



Village of Montpelier

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Notice:
Masks Optional

AGENDA NO. 3 - 2024

Agenda for Monday, February 12, 2024

Regular Meeting – 6:00pm at the Montpelier Police Department

1. Call to Order
2. Roll call
3. Prayer
4. Pledge of Allegiance
5. Approve the Agenda for February 12, 2024 (Motion)
6. Approve the Minutes from January 8, 2024 Council Meeting (Motion)
7. Jason Randall, Primary Candidate for Williams County Sheriff
8. Approve January 2024 Financial Reports
9. Comments from Audience
10. Comments from Council/Committee Reports
11. Approve 2024 Fire Contract for Jefferson Twp in the amount of \$47,289.32 (Motion)
12. Approve 2024 Cruise-In Dates (Motion)
13. Approve Updates to Residential Utility Procedures (Motion)
14. Approve Application for Placement of Farmland for Parcel Numbers 072-110-81-005.00 and 072-110-81-006.00
15. Resolution 1389 Purchase Truck for Water Sewer (Suspend and Pass)
16. Resolution 1390 Transfer Police Pension (Suspend and Pass)
17. Resolution 1391 Selling RECS (Suspend and Pass) to be Passed Out at Meeting
18. Ordinance 2271 Limiting Adult Use Cannabis Operators, Cultivators, and Dispensaries (Second Reading)
19. Ordinance 2272 – Approve, Adopt and Enact the 2023 Codified Ordinances (Suspend and Pass)
20. Income Tax Report
21. Village Manager's Report
22. Executive Session to Discuss the Sale/Purchase of Property
23. Adjourn



VILLAGE OF MONTPELIER COUNCIL MEETING

MONTPELIER, OHIO

JANUARY 8, 2024

Call to Order

Mayor Steve Yagelski called the meeting for the Montpelier Village Council to order at 6:00pm on Monday, January 8, 2024.

Clerk of Council Molly Collert administered the Oath of Office to Mayor Steve Yagelski.

Clerk of Council Molly Collert administered the Oath of Office to council members Nathan Thompson, Chris Kannel, and Don Schlosser.

Roll Call

Roll call was conducted with the following Council members in attendance: Mrs. Heather Freese, Mr. Don Schlosser, Ms. Melissa Ewers, Mr. Kevin Motter, Mr. Chris Kannel and Mr. Nathan Thompson.

Prayer/Pledge

Pastor Janice Desterheft offered a Prayer, followed by those in attendance reciting the Pledge of Allegiance.

Agenda 01/08/2024

Mrs. Heather Freese moved, and Mr. Chris Kannel seconded a motion to approve the agenda for January 8, 2024 Vote on motion: All ayes

Minutes 12/18/2023

Mr. Don Schlosser moved, and Ms. Melissa Ewers seconded a motion to approve the minutes with the change from the December 18, 2023, council meeting. Vote on motion: All ayes

December 2023 Financials

Mrs. Heather Freese moved, and Mr. Chris Kannel seconded a motion to approve the December 2023 financial reports. Vote on motion: All ayes

Welcome

Mayor Steve Yagelski welcomed the high students in attendance and encouraged the attendees to ask questions. Steve Yagelski welcomed the new law director Bob Bohmer and had everyone introduce themselves.

Council Comments

Mrs. Heather Freese would like Mayor Steve Yagelski to consider having one or two permanent members of committees due to the longevity of projects. Mayor Steve Yagelski will take this into consideration for 2025.

Mr. Nathan Thompson stated the Economic Development Strategy met and discussed that the Personnel, Safety, and Community Engagement Committee should consider a Public Safety Levy. The committee would like to talk to the departments for financial needs for the next 10 to 15 years. The levy has been discussed before.

Mr. Kevin Motter reported that the Planning and Zoning approved the Comprehensive Plan to the full council. Also, the Planning and Zoning approved to waive and reimburse fees for the lot split for the Port Authority on Linden.

2024 Council President

Mayor Yagelski recommended that Kevin Motter be named Council President for 2024.



**2024 Committees
and Boards**

Mr. Don Schlosser moved and Mr. Nathan Thompson seconded a motion to appoint Kevin Motter as President of Council for 2024. Vote on motion: 4 ayes 1 nay Ms. Melissa Ewers abstained.

Mayor Yagelski presented the 2024 Council Committees, Commissions, and Boards.

Mr. Kevin Motter moved and Mrs. Heather Freese seconded a motion to approve the 2024 Committees, Commissions, and Boards as presented. Vote on motion: All ayes

**Comprehensive
Plan**

Jason Rockey stated that the Planning and Zoning Commission approved to complete a Comprehensive Plan with Orchard, Hiltz and McClinment, Inc (OHM) and then handing it off to Council to approve.

Mr. Chris Kannel stated that he is excited to finally have new Comprehensive Plan and to have it be user friendly, and address problems with solutions.

Mr. Chris Kannel moved and Mr. Don Schlosser seconded a motion to enter into a contract with OHM for a comprehensive plan for the Village. Vote on motion: All ayes

**Donation of VHF
Radios**

Jason Rockey stated that Chief Dan McGee would like to donate five (5) VHF radios to Willimas County Engineers Office since the Police Departments is using Marcs Radios now.

Mr. Kevin Motter asked if the Village would need the radios to communicate within the Village. Jason Rockey stated that the County has convicted to Marcs and no longer supports VHF radios and they could wait to see what Chief Dan McGee said. Ms. Melissa Ewers asked if the Village has any more radios. Jason Rockey stated that the Fire Department has a number of them if the Village would ever have a use for them.

Mrs. Heather Freese moved and Mr. Kevin Motter seconded a motion to donate five (5) VHF radios to Williams County Engineers Office. Vote on motion: All ayes

**Resolution 1388 –
Amended
Appropriations**

RESOLUTION 1388

**A RESOLUTION TO AMEND APPROPRIATIONS FOR CURRENT
EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF
MONTPELIER, STATE OF OHIO DURING THE FISCAL YEAR
ENDING DECEMBER 31, 2024**

Nikki Uribes presented Resolution 1388 to Council and requested to suspend and pass. Nikki Uribes stated that there was one change since the packet went out which was \$5,000.00 for recording the sewer lines for the lead service project. The amended appropriations are carried forward purchase orders, and things that were in the budget but never got a purchase order.

**Resolution 1388 –
Motion to
Suspend
Three
Readings Rule**

Mr. Nathan Thompson moved, and Ms. Melissa Ewers seconded a motion to suspend the rules requiring three separate readings of Resolution 1388. Roll call on motion: Mr. Don Schlosser, yes; Mr. Nathan Thompson, yes; Mr. Chris Kannel, yes; Mrs. Heather Freese, yes; Ms. Melissa Ewers, yes, and Mr. Kevin Motter, yes.

Resolution 1388 was read by title.

**Resolution 1388 –
Motion to Pass**

Ms. Melissa Ewers moved, and Mr. Chris Kannel seconded a motion to pass Resolution 1388. Roll call on motion: Mrs. Heather Freese, yes; Mr. Nathan Thompson, yes; Mr. Don Schlosser, yes; Mr. Chris Kannel, yes; Mr. Kevin Motter, yes; and Ms. Melissa Ewers, yes.

Resolution 1388 passed.

**Ordinance 2271 –
Limiting Cannabis**

ORDINANCE 2271

**AN ORDINANCE LIMITING ADULT USE CANNABIS OPERATORS,
ADULT USE CULTIVATORS, AND ADULT USE DISPENSARIES
WITHIN THE VILLAGE OF MONTPELIER, OHIO**

Jason Rockey presented Ordinance 2271 to the Council. Jason Rockey stated that this is something the Economic Development Strategy Committee wanted to bring to Council. With the passing of Issue 2, the Ordinance that the Village has is now out of date. Law Director Bob Bohmer updated the old Ordinance, and it is now up to the Council how to proceed.

Mr. Kevin Motter feels that the proposed Ordinance does not go far enough. Mr. Kevin Motter would like to see the dispensing of cannabis illegal inside the Village and make it illegal to use on Village property and public spaces. Mrs. Heather Freese disagrees, saying that would be too much to keep up with. Mrs. Heather Freese stated that she sees tobacco users smoking all over Village property and throwing their butts wherever they please. Mrs. Heather Freese thinks that the Village should not have an Ordinance against cannabis at all. Mr. Nathan Thompson asked for all sections. Mrs. Heather Freese asked if there was an Ordinance against alcohol. Mr. Kevin Motter stated that there is, and it would be public consumption. Mr. Chris Kannel stated that Village would have to make a DORA district to be able to drink outside in public. Mr. Kevin Motter stated that cannabis is no different than alcohol from personal experience which can create social ill that the Village does not need. Mr. Kevin Motter contacted the Election Board and Issue 2 only passed by 60 votes in Montpelier, so many voters do not want cannabis inside the Village. Mr. Kevin Motter feels that allowing cannabis does not go along with the plans Village has for the future. Mr. Kevin Motter knows that the Village cannot limit residents from purchasing cannabis someplace else and the private cultivation of cannabis. Ms. Melissa Ewers attended a webinar, and it was about how cannabis will be regulated like alcohol, which would make it illegal to drive or walk around in public. Mrs. Heather Freese stated that alcohol is different and has to go on the ballot to sell in an area. Mrs. Heather Freese stated there are no prohibition laws for cannabis. Ms. Melissa Ewers stated that she understands but would like to update what the Village has had in place and not make it illegal all around. Mr. Don Schlosser stated that he has been around people who are on cannabis, and it is different than alcohol. Mayor Steve Yagelski stated

that this is a touchy subject, and the original Ordinance was created to keep cannabis out of the Downtown area, away from churches, schools, and parks. Mayor Steve Yagelski stated that the only place that a cannabis shop can be is in the industrial park. Mayor Steve Yagelski stated that this will not be solved in one night, and it's up to the council if they want to vote on this or have a first reading. Mr. Chris Kannel stated the Village is proactively working to make Montpelier better but should not be in the business of prohibiting residents, and the Village should have a place where this can take place while also continuing to improve Montpelier. Ms. Melissa Ewers asked if the only place that cannabis could be is the industrial park. Mr. Chris Kannel stated yes that is only place.

**Ordinance 2271 –
First Reading**

Ms. Melissa Ewers moved, and Mr. Chris Kannel seconded a motion to give Ordinance 2271, a first reading. Vote on motion, 4 ayes, and 2 nays

Ordinance 2271 was read by title.

**Income Tax Report
October**

Nikki Uribes reported income tax collections at the end of December 2023 as \$2,290,588.96 as compared to \$2,503,610.23 and \$2,243,131.34 in 2022 and 2021, respectively. This is down 8.51% from 2022 and up 2.12% from 2021.

Manager's Report

Mr. Jason Rockey presented the Village Manager's report. The following points were noted:

- Friday, January 5, 2024, Jason Rockey submitted an electric project to AMP for the Grid Grant Application. This grant is submitted to the Department of Energy for the Grid Reliance and Innovation Partnership. This grant application takes projects all over AMP's footprint and combines them all into one. The Village would not get the funding until 2025. The project the Village submitted is upgrading everything North of Snyder, including Synder, Morris, and Iuka. While upgrading for the new subdivision on the south side of town, the Electric Department discovered a conductor was brittle and needed to be replaced. The conductor was installed during the same time frame as the conductor on Snyder. So, the Electric Department decided that the conductor on Snyder should be replaced and submitted this project for the grant. The new transformers will be smaller and will not have live voltage right when the transformer is opened. This project will cost about \$450,000.00, improve safety, make it a loop system, and improve efficiency.
- Crosswalk Lights were delivered and will be installed downtown at Main and Empire, in front of the Library, and at Lincoln and Main.
- Justin Houk updated Council on Ironhorse River Trail. The piers have been delivered and will not be installed until the weather is suitable. Started working on ripping out concrete and working on drainage. They were hauling mulch from Archbold and the Village's pile to not make holes and ruts with the machinery.
- Chief Dan McGree informed Jason Rockey today that Tyler Gorsuch and K9 Knox are now certified. It was important to the whole department to keep K9 Knox in service, and thanks to the department for filling in when they were short-handed. Congratulations to Tyler Gorsuch, K9 Knox, and the whole department.



Ms. Melissa Ewers would like Tyler Gorsuch and K9 Knox at a council meeting. Jason Rockey stated that he will tell Chief Dan McGee.

Adjourn

There being no further business to come before Council, Mrs. Heather Freese moved, and Mr. Chris Kannel seconded a motion to adjourn at 6:45 pm. Vote on motion: All ayes

Clerk of Council

Mayor Steve Yagelski

Village of Montpelier

Statement of Cash Position with MTD Totals

From: 1/1/2024 to 1/31/2024

Funds: 101 to 702

Include Inactive Accounts: No

Page Break on Fund: No

Fund	Description	Beginning Balance	Net Revenue MTD	Net Revenue YTD	Net Expenses MTD	Net Expenses YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
101	GENERAL FUND	\$4,492,086.30	\$206,231.92	\$206,231.92	\$210,234.37	\$210,234.37	\$4,488,083.85	\$710,893.20	\$3,777,190.65
201	STREET FUND	\$401,934.15	\$23,313.73	\$23,313.73	\$25,432.31	\$25,432.31	\$399,815.57	\$38,542.86	\$361,272.71
202	STATE HIGHWAY FUND	\$43,107.99	\$1,911.44	\$1,911.44	\$0.00	\$0.00	\$45,019.43	\$500.00	\$44,519.43
203	PARKS AND RECREATION FUND	\$874,536.38	\$43,641.16	\$43,641.16	\$19,207.32	\$19,207.32	\$898,970.22	\$110,710.09	\$788,260.13
204	PERMISSIVE TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205	STATE MOTOR VEHICLE LICENSE FU	\$71,714.92	\$1,127.68	\$1,127.68	\$0.00	\$0.00	\$72,842.60	\$7,000.00	\$65,842.60
206	ALC ED. & ENF. FUND	\$1,846.66	\$0.00	\$0.00	\$0.00	\$0.00	\$1,846.66	\$0.00	\$1,846.66
207	IRON HORSE RIVER TRAIL	\$0.00	\$20,722.37	\$20,722.37	\$20,722.37	\$20,722.37	\$0.00	\$1,165,507.80	(\$1,165,507.80)
208	POLICE PENSION FUND	\$30,959.56	\$0.00	\$0.00	\$13,982.62	\$13,982.62	\$16,976.94	\$350.00	\$16,626.94
209	POLICE DRUG FUND	\$5,187.88	\$15.00	\$15.00	\$177.00	\$177.00	\$5,025.88	\$0.00	\$5,025.88
210	LAW ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
211	COMPENSATED ABSENCES	\$113,639.25	\$574.11	\$574.11	\$0.00	\$0.00	\$114,213.36	\$0.00	\$114,213.36
212	WWIP - GRANT	\$174,463.83	\$0.00	\$0.00	\$0.00	\$0.00	\$174,463.83	\$0.00	\$174,463.83
216	CORONAVIRUS ARPA 2021 FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
250	MICROENTERPRISE LOAN FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
301	TAX CAPITAL IMPROVEMENT FUND	\$923,823.33	\$50,686.82	\$50,686.82	\$39,257.16	\$39,257.16	\$935,252.99	\$190,391.08	\$744,861.91
401	SEWER CAPITAL IMPROVEMENT FUND	\$1,416,804.27	\$43,445.85	\$43,445.85	\$107,742.71	\$107,742.71	\$1,352,507.41	\$135,645.29	\$1,216,862.12
501	WATER FUND	\$1,544,870.83	\$112,044.81	\$112,044.81	\$286,311.59	\$286,311.59	\$1,370,604.05	\$580,702.16	\$789,901.89
502	LIGHT FUND	\$5,726,887.12	\$591,406.78	\$591,406.78	\$560,690.66	\$560,690.66	\$5,757,603.24	\$6,024,939.53	(\$267,336.29)
503	SEWER FUND	\$1,142,740.74	\$86,986.05	\$86,986.05	\$75,719.96	\$75,719.96	\$1,154,006.83	\$404,498.40	\$749,508.43
504	STORM SEWER FUND	\$694,952.80	\$8,413.09	\$8,413.09	\$5,627.87	\$5,627.87	\$697,738.02	\$6,039.05	\$691,698.97
505	UTILITY DEPOSIT FUND	\$132,442.80	\$2,320.00	\$2,320.00	\$2,051.51	\$2,051.51	\$132,711.29	\$0.00	\$132,711.29
506	WATER RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
507	CHASE/MONTPELIER WATER LINE RE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	CHASE/MONTPELIER SEWER LINE RE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	INCOME TAX CONTROL	\$0.00	\$108.61	\$108.61	\$108.61	\$108.61	\$0.00	\$24,891.39	(\$24,891.39)
702	Credit Memo Utility Billing	\$6,707.17	(\$295.93)	(\$295.93)	\$0.00	\$0.00	\$6,411.24	\$0.00	\$6,411.24
Grand Total:		\$17,798,705.98	\$1,192,653.49	\$1,192,653.49	\$1,367,266.06	\$1,367,266.06	\$17,624,093.41	\$9,400,610.85	\$8,223,482.56

Village of Montpelier

Fund Type Details

January 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
* Report Contains Filters						

101 GENERAL FUND

51 PERSONAL SERVICES	1,482,607	138,077	138,077	214,488	1,130,042	9.31%
52 TRAVEL & TRANSPORTATION	17,550	2,277	2,277	3,428	11,845	12.98%
53 CONTRACTUAL SERVICE	453,003	52,644	52,644	276,676	123,682	11.62%
54 SUPPLIES & MATERIALS	390,866	17,236	17,236	165,919	207,711	4.41%
55 CAPITAL OUTLAY	81,918	0	0	50,382	31,536	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	88,256	0	0	0	88,256	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 101 GENERAL FUND	2,514,200	210,234	210,234	710,893	1,593,072	8.36%

201 STREET FUND

51 PERSONAL SERVICES	266,598	25,432	25,432	38,543	202,623	9.54%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 201 STREET FUND	266,598	25,432	25,432	38,543	202,623	9.54%

202 STATE HIGHWAY FUND

51 PERSONAL SERVICES	12,500	0	0	500	12,000	0.00%
53 CONTRACTUAL SERVICE	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 202 STATE HIGHWAY FUND	12,500	0	0	500	12,000	0.00%

203 PARKS AND RECREATION FUND

51 PERSONAL SERVICES	293,405	17,926	17,926	29,581	245,898	6.11%
52 TRAVEL & TRANSPORTATION	2,200	0	0	800	1,400	0.00%
53 CONTRACTUAL SERVICE	46,830	486	486	29,564	16,780	1.04%
54 SUPPLIES & MATERIALS	150,365	795	795	50,765	98,804	0.53%
55 CAPITAL OUTLAY	27,000	0	0	0	27,000	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 203 PARKS AND RECREATION	519,800	19,207	19,207	110,710	389,883	3.70%

204 PERMISSIVE TAX

55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
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Village of Montpelier

Fund Type Details January 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
* Report Contains Filters						
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 204 PERMISSIVE TAX	0	0	0	0	0	0.00%
205 STATE MOTOR VEHICLE LICENSE FU						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	13,000	0	0	7,000	6,000	0.00%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 205 STATE MOTOR VEHICLE	13,000	0	0	7,000	6,000	0.00%
206 ALC ED. & ENF. FUND						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	150	0	0	0	150	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 206 ALC ED. & ENF. FUND	150	0	0	0	150	0.00%
207 IRON HORSE RIVER TRAIL						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	1,200,000	20,722	20,722	1,165,508	13,770	1.73%
Sub Total 207 IRON HORSE RIVER TRAIL	1,200,000	20,722	20,722	1,165,508	13,770	1.73%
208 POLICE PENSION FUND						
51 PERSONAL SERVICES	100,000	13,983	13,983	0	86,017	13.98%
53 CONTRACTUAL SERVICE	350	0	0	350	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 208 POLICE PENSION FUND	100,350	13,983	13,983	350	86,017	13.93%
209 POLICE DRUG FUND						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	550	177	177	0	373	32.18%
54 SUPPLIES & MATERIALS	1,000	0	0	0	1,000	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 209 POLICE DRUG FUND	1,550	177	177	0	1,373	11.42%
210 LAW ENFORCEMENT						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	0	0	0	0	0	0.00%

Village of Montpelier

Fund Type Details

January 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
* Report Contains Filters						

54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
Sub Total 210 LAW ENFORCEMENT	0	0	0	0	0	0.00%
211 COMPENSATED ABSENCES						
51 PERSONAL SERVICES	0	0	0	0	0	0.00%
Sub Total 211 COMPENSATED ABSENCES	0	0	0	0	0	0.00%
212 WWIP - GRANT						
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
57 OTHER USES	300,000	0	0	0	300,000	0.00%
Sub Total 212 WWIP - GRANT	300,000	0	0	0	300,000	0.00%
215 LOCAL CORONAVIRUS RELIEF FUND						
51 PERSONAL SERVICES	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
Sub Total 215 LOCAL CORONAVIRUS	0	0	0	0	0	0.00%
216 CORONAVIRUS ARPA 2021 FUND						
51 PERSONAL SERVICES	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
Sub Total 216 CORONAVIRUS ARPA 2021	0	0	0	0	0	0.00%
220 DOWNTOWN REVITALIZATION						
51 PERSONAL SERVICES	0	0	0	0	0	0.00%
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
Sub Total 220 DOWNTOWN	0	0	0	0	0	0.00%
250 MICROENTERPRISE LOAN FUND						
53 CONTRACTUAL SERVICE	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
Sub Total 250 MICROENTERPRISE LOAN	0	0	0	0	0	0.00%
301 TAX CAPITAL IMPROVEMENT FUND						

Village of Montpelier

Fund Type Details

January 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
* Report Contains Filters						
53 CONTRACTUAL SERVICE	137,700	0	0	77,000	60,700	0.00%
54 SUPPLIES & MATERIALS	135,000	39,121	39,121	2,300	93,579	28.98%
55 CAPITAL OUTLAY	541,387	136	136	111,091	430,160	0.03%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 301 TAX CAPITAL IMPROVEMENT	814,087	39,257	39,257	190,391	584,439	4.82%
401 SEWER CAPITAL IMPROVEMENT FUND						
53 CONTRACTUAL SERVICE	99,100	600	600	28,500	70,000	0.61%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	550,000	0	0	0	550,000	0.00%
56 DEBT SERVICES	214,288	107,143	107,143	107,145	0	50.00%
57 OTHER USES	0	0	0	0	0	0.00%
Sub Total 401 SEWER CAPITAL	863,388	107,743	107,743	135,645	620,000	12.48%
402 ARRA SEWER CAPITAL IMPROVEMENT						
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
Sub Total 402 ARRA SEWER CAPITAL	0	0	0	0	0	0.00%
501 WATER FUND						
51 PERSONAL SERVICES	494,658	54,575	54,575	82,730	357,353	11.03%
52 TRAVEL & TRANSPORTATION	11,200	319	319	2,153	8,728	2.85%
53 CONTRACTUAL SERVICE	92,519	19,384	19,384	45,464	27,672	20.95%
54 SUPPLIES & MATERIALS	298,809	7,582	7,582	170,588	120,639	2.54%
55 CAPITAL OUTLAY	287,152	8,917	8,917	84,233	194,001	3.11%
56 DEBT SERVICES	391,069	195,534	195,534	195,535	0	50.00%
57 OTHER USES	913	0	0	0	913	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 501 WATER FUND	1,576,320	286,312	286,312	580,702	709,306	18.16%
502 LIGHT FUND						
51 PERSONAL SERVICES	825,658	72,620	72,620	106,219	646,819	8.80%
52 TRAVEL & TRANSPORTATION	42,450	601	601	14,079	27,770	1.42%
53 CONTRACTUAL SERVICE	6,017,748	452,013	452,013	5,448,731	117,004	7.51%
54 SUPPLIES & MATERIALS	347,506	14,876	14,876	126,647	205,984	4.28%
55 CAPITAL OUTLAY	1,025,845	5,569	5,569	131,275	889,000	0.54%
56 DEBT SERVICES	213,087	15,012	15,012	197,988	87	7.04%
57 OTHER USES	913	0	0	0	913	0.00%

Village of Montpelier

Fund Type Details

January 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
* Report Contains Filters						

59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 502 LIGHT FUND	8,473,207	560,691	560,691	6,024,940	1,887,577	6.62%

503 SEWER FUND

51 PERSONAL SERVICES	454,449	48,096	48,096	63,715	342,638	10.58%
52 TRAVEL & TRANSPORTATION	8,425	265	265	2,207	5,953	3.15%
53 CONTRACTUAL SERVICE	271,880	8,446	8,446	219,379	44,055	3.11%
54 SUPPLIES & MATERIALS	262,204	12,968	12,968	106,937	142,299	4.95%
55 CAPITAL OUTLAY	144,706	5,945	5,945	12,260	126,501	4.11%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	913	0	0	0	913	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 503 SEWER FUND	1,142,577	75,720	75,720	404,498	662,359	6.63%

504 STORM SEWER FUND

51 PERSONAL SERVICES	59,868	5,628	5,628	6,039	48,201	9.40%
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	15,000	0	0	0	15,000	0.00%
54 SUPPLIES & MATERIALS	250	0	0	0	250	0.00%
55 CAPITAL OUTLAY	50,000	0	0	0	50,000	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 504 STORM SEWER FUND	125,118	5,628	5,628	6,039	113,451	4.50%

505 UTILITY DEPOSIT FUND

53 CONTRACTUAL SERVICE	45,000	2,052	2,052	0	42,948	4.56%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 505 UTILITY DEPOSIT FUND	45,000	2,052	2,052	0	42,948	4.56%

506 WATER RESERVE

54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 506 WATER RESERVE	0	0	0	0	0	0.00%

Village of Montpelier

Fund Type Details

January 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
* Report Contains Filters						

507 CHASE/MONTPELIER WATER LINE RE

54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 507 CHASE/MONTPELIER WATER	0	0	0	0	0	0.00%

508 CHASE/MONTPELIER SEWER LINE RE

54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 508 CHASE/MONTPELIER SEWER	0	0	0	0	0	0.00%

701 INCOME TAX CONTROL

54 SUPPLIES & MATERIALS	25,000	109	109	24,891	0	0.43%
Sub Total 701 INCOME TAX CONTROL	25,000	109	109	24,891	0	0.43%

Report Total :	17,992,845	1,367,266	1,367,266	9,400,611	7,224,968	7.60%
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Village of Montpelier

Revenue Report January

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
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* Report Contains Filters

101 GENERAL FUND

41 LOCAL TAXES	1,177,550.00	112,264.15	112,264.15	1,065,285.85	9.53%
42 INTERGOVERNMENTAL REVENUES	208,325.00	15,769.01	15,769.01	192,555.99	7.57%
43 SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	285,120.00	9,707.10	9,707.10	275,412.90	3.40%
46 FINES,LICENSES & PERMITS	68,200.00	4,572.28	4,572.28	63,627.72	6.70%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	266,600.00	63,919.38	63,919.38	202,680.62	23.98%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 101 GENERAL FUND	2,005,795.00	206,231.92	206,231.92	1,799,563.08	10.28%

201 STREET FUND

42 INTERGOVERNMENTAL REVENUES	230,000.00	20,888.54	20,888.54	209,111.46	9.08%
48 MISCELLANEOUS REVENUES	2,250.00	2,425.19	2,425.19	(175.19)	107.79%
Sub Total 201 STREET FUND	232,250.00	23,313.73	23,313.73	208,936.27	10.04%

202 STATE HIGHWAY FUND

42 INTERGOVERNMENTAL REVENUES	17,400.00	1,693.66	1,693.66	15,706.34	9.73%
48 MISCELLANEOUS REVENUES	20.00	217.78	217.78	(197.78)	1088.90%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 202 STATE HIGHWAY FUND	17,420.00	1,911.44	1,911.44	15,508.56	10.97%

203 PARKS AND RECREATION FUND

41 LOCAL TAXES	375,000.00	43,445.85	43,445.85	331,554.15	11.59%
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	32,600.00	0.00	0.00	32,600.00	0.00%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	1,280.00	195.31	195.31	1,084.69	15.26%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 203 PARKS AND RECREATION FUND	408,880.00	43,641.16	43,641.16	365,238.84	10.67%

204 PERMISSIVE TAX

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 204 PERMISSIVE TAX	0.00	0.00	0.00	0.00	0.00%

205 STATE MOTOR VEHICLE LICENSE FU

42 INTERGOVERNMENTAL REVENUES	9,400.00	765.37	765.37	8,634.63	8.14%
48 MISCELLANEOUS REVENUES	45.00	362.31	362.31	(317.31)	805.13%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report January

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* Report Contains Filters

Sub Total 205 STATE MOTOR VEHICLE LICENSE FU	9,445.00	1,127.68	1,127.68	8,317.32	11.94%
206 ALC ED. & ENF. FUND					
46 FINES,LICENSES & PERMITS	100.00	0.00	0.00	100.00	0.00%
Sub Total 206 ALC ED. & ENF. FUND	100.00	0.00	0.00	100.00	0.00%
207 IRON HORSE RIVER TRAIL					
42 INTERGOVERNMENTAL REVENUES	1,200,000.00	20,722.37	20,722.37	1,179,277.63	1.73%
Sub Total 207 IRON HORSE RIVER TRAIL	1,200,000.00	20,722.37	20,722.37	1,179,277.63	1.73%
208 POLICE PENSION FUND					
41 LOCAL TAXES	13,000.00	0.00	0.00	13,000.00	0.00%
42 INTERGOVERNMENTAL REVENUES	2,000.00	0.00	0.00	2,000.00	0.00%
49 TRANSFER REVENUE	75,000.00	0.00	0.00	75,000.00	0.00%
Sub Total 208 POLICE PENSION FUND	90,000.00	0.00	0.00	90,000.00	0.00%
209 POLICE DRUG FUND					
46 FINES,LICENSES & PERMITS	400.00	15.00	15.00	385.00	3.75%
Sub Total 209 POLICE DRUG FUND	400.00	15.00	15.00	385.00	3.75%
210 LAW ENFORCEMENT					
46 FINES,LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 210 LAW ENFORCEMENT	0.00	0.00	0.00	0.00	0.00%
211 COMPENSATED ABSENCES					
48 MISCELLANEOUS REVENUES	100.00	574.11	574.11	(474.11)	574.11%
49 TRANSFER REVENUE	15,991.00	0.00	0.00	15,991.00	0.00%
Sub Total 211 COMPENSATED ABSENCES	16,091.00	574.11	574.11	15,516.89	3.57%
212 WWIP - GRANT					
42 INTERGOVERNMENTAL REVENUES	125,537.00	0.00	0.00	125,537.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 212 WWIP - GRANT	125,537.00	0.00	0.00	125,537.00	0.00%
215 LOCAL CORONAVIRUS RELIEF FUND					
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 215 LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report January

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
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* Report Contains Filters

216 CORONAVIRUS ARPA 2021 FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 216 CORONAVIRUS ARPA 2021 FUND	0.00	0.00	0.00	0.00	0.00%

220 DOWNTOWN REVITALIZATION

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 220 DOWNTOWN REVITALIZATION	0.00	0.00	0.00	0.00	0.00%

250 MICROENTERPRISE LOAN FUND

48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 250 MICROENTERPRISE LOAN FUND	0.00	0.00	0.00	0.00	0.00%

301 TAX CAPITAL IMPROVEMENT FUND

41 LOCAL TAXES	435,000.00	50,686.82	50,686.82	384,313.18	11.65%
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
43 SPECIAL ASSESSMENTS	500.00	0.00	0.00	500.00	0.00%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	23,500.00	0.00	0.00	23,500.00	0.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 301 TAX CAPITAL IMPROVEMENT FUND	459,000.00	50,686.82	50,686.82	408,313.18	11.04%

401 SEWER CAPITAL IMPROVEMENT FUND

41 LOCAL TAXES	375,000.00	43,445.85	43,445.85	331,554.15	11.59%
42 INTERGOVERNMENTAL REVENUES	381,570.00	0.00	0.00	381,570.00	0.00%
43 SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
49 TRANSFER REVENUE	300,000.00	0.00	0.00	300,000.00	0.00%
Sub Total 401 SEWER CAPITAL IMPROVEMENT FUND	1,056,570.00	43,445.85	43,445.85	1,013,124.15	4.11%

402 ARRA SEWER CAPITAL IMPROVEMENT

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 402 ARRA SEWER CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00%

501 WATER FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	1,239,500.00	111,277.63	111,277.63	1,128,222.37	8.98%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

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	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
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* Report Contains Filters

48 MISCELLANEOUS REVENUES	9,450.00	767.18	767.18	8,682.82	8.12%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 501 WATER FUND	1,248,950.00	112,044.81	112,044.81	1,136,905.19	8.97%

502 LIGHT FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	7,066,600.00	587,472.33	587,472.33	6,479,127.67	8.31%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	28,100.00	3,934.45	3,934.45	24,165.55	14.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 502 LIGHT FUND	7,094,700.00	591,406.78	591,406.78	6,503,293.22	8.34%

503 SEWER FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	985,200.00	86,388.39	86,388.39	898,811.61	8.77%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	9,250.00	597.66	597.66	8,652.34	6.46%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 503 SEWER FUND	994,450.00	86,986.05	86,986.05	907,463.95	8.75%

504 STORM SEWER FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	95,000.00	8,402.27	8,402.27	86,597.73	8.84%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	250.00	10.82	10.82	239.18	4.33%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 504 STORM SEWER FUND	95,250.00	8,413.09	8,413.09	86,836.91	8.83%

505 UTILITY DEPOSIT FUND

45 CHARGES FOR SERVICES	30,000.00	2,320.00	2,320.00	27,680.00	7.73%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 505 UTILITY DEPOSIT FUND	30,000.00	2,320.00	2,320.00	27,680.00	7.73%

506 WATER RESERVE

48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 506 WATER RESERVE	0.00	0.00	0.00	0.00	0.00%

507 CHASE/MONTPELIER WATER LINE RE

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report January

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
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* Report Contains Filters

Sub Total 507 CHASE/MONTPELIER WATER LINE RE	0.00	0.00	0.00	0.00	0.00%
508 CHASE/MONTPELIER SEWER LINE RE					
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 508 CHASE/MONTPELIER SEWER LINE RE	0.00	0.00	0.00	0.00	0.00%
701 INCOME TAX CONTROL					
48 MISCELLANEOUS REVENUES	25,000.00	108.61	108.61	24,891.39	0.43%
Sub Total 701 INCOME TAX CONTROL	25,000.00	108.61	108.61	24,891.39	0.43%
702 Credit Memo Utility Billing					
48 MISCELLANEOUS REVENUES	5,000.00	(295.93)	(295.93)	5,295.93	-5.92%
Sub Total 702 Credit Memo Utility Billing	5,000.00	(295.93)	(295.93)	5,295.93	-5.92%
Report Total :	15,114,838.00	1,192,653.49	1,192,653.49	13,922,184.51	7.89%

CASH FUND BALANCE

MONTH ENDED JANUARY 2024

PREMIER BANK	\$251,869.00	
PREMIER BANK - Savings	\$4,668,715.22	
DENTAL	\$3,000.00	

TOTAL CASH		\$4,923,584.22
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INVESTMENTS:

INVESTMENTS	<u>\$12,785,129.82</u>	
TOTAL INVESTMENTS		\$12,785,129.82

PETTY CASH		<u>\$1,950.00</u>
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TOTAL CASH AND INVESTMENTS		\$17,710,664.04
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LESS:

OUTSTANDING CHECKS		(\$88,032.12)
DEPOSIT FOR 501 C 3		\$0.00

PLUS:

Deposit In Transit -		\$0.00
Deposit In Transit		\$0.00
Deposit In Transit -		\$0.00
CC IN TRANSIT		\$1,461.49
TOTAL CASH AVAILABLE PER BANK		\$17,624,093.41

TOTAL CASH AVAILABLE PER BOOKS		\$17,624,093.41
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\$0.00

I have reviewed the following financial information: _____ date: _____

		Fund Balance - Unexpended					
\$4,920,584.22		\$400,042.99	0.0813	\$24,976.47	\$2,030.58	201	
		\$42,905.16	0.0087	\$24,976.47	\$217.78	202	
		\$71,377.49	0.0145	\$24,976.47	\$362.31	205	
		\$113,104.56	0.0230	\$24,976.47	\$574.11	211	
					\$3,184.78		
				\$0.00	\$21,791.69	101	
				\$26,554.63	\$26,554.63	101-482-001	inv int
				\$7,017.76	\$7,017.76	101-482-002	Chg in inv
				\$58,548.86	\$58,548.86		
INCOME TAX - CCA							
	\$231,709.38	0.40625000		\$94,131.94	101-000-413-000	0.625	0.40625
		0.21875000		\$50,686.43	301-000-413-000		0.21875
		0.18750000		\$43,445.51	203-000-413-000	0.1875	
		0.18750000		\$43,445.51	401-000-413-000	0.1875	
				\$231,709.38		1	
INCOME TAX - STATE NET PROFIT							
	\$0.00	0.40625000		\$0.00	101-000-413-000	0.625	0.40625
		0.21875000		\$0.00	301-000-413-000		0.21875
		0.18750000		\$0.00	203-000-413-000	0.1875	
		0.18750000		\$0.00	401-000-413-000	0.1875	
				\$0.00		1	
INCOME TAX - ATTORNEY GENERAL							
	\$1.80	0.40625000		\$0.73	101-000-413-000	0.625	0.40625
		0.21875000		\$0.39	301-000-413-000		0.21875
		0.18750000		\$0.34	203-000-413-000	0.1875	
		0.18750000		\$0.34	401-000-413-000	0.1875	
				\$1.80		1	
INCOME TAX - EL LIGHT COMPANIES							
	\$0.00	0.40625000		\$0.00	101-000-413-000	0.625	0.40625
		0.21875000		\$0.00	301-000-413-000		0.21875
		0.18750000		\$0.00	203-000-413-000	0.1875	
		0.18750000		\$0.00	401-000-413-000	0.1875	
				\$0.00		1	
	\$231,711.18						TOTAL TAX COLLECTIONS FOR MONTH

**FIRE CONTRACT – 2024
(ORC 9.60)**

JEFFERSON TOWNSHIP

This Agreement made and entered into this _____ Day of _____, 2023 by and between the VILLAGE OF MONTPELIER, OHIO hereinafter called the "VILLAGE", and the JEFFERSON TOWNSHIP, Williams County, Ohio, hereinafter called the "TOWNSHIP".

WITNESSETH:

Whereas, the Council of the Village and Trustees of the Township have determined to enter into this agreement providing for furnishing fire protection to the Township and inhabitants thereof commencing on January 1, 2024 to December 31, 2024.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

For and in consideration of the mutual promises and covenants contained herein, and for other good and valuable considerations, the parties entered into this contract for fire protection and all fire department related services, for that portion of the Township of Jefferson, Williams County, Ohio, commencing at a point where the centerline of County road 13 intersects with the intersection of County Road J, thence running east along the centerline of county Road J to the centerline of County Road 16, thence running north along the centerline of County Road 16 to the centerline of County Road M, thence running West along the centerline of County Road M to the centerline of County Road 15, thence running North to the Jefferson and Madison Township Boundary, thence running west to the centerline of County Road 13, thence running south along the centerline of County Road 13 to the point of origin; that portion of the Ohio Turnpike starting at County Road 13, thence running East to County Road 16 is included in and part of this Agreement.

The Village agrees to furnish, at its own expense throughout the territory described above, the use of existing fire equipment of the type needed to handle the type of fire to be brought under control, together with the services of enough personnel from the Montpelier Fire Department to operate said equipment when the same may be needed within the said Township. Additional units of fire equipment will be furnished for fire calls where in the judgment of the Fire Chief or other officer in charge of call determines that additional equipment is needed to control and extinguish the type of fire that exists. The "Jaws of Life" unit shall be considered a unit of equipment for this and for charging purposes.

For the year January 1, 2024 through December 31, 2024 the Township Trustees agree to pay to the Village for above services and the use of said fire equipment and manpower, the sum of forty-seven thousand two hundred eighty-nine dollars and thirty-two cents (\$47,289.32) Percentage of Runs Charge, for year 2024 for Fire Department coverage within said Township.

The runs for 2024 fees were calculated less the cancelled runs to the area of the Turnpike which are, zero (0) for 2018, one (1) for 2019, zero (0) for 2020, two (2) for 2021 and six (6) for 2022. For this contract the Township shall pay a flat fee of five hundred dollars (\$500.00) for each and any cancelled run only to the area on the Ohio Turnpike that this agreement covers. The year of 2022 also had zero (0) no charge runs. This component of the agreement shall be reviewed by the Council of the Village of Montpelier per the motion passed on December 23, 2008. Council's motion was "...to set in place for a five-year period of time unless a review of costs is requested by either party." The above amounts having been calculated using a five (5) year average of percentage of runs times expenses. It is further agreed that these flat annual fees place no limit on the number or length of time of fire calls within said Township. Payment of these fees shall be made to the Director of Finance of the Village of Montpelier on a quarterly basis as billed by said Director of Finance.

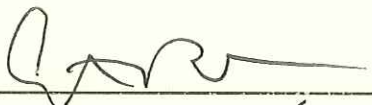
It is further agreed by and between the parties that nothing in this agreement shall be construed to give said Trustees any exclusive right in or to the use of services of said equipment to be provided, and further, nothing in this agreement shall be construed in any way to limit the right of the Village to the use and services of said equipment and manpower within the Village of Montpelier, nor limit the rights of said village to make similar agreements with other political subdivisions as to the same equipment and manpower. In the event of simultaneous calls, the call from within the Village of Montpelier shall receive preference; otherwise, all other calls received by the Montpelier Fire Department shall be answered with the equipment and manpower as stated as promptly and reasonably as is possible in the order in which they are received.

This agreement is entered into in accordance with the provisions of Section 9.60 of the Revised Code of Ohio, and shall be effective immediately upon its execution by the duly authorized elected or appointed officers of said political subdivision.

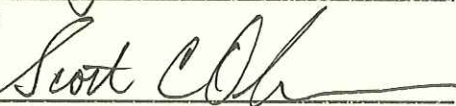
IN WITNESS WHEREOF, the said parties have caused their names to be subscribed hereto by their proper officers duly authorized in the premises on the day and year first above written.

TRUSTEES OF JEFFERSON TOWNSHIP

VILLAGE OF MONTPELIER


Trustee

Village Manager


Trustee


Trustee

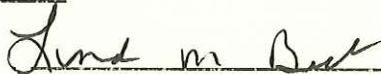
Approved by the Montpelier Village Council by motion duly passed on

The ____ day of _____, _____

Clerk of Council

Approved by the Township Trustees by motion duly passed on

The 2nd day of January, 2024


Fiscal Officer

SPENCER A. MELOUN

Public Accountant

13326 CR 10 • Montpelier, OH 43543

Phone (419) 485-4231

Fax (419) 485-5275

January 22, 2024

Montpelier Village Council
Montpelier Village Police Department

RE Request to continue Montpelier Village Auto
Cruise Ins for 2024 as follows:

Dates will be the same as before: The second and fourth
Tuesdays of June, July and August 2024.

June 11 and June 25

July 9 and July 23

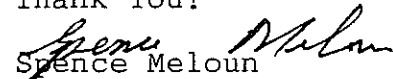
August 13 and August 27

Last year we had rain on 3 out of 6 Cruise Ins. WE still
had 280 cars total, but when the weather was great
on the last cruise in we had 80 cars!

We had a lot of new people attending last year, which is a
good sign. Also the Farmers Market started across from
the last cruise in. We hope they decide to continue this
year.

Would you please grant us your approval to continue our
cruise ins?

Thank You!


Spence Meloun
Cruise in Commitee

Spence & Sue Meloun
Roger & Tami Thorp
Dave Custer
Mike & Karen Esterline

Montpelier Municipal Utilities
RESIDENTIAL
UTILITY PROCEDURES

SECTION 1.00. ADOPTION MAINTENANCE AND DISSEMINATION OF PROCEDURES:

Section 1.01 These Procedures shall supplant and take precedence over any existing practices, rules or regulations (formal or informal) which are inconsistent herewith. Employees of the Village shall be required to comply with the Procedures in the same fashion as all other rules and regulations which govern public operations by Village officials or employees.

Section 1.02 The Montpelier Municipal Utilities office shall maintain copies of the Procedures. Within two weeks of the adoption of these Procedures, a copy of the Procedures (with attached exhibits) shall be provided to each employee of the Montpelier Municipal Utilities who shall immediately begin to familiarize themselves with the same. All new employees of the Montpelier Municipal Utilities shall be given a copy of the Procedures at the time of hire and be required to become familiar with the same.

SECTION 2.00 MISCELLANEOUS RATES AND FEES

Section 2.01 EXHIBIT A MISCELLANEOUS RATES AND FEES: Rates for deposits, door hangers, termination fees, and miscellaneous fees are set forth in the Resolutions and Ordinances and Fee Schedules as adopted by the Council of the Village of Montpelier.

SECTION 3.00 PROCEDURES FOR ESTABLISHING UTILITY SERVICE:

Section 3.01 APPLICATION PROCESS: Application for utility service shall be made by completing a utility application in the form attached hereto as Exhibit B "Application for Montpelier Municipal Utility Service." The Application shall contain the mailing address(es) of all owners and all current or anticipated occupants of the premises. Proof of ownership or a copy of the lease agreement along with proof of identification must be attached to the application. All requested information must be attached to the application in order for service to be established.

It is the Property Owner's Responsibility to notify the Utility Office of any changes in occupancy of the premises. The Application shall state that the property owner and the resident have the obligation to advise the Montpelier Municipal Utilities of any changes in occupancy of the premises.

Section 3.02 SHORT FORM: In the event that a customer has previously established a billing account in his or her name, a short form utility application attached hereto as Exhibit C "Short Form Application" can be completed as long as household information is the same. All requested information must be attached to the application in order for service to be established.

Section 3.03 RESPONSIBLE PARTIES: All adults and emancipated minors residing in a property are responsible for the charges at that property. See Section 3.06 (C)

Section 3.04 ARREARAGES/DELINQUENCIES: If a non-owner occupant (hereby known as "Tenant" and for the purpose of this document "Tenant" also refers to Land Contract Owner) of residential property makes application to establish a billing account in his/her own name, he/she may not be required to pay arrearages in the billing account applicable to the premises in question which were incurred by the owner or any prior occupant, but would be required to pay, if the charges occurred while the tenant in question was residing at the premises during that billing period. The applicant shall be required to pay any outstanding balance of charges and/or fees (plus interest) which remains on any prior account existing in the applicant's own name.

~~When a Tenant is already occupying the premises, the Montpelier Municipal Utilities shall not require the signature of the Owner in order to establish a billing account in the non-owner occupant's name. However, the Utility Office will attempt to notify the Owner by phone, mail or email that the Tenant has established a billing account applicable to the premises in question in his/her own name.~~

For the purpose of connecting a new tenant, if a landlord has not paid a past due bill on an account and the utilities have been disconnected, the Montpelier Municipal Utility reserves the right to refuse service to that property or any of the landlord's properties until all delinquencies have been brought current.

Section 3.05 UTILITIES LOCATED OUTSIDE CORPORATION LIMITS: Utilities located outside the Corporation limits of the Village of Montpelier must remain in the property owner's name. No tenant accounts can be established.

Section 3.06 DENIAL OF SERVICE: Every applicant denied service shall be so informed at the time of processing the application or as soon as practicable under the circumstances. Proper grounds for denial of an application include the following:

- (A) The premises requires specific repairs before utility service can be safely provided;
- (B) The applicant owes the Village an outstanding bill for an account in his/her own name;
- (C) An outstanding bill exists in the name of the person with whom the applicant previously shared occupancy and the prior account holder is no longer a resident at the premises.

Section 4.00 SECURITY DEPOSITS: The Montpelier Municipal Utilities will implement use of a security deposit for all residential customers (see Exhibit A).

- (A) Deposits are property specific.
- (B) Deposits will be held in the names of all those residents over the age of 18 unless the Utility Office is directed that it is held by a specific resident.
- (C) Deposits on file will be used to pay the final bill of the property for which the deposit was received.

Section 4.01 WAIVING OF DEPOSITS: The previous policy of waiving deposits has been rescinded.

Section 4.02 BALANCE OF ACCOUNT:

- (A) Upon "Finaling" the account of a property, the Utility Deposit shall be applied toward the account balance.
- (B) If the deposit is larger than the balance on the account, the remaining deposit shall be forwarded to the person or Entity that paid the deposit.
- (C) If the deposit is not large enough to satisfy the balance on the account, the Montpelier Municipal Utilities will bill the remaining balance to the customer of record.
 - a. After reasonable efforts have been made to secure payment of the remaining balance from the customer, the property owner will be responsible for payment of the outstanding balance on the account regardless of whose name is on the Application, as per ORC 743.04. For purposes of this section, the owner of the property will be determined based on the records of the Williams County Auditor. Payment will be obtained through a direct invoice, by certification to the taxes as is provided by the Ohio Revised Code, and/or through other legal methods available to the Montpelier Municipal Utilities.

Section 4.03 TENANT BALANCE ON FINAL BILLS: As in Section 4.02 above, if the tenant fails to pay the balance of the final bill, a record will be kept. If that tenant attempts to obtain service, that bill must be paid in full prior to service being established. Sections 3.06 (B) and (C), along with Section 5.00 (H) also apply to this section referring to the establishment and/or denial of utilities.

Section 4.04 CREDITING INTEREST: The previous practice of crediting the applicant's account for the amount of the security deposit plus interest earned thereon after five years of regular monthly payments has been revoked. All interest earned will be credited to the general fund to offset administrative costs for maintaining the deposits.

Section 5.00 TERMINATION OF UTILITY SERVICES: Utility service may be terminated by the Montpelier Municipal Utilities for any lawful reason, including without limitation, the following:

- (A) Non-payment of the utility;
 - 1. If during winter weather an electric account is limited due to non-payment of a utility bill, that account will have an additional 7 days from the placement of the limiter to bring the account current. If the account is not brought current the electricity to the property will be terminated. A reasonable attempt will be made to give notice to the resident and owner on the day the limiter is placed as to this procedure and that they may need to winterize the property in question. On day of termination, if the property is a rental property that has been established in a tenant's name, the property will be read out and placed back in the owner's name. It is the owner's responsibility to verify payment with the Village.
- (B) Emergencies and repairs;
- (C) At the request of the owner (but only under the conditions set forth in Sections 7.0;
- (D) Meter tampering, theft of service, or fraud;
- (E) Violation of the Village Housing Maintenance Code, the Ohio Basic Building Code, National Electric Code, or any other safety regulation; or if a condition at the property otherwise creates an imminent safety hazard or nuisance;
- (F) Condemnation, and/or any finding that the premises are unfit for human habitation, and/or vacation or abandonment of the premises;
- (G) Refusal to permit the Montpelier Municipal Utilities to have access to the premises to read the meter, inspect equipment, or conduct necessary repairs;
- (H) Attempting to obtain utility service while having an outstanding balance with the Montpelier Municipal Utilities by placing the utilities in another person's name, changing residence to avoid payment of the outstanding balance, or leaving the utilities in the Landlords name.
- (I) Abetting someone to obtain service (whose service has been shut off due to non-payment) by running electrical cords from one property to another.
- (J) If the property has been shut off due to non-payment, it shall be illegal to operate a generator to obtain electrical service.

Section 6.00 PROCEDURES FOR NOTICE OF PROPOSED TERMINATION OF RESIDENTIAL SERVICES:

Section 6.01: SERVICE ADDRESS IN TENANT OR OWNER OCCUPANT'S NAME: In cases in which the billing account is in the name of the Tenant or in the name of the Owner Occupant, and the account is in arrears, the following notice procedures shall be followed:

- (A) One day following the due date a notice of the anticipated termination of service shall be sent by mail to the Tenant or owner occupant who established the account at the mailing address set forth on the Application. The notice shall be in the form attached as Exhibit D "Delinquent Notice".

- (B) In addition, a notice in the form of Exhibit E "Door Hanger" shall be affixed to the door of the premises on a date as determined by the Director of Finance ~~in December of the preceding year~~ and as published on the utility bill of the month in question. The Montpelier Municipal Utilities, at its option, may elect to also send notice of the anticipated termination to the owner of the premises and to the Tenant of record if records indicate that the Tenant has a different mailing address. The Occupant may appeal the decision to terminate service to the Director of Finance by contacting the Montpelier Municipal Utilities within one (1) business day of the posting of the notice at the premises.
- (C) All Charges associated for the Door Hanger charge shall be assessed to the utility account when the designated Village employee physically leaves the Village Hall and must be paid.
- (D) The Door Hanger shall also advise the non-owner occupant or owner occupant that he/she is responsible to pay all service charges, which have been attached to the account, which may include charges for door hanger fees, disconnect fees, an increased deposit and the new bill if it has been calculated and posted to the account if termination of service is to be averted, or if service is to be reactivated.
- (E) On the date as determined by the Director of Finance ~~in December of the preceding year~~ and as published on the utility bill, utility services will be terminated to the premises; provided, however, that to the extent a customer requests an appeal before termination as permitted in Section 14:0-14:01 below, then termination shall not occur until the appeal has concluded.
- (F) On the day of termination, all Charges noted in Section 6.01 (D) above shall be assessed to the utility account once the disconnection batch has been processed and posted ~~when the designated Montpelier Municipal employee physically leaves the Village Hall~~ and must be paid in order to re-establish service or avoid disconnection.
- (G) Termination of service can be either water or electric utility or both utilities

Section 6.02 SERVICE ADDRESS IN LANDLORD'S NAME: In cases in which the billing account is in the name of the Landlord and the account is in arrears, the following notice procedures shall be followed:

- (A) A notice in the form of Exhibit G "Notice to Tenant of Termination when Account is in Landlord's Name" shall be sent to the service address in the name of the "resident" and to the tenant of record, if records indicate that the tenant has a different mailing address.
- (B) A notice in the form of Exhibit E "Door Hanger" shall be affixed to the door of the premises on a date determined by the Director of Finance ~~in December of the preceding year~~ and as published on the utility bill of the month in question. The occupant may appeal the decision to terminate service to the Director of Finance by contacting the Montpelier Municipal Utilities within one (1) day from the posting of this notice at the premises.

- ~~(C) — The Tenant shall be advised that they can establish a billing account in their name in accordance with Section 3.00.~~

Section 6.03 ADDITIONAL TERMINATION PROCEDURES:

~~Village employees dispatched to terminate service shall not terminate service until they make reasonable efforts to personally contact the occupants to:~~

- ~~(A) — Advise Occupant of the termination~~
- ~~(B) — Verify the proper address of the premises and identity of the occupants.~~
- ~~(C) — Verify meter numbers~~
- ~~(D) — Reasonable efforts shall include but not necessarily be limited to, knocking at the entry to each service address or otherwise attempting to gain the attention of the occupants.~~

Section 7.00 OWNER REQUESTED TERMINATION OF UTILITY SERVICE. If a landlord requests termination of service to residential property for reasons other than short term maintenance purposes, the Montpelier Municipal Utilities reserves the right to take steps to assure that the premises are not currently occupied. In order for a landlord to effect termination of service, the landlord shall be required to certify in writing that:

- (A) No tenants or other non-owner occupants, or holdover tenants or non-owner occupants, are in current possession of the premises;
- (B) No tenants or other non-owner occupants, or holdover tenants or non-owner occupants, are in current possession of keys to the premises;
 - a. Exception: In cases where the Tenant has informed the Montpelier Municipal Utilities that they have moved and requested the services to be read out of their names, the Landlord has the right to terminate services. Fees will be assessed to the Landlord.
- (C) The certification shall be in the form attached as Exhibit F. "Owner's Certification for Requested Utility Termination"
- (D) Under Ohio Revised Code Section 5321.15, no landlord of residential premises shall initiate any act, including termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated, for the purpose of recovering possession of residential premises, other than as provided in Chapters 1923., 5303., and 5321. of the Revised Code. The Village of Montpelier will not terminate utilities for any unlawful purpose.

Section 8.00 MEDICAL CERTIFICATE: It is the customer's responsibility to contact the Utility Office to inform them of any Life Sustaining Medically Necessary Equipment that is in the household.

Section 8.01 MEDICAL CERTIFICATE PROCEDURES: Once the office is notified, the Utility Office will forward a request for a certification in the form of Exhibit I "Medical Certification Form" to

be completed by the customer's physician and placed on file with the Montpelier Municipal Utility.

- (A) Form must be renewed every 90 days.
 - a. It is the responsibility of the resident to have their Medical Certificate updated.
- (B) A Medical Certificate does not relieve the Occupant from the responsibility to pay their Utility bill.
- (C) The Utility Office will keep an updated list of those with a Medical Certificate.

Section 8.02 Qualifying vs Non Qualifying Equipment

- (A) Dialysis, oxygen monitors, Respirator, Suction Machines, feeding pumps and infant apnea monitors (if other equipment is required) are examples of equipment that are Life Sustaining Medically Necessary Equipment.
- (B) Refrigerators, Air conditioners, Nebulizers, Apnea Monitors, Wheel Chair or bed confinement are examples of equipment that are not considered medically necessary to maintain utility services.

Section 8.03 TERMINATION OF RESIDENT WITH MEDICAL CERTIFICATE: If a resident with a Medically Necessary Equipment form becomes delinquent to the point of termination, the following additional steps will be taken:

- (A) An additional five (5) business days will be given to make their account current.
- (B) At the end of that five (5) day period, the electric will be restricted and the water will be terminated.
 - a. All fees will apply
- (C) After an additional 30 continuous days have passed, the resident will be notified that an additional 5 continuous days, all services will be terminated.
 - a. Additional fees will apply

Section 8.04 NOTIFICATION OF LANDLORD: If the property is in the name of a Tenant, the Landlord of the property will be informed that a Medical Certificate is on file with the Utility Office. This notification will come in the form of Exhibit J.

Section 9.00 SERVICE CHARGES: As set forth by Village Ordinance, the Montpelier Municipal Utilities will apply its normal service charges to accounts where applicable in cases where monthly payments are late, door hanger notices have been given, or service has been terminated and later reactivated. If both utilities are terminated, fees shall be assessed for each utility. As stated in Section 6.01 (D), fees are assessed when the disconnection batch has been processed and posted or 10:00 a.m., whichever is later, ~~Village employee leaves the Town Hall building to perform such service~~, whether or not the service-disconnection has yet been performed. The Village reserves its right to alter or change these fees, or add additional fees, as business circumstances warrant.

Section 10.00 PAYMENT PLANS: The Council for the Village of Montpelier hereby authorizes the Director of Finance or his/her designee to extend Payment Plans on a limited basis to the customers of the Montpelier Municipal Utility. Those procedures are as follows:

- (A) No more than two (2) payment plans per calendar year per customer.
- (B) Payment plans will be 50% of the bill due, but may not exceed 50% of the deposit on hand. Customers must pay balance within 10 consecutive days of the shut off date.
- (C) Payment plans shall only be allowed to be made with those whose name appears on the application.
- (D) If a customer has an appointment with an agency for help with their utility bill, that appointment must be held prior to shutoff day. An appointment with an agency does not defer termination of utilities.
- (E) No payment plans shall be extended to persons who have previously defaulted on a payment plan.
- (F) No payment plans will be accepted, on utility deposits or on bills under \$100.00
- (G) To be eligible for a payment plan, a new utility account must have six (6) months of good credit with the Montpelier Municipal Utilities.
- (H) A payment arrangement will not be allowed if the previous bill has not been paid in full – no carry over amounts.
- (I) No payment arrangements will be allowed when Montpelier Municipal Utilities have been notified by either party of a possible change in tenancy.

Section 11.00 RESTORATION OF SERVICE Water sServices to a property will not be restored unless a person 18 years of age or older is present. Electric service will be made readyarmed by at the Utility office staff. It and will then be the responsibility of the resident to push the black button on the electric meter to connect the power to the homemeter.

Section 11.01 RESTORATION OF SERVICE DUE TO NON-PAYMENT If service has been terminated due to non-payment of a utility bill, the Montpelier Municipal Utilities will defer actual restoration of service until the following:

- (A) The balance due on the account is paid in full.
 - a. Due to the credit risk of the account, if the new utility bills have been calculated, the balance due shall include those charges and any other miscellaneous charges that may have been applied since the previous billing.
- (B) If no deposit is currently being held on the property, the minimum deposit may be required.must be paid.
- (C) An additional deposit may be required to bring the deposit on hand up to 2.5 times the average bill on the property. This policy shall be enforced based on the credit history of the customer with the Montpelier Municipal Utility.
- (D) The Tenant establishes an account in his/her own name and pays the standard residential utility deposit in accordance with these Procedures.

Section 11.02 RESTORATION DUE TO REPAIRS: A Landlord, Owner or Tenant may request a temporary suspension of service to conduct non-emergency repairs at the premises. The Montpelier Municipal Utilities shall restore service suspended for non-emergency repairs upon the request of the Owner, Landlord, or a Tenant. As per the Village Schedule of Fees (Exhibit A), Montpelier Municipal Utilities may assess a reasonable charge against the party seeking the temporary suspension of service.

Section 11.03 RESTORATION DUE TO EMERGENCY If service is terminated by an emergency caused by the Montpelier Municipal Utilities or an act of God, no reinstatement charge shall be levied. If service is suspended by an emergency caused by any occupant, owner, a contractor of the owner or any occupant, or a guest of the owner or any occupant, a reasonable reinstatement charge (Exhibit A) may be levied as appropriate in the judgment of the Montpelier Municipal Utilities.

Section 12.00 REAL ESTATE ASSESSMENTS: The Montpelier Municipal Utilities makes use of ORC #743.04 whereby delinquent utility bills will be assessed against the real estate of the property. Properties will still be subject to the same termination procedures before and during an assessment period. By the transferring of the utility bill from the Montpelier Municipal Utility billing system to the Williams County Treasurer for collection the Montpelier Municipal Utilities does not forego its ability to terminate services nor does it forego its right to leave those services off until all invoices and assessments for utilities are paid in full.

Section 13.00 RED FLAG RULES: The Montpelier Municipal Utility takes its customers identity information very seriously and has adopted and implemented Red Flag Rules in an effort to protect its customers. These Rules do not prohibit the Montpelier Municipal Utilities from aiding Landlords in locating previous tenants who may owe a delinquent utility bill, nor does it prohibit the Montpelier Municipal Utilities from giving out credit history for its customers.

Section 14.00 APPEAL PROCEDURE: Consumers of utility service who wish to contest a village determination to deny service, terminate service or a billing matter shall be afforded an opportunity to do so. The following notice and appeal procedures shall apply:

- (A) ~~The Montpelier Municipal Utilities shall conspicuously post a notice at the customer service window at the Village Utility Department Offices advising customers that if~~ a service, termination or billing dispute is not resolved to his/her satisfaction, the customer has the right to request a meeting and to meet with the Finance Director of the Village, (or in his/her absence, the Village Manager or, Deputy Manager ~~or Supervisor Administrative Services~~) to discuss the dispute. In addition all notices of termination of services shall include a provision advising the recipient of the right to appeal the termination decision.
- (B) The customers' appeal rights shall consist of a face to face meeting with the Director of Finance, or if the customer prefers, a telephone meeting, at which the dispute shall be discussed. Persons exercising, these appeal rights shall be entitled

to reasonable access to Village business records concerning the affected service address in order to prepare for the meeting, and may request copies of such documents, for which the customer is responsible to pay copying costs. If the decision appealed from is the decision to terminate service, termination shall be stayed until the determination of the appeal. In the case where termination of service has occurred, the customer shall be obligated to request an appeal meeting no later than 5 days after termination of service.

- (C) The parties acknowledge the Director of Finance is empowered, when good cause is shown, to approve applications for service, to compromise or adjust bills, to negotiate, defer and compromise disputes as to payment demands, to cancel or postpone termination of service, and to authorize reinstatement of service. The Director of Finance shall, when consistent with the business interest of the Montpelier Municipal Utilities attempt to make reasonable arrangements to provide utility service, to provide for the payment of bills, and to provide reasonable security for payment of bills. However, the Director of Finance and other Village officials are not obligated to accept any proposal for billing, service, termination or reinstatement if in their judgement and discretion, the proposal is not reasonable, feasible, or consistent with the best interest of this policy or the Village.
- (D) The Director of Finance shall make a decision concerning the dispute after the meeting occurs. The person appealing shall be informed of the decision in person, by telephone or in writing. This notification shall be given within a reasonable time after the meeting, which shall generally be considered to be 5 business days.
- (E) A customer's inability to pay does not establish a right to appeal.

Section 15.00 BILLING ERROR: Although the Montpelier Municipal Utilities takes the utmost care when processing utility bills, we are aware that mistakes happen. Once a billing error has occurred, the Montpelier Municipal Utilities will take every effort to correct the situation as soon as possible. The Montpelier Municipal Utilities will not refund or collect any error beyond twelve (12) billing cycles.

Section 16.00 EFFECTIVE DATE: These procedures were effective on January 1, 2006 and formally approved by the Village Council on December 19, 2005 and amended as of August 28, 2006, November 26, 2012 and _____.

DEFINITIONS

Residential Non-Owners	Those who reside in a property that they do not own, renters, tenants. Those who have a land contract for a property in which they are residing.
Tenants	Residential non-owners, Land Contract owners
Owner Occupant	Those who own their property, either outright or through a bank mortgage, or reside in it.
Non Residential Owner	Those who own their property, either outright or through a bank mortgage, and choose to lease or rent property to another person or persons or who sell property to another person or persons on a land contract., Landlord.
Utilities	Light, water, sewer, storm sewer
Termination	Disconnection of any Village utility service
Finaling an Account	The process where a property has the meters read out and the last bill is prepared

EXHIBIT LIST

EXHIBIT A	MISCELLANEOUS FEE ORDINANCE
EXHIBIT B	APPLICATION FOR MONTPELIER MUNICIPAL UTILITY SERVICE- RESIDENTIAL
EXHIBIT C	SHORT FORM APPLICATION
EXHIBIT D	DELINQUENT NOTICE
EXHIBIT E	DOOR HANGER
EXHIBIT F	OWNER'S CERTIFICATION FOR REQUESTED UTILITY TERMINATION
EXHIBIT G	NOTICE TO TENANT OF TERMINATION WHEN ACCOUNT IS IN LANDLORD'S NAME
EXHIBIT H	UTILITY DEPOSIT SERVICE CONTRACT
EXHIBIT I	MEDICAL CERTIFICATION PROGRAM FORM
EXHIBIT J	NOTICE TO LANDLORD FOR MEDICAL CERTIFICATION PROGRAM

EXHIBIT A

UTILITY MISCELLANEOUS FEES

Non Payment Termination/Reconnection Fee - charged upon termination	\$75.00
Owner's request Termination/Reconnection Fee - charged upon termination	\$75.00

Termination/Reconnection fee for a water shut off for repair will be waived one time upon proof of an installation of a main shut off valve

THE ABOVE CHARGES ARE PER EACH UTILITY

Meter Testing	
a. If a meter is found more than 2% slow or fast	no charge
b. If a meter is slow or fast by 2% or less	\$50.00
c. Meter not owned by Montpelier Municipal Utilities	\$75.00
Underground electric	\$100.00 + \$1.75/ft trenching + material cost
Temporary electrical service	\$100.00**
Transfer of Account Fee to Read Meter and process utility application	\$20.00
Initial Service Connection-Location, Inspection of Service Entrance, Etc	\$50.00
Interconnection Application Fee	\$75.00
Trip Charge to reconnect or disconnect service caused by a violation of the rules and regulations	\$100.00
Unauthorized turn-on, fraud or illegal diversion of electricity or water	\$250.00 + Est consumption loss to Village
Returned Check or ACH	\$40.00
Residential Security Deposit	\$200 or the higher of 1.5 times of the average bill of the property or tenant
After hours request	\$100.00 + call time
Replace meter damaged by user	\$250.00 or cost which ever is higher
Refusal of access to user's premises or meter	\$100.00
Dept. reserves right to terminate service at pole or curb	
Door Hangers	\$10.00
Wiring Permit Fee	\$20.00
Meter Base Purchase	please check with office
Backflow Testing - 3" or less	\$75.00
Backflow Testing - 3" and over	\$150.00
Repairs	\$40 per hour + parts cost

TAP FEES WATER

A Class 1 Water Tap shall be required for all taps onto the Village Water Lines except those tapes requiring another class tap as established by this section or any other Ordinances of the Village

Inside Corporation Limits Water Tap Fees Class 1 Tap

3/4" or 5/8"	\$875
1"	\$975
Above 1"	\$975 + material and Labor costs in excess of 1"

Outside Corporation Limits Water Tap Fees Class I Tap

3/4" or 5/8"	\$975
1"	\$1,075
Above 1"	\$1075 + material and Labor costs in excess of 1"

An additional \$200 minimum up to actual cost of time and material charge will be made for all 3/4 inch and 1 inch water services that must be pushed under or cut through any roadway. Larger services & directional bores under paved areas are time and material.

A Class II Water Tap shall be required where a direct connection is made to the system and the parcel to be served by such connection has not heretofore been assessed, or is not to be assessed, for the construction of the water line to which the connection is to be made and such water line was constructed by the Village after June 1, 1985

Inside Corporation Limits Water Tap Fees Class II Tap

3/4" or 5/8"	\$1,500
1"	\$1,750
Above 1"	\$1750 + material and Labor costs in excess of 1"

Outside Corporation Limits Water Tap Fees Class II Tap

3/4" or 5/8"	\$1,600
1"	\$1,850
Above 1"	\$1850 + material and Labor costs in excess of 1"

An additional \$200 minimum up to actual cost of time and material charge will be made for all 3/4 inch and 1 inch water services that must be pushed under or cut through any roadway. Larger serviceees & directional bores under paved areas are time and material.

SEWER

Inspection Fee	\$75
----------------	------

Inside Corporation Limit

6 Inch	\$875
Above 6 Inch	\$975 + material and labor in excess of 6 inches

Outside Corporation Limit

6 Inch	\$975
--------	-------

An additional \$200 minimum up to actual cost of time and material charge will be made for all 6 inch and larger sanitary sewer services that must be pushed under or cut through any roadway. Larger services & directional bores under paved areas are time and material.

effective 1/1/2024

APPLICATION FOR MONTPELIER MUNICIPAL UTILITY SERVICE☐ **Owner/Occupant** ☐ **Residential Landlord** ☐ **Residential Tenant** ☐ **Land Contract**

For Departmental Use Only

Account Number: _____

Date: _____

Work Order #: _____

Deposit #: _____

Lease/Deed: _____

Driver's License: _____

Check Index: _____ Due Dates info.: _____

Deposit Agreement: _____

Income Tax Form: _____

PROPERTY INFORMATION_____
Address of location at which service is requested_____
Names and ages of all residents at the service location_____
Date occupancy began or is anticipated to begin**APPLICANT INFORMATION**_____
Name of Applicant_____
Most Recent Prior Address_____
Applicant's Billing Address_____
Applicant's Email Address_____
Applicant's Phone Number_____
Preferred Contact Method_____
Applicant's Date of Birth_____
Applicant's Driver's License Number_____
Applicant's Social Security Number_____
Applicant's Employer

CO-APPLICANT INFORMATION

Name of Co-Applicant

Most Recent Prior Address

Co-Applicant's Billing Address

Co-Applicant's Email Address

Co-Applicant's Phone Number

Preferred Contact Method

Co-Applicant's Date of Birth

Co-Applicant's Driver's License Number

Co-Applicant's Social Security Number

Co-Applicant's Employer**In case of emergency, who shall we contact:**

Name & Number: _____

Alternate Name & Number: _____

LANDLORD INFORMATION (if applicable)

Name of Landlord

Address of Landlord

Phone Number of Landlord

As the legal land owner, any change of occupancy/ownership shall be your responsibility for notification to the Utility Department and there will not be any lapse in time of your responsibility.

SECURITY DEPOSIT INFORMATION

The Standard Security Deposit is due at the time of Application for Utility Service. As set forth in the Utility Procedures Section 4.00-4.04, the Utility Department reserves the right to collect a deposit at any time.

IMPORTANT NOTICES (all responsible parties please read and initial, including, if applicable, landlord)

1. If you anticipate ever renting the property to a third party, or otherwise anticipate any changes in occupancy, you have a continuing obligation to advise the Utility Department of any changes in the occupancy of the premises, and the identity and mailing address of new tenants and/or occupants. _____
2. Falsification of information on this application may be cause for termination of utility service. _____
3. By signing this application you are authorizing the Utility Department to contact your prior utility service for credit information. _____
4. Utility services can be discontinued if you fail to pay your account balance by the designated date. _____
5. Past due balances which are not covered by a security deposit or go uncollected will be posted as a lien against the property, taken to small claims, or sent to a collection agency. _____
6. The Montpelier Municipal Utility takes its customers identity information very seriously and has adopted and implemented Red Flag Rules in an effort to protect its customers. These Rules do not prohibit the Montpelier Municipal Utilities from aiding Landlords in maintaining their properties, locating previous tenants who may owe a delinquent utility bill, aiding tenants in contacting their landlord, nor does it prohibit the Montpelier Municipal Utilities from giving out credit history for its customers. _____

By signing and initialing this application, you hereby agree to abide by the Utility Regulations of the Montpelier Municipal Utilities.

Signature of Applicant/Date

Signature of Landlord (if applicable)

Signature of Co-Applicant/Date

Signature of Department Representative

Application Accepted: ____yes ____no

Date:_____

A complete set of the utility rules and regulations can be found at www.montpelieroh.net

**MONTPELIER MUNICIPAL UTILITIES
SHORT FORM APPLICATION**

☐ Owner/Occupant ☐ Residential Landlord ☐ Residential Tenant ☐ Land Contract

For Departmental Use Only

Account Number: _____
Date: _____
Work Order #: _____
Deposit #: _____
Lease/Deed: _____
Driver's License: _____
Check Index: _____ Due Dates info.: _____
Deposit Agreement: _____
Income Tax Form: _____

PROPERTY INFORMATION

Name of Applicant(s) and all residents at the service location

Address of location at which service is requested

Billing address if different than above

Phone Number and Email Address

Date service is requested

In case of emergency, who shall we contact?

Name & Number

Alternate Name & Number

Name of Landlord

Address of Landlord

Phone Number of Landlord

As the legal land owner, any change of occupancy/ownership shall be your responsibility for notification to the Utility Department and there will not be any lapse in time of your responsibility.

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3. By signing this application, you are authorizing the Utility Department to contact your prior utility service for credit information. _____
4. Utility services can be discontinued if you fail to pay your account balance by the designated date. _____
5. Past due balances which are not covered by a security deposit or go uncollected will be posted as a lien against the property, taken to small claims, or sent to a collection agency. _____
6. The Montpelier Municipal Utility takes its customers identity information very seriously and has adopted and implemented Red Flag Rules in an effort to protect its customers. These Rules do not prohibit the Montpelier Municipal Utilities from aiding Landlords in maintaining their properties, locating previous tenants who may owe a delinquent utility bill, aiding tenants in contacting their landlord, nor does it prohibit the Montpelier Municipal Utilities from giving out credit history for its customers. _____

By signing and initialing this application, you hereby agree to abide by the Utility Regulations of the Montpelier Municipal Utilities.

Signature of Applicant/Date

Signature of Landlord (if applicable)

Signature of Co-Applicant/Date

Signature of Department Representative

Application Accepted: ____yes ____no

Date: _____

A complete set of the utility rules and regulations can be found at www.montpelieroh.net



419-485-8316

TO
TO

Payment must be received in the Village Hall by 4:30 pm on the due date to avoid 10% penalty.

KEEP THIS PORTION FOR YOUR RECORDS

**You are hereby advised that the bill for utilities is unpaid.
Unless this bill is paid by the date specified on the
bottom front of this form, your service will be terminated.**

**Please Note: The amount of the bill, the last payment day and termination day are all
indicated on the front of this notice.**

In the event the premises are occupied by a nonowner (tenant), and the billing account is in the owner's (Landlord's name), the nonowner occupant will be separately advised of the arrearage and of ways he/she might independently avert termination of services.

If payment has already been mailed, please disregard this notice. If not, you may contact the Department of Public Utilities to discuss ways to bring your account current if you wish to avert termination of services. You must contact the Department of Public Utilities no later than 4:30 pm on the last business day prior to the scheduled date of termination of service if you wish to discuss ways to bring your account current and avert termination. You are responsible to pay all service charges which have attached to the account if termination of services is to be averted or if service is later reinstated after termination. Office hours are 8:00 am to 4:30 pm Monday through Friday. You may stop in or call at 419-485-8316. The department of Public Utilities is willing to discuss payment options; however the department is under no obligation to accept any proposed payment plan.

If after termination occurs, and you wish to appeal the termination decision to the Director of Finance, you may do so by contacting the department of Public Utilities within 5 days after the termination of service.

**Door hanger charges are added to the delinquent utility account
as soon as the meter reader leaves the utility office.**

**Termination fees are added to the delinquent utility account
as soon as the electric and or water department vehicle leaves the utility office.**

**A door hanger will be placed at your residence
two (2) working days prior to the termination date.
Charge for the door hanger is \$10.00**

- NOTICE -

**If you have doubts about anyone
claiming to represent the
Village of Montpelier please call 419-485-8316**

NOTICE TO ALL OCCUPANTS OF TERMINATION OF SERVICES

Payment must be made by cash, money order, bank check or credit card. NO PERSONAL CHECKS WILL BE ACCEPTED ONCE THE DOOR HANGERS HAVE BEEN PRINTED.

Once Door Hangers are printed, a disconnection fee will be assessed. Due to the process of disconnection, this fee will remain whether or not the Utility Department has physically terminated your service.

If both electric and water are not terminated on the above mentioned date, no sooner than 40 hours later the other service may be terminated and another disconnection fee may be assessed.

If your services are terminated and the new utility bill has been posted to your account, you will need to pay the entire balance due (including the new bill) in order to have your services reestablished. If you are terminated, you will be required to bring your deposit up to two and one half times (2.5) the average utility bill of the property.

Occupants must contact the Montpelier Municipal Utilities prior to 4:30 p.m. on the last business day prior to the scheduled termination date to discuss alternatives to avoid an interruption in service.

NO PAYMENT ARRANGEMENTS WILL BE MADE ON THE DAY OF SHUT OFF. LANDLORDS MUST APPROVE ALL PAYMENT ARRANGEMENTS. IF YOU ARE MEETING WITH AN AGENCY, THOSE APPOINTMENTS MUST OCCUR BEFORE THE SHUTOFF DATE.

Office hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. You may stop in or call 419-485-8316.

You may appeal the decision to terminate service to the Director of Finance by contacting the Montpelier Municipal Utilities within 1 day from the posting of this notice at the premises

Date Notice Placed _____

NOTICE TO ALL OCCUPANTS OF TERMINATION OF SERVICES

**OWNER'S CERTIFICATION
FOR
REQUESTED UTILITY TERMINATION**

I _____ certify that I am the Owner of the premises

located at _____. I have advised the Montpelier Municipal Utilities that I request utility service be terminated at the above address.

I hereby certify that 1) no tenants, holdover tenants, or other non-owner occupants are in current possession of the premises and 2) no tenants, holdover tenants or other non-owner occupants are in current possession of keys to the premises.

I agree that if any of the foregoing is not true, I will indemnify and hold the Village harmless from all losses, damages, claims, expenses, attorneys fees and all other costs in any way connected to or expended as a consequence thereof. If the Village receives notice that the foregoing is not true prior to termination, I understand and agree termination will not occur.

Owner/Landlord

Notice To Tenant of Termination
When Account is in Landlord's Name

Montpelier Municipal Utilities
211 N Jonesville St
PO Box 148
Montpelier, OH 43543

Resident

Montpelier, OH 43543

You are hereby advised that, due to the failure of the Landlord for the premises you are occupying at the above address to pay the utility bill on the premises, electric and or water services will be terminated on _____. The total amount of the past due bill, with service charge is _____.

You may avoid an interruption in service by establishing a billing account in your name, which will require the payment of the standard utility security deposit of _____. You may also avoid an interruption in service by paying the past due bill and all service charges in full.

Please contact the Montpelier Municipal Utilities to discuss this or other related alternatives to avoid an interruption in service. You must do so prior to 4:30 p.m. on the last business day prior to the scheduled date of termination of service to avoid an interruption in service. Office hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday. You may stop in or call at 485-8316.

Montpelier Municipal Utilities

Date



Exhibit H

UTILITY DEPOSIT SERVICE CONTRACT

I, _____, owner of the building, apartment or residence located at: _____, authorize the Village of Montpelier to certify delinquent utility bills for the above described property to the Williams County Auditor to be collected with the real estate taxes.

Signed this _____ day of _____, _____

Owner

Owner

Before me a Notary Public in and for said County and State, personally appeared the above named _____, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at Montpelier, Ohio, this _____ day of _____, _____

Notary Public or Village of Montpelier Witness

PROVIDING SPECIAL NOTIFICATION FOR CUSTOMERS WITH MEDICAL NEEDS

How Do Customers Qualify For The Medical Certification Program?

If you are an MMU customer whose life-sustaining equipment is dependent on electrical service, you may qualify for Medical Certification. Here's how:

- First, you must obtain verification from a physician regarding your medical condition, type of equipment and length of time the equipment is needed. Examples of qualifying equipment include: Dialysis, oxygen concentrators, heart monitor or feeding pump. **Ask your physician to complete the validation form in this brochure and mail it to MMU.**
- Once the completed form is received and reviewed for eligibility, you will be able to participate in the program within 48 hours. MMU will maintain a record of your power needs. Your meter will also be marked with a medical seal.
- *You will need to recertify your medical need every 90 days.*
- Equipment not considered life sustaining: Refrigerator, Air Conditioner, Nebulizer, Apnea Monitor unless other equipment needed, Wheel Chairs or bed confinement.

What Happens If the Medical Certification Program Is No Longer Required?

When you no longer require life-sustaining equipment, simply call MMU at

419-485-8316

Financial Assistance

If you are having problems paying your utility bill, there are agencies that are willing to help. Please contact the Utility office for a list of these agencies.

Please be aware that the Medical Certification Program does not relieve a customer from paying his or her utility bill. The following additional steps will be taken by the Montpelier Municipal Utilities:

If a resident becomes delinquent to the point of termination, the following additional steps will be taken:

- A. An additional five (5) business days will be given to make your account current.
- B. At the end of that five (5) day period, the electric will be restricted and the water will be terminated. (all fees will apply)
- C. After an additional 30 continuous days have passed, the resident will be notified that in an additional five (5) continuous days, all services will be terminated. Additional fees will apply.

If you are a tenant, the Landlord of the property will be notified that you have filed a Medical Certification with the Montpelier Municipal Utilities. Your landlord will only be notified that this certification is on file, but will not be given any medical information.



MEDICAL CERTIFICATION PROGRAM

MONTPELIER MUNICIPAL UTILITIES

YOUR PUBLIC POWER COMMUNITY



MEDICAL CERTIFICATION PROGRAM

Validation of Medical Necessity

PART 1—to be completed by MMU Customer

Account No. _____

Customer Name: _____

Relationship to Patient: _____

Patient's Permanent address: _____

Telephone Number: _____

PART 2—The following is to be completed by a licensed medical professional and only after your, or someone in your office, has examined the individual whose name appears as the patient on the form below:

I certify, that to the best of my knowledge, the information below is true.

The following individual has a medical necessity for life-sustaining equipment:

Patient Name: _____

Date of Birth: _____

Pertinent Diagnosis: _____

PART 2 - Continued

Qualifying Equipment (electrical equipment in-home usage):

Oxygen Concentrator _____ Heart Monitor _____

Feeding Pump _____ Respirator _____

Dialysis (In Home) _____ Suction Machine _____

Infant Apnea Machine (if other equipment is required) _____

Other: _____ (nebulizers are not considered life sustaining equipment)

Estimated Length of Need _____ (recertification every 90 days)

I certify that I advised my patient that disclosure of the requested information may be subject to redisclosure by the recipient and no longer be protected by the HIPAA rules and regulations.

Physician Signature: _____

Physician Name: _____

License/Certification No. _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

(Please note: MMU may need to contact your physician for verification of this information)

Physician

Please return completed form to:

Montpelier Municipal Utilities
P O Box 148
Montpelier, OH 43543
419-485-8316 (Phone)
419-485-4947 (Fax)

Providing Special Notification For Customers With Medical Needs

At Montpelier Municipal Utilities, we know that electric service is important to all our customers. But for those whose medical conditions require the use of life-sustaining equipment, we've taken reliability a step further by establishing the Medical Certification Program.

What Does The Medical Certification Program Provide?

Medical Certification is designed to provide MMU customers with reasonable prior notice of power interruption due to scheduled service maintenance—which, in turn, will allow them time to secure back-up power for their medical equipment.

What Services Are NOT offered by Medical Certification?

In the event of emergency power failures due to natural causes or unforeseen system problems, Medical Certification cannot provide prior notification. In these situations, it is the customer's responsibility to have a power back up system for their medical equipment, as well as an action plan for proceeding to the nearest medical facility.

In addition, Medical Certification does not exempt customers from service disconnection if they do not make regular payments on their account, do not keep payment arrangements or if they fail to provide information to re-validate their participation.

MMU customer: Please cut panel along this line and save for your personal reference.





NOTICE TO LANDLORD

This notice is to advise you that your tenant _____ at:

_____ has entered into the Medical

Certification program effective _____.

This program does not necessarily mean that the tenant has not paid their utility bill, but does put them on a list for notification of planned outages.

If they do have difficulty paying their bill, the following are the regulations covering that:

If you are having problems paying your utility bill, there are agencies that are willing to help. Please contact the Utility office for a list of these agencies.

Please be aware that the Medical Certification Program does not relieve a customer from paying his or her utility bill. The following additional steps will be taken by the Montpelier Municipal Utilities:

If a resident becomes delinquent to the point of termination, the following additional steps will be taken:

- A. An additional five (5) business days will be given to make your account current.*
- B. At the end of that five (5) day period, the electric will be restricted and the water will be terminated. (all fees will apply)*
- C. After an additional 30 continuous days have passed, the resident will be notified that in an additional five (5) continuous days, all services will be terminated. Additional fees will apply.*

All utility regulations can be found on our website at **www.montpelieroh.net**.

**APPLICATION FOR PLACEMENT OF
FARMLAND IN AN AGRICULTURAL DISTRICT**
(O.R.C. Section 929.02)

(See page 4 for General Information regarding this Application)

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

- List description of land as shown on the most recent tax statement or statements. Show total number of acres.
- Describe location of property by roads, etc. and taxing district where located.
- State whether any portion of land lies within a municipal corporation.

NOTE: See "Where to File" on page 4 to be sure that a copy of this Application is also filed with the Clerk of the municipal legislative body as well and the County Auditor.

-A renewal application must be submitted after the first Monday in January and prior to the first Monday in March of the year in which the agricultural district terminates for the land to be continued in this program.

-If the acreage totals 10 acres or more, do not complete part D.

-If the acreage totals less than 10 acres, complete either D(1) or (2).

-Do not complete page 3. This space to be completed by the County Auditor and/or Clerk of the municipal legislative body.

Deadline to return: 03/04/2024

FIRST NOTICE

A: ROSE DEBRA A TRUSTEE AND ROSE B NATHAN
12475 COUNTY ROAD K
MONTPELIER OH 43543

Application No: M14545

Original Year: 02/2009

Renewal Year: 2024

Description of Land as shown on Property Tax Statement:

R. 2T, 7S, 11TR, 229.49A, 151-01120-
000 9.49A / R. 2T, 7S, 11PCL 505.000 EXPT 25.44A
151-00870-000

Location of Property:

E Steuben St
Street or Road

Williams
County

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of ACRES
151	072-110-81-005.000	25.44
151	072-110-81-006.000	9.49
TOTAL ACRES		34.93

FILED
JAN 22 2024

VICKIE L. GRIMM
WILLIAMS COUNTY, AUDITOR

OVER →

Application No: M14545

B. Does any of the land lie within a municipal corporation limit or subject to pending annexation? ☒ YES ☒ NO
IF YES, REMEMBER a copy of this application must be submitted to the Clerk of the municipal legislative body.

C. Is the land presently being taxed at its current agricultural use valuation under section 5713.31, O.R.C.? ☒ YES ☐ NO
I think so

1. If "NO" complete the following showing how the land was used the past three years:

	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
	Acres	Acres	Acres
Cropland			
Permanent Pasture used for animal husbandry			
Woodland devoted to commercial timber and nursery stock			
Land Retirement or Conservation Program pursuant to an agreement with a federal agency			
Building areas devoted to agricultural production			
Roads, building areas, and all other areas not used for agricultural production			
Total Acres			

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government?

☒ YES ☐ NO

If "NO" complete the following:

1. Attach evidence of the gross income for each of the past 3 years, if the average yearly income from agricultural production was at least twenty-five hundred (\$2,500.00) dollars or more, OR
2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred (\$2,500.00) dollars or more, evidence must be attached showing the anticipated gross income.

Authorization and Declaration

By signing this application I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct application. I understand that land removed from this program before the 5-year enrollment period is subject to penalty, in accordance with Section 929.02(D) of the Ohio Revised Code.

Debra Rose
SIGNATURE OF OWNER

1-22-24
DATE

419-212-7068
PHONE NUMBER

Application No: M14545

DO NOT COMPLETE FOR OFFICIAL USE ONLY

Action of County Auditor

CAUV Application No. _____

Application Approved _____ Rejected _____ *

Date Application Filed with County Auditor _____

Date Filed (if required) with Clerk of Municipal Corporation _____

County Auditor's Signature _____ Date _____

Date Decision Mailed to Applicant _____ Certified Mail No. _____

Action of Legislative Body of Municipal Corporation

Application Approved _____ Approved with Modifications _____ * Rejected _____ *

Date Application Filed with Clerk _____

Date of Public Hearing _____

Date of Legislative Action _____

Clerk's Signature _____ Date _____

Date Decision Mailed to Applicant _____ Certified Mail No. _____

* IF MODIFIED OR REJECTED, ATTACH SPECIFIC REASONS FOR MODIFICATION OR REJECTION

Application No: M14545
INFORMATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

A. WHO MAY FILE?

Any owner of land used for agricultural production may file an application to have the land placed in an agricultural district.

B. WHERE TO FILE

The completed application must be filed with the auditor of the county where the land is located. The applicant will be notified of action taken by the county auditor within 30 days of the filing of the application if the land is not within a municipal corporation or an annexation petition has not been filed. If the land for which an application has been made lies within a municipal corporation limit or if an annexation petition that includes the land has been filed with the Board of County Commissioners under Section 709.02 of the Ohio Revised Code, a copy of the application must also be filed with the Clerk of the legislative body of the municipal corporation. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

C. WHEN TO FILE AND RENEWAL

The original application may be filed at any time for placement of land in an agricultural district for a five-year period. If at the end of five years, the owner decides to keep some or all of his or her land in a district, he or she shall submit a renewal application and must meet the same land requirements and use the same application process as the original application. The renewal application may be filed at any time after the first Monday in January and prior to the first Monday in March of the year during which an agricultural district terminates, for a period of time ending on the first Monday in April of the fifth year following the renewal application.

D. WHAT IS "LAND USED FOR AGRICULTURAL PRODUCTION?"

In accordance with Section 929.01(A) of the Revised Code, land is devoted to "agricultural production" when it is used for commercial aquaculture, apiculture, animal husbandry, poultry husbandry; the production for a commercial purpose of field crops, tobacco, fruits, vegetables, timber, nursery stock, ornamental shrubs, ornamental trees; flowers or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth.

"Agricultural production" includes conservation practices provided that the tracts, lots, or parcels of the land or portions thereof that are used for conservation practices comprise not more than twenty-five percent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed.

"Conservation practices" are practices used to abate soil erosion as required in the management of the farming operation, and include, but are not limited to, the installation, construction, development, planting, or use of grass waterways, terraces, diversions, filter strips, field borders, windbreaks, riparian buffers, wetlands, ponds, and cover crops for that purpose.

E. WHAT DOES "TRACTS, LOTS, OR PARCELS OF LAND" MEAN?

Tracts, lots, or parcels mean distinct portions of pieces of land (not necessarily contiguous) where the title is held by one owner, as listed on the tax list and duplicate of the county, is in agricultural production and conforms with the requirements of either D1, D2, or D3 below.

F. ARE THERE ANY OTHER REQUIREMENTS?

1. The land for which the application is made must have been used exclusively for agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with a federal agency for the three consecutive calendar years prior to the year in which application is made. Evidence must be shown on the application. If the land contains timber which is not being grown for commercial purposes the land on which the timber is growing must be contiguous to or part of a parcel under common ownership that is otherwise devoted exclusively to agricultural use.

2. If the total amount of land for which application is made is less than 10 acres, there is an additional requirement that the applicant submit evidence with his application that the activities conducted on the land have produced an average yearly gross income of at least twenty-five hundred dollars over the three years immediately preceding the year in which application is made or that the land will produce an anticipated annual gross income of that amount.

3. Evidence of annual gross income may be satisfied by attaching to the application form a short statement stating the number of animals by species and anticipated market value, number of acres of crops to be grown, their expected yield and price per bushel or similar specific information.

G. IS THERE A PENALTY FOR EARLY WITHDRAWAL?

Land removed from this program before the 5-year enrollment period is subject to penalty, per Section 929.02(D) of the Ohio Revised Code. See County Auditor's Office for details on how the amount of the withdrawal penalty is determined.

H. APPEAL OF APPLICATION

The applicant may appeal the denial of the application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice denying the application. When the land lies within a municipality the applicant may also appeal a decision to modify or reject an application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice of modification or rejection. In addition, the applicant may withdraw an application modified by a legislative body if he or she disapproves of the modifications.

WHAT IF LAND IS TRANSFERRED TO ANOTHER OWNER DURING THE TERM OF AN AGRICULTURAL DISTRICT?

Land transferred to a new owner shall continue in an Agricultural District if the new owner advises the Auditor in writing that he intends to continue to use the land for agricultural purposes. Failure to do so is considered a withdrawal and would be subject to the penalties.

IS THERE A RELATIONSHIP OF THE AGRICULTURAL DISTRICT TO OTHER FARM PROGRAMS?

The qualifications for the formation of an Agricultural District are the same as those for Current Agricultural Use Value (CAUV) program in real estate taxation. The same land can be in either program or both, but making an application for one program does *not* automatically include the landowner in the other. A separate application is needed for each program.



VICKIE L. GRIMM
Williams County Auditor



**One Courthouse Square
Bryan, Oh 43506
Phone (419) 636-5639
Fax (419) 636-8584**



AGRICULTURAL DISTRICTS

Information for
Williams County Residents

If you own farmland in Williams County the Farmland Preservation Act would be of interest to you. This Act, passed by the Ohio Legislature in 1982 and updated in 1993, helps assure that open land remains just that – open for agriculture. This Act, combined with Chapter 929 of the *Ohio Revised Code (Agricultural Districts)* helps to remove outside pressures that can cause farmland to be converted to non-agricultural uses.

This brochure provided a brief summary about the Farmland Preservation Act and its effect on farming operations.

VICKIE L. GRIMM
Williams County Auditor

HOW DID THIS PROGRAM COME ABOUT?

The Ohio Farm Bureau Federation was instrumental in the construction of this law which can help landowners deal with water and sewer assessments, nuisance lawsuits and the powers of eminent domain. The Farm Bureau worked with leading legislators and in 1982, the Ohio General Assembly forged this new law.

WHAT ARE THE BENEFITS TO THE LANDOWNER?

The law permits an owner of farmland to create an Agricultural District provided certain requirements are met:

- (1) Owners of land in an Agricultural District receive a deferment of any new assessments for improvements such as water or sewer systems as long as the land continues to be farmed;
- (2) Legal protection for any generally accepted agricultural practice in the event of a nuisance lawsuit filed against the farming operation;
- (3) Limited protection against the use of eminent domain power of government (a governmental entity may only appropriate 10 acres or 10% of an individual tax parcel, whichever is greater);
- (4) Protects farm market operators from certain zoning regulations and requires the power siting commission to consider the impact of new power facilities on land in an Agricultural District.

WHAT ARE THE MINIMUM REQUIREMENTS TO FORM AN AGRICULTURAL DISTRICT?

- (1) The land must be devoted exclusively to agriculture or to an approved federal government land retirement or conservation program.
- (2) The land must be composed of tracts, lots, or parcels that total not less than ten acres or, if less than ten acres, have an average annual gross income of \$2,500 from agricultural production during the previous three years, or can provide evidence that this level of income will be achieved at the time of application.

WHAT ARE THE STEPS TO FORM AN AGRICULTURAL DISTRICT?

- (1) Any owner of land used in agricultural production who meets the necessary qualifications can place land in an agricultural district by filing an application with the Williams County Auditor's office.
- (2) If the land is located within the boundaries of a municipal corporation, an additional application must be made to the city or village.

WHAT IS THE TIME LIMIT FOR FILING?

The initial application to place land in an Agricultural District may be made anytime. There is no cost or fee for filing the application.

WHO IS RESPONSIBLE FOR THE APPROVAL OF AN AGRICULTURAL DISTRICT?

- (1) In case of land outside a municipality , the County Auditor will determine if the land meets the minimum requirements and will provide written notice to the landowner.
- (2) In the case of land within municipal boundaries, the city or village must approve, modify or reject the application within 30 days of a public hearing. If the municipality fails to take any action, the application is approved. Modifications may include the limiting of assessment benefits, nuisance protection, and duration of district, but is not necessarily limited to those areas.

If the land becomes annexed by a municipality after it is already in the program, then the municipality does not have the power to review the application providing the land was not sold or transferred to another person (except within the immediate family), the owner that established the district did not sign the annexation petition, and the owner did not vote in favor of annexation.

WHAT IS THE TERM OF AN AGRICULTURAL DISTRICT?

If approved, the Agricultural District will be in effect for five years from the date of application. Renewal may be made anytime after the first Monday of January during the fifth year. If not renewed by the first Monday of March of the fifth year, landowners will be notified that failure to renew by the first Monday in April will cause the land to be removed from the Agricultural District. Converting the land to another use after the five year period carries no penalty and there is no obligation to sign up again.

WHAT IS THE PENALTY FOR WITHDRAWAL FROM AN AGRICULTURAL DISTRICT?

It is important that owners considering placing their land in an Agricultural District realize that they are making a commitment for five years and that conversion of the land to other than agricultural use prior to the end of that period carries an expensive penalty.

If the land is also included in the CAUV program, early withdrawal from an Agricultural District requires collection of the amount of taxes saved, for up to three years, including an additional penalty based on the current prime rate % of that tax savings amount for early withdrawal as would have been charged under *Ohio Revised Code* Section 5713.34.

If the land was not included in the tax savings program, then conversion of the land from agricultural use will subject the owner to a penalty of the current prime rate % of the amount of tax savings for the three years prior if it had been in such a program for the period of time the land was included in an Agricultural District.

Early withdrawal will also require that assessments, deferred during the period land was included in an Agricultural District, are immediately collectible.

RESOLUTION 1389

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PURCHASE A PICKUP TRUCK FOR THE WATER SEWER DEPARTMENT

BE IT RESOLVED by the Council of the Village of Montpelier, Williams County,
State of Ohio, that:

SECTION 1: The Village Manager is hereby authorized to purchase through Ohio
Department of Administrative Services one (1) GMC Sierra 2500HD from Cronin Auto
Inc. for the Water Sewer Department at a price not to exceed \$50,000.00.

SECTION 2: This resolution shall be in full force and take effect immediately
upon passage.

PASSED:

Date

Mayor

Attest:

Clerk of Council

Deal#: 162806
Customer#: 636288P

Date: 01/23/2024

RETAIL BUYER'S ORDER

Buyer Name and Address (Including County and Zip Code) VILLAGE OF MONTPELIER 211 N JONESVILLE ST MONTPELIER, OH 43543 Email: NURIBES1@MONTPELIEROH.ORG Phone: (419)485-5543(h) (419)485-5543(w) Cell:	Co-Buyer Name and Address (Including County and Zip Code) Email: Phone: Cell:	Seller Name and Address CRONIN AUTO, INC. 26875 NORTH DIXIE HWY PERRYSBURG, OH 43551 Salesperson: Justin Miller Deal Number: 162806
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THIS BUYER'S ORDER IS ☒ NEW ☐ USED ☐ CAR ☐ TRUCK ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL TO BE DELIVERED
FOR THE FOLLOWING ☐ RENTAL VEHICLE ☐ PERSONAL, FAMILY OR HOUSEHOLD ☐ AGRICULTURAL ☒ BUSINESS ON OR ABOUT 01/23/2024

Year	Make	Model	Type	Trim	Color	Stock #
2024	GMC	SIERRA 2500HD	4WD Reg Cab 142"	PRO	SUMMIT WHITE	P24-161

ODOMETER MILEAGE STATEMENT
THE ODOMETER OF THE PURCHASED VEHICLE NOW READS _____ MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW.
☐ ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

TRADE IN RECORD 1			
YR.	MAKE	MODEL	TYPE
COLOR	TRIM	MILEAGE	
VIN	TRADE-IN ALLOWANCE N/A		
TITLE NO.	PLATE NO.	EXP. DATE	
OWNER	LOAN #		
LIENHOLDER	PHONE		
ADDRESS	SPOKE WITH		
PAYOFF AMOUNT	GOOD TILL	VERIFIED BY	

TRADE IN RECORD 2			
YR.	MAKE	MODEL	TYPE
COLOR	TRIM	MILEAGE	
VIN	TRADE-IN ALLOWANCE N/A		
TITLE NO.	PLATE NO.	EXP. DATE	
OWNER	LOAN #		
LIENHOLDER	PHONE		
ADDRESS	SPOKE WITH		
PAYOFF AMOUNT	GOOD TILL	VERIFIED BY	

NEGATIVE EQUITY
The balance owed on Buyer's trade-in(s) or lease turn-in(s) of \$ N/A is greater than the trade-in allowance(s) offered by Seller. The difference is negative equity of \$ N/A. Buyer understands that the Total Balance is increased by the negative equity amount, which Buyer agrees to pay.

☐ DEPOSIT RECEIPT: Seller hereby acknowledges receipt of the sum of \$ N/A as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Seller will refrain from selling the described vehicle for 15 days. This Deposit: ☐ IS ☒ IS NOT REFUNDABLE, subject to the conditions as follows:

TERMS OF PAYMENT OF BALANCE DUE:
☐ RETAIL INSTALLMENT SALE CONTRACT
☐ OTHER

The Agreement incorporates by reference the following agreements:

- ☐ Retail Installment Sale Contract
- ☐ Arbitration Agreement (if separate from this Agreement)
- ☐ Limited Warranty
- ☐ Delivery Summary/Report
- ☐ Damage Disclosure
- ☐ Other
- ☐ Other

VIN	1GT09LE76RF284628
PRICE OF VEHICLE	\$ 51,625.00
OTHER GOODS AND SERVICES:	N/A
TAXABLE PRICE	51,625.00
LESS: TRADE IN ALLOWANCE(S)	N/A
SALES TAX N/A %	
Tax Base \$	51,625.00
INSURANCE Describe:	
CASH PRICE OR TRADE DIFFERENCE	51,625.00
PLUS: TITLE FEE	15.00
PLUS: REGISTRATION FEE	5.00
DOCUMENTARY FEE	250.00
Temp Tag	20.00
Filing Fee	6.50
PLUS: LIEN PAYOFF OR LEASE BALANCE	N/A
TOTAL BALANCE	\$ 51,921.50
LESS INITIAL PAYMENT/CASH DOWN	N/A
LESS REBATE/FACTORY INCENTIVE	2,100.00
OTHER Describe:	N/A
BALANCE DUE	\$ 49,821.50

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY SELLER. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY SELLER OR A SERVICE CONTRACT IS SOLD BY SELLER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

GOVERNING LAW: FEDERAL LAW AND THE LAW OF THE STATE OF OHIO APPLY TO THIS AGREEMENT.

Buyer has read the terms and conditions printed on all pages hereof and agrees to them as a part of this Agreement the same as if it were printed above Buyer's signature. Buyer certifies that Buyer is at least 18 years old, and hereby acknowledges receipt of a copy of this Agreement. This is an Agreement to buy the Vehicle. THIS AGREEMENT IS NOT VALID UNLESS SIGNED AND ACCEPTED BY SELLER OR SELLER'S AUTHORIZED REPRESENTATIVE.

REMARKS

JURY WAIVER: THE BUYER AND SELLER WAIVE AND REJECT THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.

RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Right to Cancel section on page 3, which gives you and Seller the right to cancel if Seller is unable to assign a Retail Installment Sale Contract signed with this Agreement within 15 days from the date of this Agreement, will apply.

Buyer Signs X _____ Co-Buyer Signs X _____

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, together with any agreements incorporated by reference, as checked on page 1, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

BUYER SIGNS X _____ DATE 01/23/2024

CO-BUYER SIGNS X _____ DATE N/A

MANAGER'S APPROVAL
(Must Be Accepted By An Authorized Representative of the Seller)

X _____ DATE 01/23/2024

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:

"Agreement" means this retail buyer's order.

"Buyer" "you" and "your" means the party or parties executing this Agreement as such.

"Manufacturer" means the manufacturer of the Vehicle.

"Seller" "we" and "us" means the Seller named on page 1 of this Agreement.

"Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Seller.

"Vehicle" is the vehicle or chassis that is the subject of this Agreement.

Seller is not the Manufacturer's agent. Buyer and Seller are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and Seller relating to new vehicles.

2. The Manufacturer may change the price of new vehicles without notice. If the Manufacturer changes the price of the new vehicle of the series and body type of the Vehicle before Seller delivers it to Buyer, Seller may change the price of the Vehicle to Buyer as the law allows. If Seller changes the price of the Vehicle, Buyer may cancel this Agreement and Seller shall return the Trade-in to Buyer if the Trade-in remains available. Buyer agrees to pay Seller reasonable repair charges. If Seller has already sold the Trade-in, the Seller will pay the Buyer the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the Trade-in for sale and any prior credit balance paid by Seller to a prior lienholder on behalf of Buyer. If the vehicle was a lease turn-in and Seller has already paid the prior lease balance, Buyer will owe Seller the amount paid on Buyer's behalf. If the prior credit or lease balance exceeds the proceeds of sale (less expenses), you will owe Seller the excess amount upon request.
3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Seller. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Seller delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Seller.
4. Buyer shall give Seller the certificate of title or satisfactory evidence of title to any Trade-in upon delivery to Seller. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in and that all emission control equipment on the vehicle has not been tampered with and is operational. Buyer authorizes Seller to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Seller in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs.
5. Except as permitted under Sections 2 or 3 above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Seller may have, Seller may reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Seller isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Seller's control or without Seller's fault or negligence.
6. The Vehicle price doesn't include sales taxes, use taxes or other taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment sale contract Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Seller will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Seller will notify Buyer. This Agreement and any related retail installment sale contract Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.

8. Buyer agrees to sign such agreements or documents as Seller may reasonably require to effect the transfer of title, the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.
9. If there is a balance due, and Buyer will obtain financing from a third party, this paragraph applies. Buyer's obligation to buy and Seller's obligation to sell the Vehicle are expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has three business days from the date of this Agreement to obtain such financing. If Buyer fails to obtain financing, this Agreement is canceled and Seller has no obligation to sell Buyer the Vehicle.
10. If Buyer pays Seller with a check that is dishonored or other payment (credit card, debit card, electronic) that is unpaid for any reason, Seller may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, Buyer will pay Seller a returned check charge of \$20 for any check Buyer gives that is dishonored and any costs incurred by Seller to recover the Vehicle.
11. Buyer may arrange financing through Seller or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Seller may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Seller may assist in submitting credit applications to third parties, for which Buyer grants permission. Seller will not lend Buyer money or finance this transaction regardless of any notation to the contrary on any document. No agent, employee or manager of Seller may change this policy.
12. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sale contract between Buyer and Seller, the terms of such retail installment sale contract shall apply. Each provision of this Agreement shall be severable. If any part of this Agreement is deemed or found to be unenforceable for any reason, the rest shall remain enforceable.
13. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
14. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** By signing this agreement, except as otherwise provided in Seller's Right to Cancel, Buyer covenants and agrees that Buyer has obtained, or will obtain insurance on the Vehicle, before the Vehicle is driven by anyone.
15. Buyer agrees that Seller may try to contact Buyer in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems for servicing and collection, but not marketing, as the law allows. Buyer also agrees that Seller may try to contact Buyer in those and other ways at any address or telephone number Buyer provides Seller, even if the telephone number is a cell phone number or the contact results in a charge to Buyer.

Right to Cancel (applies if Buyer(s) signs RIGHT TO CANCEL on page 2)

- a. Seller agrees to deliver the Vehicle to you on the date the Retail Installment Sale Contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on page 2 of the Retail Installment Sale Contract, and assign the Retail Installment Sale Contract to a financial institution. You agree that Seller has the number of days stated on page 2 of this Agreement and the Retail Installment Sale Contract to assign the Retail Installment Sale Contract. You agree that if Seller is unable to assign the Retail Installment Sale Contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, you or Seller may cancel the Retail Installment Sale Contract. The right to cancel the Retail Installment Sale Contract ends upon assignment of the Retail Installment Sale Contract or the end of the stated time period.
- b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you).
- c. Upon receipt of the notice of cancellation or if you cancel the Retail Installment Sale Contract, you must return the Vehicle to Seller immediately in the same condition as when sold other than reasonable wear for the time you had it. Except as described below, Seller must give you back all consideration Seller has received from you in connection with the Retail Installment Sale Contract. If Seller has already sold the Trade-in, Seller will pay the Buyer the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the Trade-in for sale and any prior credit or lease balance paid by Seller to a prior lienholder or lessor on behalf of Buyer.
- d. If you do not return the Vehicle immediately after receipt of the notice of cancellation or upon your cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the Vehicle from you.
- e. While the Vehicle is in your possession, all terms of the Retail Installment Sale Contract, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Seller may deduct from any consideration due to you under paragraph c. above Seller's reasonable costs to repair the Vehicle. If you or Seller cancels the Retail Installment Sale Contract, the terms of this Seller's Right to Cancel provision (including those on page 2 of this Order and Agreement and as provided in the Retail Installment Sale Contract) remain in effect even after you no longer have possession of the Vehicle.

RESOLUTION 1390

A RESOLUTION APPROVING A TRANSFER FROM THE GENERAL FUND FOR CURRENT EXPENSES OF THE VILLAGE OF MONTPELIER, STATE OF OHIO, FOR THE YEAR ENDING DECEMBER 31, 2024.

WHEREAS, The Village of Montpelier has certain Police Pension expenses that need to be paid on a regular basis, and

WHEREAS, The Village of Montpelier Council has approved the expenditures through annual appropriations,

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Montpelier, Williams County, State of Ohio that the following transfer be approved:

SECTION 1: The transfer of the sum of Twenty-Five Thousand dollars (\$25,000.00) from the General Fund to the Police Pension Fund for police pension expenses is approved.

SECTION 2: This resolution shall take effect immediately upon passage.

Date: _____

Steven L. Yagelski, Mayor

Attest:

Clerk of Council

RESOLUTION 1391

**A RESOLUTION AUTHORIZING REVENUE FROM THE SALE OF RENEWABLE
ENERGY CREDITS TO BE APPLIED TO THE POWER SUPPLY COST
ADJUSTMENT CALCULATION**

WHEREAS, the Village of Montpelier (“Municipality”) owns and operates their municipal electric system for the sale of electric power and associated energy for the benefit of its citizens and ratepayers; and

WHEREAS, in November of 2018, Municipality entered into a Power Purchase Agreement and Easement Agreement for the construction and delivery of electrical energy generated by a photovoltaic system located at 351 Airport Road; and

WHEREAS, the Power Purchase Agreement entitles Municipality to all Environmental Attributes, including Renewable Energy Credits (RECs”); and

WHEREAS, per Ordinance 2269, Municipality elects to participate in the American Municipal Power, Inc. (“AMP”) Member REC Sales/Purchase Program for the purpose of having AMP sell or acquire Municipality’s RECs; and

WHEREAS, the sale of RECs generated in 2023 has resulted in approximately \$100,000 in income for the electric utility, and

WHEREAS, Municipality wishes to provide the best energy value to its customers.

BE IT THEREFORE RESOLVED that the Council of the Municipality of Montpelier, Ohio authorizes the Director of Finance to apply the 2023 REC sale income on a monthly basis to the Power Supply Cost Adjustment calculation, thus reducing the amount paid by its customers by \$100,000 throughout 2024.

Date: _____

Steven L. Yagelski, Mayor

Attest:

ORDINANCE 2271

AN ORDINANCE LIMITING ADULT USE CANNABIS OPERATORS, ADULT USE CULTIVATORS, AND ADULT USE DISPENSARIES WITHIN THE VILLAGE OF MONTPELIER, OHIO

WHEREAS, on November 7, 2023, Ohio voters approved State Issue 2 legalizing recreational cannabis in Ohio;

WHEREAS, Chapter 3780 - Adult Use Cannabis Control - became effective on December 7, 2023;

WHEREAS, newly enacted section 3780.25 of the Ohio Revised Code authorizes a municipal corporation to prohibit or limit adult use cannabis operators permitted under Chapter 3780 of the Ohio Revised Code within the municipal corporation.

WHEREAS, pursuant to newly enacted section 3780.01(A)(2) of the Ohio Revised Code, “adult use cannabis operator” means a level I adult use cultivator, a level II adult use cultivator, a level III adult use cultivator, an adult use processor, and an adult use dispensary.

WHEREAS, the Village hereby resolves to limit the adult use cannabis operators within the Village of Montpelier, subject only to limitations as specified in Revised Code section 3780.25.

WHEREAS, pursuant to the Constitution of the State of Ohio, the Ohio Revised Code, and the Charter of the Village of Montpelier, Ohio, the Council has the authority to enact laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality including restricting areas used for businesses and trades.

WHEREAS, Council finds that enactment of this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the Village, and therefore that this Ordinance must be in full force and effect immediately upon its passage and approval by the Mayor.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MONTPELIER, STATE OF OHIO, THAT:

Section 1: The following section is enacted and added to the Planning and Zoning Code:

1173.26 RECREATIONAL MARIJUANA CULTIVATORS, PROCESSORS, AND DISPENSARIES

(a) Recreational Marijuana Cultivators, Processors, and Dispensaries, as those terms are defined in the applicable sections of the Ohio Administrative Code, are permitted only in zones M-1 and M-2 within the Village of Montpelier.

(b) The Zoning Inspector shall not issue a Zoning Certificate to any Recreational Marijuana Cultivator, Processor, or Dispensary unless the applicant provides proof that such applicant has complied with all applicable state law requirements.

(c) Recreational Marijuana Cultivators, Processors, and Dispensaries, shall not be located within five hundred feet of the boundaries of a parcel of real estate having situated on it a school, church, public library, public playground, or public park.

(d) This section does not apply to research related to marijuana conducted at a state university, academic medical center, or private research and development organization as part of a research protocol approved by an institutional review board or equivalent entity.

Section 2: This Ordinance shall be in full force and effect at the earliest time permitted by law

Passed: _____

Steve Yagelski, Mayor

ATTEST:

Molly Collert, Clerk of Council

Submitted By Kevin Motter for Ordinance 2271

In the article addiction medicine specialist Dr. Drew Pinsky said, Quote:

"We were always aware that cannabis was associated with psychotic episodes, but the previous suspicion was it was primarily people who were sort of heading that way already, perhaps that's why they were using the drug."

But according to data from recent analysis and studies, people who have had at least one psychotic episode after using cannabis are almost 50% more likely to develop schizophrenia or bipolar disorder, and that the risk is even higher for teens and young adults.

"Particularly in the states where it's legal for recreational use, the concentration of the cannabis is so spectacular, it's approaching 100% that, literally, it's a different drug, it has a different effect on people," Dr. Drew explained. "And now, very commonly, we're seeing hyperemesis, people that develop these vomiting episodes that are uncontrolled."

"It's very common from weed," he continued. "And psychotic episodes have become increasingly common to the point that they're actually kind of characteristic features to the psychosis these kids are getting from the weed."

Article

[HEALTH CARE](#)

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Dr. Drew warns over marijuana studies revealing 'extremely worrisome' data

Chances of developing bipolar, schizophrenia disorders rises 50% after cannabis use, study shows

One of TV's favorite medical personalities is weighing in on the "extremely worrisome" findings coming from a recent study on marijuana use.

"When this first started coming up, I actually was somewhat doubtful. It seemed too much to me," addiction medicine specialist Dr. Drew Pinsky said on "The Bottom Line" Friday. "We were always aware that cannabis was associated with psychotic episodes, but the previous suspicion was it was primarily people who were sort of heading that way already, perhaps that's why they were using the drug."

But according to data from recent analysis and studies, people who have had at least one psychotic episode after using cannabis are almost 50% more likely to develop schizophrenia or bipolar disorder, and that the risk is even higher for teens and young adults.

"Particularly in the states where it's legal for recreational use, the concentration of the cannabis is so spectacular, it's approaching 100% that, literally, it's a different drug, it has a different effect on people," Dr. Drew explained. "And now, very commonly, we're seeing hyperemesis, people that develop these vomiting episodes that are uncontrolled."

"It's very common from weed," he continued. "And psychotic episodes have become increasingly common to the point that they're actually kind of characteristic features to the psychosis these kids are getting from the weed."

A 2017 American Journal of Psychiatry study found that the risk of developing bipolar or schizophrenic disorders was highest for cannabis users aged 16 to 25, and had a greater influence than alcohol, opioids, amphetamines and hallucinogens.

This week, an analysis from Truveta spotlighted how the rates of cannabis-use disorder diagnoses were more than 50% higher in November than compared to the same time in 2019. There was also a nearly 50% increase in the number of cannabis-related emergency room visits.

Twenty-five U.S. states have decriminalized and currently recognize marijuana as a recreational drug, which Dr. Drew cautioned can open doors for easier access for young adults.

"You're fighting a profound cultural bias where they literally have been taught to believe that tobacco is significantly worse than cannabis, and they're right in terms of alcohol, in terms of impact on overall health, in terms of being carcinogenic, in terms of lost work years, yes, the cumulative effects of alcohol are measurably worse than cannabis. But cannabis is also bad," he said.

"Now that we have such incredibly high concentrations of cannabis," Dr. Drew added, "we're starting to see a real problem with really unanticipated psychotic episodes and more addiction. I have family members that are in recovery from cannabis addiction."

The mental health and addiction expert added that he personally knows the "devastating consequence" of marijuana substance abuse, seeing lifelong panic disorder firsthand.

"I don't believe there's any such thing as a bad chemical. I think there are things that are risks with any chemical that humans relate to," Dr. Drew said. "And you just have to understand those risks."

The Wall Street Journal

Opinion | Marijuana Is More Dangerous Than Biden's HHS Lets On

Story by Allysia Finley 1/21/2024

Bryn Spejcher, 32, of Thousands Oaks, Calif., was convicted last month of killing her boyfriend in May 2018. According to prosecutors, she stabbed Chad O'Melia 108 times with a kitchen knife. She also stabbed herself and her dog. When police showed up, she was screaming hysterically.

Ms. Spejcher, an audiologist at UCLA Health, had no history of mental illness. Yet after psychologists diagnosed her with "cannabis-induced psychosis," prosecutors downgraded charges from murder to involuntary manslaughter.

Healthcare practitioners report increasing numbers of young people with psychotic reactions from marijuana. Such breaks are more likely with chronic use, though one scientific review found nearly 1 in 5 users reported hallucinations or visions, and more than half experienced paranoia, after using the drug.

Yet the Health and Human Services Department brushes past marijuana's potential for inducing psychosis in its review, published Jan. 12, that supported moving marijuana from Schedule I of the Controlled Substances Act to the less restrictive Schedule III. If you needed more evidence that Biden administration health officials don't follow the science, here it is.

Schedule I drugs are those with no currently accepted medical use and a high potential for abuse. Examples include heroin, ecstasy and peyote. Schedule III drugs have a moderate to low potential for physical and psychological dependence. They include Tylenol with codeine, testosterone and other anabolic steroids.

HHS concludes that "the risks to the public health posed by marijuana are lower compared to other drugs of abuse" based on data of hospitalizations, emergency-room visits and overdose deaths. It's true, smoking weed is unlikely to cause sudden death. But its effects over time may be more insidious and damaging to public health and society than those of other drugs.

An article last month in the New England Journal of Medicine, "Cannabis-Related Disorders and Toxic Effect," details the myriad risks of marijuana use, including mental illness and cognitive difficulties. As more states have legalized marijuana, more young people are using the drug and more frequently experiencing such problems.

The pot lobby says cannabis is no more dangerous than alcohol. But THC—the psychoactive ingredient in marijuana that provides the euphoric high—binds to receptors in the brain, heart, lungs and immune system. These receptors are located in neural regions involved in memory, motor coordination, decision-making and self-control.

Marijuana temporarily impairs judgment and memory in occasional users, and chronic consumption is associated with long-term cognitive problems as well as depression, anxiety and psychosis. The drug stupefies. Studies have also linked frequent cannabis use with increased risk of heart failure, heart attack and stroke.

Too much alcohol is also bad for the heart. But pot appears more likely to cause psychological and physical dependency, judging by how many young people use it regularly.

Between 0.8% and 2% of Americans 18 to 22 reported using alcohol daily, compared with 6.3% to 11.3% for marijuana, according to the University of Michigan's 2022 Monitoring the Future survey. Similarly, 11.3% of 19- to 30-year-olds reported using marijuana daily, compared with 4.6% for alcohol. Even more 35-year-olds consume pot every day (8.4%) than alcohol (7.5%).

The risk of cannabis-use disorder has increased over time as marijuana has become more potent. Marijuana today has four times as much THC as during the 1990s, and some products are now more than 20 times as potent. This is one reason emergency-room doctors report seeing increasing numbers of patients with uncontrolled vomiting and other symptoms of cannabis poisoning.

More toddlers are also accidentally ingesting cannabis in edible form. "We see children coming in with seizures and not breathing," a pediatrician at Rady Children's Hospital told the San Diego Union-Tribune last year. "They have altered mental status; they won't wake up." Cannabis-involved ER visits among children roughly quadrupled between early 2019 and 2022.

Increasing numbers of pregnant women use pot, unaware that THC's crossing the placenta is harmful to fetal development. A 2019 study found THC in 22.4% of tested umbilical cords. Numerous studies have found pot use to be more common during pregnancy among blacks than whites, which is likely to exacerbate racial disparities.

Maternal marijuana use sets children up for failure before they are born. Cannabis use during pregnancy is associated with lower birth weight, developmental delays, learning disabilities, attention deficit hyperactivity disorder and emotional problems. The heads of babies born to mothers who used weed are significantly smaller, and children with very low birth weights have lower IQs. While causation hasn't been proved, the copious research documenting these connections raises alarms—or they should.

Yet the Biden HHS report promotes the mistaken perception that pot isn't all that dangerous, no doubt because the drug is popular among young liberals. So much for advancing "science" and "equity." Pot destroys lives, and it's criminal to suggest otherwise.

ORDINANCE NO.2272

AN ORDINANCE TO APPROVE, ADOPT AND ENACT THE 2023 CODIFIED ORDINANCES; TO REPEAL ORDINANCES IN CONFLICT THEREWITH; A NOTICE OF THE ENACTMENT OF NEW MATTERS.

Be it ordained by the Council of the Village of Montpelier, that:

Section 1: The Mayor and the Clerk of Council have certified as correct the book form of the 2008 Codified Ordinances to the Council.

Section 2: The Ordinances of Montpelier of a general and permanent nature, as revised, codified, rearranged and consolidated into component codes, titles, chapters and sections, and placed in book form, are hereby approved, adopted and enacted as the Codified Ordinances of Montpelier, Ohio, 2023.

Section 3: The provisions of this Ordinance, including all provisions of the Codified Ordinances, shall be in full force and effect immediately upon passage of this Ordinance. All Ordinances or parts thereof enacted prior to December 18, 2023, which are inconsistent with any provisions of the Codified Ordinances, are hereby repealed as of the effective date of this Ordinance, except as follows:

- (a) The enactment of the Codified Ordinances shall not be construed to affect a right or liability accrued or incurred under any legislative provisions prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provisions, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect:
 - (1) The grant or creation of a franchise, license, right, easement or privilege.
 - (2) The purchase, sale, lease or transfer of property.
 - (3) The appropriation or expenditure of money or promise or guarantee of payment.
 - (4) The assumption of any contract or obligation.
 - (5) The issuance and delivery of any bond, obligations or other instruments of indebtedness.
 - (6) The levy or imposition of taxes, assessments or charges.
 - (7) The establishment, naming, vacating or grade level of any street or public way.
 - (8) The dedication of property or plat approval.
 - (9) The annexation or detachment of territory.
 - (10) Any legislation enacted subsequent to December 18, 2023.

Section 4: The term “Ordinance(s)” or “ordinance(s)” used herein shall include “Resolution(s)” and “resolution(s)”.

Section 5: The Clerk shall publish a notice of the enactment of this codifying ordinance which notice shall contain the title of the ordinance and the following:

“In addition to codifying ordinances in effect on or before December 18, 2023, the 2023 Codified Ordinances also contain certain new matter which are set forth in the following sections:

Traffic Code

303.081	Impounding Vehicles on Private Residential or Agricultural Property. (Amended)
303.082	Private Tow-Away Zones. (Amended)
303.083	Impounding Vehicles on Public Property. (Amended)
303.09	Leaving Junk and Other Vehicles on Private or Public Property Without Permission or Notification. (Amended)
303.10	Leaving Junk Vehicles on Private Property With Permission of Owner. (Amended)
303.991	Committing an Offense While Distracted Penalty. (Amended)
331.35	Occupying Travel Trailer, Fifth Wheel Vehicle or Manufactured or Mobile Home While in Motion. (Amended)
333.01	OVI; Willful Misconduct; Speed. (Amended)
333.03	Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
333.11	Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
335.07	Driving Under Suspension or License Restriction. (Amended)
335.071	Driving Under OVI Suspension. (Amended)
335.072	Driving Under Financial Responsibility Law Suspension or Cancellation; Driving Under a Nonpayment of Judgment Suspension. (Amended)
335.073	Driving Without Complying With License Reinstatement Requirements. (Amended)
335.074	Driving Under License Forfeiture or Child Support Suspension. (Amended)
337.22	Windshield and Windshield Wiper; Sign or Poster Thereon. (Amended)
341.01	Commercial Drivers Definitions. (Amended)
351.04	Parking Near Curb; Handicapped Locations on Public and Private Lots and Garages. (Amended)

General Offenses Code

501.01	General Provisions and Penalty Definitions. (Amended)
501.99	Penalties for Misdemeanors. (Amended)
509.04	Disturbing a Lawful Meeting. (Amended)
509.11	Impeding Public Passage of an Emergency Service Responder. (Added)

General Offenses Code (Cont.)

513.01	Drug Abuse Control Definitions. (Amended)
513.03	Drug Abuse; Controlled Substance Possession or Use. (Amended)
513.04	Possessing Drug Abuse Instruments. (Amended)
513.12	Drug Paraphernalia. (Amended)
513.121	Marihuana Drug Paraphernalia. (Amended)
517.08	Raffles. (Amended)
521.12	Spreading Contagion. (Added)
525.05	Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
525.15	Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
529.02	Sales to and Use By Underage Persons; Securing Public Accommodations. (Amended)
529.07	Open Container Prohibited. (Amended)
533.01	Obscenity and Sex Offenses Definitions. (Amended)
533.06	Voyeurism. (Amended)
533.08	Procuring; Engagement in Sexual Activity for Hire. (Amended)
537.03	Assault. (Amended)
537.06	Menacing. (Amended)
537.07	Endangering Children. (Amended)
537.15	Temporary Protection Order. (Amended)
537.19	Hazing Prohibited. (Added)
545.05	Misdemeanor Theft. (Amended)
549.02	Carrying Concealed Weapons. (Amended)
549.04	Improperly Handling Firearms in a Motor Vehicle. (Amended)

Copies of the 2023 Codified Ordinances and the Adopting Ordinance are available in the Village utility office in the Village Hall during normal business hours.”

Section 6: This Ordinance shall be in full force and effect immediately upon passage.

Dated: _____
Mayor Steve Yagelski

Attest:

Clerk of Council

Approved as to Form:

Law Director Robert Bohmer

INCOME TAX COLLECTION COMPARISONS 2024
MONTH END JANUARY 2024

	2022		2023		2024	
	Monthly	Accumulated	Monthly	Accumulated	Monthly	Accumulated
January	279,034.42	279,034.42	221,425.54	221,425.54	231,711.18	231,711.18
February	216,889.02	495,923.44	161,469.11	382,894.65		
March	233,881.56	729,805.00	160,574.32	543,468.97		
April	112,677.26	842,482.26	95,379.77	638,848.74		
May	414,805.05	1,257,287.31	380,039.09	1,018,887.83		
June	191,917.48	1,449,204.79	318,286.78	1,337,174.61		
July	115,091.54	1,564,296.33	74,738.09	1,411,912.70		
August	288,766.38	1,853,062.71	214,337.89	1,626,250.59		
September	200,591.39	2,053,654.10	66,500.00	1,692,750.59		
October	178,898.95	2,232,553.05	259,485.36	1,952,235.95		
November	123,576.64	2,356,129.69	169,544.67	2,121,780.62		
December	147,480.54	2,503,610.23	168,808.34	2,290,588.96		

	2022		2023	
	% Above or below (-)		% Above or below (-)	
January		-16.96%		4.65%
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				