

MADISON VILLAGE COUNCIL

May 24, 2021

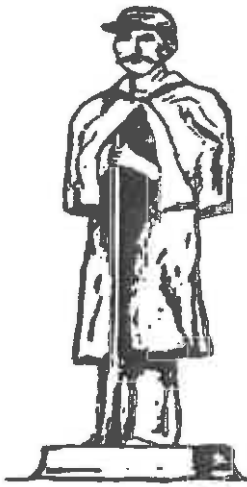
7:00 pm Regular Council Meeting

CALL TO ORDER
PLEDGE OF ALLEGIANCE
MOMENT OF SILENCE
ROLL CALL
PUBLIC HEARING
MINUTES

(from May 10th, 2021 Council Meeting)

FIRST HEARING OF PERSONS BEFORE COUNCIL

(Limited to 5 minutes per guest)



Village of Madison

Mayor

Sam Britton Jr.

Council Members

H.O. Jay Adams

Daniel L. Donaldson

Duane H. Frager

Robert F. Lee

Mark V. Vest

Village Administrator

Dwayne Bailey

Law Director

Joseph P. Szeman

Chief of Police

Troy A. McIntosh

Fiscal Officer

Kristie M. Crockett

Engineer

Eric Haibach

33 E. Main Street

Madison, Ohio

44057

Phone: 440-428-7526

Fax: 440-428-6703

Website:

www.madisonvillage.org

LEGISLATION BEFORE COUNCIL:

- Pay Ordinance: #2448

OLD LEGISLATION: NONE

NEW LEGISLATION:

ORDINANCE NO. 11-2021: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, PART SEVEN – PLANNING AND ZONING, SECTION 4.3(f)(82), TO ALLOW A “RETAIL STORE, MAJOR” AS A CONDITIONALLY PERMITTED USE IN THE B-4, INTERSTATE BUSINESS DISTRICT. (1st Reading)

ORDINANCE NO. 12-2021: AN ORDINANCE ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE VILLAGE OF MADISON A “WATER POLLUTION CONTROL LOAN FUND LOAN AGREEMENT” WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY AND THE OHIO WATER DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY. (1st Reading)

PURCHASE ORDERS AND OTHER APPROVAL PERMITTED BY MOTION:

Amendment needed for Police Charger that was approved at the May 10, 2021 meeting. (Vendor name and address need corrected).

A purchase order to Mosca Design in the amount of \$5,906.66 for 18 new candy cane lights to replace downtown holiday lighted wreaths that are in extremely bad shape. (Already in the 2021 budget)

A purchase order to Gareth's Tree Service in the amount of \$2,700.00 for removal of 3 trees located at Fairview Cemetery. (Already in the 2021 budget)

ADMINISTRATOR'S REPORT

- Engineer's Report
- Fiscal Officer's Report:
- Police Chief's Report:

COMMISSION AND COMMITTEE REPORTS

NEW BUSINESS

FINAL HEARING OF PERSONS BEFORE COUNCIL

(Limited to 5 minutes per guest)

MAYOR'S REPORT

ADJOURNMENT

Upcoming Important Dates/Meeting

Mon. May 31 st	Village Hall Closed – Memorial Day
Thurs. June 3 rd	Outdoor Market 5 – 8 pm
Thurs. June 3 rd	Concerts in the Park 7 – 9 pm
Mon. June 14 th	Council Meeting 7:00 pm
Wed. June 16 th	Fire Board Meeting 7:00 pm
Thurs. June 17 th	Outdoor Market 5 – 8 pm
Thurs. June 17 th	Concerts in the Park 7 -9 pm
Mon. June 21 st	P & Z 7:00 pm
Wed. June 23 rd	Community Social 5 – 8 pm
Thurs. June 24 th	Outdoor Market 5 – 8 pm
Thurs. June 24 th	Concerts in the Park 7-9 pm
Mon. June 28 th	C.O.W. 6:30 pm
Mon. June 28 th	Council Mtg. 7:00 pm

VILLAGE OF MADISON
Regular Council Meeting
May 10, 2021

RECORD OF PROCEEDINGS

Mayor Britton called the meeting to order at 7:00PM.

Mayor Britton invited all in attendance to join in the Pledge of Allegiance to the Flag. Mayor Britton requested that everyone observe a moment of silence. Council Members Mr. Adams, Mr. Donaldson, Mr. Frager, Mr. Lee and Mr. Vest were in attendance. Also in attendance were Administrator Mr. Bailey, Law Director Mr. Szeman, Fiscal Officer Kristie Crockett, Village Engineer Eric Haibach and Chief of Police Troy McIntosh.

PUBLIC HEARING: None

MINUTES

Mayor Britton announced minutes to be approved for the Council Meeting held on April 26, 2021
Motion for approval made by Mr. Vest, seconded by Mr. Adams.

Questions/Discussions – None

Roll call on approval, 5 years. Motion carried.

FIRST HEARING OF PERSONS BEFORE COUNCIL: None

PAY ORDINANCE

Mayor Britton presented Pay Ordinance No. 2447: \$56,131.99 for payroll and \$93,865.54 for current and upcoming expenses, for a total of \$149,997.53.

Motion for approval made by Mr. Lee, seconded by Mr. Frager.

Questions/Discussions – None

Roll call on approval, 5 years. Motion carried.

OLD LEGISLATION:

ORDINANCE NO. 6-2021: AN ORDINANCE ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA (“DORA”) IN MADISON VILLAGE, OHIO PURSUANT TO OHIO REVISED CODE SECTION 4301.82, ENACTING REGULATIONS THEREFOR; AND DECLARING AN EMERGENCY. (3rd Reading)

Motion for passage made by Mr. Vest, seconded by Mr. Donaldson.

Questions/Discussion: Mr. Bailey stated that any person that is participating in the DORA will have a clear solo cup with a sticker on it. The stickers will be dated in order to prevent an individual from reusing the cup. The stickers will be provided to the participating establishments from Madison Village. The participating establishments will be provided with instructions as well.

Roll call on the motion: 5 years. Motion carried.

ORDINANCE NO. 7-2021: AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, SECTION 131.08, TO INCREASE

MAYORAL AND COUNCIL SALARIES IN THEIR RESPECTIVE NEW TERMS OF OFFICE AND TO PROVIDE IN SUBSEQUENT YEARS FIXED PERCENTAGE SALARY INCREASES. (3rd Reading)

A motion for passage was made by Mr. Vest, seconded by Mr. Lee.

Questions/Discussion: Councilman Frager stated that the only portion of the legislation that he is opposed to is the annual increase of one and three quarters percent starting January 1, 2025 through January 2029. He stated that he doesn't think an automatic increase is right because the other employees of Madison Village do not receive an automatic pay increase.

Councilman Lee stated that the retirement credit changes yearly from OPERS (retirement fund). He stated that OPERS changed the minimum amount to qualify for full retirement credit causes the minimum salary amount to go up. Councilman Lee stated that if there was another solution so Council can keep their full month/full year credit towards retirement, he is willing to listen and not push for passage of this legislation. Councilman Frager stated that he does not feel that this legislation is being "steam rolled" or pushed through and this issue has been well documented. He stated that he looks at the position of Councilperson as part time, not full time. He feels that Madison Village is different from the State Legislator, and although they put in an automatic raise, Madison Village does not have to follow suit. He went on to say that not having an adjustment in pay since 2004 is "kind of crazy", however; he feels that there should not be an automatic raise.

Councilman Lee asked if the Madison Township Trustees receive benefits, which Mayor Lee responded yes. Councilman Lee stated they are part time employees and receive benefits.

Councilman Frager reiterated that he believes that Council should receive a pay adjustment because there hasn't been one since 2004, however; he doesn't want to set the bar that this adjustment covers full credit for doing part time work.

Mayor Britton asked if they could come to an agreement with a flat rate that would allow the credit towards retirement. Councilman Lee stated that if the Council pay was increased to \$800.00 a month and take their percentage increase and duplicate this for the Mayor through 2029 that would be a solution instead of an automatic raise. In 2029, this would be reviewed again.

Councilman Adams stated that he agrees with Mr. Frager in that he does not like the automatic raises, however; he feels that this should be looked at sooner than eight years down the road, at the most four years. He stated that he is at the end of his first term and does not like the fact that he would be giving himself a raise. If there is a flat rate, he respects what council is doing and would be in agreement with it.

Councilman Donaldson stated that he feels that anytime Council comes up with an ordinance, especially for compensation, that takes the politics out of it and make it a stable, projectable expense is justifiable. He went on to say that if Council wants to come up with a standard rate, he would vote for it.

Councilman Vest feels that this ordinance is not ready for passage at this time. He feels that more discussion is needed so that council is not divided. He respectfully disagrees with Mr. Frager in that he feels that holding the position of Council is a full-time job. Mr. Vest added that maybe this ordinance should be tabled at this time.

Law Director Szeman stated that the legislation can be tabled and amendments made. However; if the changes are significant, new legislation would be drafted in order to notify the public and err on the side of transparency.

Councilman Lee was thanked for his time and efforts researching the requirements from OPERS.

After much discussion, Councilman Vest rescinded his motion and Councilman Lee rescinded his second.

A motion for Ordinance No. 7-2021 to be tabled was made by Mr. Vest, seconded by Mr. Lee.
Roll call on the motion: 5 yeas. Motion carried.

NEW LEGISLATION:

RESOLUTON NO. 7-2021: A RESOLUTION AUTHORIZING THE FISCAL OFFICER TO PROCEED WITH THE REGIONAL INCOME TAX AGENCY'S MUNICIPAL TAX NON-FILERS SUBPOENA PROGRAM; AND DECLARING AN EMERGENCY. (1st Reading)

A motion for suspension made by Mr. Donaldson, seconded by Mr. Lee.

Questions/Discussion: None

Roll call on the suspension: 5 yeas. Motion carried.

Motion for passage made by Mr. Adams, seconded by Mr. Vest.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

PURCHASE ORDERS AND OTHER APPROVAL PERMITTED BY MOTION:

Chief McIntosh explained that the following purchase orders were previously budgeted in the 2021 budget. In regards to the computers, Chief McIntosh stated that desktops worked better for what the department needs rather than the portability of laptops.

A purchase order to Newbury Technologies Corp. in the amount of \$4,760.00 for the replacement of aging computers & software upgrade for Police Department (3 patrol & Police Chief).

Chief McIntosh stated that two of the computers are from 2011, one is from 2014 and the fourth one is an additional computer because they have an additional work space. The price includes monitors, software and installation.

Motion for passage made by Mr. Donaldson, seconded by Mr. Lee.

Questions/Discussion: None

Roll call on the suspension: 5 yeas. Motion carried.

Motion for passage made by Mr. Adams, seconded by Mr. Vest.

A purchase order to Newbury Technologies Corp. in the amount of \$2,565.00 for the replacement of Mayor's Court computers & software upgrade.

Chief McIntosh stated that this will replace two computers and monitors, one from 2011 and the other from 2012.

Motion for approval made by Mr. Vest, seconded by Mr. Adams.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

A purchase order to Statewide Ford Lincoln in the amount of \$42,000.00 for a 2021 Dodge Charger – Police Package for MVPD.

Chief McIntosh stated that this is for the new cruiser, which was previously budgeted in the 2021 budget. He stated that this vehicle is priced a bit higher than the last Dodge Charger that was

purchased due to the price increase for the vehicle, this one will have more equipment and is all wheel drive.

He is hopeful that the car will be delivered by this fall.

Motion for approval made by Mr. Vest, seconded by Mr. Donaldson.

Questions/Discussion: None

Roll call on the motion: 5 yeas. Motion carried.

ADMINISTRATOR'S REPORT:

➤ **Engineer's report –**

Mr. Haibach had to leave the meeting. In his absence Administrator Bailey provided his report. He reported that they have wrapped up the Traffic Impact Study for Love's and Sheetz. They have the analytics for dividing the cost of the signalization project and will be getting these details to the individual developers and our Law Director so that the Development Agreement can be put together for the funding for the signals. He stated that each developer will be responsible for their own restriping to create turn lanes, which will be required immediately.

The signalization project will be designed by the Madison Village Engineer and will be turned over to ODOT for the bidding and installation process.

He reported that the sanitary sewer interconnect project is still in the process of permitting with the EPA.

In regards to the OPWC applications that were submitted, he reported that unfortunately they were not picked up. However; two of them were referred to small government. These were the paving for West Parkway and Davie Court. The primary project was Hyder Drive, so that will have to be reformulated to see what can be done without the OPWC funding and still stay within budget for this year.

➤ **Fiscal Officer's report –**

Mrs. Crockett thanked Council for passing the resolution to proceed with RITA's Non-Filers Subpoena Program.

➤ **Police Chief's report -**

Chief McIntosh reported that he met with our IT provider, after some investigating and testing, they were able to get their upload and download speeds increased by five or six times than what it was previously running at.

He reported that National Police Week runs from May 9 – May 15, 2021.

In regards to training, Officer Cudnik is currently at a four-day field training Officers' school that is being held in Willoughby, Ohio.

A brief discussion took place regarding the next vehicle purchase for the department.

In closing, he reported that a Safety Committee meeting has been scheduled for Tuesday May 25, 2021. One of the topics to be discussed will be the upcoming efforts to complete the next Collective Bargaining Agreement.

➤ **Administrator's report –**

Administrator Bailey thanked Council for passing the “DORA” legislation.

He reported that June 3, 2021 will be the first outdoor market as well as the first concert in the park. At that time the “DORA” will be in place so he is looking forward to making the town square a nice entertainment area.

He reported that Great Lakes Power is moving along. He has been assisting them with some items with the EPA. He is anticipating a ground breaking for Great Lakes Way in the near future.

Councilman Adams stated that he has had several people question him about the guardrail on Union Street as to why it is painted black and it appears that it doesn't have any type of reflectors on it. Mr. Bailey will notify the road department and have them put reflectors on it.

COMMISSION AND COMMITTEE REPORTS:

Councilman Vest reported that there will be a live Fire Board Meeting on May 19, 2021 at 7:00 pm located at Station 3.

FINAL HEARING OF PERSONS BEFORE COUNCIL:

Bill DeBus (News Herald Reporter) asked for clarification regarding the Opti-Com system.

NEW BUSINESS

Mayor's Report: -

Mayor Britton announced that they will be starting the summer meeting schedule in June.

ADJOURNMENT

Motion to adjourn at 8:04 pm made by Mr. Vest, seconded by Mr. Lee.

Roll call on adjournment, 5 yeas. Meeting adjourned.

Sam Britton Jr., Mayor

Mark V. Vest Council President

DATE

Attested:

Kristie M. Crockett, Fiscal Officer

DATE

PAY ORDINANCE 2448

An Ordinance to Pay Certain Claims Therein Mentioned:

Be it Ordained by the Court of the Village of Madison, Ohio, as follows:

Sec. 1- That the following described claims be allowed, and paid from their respective funds:

Payroll:	\$ 57,357.08
Payables:	\$ 47,025.80

Grand Total for Pay Ordinance 2448	\$ 104,382.88
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And the Fiscal Officer is hereby authorized and directed to draw a warrant for the several amounts designated above. Upon the receipt of proper vouchers for the same

Sec. 2 - This ordinance shall take effect and be in full force from and after its passage.

Passed this 24th day of May, 2021.

Kristie M. Crockett,
Fiscal Officer

Sam Britton Jr.,
Mayor

Payment Listing

5/8/2021 to 5/21/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
307-2021	05/14/2021	05/13/2021	EP	KELLY L ANDERSON	\$1,036.00	0
308-2021	05/14/2021	05/13/2021	EP	ANTHONY ANZELC	\$374.51	0
309-2021	05/14/2021	05/13/2021	EP	CAROL BILLETTER	\$1,071.66	0
310-2021	05/14/2021	05/13/2021	EP	SUSAN L. BRITTON	\$157.50	0
311-2021	05/14/2021	05/13/2021	EP	RICHARD BROOKS	\$309.45	0
312-2021	05/14/2021	05/13/2021	EP	JASON L. CHAPMAN	\$2,021.06	0
313-2021	05/14/2021	05/13/2021	EP	DOUGLAS M. COVERT	\$1,643.16	0
314-2021	05/14/2021	05/13/2021	EP	KRISTIE M. CROCKETT	\$1,382.44	0
315-2021	05/14/2021	05/13/2021	EP	GABRIELLE E CROUCH	\$441.99	0
316-2021	05/14/2021	05/13/2021	EP	JESSE A CUDNIK	\$1,353.03	0
317-2021	05/14/2021	05/13/2021	EP	JENNIFER GAMIERE	\$1,280.09	0
318-2021	05/14/2021	05/13/2021	EP	RICHARD GIFFIN SR.	\$1,641.25	0
319-2021	05/14/2021	05/13/2021	EP	KRISTINE N. GRAFTON	\$927.01	0
320-2021	05/14/2021	05/13/2021	EP	SCOTT GUBANYAR	\$1,028.35	0
321-2021	05/14/2021	05/13/2021	EP	JANNELLE M JIROUSEK	\$1,147.69	0
322-2021	05/14/2021	05/13/2021	EP	MELISSA KIRK	\$458.40	0
323-2021	05/14/2021	05/13/2021	EP	CHRISTOPHER MILLER	\$1,027.20	0
324-2021	05/14/2021	05/13/2021	EP	DOUGLAS J PINKNEY	\$658.56	0
325-2021	05/14/2021	05/13/2021	EP	COLIN SCHULTZ	\$1,416.76	0
326-2021	05/14/2021	05/13/2021	EP	MICHAEL J THIES	\$30.26	0
327-2021	05/14/2021	05/13/2021	EP	ROBERT A WRANSKY	\$890.75	0
330-2021	05/17/2021	05/17/2021	EW	IRS	\$4,060.35	0
331-2021	05/17/2021	05/17/2021	EW	OHIO DEPARTMENT OF TAXATION	\$2,332.59	0
332-2021	05/17/2021	05/17/2021	EW	RITA	\$1,113.21	0
333-2021	05/17/2021	05/17/2021	EW	RITA	\$155.21	0
334-2021	05/17/2021	05/17/2021	EW	State of Ohio - Geneva School Tax	\$141.69	0
335-2021	05/17/2021	05/17/2021	EW	State of Ohio - School Tax	\$105.90	0
337-2021	05/21/2021	05/20/2021	EW	OHIO POLICE & FIRE PENSION FUND	\$9,046.14	0
338-2021	05/20/2021	05/20/2021	EW	OHIO PUBLIC EMPLOYEES RETIREMENT S	\$11,702.08	0
21415	05/14/2021	05/13/2021	PR	DWAYNE BAILEY	\$563.45	0
21416	05/14/2021	05/13/2021	PR	DWAYNE BAILEY	\$2,163.95	0
21417	05/14/2021	05/13/2021	PR	JAMES BORSI	\$984.66	0
21418	05/14/2021	05/13/2021	PR	TROY A MCINTOSH	\$1,906.17	0
21419	05/14/2021	05/13/2021	PR	MICHAEL JOSEPH SMITH	\$1,128.30	0
21420	05/17/2021	05/17/2021	PR	DOUGLAS J PINKNEY	\$539.61	0
21422	05/17/2021	05/17/2021	WH	OHIO CHILD SUPPORT PAYMENT CENTRA	\$231.65	0
21423	05/17/2021	05/17/2021	WH	OHIO PUBLIC EMPLOYEES DEFERRED CO	\$885.00	0
Total Payments:					\$57,357.08	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$57,357.08	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

2448
2021 Payroll - Overtime Worked
PPE 05/08/2021 Paydate 05-14-2021

POLICE	Reg OT Hours For This Pay	Reg. OT YTD	Holiday OT Hours For This Pay	Holiday OT YTD	NOTES
Doug Covert	0.50	10.00		8.00	4/30 Late assignment
Jesse Cudnik	5.00	64.00		30.00	4/27 Late assignment (1.0), 4/28 Shift covg (1.5), 5/7 OVI (2.5)
Jennifer Gamiere	2.00	52.00		28.00	4/26 Shift Coverage
Scott Gubanyar		0.25		10.00	
Garrett Leonbruno		1.00		0.00	
Ian Mussell		0.00		7.00	
Brent Russ		0.00		0.00	
Colin Schultz		0.00		22.00	
Mike Smith	4.00	8.00		19.00	5/1 Shift covg (2.0), 5/8 Shift Covg (2.0)
Curt Svagerko		1.00		0.00	
Michael Thies		0.00		0.00	
Robert Wransky	0.50	4.75		0.00	4/27 Court
POLICE TOTAL:	12.00	141.00	0.00	124.00	

M&R	NOTES				
Jason Chapman	15.50	204.00	Stick Pickup week, Cemetery/Burials		
Rich Giffin	10.50	225.50	Stick Pickup week, Cemetery/Burials		
Josh Pinkney	8.00	151.50	Stick Pickup week		
M&R TOTAL:	34.00	581.00			

WATER/SEWER					
Chris Miller	6.00	78.50	Plant Checks		
Jannelle Jirousek	11.00	138.50	Plant Check, Stick pickup assist		
WATER/SEWER TOTAL:	17.00	217.00			

ADMIN					
		0.00			
ADMIN TOTAL	0.00	0.00			

2021 TOTALS (in hours)	Regular OT This Pay	Regular OT YTD	Holiday OT This Pay - P.D.	Holiday OT YTD - P.D.	Total 2021 Overtime Hours Paid YTD including PD Holidays
	63.00	939.00	0.00	124.00	1063.00

COMPARE: 2020 Totals (in hours)	Regular OT This Pay	Regular OT YTD	Holiday OT This Pay - P.D.	Holiday OT YTD - P.D.	Total Overtime Hours Paid YTD 2020 including PD Holidays
	24	770	0	138.5	908.5

COMPARE: 2019 Totals (in hours)	Regular OT This Pay	Regular OT YTD	Holiday OT This Pay - P.D.	Holiday OT YTD - P.D.	Total Overtime Hours Paid YTD 2019 including PD Holidays
	57	749.75	0	133	882.75

Payment Listing

5/8/2021 to 5/21/2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
305-2021	05/10/2021	05/10/2021	CH	ANDOVER BANKING CENTER	\$182.87	O
336-2021	05/11/2021	05/20/2021	CH	UNITED STATES POSTAL SERVICE	\$1,000.00	O
21421	05/17/2021	05/17/2021	AW	KRISTIE CROCKETT	\$217.90	O
21424	05/20/2021	05/20/2021	AW	AGILE SIGN & LIGHTING MAINTENANCE IN	\$3,125.00	O
21425	05/20/2021	05/20/2021	AW	ALVORD'S YARD & GARDEN	\$607.98	O
21426	05/20/2021	05/20/2021	AW	AVALON PEST CONTROL SVCS	\$39.00	O
21427	05/20/2021	05/20/2021	AW	CARTER LUMBER	\$103.71	O
21428	05/20/2021	05/20/2021	AW	CASHEN	\$410.00	O
21429	05/20/2021	05/20/2021	AW	COVERALL NORTH AMERICA INC	\$525.00	O
21430	05/20/2021	05/20/2021	AW	CT CONSULTANTS	\$37,045.04	O
21431	05/20/2021	05/20/2021	AW	CULLIGAN OF NORTHEAST OHIO	\$57.00	O
21432	05/20/2021	05/20/2021	AW	DIGITAL IMAGING SPECIALIST	\$438.89	O
21433	05/20/2021	05/20/2021	AW	GENEVA HARDWARE INC.	\$79.51	O
21434	05/20/2021	05/20/2021	AW	HEMLY TOOL SUPPLY, INC.	\$129.48	O
21435	05/20/2021	05/20/2021	AW	ILLUMINATING COMPANY	\$408.33	O
21436	05/20/2021	05/20/2021	AW	JIM DOHERTY TRUCKING, INC.	\$162.00	O
21437	05/20/2021	05/20/2021	AW	LAKE COUNTY DEPT OF UTILITIES	\$203.40	O
21438	05/20/2021	05/20/2021	AW	MADISON VILLAGE WATER/SEWER	\$14.19	O
21439	05/20/2021	05/20/2021	AW	NAPA AUTO PARTS	\$28.56	O
21440	05/20/2021	05/20/2021	AW	NEWBURY TECHNOLOGIES	\$1,119.50	O
21441	05/20/2021	05/20/2021	AW	THE NEWS HERALD	\$80.75	O
21442	05/20/2021	05/20/2021	AW	OSBORNE CONCRETE AND STONE	\$190.89	O
21443	05/20/2021	05/20/2021	AW	PLANTS"R"US	\$130.00	O
21444	05/20/2021	05/20/2021	AW	SPECTRUMVoIP	\$110.42	O
21445	05/20/2021	05/20/2021	AW	VERIZON WIRELESS	\$246.50	O
21446	05/20/2021	05/20/2021	AW	WINDSTREAM	\$204.95	O
21447	05/20/2021	05/20/2021	AW	BRICK & STONE PROPERTIES	\$33.43	O
21448	05/20/2021	05/20/2021	AW	JAELYN THORTON	\$90.38	O
21449	05/20/2021	05/20/2021	AW	ESTATE OF LOIS CHIARENZA	\$41.12	O
Total Payments:					\$47,025.80	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$47,025.80	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Payment Register Detail

5/8/2021 to 5/21/2021

Payment Advice #: 305-2021
 Vendor / Payee: ANDOVER BANKING CENTER
 Type: Accounting Electronic Payment
 Purpose:

Status: Outstanding
 Post Date: 05/10/2021
 Transaction Date: 05/10/2021
 Original Amount: \$182.87

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		MERCHANT FEES - GENERAL	\$59.50	\$59.50	
1.00		MERCHANT FEES - UTILITIES	\$123.37	\$123.37	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/10/2021	05/10/2021	CH	BC 13-2021	1000-790-399-1075	Other - Other Contractual Services(CREDIT CARD FEE'S)	\$182.87	O
						<u>\$182.87</u>	

Payment Advice #: 336-2021
 Vendor / Payee: UNITED STATES POSTAL SERVICE
 Type: Accounting Electronic Payment
 Purpose:

Status: Outstanding
 Post Date: 05/11/2021
 Transaction Date: 05/20/2021
 Original Amount: \$1,000.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		POSTAGE METER REFILL	\$1,000.00	\$1,000.00	5.11.2021

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/11/2021	05/20/2021	CH	PO 9-2021	1000-710-322-0000	Postage	\$100.00	O
05/11/2021	05/20/2021	CH	PO 9-2021	1000-720-322-0000	Postage	\$35.00	O
05/11/2021	05/20/2021	CH	PO 9-2021	1000-790-322-0000	Postage	\$115.00	O
05/11/2021	05/20/2021	CH	PO 9-2021	5101-531-322-0000	Postage	\$375.00	O
05/11/2021	05/20/2021	CH	PO 9-2021	5201-541-322-0000	Postage	\$375.00	O
						<u>\$1,000.00</u>	

Payment Advice #: 21421
 Vendor / Payee: KRISTIE CROCKETT
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/17/2021
 Transaction Date: 05/17/2021
 Original Amount: \$217.90

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	REIMBURSE	POSTAGE MACHINE INK CARTRIDGE PURCHASED	\$217.90	\$217.90	5.14-2021

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/17/2021	05/17/2021	AW	BC 14-2021	1000-790-410-0000	Office Supplies and Materials	\$217.90	O
						<u>\$217.90</u>	

Payment Advice #: 21424
 Vendor / Payee: AGILE SIGN & LIGHTING MAINTENANCE INC
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$3,125.00

Detail

Payment Register Detail

5/8/2021 to 5/21/2021

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		REPLACEMENT OF 6 LIGHT MODULES AND TEMP SENSOR ON SENIOR CEI	\$2,550.00	\$2,550.00	
1.00		2 HOURS OF SERVICE WORK (TRIP 1)	\$230.00	\$230.00	
1.00		3 HOURS OF SERVICE WORK FOR REPLACEMENT	\$345.00	\$345.00	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 74-2021	9902-881-300-2950	Contractual Services(FUNDRASERS SR. CTR.)	\$3,125.00	O
						\$3,125.00	

Payment Advice #: 21425
 Vendor / Payee: ALVORD'S YARD & GARDEN
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$607.98

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	CEMETER	STIHL III RX WEED TRIMMER	\$303.99	\$303.99	196782
1.00	SEWER PI	STIHL III RX WEED TRIMMER	\$303.99	\$303.99	196782

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 92-2021	2031-240-440-0000	Small Tools and Minor Equipment	\$303.99	O
05/20/2021	05/20/2021	AW	PO 92-2021	5201-549-440-0000	Small Tools and Minor Equipment	\$303.99	O
						\$607.98	

Payment Advice #: 21426
 Vendor / Payee: AVALON PEST CONTROL SVCS
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$39.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR C	PEST CONTROL	\$39.00	\$39.00	78377

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 58-2021	2901-390-431-0000	Repairs and Maintenance of Buildings and Land	\$39.00	O
						\$39.00	

Payment Advice #: 21427
 Vendor / Payee: CARTER LUMBER
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$103.71

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	CONDUIT, 1X6X8, 1X4X8, 90ELB 3/4 BELL	\$51.61	\$51.61	68778829
1.00	SEWER	4X10 PVC DWV PIPE	\$19.56	\$19.56	68777850
1.00	DANA'S P/	FLIP COVER, PVC SWITCHES, CONDUIT ADAPT 1/2, TERMLNAL ADAPT 1/2	\$32.54	\$32.54	68779166

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
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Payment Register Detail

5/8/2021 to 5/21/2021

05/20/2021	05/20/2021	AW	BC 112-2021	1000-320-420-0000	Operating Supplies and Materials	\$32.54	0
05/20/2021	05/20/2021	AW	BC 137-2021	2011-620-420-0000	Operating Supplies and Materials	\$51.61	0
05/20/2021	05/20/2021	AW	BC 98-2021	5201-549-420-0000	Operating Supplies and Materials	\$19.56	0
						<u>\$103.71</u>	

Payment Advice #: 21428
 Vendor / Payee: CASHEN
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$410.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		2.5 YDS FOR CEMETERY FOOTERS	\$410.00	\$410.00	36181

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 37-2021	2031-240-420-0000	Operating Supplies and Materials	\$410.00	0
						<u>\$410.00</u>	

Payment Advice #: 21429
 Vendor / Payee: COVERALL NORTH AMERICA INC
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$525.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		CLEANING SERVICE	\$525.00	\$525.00	5020367197

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 24-2021	1000-790-390-0211	Other Contractual Services(CLEANING SERVICE)	\$70.36	0
05/20/2021	05/20/2021	AW	PO 96-2021	1000-790-390-0211	Other Contractual Services(CLEANING SERVICE)	\$55.80	0
05/20/2021	05/20/2021	AW	PO 51-2021	2903-110-390-0211	Other Contractual Services(CLEANING SERVICE)	\$398.84	0
						<u>\$525.00</u>	

Payment Advice #: 21430
 Vendor / Payee: CT CONSULTANTS
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$37,045.04

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		RETAINER	\$1,100.00	\$1,100.00	210072-1
1.00		20.0 HOURS GENERAL SERVICES	\$2,812.59	\$2,812.59	21007201-1
1.00		SANITARY SEWER INTERCONNECT PROJECT - ENGINEERING	\$31,831.80	\$31,831.80	190520-9
1.00		LOAN PREP FOR WPCLF NOMINATION	\$1,300.65	\$1,300.65	180662-10

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 10-2021	1000-790-346-0000	Engineering Services	\$3,912.59	0
05/20/2021	05/20/2021	AW	PO 97-2021	5702-800-560-0026	Utility Distribution Systems(EPA BOND-WASTEWATER)	\$1,300.65	0
05/20/2021	05/20/2021	AW	PO 54-2021	5702-800-560-0026	Utility Distribution Systems(EPA BOND-WASTEWATER)	\$3,819.12	0
05/20/2021	05/20/2021	AW	PO 97-2021	5702-800-560-0026	Utility Distribution Systems(EPA BOND-WASTEWATER)	\$28,012.68	0

Payment Register Detail

5/8/2021 to 5/21/2021

\$37,045.04

Payment Advice #: 21431
 Vendor / Payee: CULLIGAN OF NORTHEAST OHIO
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$57.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		WATER COOLER RENTAL AND FILTRATION	\$57.00	\$57.00	458588

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 2-2021	2901-390-319-0375	Other - Utilities(WATER COOLER}	\$22.00	O
05/20/2021	05/20/2021	AW	PO 98-2021	2901-390-319-0375	Other - Utilities(WATER COOLER}	\$35.00	O
						\$57.00	

Payment Advice #: 21432
 Vendor / Payee: DIGITAL IMAGING SPECIALIST
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$438.89

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
5,245.00	ADMIN	B/W COPIES	\$0.01	\$47.20	51021
3,302.00	ADMIN	COLOR COPIES	\$0.08	\$260.86	51021
1,762.00	P.D.	B/W COPIES	\$0.01	\$15.86	51021
619.00	P.D.	COLOR COPIES	\$0.08	\$48.90	51021
484.00	SENIOR C	B/W COPIES	\$0.01	\$4.36	51021
781.00	SENIOR C	COLOR COPIES	\$0.08	\$61.70	51021

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 129-2021	1000-790-420-0000	Operating Supplies and Materials	\$308.07	O
05/20/2021	05/20/2021	AW	BC 56-2021	2901-390-420-0000	Operating Supplies and Materials	\$66.06	O
05/20/2021	05/20/2021	AW	BC 69-2021	2903-110-420-0000	Operating Supplies and Materials	\$64.76	O
						\$438.89	

Payment Advice #: 21433
 Vendor / Payee: GENEVA HARDWARE INC.
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$79.51

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	PARKS	SPRAY PAINT, SAND DISCS, CUTOFF WHEEL, GFCI RECEPTACLE, GRIND V	\$79.51	\$79.51	2105-098749

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 112-2021	1000-320-420-0000	Operating Supplies and Materials	\$79.51	O
						\$79.51	

Payment Register Detail

5/8/2021 to 5/21/2021

Payment Advice #: 21434
 Vendor / Payee: HEMLY TOOL SUPPLY, INC.
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$129.48

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	OUTLET BOX, ACCESS FITTING, BLANK COVER, WIRE CONNECTOR, PVC	\$15.43	\$15.43	2105-042233
1.00	M&R	12 PK BRN JERSEY, SWITCH BOX, OUTLET, ADAPTER, LK SPR SNP 5/16, S	\$114.05	\$114.05	2105-041796

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 137-2021	2011-620-420-0000	Operating Supplies and Materials	\$129.48	O
						<u>\$129.48</u>	

Payment Advice #: 21435
 Vendor / Payee: ILLUMINATING COMPANY
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$408.33

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	ADMIN	110 109 282 233	\$92.64	\$92.64	
1.00	PD	110 106 751 089	\$122.89	\$122.89	
1.00	PD	110 106 745 349	\$163.02	\$163.02	
1.00	TRAFFIC L	110 067 907 052	\$15.92	\$15.92	
1.00	TRAFFIC L	110 068 973 830	\$13.86	\$13.86	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 4-2021	1000-710-311-0000	Electricity	\$92.64	O
05/20/2021	05/20/2021	AW	PO 4-2021	1000-790-311-1005	Electricity(TRAFFIC LIGHTS)	\$29.78	O
05/20/2021	05/20/2021	AW	PO 4-2021	2803-110-311-0000	Electricity	\$218.12	O
05/20/2021	05/20/2021	AW	PO 88-2021	2803-110-311-0000	Electricity	\$67.79	O
						<u>\$408.33</u>	

Payment Advice #: 21436
 Vendor / Payee: JIM DOHERTY TRUCKING, INC.
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$162.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		SLUDGE HAUL & LINER	\$162.00	\$162.00	65157

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 89-2021	5201-549-399-0199	Other - Other Contractual Services(SLUDGE HAUL)	\$140.00	O
05/20/2021	05/20/2021	AW	PO 89-2021	5201-549-420-0000	Operating Supplies and Materials	\$22.00	O
						<u>\$162.00</u>	

Payment Advice #: 21437
 Vendor / Payee: LAKE COUNTY DEPT OF UTILITIES

Status: Outstanding
 Post Date: 05/20/2021

MADISON VILLAGE, LAKE COUNTY
Payment Register Detail
 5/8/2021 to 5/21/2021

5/21/2021 3:07:52 PM
 UAN v2021.2

Type: Accounting Warrant
 Purpose:

Transaction Date: 05/20/2021
 Original Amount: \$203.40

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
6.78	TONS	SLUDGE	\$30.00	\$203.40	05693858

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 80-2021	5201-549-399-0201	Other - Other Contractual Services(SLUDGE)	\$203.40	O
						\$203.40	

Payment Advice #: 21438
 Vendor / Payee: MADISON VILLAGE WATER/SEWER
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$14.19

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SENIOR E	WATER BILL	\$14.19	\$14.19	329-0 5/2021

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 40-2021	2901-330-312-0000	Water and Sewage	\$14.19	O
						\$14.19	

Payment Advice #: 21439
 Vendor / Payee: NAPA AUTO PARTS
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$28.56

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	WIPER BLADE, CAR WASH, TIRE WET, ARMORALL	\$28.56	\$28.56	022985

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 137-2021	2011-620-420-0000	Operating Supplies and Materials	\$28.56	O
						\$28.56	

Payment Advice #: 21440
 Vendor / Payee: NEWBURY TECHNOLOGIES
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$1,119.50

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		MONTHLY I.T. SUPPORT	\$1,119.50	\$1,119.50	4820

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 20-2021	1000-720-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$22.76	O
05/20/2021	05/20/2021	AW	PO 99-2021	1000-720-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$34.05	O

Payment Register Detail

5/8/2021 to 5/21/2021

05/20/2021	05/20/2021	AW	PO 99-2021	1000-725-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$34.05	O
05/20/2021	05/20/2021	AW	PO 20-2021	1000-725-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$22.76	O
05/20/2021	05/20/2021	AW	PO 71-2021	1000-790-390-0300	Other Contractual Services(I.T. SERVICES)	\$158.54	O
05/20/2021	05/20/2021	AW	BC 187-2019	2011-620-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$113.62	O
05/20/2021	05/20/2021	AW	PO 71-2021	2901-390-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$113.62	O
05/20/2021	05/20/2021	AW	PO 71-2021	2903-110-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$512.48	O
05/20/2021	05/20/2021	AW	BC 78-2021	5101-531-349-0300	Other - Professional and Technical Services(I.T. SERVICES)	\$50.81	O
05/20/2021	05/20/2021	AW	BC 104-2021	5201-549-399-0300	Other - Other Contractual Services(I.T. SERVICES)	\$56.81	O
						\$1,119.50	

Payment Advice #: 21441
 Vendor / Payee: THE NEWS HERALD
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$80.75

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	LEGAL NC	DORA NOTICE	\$80.75	\$80.75	2159804

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 106-2021	1000-710-325-0000	Advertising	\$80.75	O
						\$80.75	

Payment Advice #: 21442
 Vendor / Payee: OSBORNE CONCRETE AND STONE
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$190.89

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
3.03	TONS	ASPHALT	\$63.00	\$190.89	PPSI105601

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 137-2021	2011-620-420-0000	Operating Supplies and Materials	\$190.89	O
						\$190.89	

Payment Advice #: 21443
 Vendor / Payee: PLANTS"R"US
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$130.00

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	M&R	5 YDS OF BLACK MULCH	\$130.00	\$130.00	5.14.21

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 27-2021	2011-620-431-0000	Repairs and Maintenance of Buildings and Land	\$130.00	O
						\$130.00	

Payment Register Detail

5/8/2021 to 5/21/2021

Payment Advice #: 21444
 Vendor / Payee: SPECTRUMVoIP
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$110.42

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	ADMIN	PHONE SERVICE	\$32.71	\$32.71	IN376942
1.00	P.D.	PHONE SERVICE	\$77.71	\$77.71	IN376940

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 23-2021	1000-710-321-0000	Telephone	\$32.71	O
05/20/2021	05/20/2021	AW	PO 23-2021	2903-110-321-0000	Telephone	\$77.71	O
						<u>\$110.42</u>	

Payment Advice #: 21445
 Vendor / Payee: VERIZON WIRELESS
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$246.50

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00		VILLAGE CELL PHONES	\$246.50	\$246.50	9878912055

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 16-2021	2011-620-321-3210	Telephone{CELL PHONES}	\$157.03	O
05/20/2021	05/20/2021	AW	BC 187-2019	2011-620-349-0300	Other - Professional and Technical Services{I.T. SERVICES}	\$16.77	O
05/20/2021	05/20/2021	AW	BC 20-2021	2011-620-349-0300	Other - Professional and Technical Services{I.T. SERVICES}	\$23.34	O
05/20/2021	05/20/2021	AW	PO 16-2021	5101-531-321-3210	Telephone{CELL PHONES}	\$24.68	O
05/20/2021	05/20/2021	AW	PO 16-2021	5201-541-321-3210	Telephone{CELL PHONES}	\$24.68	O
						<u>\$246.50</u>	

Payment Advice #: 21446
 Vendor / Payee: WINDSTREAM
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$204.95

Detail

Quantity	Units	Description	Unit Price	Extended Price	Invoice #
1.00	SEWER	440-428-2988	\$121.19	\$121.19	
1.00	WATER/AI	440-428-0701	\$59.06	\$59.06	
1.00	TELEMETI	411-504-1716	\$24.70	\$24.70	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	PO 17-2021	5101-531-321-0000	Telephone	\$83.76	O
05/20/2021	05/20/2021	AW	PO 17-2021	5201-541-321-0000	Telephone	\$31.00	O
05/20/2021	05/20/2021	AW	PO 17-2021	5201-549-399-0300	Other - Other Contractual Services{I.T. SERVICES}	\$90.19	O
						<u>\$204.95</u>	

Payment Register Detail

5/8/2021 to 5/21/2021

Vendor / Payee: BRICK & STONE PROPERTIES
 Type: Accounting Warrant
 Purpose:

Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$33.43

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00		REFUND OVERPAYMENT ON UTILITY ACCT	\$33.43	\$33.43	101-1	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 116-2021	5101-534-300-0000	Contractual Services	\$12.50	O
05/20/2021	05/20/2021	AW	BC 97-2021	5201-549-399-0000	Other - Other Contractual Services	\$20.93	O
						<u>\$33.43</u>	

Payment Advice #: 21448
 Vendor / Payee: JAELYN THORTON
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$90.38

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	REFUND	BALANCE OF SECURITY DEPOSIT ON UTILITY ACCOUNT	\$90.38	\$90.38	32-1	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	Direct	5781-599-610-0000	Deposits Refunded	\$90.38	O
						<u>\$90.38</u>	

Payment Advice #: 21449
 Vendor / Payee: ESTATE OF LOIS CHIARENZA
 Type: Accounting Warrant
 Purpose:

Status: Outstanding
 Post Date: 05/20/2021
 Transaction Date: 05/20/2021
 Original Amount: \$41.12

Detail						
Quantity	Units	Description	Unit Price	Extended Price	Invoice #	
1.00	REFUND	OVERPAYMENT ON UTILITY ACCT	\$41.12	\$41.12	506-0	

Distribution

Post Date	Transaction Date	Type	Charge Type	Account Code	Description	Amount	Status
05/20/2021	05/20/2021	AW	BC 81-2021	5101-533-399-0000	Other - Other Contractual Services	\$20.56	O
05/20/2021	05/20/2021	AW	BC 97-2021	5201-549-399-0000	Other - Other Contractual Services	\$20.56	O
						<u>\$41.12</u>	

Total Payments: \$47,025.80

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

ORDINANCE NO. 11 - 2021

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF MADISON VILLAGE, OHIO, PART SEVEN - PLANNING AND ZONING, SECTION 4.3(f)(82), TO ALLOW A "RETAIL STORE, MAJOR" AS A CONDITIONALLY PERMITTED USE IN THE B-4, INTERSTATE BUSINESS DISTRICT.

WHEREAS, upon initiation of the Planning and Zoning Commission, a review of the current prohibition for the use of a "retail store, major" in the B-4, Interstate Business District was examined;

WHEREAS, reexamination of this use as not being permitted was occasioned by inquiry for proposed retail development within the B-4 district;

WHEREAS, the Planning and Zoning Commission heard and agreed with administrative recommendations that conditionally permitting the use within the B-4 district would further economic development, provided that (i) the use is only sited in specific locations not adverse to the purposes and intents of the B-4 district, (ii) that the use only occur when not detrimental to the future development of the B-4 district as a tourist, manufacturing and office base as well as such other uses which will expand the tax base and provide job opportunities, and (iii) that there exists the legal ability to comprehensively address and impose conditions for the mitigation of any adverse secondary effects related to retail use;

WHEREAS, the Planning and Zoning Commission accordingly recommended by 3-0 affirmative vote taken at its regular public meeting held on May 17, 2021 the adoption of this Zoning Code amendment as being in the public interest and sound planning practice;

WHEREAS, pursuant to Art. 18, § 18.4 of the Zoning Code, the Council has conducted the required public hearing after timely publication notice; and

WHEREAS, upon consideration of the recommendation made by the Planning and Zoning Commission, public comments presented, and having given the matter its independent consideration, the Council finds that it is in the public interest, health and welfare, and consistent with good zoning practice to amend the Zoning Code to conditionally permit a "retail store, major" in the B-4, Interstate Business District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:

SECTION 1. That § 4.3(f)(82) of the Codified Ordinances of Madison Village, Ohio, Part Seven - Planning and Zoning, as amended, is hereby amended to allow as a conditionally permitted use a “retail store, major” in the B-4, Interstate Business District, the text to be so amended is shown herein below such that existing language to be removed is shown as stricken text (to wit: ~~abcd~~), newly added language is shown as bold text (to wit: **abcd**) and language to remain retains the existing font and format, to wit:

USE / ACTIVITY / STRUCTURE:	A-1	S-1	R-1	R-2	R-3	B-1	B-2	B-3	B-4	B-5	M-1	M-2	SC-1	CROSS-REFERENCES:
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* * *

(82) retail store, major	--	--	-	-	-	-	P	P	C	C	-	-	-	
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SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance shall take effect at the earliest time provided by law.

PASSED:

Mark V. Vest,
President of Council

Attested:

Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:

Sam Britton, Jr.,
Mayor

Date

ORDINANCE NO. 12 - 2021

AN ORDINANCE ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE VILLAGE OF MADISON A "WATER POLLUTION CONTROL LOAN FUND LOAN AGREEMENT" WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY AND OHIO WATER DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY.

WHEREAS, the Village's sanitary sewer interconnect project requires the Village borrow funds to finance its construction, inclusive of design costs; and

WHEREAS, funds are available for the project's design through the Ohio "Water Pollution Control Loan Fund" administered by the Ohio Environmental Protection Agency and Ohio Water Development Authority in the sum of \$354,800.00 at 0% interest over a 5-year repayment term; and

WHEREAS, the Council desires to enter into this loan agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE AND STATE OF OHIO:

SECTION 1. The Mayor is hereby authorized to execute on behalf of the Village the "Water Pollution Control Loan Fund Loan Agreement" in substantially the form attached hereto as Exhibit "1" for loan funds in the total amount of \$354,800.00 at 0% interest over a 5-year term of repayment.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison, and for the further reason that its immediate adoption is necessary to for timely loan application and processing for the Village's sanitary sewer interconnect project, a project that is time-sensitive due to construction schedules and an existing agreement with Lake County; wherefore, this Ordinance shall take effect and be in force immediately upon its passage.

Mark V. Vest,
President of Council

PASSED: _____

Attested:

Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:

Sam Britton, Jr.
Mayor

Date

WATER POLLUTION CONTROL LOAN FUND LOAN AGREEMENT

This Agreement made and entered into as of the Effective Date, by and among the Director of Environmental Protection ("the Director" as hereinafter more fully defined), the Ohio Water Development Authority¹, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio, ("the OWDA") and, together with the Director, (sometimes collectively known as the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and hereinafter more fully defined, acting pursuant to an ordinance or resolution passed by the legislative authority thereof on the date specified on Exhibit 1 as the "Resolution Date;"

WITNESSETH:

WHEREAS, Title 33, Chapter 26, Subchapter VI of the Clean Water Act, as amended ("the CWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states which have established a state water pollution control revolving loan fund; and,

WHEREAS, Pursuant to the CWA, states can provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities, municipal or intermunicipal and interstate or state agencies for Project Activities relating to publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA, 33 U.S.C.A. 1292; and,

WHEREAS, The Ohio General Assembly has created a Water Pollution Control Loan Fund (the "WPCLF") pursuant to Ohio Revised Code Section 6111.036 to provide loans and other types of financial assistance as set forth in said Section; and,

WHEREAS, To assist the Director in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and operation of the WPCLF as authorized by Ohio Revised Code Section 6111.036, the Director has entered into an Interagency Agreement with the OWDA and has annually entered into a renewal of that Agreement; and,

WHEREAS, The Borrower is desirous of obtaining financing for necessary Project Activities using funds from the WPCLF; and,

WHEREAS, The State is willing to provide financing to the Borrower, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6111.036, and is therefore eligible for financial assistance under the CWA and said Section;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

¹ The approval and execution of this Agreement by the OWDA is required only if this Agreement provides for a loan and if the payments of the principal or interest on the loan are or are expected to be pledged to secure payment of bonds issued or expected to be issued by the OWDA.

Water Pollution Control Loan Fund Agreement

(a) "Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the State occasioned by the Agreement. This fee is ineligible for inclusion in this Agreement. The fee is equal to thirty-five hundredths of one percent (.35%) of the estimated Eligible Project Costs, or four hundred dollars (\$400.00), whichever is the greater.

(b) "Approved Application" means the application submitted to the Director dated as shown on Exhibit 1 as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(c) "Approved Repayment Plan" means the document prepared by the Borrower and approved by the State showing the distribution of Eligible Project Costs from a Dedicated Repayment Source, how the Eligible Project Costs will be collected, and identification of the legal document authorizing the dedicated source of repayment. The Approved Repayment Plan is noted in Exhibit 1, fully incorporated herein and made a part hereof.

(d) "Borrower" means any entity eligible to receive assistance under Section 603(C) of the CWA and ORC Section 6111.036.

(e) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on amounts disbursed under this Agreement from the date of such disbursement.

(f) "Contract Interest Rate" means the rate shown on Exhibit 1 as "Interest Rate."

(g) "Contract Period of Years" means the period commencing with the Effective Date of this Agreement and ending on the earlier of (i) at the end of the number of years as defined under "Term in Years" as noted on Exhibit 1 or, (ii) the date on which the Borrower obtains long-term financing for any project resulting from the Project Activities financed with the proceeds of the loan provided for herein.

(h) "Director" means the Director of Environmental Protection, including the Director's representative(s), if any, designated in accordance with the effective Interagency Agreement.

(i) "Effective Date" means the most recent date of signature of this Agreement by the authorized representative of each of the parties, as indicated herein.

(j) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement, costs disbursed out of funds from the WPCLF, a description, estimated total, and distribution of which, subject to paragraph 3.1. hereof, is shown on Exhibit 1. Revision to this Exhibit can only occur with the agreement of the State and Borrower.

(k) "Facilities Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, in satisfaction of Ohio Revised Code Section 6111.036 (K)(7).

(l) "Loan Payment Amount" means the semi-annual payment amount as shown on Exhibit 1. A portion of Loan Payment Amount will be deposited into an account to offset Ohio EPA administrative expenses.

(m) "Pledged Revenues" means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 1, which shall include, unless otherwise indicated on Exhibit 1, Wastewater Service Charges and other revenues derived by the Borrower from the ownership and operation

Water Pollution Control Loan Fund Agreement

of its wastewater system (including without limitation, and Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter issued or incurred by the Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower of the system. These Pledged Revenues shall constitute a Dedicated Repayment Source, as defined in the CWA.

(n) "Project Activities" means the product to be completed under the terms of the Agreement, including but not limited to production of a Facilities Plan, Detailed Design Drawings, or purchase of equipment, as described in "Project Description" on Exhibit 1.

(o) "Project Schedule" means the schedule of tasks necessary to fulfill the Project Scope, shown as "Project Schedule" on Exhibit 1.

(p) "Project Scope" means the tasks necessary to complete the Project Activities, as detailed on Exhibit 1 and any attachments as identified thereto.

(q) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Activities, including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 1 sets out the Resolution of Necessity adopted by the legislative authority.

(r) "Wastewater Service Charge" means a charge against the user payable to the Borrower for the collection or collection and treatment of wastewater and for the provision of the facilities therefor.

ARTICLE II - COMPLETION OF PROJECT ACTIVITIES AND PAYMENT OF COSTS THEREOF

Section 2.1. In connection with the project activities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Activities in accordance with the specific terms and conditions of: the approved Project Scope and the approved Project Schedule, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The Project Activities, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations.

(c) All contractors' estimate forms will be prepared so that documents furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(d) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WPCLF which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WPCLF funding beyond the Eligible Project Costs as shown on Exhibit 1, and as may be defined in any attachments thereto.

Water Pollution Control Loan Fund Agreement

(e) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed and dated by the Authorized Representative of the Borrower.

(f) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

(g) In any year in which disbursements to the Borrower under this Agreement exceed \$750,000 the Borrower shall comply with the Single Audit Act (SAA) Amendments of 1996, 31 U.S.C.A. § 7501 and have an audit of its use of Federal financial assistance (see 2 CFR Part 200). The Borrower agrees to keep a copy of the SAA audit available for review, if requested, by the State for the life of the loan period.

Section 2.2. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets, in accordance with generally accepted accounting principles as issued by the Governmental Accounting Standards Board. The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which examination may include examination for compliance with the CWA and Ohio Revised Code Section 6111.036, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 2.3. Subject to the terms and conditions of this Agreement, and the approval of the Director, and upon compliance by the Borrower with all the requirements of the WPCLF, Ohio Revised Code Section 6111.036, and the CWA, which must be met before the Borrower may receive disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Eligible Project Costs disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination.

Section 2.4. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the WPCLF (hereinafter referred to as the "Trustee," which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the WPCLF), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WPCLF Federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements above, the OWDA shall cause the trustee to disburse monies of the WPCLF in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs. The Borrower represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the State.

Section 2.5. Upon completion of the Project Activities, the Borrower shall submit a full and complete written accounting to the State of the final Eligible Project Costs.

ARTICLE III - PAYMENTS BY THE BORROWER

Section 3.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-annually on January 1, and July 1 of each year of the Contract Period of Years to the WPCLF, the Loan Payment Amount, solely from the revenues of the Borrower's Wastewater Service Charges, if available, or if unavailable, from other sources, in accordance with the Approved Repayment Plan.

The obligations of the Borrower under this Agreement to pay the Loan Payment Amount set forth shall not be assignable in accordance with this Agreement, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that the Project Activities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to comply with this Agreement to pay the Loan Payment Amount pursuant to this Section. In the event the Borrower defaults in the payment of the Loan Payment Amount, the amount of such default shall bear interest at a rate equal to three percent (3%) above the Contract Interest Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for inclusion in a WPCLF Agreement.

In the event that the Borrower fails to make a full semi-annual Loan Payment Amount as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment on outstanding principal. Any failure of the Borrower to make a full semi-annual Loan Payment Amount shall be considered a default, and the requirements of the preceding paragraph shall apply concerning the interest on the amount of the default and the costs of the State in curing such default.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower, but only the Pledged Revenues, shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement is a special obligation of the Borrower and does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 3.2. The Borrower hereby agrees that: (a) it will at all times prescribe and charge such rates as shall result in revenues at least adequate, to provide for the payments required by Section 3.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any; (b) that the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income from the Project Activities and also an annual report of the accounts and operations of the Project Activities and will permit the designated representative of the State to inspect all records, accounts and data relating to the Project Activities at all reasonable times; and (c) that the Borrower will segregate the revenues, funds and properties of the Project Activities from all other funds and properties of the Borrower.

Section 3.3. It is agreed that, no later than the fifteenth day of June, and December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 3.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first day of the following July or January. No failure by the OWDA to send any such invoice and no failure by the Borrower to receive any such invoice shall relieve the Borrower from its obligation to pay the amount due hereunder on the applicable due date.

Water Pollution Control Loan Fund Agreement

Section 3.4. The Borrower hereby agrees that all of the obligations under this Article are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 3.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. To demonstrate its ability to fulfill that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with the Project Activities.

Section 3.6. The Borrower Agrees that, in the event the Borrower or its contractors receives WPCLF moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys, in addition to the Loan Payment Amount, to the WPCLF at the time of the first semi-annual payment of the Loan Payment Amount, or as mutually agreed to by the Borrower and the State.

Section 3.7. Notwithstanding anything contained herein to the contrary, should the Borrower obtain long-term financing for any project resulting from the project activities undertaken in this Agreement within the Contract Period of Years, the Borrower agrees to repay to the WPCLF all remaining Eligible Project Costs plus the interest accrued at the Contract Interest Rate on each disbursement. This repayment shall take place within thirty (30) days of obtaining the long-term financing.

ARTICLE IV - GENERAL REPRESENTATIONS AND AGREEMENTS; EVENTS OF DEFAULT AND REMEDIES

Section 4.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this agreement, including without limitation the CWA and Ohio Revised Code Section 6111.036, and

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(c) Except as heretofore disclosed in writing to the State no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

Section 4.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any Loan Payment Amount to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or OWDA.

Water Pollution Control Loan Fund Agreement

(c) Any representations made by the Borrower in Section 4.1. or 5.1. shall at any time during the Contract Period of Years prove to be false.

Section 4.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required Loan Payment Amount, or due to any violation of the terms or conditions of this Agreement. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 4.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 4.5. No right or remedy conferred upon the State or the Director under Sections 4.3. or 4.4. hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 4.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Activities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Activities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Activities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorneys' fees).

ARTICLE V - PRIVATE BUSINESS USE RESTRICTIONS

Section 5.1. With respect to the financing of Project Activities by the WPCLF as provided herein, the Borrower agrees as follows:

Water Pollution Control Loan Fund Agreement

(a) At no time will ten percent (10%) or more of any of the Project Activities to be financed with WPCLF funds under this Agreement be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the WPCLF funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the WPCLF) or (B) borrowed money used or to be used for private business use.

(b) No portion of the WPCLF funds will be used to make or finance loans to persons other than other governmental units.

Section 5.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any of the Project Activities by a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 5.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments, or agencies.

Section 5.4. If there is any question about the application of the foregoing restrictions relating to private business use or loans, the Borrower agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided hereinabove.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

(b) in the case of the Director, is addressed to or delivered personally to the Director at:

Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Division of Environmental and Financial Assistance

and,

Water Pollution Control Loan Fund Agreement

(c) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 6.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 6.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by 26 U.S.C.A. Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Section 6.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 2.4, hereof.

Section 6.5. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until the final day of the Contract Period of Years.

Section 6.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

Section 6.7. As its record of this Agreement, the Borrower agrees to receive an electronic copy pursuant to R.C. 1306.06(C).

The remainder of this page is intentionally left blank.

Water Pollution Control Loan Fund Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

APPROVED AS TO FORM

By _____
Ohio EPA Counsel

Print Name _____

OHIO ENVIRONMENTAL PROTECTION AGENCY

By _____
Laurie A. Stevenson, Director

Date _____

APPROVED AS TO FORM

By _____
General Counsel

Print Name _____

OHIO WATER DEVELOPMENT AUTHORITY²

By _____
Ken J. Heigel, Executive Director

Date _____

APPROVED AS TO FORM

By _____
Borrower's Counsel

Print Name _____

BORROWER

By _____
Authorized Representative

Print Name _____

Title _____

Date _____

² If the execution of this Agreement on behalf of the OWDA is not required for the reason stated in note 1 on page 1 hereof, then "N/A" shall be inserted on the signature lines for the OWDA and its General Counsel.

Water Pollution Control Loan Fund

Exhibit 1

Project Name: Sanitary Sewer Trunk Interconnection

Borrower: Madison

Address: 33 East Main Street

City & State: Madison, OH

Loan Number: CS390556-0011

Zip Code: 44057

Phone: (440) 428-7526

Borrower's Authorized Representative: Sam Britton Jr.

Project Description

Installation of a gravity sewer to allow Madison's trunk sewer flows to be intercepted and connected to an existing Lake County pump station. This will allow the village to take their existing WWTP off line rather than make substantial upgrades.

Cost Data

Activities	Eligible	Total Project Cost
Other Costs		
Design	\$354,800.00	\$354,800.00
Total Estimated Cost	\$354,800.00	\$354,800.00

WPCLF Loan Information

Interest Rate:	0.0%		Principal Amount:	\$354,800.00
Term in Years:	5.0		Interest:	\$0.00
Number of Payments:	10		Total Cost of Borrowing:	\$354,800.00
Participation Rate:	0.1		Payment:	\$35,480.00

Project Schedule

Application Date:	02/17/2021		Project Completion:	10/01/2021
Resolution Date:	10/13/2020		Date of Initial Payment:	07/01/2022

Pledged Revenues

Section 603(d)(1)(C) of the Clean Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources

Revenue Source	
Special Assessments	
General Taxes	
Wastewater Service Charge	\$354,800.00
Other:	
Total	\$354,800.00

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to allow the project to be fully implemented.

Sam Britton Jr.

Date



Madison Village Police Department Monthly Activity Report April 2021

Summary

Total Calls For Service	321		Citations / Criminal Summons	45
Incident Reports	29		Arrests	3
Motor Vehicle Crash Reports	5		OVI	2
CAD Reports	287			

Calls For Service, Incident Reports, & Computer Aided Dispatch (CAD) Reports (Partial List)

Domestic Violence	2		Business Checks	32
Alarm	14		Criminal Damaging	1
Traffic Complaint / Impaired	14		Missing Person	1
Unwanted Subject	3		Assist Rescue / Fire Dept.	30
Mental Subject	2		Neighbor / Noise Complaint	1
Animal Complaint	7		Suicide	1
Court	5		Assist Other / Police	11
Theft	5		Investigation Follow Up	12
Disturbance / Family Dispute / Fight	3		Burglary	1
911 Call Check	3		Suspicious Circumstance	4
TPO Violation	1		Suspicious Person	1
Domestic Violence	2		Suspicious Vehicle	6
Juvenile Complaint	7		Welfare Check	4
Hazard	5		Disabled Vehicle	6
Traffic Stop	61		Runaway	4
Fraud	1		Property Damage	1
Property Found	2		Arrest on Warrant	2