

AGENDA

SCIO VILLAGE COUNCIL MEETING

December 14, 2022

Kindly mute all electronics-thank you!***Visitors are limited to 5 minutes***

Pledge of Allegiance

Roll Call

Approval of Minutes

Visitors- Ohio eTMS, Dirk Harkins and Brian Majewski, First Responders and Veterans.

J.T. Thompson, crushed sewer line

1. Clerk/ Treasurer-

Water/Wastewater by laws pages 24 and 28. Final Reading
 Ord # 2022-006 Second reading
 Ord # 2022-007 Second reading
 Ord #2022-008 First Reading
 Res# 2022-010 2023 Temp Appropriations
 Res #2022-011 Update the Source Water Protection Plant.
 GASI new software for Utility
 CD roll over auth for Jake and Heidi

2. Water/WW-Income Tax Dept.-.

3. Solicitor

4. Mayor- Police Cruiser

5. Village Administrator- See below

6. Old Business

7. New Business

8. Financial Report Approval

9. Pay bills.

10. Adjourn.

Village Administrator

Current Project List:

-Annexation, 9/20/2021.

-WTP- new water lines to be replaced in the distribution system, fully funded by the following agencies: ARC, CDBG, OEPA, OPWC, H2O: Awarded

-WWTP -Clarifier rebuild project, fully funded: Awarded (completion NLT 12/31/22)

-Oil and Shale: SR 646 and East College St, funded by Multiple Grants /Pending (60% completed)

-Hilltop Drive Sanitary Project: Pending funding / Planning phase (15% completed)

-Water Line project (Additional) - Lines to be identified for the SSB Grant. East Elm St a Eastport Rd (10% completed)

-EMA Relief- In progress, under review

1)Annexation:

- The date was held for the appellate court on October 13, 2022. The mediation hearing was held.

- Ordinance 2021-007

-The appeal was filed July 22, 2022. A date will be set for the hearing.

No additional information at this time.

2) WTP: Ongoing Projects

-Water line project: Brown, Maple, Walnut, and Grandview Streets water line project: Fully Funded by the following agencies and government offices.

The project is funded by: CDBG, H2O, EPA lead service line replacement, ARC, OPWC loan / grant.

*Pre-Construction meeting 8/26/2022 at the Village office.

The construction phase began on 9/19/2022, Installation of new C900 on Brown, Maple, Walnut, and Grandview Streets has been completed.

A construction walk through is scheduled for 12/15/2022 with the VA, Thrasher Group, and the Contractor.

Reclamation will be done as needed through the winter period. The paving portion will be done in the Spring of 2023.

- The \$300,000.00 grant from Senator Brown's office will be used in conjunction with additional grants for new water line replacements. The VA and The Thrasher Group are working on the preliminary planning and engineering. This is pending for additional funding opportunities.

-*Water line repair was done on Lee Street 12/1/2022, a 2' service line was repaired. The total number of repairs to date is eight (8).

-The VA and OEPA SEDO conducted a review of the Villages Source water protection plan.

3) WWTP: Ongoing Projects

- The inner paddle wheel of the oxidation ditch is offline; parts are on order. We are waiting on the steel shafts for the paddle wheel.
- Wastewater sanitation project for Hilltop Drive. This project will require a PTI from the OEPA. This project is pending additional funding.
- 152 East College St. No additional information at this time.
- Clarifier WWTP: The project is completed at the Clarifier building. The wiring and transfer switches are installed, the pigtailed are partially installed. The transfer switches and generator need to be Operationally checked to complete the project.

4) Oil and Shale program: Awarded / Pending Start

- Project ID 112295 HAS-646-6.37 -Phase V: Bid awarded.
- The project was bid, the lowest bid that was received is from TUCSON Inc.
- Construction will start approximately 1 April 2023. The contractor and Village have agreed to allow them to use the lot owned by the Village as a lay down yard for incoming materials for the project.
- The Villages portion of the project is \$83,349.00

5) Potential EMA relief:

- The VA is working with the County EMA office in conjunction with the Ohio EMA office for Ohio rainy day funding. The rainy-day funding can potentially cover damages caused by the flood in February 2022. The process is under review. The Village may qualify for relief funds, those funds would be awarded in 2023.

6) Roadways/ Equipment/ Buildings/ Park/ General

- The Village received a call for a resident on High Street, they requested that the Village improve the storm water drainage issue on that street. They are receiving water in their basement.
- Pending, 104 Maple Ave storm sewer line replacement.
- Youth Program, the participant will work under the program contract until April 7, 2023, for the Village of Scio. January 2023, the participant will start cross training at the WTP and WWTP.
- Equipment, Mini Excavator. This is pending due to appropriations and legal opinion.

November 23, 2022

Scio Village Council met in regular session on November 23, 2022, at 6 pm with Mayor, Michelle Carpenter presiding. Council members present were Jim Clark, Betty Gotschall, Trish Copeland, Carol Davy, and Erin Thompson. Others included Jason Tubaugh Village Administrator, Heidi Trice, Clerk/Treasurer, Janeen Scott, Water/WW/Income Tax.

Clark moved to approve minutes from the previous meeting as presented, Copeland seconded. All present voted in the affirmative.

Visitors:**Clerk-Treasurer:**

Water/Wastewater by laws pages 24 and 28.
Second Reading
Ord # 2022-006 First reading
Ord # 2022-007 First reading
Resolution 2022-009 Amend Revenue and
Appropriations

Council member Copeland made a motion to pass Resolution 2022-009 to Amend the Appropriations, Seconded by Clark. Roll call reflected: Copeland, yea; Clark, yea; Thompson, yea; Gotschall, yea; Davy, yea. Motion passed.

Water/WW:**Income Tax:****Solicitor:****Mayor:**

Thank you to the Fire Department for hanging the Christmas Lights.

Village Administrator:**Current Project List:**

- Annexation, 9/20/2021.
- WWTP -Clarifier rebuild project, fully funded: Awarded
- WTP- new water lines to be replaced in the distribution system, fully funded by the following agencies: ARC, CDBG, OEPA, OPWC, H2O: Awarded
- Oil and Shale: SR 646 and East College St, funded by Multiple Grants /Pending
- Hilltop Drive Sanitary Project: Pending funding / Initial Planning
- Water Line project (Additional) - Lines to be identified for the SSB Grant.

Annexation:

- The date was held for the appellate court on October 13, 2022. The mediation hearing was held.
- Ordinance 2021-007
- The appeal was filed July 22, 2022. A date will be set for the hearing.

Request executive session for pending litigation

WTP: Ongoing Project

- Water line project: Brown, Maple, Walnut, and Grandview Streets water line project: Fully Funded by the following agencies and government offices.
The project is funded by: CDBG, H2O, EPA lead service line replacement, ARC, OPWC loan / grant.

*Pre-Construction meeting 8/26/2022 at the Village office.

The construction phase began on 9/19/2022, Maple Street was the beginning point for the project. The new 6" water line is completed on Maple Street. Brown Street, and Walnut Street. Grandview street is near completion, reclamation will be done this week. Payouts will begin next week for the portion of the project that is completed. The remaining portion of the project will be done in the Spring of 2023.

- The \$300,000.00 grant from Senator Brown's office will be used in conjunction with additional grants for new water line replacements. The VA and The Thrasher Group are working on the preliminary planning and engineering. This is pending for additional funding opportunities.

WWTP: Ongoing Projects

- Inner paddle wheel is offline; parts are on order. We are waiting on the steel shafts for the paddle wheel. Once all parts have arrived, we will coordinate with Stull excavating for use of the large track hoe to assist in the installation.

- Wastewater sanitation project for Hilltop Drive. The original engineering report was reviewed, the VA requested several changes to reduce overall cost of the project. The Village may need to acquire additional right of ways for this project. This project will require a PTI from the OEPA. This project is pending additional funding.

- The Village has been notified that the \$500,000 application for federal funding is pending. No Updates.

- 152 East College St. No additional information at this time.

- Clarifier WWTP: The project is completed at the Clarifier plant; the Generator is on site. The wiring and transfer switches are installed, the pigtailed and initial runup to check the new Generator are still pending. This project is substantially completed.

Potential EMA relief:

- The VA is working with the County EMA office in conjunction with the Ohio EMA office to review the process and application for Ohio EMA rainy day funds due to the catastrophic flooding that occurred in February of 2022. A meeting will be set with the Ohio and Harrison County EMA offices in December for potential EMA funds for the Villages in Harrison County. Several phone conversations have been held with the EMA services.

Oil and Shale program: Awarded / Pending Start

- Project ID 112295 HAS-646-6.37 -Phase V: Bid awarded.
- The project was bid, the lowest bid that was received is from TUCSON Inc.
- Construction will start approximately 1 April 2023. The contractor and Village have agreed to allow them to use the lot owned by the Village as a lay down yard for incoming materials for the project.
- The Villages portion of the project is \$83,349.00

Roadways/ Equipment/ Buildings/ Park/ General:

- The VA has been contacted by Mr. Shafer with the oil and gas facility. Mr. Shafer is the trucking and shipment manager; they are requesting an alternate route of East College St in the event of flooding. The ODOT permitting section in Columbus was petitioned by the Village and the State Highway Patrol to not issue permits for oversize loads until further notice. As of October 1st, no permits are being issued for oversized loads on SR646 through the Village due to the condition of the roadway.
 - The road has been patched on High Street; it is the detour for the E. College St closure.
 - The lawn equipment is being serviced and winterized.
 - Columbia Gas project: 1st quarter 2023
 - Salt purchase 2022-2023: Salt has been received, the Village has received 52 tons of road salt, total tonnage is approximately 155 tons on hand for the winter season. The invoice is in your financials.
 - Pending, 104 Maple Ave storm sewer line replacement.
 - Youth Program, the one participant is working well for the Village. The VA would recommend that upon completion of her contract through the program, the Village personnel committee consider her for the part time employee position for grounds maintenance.
- * Request an executive session for pending litigation**

OLD BUSINESS:**NEW BUSINESS**

Council discussed a request from Mr. Shaffer from the Village Administrators agenda.

Council member Copeland made a motion that College Street is not to be used as an alternate route for truck traffic over 10 tons, seconded by Clark. Roll call reflected: Copeland, yea; Clark, yea; Thompson, yea; Gotschall, yea; Davy, yea. Motion passed

Council member Clark made a motion to enter executive session pending legal, seconded by Thompson. Roll call reflected: Copeland, yea; Clark, yea; Thompson, yea;

Gotschall, yea; Davy, yea. Motion passed. Entered Executive at 6:29 pm Mayor Michelle Carpenter exited the meeting.

Council member Clark made a motion to exit executive session, seconded by Gotschall. Roll call reflected: Copeland, yea; Clark, yea; Thompson, yea; Gotschall, yea; Davy, yea. Motion passed. Exited at 7:06 pm. Mayor Michelle Carpenter re-entered the meeting.

Clark moved to approve the Financial Report and Thompson seconded. Roll call reflected: Copeland, yea; Clark, yea; Thompson, yea; Gotschall, yea; Davy, yea. Motion passed.

Thompson moved to pay the bills as presented and seconded by Copeland. Roll call reflected: Copeland, yea; Clark, yea; Thompson, yea; Gotschall, yea; Davy, yea. Motion passed.

As there was no further business Thompson moved to adjourn the meeting, seconded by Clark. All affirmed.



Mayor



Clerk-Treasurer

CHECK REGISTER REPORT - CHECKS ONLY
FROM DATE : 11/24/22 TO DATE : 12/14/22

PAGE: 1
COMPUTER DATE: 12/14/2022 11:39:49 AM

DATE	CHECK # PAY IN #	VEN #	VENDOR NAME RECEIVED FROM	CHECK AMOUNT	PAY IN AMOUNT	ENDING BALANCE	RECORD #
11/28/2022	2542	09021	JOHNKRISTIN Properties LT	750.00		1,813,441.89	21100
11/28/2022	2543	19029	STULL EXCAVATING LLC	419,159.35		1,394,282.54	21101
12/07/2022	2544	02007	BUREAU OF WORKERS COMP.	3,179.00		1,408,502.85	21133
12/07/2022	2545	02987	CNA SURETY	100.00		1,408,402.85	21134
12/07/2022	2546	06000	FP MAILING SOLUTIONS	81.00		1,408,321.85	21135
12/07/2022	2547	07016	GOVERNMENT ACCOUNTING SOL	1,600.00		1,406,721.85	21136
12/07/2022	2548	15011	Ohio Water Develop Author	6,324.13		1,400,397.72	21137
12/07/2022	2549	16031	QUILL	675.83		1,399,721.89	21138
12/07/2022	2550	18999	SCIO NAPA AUTO PARTS	129.98		1,399,591.91	21139
12/07/2022	2551	20018	OHIO EPA/TREAS OF STATE	656.64		1,398,935.27	21140
12/07/2022	2552	20029	TREASURER OF STATE/OPWC	4,488.90		1,394,446.37	21141
12/07/2022	2553	20010	Ronald Thompson II	88.00		1,394,358.37	21142
12/07/2022	2554	20001	TREASURER-STATE OF OHIO	35.00		1,394,323.37	21143
12/14/2022	2555	17006	REESE BEASLEY	88.00		1,393,970.46	21162
12/01/2022	12122	18012	SCIO PAYROLL	10,082.38		1,412,516.78	21131
12/07/2022	12722	20400	UNIFIEDCREDIT	603.30		1,393,720.07	21144
12/08/2022	12822	16014	PAYSTAR	35.00		1,375,227.71	21166
12/09/2022	12922	06000	FP MAILING SOLUTIONS	600.00		1,375,262.71	21165
11/29/2022	112922	03004	COLUMBIA GAS	246.54		1,410,289.40	21120
12/01/2022	121222	18012	SCIO PAYROLL	834.93		1,411,681.85	21132
12/07/2022	126226	06000	FP MAILING SOLUTIONS	269.86		1,388,996.87	21148
12/07/2022	127223	15002	AMERICAN ELECTRIC POWER	3,387.65		1,390,332.42	21145
12/07/2022	127224	19799	T-MOBILE	128.24		1,390,204.18	21146
12/07/2022	127225	22013	FLEET Services	937.45		1,389,266.73	21147
12/07/2022	127227	15002	AMERICAN ELECTRIC POWER	2,799.83		1,386,197.04	21149
				457,281.01	0.00		

Handwritten signature

Scapeland, chr

Handwritten signature

DATE	BANK ACCT #	BANK ACCOUNT NAME	CASH BALANCE
11	1045841	CITIZENS BANK	1,774,216.03
11	10458PAYROLL	CITIZENS BANK PR	0.00
11	4227351786	PNC	0.00
11	6736763	CD # 3	1,024.95
11	6766316	CD # 1	56,112.18
11	8366936	CD # 2	12,317.32
11	90100	BANK ERROR	0.00
11	90200	PAYROLL TO BUDGET ACCT	0.00
11	90300	DEPOSITS NOT POSTED	0.00
		TOTAL CASH BALANCES	1,843,670.48
		TOTAL OUTSTANDING CHECKS	-421,479.73
		TOTAL DEPOSITS IN TRANSIT	408.41
		TOTAL RECONCILED BALANCE	1,422,599.16
		TOTAL COMPUTER FUND BALANCE	1,422,599.16
		RECONCILED DIFFERENCE	0.00

Patty Gotshall

Scopeland

J-Clark

OPEN ITEMS REPORT - ALL ITEMS
NOVEMBER 2022

DATE: 12/01/22 PAGE: 2
COMPUTER DATE 12/1/2022 6:47:54 AM

DATE	CHECK # PAY IN #	VEN #	VENDOR NAME RECEIVED FROM	CHECK AMOUNT	PAY IN AMOUNT
11/28/2022	2543	19029	STULL EXCAVATING LLC	419,159.35	
11/28/2022	2542	09021	JOHNKRISTIN Properties LT	750.00	
11/16/2022	2537	16031	QUILL	173.11	
8/16/2022	2481	01018	AIRGAS USA INC	186.59	
12/21/2021	016446		W/S		408.41
11/30/2021	113021	06000	FP MAILING SOLUTIONS	520.00	
4/7/2021	040721E	03031	CENTRAL PAYMENT	197.86	
10/6/2020	2056	08030	DAVID HAAS	53.82	
9/21/2020	2051	20399	UNIFIED BANK	439.00	
			GRAND TOTALS	421,479.73	408.41

ENTITY NAME : VILLAGE OF SCIO

FUND CASH BALANCE STATEMENT - BY ACCOUNT # REPORTING PERIOD: DEC 2022

PAGE: 1 COMPUTER DATE 12/14/2022 11:40:06 AM

REPORTING YEAR FUND DESCRIPTION	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE	ENCUMBERED AMOUNTS	AVAILABLE BALANCE
A01 GENERAL FUND	387,481.06	133.92	20,365.06	367,249.92	3,814.69	363,435.23 MTD
	401,228.81	201,593.51	235,572.40	367,249.92	3,814.69	363,435.23 YTD
A02 GENERAL FUND CD#1	27,044.38	0.00	0.00	27,044.38	0.00	27,044.38 MTD
	27,018.64	25.74	0.00	27,044.38	0.00	27,044.38 YTD
A03 GENERAL FUND CD#2	252.41	0.00	0.00	252.41	0.00	252.41 MTD
	217.04	35.37	0.00	252.41	0.00	252.41 YTD
A04 GENERAL FUND CD#3	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00 MTD
	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00 YTD
B01 STREET FUND	22,937.06	0.00	1,479.68	21,457.38	0.00	21,457.38 MTD
	16,955.24	28,274.47	23,772.33	21,457.38	0.00	21,457.38 YTD
B02 STATE HIGHWAY	28,382.43	0.00	72.86	28,309.57	150.00	28,159.57 MTD
	20,764.81	8,452.92	908.16	28,309.57	150.00	28,159.57 YTD
B04 PARK FUND	31,788.57	0.00	173.38	31,615.19	171.52	31,443.67 MTD
	32,026.97	7,162.82	7,574.60	31,615.19	171.52	31,443.67 YTD
B05 OPWC EPA FOWLER AVE PROJECT WW	0.00	0.00	0.00	0.00	0.00	0.00 MTD
	0.00	0.00	0.00	0.00	0.00	0.00 YTD
B08 POLICE LEVY	18,921.52	0.00	0.00	18,921.52	0.00	18,921.52 MTD
	15,977.52	5,665.43	2,721.43	18,921.52	0.00	18,921.52 YTD
B09 OWDA WWTP CLARIFIER LOAN	0.00	0.00	0.00	0.00	0.00	0.00 MTD
	0.00	1,377.81	1,377.81	0.00	0.00	0.00 YTD
B10 PERMISSIVE MVL	3,206.41	232.50	0.00	3,438.91	150.00	3,288.91 MTD
	2,265.60	3,143.31	1,970.00	3,438.91	150.00	3,288.91 YTD
B11 COVID RELIEF	0.00	0.00	0.00	0.00	0.00	0.00 MTD
	0.00	0.00	0.00	0.00	0.00	0.00 YTD
B12 AMERICAN RESCUE PLAN ACT	75,301.18	0.00	0.00	75,301.18	0.00	75,301.18 MTD
	37,500.88	37,800.30	0.00	75,301.18	0.00	75,301.18 YTD
B13 WATERLINE REP OPWC ARC EPA STR	0.00	0.00	0.00	0.00	0.00	0.00 MTD
	0.00	419,159.35	419,159.35	0.00	0.00	0.00 YTD
B14 646 STREET PROJECT	0.00	0.00	0.00	0.00	0.00	0.00 MTD
	0.00	0.00	0.00	0.00	0.00	0.00 YTD
C01 TRUCK DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00 MTD
	0.00	0.00	0.00	0.00	0.00	0.00 YTD
D01 OPWC GRANT	-30.82	0.00	0.00	-30.82	0.00	-30.82 MTD
	0.00	0.00	30.82	-30.82	0.00	-30.82 YTD
D03 INCOME TAX/PERM IMPROVE	79,974.63	251.78	1,488.55	78,737.86	0.00	78,737.86 MTD
	150,267.73	53,353.27	124,883.14	78,737.86	0.00	78,737.86 YTD
E01 WATER FUND	466,823.23	7,544.22	20,164.28	454,203.17	10,796.97	443,406.20 MTD
	415,847.31	194,854.72	156,498.86	454,203.17	10,796.97	443,406.20 YTD

Anty Osterall

Scapellato

J-Clark

ENTITY NAME : VILLAGE OF SCIO

FUND CASH BALANCE STATEMENT - BY ACCOUNT #

REPORTING PERIOD: DEC 2022

PAGE: 2

COMPUTER DATE 12/14/2022 11:40:06 AM

REPORTING YEAR FUND	2022 FUND DESCRIPTION	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE	ENCUMBERED AMOUNTS	AVAILABLE BALANCE
E02	SEWER FUND	201,512.00 172,999.58	5,737.63 162,702.90	11,489.06 139,941.91	195,760.57 195,760.57	4,231.73 4,231.73	191,528.84 MTD 191,528.84 YTD
E03	WATER CONTINGENCY	57,518.99 52,831.30	0.00 4,687.69	0.00 0.00	57,518.99 57,518.99	0.00 0.00	57,518.99 MTD 57,518.99 YTD
E08	WATER DEPOSIT FUND	20,486.11 17,925.42	198.74 2,759.43	0.00 0.00	20,684.85 20,684.85	0.00 0.00	20,684.85 MTD 20,684.85 YTD
G01	RUMA ESCROW	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 MTD 0.00 YTD
GRAND TOTAL ALL FUNDS MONTH-TO-DATE		1,422,599.16	14,098.79	55,232.87	1,381,465.08	19,314.91	1,362,150.17 MTD
GRAND TOTAL ALL FUNDS YEAR-TO-DATE		1,364,826.85	1,131,049.04	1,114,410.81	1,381,465.08	19,314.91	1,362,150.17 YTD

PAGE: 1 COMPUTER DATE 12/14/2022 11:40:13 AM

REPORTING YEAR	EXPENSE #	EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARRY OVER AMOUNT	M-T-D EXPENSE	Y-T-D EXPENSE	ENCUMBERED AMOUNT	UNENCUMBERED AMOUNT	PERCENTAGE
2022									
A01-1A-211-0		POLICE WAGES	24,719.00	0.00	0.00	2,205.00	0.00	22,514.00	91.08%
A01-1A-212-0		POLICE BENEFITS	3,800.00	0.00	0.00	575.67	0.00	3,224.33	84.85%
A01-1C-230-0		STREET LIGHTING	27,850.00	0.00	2,799.83	27,225.97	0.00	624.03	2.24%
A01-2B-230-0		COUNTY HEALTH DEPT.	250.00	0.00	0.00	166.16	0.00	83.84	33.54%
A01-7A-211-0		MAYOR & VA WAGES	60,248.59	0.00	1,865.78	27,079.04	0.00	33,169.55	55.05%
A01-7A-212-0		MAYOR & VA BENEFITS	4,700.00	0.00	288.26	4,418.66	0.00	281.34	5.99%
A01-7B-211-0		COUNCIL WAGES	7,625.00	0.00	6,510.00	6,510.00	0.00	1,115.00	14.62%
A01-7B-212-0		COUNCIL BENEFITS	645.00	0.00	498.04	498.04	0.00	146.96	22.78%
A01-7B-240-0		COUNCIL SUPPLIES & MATERIALS	50.00	0.00	0.00	0.00	0.00	50.00	100.00%
A01-7D-211-0		CLERK/TREASURER WAGES	24,970.00	0.00	1,692.82	21,160.25	0.00	3,809.75	15.26%
A01-7D-212-0		CLERK/TREASURER BENEFITS	3,500.00	0.00	261.54	3,269.25	0.00	230.75	6.59%
A01-7D-240-0		ADMIN SUPPLIES & MATERIALS	9,500.00	0.00	285.00	6,808.28	632.25	2,059.47	21.68%
A01-7E-231-0		UTILITIES	15,950.00	0.00	648.79	11,136.28	632.20	4,181.52	26.22%
A01-7E-240-0		LAND/BUILD SUPPLIES & MATERIAL	36,930.00	0.00	0.00	28,667.23	750.00	7,512.77	20.34%
A01-7F-230-0		ELECTION EXPENSE	520.00	0.00	0.00	316.08	0.00	203.92	39.22%
A01-7G-230-0		COUNTY AUDITOR FEE	1,400.00	0.00	0.00	1,207.86	0.00	192.14	13.72%
A01-7H-230-0		DELIQ LAND TAX ADVERT	50.00	0.00	0.00	39.90	0.00	10.10	20.20%
A01-7H-231-0		DEL REAL EST. TAX & COLL. FEES	230.00	0.00	0.00	181.26	0.00	48.74	21.19%
A01-7I-230-0		STATE AUDITOR FEE	2,500.00	0.00	0.00	12.49	0.00	2,487.51	99.50%
A01-7J-211-0		SOLICITOR WAGES	6,360.00	0.00	0.00	5,860.00	0.00	500.00	7.86%
A01-7J-212-0		SOLICITOR BENEFITS	2,000.00	0.00	0.00	1,048.35	0.00	951.65	47.58%
A01-7J-230-1		SOLICITOR CONTRACTUAL SERVICE	1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
A01-7K-211-0		IT-WAGES	3,600.00	0.00	276.30	3,284.14	0.00	315.86	8.77%
A01-7K-212-0		IT-BENEFITS	750.00	0.00	42.68	599.44	0.00	150.56	20.07%
A01-7K-230-0		IT-STATE AUDITOR FEE	350.00	0.00	0.00	0.00	0.00	350.00	100.00%
A01-7K-230-1		IT-SOLICITOR CONTRACT SERV	300.00	0.00	0.00	0.00	0.00	300.00	100.00%
A01-7K-240-0		IT-SUPPLIES/MATERIALS	750.00	0.00	67.47	813.69	0.00	-63.69	-8.49%
A01-7K-250-0		IT-CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A01-7K-272-0		INCOME TAX REFUNDS	200.00	0.00	0.00	17.21	0.00	182.79	91.40%
A01-7K-273-0		PRIOR YEAR REFUND	25.00	0.00	0.00	0.00	0.00	25.00	100.00%
A01-7X-211-0		BONUS COVID 19 WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A01-7X-211-1		PART TIME LABOR WAGES	11,000.00	0.00	0.00	6,612.46	0.00	4,387.54	39.89%
A01-7X-212-0		BONUS COVID 19 BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A01-7X-212-1		PART TIME LABOR BENEFITS	1,450.00	0.00	0.00	1,256.64	0.00	193.36	13.34%
A01-7X-230-0		CONTRACTUAL SERVICE	13,000.00	0.00	406.25	8,215.33	240.00	4,544.67	34.96%
A01-7X-230-2		ENGINEERING SERVICES	13,000.00	0.00	0.00	0.00	0.00	13,000.00	100.00%
A01-7X-240-0		OTHER SUPPLIES & MATERIALS	8,500.00	0.00	600.00	4,476.49	0.00	4,023.51	47.34%
A01-7X-250-0		LEASE CAPITAL OUTLAY	94,771.00	0.00	0.00	6,157.05	0.00	88,613.95	93.50%
A01-7X-251-0		SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A01-7X-271-0		TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A01-7X-272-0		ADVANCE TO BE REIMBURSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A01-7X-273-0		BALANCE CORRECTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A01-7X-999-0		OTHER FINANCIAL USES	98,860.00	0.00	4,122.30	55,754.18	1,560.24	41,545.58	42.02%
GENERAL FUND FUND SUB TOTAL			481,353.59	0.00	20,365.06	235,572.40	3,814.69	241,966.50	50.27%
A02-7X-250-0		CD#1	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A03-7X-250-0		CD#2	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
A03-7X-271-0		TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
GENERAL FUND CD#2 FUND SUB TOT			0.00	0.00	0.00	0.00	0.00	0.00	.00%
A04-7X-250-0		CD#3	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
GENERAL FUND CD#3 FUND SUB TOT			0.00	0.00	0.00	0.00	0.00	0.00	.00%

EXPENSE STATEMENT - BY ACCOUNT #	EXPENSE YEAR	EXPENSE DESCRIPTION	EXPENSE #	EXPENSE	CARRY OVER	M-T-D	Y-T-D	ENCUMBERED	UNENCUMBERED	PERCENTAGE
				AMOUNT	AMOUNT	EXPENSE	EXPENSE	AMOUNT	AMOUNT	
B12-7X-240-0		AMERICAN RESCUE PLAN ACT		75,301.18	0.00	0.00	0.00	0.00	75,301.18	100.00%
B13-7X-250-0		WATERLINE REP OPWC CAP OUT		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B13-7X-250-1		WATERLINE CBGD CAP OUT		323,703.50	0.00	0.00	323,703.50	0.00	0.00	0.00%
B13-7X-251-0		WATERLINE REPL ARC CAP OUT		64,125.00	0.00	0.00	64,125.00	0.00	0.00	0.00%
B13-7X-252-0		WATERLINE REPL EPAOWDA CAP OUT		31,330.85	0.00	0.00	31,330.85	0.00	0.00	0.00%
		WATERLINE REP OPWC ARC EPA STR		494,460.53	0.00	0.00	419,159.35	0.00	75,301.18	15.23%
B14-7X-250-0		646 STREET PRO- ODOT CAP OUT		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B14-7X-251-0		646 STREET PRO- EPA CAP OUT		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B14-7X-252-0		646 STREET PRO- OPWC CAP OUT		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
		646 STREET PROJECT FUND SUB TO		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
C01-7X-261-0		TRUCK PRINCIPLE		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
C01-7X-262-0		TRUCK INTEREST		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
		TRUCK DEBT SERVICE FUND SUB TO		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
D01-5D-250-0		OPWC GRANT		40.00	0.00	0.00	30.82	0.00	9.18	22.95%
		OPWC GRANT FUND SUB TOTAL		40.00	0.00	0.00	30.82	0.00	9.18	22.95%
D03-7I-271-0		TRANSFER TO TRUCK DEBT		12,511.84	0.00	0.00	0.00	0.00	12,511.84	100.00%
D03-7I-271-1		TRANSFER TO WATER LOAN 5022		12,505.33	0.00	0.00	12,505.33	0.00	0.00	0.00%
D03-7K-211-0		WAGES		10,460.00	0.00	829.18	9,856.03	0.00	603.97	5.77%
D03-7K-212-0		BENEFITS		3,000.00	0.00	128.12	1,727.16	0.00	1,272.84	42.43%
D03-7K-230-0		STATE AUDIT FEE		3,000.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
D03-7K-230-1		SOLICITOR CONTRACT SERVICES		500.00	0.00	0.00	0.00	0.00	500.00	100.00%
D03-7K-240-0		IT SUPPLIES & MATERIALS		4,000.00	0.00	531.25	2,242.07	0.00	1,757.93	43.95%
D03-7K-241-0		CREDIT CARD FEES		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
D03-7K-250-0		CAPITAL OUTLAY		123,696.67	0.00	0.00	98,500.91	0.00	25,195.76	20.37%
D03-7K-272-0		INCOME TAX REFUNDS		700.00	0.00	0.00	51.64	0.00	648.36	92.62%
D03-7K-273-0		PRIOR YEAR REFUND		1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
		INCOME TAX/PERM IMPROVE FUND S		171,373.84	0.00	1,488.55	124,883.14	0.00	46,490.70	27.13%
E01-5A-211-1		SUPERINTENDENT WAGES		13,000.00	0.00	923.08	11,224.49	0.00	1,775.51	13.66%
E01-5A-211-2		CLERK WAGES		5,660.00	0.00	467.16	5,500.39	0.00	159.61	2.82%
E01-5A-211-3		METER READER WAGES		1,400.00	0.00	25.00	275.00	0.00	1,125.00	80.36%
E01-5A-211-4		TEMP LABOR WAGES		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5A-211-6		CLERK HELPER WAGES		3,105.00	0.00	240.64	3,008.00	0.00	97.00	3.12%
E01-5A-211-7		LABORER WAGES		63,778.80	0.00	5,391.01	42,299.24	0.00	21,479.56	33.68%
E01-5A-212-1		SUPERINTENDENT BENEFITS		2,000.00	0.00	142.62	1,722.03	0.00	277.97	13.90%
E01-5A-212-2		CLERK BENEFITS		1,100.00	0.00	72.18	1,084.87	0.00	15.13	1.38%
E01-5A-212-3		METER READER BENEFITS		250.00	0.00	3.86	42.46	0.00	207.54	83.02%
E01-5A-212-4		TEMP LABOR BENEFITS		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5A-212-6		CLERK HELPER BENEFITS		580.00	0.00	37.16	464.50	0.00	115.50	19.91%
E01-5A-212-7		LABORER BENEFITS		14,700.00	0.00	920.91	7,342.23	0.00	7,357.77	50.05%
E01-5B-240-0		BILLING SUPPLIES & MATERIALS		1,850.00	0.00	225.63	1,799.20	0.00	50.80	2.75%
E01-5B-241-0		CREDIT CARD CHARGES		1,600.00	0.00	0.00	0.00	0.00	1,600.00	100.00%
E01-5D-250-0		CDBG-CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5D-250-1		HARR CITY GRANT CAP OUTLAY		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5D-250-2		ARC OMEGA GRANT		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5H-243-0		AUTO REPAIR & MAINT		1,200.00	0.00	0.00	1,075.23	0.00	124.77	10.40%

ENTITY NAME : VILLAGE OF SCIO									
EXPENSE STATEMENT - BY ACCOUNT #									
REPORTING PERIOD: DEC 2022			PAGE: 5		COMPUTER DATE 12/14/2022 11:40:14 AM				
REPORTING YEAR	2022	EXPENSE DESCRIPTION	CARRY OVER	APPROPRIATION	M-T-D	Y-T-D	ENCUMBERED	UNENCUMBERED	PERCENTAGE
EXPENSE #			AMOUNT	AMOUNT	EXPENSE	EXPENSE	AMOUNT	AMOUNT	
				1,695,102.06	55,232.87	1,114,410.81	19,314.91	561,376.34	33.12%
		GRAND TOTAL	0.00						

Rule 17 - BILLING AND BILLING DISPUTES

The Village Administrator or his designate shall at least monthly render a bill for the actual amount shown by the meter reading to be due, except estimated bills may be rendered if access to a customer's meter was unobtainable for a timely reading. No consumer or owner of property shall be relieved from an obligation for such fees that may be unpaid through failure of the Water and Wastewater Department to make collections as provided by its rules.

A. Each water service account bill shall represent water used as determined by an actual meter reading, radio frequency transmitted reading or an estimated reading based upon previously used water at the same premises, or a minimum service charge. Estimated readings shall be noted as such on the bill. Bills for each water service account shall be mailed to the customer on a monthly basis. Bills shall be due in full on the 20th. If the bill for service remains unpaid, the arrearage will be added to the next monthly billing. This constitutes a double bill and a Notice for non-payment shall be given with this bill stating that if the full amount due is not paid by the due date, a Late Fee/Termination Notice shall be applied to the account and water furnished by the department shall be shut off on the termination date. If water service is scheduled for termination due to delinquent payment of charges, an additional service charge shall be applied to the bill on the scheduled termination date. Water service shall not be restored until all water, sewer, delinquent service charges and a new deposit are paid in full. A Door Disconnect Notice shall be left at the premises within five days of the due date and prior to service termination. (Addendum 5). Service termination may be completed within 24 to 48 hours after the service disconnect notice has been posted at the residence. A delinquent account shall pay the entire bill in full prior to reconnection of services. Service reconnection shall not be done on weekends or Holidays except in the event of an emergency.

1. All payments to the Water Office shall be in currency, check, or money order. All checks will be accepted subject to collection at the bank. In the event a check is not honored by the bank and is returned for refund, the account to which payment has been credited will be charged a penalty. A deposit will be required from each customer having a dishonored check.

2. If a check has been received by the Water Office that is returned by the bank as a dishonored check, upon notification to the payor (contacted by phone door tag or e-mail) of the return of the dishonored check, the payor shall make restitution on the dishonored check by making payment on the account as soon as possible (within 5 working days) in cash, by cashier's check, or money order. If the dishonored check was for turning water service back on because of termination for nonpayment, the restitution shall be made within 24 hours or the service shall be discontinued for reason of nonpayment without further notice. A deposit will be required from each customer having a dishonored check.

B. Customers must provide to the Water Office an address to which the Village may mail a final water service bill, and must specify a final date which is at least five working days after the date on which the customer notified the Water Office of his desire to have the water service finalized. The Village shall obtain a meter reading and finalize the water service as near as possible to the requested final date. A final bill shall be prepared, mailed and become due 14 days after the final bill date. In no case shall a bill for a fractional part of a billing period be less than the minimum monthly charge if water consumption is used.

C. Payment of water service accounts shall be deferred 30 days where the customer established: an inability to pay a water bill by the date on which such payment is due and that termination of water service 1) would be especially dangerous to the health of consumer at the unit as certified in writing by a physician or 2) make the operation of necessary medical or life-supporting equipment impossible or impractical as certified in writing by a physician. Upon the establishment of either the foregoing conditions (1 or 2) payment shall be deferred entirely for so long as thirty days. At the end of the deferment the customer shall be required to pay the past due bills in full. (Addendum 4)

D. In the event that a customer fails to make payment of a monthly bill by the date it is due (see subsection (a) hereof), the Village may propose to terminate the water service as provided in Rule 18 section f(i).

E. Customers have the right to request and attend a hearing for the purpose of disputing: the amount of any charge assessed by the Village against the water service account of the customer; the amount of any credit accorded by the Village to the customer for prior payment on the water service account of the customer; or the failure of the Village to accord to customer a credit for prior payment on the water service account of the customer. Any such hearing shall be

1st reading on Amendments
Nov 9, 2022

2nd reading
Nov 23, 2022

3rd reading
Dec 14, 2022

- c) In the event the customer has requested a hearing and the hearing officer has ruled in favor of the Village and the customer has failed by the termination date or within five days of the service date of the decision served upon him (whichever is greater) to cure the reason(s) for termination found by the hearing officer.

2. A customer who receives a termination notice is entitled to contest, at a hearing, the validity of the grounds set forth in the termination notice, provided the customer requests a hearing *within four days* of the service date of the termination notice served *upon him / her*. The hearing provided by the Village pursuant to this subsection shall be conducted in accordance with Rule 20.

3. Payment on an account with a dishonored check shall be deemed as nonpayment and shall not alter the scheduled notice of termination of water service if *r restitution is not made*. Payment of a termination notice with a dishonored check will result in the immediate termination of water service. *A deposit will be required from each customer having a dishonored check and the full amount due shall be paid prior to restoration of services.*

- C *Unless the notice requirement is dispensed with by the approval of the Village Administrator or competent authority*, as provided in terminations related to emergencies or voluntary terminations, termination of service will occur with proper notice given to the landowner and adequate opportunity for a hearing before termination. All terminations of service shall be documented by a written work order recording the date, time, and identity of the Water Department employee effectuating termination; such documentation shall be retained in the business file kept by the Village relating to any service address so affected. Water Department employees dispatched to terminate service shall not terminate service until they make a reasonable effort to personally contact the occupants, if any, of each service address affected by termination to (1) advise of the termination and, (2) verify the propriety of the termination. *The Water Department employee shall post a notice to the occupant which shall clearly and conspicuously advise the occupant of:*

1. The date and time of the termination.
2. The service address
3. The account number
4. The reason of termination.
5. If termination is for non-payment, the amount which must be paid, including any charges to have service restored.
6. Location and hours of the Water Office at which payment can be made to obtain restoration.
7. The title, address, telephone number, and hours during which the Water Department Billing Office may be contacted to request a hearing.
8. A residential user of water service at the address to be terminated, and if the customer responsible for paying the water bill does not live at your address, you may avoid termination by paying only the current month's water bill, and agreeing to contract for your own water usage in the future, if the consumer does not owe an outstanding bill to the Water Department Office.
9. A notice that a customer or consumer of water services has the right to a hearing to contest the reasons for the proposed termination, and that if a hearing is requested, the termination will not take place until the hearing process is completed.

These rules shall be complied with by all Water Department employees. Except for emergency terminations, scheduled finals, or scheduled terminations prevented by occupants prior to that date; terminations shall not occur on Friday or any day which precedes a holiday, or any day on which services necessary to restore service is not available. If water service has been terminated or suspended, service shall not be restored except if a responsible adult makes arrangements for the Water Department to check the meter setting, for each service address to be restored to ensure that restoration will not cause damage to the premises. Water service to consumers may be terminated in accordance with subsections B, G and J hereof in the event that it is necessary to conserve water.

- D. A water service account terminates upon the date of the termination of water service and the removal of the meter from the premises, or upon the date that a new water service account for water service to the premises is established by some other person or entity, whichever occurs first.

**VILLAGE OF SCIO
ORDINANCE NO. 22-006**

**AN ORDINANCE SETTING THE WATER and SEWER RATES for the
VILLAGE of SCIO**

WHEREAS, the Council for the Village of Scio, Harrison County, Ohio has determined that it is in the interest of the community and for reasons of safety and welfare of its residents that an ordinance be passed setting the water and sewer rates in the Village of Scio;

THEREFORE, be it ordained by the Council of the Village of Scio as follows:

SECTION 1. This Ordinance repeals and rescinds all other previous Ordinances regulating or setting the water rates within the Village of Scio, specifically including, but not limited to, Ordinance No. 14-004 and 19-003

SECTION 2. The water rates as set forth in Exhibit A attached hereto are adopted, effective January 1, 2023.

SECTION 3. That any changes that the Legislative Authority of the Village wishes to make shall require the passage of a new Ordinance.

SECTION 4. Effective January 1, 2023, and continuing until such rates are modified by further Ordinance, all rates for water/sewer usage shall increase per the following schedule, effective January 1st of each year:

- A. Residential inside Water 4%
- B. Residential inside Sewer 4%
- C. Non-residential inside Water 4%
- D. Non-Residential inside Sewer 4%
- E. Non-Residential outside Water 6.5%
- F. Non-Residential outside Sewer 6.5%
- G. Multi-Use inside Water 4% Metered
- H. Multi-Use outside Sewer 6.5%
- I. Reference Exhibit "A" Village of Scio Water & Sewer Rates for 3,000 gallons and above
- J. Residential outside Water 6.5%
- K. Residential outside Sewer 6.5%
- L. Multi use rate (un-metered) Hilltop Apartments at a flat rate of \$2,133.12 water and \$2,133.12 sewer.

**INSIDE AND OUTSIDE USAGE RATES
FOR RESIDENTIAL, MULTI-USE AND
(INSIDE) NON-RESIDENTIAL**

WATER		WASTEWATER	
1 TO 999	\$1.04	1 TO 999	\$1.04
1000 TO 1999	\$2.08	1000 TO 1999	\$2.08

2000 TO 3000 \$3.12 2000 TO 3000 \$3.12

NON-RESIDENTAL OUTSIDE USAGE RATES

1 TO 999	\$1.07	1 TO 999	\$1.07
1000 TO 1999	\$2.13	1000 TO 1999	\$2.13
2000 TO 3000	\$3.20	2000 TO 3000	\$3.20

OVER 3000 GALLONS, RATE IS BASED ON EVERY
1000 GALLONS OF OVERAGE FOR THAT CLASSIFICATION
(SEE EXHIBIT "A")

SECTION 5. Effective January 1, 2023 and continuing until such rates are modified by further Ordinance, the rate for un-metered water and sewer shall be twice (2x) the base rate set forth herein. This shall be the total bill for water and sewer.

SECTION 6. Disconnect and connection fees shall be as follows:

Turn-on \$40.00

Turn-off fees \$40.00

Emergency/Afterhours/Holiday

Costs shall be billed at actual costs to the Village

Non-Payment

Turn-on \$40.00

Turn-off fees \$40.00

For each additional non-payment turn off/turn on an additional \$20.00 per incident shall be charged as well as the current Turn-on/Turn-off fees of \$40.00 per calendar year.

Services will not be restored until all pending charges are paid in full.

SECTION 7. Effective January 1, 2023 and continuing until such rates are modified by further Ordinance, the rate for Hilltop Apartments shall be charged \$2,133.12 for water and \$2,133.12 for sewer.

SECTION 7. The foregoing Ordinance was adopted and all actions and deliberations of the Village of Scio, Harrison County, Ohio relating thereto were conducted in open meetings to the public in compliance with all applicable legal requirements including Sections 121.22 of the Ohio Revised Code. This ordinance shall take effect and be in force immediately upon its passage and approval by Council and shall become effective upon passage by Council.

Read this __22__ day of November_____, 2022.

Read this __14th__ day of _December_____, 2022.

Passed this __28th__ day of _December_____, 2022.

DATED:

APPROVED:

MAYOR MICHELLE CARPENTER

ATTESTED:

APPROVED AS TO FORM

Heidi L Trice, CLERK-TREASURER

Jack Felgenhauer, SOLICITOR

VILLAGE OF SCIO - EXHIBIT "A"
WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2023 - ORDINANCE (2022-006)

SVC CODE	LOCATION	UTILITY	CLASSIFICATION	DISTRIBUTION BASE RATE	1000 GALS. RATE	2000 GALS. RATE	3000 GALS. RATE	OVER 3000 GALS. RATE PER 1000 GALS.OVERAGE	TABLE
00	INSIDE	WATER	RESIDENTIAL	\$ 34.44	\$ 1.04	\$ 2.08	\$ 3.12	\$ 5.74	00
02	INSIDE	WATER	NON-RESIDENTIAL	\$ 43.62	\$ 1.04	\$ 2.08	\$ 3.12	\$ 5.74	01
03	INSIDE	WATER	MULTI-USE	\$ 43.62	\$ 1.04	\$ 2.08	\$ 3.12	\$ 5.74	01
01	OUTSIDE	WATER	RESIDENTIAL	\$ 45.93	\$ 1.07	\$ 2.13	\$ 3.20	\$ 8.23	02
04	OUTSIDE	WATER	NON-RESIDENTIAL	\$ 64.73	\$ 1.07	\$ 2.13	\$ 3.20	\$ 13.60	03
05	OUTSIDE	WATER	MULTI-USE	\$ 45.93	\$ 1.07	\$ 2.13	\$ 3.20	\$ 8.23	02

SVC CODE	LOCATION	UTILITY	CLASSIFICATION	COLLECTION BASE RATE	1000 GALS. RATE	2000 GALS. RATE	3000 GALS. RATE	OVER 3000 GALS. RATE PER 1000 GALS.OVERAGE	TABLE
00	INSIDE	SEWER	RESIDENTIAL	\$ 34.44	\$ 1.04	\$ 2.08	\$ 3.12	\$ 5.74	00
02	INSIDE	SEWER	NON-RESIDENTIAL	\$ 43.62	\$ 1.04	\$ 2.08	\$ 3.12	\$ 5.74	01
03	INSIDE	SEWER	MULTI-USE	\$ 43.62	\$ 1.04	\$ 2.08	\$ 3.12	\$ 5.74	01
01	OUTSIDE	SEWER	RESIDENTIAL	\$ 47.03	\$ 1.07	\$ 2.13	\$ 3.20	\$ 8.23	02
04	OUTSIDE	SEWER	NON-RESIDENTIAL	\$ 64.73	\$ 1.07	\$ 2.13	\$ 3.20	\$ 13.60	03
05	OUTSIDE	SEWER	MULTI-USE	\$ 47.03	\$ 1.07	\$ 2.13	\$ 3.20	\$ 8.23	02
06			ADM. FEE	\$ 1.00					00

HILLTOP APARTMENTS	44 UNITS @ \$45.36	\$ 3.12 (MIN.)	\$48.48	\$2,133.12	MULTI-USE FLAT UNMETERED RATE
HILLTOP APARTMENTS	44 UNITS @ \$45.36	\$ 3.12 (MIN.)	\$48.48	\$2,133.12	FLAT RATE TABLE 01
UNMETERED WATER	\$91.86	OUTSIDE	FLAT TABLE 02	(2X) BASE RATE	\$45.93
UNMETERED WATER	\$68.88	INSIDE	FLAT TABLE 00	(2X) BASE RATE	\$34.44
UNMETERED SEWER	\$91.86	OUTSIDE	FLAT TABLE 02	(2X) BASE RATE	\$45.93

ORDINANCE NO. 2022-007

APPROVAL AND GRANTING CONSENT TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION AUTHORITY TO, APPLY, MAINTAIN AND REPAIR STANDARD LONGITUDINAL PAVEMENT MARKINGS AND ERECT REGULATORY AND WARNING SIGNS ON STATE HIGHWAYS INSIDE VILLAGE CORPORATE LIMITS. AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATE LIMITS. AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATION.

WHEREAS, the Director of Transportation, under Section 5521.01 of the Revised Code of Ohio, is authorized upon request and approval of the legislative authority of the Village to maintain, repair and apply standard longitudinal pavement marking lines and to erect regulatory and warning signs, as defined in the manual adopted under section 4511.09 of the Revised code on any section of a State Highways within the corporate limits of a village; and

WHEREAS, the Director of Transportation, under Section 5501.41 of the Revised Code of Ohio, may, upon consent of the legislative authority of the Village, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of a Village pursuant to a written agreement to be entered into between the Village and the Department of Transportation of the State of Ohio; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the Village, perform maintenance and/or repair on the State Highways within the corporate limits of the Village pursuant to a written agreement to be entered into between the Village and the Department of Transportation of the State of Ohio; and

WHEREAS, State Highway Nos. SR 151 & SR 646 lie within the Village of Scio, Harrison County; and

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to the application, maintenance and repair of standard longitudinal pavement markings and the erecting of regulatory and warning signs, and may include if an Agreement is entered into, the removal of snow and ice and the use of snow and ice control material on State Highways within the corporate limits of Village

but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets, and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the Village; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of Scio, State of Ohio as follows:

SECTION I: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio for said Department to apply standard longitudinal pavement markings, and to erect regulatory and warning signs on said State Highways in accordance with the standard practices of the Ohio Department of Transportation.

SECTION II: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio, if an agreement is entered into, for said Department to remove snow and ice and use snow and ice control material on any State Highways listed in the agreement in accordance with the standard practices of the Ohio Department of Transportation.

SECTION III: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio, if an agreement is entered into, for said Department to perform certain maintenance and/or repair on any State Highways listed in the agreement in accordance with the standard practices of the Ohio Department of Transportation.

SECTION IV: That the Village Mayor is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material on said State Highways within the corporate limits of the Village and any agreement with ODOT for certain maintenance and/or repair of the State Highways within the corporate limits of the Village.

SECTION V: That the Clerk is hereby directed to furnish the Director of Transportation and the Board of County Commissioners of Harrison, Ohio, with a certified copy of this Ordinance immediately upon execution.

SECTION VI: That this Ordinance shall take effect and be in force at the earliest time allowed by law.

Passed _____, 20____

Attest: _____ Clerk _____ Mayor

CERTIFICATE OF COPY

Village of _____

County of _____ Ohio SS: _____

I, _____, as Clerk of the Village of _____, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the council of said Village on the _____ day of _____, 20____; that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and the certificate of publication thereof are of record in Ordinance Record No. _____, Page _____.

I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

(SEAL) _____ Clerk
Village of _____ Ohio

ACCEPTED AND APPROVED by the Ohio Department of Transportation

_____, Director of Transportation

Date:

ORDINANCE NO. 2022 - 008

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK/TREASURER OF THE VILLAGE OF SCIO, STATE OF OHIO TO ENTER INTO CONTRACT WITH ATTORNEY JACK L. FELGENHAUER FOR SERVICES AS VILLAGE SOLICITOR DURING 2023.

WHEREAS, the Village has determined that there is a need for the provision of Village Solicitor services for the Village of Scio and its Officers; and

WHEREAS, Attorney Jack L. Felgenhauer and the Village have agreed to terms for the provision of said services; and

WHEREAS, this Ordinance shall be into effect upon signature hereto and the contract become effective January 1, 2023 and terminate December 31, 2023;

NOW THEREFORE, be it **ORDAINED** by the Council of the Village of Scio, Ohio, that the Mayor and Village Clerk/Treasurer of the Village be and hereby are, authorized and directed to enter into a contract for legal services with Attorney Jack L. Felgenhauer for the year 2023, pursuant to the terms of said contract being attached hereto as Exhibit A.

Be it further **ORDAINED** that the foregoing Ordinance was adopted and all actions and deliberations of the Village Council of the Village of Scio, Harrison County, Ohio relating thereto, were conducted in meetings open to the public in compliance with all applicable legal requirements including Section 121.22 of the Ohio Revised Code.

This Ordinance hereby is passed upon by a majority vote of a quorum of the Council members and shall become effective upon signature by the Mayor. Otherwise, this ordinance shall become effective at the earliest date provided by law.

Dated: _____

APPROVED:

Mayor

ATTEST:

Village Clerk-Treasurer

Reading 1:

Reading 2:

Reading 3:

CONTRACT FOR EMPLOYMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into this _____ day of December, 2022 by and between the Village of Scio, an Ohio political subdivision, by and through its legislative authority acting in its administrative capacity (hereinafter "Village") and Attorney Jack L. Felgenhauer (hereinafter "Counsel").

WTNESSETH:

WHEREAS, Village, through its legislative authority deems it necessary and does desire to provide a Village Solicitor for the Village in certain specified legal matters, as provided in Ohio Revised Code Section 705.11; and

WHEREAS, Counsel is licensed to practice law in the State of Ohio; and

WHEREAS, it is mutually understood by Village and Counsel that Counsel is employed as an Assistant Prosecutor for Harrison County Ohio wherein potential conflicts of interest may arise, and

WHEREAS, by vote of the Village Council, the Mayor and Village Clerk-Treasurer, were authorized and directed to employ Counsel for legal services on behalf of the legislative authority and pursuant to the terms of this Contract.

THEREFORE, the parties agree as follows:

1. Pursuant to the terms of this contract, Counsel shall be employed by the Village of Scio, State of Ohio to act as legal counsel and attorney for the Village and the officials of its

legislative authority (hereinafter “officers”) in certain specified legal matters, subject to the exceptions set forth below, including providing legal advice and counsel to the Village and its officers in matters relating to their official duties, rendering legal opinions when requested in writing by Village officers, preparing legislation, preparing and reviewing and approving contracts, and other written instruments in which the Village is concerned and shall be the prosecutor in any police, county, or municipal court.

2. Counsel shall not represent the Village or its officers in legal matters involving the levy of taxes, issuance of bonds and adjustment of tax budgets, allocation of tax proceeds, or other matters in conflict with Harrison County or the State of Ohio or other legal matters which Counsel determines in his sole discretion and judgment to be or constitute a conflict of interest.
3. In consideration for the legal services provided herein, Village shall pay Counsel the annual amount of Six Thousand Three Hundred Sixty Dollars and no cents (\$6,360.00) in monthly installments of Five Hundred Thirty Dollars (\$530.00) subject to and reduced by taxes and employee share of PERS. The monthly payments shall be paid on or before the last day of each month without fail.
4. Village agrees to keep its account current as per payment of monthly installments, respond to correspondence from Counsel if appropriate, attend all scheduled appointments and cooperate with Counsel for representation of Village.
5. Village agrees to pay and be responsible for all expenses of representation including, but not limited to, insurance costs, costs related to research, all litigation-related costs including court filing fees, deposition fees, costs of experts and other related costs, postage, including UPS, FedEx, Personal Service, Certified mail, mileage at the IRS rate and similar costs

relating to representing Village. Village is liable to Counsel for all said expenses advanced by Counsel on behalf of Village. Village understands and agrees that interest shall be charged on all unpaid expenses as a rate of one and one-half percent (1½%) per month.

6. Legal matters that include prosecuting or defending, on behalf of the Village, civil complaints, suits, and controversies in which the Village is a party, shall provide for Counsel to be paid at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour.
7. Village agrees that Counsel may, when necessary, retain co-counsel, and counsel agrees that Village will be consulted concerning co-counsel and any fee arrangement with co-counsel prior to retention of co-counsel.
8. Village agrees that in the event any fees and costs are unpaid for more than ten (10) days after receipt of a billing Counsel may, at Counsel's sole discretion, withdraw from representation of Village and do no further work as authorized under the Code of Professional Responsibility and Rules of Court.
9. The duration of this contract is from beginning January 1, 2023 and terminating December 31, 2023.
10. Either party to this agreement may terminate this contract by providing the other party with thirty (30) days advance written notice.
11. Any provision in the contract found to be illegal, unconscionable, or otherwise unenforceable shall be severed without affecting the remainder of the agreement. Further, this contract shall be construed so as to achieve the goals of the parties.
12. This instrument constitutes the entirety of the agreement by and between the parties. Neither party shall be bound by any terms, conditions, or representations, oral or written, not contained within this instrument. Each party acknowledges that in executing this

contract that the executing party has not been induced, persuaded, or motivated by any promise or representation made by the other party unless expressly set forth herein.

IN WITNES WHEREOF, the parties hereto, in the Village of Scio, County of Harrison and State of Ohio, have hereunto set their hands to this instrument, and execution thereof, this ____ day of December, 2022.

By _____
Counsel, Jack L. Felgenhauer

By _____
Mayor

Village Clerk-Treasurer

RESOLUTION 2022-010

WHEREAS, the Mayor and Council are aware that

2023 Temporary Appropriations

Need approved by Fund Department/Activity, and Major Object Level [ORC 5705.38]

And changes forwarded to the Harrison County Auditor, and

WHEREAS, the members of council agree with the figures provided to them therein

Therefore, we hereby adopt

The 2023 Temporary Appropriations (attached) and made a part of Resolution 2022-010
presented on December 14, 2022

Motion by Irish Seconded by Erin

That the Resolution be adopted was carried by the following vote:

Yea 5 Nay 0 Abstentions

Adopted December 14, 2022

Michelle L. Carpenter
Mayor

Clerk/ Treasurer

**Village of Scio Temporary App
Itemized Funds**

for 2023

FUND TYPE/CLASSIFICATIONS	ESTIMATED CASH BALANCE AS OF 12/14/2022	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES	TOTAL AMOUNT AVAILABLE PLUS BALANCES
GENERAL FUND TYPE			
GENERAL FUND	\$395,463	\$201,621	\$597,084
SPECIAL REVENUE FUNDS			
STREET FUND	21,457	28,274	49,731
STATE HIGHWAY FUND	28,310	8,453	36,763
PARK FUND	31,615	7,163	38,778
POLICE LEVY	18,922	5,665	24,587
PERMISSIVE MVL	3,206	2,911	6,117
FUND TOTAL	\$103,510	\$52,466	\$155,976
PROPRIETARY FUND TYPE			
ENTERPRISE FUNDS			
WATER FUND	450,913	191,564	642,477
SEWER FUND	193,580	160,523	354,103
WATER DEPOSITS	20,486	2,561	23,047
FUND TOTAL	\$664,979	\$354,648	\$1,019,627
FIDUCIARY FUND TYPE			
TRUST AND AGENCY FUNDS			
LOCAL INCOME TAX	\$78,486	\$53,101	\$131,587
TOTAL ALL FUNDS	\$1,242,438	\$661,836	\$1,904,274

MAYOR - MICHELLE R. CARPENTER

SIGNATURE -Dec 14,2022

CLERK/TREASURER - HEIDI L. TRICE

SIGNATURE -Dec 14,2022

ARPA FUNDS TOTAL \$75301.18

DECEMBER 14, 2022

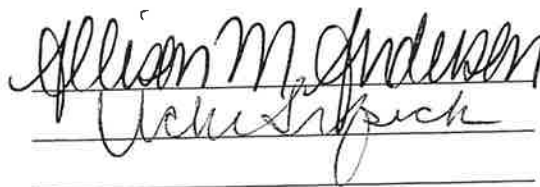
OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of HARRISON County, Ohio, hereby makes the following
Official Certificate of Estimated Resources for the city/village of SCIO
for the BUDGET YEAR beginning January 1st, 2023

FUND	Estimated Unencumbered Balance January 1, 2023	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead Personal Property Tax Exemption	Other Sources	TOTAL
GOVERNMENTAL FUND TYPE	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
General Fund	401,229.00	49,500.00	0.00	14,850.00	8,450.00	87,580.00	561,609.00
Special Revenue Funds	86,782.00	10,350.00	0.00	0.00	2,200.00	51,619.00	150,951.00
Debt Service Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Project Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROPRIETARY FUND TYPE	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Enterprise Funds	606,771.00	0.00	0.00	0.00	0.00	411,326.00	1,018,097.00
Internal Service Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FIDUCIARY FUND TYPE	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
Trust and Agency Funds	150,268.00	0.00	0.00	0.00	0.00	54,602.00	204,870.00
TOTAL ALL FUNDS	1,245,050.00	59,850.00	0.00	14,850.00	10,650.00	605,127.00	1,935,527.00

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date: 11/23/22


Allison M. Andersen
Budget Commission

FUND	Estimated Unencumbered Balance January 1, 2023	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead Personal Property Tax Exemption	Other Sources	TOTAL
PROPRIETARY: ENTERPRISE FUNDS	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX
Water	415,847.00	0.00	0.00	0.00	0.00	238,059.00	653,906.00
Sewer	172,999.00	0.00	0.00	0.00	0.00	171,321.00	344,320.00
Water Deposits	17,925.00	0.00	0.00	0.00	0.00	1,946.00	19,871.00
							0.00
							0.00
TOTAL ENTERPRISE FUNDS	606,771.00	0.00	0.00	0.00	0.00	411,326.00	1,018,097.00
INTERNAL SERVICE FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00
TOTAL INTERNAL SERV. FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FIDUCIARY FUNDS TRUST AND AGENCY FUNDS	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX	XXXXXXXX XXXXXXXX
Income Tax	150,268.00	0.00	0.00	0.00	0.00	54,602.00	204,870.00
TOTAL FIDUCIARY FUNDS	150,268.00	0.00	0.00	0.00	0.00	54,602.00	204,870.00

**VILLAGE OF SCIO
RESOLUTION 2022-011**

**A RESOLUTION AUTHORIZING THE VILLAGE OF SCIO TO
UPDATE THE SOURCE WATER PROTECTION PLAN.**

WHEREAS, The Village of Scio wishes to participate in the Source Water Protection Plan to protect our drinking water and inform our Community of the importance of such a plan.

NOW THEREFORE BE IT RESOLVED by the Scio, Ohio, Village Council as follows:

SECTION 1. That the Village Council authorizes the current Village Administrator and the Ohio EPA to review the correct plan and establish a committee.

SECTION 2. This plan will be approved by the EPA prior to implementation.

SECTION 3. Any additional information provided by the EPA will be included in said Resolution.

Passed on: December 14, 2022


Mayor Michelle Carpenter


Clerk/Treasurer Heidi Trice

Utility Billing
Income Tax
Payroll
EMS Billing
Fund Accounting

Government Accounting Solutions

Council Proposal

October 14, 2022

Village of Scio
Heidi Trice, Clerk/Treasurer
P.O. Box 307
Scio, Ohio 43988

(740) 945-5571

Utility Billing 2.0 Upgrade: N/A - Customer already using current web compatible software.

Terms: Invoiced upon installation of software and completion of remote training.

Online Bill Lookup: We will provide software to upload the village utility billing data to a website. The URL scio.ohiobillpay.com, or similar, will be created for the village. Your utility customers will be able to sign into their account with their credentials and view their bill, balance history, meter readings, and profile information. A link to a payment processor can be provided.

Email Utility Bills: We will provide software to create and send utility statement emails. A link to the web billing portal, and potentially a payment processor, will be added to the emails. An email address from the entity can be used, and if not available, an email address will be provided. Ex. utilities@scio.ohiobillpay.com

Online Work Orders: Employees can log in through the provided portal to view and updated work orders online via web browser.

Support and Maintenance: An additional \$500.00 will be added to your yearly License and Support costs for the web and email server, support, and maintenance.

Disclaimer: Government Accounting Solutions does not provide online payment processing. You will have to contract with a third party that specializes in this area. A list of recommended providers can be furnished upon request.

Utility Billing 2.0 Upgrade for existing customers	N/A
Online Bill Lookup (optional)	1000.00
Email Utility Bills (optional)	1000.00
Online Work Orders (optional)	1000.00
Package Discount x3	-750.00
Total:	\$ 2,250.00

Russell Carn
Sales and Software Development
Government Accounting Solutions
rcarn@gasiohio.com
(740) 833-5191 ext. 5

This proposal is valid for 90 days after proposal date.

Price List

On-site Training

Additional on-site training can be purchased at the rate of \$750/day or \$150/hr. This will include up to 6 hours of comprehensive on-site software training. We also offer free remote installation and training.

Travel Time and Mileage

Travel time and mileage will be billed for extra trips made to the entity. Travel time will be calculated at \$50 per hour. Mileage will be calculated by current federal rate.

Estimate for On-site Time and Travel

Travel is estimated to be 5 hours round trip and 280 miles traveled. On-site time of 2 hrs. Total charge would be approximately \$725.00 with 2 hours on-site.

Remote Training and Support

As a current customer in good standing, all remote training, questions, and software support is included in your current contract. There is no charge for remote assistance.

This proposal is valid for 90 days after proposal date.

Utility Billing
Income Tax
Payroll
EMS Billing
Fund Accounting

Government Accounting Solutions

Council Proposal

October 14, 2022

Village of Scio
Heidi Trice, Clerk/Treasurer
P.O. Box 307
Scio, Ohio 43988

(740) 945-5571

Utility Billing 2.0 Upgrade: N/A - Customer already using current web compatible software.

Terms: Invoiced upon installation of software and completion of remote training.

Online Bill Lookup: We will provide software to upload the village utility billing data to a website. The URL scio.ohiobillpay.com, or similar, will be created for the village. Your utility customers will be able to sign into their account with their credentials and view their bill, balance history, meter readings, and profile information. A link to a payment processor can be provided.

Email Utility Bills: We will provide software to create and send utility statement emails. A link to the web billing portal, and potentially a payment processor, will be added to the emails. An email address from the entity can be used, and if not available, an email address will be provided. Ex. utilities@scio.ohiobillpay.com

Online Work Orders: Employees can log in through the provided portal to view and updated work orders online via web browser.

Support and Maintenance: An additional \$500.00 will be added to your yearly License and Support costs for the web and email server, support, and maintenance.

Disclaimer: Government Accounting Solutions does not provide online payment processing. You will have to contract with a third party that specializes in this area. A list of recommended providers can be furnished upon request.

Utility Billing 2.0 Upgrade for existing customers	N/A
Online Bill Lookup (optional)	1000.00
Email Utility Bills (optional)	1000.00
Online Work Orders (optional)	1000.00
Package Discount x3	-750.00
Total:	\$ 2,250.00

Russell Carn
Sales and Software Development
Government Accounting Solutions
rcarn@gasiohio.com
(740) 833-5191 ext. 5

This proposal is valid for 90 days after proposal date.

Price List

On-site Training

Additional on-site training can be purchased at the rate of \$750/day or \$150/hr. This will include up to 6 hours of comprehensive on-site software training. We also offer free remote installation and training.

Travel Time and Mileage

Travel time and mileage will be billed for extra trips made to the entity. Travel time will be calculated at \$50 per hour. Mileage will be calculated by current federal rate.

Estimate for On-site Time and Travel

Travel is estimated to be 5 hours round trip and 280 miles traveled. On-site time of 2 hrs. Total charge would be approximately \$725.00 with 2 hours on-site.

Remote Training and Support

As a current customer in good standing, all remote training, questions, and software support is included in your current contract. There is no charge for remote assistance.

This proposal is valid for 90 days after proposal date.

The upgraded version of utility billing has the following features and improvements over your current UtilityXP program:

- ✓ **New integrated help system with user defined notes**
 - Each Program has its own help window and entry.
 - User can enter personalized notes on each program.
 -
- ✓ **Average Usage Listing Report**
 - Report details list 12 months of readings/usage for all customers.
 -
- ✓ **List of set up codes and units**
 - Shows all customers, and how they are set up in the software.
 - Helps ensure that all customers are being billed correctly.
 -
- ✓ **Yearly Usage Report**
 - Breakdown of all rate codes with average and total usage and average and total billings, for a selected year.
 - Used often for auditing and grant proposals.
 -
- ✓ **Ability to reprint past bills**
 - Reproduce entire bill print for a previous cycle.
 -
- ✓ **Save and Reprint Billing and Billing Balance Journals**
 - Saves all past journals for reprint, paperless.
 - Aids in auditing process.
 -
- ✓ **Export reports and lists to Microsoft Word and Excel**
 - Export utility information in a format that can be easily sent or saved – helps reduce paper, reports can be emailed to auditors
 -
- ✓ **Export Customer and Balance tables, Aged Balances, and Account Info to Excel**
- ✓ **Batch entry for late charges (can look up previous late charge journals)**
 - Previous late charge journals can be looked up, reduce paper
- ✓ **Individualized notes for bill printing.**
- ✓ **Multi-user login permissions**
 - Allow multiple users to have access with differing security permissions
 -
- ✓ **Automatic Backup/Restore Points**
 - Creates local backups incase a restore point is needed.

- ✓ **View and Reprint Past Billing Journals, Electric Journals, and Billing Balance Journals**
 - Print reports on demand, use less paper.
 - Produce needed reports for auditors.
 -
- ✓ **Additional Improvements to Manual Reading Entry, Wide Screen Support, Search Optimizations, and Usability**
 - Software optimizations, aids in efficiency and usage.
 -
- ✓ **Integration with Web Billing**
 - Customers can view and print their bill online.
 - See their profile, billing and payment history, meter history
 - Reduce office / windows traffic and save employee time.
 -
- ✓ **Integration with Email Billing**
 - Send notices by email, billing, direct customers to online billing.
 - Reduce printing, handling, and postage for sending bills.
 -
- ✓ **Similar Interface**
 - Upgraded software uses a very similar interface to the older software with very little need for training. Current users will already be very familiar with the layout and process.

Terms & Conditions Effective 1-1-2023

From: orders@salchem.com (system@sent-via.netsuite.com)

To: scio1@frontier.com

Date: Tuesday, December 6, 2022 at 09:21 AM EST



800.879.1725

Terms & Conditions 2023

www.salchem.com

SAL Chemical
3036 Birch Drive
800.879.1725
Weirton WV 26062
orders@salchem.com

304.748.8200

General Terms & Conditions – Effective **January 1, 2023**

1. **PRICE PROTECTION.** If Buyer submits substantial evidence in writing that another seller of goods has lawfully offered Buyer goods of equal strength, quality and quantity, and under the same terms and conditions, at a cost lower than the cost hereunder, then prior to negotiation and acceptance of such offer Buyer shall give Seller an opportunity to meet such offer. Seller may either meet such lower cost or permit Buyer to purchase from the other seller the goods so offered. Quantities so purchased shall be deducted from the contract quantity.
2. **CHANGES IN PRICE OR TERMS.** Seller may at any time adjust the price of goods to reflect changes in market prices for raw materials, transportation or energy sources paid by Seller. Such adjustments shall be identified in Seller's invoices and shall take effect without the need for any other notice or action by Seller or Buyer. Adjustments in prices or terms for any other reason may only be made by Seller upon advance written notice to Buyer, and in such instance, (i.e. when Seller has adjusted the price of goods for any reason other than as stated above), Buyer shall be deemed to have consented to the adjustment(s) reflected in such advance written notice unless written rejection of the adjustment(s) is received by Seller within 15 days after the date of dispatch of the advance written notice by Seller. Any such rejection by Buyer shall operate to release Seller from all further obligations to deliver and to permit Buyer to purchase elsewhere until such time as the parties shall have agreed in writing upon adjusted price and/or terms or Seller shall have consented in writing to reestablishment of the last prevailing terms and/or prices. Such adjusted price and/or terms shall apply to all materials shipped hereunder on and after the effective date thereof unless subsequently again adjusted by Seller. In the event Seller is prevented

by any governmental restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate this contract by written notice dispatched 30 days prior to date of termination.

3. **TAXES.** Buyer shall reimburse Seller for all taxes, excise or other charges which Seller may be required to pay to any governmental agency (national, state, provincial or local) upon, or measured by, the sale, production, transportation or use of any of the goods sold hereunder.
4. **FREIGHT TERMS.** With respect to goods sold by Seller on a "freight prepaid" basis, Seller may at any time adjust the price of such goods to reflect any increase or decrease in transportation charges paid by Seller on shipments under this contract. All shipments by seller are FOB origin, unless otherwise noted.
5. **MEANS OF TRANSPORTATION.** Seller may select the most economical means of transportation. If Buyer desires a means of transportation other than that selected by Seller, but satisfactory to Seller, any extra cost incurred by reason of using such other means does not constitute a part of the price and shall be paid separately by Buyer.
6. **TERMS OF PAYMENT.** Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default with respect to any of the terms or conditions of this contract, Seller may, at its option, defer further shipments hereunder until such default be remedied (in which event Seller may elect to extend the contract period for a time equal to that for which shipments were so deferred), or, in addition to any other legal remedy, Seller may decline further performance under this contract. If, in the judgment of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may decline to make further deliveries under this contract except upon receipt, before shipment, of payment in cash or satisfactory security for such payment.
7. **SHIPPING INSTRUCTIONS - DELIVERY RATE.** Buyer shall give Seller definite instructions of quantity desired at least 10 days before the desired delivery date. Seller may decline to ship during any calendar quarter more than a pro rata portion of the contract quantity. Buyer agrees to take delivery in approximately equal monthly quantities. **If less than 85% of a tote / intermediate bulk container off load order is delivered, an "Ordered Quantity Exceeds Tank Capacity" fee may apply. For more details contact Sales or Customer Service.**
8. **WEIGHTS.** Seller's weights and analysis shall govern, except that in case of proven error, adjustment shall be made.
9. **PATENTS.** Seller reserves the right to suspend deliveries hereunder, or to terminate this contract, without liability, if Seller believes that the manufacture and/or sale by Seller, or the sale and/or use by Buyer, of any goods sold hereunder infringes any U.S. Patent now or hereafter issued and under which Seller is not licensed.
10. **WARRANTY:** Limitation of liability. Seller warrants that the goods shall be of merchantable quality. Seller does not make and is not to be held liable for any warranty of fitness for a particular use or purpose or for any other warranty of any kind whatsoever, express or implied, except as set forth in the preceding sentence. Buyer assumes all risks and liability with respect to results obtained by the use of the goods, whether used alone or in a combination with other products. No claim of any kind whatsoever, whether based on breach of warranty, the alleged negligence of seller, or otherwise, with respect to the goods delivered or for failure to deliver any goods shall be greater in amount than the purchase price hereunder of the goods in respect of which damages are claimed, and seller shall not be liable for any incidental or consequential damages. Failure of buyer to give written notice of claim within 30 days after delivery of the goods or the date stated for delivery, as the case may be, shall constitute an irrevocable acceptance of the goods and a waiver by the buyer of all

claims with respect to such goods. Any action for breach of this contract must be commenced within one year after the cause of action has accrued.

11. **CARS, TRUCKS AND BARGES.** Buyer agrees to unload railroad cars, trucks, and barges furnished by Seller within the free time specified by tariffs on file with applicable regulatory bodies and to pay any charges resulting from its failure in this regard. Buyer assumes full responsibility for use and condition of cars, trucks and barges while in Buyer's possession.
12. **WAGE AND HOUR LAW.** Seller certifies that in the manufacture of the goods it will comply with the Fair Labor Standards Act of 1938, as amended.
13. **DEFAULT-WAIVER.** If Buyer fails to perform any of the terms of this contract, the Seller may defer shipments until such failure is made good or may cancel this contract. Seller may terminate this contract if Buyer becomes insolvent, assigns its property for the benefit of creditors or is adjudicated a bankrupt. Either party's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of the contract.
14. **ASSIGNABILITY-CONTINUITY.** Neither party may assign this contract or any right or obligation under this contract without the prior, express written consent of the other party and any purported assignment shall be void and ineffective, but this contract shall be binding upon and inure to the benefit of the successors of the parties hereto.
15. **APPLICABLE LAW-ENTIRETY.** The construction, performance and completion of this contract is to be governed by the laws of the State of West Virginia . To the extent that the contract provisions hereof may vary from the Uniform Commercial Code of the State of West Virginia or any other applicable jurisdiction, the contract provisions hereof shall govern. This contract constitutes the entire agreement between the parties and there are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein. No modification of this contract, except as provided in Paragraph 2 above, shall be of any force or effect unless such modification is in writing and signed by the party to be bound thereby; and no modification shall be affected by the acknowledgment or acceptance of purchase order forms containing or including therewith terms or conditions at variance with those set forth herein.
16. **EXCUSE OF PERFORMANCE.** (a) Neither party is to be liable for delay or failure to perform in whole or part by reason of contingencies beyond its control, whether herein specifically enumerated or not, including among others, Acts of God, force majeure, war, acts of war, terrorism, revolution, civil commotion, riot, acts of public enemies, blockade or embargo, delays of carriers, car shortage, fire, explosion, breakdown of plant, strike, lockout, labor dispute, casualty or accident, earthquake, epidemic, pandemic, flood, cyclone, tornado, hurricane, windstorm, lack or failure of sources of supply of labor, raw materials, power or supplies, or excessive cost thereof, contingencies interfering with the production or with customary or unusual means of transportation of the goods herein described, or with the supply of coal or fuel or of any raw material of which said articles are a product or which may be used in their manufacture, delays of vendors, or, where material covered hereby is not manufactured by Seller, the lack or failure of sources of supply of said materials, or by reason of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any governmental authority, national, state, or local, including court orders, judgments, or decrees, or any other causes whatsoever, whether similar or dissimilar to those above enumerated, beyond the reasonable control of the party. Quantities so affected may be eliminated by the Seller from this contract without liability. (b) If by reason of the foregoing contingencies or of national emergency, the quantities of material covered hereby, or any materials used in the

production thereof reasonably available to Seller, shall be less than its total needs for its own use and for sale, Seller may distribute its available supply among any or all purchasers or its own departments, divisions, or branches, on any basis it deems fair and practical, without liability for any failure to perform this contract which may result therefrom.

17. **WAIVER OF SUBROGATION.** Buyer, for itself and all parties claiming under Buyer, hereby releases and discharges Seller from all hazards, claims and losses covered by insurance or bond, including all deductibles and retained limits, as well as loss or damage in excess of policy limits. It is expressly understood and agreed that no insurer or bonding company or any of their successors or assigns shall have any right of subrogation against Seller or any other right under this agreement or any document issued in connection with the delivery of goods by Seller to Buyer. Buyer will indemnify, protect, defend and hold harmless Seller from and against all liability, without limitation, arising out of or in any manner connected with personal injury, including death, or property loss or damage to Seller or to others arising out of or in any manner connected with the use of the goods sold hereunder by Buyer, its employees, or its invitees, or any act or omission of Buyer, its employees, or its invitees.
18. **MISCELLANEOUS.** The paragraph headings and captions have been inserted for ease of reference only and shall not affect the interpretation hereof. In case any provision of this agreement shall be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be deemed enforceable to the fullest extent allowed by law, and shall not affect the validity, legality or enforceability of any other provisions of this contract.
19. **RESPONSIBLE CARE.** Buyer warrants that the products will not be used, resold, or combined for end uses intended to be toxic or lethal to human beings.

You are subscribed as <scio1@frontier.com>. Click [here](#) to manage your email subscription preferences.

Click [here](#) or reply to this email with 'unsubscribe' in the subject to unsubscribe from this list or if you feel you have received this message in error. This message was sent from SAL Chemical Sal Chemical 3036 Birch Drive Weirton WV 26062-5133 (304) 748-8200. Click [here](#) to report email abuse.



December 1, 2022

Dear Tusky Yard Customer,

Effective January 1, 2023, we will be making the following adjustments to your annual prices for crushed stone purchased from our Tusky location:

<u>SIZE</u>	<u>PRICE PER TON</u>
1	\$33.70
304 02	\$33.70
4	\$33.70
411 02	\$33.70
57W	\$33.70
8	\$33.70
Type D	\$42.68
CGL	\$33.70

Please note: these prices are net, payable within 30 days. A late payment charge of 1½% per month (18% per annum) will be charged on all past due balances and will not be waived, and no discounts will be allowed.

Although in the past it has been our policy to maintain prices on an annual basis, the economic climate may determine a further price adjustment during the year. Should this occur, we will provide your company with substantial notice.

We appreciate your past business and look forward to continuing our partnership.

Sincerely,

Ken Dinwiddie
Group Vice President—Construction Materials
Sales and Marketing

/dml

Capital Improvement Plan: updated /revised: 3/1/2021.

Water Line replacement and paving projects:

Phase I- Second street in between Carrollton St and Eastport street in 2017 (Completed)

The Village will purchase the material and bid the labor work to a local contractor.

Phase II - Second street from Eastport to Custer way alley to encompass all cross street such as schoolhouse junction and masonic way, projected date 2019 for initial planning and cost assessment, engineering and grant possibilities for upgraded line from a four inch to a six-inch line. Project start will be 2020 depending on grant and allocated funds available. (Completed)

Phase III- Proposed engineering and grant feasibility for Eastport street
This would encompass the intersection of SR 151 (Main Street) and Eastport to the intersection of Carrollton street 2020/ 2021 would be the projected period. Extended timeline, this Phase has been reassigned to Phase VI, due to EPA's guidance for Lead service lines.

Phase IV- Maple and Walnut street 2021/2022 (Moved to Phase III)

Engineering and grant proposal for upgrading from a 4-inch main line to a six-inch main line for proper fire coverage and removal of any lead joints, fixtures, and service lines.

Phase V- Eastport street

Eastport from the intersection of West College St to the intersection of Crimm road 2023-2024
Engineering services and grant possibilities, move the existing four-inch water line to the sidewalk area and replace it with a new six-inch line, replace any fire hydrants that are needed.

Phase VI- Brown street / Elm street / Grandview Street from west College St to the Village limit at Cemetery road replace existing line with new C900 plastic, repave as needed.
Proposed for 2024/2025. Reassigned to Phase III due to funding agencies and EPA grant monies for replacing lead service lines.

Update: Phase III will encompass Brown, Maple, Walnut, and Grandview Streets. Change due to Funding and EPA Guidelines on lead service lines.

Lift Station Upgrades:

East Port Lift station

New T6 pump 2017

Proposed second new T6 pump installation in 2019 with new control panel and instruments, well casing inspection (Completed)

College Lift Station

New T6 pump purchase and install in 2018.

Proposed second new T6 pump installation in 2020 with new control panel and well casing inspection. (Completed)

Church St lift station

Currently up to specs / Recommend in 2025 a possible overhaul if needed of existing equipment.
Scheduled for 2025.

Water Treatment plant

-Filter media - Recommend testing on filter media in 2025 to assess its expected shelf life

- Well #1 and #2 - Well cleaning and assessment of pumps and associated equipment to be conducted per manufacturer's guidelines in 2026 (every 7-10 years)
 - Aerator, Tanks, and surface pumps - Condition assessment, maintenance, and service life inspection in summer of 2023 (every 5 years)
 - Water Storage Tank - Inspection and cleaning required in 2022 (every 5 years per EPA guidelines)
 - EZ chemical pumps- Inspected, repaired or replaced every 12 months (estimated cost \$680 per pump)
- The WTP will have 4 pumps in service and 4 spares on hand
- Schedule 80 pipe-Plumbing is rated for 40-year life span at 120 PSI, inspect annually
 - Additional equipment and inspections will be required with the upgrade project in 2018 (WTP upgrade completed November 2018)

Wastewater Treatment plant:

- New T4 pumps installed in 2016 - inspect and possible rebuild in 2024, replace in 2036 (20-year usable life span)
- Clarifiers - In need of new weirs, flights, new chains and possible sprockets (replace every 10-15 years) (Funding for the Clarifier rebuild has been secured March 2021, rehabilitation 2021-2022)
- Digesters- Inspect annually, repair or replace as needed (associated equipment and bubbler)
- Inner and outer oxidation ditches- Repairs done in 2015-2016 / Inspect concrete walls annually, repair as needed. Drain each oxidation ditch every two years for inspection, cleaning, and repair as needed. Alternate between each ditch to ensure both are cleaned and inspected every two years.
- Screw Screen - inspect semiannually. Replace brushes annually or as needed.
- Generators - Inspect annually and service
- 3way Valves - inspect annually
- Inner and outer paddle wheels - estimated life span of 5 yrs before rebuilding is required / recommend one spare on hand for emergency repair if needed

Vehicles:

- WWTP Service Truck - 2005 Chevy 2500 4x2 (bought in 2012)
(Replaced in 2020, recommend next purchase in 2025 on a five-year rotation period)
 - Street Department Truck - 2006 Dodge Ram 2500 4x4 (bought in 2014)
(In service, used for part time and summer youth)
 - Backhoe
 - Plow Truck - 2009 F-450 requires a new bed (bought in 2008)
(*Replaced with a 2019 F450 diesel)
 - Tractor - New 2016 Massey Ferguson 4x4 with brush hog
- A vehicle replacement program is recommended for every 5 years.
- Covid package 2020 F150 4x4

Lawn equipment:

- 2019 Cub cadet zero turn
- 2017 Toro riding lawn mower for the park
- JD diesel mower with new (2018) mower deck
- Zero turn Toro mower - 2014 model
- Small JD lawn mower- 2009 model (Needs replaced)
- Various weed eaters: replaced as needed.

Updated 3/ 14/19 and 3/23/21.

LMI updated survey completed in 2019.

*Phase III and IV have been updated due to EPA guidelines and funding for replacement of Lead service lines. Brown, Maple, Walnut, and Grandview St have been combined to be Phase III. Phase IV and beyond will be reviewed by the Street / water committee for final determination.

Added Requirements to the Capital Improvement plan

-Water lines not captured in original planning: iron Ductile replacement with C909 plastic

Fowler Ave, Church St, Hilltop Dr to include cross connection to Carrollton Street. Third St

cross connection emplacement, Elm Street with cross connection to Grandview St.

-Sanitary service to Hilltop Drive; Proposed 2025/ 2026 to receive feasibility of the project and cost estimates. Require tap fees and resident participation. Encapsulate several homes on East Main St and Utility St during the project scope of work.