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Council of the Village of Mariemont, Ohio
July 10, 2023
Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes
 - a. Council Meeting Minutes June 26, 2023
5. Communications: (Council has copies except those marked **. These are in the Village Office for Perusal)

- *From Service Superintendent Scherpenberg: June 2023 Monthly Report
- *From Tax Administrator Barlow: June 2023 Monthly Report
- *From Building Official Holloway: June 2023 Monthly Report
- *From Solicitor McTigue: Email Dated July 3, 2023 re: Renewal 3.08 Mill General Operating Levy Resolution
- *From Administration Office: Spending Request Form from Mayor Brown re: Paint/Repair/Install Clock in Front of National Exemplar

7. **Permission to Address Council (If addressing Council with prepared notes/speech please leave a copy with Mrs. Van Pelt for accurate minutes)**
8. Motion to Pay the Bills:

****Committee agenda items to be discussed at this meeting are in bold and italics below****

Rules and Law: (Susan Brownknight– Chair; Marcy Lewis – Vice-Chair; Kelly Rankin – Member)

- ☛ Review Signage Legislation (Per Building Department) (1-11-21)(4-11-22)(10-24-22)***
- ☛ Geo-Thermal Installation Code Update (6-12-23)***

Health and Recreation: (Randy York – Chair; Susan Brownknight– Vice-Chair; XXXX – Member)

- ☛ Dale Park/Waldorf Park Plan (9-12-22)***
- ☛ Village Wide Benches (6-13-22)***

Finance: (Rob Bartlett - Chair; Marcy Lewis – Vice-Chair; Kelly Rankin – Member)

- ☛ Liability Insurance Renewal (6-12-23)***

Finance Sub-Committee: (Rob Bartlett, Kelly Rankin, Randy York)

- ✚ Assessing Need for Operations Manager/Administrator (1-11-21) (2-8-21) (4-26-21) (8-9-21) (10-11-21) (1-24-22)(10-24-22) **Target Date June 2022**
- ✚ 4 elements of the Ohio Plan Proposal (3-27-23)

Safety: (XXXX– Chair; Rob Bartlett – Vice-Chair; Randy York – Member)

- ✚ Establish Process to Address Traffic and Speed Concerns: (7-13-20)
- ✚ Pool Recommendations (Moved from Health and Recreation 4-24-23)

Planning and Zoning & Economic Development: (Marcy Lewis - Chair; XXXX – Vice-Chair; Susan Brownknight – Member)

- ✚ Explore Financial Incentives for Local Businesses (12-21-20) (10-11-21)
- ✚ Refine Code Section 151.075 and Code Section 150 (11-14-22)
- ✚ Economic Development Portion of the Ohio Plan Proposal (3-27-23)

Planning and Zoning & Economic Development Sub-Committee: (Marcy Lewis, Kelly Rankin, Randy York)

- ✚ Agreement with Ken Geis to Work on Economic Development (10-11-21) (11-8-21)
- ✚ Outlining Process for Economic Development in 2023 (11-28-22)
- ✚ Economic Development Strategy

Public Works and Service: (Kelly Rankin – Chair; Rob Bartlett – Vice-Chair; Randy York – Member)

- ✚ Long-Term Plan Recommending Painting of the Lamp Poles (1-24-22) (4-26-21)
- ✚ Painting Fire Hydrants (3-13-23)
- ✚ 2023 Transit Infrastructure Fund Application Grant (4-24-23)
- ✚ Village Street Sign Replacement (5-8-23)
- ✚ *Energy Alliance Proposal (5-25-23)*

Committee of the Whole:

- ✚ Assessing Revenue Needs for the Village (2-6-23)
- ✚ Hiawatha, Rembold and Miami Road Recommendations (5-8-23)

9. Miscellaneous:



10. Resolutions:

- ✚ “Adopting the Budget for 2024; and To Declare Emergency” (*Requires Three Readings*)
- ✚ “To Accept Bid of MSD, Inc. To Authorize Contract and To Declare Emergency” (*Requires Three Readings*)

- ✚ “Resolution Declaring the Necessity of Levying a Tax in Excess of the 10-Mill Limitation for Current Expenses and Requesting the County Auditor to Certify Matters in Connection Therewith; and To Declare Emergency” (*Requires Three Readings*)
- ✚ “Renewal of 3.08-Mill Tax Levy in Excess of 10-Mill Limitation for General Operating for the Tax Years of 2023, 2024, 2025, 2026, and 2027; and To Declare Emergency” (*Requires Three Readings*)
- ✚ “To Convert and Appoint Village Zoning Officer, Rod Holloway, From Independent Contractor to Part-Time Village Employee Calendar Years 2023 and 2024” (First Reading)

11. Ordinances:

- ✚ “An Ordinance Authorizing All Actions Necessary to Effect A Governmental Electric Aggregation Program with Opt-Out Provisions Pursuant to Section 4928.20, Ohio Revised Code, Directing the Hamilton County Board Of Elections to Submit a Ballot Question to the Electors; and To Declare Emergency” (*Requires Three Readings*)
- ✚ “An Ordinance Authorizing All Actions Necessary to Effect A Governmental Natural Gas Aggregation Program with Opt-Out Provisions Pursuant to Section 4929.26, Ohio Revised Code, Directing the Hamilton County Board Of Elections to Submit a Ballot Question to the Electors; and To Declare Emergency” (*Requires Three Readings*)

12. Task List:

	<u>Person Accountable:</u>	<u>Target Date:</u>

1. 2021 Financial Recap to Council with commentary/explanations	Mayor Brown	
2. Boat House roof repair/potential grants for funding	Mayor Brown	8/23
3. Clean Up Village (Curbs, etc.)	Mr. York	
4. Assessing parks, what needs to be fixed/potential grants	Mr. York	Ongoing
5. SWIM POOL:		
a. List of activities identified by Pool Commission/Action		Ongoing
b. Fixing Leak	Mayor Brown	
c. 3-year master plan pool/facilities	Mr. York	Ongoing
6. Master Plan for improving office space in Municipal Building	Mayor Brown	
7. Walking Path Whiskey Creek	Mrs. Rankin/Engineer Ertel	
8. Parking Lot Light Issue	Mayor Brown/Mrs. Brownknight	
9. Duke Energy Pole 6961 Murray Avenue (Wires)	Mr. Barlow	
10. Ohio Historic Building Preservation Tax Credit	Mrs. Brownknight	
11. Formation of Inclusion Committee	Mr. York/Mrs. Brownknight	
12. Hire IT Person/Company	Mr. Barlow/Mayor Brown	Fall 2023
13. Village Website	Mr. Barlow/Mayor Brown	10/23
14. Quotes for Concourse Trellis	Mayor Brown	8/23
15. EV Charging Stations	Mayor Brown	
16. Proposed Dog Park	Kim Beach/Mrs. Rankin	

**Village of Mariemont
Council Meeting
June 26, 2023**

Mayor Bill Brown called the meeting to order at 6:30 p.m. with the Pledge of Allegiance. Present were _____ Mr. Bartlett, Mrs. Brownknight, Dr. Lewis, Mrs. Rankin, and Mr. York.

Mrs. Rankin moved, seconded by Mr. Bartlett, to accept the Council Meeting minutes from June 12, 2023, as written. On roll call; five ayes, no nays.

Communications:

*From Mariemont Preservation Foundation: Letter Dated June 1, 2023, re: Grant Request Centennial Project – Kleinger’s Group. There will be an initial meeting on July 6, 2023, with Kleinger’s Group.

*From Michael Harlow, Administrative Associate, Hamilton County Board of Elections: Email Dated June 8, 2023, re: 3.08 Mill tax Levy. Solicitor McTigue said the wording left out the tax year 2023. He spoke with representatives from both the Auditor’s Office and the Board of Elections and there are many hoops to go through. Council will need to pass the legislation with the Emergency Clause.

*From Council Member York: Financial Recap Auction Items for the Centennial. Mr. York said the proceeds were \$18,000 less expenses and commissions to Kate Albert resulted in a net of \$4,485.00 to the Village Centennial Fund. We still have prints that the Village owns, and we will retain one half of those proceeds.

*From Council Member York: MPA Program Partnership Application Draft. Mr. York said this is one of the grants that Mr. Dalton, from Greg Landsman’s office, thought would be really appropriate for park renovation as part of the Centennial. This program works with an MPA program who will help write the grant. It is a ODNr grant with a 50 percent match. It is a land and water conservation grant. He has completed the application and needs Council’s approval to submit. He feels the Village is a perfect candidate. Council agreed to go forth with the program and Mr. York will submit the application.

Permission to Address Council:

Ms. Kate Albert, Kate Albert Studios, was granted permission to address Council. She was commissioned by the Village to produce a painting of Mariemont to celebrate the Centennial. She made a canvas replication of the original painting and donated it to the Village. She is part of an organization named Masterworks for Nature which is a group of artists that help further conservation by producing artworks that help organizations reach their goals. Currently they are holding a show at the Eisele Gallery. She was approached by Brett Harper to help coordinate a project of creating a mural painting in the Village. She understands there are many hurdles for a project of this nature. While exploring the Village, she thought the Elementary School (west side) offered a wonderful canvas. It would not be in plain public view. Artworks employs students and interns for fine arts. She is happy to work to find an investor and would be available to help break down the imagine simplifying it. It is a well-thought-out project. She thought this project could be a nice end cap to the Centennial dedications. Members of Art Works would be available to attend a future meeting if needed.

Mayor Brown said we would have to work with the Mariemont School District as they own the building, not the Village, but he would like to move forward to see what the feasibility would be and asked if a graphic rendering could be produced.

The next steps would be: 1. Council approve the rendering by show of hands vote 2. Present the rendering to the Mariemont School District 3. Present to ARB 4. Council formally approves by Resolution. Public input would be heard at the Council meetings and the ARB meeting.

Motion to Pay the Bills:

Mrs. Brownknight moved, seconded by Mrs. Rankin, to pay the bills as submitted. Mr. Bartlett asked if every department had its own membership to CAGIS. Mrs. Van Pelt said it was one bill split between the various departments. On roll call: five ayes, no nays.

Committee Reports:

None

Miscellaneous:

- Village Fireworks will be held Monday July 3, 2023, beginning at dusk.
- Village Offices will be closed in Observance of Independence Day Tuesday July 4, 2023
- The Budget Hearing will be held at 5:30 p.m. on Monday July 10, 2023, with the Regular Council Meeting to begin immediately upon its conclusion.

Resolutions:

- “To Repeal Resolution No. R-14-23 Pertaining to a Renewal of 3.08 Mill Tax Levy for General Operating Expenses and To Enact a New Resolution Pertaining to the Renewal of a 3.08 Mill Tax Levy in Excess of 10 Mill Limitation for General Operating Expenses for the Tax Years of 2023, 2024, 2025, 2026 and 2027; and To Declare Emergency” had a first reading. Mrs. Rankin moved, seconded by Mrs. Brownknight to suspend the rules to allow for the second and third reading. On roll call; five ayes, and no nays. The Resolution had a second and third reading. Dr. Lewis moved, seconded by Mrs. Rankin to adopt the Resolution. On roll call; five ayes, no nays. Mrs. Rankin moved, seconded by Mrs. Brownknight to invoke the emergency clause. On roll call; five ayes, no nays. Resolution No. R-27-23 was adopted.
- “To Accept Bid of Envision and To Authorize Contract; and To Declare Emergency” had a first reading. Mrs. Rankin moved, seconded by Mrs. Brownknight to suspend the rules to allow for the second and third readings. On roll call; five ayes, no nays. The Resolution had a second and third reading. Dr. Lewis said Exhibit “A” contain both the proposal and contract that was distributed to Council at the last meeting. Mrs. Rankin moved, seconded by Mr. Bartlett to adopt the Resolution. On roll call; five ayes, no nays. Mrs. Rankin moved, seconded by Mrs. Brownknight to invoke the emergency clause. On roll call; five ayes, no nays. Resolution No. R-28-23 was adopted.

Ordinances:

- None

Task List and Committee Assignments:

The Boathouse target date of August 2023 was added. Mayor Brown said he was going to do more research. Mr. Bartlett said his wife, Linda, is the Archivist for MPF, and would be willing to assist.

It should read EV Charging Stations.

Mayor Brown said he is working with Duke on the median project. The vaults are in the ground. The next step is to get it up and out of the ground. He will be working with Superintendent Scherpenberg and Mr. York on the trenchwork.

Mr. York said regarding the dunking booth at the Taste of Mariemont. The Village liability insurance will not cover it, though MPF's may cover it.

Mr. Bartlett said the Village website contract runs through April 2024. It was Mrs. Wendler's recommendation that if we were to switch, we need to decide by October if we are staying with E-Gov. If not, we need time to make the transition.

The meeting was adjourned at 7:15 p.m.

William A. Brown, Mayor

Kelly I. Rankin, Interim Fiscal Officer

**SERVICE DEPARTMENT
MONTHLY REPORT
JUNE
2023**

BRUSH ROUTE.....

Dump Brush either Hafner or S-80

7 Loads of chipped brush
\$ 0 Charge this month
Saving of \$ **175.00**
\$ **625.00** savings year to date.

Other Dumping's

9 Load of brush \$.25.00
Loads of debris Cost \$
\$ **225.00 Total savings**

Street Sweeping/ debris S-80

loads cost \$

TOTAL COST SAVINGS YTD

\$ 925.00

PARK WORK INCLUDES THE FOLLOWING:

Clean up of CG&E Median
The Point
Dale Park & Cemetery
Jordan Memorial
Tot Lot
Midden Island

Denny Place Island
Albert Place
Sheldon Close
Beech Grove
Bell Tower
Livingood

Settle Island
Trolley Park
Concourse
S-80
Lower Meadow

CONTRACTOR'S WORK

Davey Service

MECHANICAL WORK :

Chain saws Trimmers
Both X Marx riding mower
Kubota
Wood Chipper

General check each morning on all trucks

STREET SWEEPING FOR JUNE:

N/A

TOTAL HOURS: 6 YEAR TO DATE: 10

Tree Work in House:

Dead Wood	Total cost for tree co.	\$
Total Removed	Total in house cost	\$
Total Hours	Total savings	\$
	Savings YDT	\$

Total Trees planted 2023

SAFTEY TRAINING CLASS:

OVERTIME HOURS	TOTAL HOURS	HOURS COST PAID	COMP TIME
Scherpenberg	7.50	\$	\$ 312.30
Schmid	0	\$	\$.
James	3	\$ 135.75	\$
Evanchyk	0	\$	\$
Swader	0	\$	\$
TOTAL HRS	10.5		\$ 312.30
TOTAL HRS. PAID	3	\$ 135.75	
Meetings			
Emergency call in A/A, Trees, Water leak			

SICK TIME FOR JUNE :.....TOTAL HOURS

Scherpenberg	0
Schmid	40
James	0
Evanchyk.....	0
Swader.....	0

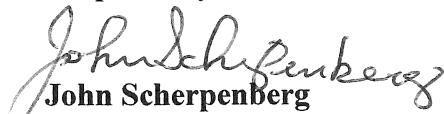
SICK TIME YEAR TO DATE.....TOTAL HOURS

Scherpenberg	0
Schmid	128
James	24
Evanchyk.....	80
Swader.....	0

MISCELLANEOUS WORK INCLUDES THE FOLLOWING:

Village Clean up from volunteers ref. honey suckle.
Village started painting curbs/parking stalls
Old town area , water trees planted last year
Murray @ Settle replace curb.
Pool ref. leak under the sink, Women shower not working.
Old Town, ref. sprinkler system repair
Tennis Court, ref wasp nest
Miami Rd. inspect 2 sink holes
Village mow and trim grass
Village back flow devices testing
3969 Miami clogged sewer.
Northside trees water weekly
Village start mulching
Village started street sweeping
Settle Rd repair storm lines damaged in water leak..
Village started making, painting repairing, replacing broken wooden street and entrance signs and post.
Village marked utilities for OUPS tickets.
Pool, continue repairing picnic tables
Village Pothole repair
Miami Hill cleaned out 5 drains.
Boathouse reset timer.
Village clean up brush from volunteers.
Pick up dead animals off roadway.
Village streetlight repair
Wooster Pike clean up island tips.
Boathouse, clean up area and gutter/drains
Village picked up bags/debris, limbs from volunteers.
Village, continue to clean 446 storm sewers/catch basins.
Village installed wooden street signs and post.
Fridays, Mt. Vernon, cleaned out head wall.
Monday and Friday's empty trash/recycling cans also extra picked up Wednesday Starbuck cans
Clarence Erickson shelter clean up.
John Nolen Pavilion clean out inside debris.

Respectfully,


John Scherpenberg
Superintendent



MARIEMONT TAX DEPARTMENT
MONTHLY REPORT
June 2023

Dear Council Members,

Tax collections totaled \$284,327.51 for the month of June.

Which is \$43,537.93 more than collected in 2022 and \$20,349.45 more than collected in 2021.

Through June, collections are \$443,814.89 over 2023 projection and \$287,000.41 more than 2022 actual.

Additional reports show receipt comparison for 2022/2023; the collections breakdown per account type/tax year for June 2023; the income tax receipt summary; and the 2023 income tax projection.

Respectfully submitted,

A handwritten signature in black ink that reads "Chuck Barlow". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Chuck Barlow
Tax Administrator

2023 Income Tax Projection

	3 year AVG	2023 Projected	2023 Actual	2023 actual vs 2023 projected Difference	2022 Actual	2023 actual vs 2022 actual Difference
Jan	9.44%	\$ 245,504.42	\$ 230,216.00	\$ (15,288.42)	\$ 233,792.19	\$ (3,576.19)
Feb	5.30%	\$ 137,771.97	\$ 144,828.68	\$ 7,056.71	\$ 155,033.41	\$ (10,204.73)
Mar	6.17%	\$ 160,359.79	\$ 238,187.87	\$ 77,828.08	\$ 160,751.97	\$ 77,435.90
Apr	13.60%	\$ 353,728.38	\$ 703,690.22	\$ 349,961.84	\$ 526,040.44	\$ 177,649.78
May	9.92%	\$ 257,990.17	\$ 219,468.64	\$ (38,521.53)	\$ 217,310.92	\$ 2,157.72
Jun	8.52%	\$ 221,549.30	\$ 284,327.51	\$ 62,778.21	\$ 240,789.58	\$ 43,537.93
Jul	9.86%	\$ 256,467.82			\$ 169,073.90	
Aug	6.31%	\$ 164,000.44			\$ 147,912.00	
Sep	8.92%	\$ 231,849.57			\$ 239,749.81	
Oct	8.29%	\$ 215,450.21			\$ 214,351.92	
Nov	5.94%	\$ 154,498.78			\$ 134,990.31	
Dec	7.72%	\$ 200,829.16			\$ 153,730.15	
	100.00%	\$ 2,600,000.00	\$ 1,820,718.92	\$ 443,814.89	\$ 2,593,526.60	\$ 287,000.41
				\$ (779,281.08)		\$ (772,807.68)
1st QTR		\$ 543,636.17	\$ 613,232.55	\$ 69,596.38	\$ 549,577.57	\$ 63,654.98
2nd QTR		\$ 833,267.86	\$ 1,207,486.37	\$ 374,218.51	\$ 984,140.94	\$ 223,345.43
3rd QTR		\$ 652,317.83	\$ -		\$ 556,735.71	
4th QTR		\$ 570,778.14	\$ -		\$ 503,072.38	
		\$ 2,600,000.00	\$ 1,820,718.92	\$ 443,814.89	\$ 2,593,526.60	\$ 287,000.41
			70.03%			
Gross Collections:		\$ 1,820,718.92				
Refunds:		\$ 70,218.54				
Net Collections:		\$ 1,750,500.38				

	2023		2023 Actual vs. Projected		YTD 2023	YTD 2022	YTD Difference
	YTD Projected	YTD Actual	YTD Difference	YTD Difference			
Jan	\$ 245,504.42	\$ 230,216.00	\$ (15,288.42)	\$ (3,576.19)	\$ 230,216.00	\$ 233,792.19	\$ (3,576.19)
Feb	\$ 383,276.38	\$ 375,044.68	\$ (8,231.70)	\$ (13,780.92)	\$ 375,044.68	\$ 388,825.60	\$ (13,780.92)
Mar	\$ 543,636.17	\$ 613,232.55	\$ 69,596.38	\$ 63,654.98	\$ 613,232.55	\$ 549,577.57	\$ 63,654.98
Apr	\$ 897,364.56	\$ 1,316,922.77	\$ 419,558.21	\$ 241,304.76	\$ 1,316,922.77	\$ 1,075,618.01	\$ 241,304.76
May	\$ 1,155,354.72	\$ 1,536,391.41	\$ 381,036.69	\$ 243,462.48	\$ 1,536,391.41	\$ 1,292,928.93	\$ 243,462.48
Jun	\$ 1,376,904.03	\$ 1,820,718.92	\$ 443,814.89	\$ 287,000.41	\$ 1,820,718.92	\$ 1,533,718.51	\$ 287,000.41
Jul	\$ 1,633,371.85	-	\$ -	\$ -	\$ -	-	\$ -
Aug	\$ 1,797,372.29	-	\$ -	\$ -	\$ -	-	\$ -
Sep	\$ 2,029,221.86	-	\$ -	\$ -	\$ -	-	\$ -
Oct	\$ 2,244,672.07	-	\$ -	\$ -	\$ -	-	\$ -
Nov	\$ 2,399,170.84	-	\$ -	\$ -	\$ -	-	\$ -
Dec	\$ 2,600,000.00	-	\$ -	\$ -	\$ -	-	\$ -

	2023 YTD	2022 Final	2021 Final
Percent to Total Individual	44.47%	35.74%	34.58%
Net Profit	9.65%	7.87%	10.38%
Withholding	45.88%	56.39%	55.03%

Selected date 6/30/2023

Month	2022		2022		2022		2023		2023		Difference	Percent
	Individual	Net-Profit	Withholding	Total	Individual	Net-Profit	Withholding	Total				
January	\$88,445.74	\$4,010.00	\$141,336.45	\$233,792.19	\$80,315.92	\$9,375.00	\$140,523.08	\$230,216.00	\$-3,576.19	-2		
February	\$11,519.61	\$1,451.73	\$142,062.07	\$155,033.41	\$7,464.76	\$728.25	\$136,635.67	\$144,828.68	\$-10,204.73	-7		
March	\$43,424.37	\$14,729.86	\$102,597.74	\$160,751.97	\$63,829.85	\$17,258.00	\$157,100.02	\$238,187.87	\$77,435.90	48		
1 - QTR	\$143,389.72	\$20,191.59	\$385,996.26	\$549,577.57	\$151,610.53	\$27,361.25	\$434,260.77	\$613,232.55	\$63,654.98	12		
YTD QTR - 1	\$143,389.72	\$20,191.59	\$385,996.26	\$549,577.57	\$151,610.53	\$27,361.25	\$434,260.77	\$613,232.55	\$63,654.98	12		
April	\$305,575.16	\$60,609.65	\$159,855.63	\$526,040.44	\$464,283.71	\$76,874.98	\$162,531.53	\$703,690.22	\$177,649.78	34		
May	\$93,275.35	\$8,902.00	\$115,133.57	\$217,310.92	\$93,795.87	\$10,080.00	\$115,592.77	\$219,468.64	\$2,157.72	1		
June	\$118,050.22	\$21,688.83	\$101,050.53	\$240,789.58	\$99,927.44	\$61,418.82	\$122,981.25	\$284,327.51	\$43,537.93	18		
2 - QTR	\$516,900.73	\$91,200.48	\$376,039.73	\$984,140.94	\$658,007.02	\$148,373.80	\$401,105.55	\$1,207,486.37	\$223,345.43	23		
YTD QTR - 2	\$660,290.45	\$111,392.07	\$762,035.99	\$1,533,718.51	\$809,617.55	\$175,735.05	\$835,366.32	\$1,820,718.92	\$287,000.41	19		

Total Refunds \$-43,454.29

Total Refunds \$-70,218.54

*** End Of Report ***

Selected date 6/30/2023

Deposit Date	Individual Deposits	Net-Profit Deposits	Total 1 & 2 Refunds/Adj	Total 1 & 2 Deposits	Withholding Refunds/Adj	Withholding Deposits	Total All Refunds/Adj	Total All Deposit	Percent Change
1/2023	\$80,315.92	\$9,375.00	\$-5,192.00	\$89,690.92	\$0.00	\$140,525.08	\$-5,192.00	\$230,216.00	-2
1/2022	\$88,445.74	\$4,010.00	\$0.00	\$92,455.74	\$0.00	\$141,336.45	\$0.00	\$233,792.19	
2/2023	\$7,464.76	\$728.25	\$-615.00	\$8,193.01	\$0.00	\$136,635.67	\$-615.00	\$144,828.68	-7
2/2022	\$11,519.61	\$1,451.73	\$0.00	\$12,971.34	\$0.00	\$142,062.07	\$0.00	\$155,033.41	
3/2023	\$63,829.85	\$17,258.00	\$-2,833.80	\$81,087.85	\$0.00	\$157,100.02	\$-2,833.80	\$238,187.87	48
3/2022	\$43,424.37	\$14,729.86	\$-4,343.40	\$58,154.23	\$0.00	\$102,597.74	\$-4,343.40	\$160,751.97	
4/2023	\$464,283.71	\$76,874.98	\$-23,532.56	\$541,158.69	\$0.00	\$162,531.53	\$-23,532.56	\$703,690.22	34
4/2022	\$305,575.16	\$60,609.65	\$-23,178.54	\$366,184.81	\$0.00	\$159,855.63	\$-23,178.54	\$526,040.44	
5/2023	\$93,795.87	\$10,080.00	\$-34,446.69	\$103,875.87	\$0.00	\$115,592.77	\$-34,446.69	\$219,468.64	1
5/2022	\$93,275.35	\$8,902.00	\$-14,551.21	\$102,177.35	\$0.00	\$115,133.57	\$-14,551.21	\$217,310.92	
6/2023	\$99,927.44	\$61,418.82	\$-3,598.49	\$161,346.26	\$0.00	\$122,981.25	\$-3,598.49	\$284,327.51	18
6/2022	\$118,050.22	\$21,688.83	\$-1,381.14	\$139,739.05	\$0.00	\$101,050.53	\$-1,381.14	\$240,789.58	
**2023	\$809,617.55	\$175,735.05	\$-70,218.54	\$985,352.60	\$0.00	\$835,366.32	\$-70,218.54	\$1,820,718.92	19
**2022	\$660,290.45	\$111,392.07	\$-43,454.29	\$771,682.52	\$0.00	\$762,035.99	\$-43,454.29	\$1,533,718.51	

*** End Of Report ***

Selected date 6/30/2023

Acct Type	Tax Year	Tax Total	Penalty 1 Total	Penalty 2 Total	Penalty 3 Total	Interest Total	Court Total	Deposit Total	Refund Total
INDIVIDUAL	2023	\$322,910.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$322,910.93	\$0.00
INDIVIDUAL	2022	\$479,549.78	\$425.00	\$187.00	\$88.13	\$75.50	\$0.00	\$480,325.41	\$-51,490.31
INDIVIDUAL	2021	\$3,608.67	\$300.00	\$63.09	\$0.00	\$27.69	\$0.00	\$3,999.45	\$-6,206.93
INDIVIDUAL	2020	\$1,219.89	\$150.00	\$22.06	\$0.00	\$39.81	\$0.00	\$1,431.76	\$-1,700.00
INDIVIDUAL	2019	\$650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650.00	\$0.00
INDIVIDUAL	2014	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00
* TOTAL		\$808,239.27	\$875.00	\$272.15	\$88.13	\$143.00	\$0.00	\$809,617.55	\$-59,397.24
NET-PROFIT	2023	\$85,138.41	\$0.00	\$0.00	\$0.00	\$0.00	\$-1,803.62	\$83,334.79	\$0.00
NET-PROFIT	2022	\$86,544.59	\$0.00	\$0.00	\$44.48	\$0.00	\$0.00	\$86,589.07	\$-7,573.30
NET-PROFIT	2021	\$5,923.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,923.19	\$-3,248.00
NET-PROFIT	2020	\$-112.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-112.00	\$0.00
* TOTAL		\$177,494.19	\$0.00	\$0.00	\$44.48	\$0.00	\$-1,803.62	\$175,735.05	\$-10,821.30
WITHHOLDING	2023	\$661,434.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$661,434.63	\$0.00
WITHHOLDING	2022	\$170,597.41	\$0.00	\$207.40	\$0.00	\$9.58	\$0.00	\$170,814.39	\$0.00
WITHHOLDING	2021	\$2,389.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,389.57	\$0.00
WITHHOLDING	2020	\$173.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$173.53	\$0.00
WITHHOLDING	2019	\$450.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.07	\$0.00
WITHHOLDING	2018	\$104.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$104.13	\$0.00
* TOTAL		\$835,149.34	\$0.00	\$207.40	\$0.00	\$9.58	\$0.00	\$835,366.32	\$0.00
ALL	2023	\$1,069,483.97	\$0.00	\$0.00	\$0.00	\$0.00	\$-1,803.62	\$1,067,680.35	\$0.00
ALL	2022	\$736,691.78	\$425.00	\$394.40	\$132.61	\$85.08	\$0.00	\$737,728.87	\$-59,063.61
ALL	2021	\$11,921.43	\$300.00	\$63.09	\$0.00	\$27.69	\$0.00	\$12,312.21	\$-9,454.93
ALL	2020	\$1,281.42	\$150.00	\$22.06	\$0.00	\$39.81	\$0.00	\$1,493.29	\$-1,700.00
ALL	2019	\$1,100.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100.07	\$0.00
ALL	2018	\$104.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$104.13	\$0.00
ALL	2014	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00
* TOTAL		\$1,820,882.80	\$875.00	\$479.55	\$132.61	\$152.58	\$-1,803.62	\$1,820,718.92	\$-70,218.54

*** End Of Report ***

Closed Batch Number(s) EREF230414, 8366, 8367, 8368, 8371, 8372, 8373, 8374, 8375, 8376, 8377, 8378, 8379, 8380, 8381, 8382, 8383, 8384, 8385, 8386, 8387, 8388, 8389, 8390, 8391 Deposit Date Range: 06/01/2023 To 06/30/2023. Report type: Detail Report. Sort Selection by Account Number.

Transaction	Count	Charge Amt	Credit Amt	Count	Charge Amt	Credit Amt	Count	Charge Amt	Credit Amt	Count	Charge Amt	Credit Amt
AMENDED ESTIMATE	3	\$9,375.00	\$0.00	1	\$280.00	\$70.00	0	\$0.00	\$0.00	4	\$9,655.00	\$70.00
AMENDED FINAL	5	\$7,267.34	\$0.00	1	\$280.00	\$0.00	0	\$0.00	\$0.00	6	\$7,547.34	\$0.00
BALANCE DUE	34	\$0.00	\$-3,444.89	26	\$0.00	\$4,199.91	0	\$0.00	\$0.00	60	\$0.00	\$755.02
BATCH NOTE	0	\$0.00	\$0.00	1	\$0.00	\$0.00	11	\$0.00	\$0.00	12	\$0.00	\$0.00
COURT COST	0	\$0.00	\$0.00	1	\$-473.34	\$-473.34	0	\$0.00	\$0.00	1	\$-473.34	\$-473.34
CHARGE-OFF FINAL RET	2	\$-751.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	2	\$-751.00	\$0.00
DECLARATION OF	25	\$33,314.93	\$12,606.12	2	\$1,675.00	\$300.00	0	\$0.00	\$0.00	27	\$34,989.93	\$12,906.12
EXTENSION	4	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	4	\$0.00	\$0.00
FINAL RETURN	64	\$34,924.45	\$2,898.63	9	\$1,676.70	\$176.50	0	\$0.00	\$0.00	73	\$36,601.15	\$3,075.13
INTEREST	2	\$2.12	\$2.12	0	\$0.00	\$0.00	0	\$0.00	\$0.00	2	\$2.12	\$2.12
OVERPAY FORWARD	16	\$0.00	\$0.00	6	\$0.00	\$0.00	0	\$0.00	\$0.00	22	\$0.00	\$0.00
OVERPAY REFUND	9	\$0.00	\$-3,368.49	1	\$0.00	\$-230.00	0	\$0.00	\$0.00	10	\$0.00	\$-3,598.49
LATE FILE PENALTY	2	\$50.00	\$100.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	2	\$50.00	\$100.00
QUARTERLY PAYMENT	166	\$0.00	\$87,765.46	15	\$0.00	\$57,145.75	0	\$0.00	\$0.00	181	\$0.00	\$144,911.21
RECONCILIATION	0	\$0.00	\$0.00	0	\$0.00	\$0.00	323	\$0.00	\$0.00	323	\$0.00	\$0.00
WITHHOLDING	0	\$0.00	\$0.00	0	\$0.00	\$0.00	715	\$122,981.25	\$122,981.25	715	\$122,981.25	\$122,981.25
Total:	332	\$84,182.84	\$96,558.95	63	\$3,438.36	\$61,188.82	1049	\$122,981.25	\$122,981.25	1444	\$210,602.45	\$280,729.02
** Total:	332	\$84,182.84	\$96,558.95	63	\$3,438.36	\$61,188.82	1049	\$122,981.25	\$122,981.25	1444	\$210,602.45	\$280,729.02
Payments		550		494			1			10		55
Amount		\$284,327.51	\$0.00	\$271,790.26		\$50.00	\$0.00			\$-3,598.49		\$12,487.25

*** End Of Report ***

Building Department Report to Village Council covering the month of June 2023

The building department issued 33 permits this month. These are summarized here along with the fees. They are listed individually at the end of the report.

1 Commercial building permit	\$ 280
1 Commercial zoning permit	\$ 25
19 Residential building permits	\$ 2524
2 Utility permit	\$ 0
10 Residential zoning permits	\$ 378
0 Rental inspection permit	\$ 0
TOTAL	\$ 3207

For the month of June a total of 72 hrs were billed in addition to the volunteer hours of Bob Van Stone (approximately 15 hrs all dedicated to admin). That time was spent on the following activities, allocated as follows:

ARB Meeting/Prep	5 hours	7%
Planning Commission Mtg/Prep	2 hours	3%
Permitting (building, zoning, rental, zoning)	18 hours	25%
Bldg Dept Questions	14 hours	19%
Compliance - Violations	18 hours	25%
Special Projects	5 hours	7%
Admin (organization, ordinances, XPEX)	10 hours	14%

June was an average revenue month for building fees excluding Enclave of Mariemont effect (will hit in July report). Rental inspections continue to trend downward, zero done in June, 2 completed in July to date. Building permits for the first two townhome buildings (units 7/8/9 and 17/18/19) ready to issue. Working on several updates to zoning codes based on recent Rules & Law committee meeting. Supporting a few special projects in the village including Statuary Park Improvements.

Respectfully submitted,
 Rod Holloway
 Building Department

JUNE 2023 BUILDING DEPARTMENT PERMIT SUMMARY

Permit #	Permit Date	Zoning	B/Z/U/R	Parcel Address	Owner Name	Applicant Name	Permit Type	Total Fees	Totals
Commercial Building Permits		1							
2023132	6/6/2023	IND-A	B	5601 WOOSTER PIKE	5601 WOOSTER PIKE LLC	Malloy Roofing	Roof Commercial	280	280
Commercial Zoning Permits		1							
2023137	6/7/2023	BUS-A	Z	6880 WOOSTER PK	SPINNEWEBER BLDG INC	Kassey Hiltz	Sign	25	25
Residential Building Permits		19							
2023122	6/1/2023	RES-A	B	3609 FLINTPOINT WY	HOENIG LAUREN T	Apollo Home	HVAC Replacement	98	98
2023123	6/1/2023	RES-A	B	6821 HAMMERSTONE WY	MCCRARY JOSEPH KERNAN & AUBREY DOVE	Apollo Home	HVAC Replacement	150	150
2023125	6/1/2023	RES-A	B	9 ALBERT PL	PATEL DARSHAN & CAROLINE CREW	STC Mechanical LLC	HVAC Replacement	95	95
2023126	6/2/2023	RES-A	B	7003 ROWAN HILL DR	BAUER GARRICK	Window World	Replacement - Windows	95	95
2023133	6/7/2023	RES-A	B	6507 MARIEMONT AVE	MULVANY PAUL & LISA	Jason Martin Remodeling LLC	Replacement - Siding	135	135
2023134	6/7/2023	RES-A	B	4008 LYTLE WOODS PL	VAN SCOY KRISTIN S TR	Frisby Construction	Roof Res - Roof OR Gutters & Downspou	57	57
2023138	6/8/2023	RES-B	B	3812 EAST ST	LACKNEY LYNDESE TR	Window World	Replacement - Windows	95	95
2023140	6/8/2023	RES-B	B	3731 E CENTER AVE	TRISTATE PROPERTIES OXFORD HOUSE LLC	Deer Park Roofing	Roof Res - Roof OR Gutters & Downspou	55	55
2023141	6/12/2023	RES-A	B	3716 CENTER ST	SHELLEY STUART J & LISA S	Meyer Brothers and Sons	Alterations - Res.	380	380
2023142	6/14/2023	RES-A	B	6610 PLEASANT ST	SITLER AMY L & LOUIS H	Better Choice HVAC	HVAC Replacement	98	98
2023144	6/15/2023	RES-A	B	3702 PETOSKEY AVE	MARTIN TIMOTHY B	Window World - Cesar Villanueva	HVAC Replacement	145	145
2023145	6/21/2023	RES-A	B	6938 MIAMI BLUFF DR	LANE TRAVIS W & MEREDITH E	Window World	Replacement - Windows	95	95
2023146	6/26/2023	RES-A	B	3929 PETOSKEY AVE	RUGGLES ELIZABETH A	Carden Door Company	Alterations - Res.	95	95
2023147	6/26/2023	RES-A	B	3611 MOUND WY	ROBERT W & LINDA S BARTLETT	Andrew Cosgrove	Replacement - Windows	330	330
2023148	6/27/2023	RC-AS	B	3929 BEECH ST	3929 BEECH STREET LLC	Primo Exterior	Roof Res - Roof OR Gutters & Downspou	57	57
2023149	6/27/2023	RES-A	B	6986 MURRAY AVE	GILCHRIST SARAH E & GAVIN D	Bryant Heating and Cooling	HVAC - Res	145	145
2023150	6/27/2023	RES-A	B	6804 HAMMERSTONE WY	PAINTER JACQUELINE & DAVID HAMM	Schneller Knockelmann	HVAC Replacement	150	150
2023151	6/28/2023	RES-D	B	3900 WEST ST	WILLIAMS DAVID D & DOROTHY J	Zimmer Heating & Cooling	HVAC Replacement	98	98
2023152	6/28/2023	RES-D	B	3900 WEST ST	STUHLREYER MARK S & JOAN M	Zimmer Heating & Cooling	HVAC Replacement	150	150
Utility Permits		2							
2023157	6/30/2023	RA-AS	U	6612 CHESTNUT ST	MARIEMONT TOWNHOMES II LLC	Cincinnati Bell Telephone	Utility - Com Upgrade	0	0
2023158	6/30/2023	RES-C	U	3947 BEECH ST	FAIRWAY MANAGEMENT LLC	Cincinnati Bell Telephone	Utility - Com Upgrade	0	0
Residential Zoning Permits		10							
2023124	6/1/2023	RES-A	Z	6982 GRACE AVE	PHIFER CAROLE M	Carole Phifer	Pod / Tent	25	25
2023127	6/2/2023	RES-A	Z	3736 INDIANVIEW AVE	MCMUTT KENNETH JR & ABBEY	Green Tree Care LLC	Tree Removal	0	0
2023128	6/2/2023	RES-A	Z	6997 ROWAN HILL DR	MCGILLIVRAY ROBERT J & JEAN K	Robert McGillivray	Driveway	80	80
2023129	6/2/2023	RES-C	Z	3801 MIAMI RUN	MIAMI RUN JV LLC	Justin Doyle Homes - Michael Hein	Sign	0	0
2023130	6/5/2023	RES-A	Z	6975 CAMBRIDGE AVE	MILLER CHARLENE C	Ace Handyman Services	Fencing	0	0
2023135	6/7/2023	RES-A	Z	6595 WOOSTER PK	EBELHAR WILLIAM R & JENNIFER J	Cincinnati Bell Telephone	Utility - Com Upgrade	0	0
2023139	6/8/2023	RES-A	Z	6 ALBERT PL	TULLY CLAIRE	Baer's Paving	Driveway	83	83
2023143	6/15/2023	RES-A	Z	3821 INDIANVIEW AVE	NIEHAUSER RYAN JOSEPH & KELSEY LEIGH DOM	EADS Fence	Fencing	95	95
2023155	6/29/2023	RES-A	Z	3706 PETOSKEY AVE	DENIO KELLY MARIE & STEPHEN JAMES	EADS Fence	Fencing	95	95
2023156	6/30/2023	RC-AS	Z	3912 Plainville rd	Village of Mariemont	JK Meurer	Parking Lot	0	378
Rental Inspection Certificates		0							
								Totals	3207

Joanee Van Pelt

From: Ed McTigue <ejmctigue@cincilaw.net>
Sent: Monday, July 3, 2023 1:08 PM
To: robin.sinclair@auditor.hamilton-co-org; christa.criddle@boe.hamiltoncountyohio.gov
Cc: Dave Stevenson; Joanee Van Pelt
Subject: Village of Mariemont Tax Renewal
Attachments: Renewal 3.08 mill General Operating Levy 2023.doc; County Auditor Certify 3.08 mill General Operation 2023.doc; Copy of Tax levy sheet 2022.xls; CERTIFICATION.pdf

Robin and Christa,

First of all, thank you both so very much for taking the time to walk me through these tax renewal levies. Typically, our fiscal officer has been doing that, but he resigned rather abruptly in May. This is somewhat new territory for me.

In any event, I think I now understand how this needs to work. Dave Stevenson sent me the Code, and it was very helpful to me. I am forwarding the following for Village Council to pass on next Monday evening:

1. Resolution declaring the necessity of levying a tax in excess of the 10-mill limitation for current expenses and requesting the county auditor to certify matters in connection therewith.
2. Copy of the Certificate previously received from Brigid Kelly, Auditor for Hamilton County, Ohio. You had mentioned to me that we do not need a new Certification. However, please note that the date on this Certification would be referencing the incorrect resolution number and the date it was submitted. The auditor may want to change this.
3. Resolution for the renewal of 3.08-mill tax levy in excess of 10-mill limitation for general operating expenses for the tax years of 2023, 2024, 2025, 2026, and 2027. I believe that once these are passed on Monday evening, and our administrative assistant forwards a copy to you, that should be all that we need. However, if there is anything at all else you would need, please let me know as soon as possible. Obviously, it is very important to the Village that this levy be placed on the August 9 ballot.

Again, thank you both so very much for all of your courtesy and consideration.

Edward J. McTigue

Attorney at Law

810 Sycamore Street

Sixth Floor

Cincinnati, Ohio 45202

Telephone: 513-338-5611

Facsimile: 513-241-1572

Email: ejmctigue@cincilaw.net



SPENDING REQUEST FORM

Approval from Council Required

COUNCIL MEETING DATE: July 10, 2023

This form, submitted with any relevant bids or quotes, must be completed and approved by Council for non-emergency spending over \$5000. List any vendors, when possible, in the purchase description. Upon approval by Council, the account number to be charged must be filled in for the request to be considered complete. The approved/completed Spending Request Form shall be submitted to the Administrative Assistant.

Requisitioned By:

Bill Brown Admin
Name Department

William A. Brown
William A. Brown, Mayor

Kelly I. Rankin
Kelly I. Rankin, Interim Fiscal Officer

PURCHASE DESCRIPTION:

Paint/repair & install clock in front of
National Exemplar. \$ 17,544.00
National Exemplar to reimburse

VENDOR: The Verdin Company

Kelly -
Acct. # ?

ACCOUNT #: _____

AMOUNT NOT TO EXCEED \$ _____

APPROVED BY COUNCIL

For Administrative Assistant use only. Approved copies distributed to:
____ Department Head ____ Fiscal Officer ____ Mayor ____ Members of Council
____ P/T Administrator ____ Copy for Purchase Order and File Original in "Spending Requests" File

VOUCHERS FOR THE REGULAR COUNCIL MEETING, JULY 10, 2023

DEPARTMENT	VENDOR	DESCRIPTION	COST
Admin	PNC Bank	Bank Fees June 2023	203.85
Admin	Staples	Paper & Ink	133.24
Admin	William Brown	Mayor's Car Allowance July 2023	41.66
All	intrustIT	MS Office 365 Monthly Charges July 2023	528.35
All	Jefferson Health Plan	Health Care Insurance Premium July 2023	25,405.88
All	OPERS	Village Obligation for June 2023	18,304.37
All	Reliance Standard	Life Insurance Premium July 2023	48.80
All	Village Payroll	Medi \$3562.96, SS \$3840.72, and Gross Payroll \$124621.36 for Periods Ending 6/24/2023 and 6/30/2023	132,025.04
Building	Board of Building Standards	Permit Assessment Fees May 2023	42.85
Building	Rod Holloway	Zoning Officer for Period Ending 6/24/2023	440.00
Building	XPEX	Plan Reviews & Inspections May 2023	4,027.50
EMS	American Welding & Gas	Medical Oxygen Tanks/Refills	99.72
Fire	Consolidated Fleet Services	Ladder Inspections	1,179.95
Fire	Sam's Club	Consumables	19.26
Fire & EMS	Wex Bank	Fuel for Village Vehicles June 2023	942.90
Fire/EMS	Board of County Commissioners	Dispatch Fees July 2023	579.00
Legislative	PNC Bank	Credit Card Monthly Charges (Paypal Fees)	28.65
Mayor's Court	Rick Gibson	Magistrate Services for June 2023	1,000.00
Miscellaneous	Choice One	Re-Issue for Conceptual Layout (Eligible for ODNR Reimbursement)	1,837.50
Miscellaneous	Duke Energy	Gas & Electric Monthly Charges	1,400.64
Miscellaneous	Ed McTigue	Solicitor Fees June 2023	2,640.00
Miscellaneous	Gabriel Gilliland	Musician for Farmers Market	200.00
Miscellaneous	Greater Cincinnati Water Works	Water & Sewer Service Monthly Charges	5,073.87
Miscellaneous	PNC Bank	Credit Card Monthly Charges (Online Storage, FD Computer, Pool Freezer, Pool Swim Meet Software, K9 Supplies)	2,062.72
Municipal	Affordable Pest Control	Pest Control Monthly Charges (May and June 2023)	156.00
Municipal	Bramble Mower	Parts for the Mower	227.95
Municipal	Bramble Mower	Mower Parts	59.94
Municipal	Hamilton County Public Health	Backflow Devices Inspections	50.00
Municipal	Schindler Elevator Corporation	Warranty Agreement July 2023	94.69
Police	Amazon Capital Services	Rubber Stamp	15.46
Police	Board of County Commissioners	Dispatch Fees July 2023	1,214.00
Police	CBTS	Wireless Access Point for PD Cameras	60.36
Police	Fred Romano	Meal & Mileage Reimbursement for SRO Conference	310.20
Police	Ohio Police & Fire Pension Fund	Village Obligation for June 2023	27,910.79
Police	Sam's Club	Consumables	19.26
Police	Tire Discounters	Car Battery and Oil Change x2	326.30
Police	TransUnion	Data Subscription June 2023	75.00
Police	Vance Outdoors	Smith and Wesson	495.40
Police	Wex Bank	Fuel for Village Vehicles June 2023	1,555.68
Pool	Coca-Cola Consolidated	Drinks for the Concession Stand	390.50
Pool	Flow-Rite Plumbing	Testing of Backflow Devices	859.00
Pool	Gold Medal	Concessions	4,317.63
Pool	Hillside Maint. Supply	Janitorial Supplies	69.09
Pool	Leslie's Pool Supplies	Misc. Supplies	141.00
Pool	Miami Products	Chemicals for the Pool	1,180.40
Pool	Morgan Schenkel	Swim Coach Agreement Payment 2 of 2	1,400.00
Pool	Sam's Club	Misc. Supplies	36.09
Service	ABCO Safety	Uniform Items	802.50
Service	Altafiber	Phone Service Monthly Charges	49.83
Service	Board of County Commissioners	Radio Service x5 July 2023	130.00
Service	Bramble Mower	Mower Parts	64.98
Service	Davey Tree	Tree Removal x2 Sheldon Close	3,960.00
Service	Flow-Rite Plumbing	Testing of Backflow Devices	1,122.00
Service	Milford Winnelson Company	Parts to Repair Water Main Break on Settle Rd	170.81
Service	Staples	Printer Ink	172.36
Service	Wex Bank	Fuel for Village Vehicles June 2023	1,209.74
Tax	Income Tax Refunds	Overpayment of Income Taxes	3,598.49
TOTAL			250,511.20

VILLAGE OF MARIEMONT
BIWEEKLY PAYROLL ENDING JUNE 24, 2023 & JUNE 30, 2023

Police Department

Richard D. Hines, Regular	4608.80	Rick Hines, Holiday	460.88
Paul Rennie, Vacation	1531.80	Matt Kurtz, Overtime	255.30
Dave Roberts, Regular	2762.50	Dave Roberts, Sick	487.50
Tom Ostendarp, Vacation	591.60	Dave Roberts, Holiday	325.00
Matt Kurtz, Vacation	425.50	Paul Rennie, Holiday	340.40
Nick Pittsley, Holiday	394.40	Dan Lyons, Sick	2478.60
Dan Lyons, Vacation	82.62	Dan Lyons, Comp	41.31
Dan Lyons, Holiday	330.48	Rachel Hays, Holiday	340.00
Paul Rennie, Regular	1872.20	Fred Romano SRO, Regular	1954.40
Fred Romano, Holiday	195.44	Fred Romano, Overtime	907.50
Matt Kurtz, Regular	2978.50	Steve Watt, Regular	3106.15
Adam Geraci, Overtime	765.90	Adam Geraci, Regular	2382.80
Adam Geraci, Holiday	340.40	Adam Geraci, Vacation	1021.20
Steve Watt, Overtime	319.13	Tom Ostendarp, Regular	3352.40
Steve Watt, Comp	297.85	Steve Watt, Holiday	340.40
Nick Pittsley, Regular	3920.00	Dave Bailey, Overtime	550.00
Rachel Hays, Overtime	573.75	Rachel Hays, Regular	3400.00
Dan Lyons, Severance Pay	6609.60	Matt Kurtz, Holiday	340.40
Dan Lyons, Holiday Leave	330.48	Tom Ostendarp, Holiday	394.40
Vikki Hill, Regular	2025.00	Vikki Hill, Holiday	225.00
		Department Total	54432.73

Paramedics/Fire

Jim Henderson, Supervisor Pay	196.32	Keary Henkener, PT, Regular	242.64
Tim Peaker, Supervisor Pay	563.04	Scott Ray, PT, Regular	485.28
Hunter Morgan, PT, Regular	242.64	Donald Scarpiniski, PT, Regular	1091.88
Bryan Schmidlapp, PT, Regular	242.64	Johnny Stewart, PT, Regular	970.56
Joe Lowry, PT, Regular	242.64	Eric Freeland, PT, Regular	485.28
Tim Linz, PT, Regular	582.75	Thomas Campbell, PT, Regular	716.16
Evan Dunkelman, Supervisor Pay	563.04	Aidan Plogman, PT, Regular	895.20
Jason Williams, Overtime	515.34	Ethan Ramos, PT, Regular	378.00
Mike Washington, Jr., Supervisor Pay	1407.60	Eric Freeland, Holiday	727.92
Pat Dixon, PT, Regular	727.92	Brandon Manor, Supervisor Pay	563.04
Ryan Brown, PT, Regular	727.92	Jordan Cochrane, Overtime	454.95
Brandon Manor, PT, Regular	970.56	Dan Copeland, Assistant Fire Chief	2884.62
Matt Clark, Supervisor Pay	563.04	Robert Mercer, PT, Regular	1011.00
Chris Miller, PT, Regular	1395.18	Josh Watren, Supervisor Pay	563.04
Josh Watren, Holiday	844.56	Brayden Youm, PT, Regular	1233.42
David Huckleby, PT, Regular	950.34	Rick Hines, Regular	480.61
Jeremy Burns, PT, Regular	233.28	Jason Williams, Supervisor Pay	2822.10
Nick Guilkey, Holiday	1325.16	Nick Guilkey, Supervisor Pay	883.44
Bryan Young, PT, Regular	727.92	Taylor Niemann, PT, Regular	242.64
Jack Berkowitz, PT, Regular	485.28	Department Total	29890.33

Swim Pool

Grace Asbury PT, Regular	164.13	Louie Barber, PT, Regular	213.75
Cricket Collister, PT, Regular	726.58	Chalrie Collister, PT, Regular	519.75
Sophia DeCamp, PT, Regular	236.25	Ava Ellis, PT, Regular	267.65
Dominic Ellis, PT, Regular	614.25	Oliver Ellis, PT, Regular	30.38
Hugo Ellis, PT, Regular	54.00	Henry Ellis, PT, Regular	57.00
Lizzy Feeney, PT, Regular	711.00	Ben Fahenstock, PT, Regular	741.00
Emma Fisher, PT, Regular	121.20	Tucker Frye, PT, Regular	486.00
Becca Hlad, PT, Regular	442.50	Ben Hojnoski, PT, Regular	492.75

Ella Holloway, PT, Regular	28.50	Addison Hoover, PT, Regular	262.60
Isabelle Iwanicki, PT, Regular	445.50	Finn Marquez, PT, Regular	327.38
Cooper Matarese, PT, Regular	334.13	Riley McKinney, PT, Regular	434.63
Liliana Merino, PT, Regular	509.53	Colin Mikesell, PT, Regular	168.75
Avery Minyard, PT, Regular	572.68	Maddox Moon, PT, Regular	493.68
Breckin Oliveria, PT, Regular	364.50	Joseph Pettifer, PT, Regular	479.25
William Pettifer, PT, Regular	347.13	Anayah Ramirez, PT, Regular	199.50
Ryan Sullivam, PT, Regular	295.20	Maeve Sweeney, PT, Regular	116.15
Soren Ulrich, PT, Regular	339.63	Beckett Wendler, PT, Regular	113.63
John Widecan, PT, Regular	113.63	Department Total	13122.06
<u>Maintenance Department</u>			
John M. Scherpenberg, Regular	2664.96	John Scherpenberg, Vacation	666.24
John Scherpenberg, Holiday	333.12	Jeremy Swader, Holiday	224.40
Mike Evenchyk, vacation	1206.80	Kevin Schmid, Regular	1782.48
Kevin Schmid, Vacation	509.28	Kevin Schmid, Holiday	254.64
Ben James, Regular	1206.80	Ben James, Vacation	965.44
Mike Evanchyk, Regular	965.44	Ben James, Holiday	241.36
Jeremy Swader, Regular	2019.60	Mike Evanchyk, Holiday	241.36
		Department Total	13282.22
<u>Tax</u>			
Chuck Barlow, Regular	2333.50	Chuck Barlow, Admin.	769.23
Chuck Barlow, Holiday	269.25	Chuck Barlow, Sick	89.75
Patty Lenhardt, PT Regular	820.00	Department Total	4281.73
<u>Administrative</u>			
Joanee B. Van Pelt, Regular	2838.75	Allison Uhrig, Regular	1918.50
Joanee Van Pelt, Council	125.00	Department Total	4882.25
<u>Miscellaneous</u>			
Chris Ertel	1601.85	Eli Wendler, IT (Various)	1961.52
Randy York	83.34	Mike Lockhart	1250.00
Bill Brown	666.63	Susan Brownknight	83.34
Rob Bartlett	83.34	Leah Geldbaugh	83.34
Marcy Lewis	83.34	Kelly Rankin	83.34
		TOTAL	124621.36

TO: Council, Village of Mariemont
FROM: Public Works & Services Committee
DATE: July 6th, 2023
SUBJECT: Energy Alliance recommendation

.....
The Public Works & Service Committee met on July 5th at 2:00 PM.

In attendance were the Committee Chairperson Kelly Rankin, Committee Member Rob Bartlett and Committee Member Randy York, and Mayor Brown.

Topic for discussion was to determine whether to proceed with entering into an energy aggregation program by Energy Alliances for Village residents.

As a reminder, Energy Alliances is an independent energy broker and consulting firm that provides comprehensive energy procurement for businesses and communities. This program would be an aggregation for Village residents.

There are both electric and gas aggregation programs. This requires a vote of Council to put it on the ballot for residents to vote on whether to participate in the program as a group. The consultant for EA will hold public meetings to provide more information on the program to residents after the election should the ballot pass.

Energy Alliance had attended the May 22nd Council meeting with a presentation of their program. Their presentation is attached.

The Committee recommends placing both the electric and gas aggregation programs on the ballot. Legislation will need to be passed on an emergency in order to submit to the BOE by the August 9th deadline.

Respectfully submitted,

Kelly Rankin
Chairman

Rob Bartlett
Member

Randy York
Member

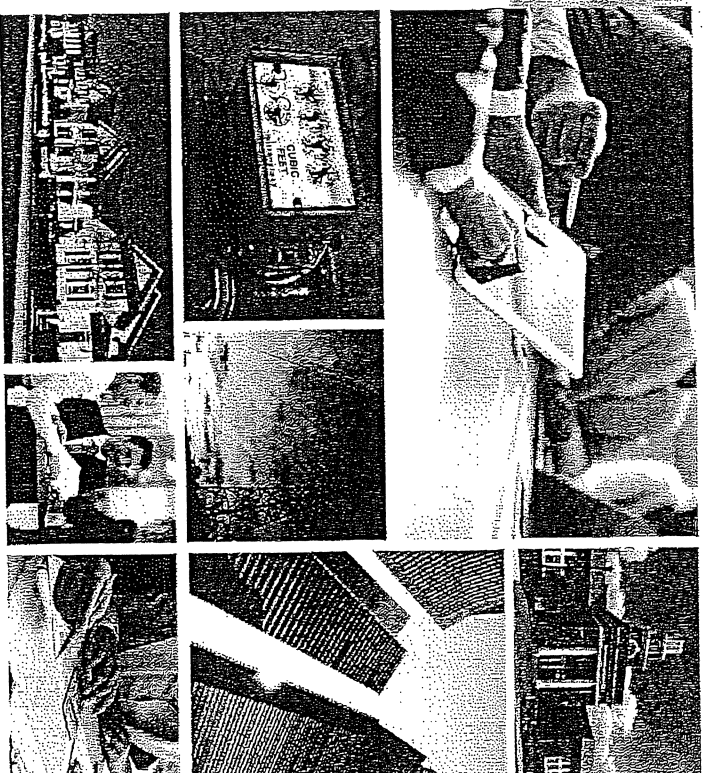
ENERGY ALLIANCES

OHIO'S MOST TRUSTED
ENERGY ADVISER.

Village of Mariemont

Energy Aggregation

May 22, 2023



Village of Mariemont- Neighboring Partners



THE CITY OF
NORWOOD
THE GEM OF THE HIGHLANDS



Energy Alliances Communities

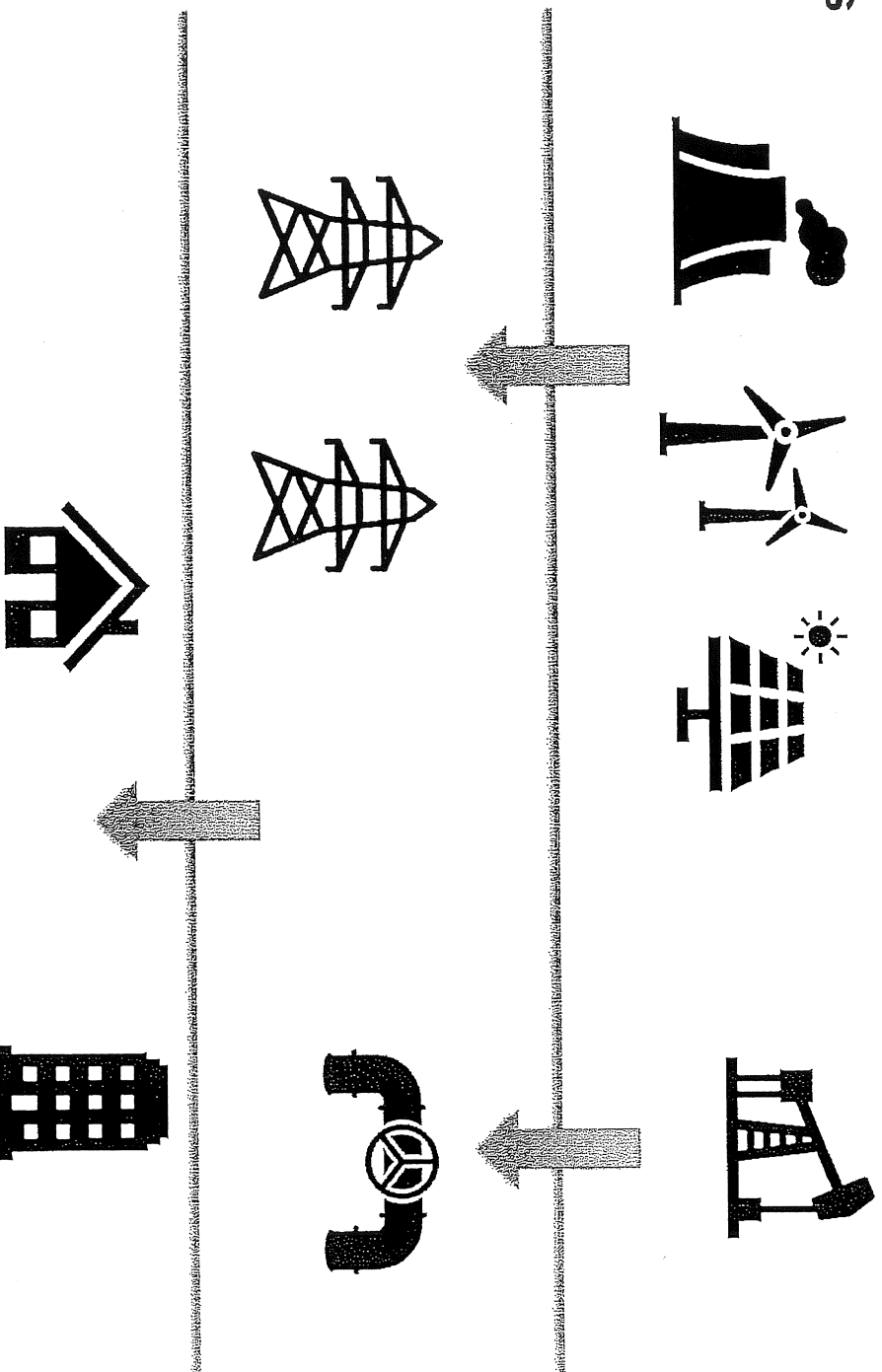


Retail Energy Overview

Generators / Suppliers
or
Producers
Generate / Produce Energy

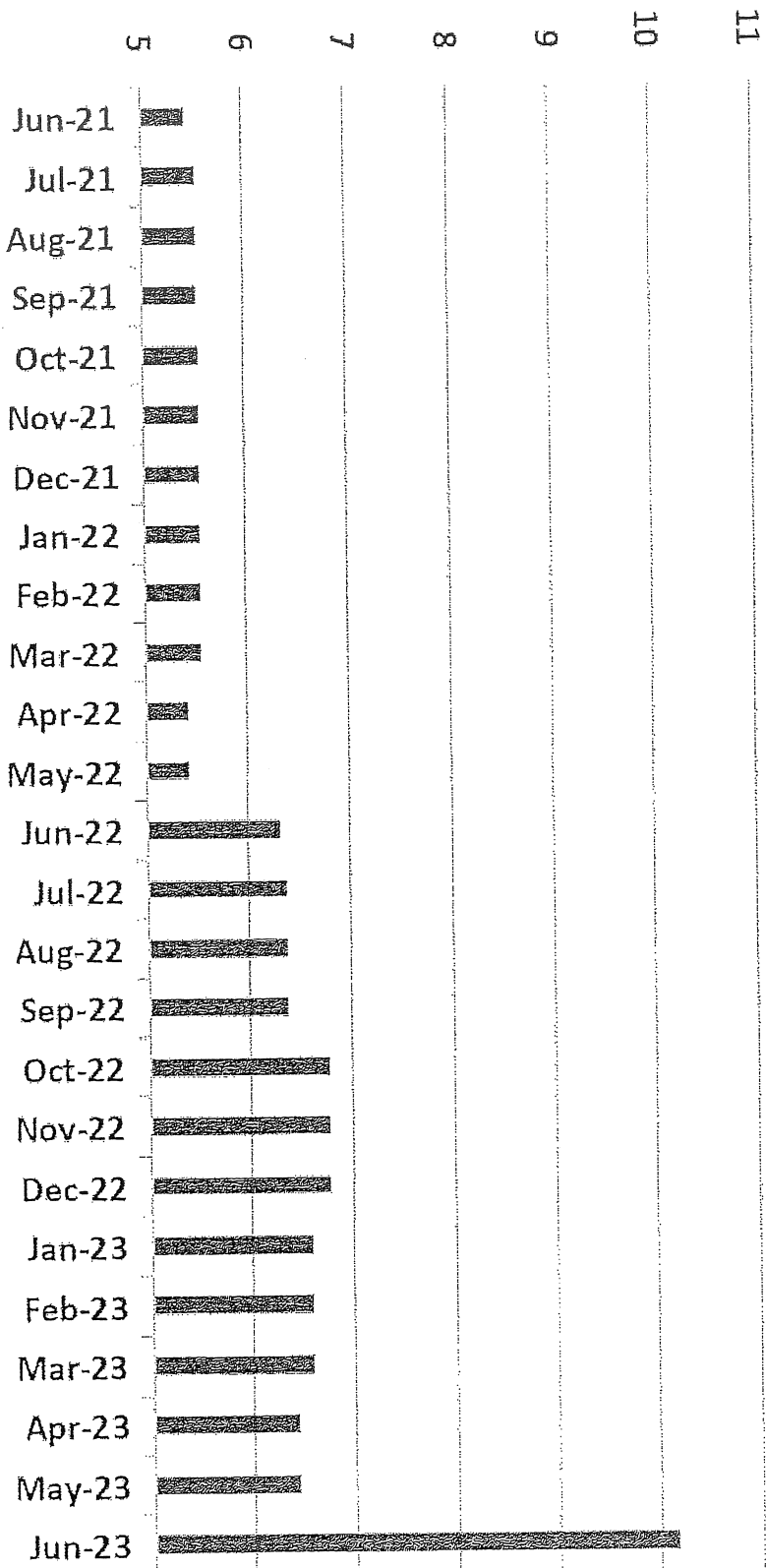
Local Utility
Distribute Energy

End Users
Consume Energy



Duke Energy Ohio "Price to Compare"

Duke Energy Ohio - Residential
"Price to Compare" - ¢ per kWh



Aggregation Overview

- **What is a Municipal Aggregation Program?**

A Municipal Aggregation allows communities to form a buying group on behalf of their citizens with the intent that a larger buying group may acquire better pricing and more favorable terms and conditions for the citizens than if they shop on their own.

- **Who Governs a Municipal Aggregation Program?**

The Public Utilities Commission of Ohio (PUCO) has developed strict guidelines for forming and running a Municipal Aggregation Program.

- **Who Can Create a Municipal Aggregation Program?**

Townships, Villages, Cities and Counties.

- **Over 400 Electric and 250 Natural Gas Certified Aggregators**



What Changes, Or Does Not Change?

- Duke Energy will continue to deliver electricity and natural gas
 - Manage Power / Natural Gas Outages
 - Handle Billing Questions
- Residents will continue to receive one bill from Duke with only one section of the bill changing to reflect the new supplier charges.
- Budget billing still available through Duke Energy

Who is NOT Eligible?

These Residents would NOT receive an opt-out letter...

- Those currently with another alternate supplier
- Those enrolled in the Percentage of Income Payment Plan (PIPP)
- Those that have previously opted out of the program

Energy Aggregation IS...

- Value add to Residents
- Simplifies Choice
 - 80%+ of electric accounts in community on Duke default rate
- Option for residents to choose
- Price certainty vs. utility rates on fixed priced programs

Energy Aggregation IS NOT...

- Mandatory
 - Residents can opt out of program at no cost
- Always best option for all residents
 - Residents should understand price and terms and conditions
- Always better than future market offers
 - Should be very competitive at start of program

Aggregations: Beyond Price...

- Aggregation is about the entire value of the program
 - Gives residents a simpler energy solution including...
 - Price
 - Terms and Conditions
 - No Termination Fees
 - Enter or Leave the Program at anytime at no cost
 - Ability to provide additional Renewable Energy
- As market conditions and utility rates are always changing, aggregation brings price protection and stability to the residents

Why Energy Alliances?

Energy Alliances is a full-service consultant. Below are some of the services you will receive...

- Customer Service via Phone, Email and Chat!
- Ballot Issue Awareness
- Drafting/Submitting PUCO certification materials
- Administer RFP process for receiving aggregation bids
- Work with suppliers on..
 - Opt-Out materials
 - Reporting (i.e. enrollments / drops, customer inquiries)
 - Customer service related issues
- Quarterly Performance Reports

Sample Performance Report

Electric Aggregation Performance Report Summary

Fairfield Township (Butler Co), Ohio



Bill Month	Number of Accounts	Total Volume (kWh)	Aggregation Price (\$/kWh)	Average "Retailer" Price (\$/kWh)	Total Aggregation Cost (\$)	Total Utility Cost (\$)	Total Performance (\$)	Total Performance (%)	Avg. Performance Per Account (\$)	% of Accounts w/ Positive Performance
Dec-2019	4,778	6,144,965	\$0.0490	\$0.0498	\$301,205.87	\$306,161.51	\$4,955.64	1.6%	\$1.04	75%
Jan-2020	4,707	6,158,506	\$0.0489	\$0.0498	\$301,284.10	\$306,975.82	\$5,691.72	1.9%	\$1.21	75%
Feb-2020	4,669	5,413,672	\$0.0489	\$0.0501	\$271,087.03	\$277,708.82	\$6,621.79	2.4%	\$1.42	78%
Mar-2020	4,787	5,517,703	\$0.0489	\$0.0502	\$237,506.52	\$239,332.12	\$1,825.60	0.8%	\$1.47	78%
Apr-2020	4,739	4,410,812	\$0.0489	\$0.0549	\$115,600.26	\$124,035.05	\$7,434.79	6.5%	\$5.56	94%
May-2020	4,698	4,496,631	\$0.0489	\$0.0544	\$218,857.63	\$217,343.19	\$1,514.44	0.7%	\$5.85	94%
Jun-2020	4,657	5,360,642	\$0.0489	\$0.0544	\$262,137.47	\$291,633.76	\$29,496.29	11.3%	\$6.33	99%
Jul-2020	4,607	6,745,085	\$0.0489	\$0.0544	\$329,837.24	\$366,643.82	\$36,806.58	11.2%	\$7.89	99%
Aug-2020	4,572	7,249,406	\$0.0489	\$0.0544	\$354,510.31	\$394,433.17	\$39,922.87	11.3%	\$8.73	99%
Sep-2020	4,777	6,628,984	\$0.0489	\$0.0543	\$261,159.81	\$292,894.69	\$31,734.88	12.1%	\$7.92	99%
Oct-2020	4,802	5,105,907	\$0.0489	\$0.0485	\$249,681.76	\$247,695.54	\$1,986.22	0.8%	\$0.41	73%
Nov-2020	4,848	4,199,847	\$0.0489	\$0.0500	\$205,974.76	\$205,888.39	\$86.37	0.0%	\$0.93	73%
Dec-2020	4,773	5,454,170	\$0.0489	\$0.0472	\$226,711.56	\$258,083.26	\$31,371.70	13.8%	\$1.81	88%
Jan-2021	4,722	6,077,520	\$0.0489	\$0.0472	\$226,711.56	\$258,083.26	\$31,371.70	13.8%	\$1.81	88%
Feb-2021	4,685	6,084,246	\$0.0489	\$0.0460	\$219,521.77	\$279,873.29	\$60,351.52	27.5%	\$3.35	96%
Mar-2021	4,848	5,807,290	\$0.0489	\$0.0462	\$226,978.42	\$268,434.26	\$41,455.84	18.3%	\$2.54	89%
Apr-2021	4,605	4,336,097	\$0.0489	\$0.0499	\$230,036.96	\$216,295.07	\$13,741.89	6.0%	\$1.66	80%
May-2021	4,957	3,984,842	\$0.0489	\$0.0508	\$194,861.05	\$202,403.99	\$7,542.94	3.9%	\$5.52	80%
Jun-2021	4,519	4,868,054	\$0.0489	\$0.0540	\$248,054.89	\$263,015.84	\$14,960.95	6.1%	\$5.52	80%
Jul-2021	4,464	6,345,344	\$0.0489	\$0.0550	\$261,291.38	\$349,330.69	\$88,039.31	33.7%	\$8.70	99%
Aug-2021	4,690	6,860,747	\$0.0489	\$0.0550	\$261,291.38	\$349,330.69	\$88,039.31	33.7%	\$8.70	99%
Sep-2021	4,766	6,912,591	\$0.0489	\$0.0551	\$261,291.38	\$349,330.69	\$88,039.31	33.7%	\$8.70	99%
Oct-2021	4,712	5,265,089	\$0.0489	\$0.0528	\$250,057.00	\$262,152.75	\$12,095.75	4.8%	\$1.03	83%
Nov-2021	4,639	5,275,939	\$0.0489	\$0.0497	\$230,998.13	\$226,943.41	\$4,054.72	1.8%	\$0.90	77%
Dec-2021	4,630	6,140,754	\$0.0489	\$0.0470	\$220,290.33	\$295,521.85	\$75,231.52	34.2%	\$3.82	90%
Jan-2022	4,630	6,511,008	\$0.0489	\$0.0470	\$220,290.33	\$305,751.53	\$85,461.20	38.8%	\$2.73	70%
Feb-2022	4,899	5,951,902	\$0.0489	\$0.0482	\$237,998.13	\$286,582.86	\$48,584.73	20.8%	\$1.88	76%
Mar-2022	4,979	5,361,902	\$0.0489	\$0.0504	\$251,014.07	\$282,603.49	\$31,589.42	12.6%	\$1.22	89%
Apr-2022	4,955	4,311,078	\$0.0489	\$0.0504	\$251,014.07	\$217,184.52	-\$33,829.55	-13.5%	\$1.22	89%
May-2022	4,913	6,704,466	\$0.0489	\$0.0485	\$239,856.10	\$219,480.69	-\$20,375.41	-8.5%	\$1.65	100%
Jun-2022	4,855	8,149,041	\$0.0489	\$0.0632	\$307,408.86	\$418,123.52	\$110,714.66	35.7%	\$19.97	100%
Jul-2022	4,842	6,777,066	\$0.0489	\$0.0632	\$307,408.86	\$418,123.52	\$110,714.66	35.7%	\$19.97	100%
Aug-2022	4,794	6,607,934	\$0.0489	\$0.0631	\$300,631.71	\$417,920.51	\$117,288.80	38.7%	\$13.06	100%
Sep-2022	4,755	4,386,028	\$0.0489	\$0.0643	\$214,484.74	\$215,616.02	\$1,131.28	0.5%	\$1.32	100%
Oct-2022	4,701	3,948,886	\$0.0489	\$0.0530	\$199,899.07	\$199,088.13	\$810.94	0.4%	\$1.81	100%
Nov-2022	4,776	5,019,318	\$0.0489	\$0.0530	\$255,014.12	\$255,014.12	\$0.00	0.0%	\$1.81	100%



Sample Website



WELCOME

FAIRFIELD TOWNSHIP (BUTLER CO)

Community Aggregation Rates

Commodity	Rate	Frequency	Start Date	End Date	Supplier	Special Notes
Electric	\$0.0684 per kWh	No	May 2025		Dynegy	688-682-2170
Electric	\$0.0724 per kWh	Yes	May 2025		Dynegy	328-652-2120
Natural Gas	\$0.839 per ccf	No	October 2024		AEP Energy	639-654-3608

*Click on the commodity name to read Frequently Asked Questions (FAQ)

ELECTRIC AGGREGATION UPDATE

The Township's electric aggregation program with Dynegy expired on the November 2022 Duke bill. Energy Alliances negotiated with multiple suppliers and was able to lock in a rate of 6.8¢

per kWh.

<https://energyalliances.com/fairfield-township-butler-co>



Final Thoughts

- Get certified!
 - Communities aren't "required" to offer program
 - Will be able to act quickly if market opportunity presents itself
- Reminder: Community controls the program
- Don't chase price alone
 - Commodity market always changing
 - Look for best value at start of program

Draft Timeline for Aggregation Program

- Submit aggregation issue(s) for ballot.
- Election Day
- 30 Days Post Election: Develop Plan of Operation and Governance(s)
- 60 – 90 Days Post Election:
 - Holds 2 public hearings (per commodity) to discuss/revise the Plan
 - Community Adopts the Plan of Operation and Governance
 - Aggregation application submitted to PUCO (30-day approval period)
- 3 – 4 Months Post Election: - Energy Alliances obtains bids & recommends a supplier
- 4 – 5 Months Post Election:
 - The supplier notifies eligible residents about the program and gives them 21 days to decide if they want to participate
 - At the end of the 21-day notification period, supplier submits enrollments, and the program goes into effect

VILLAGE OF MARIEMONT

RESOLUTION NO. R- -23

ADOPTING THE BUDGET FOR 2024; AND TO DECLARE
EMERGENCY

RESOLVED: That the Budget of the Village of Mariemont, Ohio presented by the Mayor and Fiscal Officer after a Public Hearing preceded by a ten-day notice according to law, is hereby approved and adopted by Council.

SECTION I: That this Resolution is an emergency measure necessary for the health, safety and welfare of the Village. The reason for the emergency is to meet the deadline as required by Hamilton County.

Passed: July 10, 2023

William A. Brown, Mayor

ATTEST:

I, Kelly I. Rankin, Interim Fiscal Officer for the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Resolution was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: at the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court Property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building, Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northeast corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 21th day of July 2023.

Kelly I. Rankin, Interim Fiscal Officer

VILLAGE OF MARIEMONT, OHIO

RESOLUTION R-_____-23

TO ACCEPT BID OF MSD, INC., TO AUTHORIZE CONTRACT
AND TO DECLARE AN EMERGENCY

WHEREAS, the Village Administrator for the Village of Mariemont has requested certain companies to make proposals for the maintenance of Heating, Ventilation, Air Conditioning, and Refrigeration Equipment for the Village of Mariemont; and

WHEREAS, in the opinion of the Village Administrator, the best bid was received from MSD, Inc., an Ohio corporation, in the amount of One Thousand Eight Hundred Thirty-two and no/00 (\$1,832.00) to maintain said equipment within the Village for a period of one year; and

WHEREAS, the Village Administrator requests that Council approve of the contract between the Village of Mariemont and MSD, Inc., and authorize the Village Administrator to sign same.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MARIEMONT, HAMILTON COUNTY, OHIO, TWO THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING:

SECTION I. That the bid submitted by MSD, Inc. in the amount One Thousand Eight Hundred Thirty-two and no/00 (\$1,832.00) for maintenance of Heating, Ventilation, Air Conditioning, and refrigeration Equipment within the Village is accepted, and the Mayor is hereby authorized to enter into a contract with MSD, Inc. for said work. Said contract is attached hereto and incorporated herein as Exhibit "A."

SECTION II. That this Resolution is an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the Village. The reason for said emergency is that the Village needs cleaning and maintenance of the air conditioning units for the 2023 summer season.

Passed: July 10, 2023

William A. Brown, Mayor

ATTEST:

I, Kelly I. Rankin, Interim Fiscal Officer of Council of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Resolution was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 11th day of July 2023.

Kelly I. Rankin, Interim Fiscal Officer



4401 Springfield St.
Dayton, OH 45431
OH LIC # 24297
937.254.3235
800.254.9455
msdinc.net

QUARTERLY PLANNED MAINTENANCE SERVICE AGREEMENT

Chuck Barlow
Village of Mariemont
6907 Wooster Pike
Mariemont, Oh 45227

FOR MAINTENANCE SERVICE OF:
HEATING, VENTILATION, AIR CONDITIONING, &
REFRIGERATION EQUIPMENT

June 15, 2023

This Proposal is of a proprietary nature and remains the property of MSD, Inc.



4401 Springfield St.
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OH LIC # 24297
937.254.3235
800.254.9455
msdinc.net

TABLE OF CONTENTS:

- 1 COVER SHEET
- 2 TABLE OF CONTENTS
- 3 *MSD Inc.*
CAPABILITIES OVERVIEW
- 4 PROPOSAL LETTER
- 5 EQUIPMENT INVENTORY and FILTER SERVICE SCHEDULE
- 6 EQUIPMENT SERVICE TASKS
- 7 AGREEMENT DOCUMENT - COST & TERMS



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800.254.9455
msdinc.net

Capabilities Overview

MSD Inc., has been committed to exceeding our customers Quality & Service *expectations since 1984.*

As a recognized Industry leader in the Service, Design and Installation of Heating, Ventilation, Air Conditioning, Refrigeration, Plumbing and Building Automation/Temperature Control Systems our goal is to provide exceptional service and deliver the highest quality manufactured products available for our customers

As a *Single Source Solution* provider, we offer the following services:

- o HVACR (Heating, Ventilation, Air Conditioning and Refrigeration) Service, Design & Installation
- o Planned Preventive Maintenance and Customized Maintenance Service Agreements
- o Full Service Fabrication of Sheet Metal, Alloys, and Composite Materials
- o Performance Contracting and Design-Build Engineering & Installation
- o Building Automation and Temperature Control Systems and Service
- o In House Engineering and Project Management of Large and Small Projects
- o Specialized Ventilation and Duct Installation
- o Plumbing & Process Piping Service, Design and Installation
- o Drain Cleaning, Hydro Jetting and Video Inspection & Location
- o Backflow Device Certification for Domestic Water and Fire Sprinkler Systems
- o Smart Building Control Solutions
- o Minor Electrical & Lighting Service & Installation
- o Filter Installation Service
- o Sheet Metal Duct and Air Device Cleaning Service
- o Indoor Air Quality Solutions
- o On-Site Technicians
- o Total Building Management
- o 24/7 Emergency Service and Repair

Business Owners: JOHN STEWART

Business Established: 1984

Current Employees: 200+

Area Serviced: GREATER DAYTON, CINCINNATI and COLUMBUS

Business Groups: SERVICE, PLUMBING, CONSTRUCTION, CONTROLS, ELECTRICAL, SHEET- METAL
DRAIN CLEANING, HYDRO JETTING, FABRICATION, DESIGN BUILD SERVICES



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Dayton, OH 45431
OH LIC # 24297
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800.254.9455
msdinc.net

Village of Mariemont
6907 Wooster Pike
Mariemont, Oh 45227

The following contract proposal is designed to control your maintenance, operation and ownership costs. Quality maintenance will extend the life of your systems, provide energy-efficient operation, and reduce the risk of lost productivity due to downtime. Reliable service will also improve comfort conditions while providing one-source responsibility and peace of mind.

Your semi-annual planned Maintenance service agreement includes:

- ANNUAL COOLING SERVICE - SPRING
- ANNUAL HEATING SERVICE - FALL

- PLEATED FILTER INSTALLATION
- ANNUAL CONDENSER COIL CLEANING

Select Additional Services

- WRITTEN ESTIMATES FOR REPAIRS & REPLACEMENTS
- PRIORITY RESPONSE ON ALL EMERGENCY SERVICE/REPAIR CALLS 24/7

ADDITIONAL SERVICES AVAILABLE

- | | |
|----------------------------------|-----------------------------------|
| -PLUMBING SYSTEM INSPECTION | -HYDRO JETTING & CAMERA SERVICE |
| -ANNUAL ICE MACHINE CLEANING | -ELECTRICAL SYSTEMS INSPECTION |
| -BUILDING AUTOMATION MAINTENANCE | -BACKFLOW PREVENTER CERTIFICATION |

The proposal cost also includes the required time to set-up and service each piece of equipment listed in the equipment inventory schedule, all travel time, and time for completion of necessary documentation.

Please note the "AUTHORIZATION OF MINOR PARTS & LABOR" section of our Agreement.

By signing it at the time of your acceptance, you are permitting us to correct any minor problems (Replace Belts, Contactors, Add Refrigerant, Etc...) that we may find at the time of our Maintenance Service visit. This in itself can prevent downtime of your equipment, as well as, reduce costs for additional service calls.

Thank you for taking the time to help us develop this proposal to make your Mechanical Systems operate as the manufacturers' intended and for as long as the equipment was designed to last! We look forward to providing this service for you.

Respectfully,

Eric Eversole



4401 Springfield St.
Dayton, OH 45431
OH LIC # 24297
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800.254.9455
msdinc.net

SPECIAL PROVISIONS

- 1 Envision video to be provided for each visit.
- 2 Filters to be changed twice per year.
- 3 Boiler room maintenance once per year.
- 4
- 5
- 6
- 7
- 8
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- 18
- 19
- 20



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TASKING PROCEDURES FOR COVERED EQUIPMENT

ATTACH SAMPLE TASKING SHEETS, HISTORY LOG AND PM FORMS



4401 Springfield St.
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msdinc.net

AIR CONDITIONING/HEATING/EXHAUST EQUIPMENT TASKING:

- A. Inspection and/or replacement of filters-*Filters Supplied and Installed by MSD.*
- B. Measure and verify refrigerant charge
- C. Perform visual inspection for refrigerant leaks.
- D. Measure and verify volts/amps of motor(s) and compressor(s).
- E. Oiling and greasing of motor(s) and fan bearing(s), where applicable.
- F. Check belts for proper condition, tension and alignment, where applicable.
- G. Check and adjust motor/fan sheave and fan bearing alignment, as required.
- H. Check motor/fan bearing supports and hold-down bolts, where applicable.
- I. Inspect starters and contact surfaces.
- J. Check and tighten all electrical connections.
- K. Check all electrical and safety controls for proper operation.
- L. Inspect and clean condensate drain(s)-pan(s) and pumps, where applicable.
- M. Check fan(s)-blower(s) for dirt accumulation/damage. Brush clean where accessible.
- N. Check fan(s)-blower(s) alignment, balance and security to shaft.
- O. Inspection outdoor/indoor coils for damage and dirt build up, brush clean, where accessible.
Chemical or pressure cleaning is available, if required, for an additional charge.
- P. Inspect manual outside air damper and/or economizer for proper operation and for dirt accumulation, where applicable. Clean and adjust as needed.
- Q. Perform inspection of heat exchanger and flue.
- R. Check pilot assembly and clean, where applicable.
- S. Perform inspection of burner assembly and clean, where applicable.
- T. Check ignition system and safety controls for proper operation.
- U. Check combustion fan, where applicable.
- V. Perform inspection of humidifier, where applicable.
- W. Check and verify correct operation of all temperature controls/thermostats.
- X. Check cabinetry/hardware and structural integrity of unit.
- Y. Complete all required paper documentation and report findings to customer contact.

NOTE: The list of services provided with this agreement proposal is basic in nature. Each piece of equipment our service technician services will have an individual service sheet above. completed for it and may include additional services or information not listed



4401 Springfield St.
Dayton, OH 45431
OH LIC # 24297
937.254.3235
800.254.9455
msdinc.net



Planned Maintenance Program

HVAC ANNUAL INSPECTION

Client: _____ Date: _____
 Site Location: _____ SO #: _____
 Technician: _____
 Equipment ID: _____ Alias: _____
 Make: _____ Description: _____
 Model: _____ Serial: _____

Outdoor Temp: _____	Refrig Type: _____	Suction Pres: _____
S/A Temp: _____	Check & Tighten Wiring: _____	Disch. Pres: _____
R/A Temp: _____	Thermostat Operations: _____	Suction Temp: _____
(Delta T) Evap. _____	Chk Economizer: _____	Disch. Temp: _____
Contactors: _____	Overall Condition: _____	Subcooling: _____
Chk. Disconnect: _____	Check Noises/Vibration: _____	Superheat: _____
Secure Panels: _____	Check System Safeties: _____	CC Heater: _____

Unit Voltage: L-1 _____ L-2 _____ L-3 _____	Rated Amps: _____
Comp. Amps: L-1 _____ L-2 _____ L-3 _____	Rated Amps: _____
Comp. Amps: L-1 _____ L-2 _____ L-3 _____	Rated Amps: _____
Comp. Amps: L-1 _____ L-2 _____ L-3 _____	Rated Amps: _____
Comp. Amps: L-1 _____ L-2 _____ L-3 _____	Rated Amps: _____
Blower Amps: L-1 _____ L-2 _____ L-3 _____	Rated Amps: _____
Cond. Mtr. Amps: L-1 _____ L-2 _____ L-3 _____	Rated Amps: _____
Elect Htg Elmts: L-1 _____ L-2 _____ L-3 _____	Rated Amps: _____

Chk & Lub Bearings: _____	Check and Clean Burner Section: _____
Chk & Cln Blr Wheel: _____	Inspect Heat Exchanger: _____
Chk & Cln Drain: _____	(Delta T) Heat Exchanger: _____
Chk & Adjust TXV Bulb: _____	Verify Gas Pressure: _____
Check cond. Pulleys: _____	Check Combustion Blower Assembly: _____
Chk cond. Of belts. Belt: _____	Verify Voltage and Amps: _____
Replace Air Filters: _____	Check/Clean Cond: _____

Notes: _____



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 800.254.9455
 msdinc.net

PLANNED MAINTENANCE SERVICE AGREEMENT

We agree to provide Planned Maintenance Service for the equipment designated in the Equipment Inventory Schedule hereto, in accordance with terms and conditions of this Agreement, at the following location:

Village of Mariemont
 6907 Wooster Pike
 Mariemont, Oh 45227

 CUSTOMER

MSD Inc.
 4401 Springfield Street
 Dayton, Ohio 45431

 SERVICE PROVIDER

For this Agreement you agree to pay MSD Inc. the annual sum of:

\$ 1,832.00 One Thousand Eight Hundred Thirty Two Dollars and No Cents

Payable upon presentation of invoice in accordance with the following schedule: _____

Terms are Net 30 Days from the date of invoice. MSD Inc., reserves the right to discontinue service any time payments have not been made as agreed. Agreement includes and additional \$110 per year for maintenance of the Boathouse furnace. Separately cancelable.

This Agreement, when accepted in writing (signature below) by you and approved by the authorized representative for MSD Inc., shall constitute the entire Agreement between us, and all prior Agreements are superseded.

The above rate is locked at the same rate for three (3) years with a guarantee of no increase. After initial three (3) years, annual 3% increase will begin.

You agree to pay any applicable taxes or governmental charges in addition to the amounts set forth above.

This Agreement shall begin on _____ and shall remain in force for 3 year(s) and from year to year thereafter until canceled by either party upon (30) day written notice.

Name of Firm: Village of Mariemont MSD Inc. Representative Eric Eversole
 Signature: _____ Signature: _____
 Date: _____ Date: _____

In appreciation for your acceptance of this Agreement, MSD Inc., will supply a Qualified Service Technician(s) for all HVAC Service/Repair needs outside the scope of this Agreement at \$2.00 per hour less than ~~our current prevailing labor charge~~. Discount does not apply for Refrigeration, Plumbing or Energy Management Temperature Control Systems.

AUTHORIZATION OF MINOR PARTS & LABOR:

Signature: _____ Date: _____

By signing the above Authorization Section, you are permitting MSD Inc., to correct any MINOR problems (Contactors, Refrigerant, Electrical Items, etc...) found during our Planel Preventive Maintenance Service visit. Any additional labor/parts for repairs needed to perform this service will be invoiced in addition to the amounts set forth in the above Agreement cost (Maximum of \$350.00 per piece of equipment).



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msdinc.net

MSD Inc. General Terms & Conditions

- 1 The Customer will provide and permit reasonable means of access to all covered systems (see Equipment Inventory Service Schedule). Mechanical Services & Design, Inc. (MSD Inc.) will be permitted to stop and start equipment as necessary to perform service tasks, unless otherwise specified by customer in writing or verbally prior to each service visit.
- 2 Planned maintenance and/or routine maintenance or service calls provided under this Agreement will be performed during normal working hours, 7:30am to 4:00pm, weekdays. Emergency calls are billed at preferred customer rates for normal working hours, time & half for evenings, Saturday and Sunday and double time for holidays.
- 3 The Customer agrees to provide safe job conditions as a prerequisite to performance hereunder by MSD Inc.
- 4 MSD Inc. agrees to adhere to all mandatory Safety Requirements at the Customers Service Site location(s).
- 5 MSD Inc. shall not become involved in the identification, detection, abatement, encapsulating, or removal of asbestos, asbestos containing materials, or any hazardous material or condition related to hazardous materials. MSD Inc. accepts & acknowledges refrigerant handling and materials relative to the implementation of this Agreement will be provided by means of acceptable industry standards and regulations. The Customer shall disclose any information or knowledge of hazardous, asbestos related or other materials that could cause harm to an employee or agent of MSD Inc. In event of damage or injury, claim of damage or injury related to asbestos or hazardous materials without notification or disclosure to MSD Inc. by the Customer as mentioned above, MSD, Inc. is held harmless against any and all liability, loss, damage, cost or expense which may occur.
- 6 Payment terms are net 30 days from the date of the invoice. Maintenance services will be invoiced prior to the beginning of each period of coverage or billing cycle agreed upon on the Agreement.
- 7 MSD Inc. reserves the right to cancel this Agreement and/or any other work related to this Agreement without notice, should payment become thirty (30) days or more delinquent.
- 8 The customer may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the customer as provided herein, the contractor will be paid in full, for the work completed as of the date of termination.
- 9 MSD Inc. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riot, and acts of natural origin or any cause beyond reasonable control.
- 10 The Customer agrees to refrain from the employment or hiring directly or indirectly, either as an employee, independent contractor or otherwise, MSD Inc. personnel, including sales, construction, service and/or mechanics/technicians during the time of this agreement and for a term of one year from the date this Agreement is terminated
- 11 This Agreement shall be governed by and construed according to the laws of the state of Ohio.
- 12 Each item and condition set forth in this document and the Agreement attached constitute the final written expression and are a complete statement of those terms.



VILLAGE OF MARIEMONT

RESOLUTION R- ____-23

RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE 10-MILL LIMITATION FOR CURRENT EXPENSES AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH; AND TO DECLARE EMERGENCY

WHEREAS, the Council of the Village of Mariemont anticipates levying a tax in excess of the 10-mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code, this Council is required to certify to the County Auditor a Resolution requesting the County Auditor to certify certain matters in connection with such a tax levy, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MARIEMONT, HAMILTON COUNTY, OHIO, TWO-THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That pursuant to the provisions of Section 5705.19 (a) of the Ohio Revised Code, it is necessary to renew a tax in excess of the 10-mill limitation for the benefit of the Village of Mariemont for the purpose of providing funds for current expenses at a rate not exceeding 3.08 mills for each one dollar of valuation, which amounts to \$.308 for each one hundred dollars of valuation. The term is for five years starting in tax year 2023 which includes tax years 2023, 2024, 2025, 2026, and 2027. The Village of Mariemont has territory only in Hamilton County. The tax will be voted on and levied against the entire territory possessed by the Village of Mariemont.

SECTION II. Pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Council the total current tax valuation of the Village of Mariemont and the dollar amount of revenue that would be generated by the number of mills specified in Section I hereof, and the Fiscal Officer of the Village of is hereby directed to certify forthwith a copy of this Resolution to the County Auditor at the earliest possible time so that the County Auditor may certify such matters in accordance with such Section 5705.03 to be able to appropriately consider, pass, and file a Resolution of necessity for consideration at the November 7, 2023 General Election.

SECTION III. That this Resolution is an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the Village. The reason for said emergency is that there was a scrivener's error in the prior Resolution and corrections need to be submitted in a timely manner for inclusion on the November 2023 ballot.

Passed: July 10, 2023

William A. Brown, Mayor

ATTEST:

I, Kelly I. Rankin, Interim Fiscal Officer of the Village of Mariemont, Ohio do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Resolution was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council as follows: at the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building, Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, the intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 11th day of July 2023.

Kelly I. Rankin, Interim Fiscal Officer

VILLAGE OF MARIEMONT, OHIO

RESOLUTION NO. R-____-23

**RENEWAL OF 3.08-MILL TAX LEVY IN EXCESS OF 10-MILL LIMITATION FOR
GENERAL OPERATING FOR THE TAX YEARS OF 2023, 2024, 2025, 2026 AND 2027;
AND TO DECLARE EMERGENCY**

BE IT RESOLVED by the Council of the Village of Mariemont, State of Ohio, two-thirds of the members duly elected thereto concurring:

SECTION I. The Council hereby declares that the amount of taxes which may be raised within the 10-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the Village of Mariemont, and that it is necessary to renew a tax levy in excess of such limitation for the General Operations of the Village.

SECTION II. The rate of tax in excess of 10-mill limitation which Council hereby finds to be necessary for the current expenses of the Village of Mariemont, Ohio which the County Auditor estimates to collect \$89,000 per year at a rate of 3.08 mills for each \$1.00 of taxable value, which amounts to \$11 for each \$100,000 of the County Auditor's appraised value. Said tax shall be levied upon the next five years starting in the tax year 2023 and continuing with tax years 2023, 2024, 2025, 2026, and 2027 inclusive.

SECTION III. This Resolution, being a Resolution provided for by Ohio Revised Code, Section 5705.19 (A), shall go into immediate effect upon passage and no publication of same shall be necessary other than that provided for in the notice of election to be published as required by Ohio Revised Code, Section 5705.25.

SECTION IV. That the Fiscal Officer be and is hereby directed to certify a copy of this Resolution to the Board of Elections of Hamilton County, Ohio, in order that said Board of Elections may make the necessary arrangements for the submissions of such question to the electors to be put on the November 7, 2023, ballot.

SECTION V. That this Resolution is an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the Village. The reason for said emergency is that there was a scrivener's error in the prior Resolution passed on June 26, 2023, and corrections need to be submitted in a timely manner for inclusion on the November 2023 ballot.

Passed: July 10, 2023

William A. Brown, Mayor

ATTEST:

I, Kelly I. Rankin, Interim Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Resolution was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: at the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building, Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, the intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 11th of July 2023.

Kelly I. Rankin, Interim Fiscal Officer

VILLAGE OF MARIEMONT, OHIO

RESOLUTION NO. R-_____23

TO CONVERT AND APPOINT VILLAGE ZONING OFFICER, ROD HOLLOWAY, FROM
INDEPENDENT CONTRACTOR TO PART-TIME VILLAGE EMPLOYEE CALENDAR
YEARS 2023 AND 2024

WHEREAS, Council for the Village of Mariemont previously appointed Rod Holloway as Village Zoning Officer as a contracted vendor for the Village of Mariemont for calendar years 2023 and 2024; and

WHEREAS, Council believes it is in the best interest of the Village to appoint Rod Holloway as an employee in the position of Zoning Officer; and

WHEREAS, Rod Holloway and Village Council believe it is in the best interest of the Village for Rod Holloway to serve as Village Zoning Officer in the capacity as a part-time Village employee; and

WHEREAS, Council believes that Rod Holloway is well qualified to fulfill this role and should be appointed a part-time Village employee.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
VILLAGE OF MARIEMONT, HAMILTON COUNTY, OHIO, TWO
THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING:

SECTION I. Council confirms Rod Holloway as the Village Zoning Officer for calendar years 2023 and 2024 as a part-time Village employee.

SECTION II. The compensation for Rod Holloway shall be the same rate of pay, \$20.00 per hour, as previously, with the understanding that Public Employee Retirement System benefits will also be available to him, all effective September 17, 2023.

SECTION III. That this Resolution shall go into effect at the earliest date allowed by law.

Passed: August 14, 2023

William A. Brown, Mayor

ATTEST:

I, Kelly I. Rankin, Interim Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing resolution was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council, as follows: the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 15th day of August 2023.

Kelly I. Rankin, Interim Fiscal Officer

VILLAGE OF MARIEMONT, OHIO

ORDINANCE O- -23

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A
GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS
PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE HAMILTON
COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE
ELECTORS; AND TO DECLARE EMERGENCY**

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electric loads; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities;

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electric deregulation through lower electric rates which they would not otherwise be able to have individually;

WHEREAS, the Village of Mariemont Council (hereinafter "Council") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric customers in the Village of Mariemont, OH (hereinafter "Municipality") in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF MARIEMONT,
HAMILTON COUNTY, STATE OF OHIO:**

SECTION I

This Council finds and determines that it is in the best interest of the Municipality, its residents, businesses and other electric consumers located within the corporate limits of the Municipality to establish the Aggregation Program. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Municipality pursuant to Section II of this Ordinance, the Municipality is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Municipality, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electric. The Municipality may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section III of this Ordinance.

SECTION II

The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the Village of Mariemont at the general election on November 7, 2023.

“Shall the Village of Mariemont have the authority to aggregate the retail electric loads located in the Municipality, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electric, such aggregation to occur automatically except where any person elects to opt out?”

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 7, 2023. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section II and Section 4928.20 of the Ohio Revised Code.

SECTION III

Upon the approval of a majority of the electors voting at the election provided for in Section II of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the Municipality unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. This disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years without paying a termination fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the electric service company providing distribution service for the person’s retail electric load until the person chooses an alternative supplier.

SECTION IV

This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION V

This Ordinance is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety and welfare of the citizens of the Village of Mariemont and shall take effect immediately. The reason for the said emergency is in order submit the necessary paperwork to the Hamilton County Board of Elections by August 9, 2023.

Passed: July 10, 2023

William A. Brown, Mayor

Attest:

I, Kelly I. Rankin, Interim Temporary Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Ordinance was duly made by posting true copies thereof at five of the most public places in said corporations as determined by the Council, as follows: at the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building. Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 11th day of July 2023.

Kelly I. Rankin, Interim Fiscal Officer



**INDEPENDENT AGENT AGREEMENT
FOR NATURAL GAS AND ELECTRIC AGGREGATION SERVICES**

This Agreement, made and entered into this _____ day of _____, 2023, by and between **VILLAGE OF MARIEMONT, OHIO** (“Client”) whose address is 6907 Wooster Pike, Mariemont, Ohio 45227, and **ENERGY ALLIANCES, INC.** (“Consultant”) whose address is 8469 Blue Ash Road, Suite 1, Cincinnati Ohio 45236.

WITNESSETH:

WHEREAS, Client is the governing body of a village in the State of Ohio; and

WHEREAS, Ohio Revised Code Section 4928.20 authorizes Client to adopt a resolution to aggregate electric services within the village and, for that purpose, to enter into service agreements to facilitate the sale and purchase of electricity.

WHEREAS, Ohio Revised Code Section 4929.26 authorizes Client to adopt a resolution to aggregate natural gas services within the village and, for that purpose, to enter into service agreements to facilitate the sale and purchase of natural gas.

WHEREAS, Client is interested in reducing its overall energy costs and the energy costs of its residents; and

WHEREAS, Consultant offers energy consulting and natural gas and/or electric aggregation services that may reduce the cost per energy unit consumed; and

WHEREAS, Client hereby agrees to utilize Consultant as an exclusive agent and grants exclusive rights to perform such Services, as described in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

A. Consultant shall provide energy consulting and natural gas and/or electric aggregation services (“Services”) including but not limited to the following:

- 1) Assist Client in becoming certified by the PUCO as a Governmental Aggregator following voter approval of the aggregation ballot issue(s). Such assistance may include but is not limited to drafting (or working with chosen supplier to draft) the

Plan of Operation and Governance (“Plan”), lead all required Public Hearings discussing said Plan, filing (or working with chosen supplier to file) the Plan for certification by the PUCO, responding to all PUCO requests for additional information until certification as a Governmental Aggregator is granted by the PUCO.

- 2) Administer the supplier selection process; analyze supplier qualifications/proposed program options; provide supplier recommendations; and assist in the supplier contractual process and supplier performance evaluation.
 - 3) Provide energy buying consultation and recommendations.
 - 4) Assist in the design of Opt-Out Notification Form and other program notifications.
 - 5) Assist in the volume data collection process and verification;
 - 6) Assist with the day-to-day administration of the Program ((including but not limited to: problem resolution, press releases, maintaining PUCO compliance (including annual reporting requirements and certification renewal), and supplier liaison)).
 - 7) Report on Program participation and provide energy program performance reports.
- B. Consultant agrees to furnish the services of its organization, to exert its best efforts, and to exercise the highest degree of professional skill and competence in performing all services specified above, or otherwise listed in, this Agreement and as to any additional work required by Client and accepted by the Consultant. Receipt by the Consultant of any approval by the Client shall not release or diminish the obligation of the Consultant to perform all Services in accordance with this standard of care.
- C. Consultant shall update Client on its progress at regular intervals.

2. RELATIONSHIP BETWEEN THE PARTIES

- A. The relationship created herein between Consultant and Client is that of an independent agent. Nothing herein contained shall be construed to create any other relationship or to create a joint venture, partnership, or employee-employer relationship between the parties.
- B. Nothing in this Agreement shall be construed to give Consultant any interest in the tangible or intangible assets of Client or to give either party the authority to bind, represent, or commit the other.
- C. Consultant specifically recognizes and understands that as an independent agent it will be solely responsible for the payment of all appropriate federal, state, and local taxes relative to any compensation from the selected supplier that it receives. Consultant further agrees to indemnify and hold Client harmless from any liability or claims incurred by Client as a result of Consultant’s failure to pay such appropriate taxes, failure to pay benefits, workers’ compensation, occupational illness or other claims.

3. COMPETITION

Consultant may represent, perform services for, and be employed by any additional clients, political subdivisions, municipalities, persons, or companies as Consultant, in Consultant’s

sole discretion, sees fit, including others in the same business or in competition with Client. In addition, nothing in this Agreement shall prevent Consultant from competing with the business of Client.

4. ACCEPTANCE/REJECTION OF OFFER

Client retains sole discretion to accept or reject any offer brokered by Consultant for natural gas and electric supply service to Client, regardless of the amount of savings which may be realized by that offer.

5. FACILITIES AND EQUIPMENT

Consultant is solely responsible for the provision of facilities and equipment necessary to fulfill its responsibilities under this Agreement.

6. COMPENSATION

There shall be no cost to Client for Consultant's services outlined in this Agreement.

7. TERM OF AGREEMENT

If this Agreement is not terminated pursuant to Paragraphs 9, 10, or 11 of this Agreement, this Agreement shall be in effect until the conclusion of any contract brokered by Consultant with a selected electric and/or natural gas supplier to provide energy supply to Client's residents. Unless either party notifies the other party of its intention to terminate this Agreement at least one hundred twenty (120) days prior to its expiration, the Agreement shall renew itself automatically for subsequent one-year terms. However, nothing in this Agreement, including its Term, shall preclude or prohibit Client from requesting proposals from, bidding for, negotiating or contracting with other consultants during the Term of this Agreement to perform the Services currently performed by Consultant after the expiration of the Term of this Agreement. Moreover, in order to ensure a seamless transition and continuation of the program at the expiration of the Term of this Agreement, any consultant chosen by the Client may, during the Term of this Agreement, perform the Services currently performed by Consultant in order to obtain, contract with, and retain suppliers for Client after the expiration of the Term of this Agreement.

8. PRIMARY CONSULTANT AND SUBCONTRACTING

- A. The Consultant agrees that all of its employees, subcontractors, and agents assigned to perform Services under this Agreement shall be competent and have sufficient prior experience to carry out the responsibilities assigned to them effectively and efficiently.
- B. None of the Services covered by this Agreement shall be subcontracted without the prior written consent of Client which consent shall not be unreasonably withheld. Any Services subcontracted hereunder shall explicitly state that it is subject to each provision of this Agreement.

9. TERMINATION

Notwithstanding any other provision of this Agreement it is mutually understood and agreed that this Agreement may be terminated upon mutual consent. In the event Client terminates

this Agreement pursuant to this provision, Client assumes all obligations to arrange for its natural gas and/or electric service.

10. CLIENT'S TERMINATION FOR CAUSE

A. In addition to termination as provided by Paragraph 9 hereof, this Agreement may be terminated by Client at any time without notice upon the occurrence of one or more of the following events:

- 1) In the event Consultant shall be guilty of fraud, dishonesty, or other acts of misconduct in the rendering of professional services; or
- 2) In the event Consultant shall fail or refuse to faithfully or diligently perform the provisions of this Agreement or the usual or customary duties of its profession; or
- 3) Bankruptcy or insolvency of Consultant; or
- 4) Assignment of this Agreement by Consultant without the prior written consent of the Client.

B. In the event Client terminates this Agreement pursuant to this provision, Client assumes all obligations to arrange for its natural gas and/or electric service.

11. CONSULTANT'S TERMINATION FOR CAUSE

A. In addition to termination as provided by Paragraph 9 hereof, this Agreement may be terminated by Consultant upon the occurrence of one or more of the following events:

- 1) In the event Client fails to comply with statutory deadlines required for natural gas and electric aggregation, after being notified of such deadlines by Consultant in writing; or
- 2) In the event Client fails to respond in a timely manner to Consultant's written requests for action and/or approval. Both parties acknowledge that Client is the governing body of a political subdivision of the state of Ohio and must therefore act in accordance with the meeting and publication statutes governing such bodies. Accordingly, both parties agree that the determination of timely action by Client shall be made in consideration of those requirements; or

B. In the event Consultant terminates this Agreement pursuant to this provision, Client assumes all obligations to arrange for its natural gas and/or electric service.

12. RIGHT TO AUDIT

Client shall have the right to audit the performance of Consultant under this Agreement.

13. COMPLIANCE WITH LAWS

Consultant shall, at its sole cost and expense, comply with all federal, state, and local laws applicable to its work and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement.

14. CONFIDENTIALITY

Except for matters of public record, information already within the other party's possession prior to entering into this Agreement, and except to the extent required (through deposition, interrogatory, request for production, subpoena, civil investigative demand or similar process) by a court order, Client agrees to keep confidential all information, including pricing and any data collected hereunder, unless expressly agreed to in writing by Client and Consultant. In the event that Client becomes required, in the manner specified above, to disclose any confidential information, Client shall provide prompt written notice to Consultant so that Consultant may timely seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Client agrees to furnish only that portion of the confidential information that is required to be furnished.

15. ASSIGNABILITY

Client and Consultant shall not assign or transfer, in whole or in part, this Agreement or any rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. All of the covenants, conditions and obligations of this Agreement shall extend to and be binding upon the permitted heirs, personal representatives, successors and assigns, respectively, of the parties hereto.

16. MERGER OF AGREEMENT

This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the parties. No representations, warranties or promises have been made or relied upon by any party hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between the parties or their representatives relative to matters contained herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both parties and attached hereto.

17. NOTICES

All notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, or by overnight carrier to the following addresses:

As to Consultant:

Energy Alliances, Inc.
8469 Blue Ash Road, Suite 1
Cincinnati OH 45236

As to Client:

Village of Mariemont
6907 Wooster Pike
Mariemont, OH 45227

18. GOVERNING LAW

This Agreement shall be governed by, subject to the jurisdiction of, and construed in accordance with the laws and courts of the State of Ohio.

19. MISCELLANEOUS

- A. A waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. AUTHORITY TO SIGN

The representative of the Consultant whose signature is affixed to this Agreement affirms that he has been duly authorized to bind the Consultant to the terms of this Agreement by his signature. The representative of Client whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Client to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement as of the date first written above.

ENERGY ALLIANCES, INC.

APPROVED AS TO FORM:

VILLAGE OF MARIEMONT, OHIO

ORDINANCE O- -23

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A
GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT
PROVISIONS PURSUANT TO SECTION 4929.26, OHIO REVISED CODE, DIRECTING THE
HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO
THE ELECTORS; AND TO DECLARE EMERGENCY**

WHEREAS, the Ohio Legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4929.26 of the Ohio Revised Code, subject to opt-out provisions, competitive natural gas service for the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the natural gas loads; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities.

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of natural gas deregulation through lower natural gas rates which they would not otherwise be able to have individually.

WHEREAS, the Village of Mariemont Village Council (hereinafter "Council") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other natural gas customers in the Village of Mariemont, OH (hereinafter "Municipality") and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL, VILLAGE OF
MARIEMONT, HAMILTON COUNTY, STATE OF OHIO:**

SECTION I.

This Council finds and determines that it is in the best interest of the Municipality, its residents, businesses and other natural gas consumers located within the corporate limits of the Municipality to establish the Aggregation Program. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Municipality pursuant to Section II of this Ordinance, the Municipality is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within the Municipality, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. The Municipality may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using a natural gas load center proposed to be aggregated and will provide for the opt-out rights described in Section III of this Ordinance.

SECTION II

The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the Village of Mariemont at the general election on November 7, 2023.

“Shall the Village of Mariemont have the authority to aggregate the retail natural gas loads located in the Municipality, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?”

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the Hamilton County Board of Elections not less than ninety (90) days prior to November 7, 2023. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section II and Section 4929.26 of the Ohio Revised Code.

SECTION III

Upon the approval of a majority of the electors voting at the election provided for in Section II of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the natural gas load of any natural gas load center within the Municipality unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. This disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years without paying a termination fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the natural gas service company providing distribution service for the person’s retail natural gas load until the person chooses an alternative supplier.

SECTION IV

This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION V

This Ordinance is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety and welfare of the citizens of the Village of Mariemont and shall take effect immediately. The reason for the said emergency is in order submit the necessary paperwork to the Hamilton County Board of Elections by August 9, 2023.

Passed: July 10, 2023

William A. Brown, Mayor

Attest:

I, Kelly I. Rankin, Interim Temporary Fiscal Officer of the Village of Mariemont, Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing Ordinance was duly made by posting true copies thereof at five of the most public places in said corporations as determined by the Council, as follows: at the Concourse, Miami Bluff and Flintpoint Way; the Tennis Court property, on the east side of Plainville Road between Maple and Chestnut Streets; the site of the Municipal Building, Wooster Pike and Crystal Springs Road; the northeast corner of the intersection of Rembold and Miami Road inside the enclosure; the northwest corner of the Old Town Center, intersection of Chestnut and Oak Streets; each for a period of fifteen days commencing on the 11th day of July 2023.

Kelly I. Rankin, Interim Fiscal Officer