miller made a motion to waive the two-reading rule for Ordinance 2022-040 and Mr. Blankenship seconded the motion.

Motion – Miller
Second – Blankenship

Roll Call – 6 yeas

Mr. Forbes explained that this is another piece of legislation required as part of the OneOhio lawsuit settlement against the opioid manufacturers. The Village voted to participate in the Ohio wide municipalities lawsuit and agreed to the MOU and receive funds from the settlement. Part of the agreement was to divide Ohio into different regions and Waynesville is part of Region 14. Region 14 must establish a governing structure and bylaws as required by the settlement. This piece of legislation is purely for housekeeping purposes.

Mr. Colvin asked if this governing body would determine how the money will be spent. Mr. Forbes stated that the MOU already outlined that the money can only be spent relating to issues caused by or related to the opioid crisis, such as law enforcement or the purchase of Narcan. Mr. Forbes stated he believes each region's governing body will be determining how the money will be allocated.

Mr. Colvin made a motion to adopt Ordinance 2022-040 as an emergency and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Second Reading of Ordinances and Resolutions

Ordinance No. 2022 - 032

Authorizing the Village Manager to Enter into a Purchase Agreement with the Waynesville Area Heritage & Cultural Center at the Friend's Home, Inc.

Mr. Colvin made a motion to have the first reading for Ordinance 2022-032 and was seconded by Mr. Gallagher.

Motion – Colvin
Second – Gallagher

**Roll Call – 5 yeas (Isaacs, Lauffer, Miller, Colvin, Gallagher)
1 abstain (Blankenship)**

Tabled Ordinances and Resolutions

None

Executive Session

None

All were in favor to adjourn at 8:18 p.m.

Date: _____

Jamie Morley, Clerk of Council

Council Report

September 6, 2022

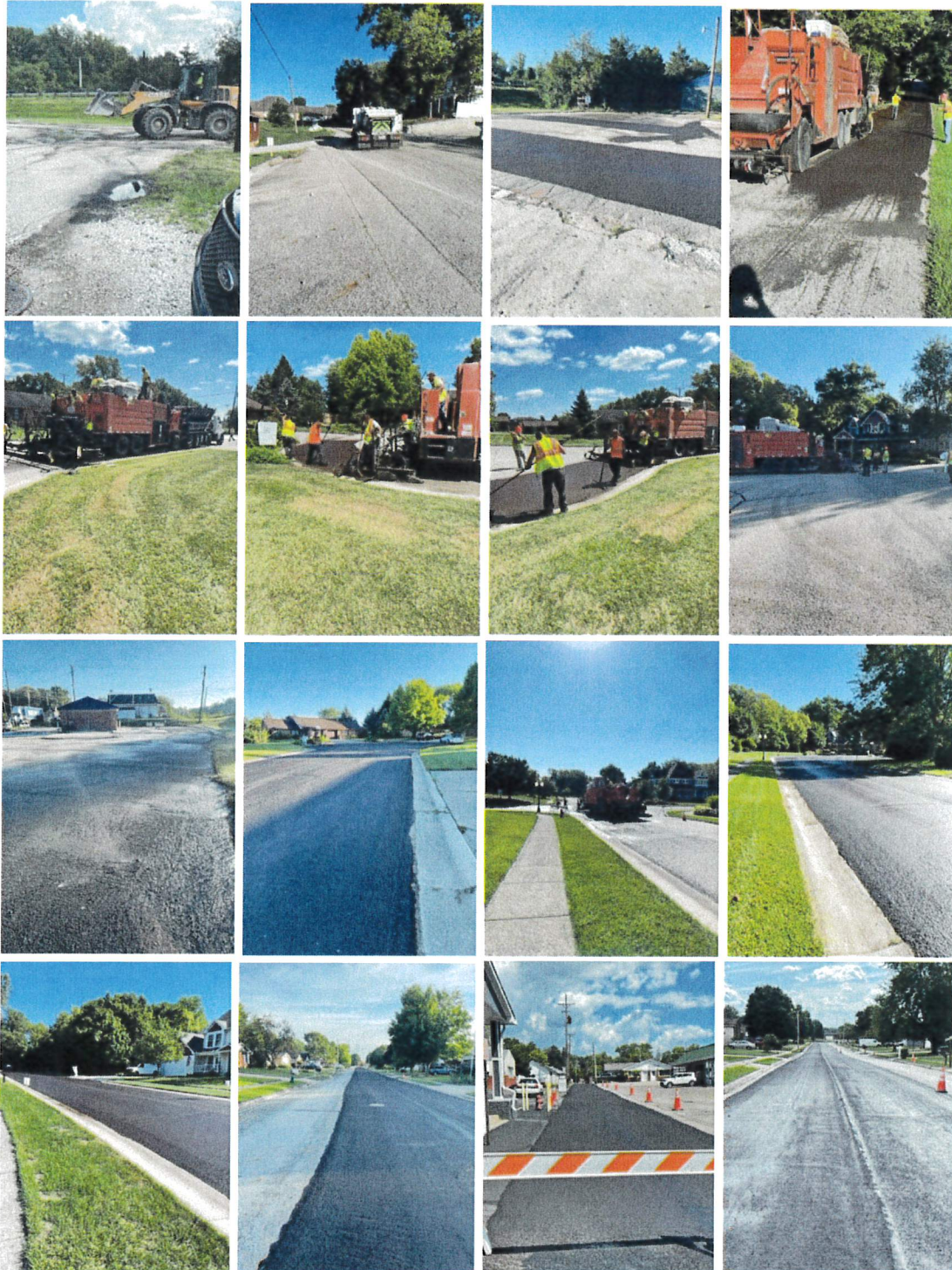
Chief Copeland

Manager

- Ohio Valley Painting has been working on the light pole and street sign pole restoration project on Main Street. They sanded and primed the poles olive green. The final coat of paint on all the poles and lights is black.



- Strawser Construction has been working all week on the micro-surface project. They filled and leveled several streets prior to the micro-surface application. We had 12 locations throughout the village resurfaced and they are scheduled to be done on Tuesday. Progression photos provided below.



- We have been having trouble dealing with Dave from In-Control regarding our SCADA system. Nelson and Andy stated that the current SCADA system has become obsolete, and they recommend going with a new company. They stated that Henry P. Thompson (HPT) has a great reputation and can provide the services that we need. They are located in Milford, Ohio and a copy of their quote has been included with an ordinance in the council clerks report.
- Brian and Greg from the Street Maintenance Department went out last week and repaired more potholes throughout the village.



- Ashley and Jamie were doing some housecleaning on August 25th to stay on top of projects. Ashley did landscape work and Jamie filed records.



- There is a ribbon cutting scheduled for September 8th at 1:30pm for Jamie Gabbard's Comey & Shepherd Realtors office at 220 N. Main Street for any Council members that would like to attend.

- Chris Barnett from the Little Miami Watershed Network will be sharing information with Council on Tuesday, September 6th about their survey results pertaining to the dollar value that the scenic river brings to the Waynesville community. They are an organization that focuses on protecting the Little Miami River.
- Jerry Hoffman is still working on filling in the lot at SR42 @ SR73. He has filed a permit with the Ohio Department of Transportation to change the width of the entrance into his lot. I have been speaking with the ODOT permit tech, Dustin Williams, and he is going to deny the request. In addition, if he is approved to fill the lot, ODOT will require the entrance to stay the same size and make it a right in and right out only.
- On August 19th, Mayor Isaacs, Councilman Colvin, and Councilwoman Miller joined Congressman Chabot at the Stonehouse Tavern for general discussion and updates on various issues.



- I have hired a new Water Department Supervisor, Greg Perkins. Greg has a Class II operator's license with approximately 7 years of water experience. I believe he is a great fit for the Village team and the staff is looking forward to working with him. He will begin on September 12th.
- Red Stewart Airfield will be hosting its annual air show this Saturday, September 3rd beginning at 5pm. There will be various entertainment and food trucks on location.

Police

- The August dispatched calls for service have been included for your review. If you have any questions or concerns, please feel free to contact me at your earliest convenience.
- The August Mayor's Court report has been provided and if you have any questions, please feel free to contact me or Ashley.
- Corporal Morris made a great arrest on Friday, August 26th. A routine traffic stop ended in a felony arrest with 9 felony charges and 2 misdemeanors. He confiscated 28 grams of marijuana, 443 grams of methamphetamine, drug paraphernalia, tools used for trafficking and distribution, and several handguns. One of the handguns retrieved was reported stolen. The firearms were test fired and found to be fully functional. Great job by Waynesville Officer Morris in our continuous struggle to keep the drugs out of Warren County and especially out of Waynesville.



- Sgt. Denlinger has submitted the August Code Enforcement report which has been attached. Please feel free to contact me or Sgt with any questions or a location that should be investigated.
- The Police Department will be doing our annual firearms training on Saturday, October 22nd at the Franklin City firing range.
- I provided a few Public Alert notices that I put on the webpage and Facebook a few weeks ago for your review.

CALLS FOR SERVICE

From Date: 8/1/2022 12:00:00am

To Date: 8/31/2022 11:59:59pm

Type Description	Count
911 Hangup	9
911 Silent	4
Alarm - Business	2
Alarm - Financial Institution	2
Alarm - Hold Up Alarm	2
Alarm - Residential	4
Animal Complaint	1
Attempt to Locate	1
Business Check	80
Citizen Assist	8
Civil Process	9
Criminal Warrant	4
Disorderly Conduct/Intox Subject	3
Domestic Violence - Physical	2
Domestic Violence - Verbal	2
Escort	4
Extra Patrol	135
Fire - Fire Alarm	2
Fire - Gas Leak/Odor	1
Follow Up Investigation	6
Fraud/Deception - Past	3
Harassment/Stalking/Threats	3
Intoxicated Driver	1
Juvenile Complaint	2
Littering Complaint	1
Lock Out - Vehicle	5
Medical	38
Mental Disorder	2
Noise Complaint	2
Phone Call	14
Repo	1
Road Hazard./Disabled Vehicle	6
Special Detail	10
Suspicious Circumstances	6
Suspicious Person	6
Suspicious Vehicle	3
Traffic Crash Non Injury	5
Traffic Crash Unknown Injuries	1
Traffic Crash Past	1
Traffic Offense	4
Traffic Stop	78
Trespassing	2
Utility Problem	2
Vacation House Check	2
Warrant Confirmation	2
Well Being Check	1
TOTAL	482

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for August 2022

Page : 1
Report Date : 09/01/2022
Report Time : 08:49:06

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
COMPUTER FUND	\$423.00	\$4,104.00	\$3,698.00
LOCAL COSTS	\$1,869.00	\$18,052.00	\$15,907.00
Additional Costs	\$39.00	\$68.00	\$39.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$5,935.00	\$46,973.35	\$44,451.60
Fees			
Fees	\$150.00	\$1,785.55	\$1,454.50
Bond Forfeits			
Bond Forfeits	\$0.00	\$390.00	\$125.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$8,416.00	\$71,372.90	\$65,675.10
State Revenue From:			
Court Costs			
VICTIMS OF CRIME	\$419.00	\$4,082.20	\$3,672.00
DRUG LAW ENFORCEMENT FUND	\$154.00	\$1,519.00	\$1,361.50
INDIGENT DEFENSE SUPPORT FUND	\$1,175.00	\$11,425.00	\$10,230.00
Fees			
Fees	\$0.00	\$60.00	\$0.00
Total to State:	\$1,748.00	\$17,086.20	\$15,263.50
Other Revenue From:			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$66.00	\$651.00	\$583.50
Restitution			
Restitution	\$1,444.44	\$1,509.44	\$140.00
Total to Other:	\$1,510.44	\$2,160.44	\$723.50
TOTAL REVENUE *	\$11,674.44	\$90,619.54	\$81,662.10
*Includes credit card receipts of	\$3,050.00	\$27,736.00	\$24,857.50

END OF REPORT

Date	Address	Violation	Deadline Date	Letter Sent	Contact Made	Citation Issued
5/17/2021	Adamsmoor Dr	High Grass		5/25/2021		
5/17/2021	1017 Crede Way	High Grass			5/17/2021	
5/17/2021	1037 Brookfield	High Grass			5/17/2021	
5/17/2021	1092 Brookfield	High Grass			5/17/2021	
5/17/2021	613 Preston Dr	Roofs and Drainage		5/25/2021		
5/17/2021	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		5/25/2021		
5/17/2021	555 High St	High Grass			5/17/2021	
5/17/2021	513 High St	High Grass, Accumulation of Rubbish or Garbage		5/25/2021		
5/17/2021	557 Chapman St	Parking		5/25/2021		
5/17/2021	298 North St	Parking, High Grass, Sidewalks and Driveways, Roofs and Drainage, Accumulation of Rubbish or Garbage, Overhang Extensions		5/25/2021		
5/17/2021	135 N 3rd St	High Grass		5/25/2021		
5/21/2021	Brookfield Drive	Tan van w/ flat tires sitting on road for "awhile"				11/15/2021
5/24/2021	15 Third St	Rotated front steps				
5/24/2021	65 Third St	Crumbling chimney? Also different color				
5/24/2021	58 Third St	Front window area detached from house. Needs condemned				
5/24/2021	615 High St	Doors, weeds/grass, roofs and drainage, exterior walls, Overhang Extensions, exterior of premises		6/8/2021		
5/24/2021	Edwards & High	Car on blocks			8/2/2021	
6/7/2021	162 N 4th St	Removal of dead branches, sidewalks	6/25/2021	6/8/2021		8/16/2021
6/7/2021	312 N Main St	Roofs and Drainage		6/8/2021		
6/21/2021	552 North St	Park, Junk Motor Vehicle		10/5/2021		
6/21/2021	260 Chapman St	Poison Ivy, High Grass/Weeds, Untrimmed Bushes		6/22/2021		
6/21/2021	296 S Main St	Brush		10/5/2021		
6/20/2021	400 N 5th St	Snow Plow, Parking in grass	6/25/2021	6/22/2021		
6/21/2021	1218 Adamsmoor Dr	High Grass/Weeds, Roofs and Drainage		6/22/2021		
6/21/2021	195 S 3rd St	High Grass/Weeds, Rubbish		6/22/2021		
6/21/2021	103 N 3rd St	Overhang Extensions, Rotting deck boards, Windows and Door Frames, Rotting Soffit, Rubbish, Brush, Roofs and Drainage		6/21/2021		
7/19/2021	1405 Adamsmoor Dr	Parking in Grass				
7/19/2021	1017 Crede Way	High Grass/Weeds, Roofs and Drainage		7/20/2021		
7/19/2021	1218 Adamsmoor Dr	Roof and Drainage		7/20/2021		
7/19/2021	972/974 Brookfield Dr	Exterior of Premises		7/20/2021		
7/19/2021	Adamsmoor Dr	High Grass/Weeds		7/20/2021		
7/19/2021	220 E Ellis Dr	High Grass/Weeds			7/19/2021	
7/19/2021	296 N Main St	High Grass/Weeds			7/19/2021	
7/19/2021	120 N Main St	Exterior of Premises		7/20/2021		
				10/5/2021		
7/19/2021	222 S 3rd St	High Grass		7/20/2021		
7/19/2021	643 Robindale Dr	High Grass			7/19/2021	
7/19/2021	794 Robindale Dr	High Grass			7/19/2021	

7/19/2021	133 S Main St	Windows and Doors							
7/26/2021	120 N Main St	Wood piled up in back yard		8/9/2021	7/20/2021	7/26/2021	8/9/2021		8/9/2021
8/2/2021	1092/1094 Brookfield D	Roof and Drainage			8/3/2021				
8/2/2021	1032/1034 Brookfield D	Roof and Drainage			10/26/2021				
					8/3/2021				
					10/26/2021				
8/2/2021	250 Hilltop Ct	Spoke to Mike Morley 11-15-2021, has new roof flashing on order to make repair							
8/2/2021	80 E Ellis Dr	Parking in grass				8/2/2021			
8/16/2021	193 N 5th St	Siding				8/2/2021			
8/16/2021	1140 Lytle Rd	Siding			8/17/2021				
8/16/2021	796 Franklin Rd	Low hanging branches			8/17/2021				
8/16/2021	514 High St	Low hanging branches			8/17/2021				
8/16/2021	130 N Main St	Dead branches, low hanging braches, sign				8/16/2021			
8/16/2021	106 N 4th St	High grass/weeds			8/17/2021				
8/16/2021	108 N 4th St	Misc. items in the front yard				8/16/2021			
8/16/2021	120 N 4th St	Misc. items in the front yard				8/16/2021			
8/16/2021	76/84 N Main St	Broken Window			8/17/2021				
8/30/2021	499 Old Stage Rd	Excevation dirt on neighbors yard		10/5/2021	9/2/2021	8/30/2021			10/18/2021
8/30/2021	264 N Main St	Home Occupations, Sanitation, Parking, Outdoor Storage, Accessory Structures, Storage of junk, disabled vehicles and rubbish on premises, Exterior of premises, Roofs and drainage, Stairways, decks, porches and balconies, Handrails and guards, Window and door frames, Accumulation of rubbish or garbage, Disposal of rubbish or garbage		10/5/2021	9/2/2021	8/30/2021			
		Pre-Trial rescheduled for 3rd time on 02/16/2022							
		Plea and Sentence scheduled for 04/21/2022							
		Plea and Sentence rescheduled for 05/19/2022							
		Appears repairs have been started 05/02/2022							
10/4/2021	181 N Third St	Parking in Grass, Storage of junk, disabled vehicles and rubbish on premises			10/5/2021				
10/4/2021	170-174 N Fourth St	Outdoor Storage, Trimming or removal of trees, plants and shrubbery			10/5/2021				
10/4/2021	127 North St	Roofs and drainage, weeds, exterior of premises, overhang extensions			10/5/2021				
10/4/2021	367 Franklin Rd	Outdoor Storage, Accumulation of rubbish or garbage, Disposal of rubbish or garbage			10/5/2021				
10/4/2021	122 Franklin Rd	Parking in grass, outdoor storage, rubbish		11/1/2021		10/4/2021			
10/18/2021	Brookfield Dr	Overtime Parking, Junk Motor Vehicle			10/26/2021				11/15/2021
10/18/2021	Adamsmoor Dr	High grass/weeds			10/26/2021				
10/18/2021	96 S Marvin Ln	Sidewalks and Driveways			10/26/2021				
10/18/2021	1215 Anthony Trace	Junk Motor Vehicle			10/26/2021				
1/18/2021	398 North St	Boat parked on street				11/8/2021			
11/15/2021	464 N 5th St	Junk Motor Vehicle			11/16/2021				
11/15/2021	613 Preston Dr	Junk Motor Vehicle, Outdoor Storage			11/16/2021				

11/15/2021	1732 Royston Dr	Parking in grass	11/16/2021	
11/15/2021	575 Royston Dr	Outdoor Storage, Junk Motor Vehicles	11/16/2021	
11/15/2021	39 W Ellis Dr	Parking in grass, Junk Motor Vehicles	11/16/2021	
11/15/2021	1010 Bayberry	Parking in grass	11/16/2021	
11/15/2021	1009 Justin Ridge	High Grass	11/16/2021	
12/12/2021	444 N 5th St	Sidewalks	12/12/2021	
12/20/2021	507 Anson Dr	Sidewalks	1/3/2022	
12/20/2021	698 Preston Dr	Sidewalks	1/3/2022	
12/20/2022	644 Preston Dr	Sidewalks	1/3/2022	
12/20/2021	548 Preston Dr	Sidewalks	1/3/2022	
12/20/2021	525 Preston Dr	Sidewalks	1/3/2022	
12/20/2021	704 Robindale Dr	Sidewalks	1/3/2022	
12/20/2021	616 Robindale Dr	Sidewalks	1/3/2022	
12/20/2021	160, 162 & 168 N 4th	Doors & Windows, Black Mold, Ceiling Falling Down	1/3/2022	
12/20/2021	1037 Brookfield Dr	Sidewalk	1/3/2022	
12/20/2021	267 S 3rd St	Sidewalk	1/3/2022	
12/20/2021	39 N 4th St	Accessory Structures	1/3/2022	
1/24/2022	120 N 4th St	Outdoor Storage	1/3/2022	1/24/2022
2/2/2022	437 N Main St	Junk Motor Vehicle	2/4/2022	
2/2/2022	156 High St	Foundations, Roofs and Drainage, Exterior of Property, Windows and Doors, Rotting Fesca, Parking in grass	2/4/2022	
		Working on issues		
		Repairs have started 05/02/2022		
2/2/2022	1027 Justin Ridge	Fence	2/4/2022	
2/2/2022	982 Brookfield Dr	Fence	2/4/2022	
2/2/2022	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls	2/4/2022	
2/2/2022	88 S 3rd St	Windows and Doors, Roofs and Drainage, Exterior of Premises	2/4/2022	
2/2/2022	98 S 3rd St	Brian Blankenship called stating windows have been ordered		
2/2/2022	70 S 3rd St	Roofs and Drainage	2/4/2022	
2/2/2022	208 S 3rd St	Roofs and Drainage	2/4/2022	
2/2/2022	292-298 Church St	Outdoor Storage, Roofs and Drainage, High Weeds	2/4/2022	
2/2/2022	312 N Main St	Outdoor Storage, Junk Motor Vehicle, Roofs and Drainage	2/4/2022	
2/2/2022	195 S 3rd St	Paint, Outdoor Storage, Exterior of Premises	2/4/2022	
2/2/2022	513 High St	Outdoor Storage, Brush Piles, Junk Motor Vehicles	2/4/2022	
		Improvements made, still needs work done	3/21/2022	
2/2/2022	106-108 N 4th St	Outdoor Storage	2/4/2022	4/11/2022
2/2/2022	352 N Main St	Contruction Debris	2/4/2022	
2/2/2022	122 Franklin Rd	Outdoor Storage	2/4/2022	3/13/2022
2/2/2022	637 Franklin Rd	Siding	2/4/2022	
3/13/2022	122 Franklin Rd	Permittess Shed		3/13/2022
3/14/2022	273 Franklin Rd	Curb		3/14/2022
		Spoke with H/O, should be completed this week		3/28/2022
3/21/2022	650 High St	Brush, Outdoor Storage	3/22/2022	
3/21/2022	262 Edwards Dr	Junk Motor Vehicle, Outdoor Storage, Accumulation of Junk	3/22/2022	

3/21/2022	225 Edwards Dr	Outdoor Storage, Accumulation of rubbish or garbage			3/22/2022	
3/21/2022	608 North St	Outdoor Storage, Accumulation of rubbish or garbage			3/22/2022	
3/21/2022	135 N 3rd St	Dead Tree			3/22/2022	
3/21/2022	282 Franklin Rd	Parking in Grass			3/22/2022	
3/28/2022	120 N Main St	Accumulation of rubbish or garbage, Brush			3/29/2022	
3/28/2022	696 Franklin Rd	Junk Motor Vehicle, Brush, Accumulation of Rubbish			3/29/2022	
3/28/2022	N 5th St&Robindale Dr	Overtime Parking			3/29/2022	
4/4/2022	555 High St	Trees overhanging road, outdoor storage, roofs and drainage			4/11/2022	
		Accumulation of rubbish or garbage				
4/4/2022	47 N 3rd St	Overhang extensions, exterior of premises			4/11/2022	
4/4/2022	291 Church St	Roofs and Drainage			4/11/2022	6/20/2022
4/4/2022	208 Church St	Roofs and Drainage			4/11/2022	
4/4/2022	1015 Rose Petal Ct	Trailer parked on street			4/11/2022	
4/4/2022	39 W Ellis Dr	Boat parked in grass			4/11/2022	
4/4/2022	15 S 3rd St	Exterior of premises			4/11/2022	
		Working on getting estimates for repairs				5/1/2022
4/4/2022	168 High St	Outdoor storage			4/11/2022	
4/4/2022	272 North St	Exterior of premises, exterior walls, roofs and drainage, window and door frames, accumulation of rubbish or garbage, storage of junk, disabled vehicles and rubbish on premises, weeds			4/11/2022	
4/4/2022	369 Franklin Rd	Accumulation of junk, outdoor storage			4/11/2022	
4/4/2022	171 N 3rd St	Accumulation of junk, junk motor vehicle(s), outdoor storage			4/11/2022	
4/4/2022	159 N 3rd St	Roofs and Drainage			4/11/2022	
4/4/2022	122 N 5th St	Accessory Structures			4/11/2022	
		Spoke with Melissa and they're getting estimates and will notify when one accepted and repair date				4/13/2022
4/4/2022	613 Preston Dr	Outdoor Storage			4/11/2022	
4/4/2022	99 N Main St	Roofs and Drainage			4/11/2022	
5/2/2022	1030 Justin Ridge	Sidewalk			5/3/2022	
5/2/2022	1000 Justin Ridge	Sidewalk			5/3/2022	
5/2/2022	1327 Rosebud Ct	High Grass			5/3/2022	
5/2/2022	1100 Jusin Ridge	Sidewalk			5/3/2022	
5/2/2022	977 Camp Creek	Sidewalk			5/3/2022	
		Contractor hired				
5/2/2022	1091 Crede Way	Sidewalk			5/3/2022	
5/2/2022	1096 Camp Creek	Sidewalk			5/3/2022	
		Contractor hired				
5/2/2022	1050 Camp Creek	Sidewalk			5/3/2022	
5/2/2022	1037 Brookfield	Sidewalk			5/3/2022	
5/2/2022	Adamsmoor Dr	High Grass			5/3/2022	5/17/2022
5/2/2022	690 Dayton Rd	Trailer parked on street			5/3/2022	
5/2/2022	865/867 Windfield	Sidewalk			5/3/2022	
5/2/2022	902 Preston	High Grass			5/3/2022	
5/2/2022	643 Robindale	Sidewalk			5/3/2022	
		Locating Contractor				
5/2/2022	705 Robindale	Sidewalk			5/3/2022	
5/2/2022	568 Preston Dr	High Grass			5/3/2022	

5/2/2022	548 Preston Dr	Sidewalk			5/3/2022	
5/2/2022	468 Preston Dr	High Grass			5/3/2022	
5/2/2022	525 Preston Dr	Sidewalk			5/3/2022	
5/2/2022	559 Preston Dr	Sidewalk			5/3/2022	
		Contractor hired				
5/2/2022	768 Franklin Rd	High Grass			5/2/2022	
6/6/2022	55 N Us Rt 42	Accessory Structures			6/13/2022	
6/6/2022	83 N 3rd St	Siding			6/13/2022	
6/6/2022	83 N Main St	Exterior of premises, Junk Camper, Fence, Accumulation of Junk			6/13/2022	
6/6/2022	220 N 4th St	Junk Motor Vehicle				
6/6/2022	642 Robindale Dr	High Grass, Yard debris on driveway			6/13/2022	
6/6/2022	660 Robindale Dr	Parking in Grass			6/13/2022	
6/6/2022	1600 Adamsmoor Dr	Stump			6/13/2022	
6/6/2022	515 Franklin Rd	Overtime Parking			6/13/2022	
6/20/2022	15-17 N Us Rt 42	High Grass				6/20/2022
6/20/2022	160 N 4th St	Outdoor Storage, High Grass			6/20/2022	
6/20/2022	120 N Main St	Exterior of Premises				6/20/2022
6/27/2022	1047 Brookfield Dr	Junk Motor Vehicle			6/28/2022	
6/27/2022	Adamsmoor Dr	High Grass				
6/27/2022	999 Creekview Dr	High Grass			6/28/2022	
6/27/2022	107 N 5th St	Tree Overhanging Street less than 14'			6/28/2022	
6/27/2022	172 S 3rd St	High Grass				
6/27/2022	398 North St	High Grass, Outdoor Storage				
6/27/2022	434 N 5th St	Junk Motor Vehicle, parking in Grass			7/19/2022	
6/27/2022	1585 Adamsmoor Dr	Outdoor Storage			7/19/2022	
6/27/2022	1215 Anthony Trace	Roofs and Drainage			7/19/2022	
6/27/2022	825 Franklin Rd	Cut down tree needs removed			7/19/2022	
6/27/2022	35 N Us Rt 42	Exterior of Premises, Outdoor Storage, Accumulation of Junk, Accessory Structures, Junk Motor Vehicle			7/19/2022	
6/27/2022	270 Miami St	Fence			7/19/2022	
6/27/2022	437 N Main St	High Grass, Parking in grass, Junk Motor Vehicle			7/19/2022	
6/27/2022	295 S Main St	Roofs and Drainage, Siding, Trees need trimmed over sidewalk			7/19/2022	
6/27/2022	130 N Main St	High Grass			7/19/2022	7/31/2022
6/27/2022	22 S Main St	Eaves Rotten, Gutter falling			7/19/2022	
6/27/2022	176 N 3rd St	Roofs and Drainage			7/19/2022	
6/27/2022	109 N Main St	Outdoor Storage, Junk Motor Vehicle			7/19/2022	
7/18/2022	552 North St	Parking in Grass, Junk Motor Vehicle, Front Steps, Soffit Gutters			7/19/2022	
7/18/2022	107 N 5th St	Parking in Grass			7/19/2022	
7/18/2022	192 N4th St	Exterior doors			7/19/2022	
8/8/2022	84 N Main St	Screens				8/8/2022
8/8/2022	N Main St Vacant	High Weeds			8/9/2022	
8/8/2022	196 S 3rd St	High Grass/Weeds			8/9/2022	
8/8/2022	207 S 3rd St	High Grass/Weeds			8/9/2022	
8/8/2022	242 N 5th St	Boat parked on street			8/9/2022	



1400 Lytle Road • Waynesville, Oh 45068, • Phone 513-897-8015 • Fax 513-897-2015
www.villageofwaynesville.org

Public Alert

I would like to bring to your attention that beginning Monday, August 29th several streets, as listed below, will be resurfaced. I respectfully ask that people do not park on these streets in an effort not to delay the project. I would like to thank you all in advance for your cooperation as we continue to strive to make the village a better place to live, work, and shop.

- Victoria Place (all streets)
- Wilkerson Lane
- South Main Street (from SR 73 to Wilkerson Lane)
- East and West Ellis Drive
- Hilltop Court
- Miami Street (near the Museum)
- Marvin's Lane
- Bulk Water Distribution Center

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Chief Copeland", is written over a light blue horizontal line.

Chief Copeland



1400 Lytle Road • Waynesville, Oh 45068, • Phone 513-897-8015 • Fax 513-897-2015
www.villageofwaynesville.org

Public Alert

All the poles on Main Street are currently being reconditioned. They are going to be primed first and then painted black. I ask that everyone respects the cones put up for the safety of the painters to allow them to safely do their job.

Thank you in advance,

A handwritten signature in blue ink, which appears to read "Chief Copeland". The signature is fluid and cursive, written in a professional style.

Chief Copeland

ORDINANCE NO. 2022-041

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE HENRY P. THOMPSON COMPANY FOR SCADA SYSTEM UPGRADE SERVICES

WHEREAS, the Village is in need of system upgrade service for the SCADA system for the Village of Waynesville Water System; and

WHEREAS, The Henry P. Thompson Company has offered a proposal for said services; and

WHEREAS, Council has determined that it is in the best interest to the Village to accept this proposal and to enter into a contract in accordance with said proposal.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, _____ members elected thereto concurring:

Section 1. That the Village of Waynesville hereby accepts the proposal as presented by The Henry P. Thompson Company as the best proposal for system upgrade service for the SCADA system for the Village of Waynesville Water System.

Section 2. That the Village Manager is hereby authorized to enter into a contract with The Henry P. Thompson Company for the system upgrade service for the SCADA system for the Village of Waynesville Water System pursuant to the terms of the proposal letter attached hereto as Exhibit "A" and incorporated herein reference.

Section 3. That the Finance Director is authorized to compensate The Henry P. Thompson Company in an amount not to exceed \$23,071 pursuant to the terms of said proposal.

Section 5. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor



The
Henry P. Thompson
 Company Est. 1910

Quotation

August 28, 2022

Waynesville Ohio WTP
 Attn: Andy Ray
 Waynesville , OH
 aray@waynesville-ohio.org

Re: Waynesville Ohio WTP SCADATA Cellular Option

Dear Mr. Ray,

We are pleased to provide the following quote for the below listed equipment:

Item#	Part Number	Description	Qty.	Unit Price	Total Price
1	RT4422C-PAE	Complete Package includes RTU (4422 I/O Board Kit, Cellular Modem Interface, 12V Power Supply, and Communication Cable), Laird Phantom Antenna Kit, Back Up Battery Kit, and NEMA 4x Enclosure Kit (14x12x6)	2	\$4100.00	\$8,200.00
2	SOFTWARE 0-9	Software for Monitoring 0-9 RTU Units: Scadata Software Suite includes full monitoring access of I/O points, trending graphs, custom reports, historical data archives, and text/email alerts. Software also includes mobile app access for remote monitoring.	1	\$5651.00	\$5,651.00
3	CELL	One Year of Cell Service (per site)	2	\$360.00	\$ 720.00
4	Custom Programming	SCADATA Programming	1	\$2000.00	\$2,000.00
5	Install\Misc.	Install of RTU's and wiring all I/O.	1	\$6500.00	\$6,500.00
				TOTAL PRICE	\$23,071.00

The above price includes freight to the jobsite. Federal, state, and local taxes, or any equipment item or service not specifically listed are not included in the above pricing.

Thank you for the opportunity to offer our quotation. Please do not hesitate to contact us immediately if you should have any questions.

Sincerely,

Scott Myers

The Henry P. Thompson Company
(513) 276-9264
smyers@hpthompson.com

**THE HENRY P. THOMPSON COMPANY
TERMS AND CONDITIONS OF SALE**

The following Terms and Conditions are an integral part of The Henry P. Thompson Company's offer to sell the equipment and/or services offered in this proposal.

PRICES: Published prices and quoted prices, unless otherwise specified are subject to change without notice. Invoiced prices will be those in effect at time of payment. Published prices and quoted prices do not include sales tax. Sales tax is due and payable upon receipt of the goods unless otherwise specified, tax certificate has been provided prior to shipment. All quotations and agreements, unless otherwise expressly stated, will be F.O.B. point of manufacture.

DELIVERY: While we will endeavor to schedule your work order for delivery in accordance with your instructions, we do not guarantee or assume liability for failure to meet any scheduled delivery date. Referred deliveries are subject to Seller's approval and then only under terms that will reimburse Seller for any costs incurred in anticipation of production together with any resulting storage, handling, or carrying charges.

INTERPRETATION: Seller's offer contained in this proposal is limited to acceptance of all its terms and conditions contained herein. Upon acceptance by the Buyer, this writing shall constitute the entire agreement between Seller and Buyer. Any additional or different terms provided by the Buyer on any written acknowledgment or purchase order are not part of the contract between the Seller and Buyer and therefore are not binding upon the Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Acceptance or acquiescence in a course of performance rendered under meaning of this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of nature of the performance and opportunity for objection. Whenever a term defined by Uniform Commercial Code is used in this contract, the definition contained in the Code is in control.

MODIFICATIONS: This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party against whom the modification is sought to be enforced.

PERFORMANCE: The Seller shall be excused if performance is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials, and also by any cause beyond the control of the Seller, including, but not restricted to, acts of God, floods, fires, storms, acts of civil and military authorities, war, and insurrections.

TERMS OF PAYMENT AND FAILURE TO PAY: Our normal terms of sale are 1% 10 Net 30. **Account must be current to discount invoice. Discount is not allowed on an invoice when retainage has been withheld.** Accounts 60 days past due will either have shipment held, or start-up delayed until all payments due are made or arrangements satisfactory to us are agreed upon. If, in our judgment, we feel that for our mutual protection it is advisable to exercise lien rights, this should not be construed as derogatory action. Normally, this action would be taken when a specific job has encountered financial problems and after consultation with our customer. Such rights are not exclusive and are in addition to any other right or remedy we may have and the exercise shall not prejudice any claim for damages we may assert, including reasonable attorney's fees incurred in collecting delinquent accounts.

CANCELLATION: Special equipment is not subject to cancellation. Where a cancellation is requested and it is not found practical to stop manufacture a 40% restocking fee will be accessed.

AUTHORITY OF SELLER'S AGENTS: No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the Buyer.

ASSIGNMENT - DELEGATION: No right or interest in this Contract shall be assigned by the Buyer without the written permission of the Seller, and no delegation of any obligation owed, or of the performance of any obligation by the Buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

EXPRESS WARRANTIES: Equipment & Parts not manufactured by the Seller carry only the warranty of the manufacturer of said parts. Seller does not make any express or implied warranty for equipment and/or

parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. It is further agreed that the Buyer must inspect all shipments within 48 hours to determine if there was damage in transit or shipment and shall file a claim with the carrier accordingly. It is further agreed that the Seller assumes no liability whatsoever for failure of equipment due to normal usage and wear.

DISCLAIMER: SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT.

APPLICABLE LAW: the Uniform Commercial Code shall govern This Contract. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Ohio as effective and in force on the date of this Contract.

CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.

CLERICAL ERRORS: We are not responsible for printer's errors made in any of its publications and other forms of printed matter, or for any stenographic and clerical errors. All such errors are subject to correction.

Respectfully Submitted,	We accept the offer to sell the material and equipment as quoted, in accordance with the terms and conditions herein.
SELLER:	BUYER:
The Henry P. Thompson Company	Waynesville Ohio WTP
NAME: Scott Myers	NAME: Andy Ray
BY: <i>Scott Myers</i>	BY:
TITLE: Plant Sales	TITLE:
DATE: August 28, 2022	DATE:

DELIVERY INFORMATION	
NAME:	
ADDRESS:	
PHONE:	
EMAIL:	
PURCHASE ORDER #:	

ORDINANCE NO. 2022-042

**CERTIFYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTIES
IN THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY
(UTILITY BILLS)**

WHEREAS, the Village has given proper notice to the owners of certain real property in the Village of Waynesville regarding the payment of utility bills; and

WHEREAS, the owners of said properties did not take action to make such payments and therefore, the Village of Waynesville now seeks to collect said expenses by authorizing the placement of a lien upon the lands and collected as other taxes.

NOW, THEREFORE, be it ordained by the Council of the Village of Waynesville, ___ members elected thereto concurring:

SECTION 1. That the Village Council hereby certifies that certain amounts be filed on the return and statement to Warren County as an assessment against the properties listed and placed as a lien against the properties by the Auditor of Warren County, Ohio, as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to submit such assessments to the County Auditor by the September 12, 2022 deadline.

Adopted this ____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

WARREN COUNTY AUDITOR

406 JUSTICE DRIVE, LEBANON, OHIO 45036

BEV WOOLEY
Director of Real Estate
bwooley@wcauditor.org
(513) 695-1235
Fax (513) 695-2960

MATT NOLAN
AUDITOR
mnolan@wcauditor.org
www.wcauditor.org
(513) 695-1235

DIANE GRAY
Director of Financial Operations
dgray@wcauditor.org
(513) 695-1101
Fax (513) 695-2606

UPDATED CHANGES: PLEASE GIVE TO THE APPROPRIATE AUTHORITY

May 9, 2022

Attn: Finance/Fiscal Officer

RE: Certifications of Special Assessments

Certification of special assessments to be included on the 2022 tax duplicate must be certified to the County Auditor on or before the second **Monday in September (September 12, 2022)**.

The deadline to UN-certify a charge will be Friday, **November 11, 2022**. Please continue to receive payments in your office until that date and notify me of any payments or changes.

After **November 11, 2022**, we will accept payments in our office through **December 9, 2022**.

There is a \$1.00 filing fee, per certification, if you walk in or mail in the certifications. If you send electronically to triley@wcauditor.org, the Auditor will waive the \$1.00 certification charge. It must be in Excel spreadsheet format. (see required guidelines below to be included on your formatted spreadsheet),

- Name of levying body
- Name of the assessment
- Property owner's name
- Address of the property
- Auditor's account number and parcel number.
- Put the spreadsheet in Auditor's account number order, before it is submitted. If it is not in Auditor Account number order, I will send back to you for correction.
- Amount to be certified to each property.
- Total the spreadsheet before you submit via e-mail

****Each time there is a payment made, please notify me by e-mail showing the Account #, Owner name, Address, and the amount paid, AND THE DAY IT WAS CERTIFIED.*

If you send another copy of your spreadsheet, please show that it is a copy, strike through the account number and the charge, and mark a comment saying that the account has paid and the date it was paid. Please show a revised total as well.

Sincerely,
Terri Riley, Deputy Auditor, Warren County Auditor's Office
triley@wcauditor.org
(513) 695-1236

Village of Waynesville - Utility Assessment

COUNTY ACCOUNT #	UTILITY		PARCEL ID #	UTILITY		PROPERTY OWNER	SERVICE ADDRESS
	ACCOUNT #	ASSESSMENT		ASSESSMENT	ASSESSMENT		
8100543	010203007		0501455019	\$71.29		R & J SMITH PROPERTIES, LLC	171 N THIRD ST
8101639	020503005		0501403001	\$18.39		AUSTIN & KAYLA HICKLE	677 ROBINDALE DR
8101736	010208002		0501455014	\$87.65		ROBERT JASON & VANESSA LINVILLE	241 N THIRD ST
8105375	010116100		0501476023	\$33.19		RICHARD SIMMONS	294 CHURCH ST
8106118	020332004		0501452010	\$144.31		AUSTIN DEAN SAYLOR	152 FIFTH ST
8109494	020415217		0501178005	\$23.20		JAMES ROGERS PERKINS	945 PRESTON DR
8112061	052022000		0501165014	\$422.03		BERLO, PHYLLIS L.	1017 CREDE WAY
8112363	052087006		0501330003	\$76.76		EDD CAPITOL, LLC	874 WINDFIELD DR
8113189	030757014		0501308006	\$25.68		JD SAMS REAL ESTATE	1069 BROOKFIELD DR
8113190	030743013		0501306008	\$30.67		AUSTIN & KAYLA HICKLE	1082 BROOKFIELD DRIVE
8113203	030744523		0501306009	\$237.13		RGG PROPERTIES	1094 BROOKFIELD DR.
8113300	030759519		0501308008	\$56.43		JAMES NELLIS	1047 BROOKFIELD DR.

\$1,205.90

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY (VILLAGE COUNCIL)

Rev. Code, Secs. 8705.34, 8705.35

The Council of the Village of Waynesville, Warren County, Ohio, met in regular session on the 6th day of September, 2022, at the office of 1400 Lytle Road with the following members present:

- Earl Isaacs
- Brian Blankenship
- Chris Colvin
- Joette Dedden
- Zachary Gallagher
- Troy Lauffer
- Connie Miller

Mr. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2023; and

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

RESOLVED, By the Council of the Village of Waynesville, Warren County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

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

FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV	V	VI
General Fund		13,000	1.84	
General Bond Retirement Fund				
Park Fund				
Recreation Fund				
Police Levy Fund	37,000			7
Street Levy Fund	5,300			1
TOTAL	42,300	13,000		

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
General Fund:		
Current expense levy authorized by voters on _____ 20_____, for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 20_____, for not to exceed _____ years.		
Total General Fund outside 10 m. Limitation.		
Park Fund: Levy authorized by voters on _____ 20_____, for not to exceed _____ years.		
Recreation Fund: Levy authorized by voters on _____ 20_____, for not to exceed _____ years.		
Police Levy Fund: Levy authorized by voters on _____ 2017_____, for not to exceed 5 years.	7.00	37,000

CERTIFICATE TO COPY
ORIGINAL ON FILE

The State of Ohio, Warren County, ss.

I, Jamie Morley, Clerk of the Council of the Village of Waynesville, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original official certificate from the Warren County Budget Commission.

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20_____.

Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.

No. 2022-043

COUNCIL OF THE VILLAGE OF

Waynesville

Warren

County, Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.
(Village Council)

Adopted _____ 20_____

Clerk of Council

Filed _____ 20_____

County Auditor

By _____

Deputy


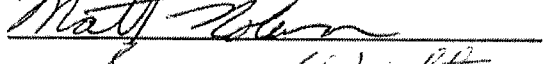
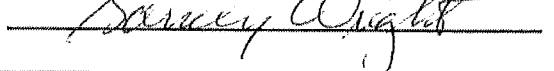
OFFICIAL CERTIFICATE OF THE COUNTY BUDGET COMMISSION

The Budget Commission of WARREN COUNTY, Ohio, hereby makes the following Official Certificate of Estimated Resources for the VILLAGE OF WAYNESVILLE, for the fiscal year beginning January 1st, 2023.

FUND	Unencumbered Balance Jan. 1st, 2023	Property Tax	Other Sources	Total
General Fund - 1000	2,347,251.89	130,000.00	712,160.00	
(Local Government)			19,795.79	3,209,207.68
Special Revenue				
1 Street Construction Maint & Repair - 2011	223,092.16	XXXX	105,000.00	328,092.16
2 State Highway - 2021	106,872.90	XXXX	8,500.00	115,372.90
3 Parks & Recreation - 2041	2,370.21	XXXX	25.00	2,395.21
4 State Grant - 2061	0.00	XXXX	0.00	0.00
5 Motor Vehicle License Tax - 2102	14,190.00	XXXX	1,965.00	16,155.00
6 Drug Enforcement - 2081	3,997.79	XXXX	0.00	3,997.79
7 Police Levy - 2901	420,581.19	370,000.00	128,050.00	918,631.19
8 Street Levy - 2902	233,889.27	53,000.00	9,500.00	296,389.27
9 Permissive Motor Vehicle Tax - 2101	60,113.98	XXXX	13,775.00	73,888.98
10 ARP American Rescue Plan - 2152	0.00	XXXX	0.00	0.00
11 Mayor's Court Computer Fee - 2905	30,872.20	XXXX	5,000.00	35,872.20
12 Coronavirus Relief Fund	0.00	XXXX	0.00	0.00
Enterprise				
1 Water - 5101	1,033,227.47	XXXX	488,300.00	1,521,527.47
2 Storm Sewer Utility - 5901	107,213.74	XXXX	80,100.00	187,313.74
3 Water Tower Deposit - 5902	7,396.02	XXXX	15,000.00	22,396.02
4 Trash Pickup - 5601	49,899.12	XXXX	195,000.00	244,899.12
5 Street Light - 5602	30,494.37	XXXX	30,000.00	60,494.37
6 Water Capital Improvement - 5701	1,515,029.71	XXXX	293,300.00	1,808,329.71
Internal Service				
1 Admin HRA - 6901	15,078.92	XXXX	0.00	15,078.92
Agency				
1 Sewer Agency - 9901	42,250.32	XXXX	0.00	42,250.32
TOTALS				8,902,292.05
	6,243,821.26	553,000.00	2,105,470.79	8,902,292.05

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth on the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date August 24 2022

Budget
Commission

WARREN COUNTY	ESTIMATED PROPERTY TAX INCOME FOR WAYNESVILLE CORPORATION			FISCAL YR 2023
2022 TENTATIVE TAX YEAR VALUES	EFF RATE	ESTIMATED TAXES LEVIED	CERTIFICATION @ 97%	
AGRICULTURAL				
534,040.00	0.001840000	\$ 982.63	\$ 953.15	
	0.004983321	\$ 2,661.29	\$ 2,581.45	
	0.000711903	\$ 380.18	\$ 368.78	
RESIDENTIAL				
62,233,200.00	0.001840000	\$ 114,509.09	\$ 111,073.82	
	0.004983321	\$ 310,128.01	\$ 300,824.17	
	0.000711903	\$ 44,304.00	\$ 42,974.88	
COMMERCIAL/INDUSTRIAL				
8,277,630.00	0.001840000	\$ 15,230.84	\$ 14,773.91	
	0.006785541	\$ 56,168.20	\$ 54,483.15	
	0.000969363	\$ 8,024.03	\$ 7,783.31	
PUBLIC UTILITY PERSONAL				
1,820,730.00	0.001840000	\$ 3,350.14	\$ 3,249.64	
	0.007000000	\$ 12,745.11	\$ 12,362.76	
	0.001000000	\$ 1,820.73	\$ 1,766.11	
GRAND TOTALS				
72,865,600.00		\$ 134,072.70	\$ 130,050.52	
		\$ 381,702.61	\$ 370,251.53	
		\$ 54,528.94	\$ 52,893.08	
		\$ 570,304.26	\$ 553,195.13	

ORDINANCE NO. 2022-037

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF OBSOLETE, UNNEEDED
AND UNFIT FOR PUBLIC USE PERSONAL PROPERTY
PURSUANT TO R.C. 721.15**

WHEREAS, it has been determined that it is the best interest of the Village of Waynesville to dispose of obsolete, unneeded, and unfit for public use personal property; and

WHEREAS, Section 721.15 of the Ohio Revised Code authorizes the sale of obsolete and unneeded and unfit for public use personal property; and

WHEREAS, the Village Manager reports that certain personal property is surplus property, being obsolete and unneeded.

NOW THEREFORE BE IT ORDAINED by the Village Council of the Village of Waynesville, _____ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to dispose of the items identified on Exhibit "A," attached hereto and incorporated herein by reference, pursuant to R.C. 721.15. The Village Manager is further authorized to execute any and all documents necessary to complete said disposal.

Section 2. That in the event that no buyer is identified through the above authorized procedures, the Village Manager is further authorized to dispose of said property by discard or salvage.

Section 3. That is Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

EXHIBIT A 2022-037

	Model #	Serial #
FORD F450 SUPER DUTY, 2000	F450 SUPER DUTY	1FDXF47F8YEE26639
INTERNATIONAL 4900, 2000	INTL 4900	1HTSDAAR6YH234028
RIGID LOCATOR		215-065-15
AQUASCOPE LISTENING DEVICE		7000429007

**VILLAGE OF WAYNESVILLE
WARREN COUNTY, OHIO**

ORDINANCE NO. 2022-039

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ENERGY
CONSULTING AND MANAGEMENT AGREEMENT WITH TREBEL, LLC AND
DECLARING AN EMERGENCY**

WHEREAS, Trebel, a certified aggregator with the Public Utilities Commission of Ohio (PUCO), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

WHEREAS, the Village desires Trebel to perform an independent analysis and review of the Village of Waynesville electric and natural gas service usage and costs; and,

WHEREAS, the Village desires Trebel to perform an independent analysis and review of electric and natural gas service usage and costs for the possibility of aggregating the electric and natural gas requirements of the residents of Waynesville; and

WHEREAS, the Village will require assistance if the voters of Waynesville approve the aggregation of their electric and natural gas requirements, and the Village desires Trebel to assist in the implementation of an aggregation program in the Village for retail electric loads and retail natural gas loads; and,

WHEREAS, the Village now wishes to authorize the execution of an Energy Consulting and Management Agreement engaging the services of Trebel for the above and related purposes.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Waynesville, ___ members elected thereto concurring:

SECTION I: The Energy Consulting and Management Agreement with Trebel, a copy of which is attached hereto as Exhibit A, is hereby approved and the Village Manager is hereby authorized to execute said agreement.

SECTION II: All formal actions of the Village concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Village, and all deliberations of the Village and of any of its committees that resulted in such formal action took place in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

SECTION III: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to begin the consulting services at the earliest possible date.

Dated this ____ day of _____, 2022.

Mayor

Attest:

Clerk of Council



ENERGY CONSULTING AND MANAGEMENT AGREEMENT

This Agreement (“Agreement”) is entered into this _____ day of _____, 2022 by and between Trebel, LLC (“Trebel”), whose principal place of business is located at 1216 Lexington Ave., STE 301, Mansfield, OH 44907 and the Village of Waynesville, Warren County (“Client”), whose principal place of business is located at 1400 Lytle Road, Waynesville, Ohio 45068 Individually, either Trebel or the Client may be referred to herein as “Party.” Collectively, Trebel and the Client are referred to as “Parties.”

PREAMBLE

WHEREAS, Trebel, a certified aggregator with the Public Utilities Commission of Ohio (“PUCO”), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

WHEREAS, in accordance with its authority under R.C. 4929.26 and 4928.20, the Client desires to engage Trebel as its exclusive energy consultant and agent, and grants Trebel exclusive rights to perform such energy-related services as described herein and subject to the terms and conditions of this Agreement; and,

WHEREAS, the Client desires Trebel to perform an independent analysis and review of the Client's electric and natural gas service usage and costs; and,

WHEREAS, using its expertise and Proprietary Tools as described herein, the Client desires Trebel to perform an independent analysis and review of the Client's electric and natural gas service usage and costs for the purpose of aggregating the electric and natural gas requirements of the residents of the Village of Waynesville.

NOW, THEREFORE, for valuable and other good consideration, the Parties mutually agree as follows:

AGREEMENT

1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which Trebel shall provide exclusively the services set forth herein to the Client.

2. TERM:

A. This Agreement shall be effective beginning on the date the last Party affixes its signature to this Agreement and shall continue for five years or until the end of the term of the aggregation program(s) with the selected supplier, whichever comes later, or until the Agreement is terminated as provided herein.

B. Unless written notice is given to either Party at least six months prior to the expiration of this Agreement, the Agreement shall renew for subsequent one-year terms.

C. The Client assumes all obligations to arrange for its energy supply that was subject to the aggregation program upon expiration of this Agreement.

3. SCOPE OF EXCLUSIVE SERVICES/DELIVERABLES:

During the Term of this Agreement, Trebel has the exclusive right to be Client's energy consultant and agent and shall provide services to the Client (collectively, "Services") as follows:

A. Act as the Client's agent, which will be strictly limited to an electric and natural gas rate analysis, electric and natural gas aggregation formation and operation, and electric and natural gas procurement.

B. Assist the Client in managing its energy needs by utilizing its expertise and Proprietary Tools to construct a program(s), that may include Client's renewable and sustainability goals, that is designed to achieve an overall reduction and/or provide price certainty in energy costs for the government entity, as well as for its citizens. Review and evaluate the current cost of energy for the Client and its Citizens and explore numerous options to determine the best program(s) to meet the needs of the Client.

C. Assist the Client in creating, conducting, implementing, and managing a governmental aggregation program(s) to aggregate the government entity's energy accounts and those of its Citizens if such program is selected as the best means to satisfy the Client's needs.

a. Assist the Client in becoming certified by the PUCO as a governmental aggregator and/or obtaining renewal certification.

b. Design governmental aggregation materials and notification forms and provide marketing support in consultation with the selected energy supplier.

c. Upon request, attend governing body or other public meetings as necessary.

d. Assist in the collection of customer load data and verification.

e. Provide estimates of energy savings under the governmental aggregation program(s) as designed.

f. Monitor the governmental aggregation program(s) and provide updates on the program(s) and metrics that have been achieved.

D. Develop and administer a supplier bidding process utilizing its expertise and Proprietary Tools.

- E. Act as the contact with all potential energy suppliers.
- F. Pre-qualify any energy suppliers wishing to bid on supplying the governmental aggregation program(s).
- G. Manage all contract negotiations with the selected energy supplier.
- H. Oversee the customer enrollment and switching process to the selected energy supplier from the regulated utility.
- I. Coordinate the filing of any reports required to be filed at the PUCO with the Client and selected energy supplier.
- J. Coordinate all appropriate energy, financing, and technical experts.
- K. Provide consultation for energy buying practices and regulatory matters.
- L. Provide such other services reasonably related to the foregoing and mutually agreed to among the Client and the Trebel.

During the Term of this Agreement, the Client shall:

- A. Work cooperatively and exclusively with Trebel.
- B. Timely provide the information requested by Trebel to perform the Services outlined herein.
- C. Authorize Trebel, in accordance herewith, to notify electric and natural gas suppliers and utilities that Trebel is the Client's exclusive consultant and agent for the purposes of electric and natural gas rate analysis and procurement and implementing the governmental aggregation program(s).
- D. Appoint Trebel as the Client's attorney-in-fact to execute, file, or record any documents necessary to accomplish and facilitate the exclusive Services set forth in Section 3.

4. LIMITATIONS ON AGENCY:

The Parties understand and agree that the following limitations and conditions apply to the agency granted herein:

- A. The Client is under no obligation to make any changes to its electric and/or natural gas provider during the Term of the Agreement. However, any changes made with respect to the Client's electric and/or natural gas provider must be made through Trebel.

B. It is understood by Trebel that the agency granted by this Agreement is strictly limited to the purposes provided herein.

C. It is understood by Trebel that this Agreement provides no authority to Trebel to take any action on the Client's behalf without the Client's prior written consent except as provided for in the limited Power of Attorney set forth in Section 13 below.

D. The agency granted by this Agreement supersedes any previously granted agency for the same or similar purposes as the agency granted herein.

5. FINANCIAL AGREEMENT:

A. COMPENSATION

a. For the governmental aggregation program(s), Trebel's administrative fees will be payable to Trebel by the selected supplier for the Term of the aggregation program(s). Only suppliers agreeing to the administrative fees will become eligible bidders.

b. The Parties understand that Trebel is not entitled to any monetary compensation directly from the Client for the Services provided pursuant to this Agreement.

B. CONSIDERATION

The Parties agree that this Agreement is supported by valuable and other good consideration. The Parties agree that the validity of this Agreement cannot be and shall not be challenged based on a lack of consideration.

C. TAXES

The Client is a political subdivision and tax exempt. Trebel therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that Trebel exclusively provides to the Client pursuant to this Agreement.

**6.
RECORDS:**

AVAILABILITY AND RETENTION OF

At any time, during regular business hours, with reasonable notice and as often as the Client, the Comptroller General of the United States, the State, or other agency or individual authorized by the Client may deem necessary, Trebel shall make available to any and/or all the above named parties or their authorized representatives for inspection and/or audit, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, and documents relating to the governmental aggregation program(s) covered by this Agreement, except that Trebel shall not be required to produce or disclose its Proprietary Tools utilized in the design and implementation of the governmental aggregation program(s) and/or any and all agreements or documents entered into solely between Trebel and a third party, which shall remain the property of Trebel.

Trebel, for a minimum of three (3) years after the term of or following the termination of the Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, and documents related to the performance of this Agreement. If an audit, litigation, or other action is initiated during the term of this Agreement, Trebel shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

7. INDEPENDENT CONTRACTOR:

Trebel agrees that it is an independent contractor and shall act in performance of this Agreement as an independent contractor. No employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, Trebel and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the Client. Trebel assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, and insurance premiums, which may accrue as a result of compensation received for services or deliverables rendered hereunder.

**8. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/
NO CONTRIBUTION TO OPERS:**

The Client is a public employer as defined in R.C. 145.01(D). The Client has classified Trebel as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Trebel for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Trebel acknowledges and agrees that the Client, in accordance with R.C. 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Trebel is an individual or has less than five (5) employees, Trebel, in support of being so informed and pursuant to R.C. 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS

Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Agreement. The Client shall retain the completed Form and immediately transmit a copy of it to OPERS.

If Trebel has five (5) or more employees, Trebel, by his/her signature below hereby certifies such fact in lieu of completing the Form:

Trebel

9. INDEMNIFICATION:

Trebel shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, Trebel agrees to indemnify and hold free and harmless the Client and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively, “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Trebel's or any subcontractor’s performance of this Agreement or the actions, inactions, or omissions of Trebel or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of Trebel’s or any subcontractor’s boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively, “Contracted Parties”.) Trebel agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Trebel shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. Trebel further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Trebel shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.

B. Trebel shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

C. Neither termination nor completion of the engagement of Trebel set forth in this Agreement nor any investigation made by or on behalf of Trebel or the Client shall affect

these indemnification provisions and agreements which shall remain and continue to be operative and in full force and effect. The provisions of this Section shall survive any termination or completion of the engagement provided by this Agreement.

10. INSURANCE:

Trebel shall carry and maintain throughout the Term of the Agreement bodily injury and property damage liability insurance necessary to protect it (and, in turn, the Indemnified Parties) against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

As applicable, Trebel shall carry and maintain throughout the Term of the Agreement Workers' Compensation Insurance to the extent required by Ohio law and any other state in which work will be performed.

Trebel shall maintain current such insurance during and throughout the entire Term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which Trebel may or shall become legally obligated to pay as damages. Trebel shall be responsible for any and all premiums for such policy(ies).

Upon request, Trebel shall promptly present to the Client current certificates of insurance.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain any and all such other and further rights and remedies as are available at law or in equity.

11. CONFIDENTIALITY:

A. Obligation of Confidentiality

Except as otherwise provided to be disclosed pursuant to R.C. 149.43, this Agreement and any proprietary information received by one Party from the other Party hereunder and identified in writing as "Confidential" at the time of the disclosure (collectively referred to as the "information") shall be held in strict confidence by the Party receiving such information and each of the Parties agree that it shall not disclose in any manner the other Party's information to any third party or to the public, or use the other Party's information for any purpose except in connection with this Agreement; provided however, that either Party may disclose information: 1) to such Party's directors, officers, subcontractors, affiliates or employees who possess a need to know such information in connection with this Agreement, or 2) to such Party's attorneys or independent auditors or accountants, or 3) to any other third party or to the public, as and to the extent required by applicable federal, state, and local laws or regulations, or as and to the extent required in any legal proceeding. Each Party agrees to exercise the same degree of care to avoid unauthorized disclosure of information it receives from the other Party as it takes to protect its own

similar proprietary business information. Notwithstanding anything to the contrary herein, however, “information” shall not include any data, materials or information which: a) is or through no fault of the receiving Party becomes generally known or available to the public; b) is furnished to third parties by the disclosing Party without restrictions on disclosure; c) is received by the receiving Party independently from a third party, or d) is already known to the receiving Party prior to its disclosure hereunder.

Client acknowledges that all methodologies, concepts, techniques, ideas, formulae, plans, and processes (collectively known as “Proprietary Tools”) are proprietary to Trebel. All intellectual property rights in the Proprietary Tools and the Proprietary Tools themselves shall remain exclusively with Trebel. Client shall neither sublicense nor grant any third-party rights to the Proprietary Tools and shall at all times treat the Proprietary Tools as Confidential Information.

All Client-specific data gathered pursuant to this Agreement remains the property of the Client subject to provisions of R.C. 149.43, except that any and all Proprietary Tools utilized in the design and implementation of the governmental aggregation program(s) and/or any and all agreements or documents entered into solely between Trebel and a third party shall remain the property of Trebel.

B. Disclosure

In the event either Party is required to disclose such Confidential Information by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall use reasonably best efforts to notify the other Party prior to any disclosure, if such notice is, in the determination of the receiving Party’s counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure, redact the Confidential Information, and/or to seek appropriate protection from further disclosure. If the disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the disclosing Party may disclose that portion of the Confidential Information, which the disclosing Party’s counsel advises that the disclosing Party is compelled to disclose. Should the disclosure of Confidential Information be deemed necessary, the Parties will disclose such Confidential Information in accordance with any judicial order and/or applicable federal, state, and local law or regulation.

12. TERMINATION:

A. Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within fifteen (15) days of the receipt of written notice. The notice shall describe in reasonable detail the breach or default. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies.

B. Waiver

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable, or legal remedies. If any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

13. LIMITED POWER OF ATTORNEY:

1. The Client hereby authorizes Trebel to file, record, or execute all documents, communications, agreements, and/or other instruments, including, without limitation, any agreements or documents related to master supply agreements entered into with certified retail electric or natural gas suppliers as set forth in Attachment 1 attached hereto, and any applications, certifications, renewals and/or other filings at the Public Utilities Commission of Ohio, as Trebel in its reasonable discretion may deem necessary or advisable from time to time in order to execute upon and deliver the Services set forth in Section 3 above. As such, the Client hereby irrevocably appoints Trebel, its officers, employees and agents, or any of them, as attorneys-in-fact for the Client to file, record, or execute such items for the Client and in the Client's name, place and stead to act on behalf of and protect the interests of the Client in performing the Services in this Agreement. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

14. LICENSURE:

If a license, professional license, permit, or similar registration with a governmental authority (collectively, "Licensure") is required to perform the Services, Trebel and/or anyone providing Services on behalf of Trebel shall have or obtain such Licensure prior to providing the Services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the Term of this Agreement. Before providing the Services, Trebel shall provide proof to the Client of valid Licensure held in the name of Trebel or anyone providing Services on behalf of Trebel.

15. CIVIL RIGHTS:

Trebel agrees that as a condition of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that Trebel will comply with any and all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. If Trebel is found to be out of compliance with this paragraph, it may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

16. DRUG-FREE ENVIRONMENT:

Trebel agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Trebel shall make a good faith effort to ensure that all of its providers, officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

17. CAMPAIGN FINANCE – COMPLIANCE WITH R.C. 3517.13:

A. R
.C. 3517.13(I) requires that no political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if the individual has made or the individual's spouse has made, or any partner, shareholder, administrator, executor, or trustee or the spouse of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

B. R
.C. 3517.13(J) requires that no political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force

account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if an owner of more than twenty per cent of the corporation or business trust or the spouse of that person has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

C. T
rebel, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Client from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit B and by this reference made a part of this Agreement.

18. FORCE MAJEURE:

A. If either Party is rendered unable by an event of Force Majeure to carry out, in whole or in part, its obligations under this Agreement, then, during the pendency of such event of Force Majeure, but for no longer period, the obligations of the affected Party shall be suspended to the extent required.

B. Any Party claiming Force Majeure shall advise the other Party as soon as possible of the occurrence of the event and shall provide the other Party with the basis of the claim, in writing, within three (3) Business Days of the occurrence of the event.

C. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Whenever either Party is required to commence or complete any action within a specified period, such period shall be extended by an amount equal to the duration of any event of Force Majeure occurring or continuing during such period; provided, however, that in no event will any event of Force Majeure extend this Agreement beyond its Term.

19. FINDINGS FOR RECOVERY:

Trebel hereby certifies by its signature below that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Trebel

20. COMMERCIALY REASONABLE EFFORTS:

Trebel shall devote such time and efforts to the affairs of the Client as is commercially reasonable and adequate to render and perform the services contemplated hereunder. Nonetheless, Trebel cannot guarantee savings or RFP results on behalf of the Client.

21. NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, email with confirmation of delivery, or via facsimile with confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date sent:

Village of Waynesville:

Village of Waynesville

1400 Lytle Road
Waynesville, Ohio 45068

Telephone: _____
Email: _____
Facsimile: _____

Trebel:

Trebel, LLC
1216 Lexington Ave, STE 301
Mansfield, OH 44907

Telephone: 614.425.4885
Email: scott@electricsuppliers.org
Facsimile: 614.417.0410

22. ASSIGNMENT:

This Agreement may not be assigned by either Party without the prior written consent of



the other. The benefits of this Agreement shall inure to the benefit of the respective successors and permitted assigns of the Parties hereto and the obligations and liabilities assumed in this Agreement by the Parties hereto shall be binding upon their respective successors and permitted assigns. This Agreement shall inure to the sole and exclusive benefit of Trebel and the Client and their respective successors and representatives. The obligations and liabilities under this Agreement shall be binding upon Trebel and the Client.

23. GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Warren County, Ohio.

24. SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

25. DRAFTING/HEADINGS:

The Parties agree that this Agreement shall be deemed to have been drafted by both Parties. Headings in this Agreement are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this Agreement.

26. AMENDMENTS:

This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

27. ENTIRE AGREEMENT:

This Agreement, along with all of its attachments and addenda, shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.

28. SIGNATURES:

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

29. EFFECT OF SIGNATURE:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

the day and year first above written.

TREBEL, LLC

Signature

Date

Printed Name

Title

Village of Waynesville

Signature

Date



ATTACHMENT 1

Agency Authority Parameters

With continuing and ongoing changes and improvements in the marketplace and energy industry, there are opportunities whereby Client can obtain favorable or more favorable pricing and/or term for the governmental aggregation program (Program) if Trebel acts expeditiously on behalf of Client.

Accordingly, pursuant to Section 13 of the Agreement, Trebel shall have the limited agency authority to investigate and negotiate the pricing and/or term for energy supply for the Program to be included in the master supply agreements (MSA) or attachments thereto, and the Client hereby authorizes Trebel to execute all documents, agreements, and/or other instruments related to the master supply agreements entered into with certified retail electric or natural gas suppliers, *subject* to the following restrictions:

- A. Trebel's agency authority is limited to require that any pricing under the MSA shall be equal to or less than \$ 0.085 per kWh and/or \$0.65 per Ccf as applicable; and
- B. Trebel's agency authority is limited to require that any term under the MSA shall be for three years; and
- C. Trebel's agency authority is limited to require that at no time in exercising its authority shall Trebel expose or subject Client to any additional liability, exposure, requirements, or obligations than it has under the current MSA; and
- D. Trebel shall provide written notice to Client of the results of its efforts to obtain more favorable Pricing and/or Term for the Program.



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-1642

Employer Services: 1-800-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

Date of Birth

Month Day Year

/ / _____

First Name

MI Last Name

Name of Current Employer

I am an OPERS or other retirement system benefit recipient

STEP 2: Public Employer Information

Name of Public Employer for Which You Are Providing Personal Services

Employer Contact

First Name

MI Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month Day Year

/ / _____

End Date of Service

Month Day Year

/ / _____

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

In accordance with Ohio Administrative Code section 145-1-42(A)(2), an independent contractor means an individual who

- Is a party to a bilateral agreement which may be a written document, ordinance or resolution that defines the compensation, rights, obligations, benefits and responsibilities of both parties;
- Is paid a fee, retainer or other payment by contractual arrangement for particular services;
- Is not eligible for workers' compensation or unemployment compensation;
- May not be eligible for employee fringe benefits such as vacation or sick leave;
- Does not appear on a public employer's payroll;
- Is required to provide his own supplies and equipment, and provide and pay his assistants or replacements if necessary;
- Is not controlled or supervised by personnel of the public employer as to the manner of work; and
- Should receive an Internal Revenue Service form 1099 for income tax reporting purposes.

An independent contractor is not a public employee and shall not become a contributor to the retirement system. If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination. Under the OPERS Health Reimbursement Arrangement (HRA) and the OPERS Retiree Medical Account (RMA), re-employed retirees who are not independent contractors are not eligible for a monthly allowance or reimbursement of any medical expenses incurred during the re-employment period. If you are not an independent contractor and receive an allowance or reimbursement, you may be liable to OPERS and/or the applicable plan.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. If you entered into a contract to provide services as an independent contractor, you are acknowledging that you meet the requirements of an "independent contractor" as that term is defined in Ohio Administrative Code section 145-1-42(A)(2). If you begin to provide services as an independent contractor to the same employer from which you retired, or to any employer if less than two months after the retirement allowance commences, you are acknowledging the pension portion of your benefit will be forfeited during the period of the contract. You are acknowledging that the annuity portion of your benefit will be suspended and will be paid in a lump sum upon termination of the contract, and you may be liable to the retirement system for any amounts incorrectly paid from the plan(s). You are also acknowledging that you are not eligible for a monthly allowance or reimbursement of medical expenses incurred during the period you are providing services under the OPERS HRA or the OPERS RMA and you may be liable to OPERS and/or the applicable plan for any allowance or reimbursements received. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature _____ Today's Date _____
Do not print or type name

**CONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF _____

COUNTY OF _____, SS:

Personally appeared before me the undersigned, _____, an independent contractor for a contract for the purchase of goods and/or services to be let by the Client, _____, _____ County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under section 3517.13 of the Ohio Revised Code, and further state that the undersigned has the authority to make the following representation on behalf of himself or herself:

1. On behalf of the individual, partnership, association, estate, or trust that all of the following persons, if applicable, are in compliance with Section 3517.13(I), Ohio Revised Code:¹

- a. each individual;
- b. each partner or owner of the partnership;
- c. each shareholder of the association;
- d. each administrator of the estate;
- e. each executor of the estate;
- f. each trustee of the trust;
- g. each spouse of any person in this section;
- h. any combination of persons identified in this section.

2. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785, Ohio Revised Code, that all of the following persons, where applicable, are in compliance with Section 3517.13(J), Ohio Revised Code:²

- a. an owner of more than twenty per cent of the corporation or business trust;

¹ Section 3517.13(I), Ohio Revised Code, provides:

[N]o agency or department of this state or any political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust if the individual has made or the individual's spouse has made, or any partner, shareholder, administrator, executor, or trustee or the spouse of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

² Section 3517.13(J), Ohio Revised Code, provides:

[N]o agency or department of this state or any political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if an owner of more than twenty per cent of the corporation or business trust or the spouse of that person has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

- b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. any combination of persons identified in this section.

TREBEL

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20____.

NOTARY PUBLIC: _____

My Commission Expires: _____



ENERGY CONSULTING AND MANAGEMENT AGREEMENT

This Agreement (“Agreement”) is entered into this _____ day of _____, 2022 by and between Trebel, LLC (“Trebel”), whose principal place of business is located at 1216 Lexington Ave., STE 301, Mansfield, OH 44907 and the Village of Waynesville, Warren County (“Client”), whose principal place of business is located at 1400 Lytle Road, Waynesville, Ohio 45068 Individually, either Trebel or the Client may be referred to herein as “Party.” Collectively, Trebel and the Client are referred to as “Parties.”

PREAMBLE

WHEREAS, Trebel, a certified aggregator with the Public Utilities Commission of Ohio (“PUCO”), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

WHEREAS, in accordance with its authority under R.C. 4929.26 and 4928.20, the Client desires to engage Trebel as its exclusive energy consultant and agent, and grants Trebel exclusive rights to perform such energy-related services as described herein and subject to the terms and conditions of this Agreement; and,

WHEREAS, the Client desires Trebel to perform an independent analysis and review of the Client's electric and natural gas service usage and costs; and,

WHEREAS, using its expertise and Proprietary Tools as described herein, the Client desires Trebel to perform an independent analysis and review of the Client's electric and natural gas service usage and costs for the purpose of aggregating the electric and natural gas requirements of the residents of the Village of Waynesville.

NOW, THEREFORE, for valuable and other good consideration, the Parties mutually agree as follows:

AGREEMENT

1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which Trebel shall provide exclusively the services set forth herein to the Client.

2. TERM:

A. This Agreement shall be effective beginning on the date the last Party affixes its signature to this Agreement and shall continue for ~~five~~ three years or until the end of the term of the aggregation program(s) with the selected supplier, whichever comes later, or until the Agreement is terminated as provided herein.

DRAFT

PUBLIC WORKS COMMITTEE MEETING –

August 1, 2022

MEMBERS PRESENT: Zack Gallagher, Chris Colvin, Brian Blankenship

GUESTS PRESENT: Connie Miller, Joette, Dedden, Earl Isaacs, Troy Lauffer

STAFF PRESENT: Chief Copeland, Jamie Morley

1. Meeting called to order at 6:00 PM by Mr. Gallagher.
2. Quorum was achieved – Two members were present.
3. Mr. Colvin made a motion to accept the July 5, 2022 minutes as amended and was seconded by Mr. Blankenship.

3 Yeas

4. Mr. Gallagher made a motion to go into an individual informational session and was seconded by Mr. Colvin.

3 Yeas

5. Jay Sell from Aspen Energy and Scott Belcastro from Trebel LLC. provided informative sessions on possible aggregate programs.

6. Mr. Colvin made a motion to adjourn at 7:02 PM and Mr. Gallagher seconded the motion.

3 Yeas

Jamie Morley
Clerk to Council