

Linda Allen  
*Councilmember*

Linda Burke  
Mayor

Lisa Fedor  
*Councilmember*

Sharon Carmack  
*Councilmember*

Maryann Harrison  
*Councilmember*

Brenda Combs  
*Vice-Mayor*

Rolin Spicer  
*Councilmember*

**CITY OF SOUTH LEBANON  
REGULAR MEETING OF COUNCIL  
AGENDA**

**August 21, 2025, at 6:00 P.M.**

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance

4. Guests                      Rich Surace, Chief Operating Officer, Energy Alliances, Inc.

5. Floor open to the public

6. New Business:

Emergency Ordinance 2025-16, setting residential rates for solid waste removal effective September 1, 2025, through August 31, 2026.

Emergency Ordinance 2025-17, Approval to change the scheduled date and time of Mayor's Court.

Emergency Resolution 2025-32, Authorizing Mayor and Director of Finance to execute Change Order #1 with Benchmark Land Management, LLC for the GCWW Interconnection PRV Installation Project.

Emergency Resolution 2025-33, Approval of Setting a Public Hearing to Consider the Recommendation of the Planning Commission for a Zoning Map Amendment related to property on 150 N. Main Street.

Emergency Resolution 2025-34, Authorizing the submittal of an application to OPWC Capital Improvement Program for the Water Tower Rehabilitation Project.

Emergency Resolution 2025-35, Authorizing the City Administrator to enter into an electric aggregation agreement with Dynegy Energy Services.

Discuss CUE Senior Properties Proposed Rehabilitation Project related to Union Village Senior Community.

Motion to Approve Invoices

Motion to Approve July Financial Statements

Approval of Meeting Minutes:  
Regular Meeting – August 7, 2025

7. Old Business:

Ordinance 2025-15, Second Reading, authorizing supplemental appropriations for the fiscal year beginning January 1, 2025.

8. Communications and reports from City Officials and Committees

- |                          |                    |
|--------------------------|--------------------|
| a. Mayor                 | e. Law Director    |
| b. Director of Finance   | f. Sergeant        |
| c. Administrator         | g. Council Members |
| d. Public Works Director |                    |

9. Adjournment

Members of the public may address the Council during the Open Forum segment of the agenda. Citizens desiring to address the Council must sign the visitor sheet and state their name and address prior to speaking. Comments are limited to three minutes. Large groups are encouraged to select no more than three spokespersons.



City of South Lebanon  
10 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & City Council  
**CC:** Tina Williams, Director of Finance  
**From:** Jerry Haddix, City Administrator  
**Date:** August 12, 2025  
**Subject:** Trash Collection Rates Ordinance

---

Attached is an ordinance to increase trash & recycling collection rates effective September 1, 2025. After reviewing the Sanitation Fund, we determined that no increase in the trash & recycling rate is necessary. Given that Ordinance# 2024-18, ends on August 31<sup>st</sup>, the Council still needs to pass a rate ordinance for the period of 9/1/25 through 8/31/26.

Let me know if you have any questions or need additional information.

**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2025-16**

**AN ORDINANCE FIXING RESIDENTIAL RATES FOR SOLID WASTE AND  
RECYCLING COLLECTION EFFECTIVE SEPTEMBER 1, 2025, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the City Council adopted Ordinance No. 2024-18 fixing the residential rates for solid waste and recycling collection in the City; and

**WHEREAS**, the City has entered into a contract with Rumpke of Ohio, Inc. to provide solid waste and recycling services within the City for a three (3) year period with two (2) one-year interval options commencing on September 1, 2023; and

**WHEREAS**, after review of the Sanitation Fund by City Staff, it is not necessary to adjust the solid waste and recycling combined rate for City residents from the prior year rate of the Contractor; and

**WHEREAS**, immediate action is required to continue the current residential rates for solid waste and recycling collection in order to preserve the public peace, health, safety and general welfare of the City; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That Ordinance No. 2024-18 is hereby amended in its entirety, thereby repealing and replacing all ordinances or parts thereof inconsistent herewith, as follows:

Effective September 1, 2025, through August 31, 2026, the rates for solid waste and recycling collection services for residential customers per month shall be TWENTY ONE DOLLARS AND FIFTY THREE CENTS (\$21.53).

**Section 2.** Developers of new residential or commercial property who are in the process of developing such properties are exempted from paying for solid waste collection services. Solid waste and recycling collection will only be billed once the resident or tenant has moved into the completed structure and their solid waste and recycling collection services begin.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That, in order to ensure that there are sufficient funds available to cover the cost of meeting the City's contract for solid waste and recycling collection services, this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Revised Code 731.30 for the immediate preservation of the public peace, health, safety and general welfare and this Ordinance shall be in full force and effective immediately upon its passage.

**Ordinance 2025-16**

**Page 2**

**Section 5.** All formal actions of City Council regarding this Ordinance were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Linda S. Burke, Mayor

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_ Yeas  
\_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Fiscal Review:  
Tina Williams  
Director of Finance

By: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by and approved as to form:  
Chase T. Kirby  
Law Director  
City of South Lebanon, Ohio

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council  
**CC:** Chase Kirby, Law Director  
**From:** Jennifer O'Brien, Clerk of Council  
**Date:** August 12, 2025  
**Subject:** Summary of Discussion on August 7, 2025  
Re: Change in Dates/Time for Mayor's Court

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Following the discussion on the Agenda of August 7, 2025, Mayor's Court staff is recommending changing the Mayor's Court Day/time. Mayor's Court is currently held at 9:00 a.m. twice/month on Thursdays. Staff would like to change the Mayor's Court Day/time to be held at 10:00 a.m. on the 1<sup>st</sup> & 3<sup>rd</sup> Wednesdays of each month, starting in November.

The overlapping Mayor's Court schedule on Thursdays creates a conflict with the public defender and transportation of prisoners. The Court staff is not aware of another court docket on Wednesdays.

Chase Kirby, Law Director, will be available to address questions.

Therefore, the Court staff is proposing to change the Mayor's Court Day/time to be held at 10:00 a.m. on the 1<sup>st</sup> & 3<sup>rd</sup> Wednesdays of each month, starting in November.

Thank you,

Jennifer O'Brien/Clerk of Council

**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2025-17**

**AN ORDINANCE CHANGING THE SCHEDULED DATE AND TIME WHEN THE  
CITY OF SOUTH LEBANON'S MAYOR'S COURT WILL BE HELD, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the City of South Lebanon currently holds Mayor's Court sessions twice a month on Thursdays at 9:00 a.m.; and,

**WHEREAS**, it has been determined that changing the day of the week and time for Mayor's Court sessions would be better to accommodate court operations, community needs, and/or other scheduling considerations; and,

**WHEREAS**, the Mayor, Clerk of Courts, and other relevant City officials have reviewed this proposed change and recommended this adoption of the change.; and

**WHEREAS**, immediate action is required to plan and make necessary changes to Mayor's Court calendar and to give sufficient notice to interested parties in such changes, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

**Section 1.** Mayor's Court shall convene for the purpose of hearing cases on the first and third Wednesdays of the month beginning at 10:00 a.m. commencing on November 1, 2025, with the Court continuing its current schedule until that date.

**Section 2.** The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

**Section 3.** All formal actions of the City Council regarding this Ordinance were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code for the immediate preservation of the public peace, health, safety, and general welfare; and this Ordinance shall be in full force and effective immediately upon its passage.

**Ordinance No. 2025-17**  
**Page 2**

Adopted this 21st day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Linda S. Burke, Mayor

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_\_ Yeas  
          \_\_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

\_\_\_\_\_  
Chase T. Kirby  
Law Director  
City of South Lebanon, Ohio



**City of South Lebanon**  
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**513-494-2296      fax: 513-494-1656**  
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## **MEMORANDUM**

**To:** Mayor & City Council

**CC:** Tina Williams, Director of Finance

**From:** Jerry Haddix, City Administrator

**Date:** August 15, 2025

**Subject:** Change Order #1-GCWW Interconnection PRV Installation

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Back in March, Benchmark Land Management LLC (Contractor) was awarded the contract to install a pressure reducing valve (PRV) at the City's connection to the Greater Cincinnati Water Works (GCWW) water system which supplies water to the City. This PRV project is needed to allow GCWW to continue to supply water to the City while the water tower is offline during the painting & restoration.

Due to delays in receiving the necessary equipment, the Contractor recently began the project. During the excavation phase, there were other utility conflicts where it was planned to be installed which required relocation of the project items. This relocation required additional time and material for the extra work.

The original contract price for this project was \$164,183.60. The cost of additional materials in this area is \$6,175.00. This will cause an increase to the original contract of \$6,175.00 for a new grand total of \$170,358.60.

In addition, additional time is required for the completion of the project. The original substantial completion date was June 30, 2025. With the delays in the receiving of the required materials, the substantial completion date has been changed to September 30, 2025.

If you have any questions or need additional information, please let me know.

**-CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-32**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR  
OF FINANCE TO EXECUTE CHANGE ORDER #1 WITH BENCHMARK LAND  
MANAGEMENT, LLC FOR THE GCWW INTERCONNECTION PRV  
INSTALLATION PROJECT, AND DECLARING AN EMERGENCY**

**WHEREAS**, on March 6<sup>th</sup>, 2025, the City Council adopted Resolution No. 2025-08 and entered a contract with Benchmark Land Management LLC (“Contractor”) for the construction of the GCWW Interconnection PRV Installation Project in the amount of \$164,183.60; and,

**WHEREAS**, City Staff recommends additional items necessary for Project completion due to actual site conditions; and,

**WHEREAS**, the Contractor has submitted a proposal for the additional work on the Project as noted on the attached change order resulting in an addition of \$6,175.00 to the contract price and a total contract price of \$170,358.60; and,

**WHEREAS**, delays in project completion stemmed from delays in the delivery of required materials for the project.

**WHEREAS**, immediate action is required to approve said change order during the construction phase of the Project and such action is necessary to preserve the public peace, health, safety or welfare of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

**Section 1.** Approve Change Order #1 with Benchmark Land Management LLC, a copy of which is attached hereto, and further authorize the Mayor and Director of Finance to execute Change Order #1 on behalf of the City for a net increase of \$6,175.00 and a total contract price of \$170,358.60.

**Section 2.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 3.** That this Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code for the immediate preservation of public peace, health, safety and general welfare; and this Resolution shall be in full force and effective immediately upon its passage.

**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Resolution No. 2025-32**

**Page 2**

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Linda S. Burke, Mayor

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_ Yeas  
      \_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

\_\_\_\_\_  
Chase T. Kirby  
Law Director  
City of South Lebanon, Ohio



Change Order No. 1

Date of Issuance:	Effective Date:	<u>8/14/2025</u>
Owner: <u>City of South Lebanon</u>	Owner's Contract No.:	
Contractor: <u>Benchmark Land Management, LLC</u>	Contractor's Project No.:	
Engineer: <u>Choice One Engineering</u>	Engineer's Project No.:	<u>WAR-SLE-2303</u>
Project: <u>GCWW Interconnection PRV Installation</u>		

The Contract is modified as follows upon execution of this Change Order:

**Description:**

Additional Asphalt: 8 CY x \$450.00 = \$3,600.00

Additional Curb: 12 FT x \$60.00 = \$720.00

Additional fittings due to box being moved closer to the road – 7 Foster Fittings: 7 x \$265.00 = \$1,855.00

**Attachments:** *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times:
\$ <u>164,183.60</u>	Substantial Completion: <u>9/30/2025</u>
	Ready for Final Payment: <u>9/30/2025</u>
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>164,183.60</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>6,175.00</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>170,358.60</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates

RECOMMENDED:

By: \_\_\_\_\_  
 Engineer (if required)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
 Contractor (Authorized Signature)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: Mayor



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## MEMORANDUM

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**Date:** August 13, 2025

**Subject:** Hoff Rezoning Public Hearing

---

On August 12, 2025, the City Planning Commission unanimously recommended the approval of the zoning map amendment for one parcel totaling 0.281 acres located on 150 N. Main Street (see attached recommendation). The next step is to schedule a public hearing. Based on the timeframes prescribed in the Zoning code and advertising deadlines, the best date is Thursday, September 18<sup>th</sup>, at 6:00 p.m. This would be during the regular Council meeting.

If you have any questions or need additional information, please contact me.

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-33**

**A RESOLUTION SETTING A PUBLIC HEARING ON THURSDAY, SEPTEMBER 18, 2025, AT 6:00 P.M. AT THE SOUTH LEBANON MUNICIPAL BUILDING TO CONSIDER THE RECOMMENDATION OF THE PLANNING COMMISSION IN ACCORDANCE WITH ZONING REGULATIONS SECTION 15.7.7 FOR A ZONING MAP AMENDMENT FOR PROPERTY LOCATED ON 150 N. MAIN STREET (PARCEL NO. 12-01-229-004) CONSISTING OF 0.281 ACRES FROM RFP [RESIDENTIAL FLOODPLAIN DISTRICT] TO B-1 [NEIGHBORHOOD BUSINESS DISTRICT], AND DECLARING AN EMERGENCY**

**WHEREAS**, the City Planning Commission, in accordance with Section 15.7.7 has certified to the Council a proposed Zoning Map Amendment, a copy of which is attached hereto and made a part hereof, relating to property located on 150 N. Main Street (Parcel # 12-01-229-004); and,

**WHEREAS**, in accordance with Section 713.12 of the Revised Code and Section 15.7.8 of the Zoning Regulation, the Council is required to conduct a public hearing on such matters and cause notice of the same to be published in a newspaper of general circulation in the City, at least thirty (30) days prior to the public hearing, as well as make a copy of the proposed Zoning Resolution Map Amendment and any reports of a City Officer, Board or Commission relating thereto available for public inspection at the City Offices during said thirty (30) day period; and,

**WHEREAS**, immediate action is required to publish notice of a public hearing for a zoning resolution map amendment, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the proposed Zoning Map Amendment for property located on 150 N. Main Street (Parcel# 12-01-229-004 ) consisting of 0.281 acres from RFP [Residential Floodplain District] to B-1 [Neighborhood Business District] shall be set for a public hearing on Thursday, September 18, 2025, at 6:00 p.m. at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio, 45065.

**Section 2.** The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

**Section 3.** All formal actions of City Council regarding this Resolution were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

**Resolution No. 2025-33**

**Page 2**

**Section 4.** This Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code for the immediate preservation of the public peace, health, safety, and general welfare; and this Resolution shall be in full force and effective immediately upon its passage.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Linda S. Burke, Mayor

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_ Yeas  
      \_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

\_\_\_\_\_  
Chase T. Kirby  
Law Director  
City of South Lebanon, Ohio



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**RECOMMENDATION TO CITY COUNCIL  
ZONING MAP AMENDMENT OF 150 N. MAIN STREET TOTALING 0.281 ACRES OF  
PROPERTY (PARCEL NO. 12-01-229-004)**

**FROM: City Planning Commission**

Dennis D. Hoff LLC has submitted an application for a zoning map amendment for its property located at 150 N. Main Street (Parcel# 12-01-229-004) consisting of 0.281 acres in accordance with Section 15.7.3(2) of the City Zoning Code. The Property Owner is requesting the rezoning for the parcel to be from RFP (Residential Floodplain District) to B-1 [Neighborhood Business District].

On August 12<sup>th</sup>, 2025, the City Planning Commission reviewed said zoning map amendment and unanimously voted to recommend said amendment based on the following factors:

1. This would be consistent with the City's Comprehensive Plan that shows this property's future use as a "Historic Core" area, which promotes mixed use development. With a B-1 zone, the Applicant is planning to locate low intensity uses (hair salon & office space) on the first floor in addition to the existing apartments on the 2<sup>nd</sup> floor which is consistent with the "Historic Core" uses.

Per Sec. 15.7.8 of the City Zoning Code, the next step in the Zoning Map Amendment process is for the City Council shall schedule a public hearing at the next regular meeting following receipt of the Planning Commission report.





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## MEMORANDUM

**To:** Mayor & City Council  
**CC:** Tina Williams, Director of Finance  
**From:** Jerry Haddix, City Administrator  
**Date:** August 15, 2025  
**Subject:** OPWC Application Water Tower Painting Project

---

Attached is a resolution for the submittal of an Ohio Public Works Commission (OPWC) application for 2026. The application is due by October 3, 2025. The application is for the repainting of the City water tower on Morgan Drive.

Here is a breakdown of the proposed **Water Painting Project** budget:

\$336,600	OPWC Request	(51%)
<u>\$323,400</u>	City funds (water funds)	(49%)
<b>\$660,000</b>	<b>TOTAL PROJECT COST</b>	

Let me know if you have any questions or need additional information.

**SOUTH LEBANON WATER TOWER PAINTING AND REHABILITATION  
CITY OF SOUTH LEBANON  
ENGINEER'S ESTIMATE**

July 7, 2025

REF. NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL
<b>CONSTRUCTION COST</b>					
1	MISC. TANK REHABILITATION (SPEC. SECTION 09910, PART 1.01, ITEM F.)	LUMP	1	\$20,000.00	\$20,000.00
2	INTERIOR WET - COMPLETE BLAST AND RECOAT	LUMP	1	\$180,000.00	\$180,000.00
3	EXTERIOR - COMPLETE BLAST AND RECOAT (ZINC - URETHANE - FLUOROPOLYMER), INCLUDING CONTAINMENT AND LOGO	LUMP	1	\$350,000.00	\$350,000.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$550,000.00</b>
3	CONTINGENCY				\$50,000.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$600,000.00</b>
<b>DESIGN/BIDDING/CONSTRUCTION ADMINISTRATION</b>					<b>\$60,000.00</b>
<b>TOTAL</b>					<b>\$660,000.00</b>



I HEREBY CERTIFY THAT THE PROJECT ESTIMATED COSTS LISTED ABOVE ARE REALISTIC BASED ON THE LEVEL OF DETAIL CURRENTLY AVAILABLE FOR THIS PROJECT AND ANTICIPATED FOR A 2022 CONSTRUCTION TIME FRAME. I ALSO CERTIFY THAT THIS PROJECT HAS AN EXPECTED USEFUL LIFE OF 20 YEARS BASED UPON NORMAL USAGE, REGULAR MAINTENANCE, AND CONSTRUCTED AS PER CURRENT STANDARDS IN USE BY THE OHIO DEPARTMENT OF

\_\_\_\_\_  
Jacob L. Bertke, P.E.

\_\_\_\_\_  
Date

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-34**

**A RESOLUTION AUTHORIZING THE CITY OF SOUTH LEBANON TO PREPARE  
AND SUBMIT AN APPLICATION FOR THE WATER TOWER REHABILITATION  
PROJECT TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE  
CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT  
PROGRAM(S), AND DECLARING AN EMERGENCY**

**WHEREAS**, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

**WHEREAS**, the City of South Lebanon is planning to make capital improvements to the City's Water Tower; and,

**WHEREAS**, the infrastructure improvements herein above are considered to be a priority need for the community and are a qualified project under the OPWC programs, and

**WHEREAS**, immediate action is required to ensure timely delivery of public works services and projects in the City and to meet the October 3, 2025, deadline date for the submission of the application, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council authorizes the City Administrator to apply to the OPWC for funds for the Water Tower Rehabilitation Project, as described above.

**Section 2.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 3.** That this Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code for the immediate preservation of the public peace, health, safety and general welfare; and this Resolution shall be in full force and effective immediately upon its passage.

**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Resolution No. 2025-34**  
**Page 2**

Adopted this 21st day of August, 2025.

\_\_\_\_\_  
Linda S. Burke, Mayor

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_\_ Yeas  
\_\_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Fiscal Review:

Tina Williams  
Director of Finance

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Prepared by and approved as to form:

\_\_\_\_\_  
Chase T. Kirby  
Law Director  
City of South Lebanon, Ohio



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## MEMORANDUM

**To:** Mayor & City Council

**CC:** Chase Kirby Meier, Law Director  
Tina Williams, Director of Finance

**From:** Jerry Haddix, City Administrator

**Date:** August 18, 2025

**Subject:** Electric Aggregation Agreement

---

At Thursday's meeting, Rich Surace, the Chief Operating Officer for Energy Alliances, Inc. will be in attendance to review the City's Electric Aggregation program and request that the City approve Dynegy as the electric supplier starting in December. They have received prices for electric service and information is presented in his attached memo. As always, residents may "opt-out" of the program anytime before or during the program & it only applies to customers who are not under a current contract with another supplier, i.e. subject to Duke's default rate..

Let me know if you have any questions or need additional information.

# MEMORANDUM

TO: Jerry Haddix, City Manager, City of South Lebanon, Ohio  
 FROM: Rich Surace, COO, Energy Alliances  
 DATE: August 6, 2025  
 RE: Electric Aggregation Renewal Update

## Background

The City's current electric aggregation program at a rate of 6.73¢ per kWh began with the December 2023 Duke bill and expires on November 2025 Duke bill.

From December 2023 through June 2025 the average participant saved over \$280 (16.7%) with total savings across the community over \$385,000!

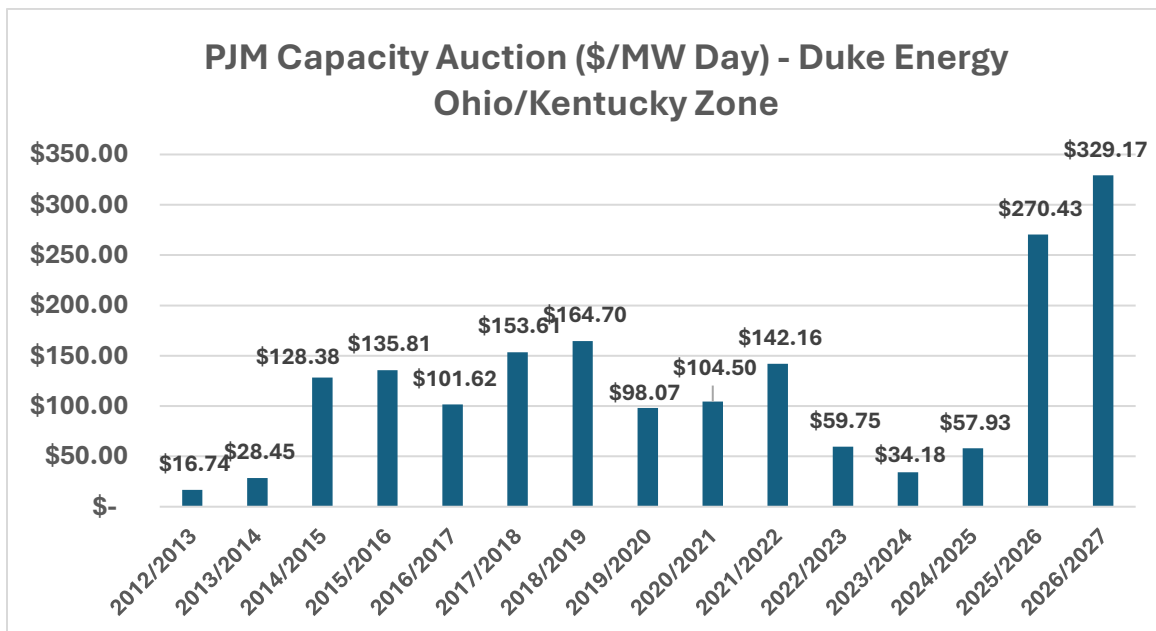
## Pricing Component Overview

The two largest components in an electric aggregation rate are the cost of Power and Capacity

**Power** – The cost for a supplier to generate their own power or purchase the power from the market to then resell to the end use customers (i.e., residents, business, etc.).

**Capacity** – The cost assumed by all power customers to assure there is enough generation (i.e. power plants) available to meet the power demands.

When reviewing the prices below, you will notice a significant increase from the expiring rate. The main reason for this is the increased cost of capacity. Here is a graph showing the capacity cost over the last 14 years.

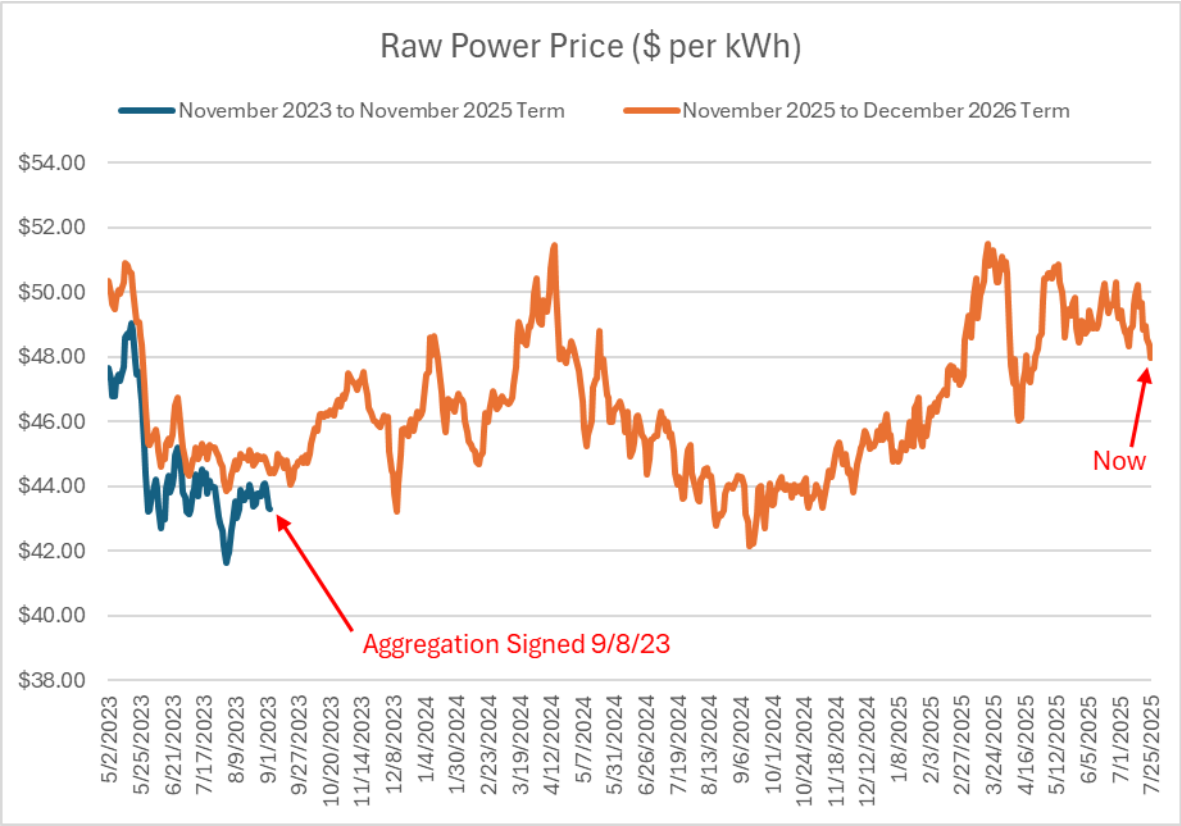


\*A planning year is June of one year to May of the following year.

I would not focus on the actual capacity values, but how those values have increased exponentially since the program started in the fall of 2023.

To put this increase in perspective, with the expiring aggregation rate of \$0.0673 per kWh, capacity made up approximately \$0.004 per kWh. With the new aggregation rate, capacity cost is approximately \$0.0318 per kWh of the total price.

In addition to capacity, the power component has increased since the expiring aggregation was signed on September 8, 2023.



**RFP Results**

Duke’s current “Price to Compare” is 10.43¢ per kWh.

The RFP was sent to 4 suppliers with 2 responding. Here are the results per response on August 4, 2025.

Supplier	Nov-26	Dec-26	May-27
Constellation	\$0.09656	\$0.09769	\$0.10225
Dynegy	\$0.09240	\$0.09190	\$0.09410

These prices are not final. We are working with suppliers to keep the price as low as possible in a very volatile energy market (see price chart above). Price rose significantly in March but fell significantly in April.

**Recommendation**

Energy Alliances recommends locking in a 13-month term (Dec 2026) with Dynegy Energy Services.

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-35**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN  
ELECTRIC AGGREGATION AGREEMENT WITH DYNEGY ENERGY SERVICES,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Legislature has enacted electric deregulation legislation which authorized the legislative authorities of municipal corporations, townships, and counties to aggregate the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and,

**WHEREAS**, the residents, businesses and other electric consumers within the community limits of the City of South Lebanon, Ohio have given permission to the City of South Lebanon Council to aggregate the retail electricity loads on their behalf by passing an Electric Aggregation ballot issue; and,

**WHEREAS**, the City of South Lebanon has successfully completed and submitted to the State of Ohio all required paperwork to become a certified Competitive Retail Electric Service Provider in order to provide governmental aggregation services within the State of Ohio; and,

**WHEREAS**: Energy Alliances, Inc. has researched and provided the City of South Lebanon with competitively bid electrical rates; and,

**WHEREAS**, to immediately begin the required public notification process and other administrative steps to commence the selected electric aggregation program, immediate action is required and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1:** That the City Administrator is hereby authorized and directed to enter into an agreement with Dynegy Energy Services for electric supply to the City of South Lebanon Electric Aggregation Program.

**Section 2:** That any qualifying resident, businesses and other electric consumers within the corporate limits of the City of South Lebanon, Ohio can request, at any time and without cost, to switch the type of energy resource used by contacting Energy Alliances, Inc., or Dynegy Energy Services.

**Section 3:** That any qualifying resident, businesses and other electric consumers within the corporate limits of the City of South Lebanon Ohio, Ohio can request, at any time and without cost, to “Opt-Out” by contacting Energy Alliances, Inc. or Dynegy Energy Services.

**Section 4.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.



**Resolution No. 2025-35**

**Page 2**

**Section 5.** That this Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 6.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 21<sup>st</sup> day of August 2025.

\_\_\_\_\_  
Linda S. Burke, Mayor

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_ Yeas  
      \_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

\_\_\_\_\_  
Chase T. Kirby  
Law Director  
City of South Lebanon, Ohio

**MASTER AGREEMENT**  
**TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES**  
**BY AND BETWEEN**  
**CITY OF SOUTH LEBANON**  
**(WARREN COUNTY), OHIO**  
**AND**  
**DYNEGY ENERGY SERVICES (EAST), LLC**  
**D/B/A DYNEGY ENERGY SERVICES, LLC**

THIS AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, by and between **City of Lebanon (Warren County), Ohio (“City”)** and **Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC, (“DESE”)** acting by and through properly authorized officials (hereinafter the “City” and DESE may from time to time be referred to as a “Party” and together, as the “Parties”).

**WHEREAS**

1. On December 15, 2022 the “City” approved a resolution to establish an “opt-out” electric aggregation program (the “Electric Aggregation Program” or the “Program”) pursuant to Ohio Revised Code (“ORC”) Section 4928.20, for the residents, businesses, and other electric consumers eligible to participate in the aggregation program (the “Buying Group”), and for that purpose, to take greater control over the electric purchasing decisions for the City and its qualifying residents, with the desire to take advantage of the collective purchasing power of the City for the benefit of the Buying Group.
2. On August 8, 2023, the “City” was **certified** as a governmental aggregator under Certificate # 23-123404E.
3. The City desires to select and use DESE, during the term of this Agreement, as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by DESE and the City pursuant to the terms set forth in Section 2 of this Agreement.
4. The “Buying Group” shall consist of all retail electric loads, except mercantile customers, that are located within the City and for which there is a choice of supplier of that service, and who are otherwise eligible to participate in the governmental aggregation program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

## **SECTION 1 GENERAL PROVISIONS**

### **1.1 Electric Governmental Aggregation Program**

City shall take all actions necessary to maintain its certification as a governmental aggregator with the Public Utilities Commission of Ohio (“PUCO”) at all times through the term of this Agreement and any extension(s) hereof. City shall not assume the credit risk for any nonpayment on behalf of any Customer (as defined below) in its Electric Aggregation Program.

### **1.2 DESE**

DESE is duly certified by the PUCO as a competitive retail electric service provider and, as such, is authorized to provide such services to serve the City’s residential and small commercial customers who do not opt out of the Program.

DESE shall act as an independent contractor to the City and shall not be deemed an employee or representative of the City.

### **1.3 Customers**

The end users in the City’s Electric Aggregation Program will be the residential and small commercial customers within the City’s political boundaries that do not opt out of the Program (“Customers”) and who are otherwise eligible to participate. On behalf of the Customers, the City reserves the right to approve the supplier’s terms and conditions for the supplier’s contracts with the Customers.

### **1.4 Utility**

For the purposes of this Agreement, DEOHIO (“Utility”) shall be the electric distribution utility and will provide electric distribution services for all electricity supplied under this Agreement.

## **SECTION 2 SCOPE OF WORK**

The City shall use DESE as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by DESE and the City pursuant to the terms set forth below. The Parties hereby agree to undertake, perform and complete the services and/or actions described below:

2.1 DESE and the City hereby agree that the rate Customers will pay for electric generation service provided by DESE under the Electric Aggregation Program shall be as set forth Attachment A hereto (“Billing Rates”) and in accordance with Attachment B (Civic Grant).

2.2 DESE will be responsible for the costs of obtaining the eligible customer list from the Utility and/or from any other resource it deems useful in creation of an accurate list. The City will share its resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from Utility. It will be the joint responsibility of the City and DESE to approve the list to be used. DESE shall perform, and the City will assist, to the best of their abilities, in the necessary list cleansing to ensure that only those Customers who are eligible to participate are included on the list. DESE and the City acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation, as detailed in ORC Section 4928.20. To the extent the Utility fails to provide such a list, the Parties hereto expressly waive any claim against each other resulting from such failure by the Utility.

2.3 Upon notification and request to DESE by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible, DESE shall enroll any such Customer wishing to join the Program. If an ineligible customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to DESE, DESE shall take immediate steps to return that customer to their local utility's standard service. DESE will also be responsible for reimbursing any switching fee and negative differential charges resulting from the improper switch, if notified by a customer with a legitimate grievance.

2.4 DESE shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the City, a terms and conditions page outlining Customer contract provisions scripted by DESE and approved by the City and may also include other information as agreed upon by the City and DESE. DESE shall bear the costs associated with preparing, printing, and mailing the opt-out notice packets.

2.5 DESE shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. DESE will also handle the information sharing/verification process with ("Utility") for the transfer of accounts.

2.6 DESE will utilize its customer call center resources to handle customer calls and concerns. DESE maintains a toll-free telephone number that will be provided in all written correspondence with Customers, as well as the DESE website that can be used by Customers to get answers to frequently asked questions. DESE understands that the City is not equipped to handle large volumes of customer calls and will be dependent on DESE for this function. The City will remain available to answer questions regarding customer inquiries as needed by DESE.

2.7 Once timing is finalized between the City and DESE, DESE will conduct an initial opt-out opportunity (the "Initial Opt-out"). Thereafter, no new Customer will be enrolled in the aggregation until a subsequent offering, at DESE's and the City's discretion ("Interim Opt-outs") is conducted. DESE will provide the services set forth in Sections 2.2 through this 2.7 with respect to an Interim Opt-out, as it did for the Initial Opt-out. The purpose of the Interim Opt-outs is to

provide an opportunity for newly eligible Customers (by way of example only and not by way of limitation, a resident new to the City since the time of the list compilation for the Initial Opt-out) to take advantage of the Program. All Interim Opt-outs will be conducted in the same manner as the initial opt-out, except that any price notifications may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.8 Notwithstanding anything to the contrary herein, DESE agrees that, upon notification by any former Customer of the Buying Group and once provided with appropriate documentation, DESE shall re-enroll any Customer who is in the Program and who moves to a new location within the City and within the Utility's service territory. This can be accomplished as an opt-in enrollment. Appropriate documentation shall include a signed agreement, telephone verification of enrollment, or internet enrollment into the Program. The price, terms, and conditions, once re-enrolled, shall continue for the remainder of the Customer's initial term at the Customer's prior address, although in no event shall the term exceed the term of this Agreement. In addition, DESE shall permit any new resident of the City, who is within the Utility's service territory and who moves into any facility existing at the time of execution of this Agreement, to opt into the Program at the then current terms and conditions for the Program, for the remaining term of the Program as specified in this Agreement. Residents of newly constructed facilities, if eligible, will be permitted to enroll in the Program during Interim Opt-out notifications and may, in DESE's sole discretion, be permitted to enroll in the Program as opt-in Customers, from time to time.

2.9 If the Utility charges a switching fee for all Customers choosing a new supplier under the Choice Program, DESE agrees to pay this fee.

2.10 DESE's arrangements regarding electric supply shall comply with the Choice Program. DESE will supply and manage deliveries to meet 100% of the Buying Group's electric supply requirements. Pricing shall not include Utility charges, fees, or expenses, other than as set forth in Section 2.9 hereof.

2.11 If the PUCO requires information or documents regarding the Aggregation, DESE agrees to assist in compiling such information in the possession and control of DESE.

### **SECTION 3 TIME OF PERFORMANCE AND TERM OF CONTRACT**

3.1 DESE will make commercially reasonable efforts to coordinate with the Utility to enroll Customers for the provision of retail electric supply and aggregation services for the beginning month of the term set forth on Attachment A. The beginning month of the term is only an estimate of the expected month when Customers may be switched by the Utility, on its regularly scheduled meter read date, and in accordance with applicable regulatory requirements and the Utility's rules and practices regarding the switching of customers to suppliers. Except as otherwise agreed herein, this Agreement shall terminate on the later of the \_\_\_\_\_ **meter read date** or the date of commencement of another agreement related to the provision of retail electric supply and aggregation services by and between the City and another such administrator, unless the

Agreement is extended for an additional term(s) by mutual written agreement of the City and DESE.

3.2 The City shall have the right to begin negotiations with DESE and other electric suppliers during the term of this Agreement in order to ensure a seamless transition and continuation of the Program. If the City chooses a different supplier upon the termination of this Agreement, DESE shall reasonably cooperate with the City and the new supplier in a timely manner in order to ensure a seamless transition to the new supplier. This would include providing a list of Customers who, according to DESE's records, are participating in the Program at the time such request is made.

#### **SECTION 4 DELIVERIES**

4.1 On and after the Effective Date and throughout the term of this Agreement, DESE shall provide firm, full requirements electric supply to the Utility's distribution system in accordance with the Utility's delivery guidelines.

#### **SECTION 5 BILLING AND PAYMENT**

5.1 DESE shall delegate the billing obligations to the utility, such that Customers will receive an invoice for the Utility's charges and DESE's charges on the same monthly bill. Payment will be due according to the Utility's billing schedule. Customer will make payment to the Utility. If Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements, DESE may terminate this agreement by giving Customer written notice of at least fourteen (14) calendar days. Customer's failure to pay the Utility's charges may result in the account(s) being disconnected in accordance with the Utility's tariff. If an account is switched back to the Utility for service, it may not be served under the same rates, terms and conditions that apply to other customers served by the Utility.

#### **SECTION 6 NON-PERFORMANCE/TERMINATION**

6.1 If DESE fails to meet its obligations to deliver electric supply under this Agreement and its failure is not excused by any provision under this Agreement, then DESE shall reimburse the Customers for any difference between DESE's price and the price that the Customers pay for any replacement electric supplies, as necessary to meet the Customers' needs due to DESE's failure to perform.

6.2 If, based upon a material change in the creditworthiness of DESE, the City has reasonable grounds for insecurity regarding DESE's performance of any material obligation under this Agreement, the City may demand "Adequate Assurance of Performance," which, in the aggregate, may not exceed \$100,000. "Adequate Assurance of Performance" shall mean sufficient security, in the form, amount, and term reasonably acceptable to the City, including, but not limited to, a standby letter of credit or a guaranty.

If DESE fails to provide Adequate Assurance of Performance as described above, within five (5) business days of written demand from the City, then the City shall have the right, after written notice, to terminate this Agreement and have DESE transfer all aggregation Customers back to the Utility with the corresponding end-of-service notification.

6.3 A Party may terminate this Agreement prior to its natural expiration for: (i) a material breach of any of the terms contained herein by the other Party hereto which has not been cured within fifteen (15) days after written notice by the non-defaulting Party or such other cure period set forth in this Agreement, or (ii) in accordance with the following contingencies:

A. Illegality. Due to the adoption of or change in any applicable law or any interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful for either Party or both Parties to perform any obligation under this Agreement or its Attachments.

B. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure event.

C. Failure of the City to maintain its status as a PUCO Governmental Aggregator.

6.4 **Regulatory Out** – Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events).

DESE has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DESE, Customer agrees that DES may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DESE under this Agreement. If DESE proposes new contract terms in accordance with this clause, DESE will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DESE, and (3) when the new contract terms will take effect

following Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, DESE may in its sole discretion elect to terminate this Agreement without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DESE, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DESE may, in its sole discretion, elect to continue supplying electricity to Customer under the original terms of this Agreement.

## **SECTION 7 FORCE MAJEURE**

7.1 Force Majeure shall include, but not be limited to the following: (i) physical events such as Acts of God, landslides, lightning, earthquakes, fires, storms (including hurricanes), or storm warnings, which result in evacuation of the affected area, floods, washouts, explosions, breakage, accident, or necessity of repairs to machinery or equipment or transmission or distribution lines; (ii) weather-related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution lines; (iii) interruption and/or curtailment of primary transmission or distribution lines where such interruption directly affects electric supply deliveries under this Agreement; and (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections, terrorist acts, or wars. DESE and the City shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

7.2 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible transmission or distribution lines; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, DESE's ability to sell electric supply at a higher or more advantageous price than the price under this Agreement or the City's ability to purchase electric supply at a lower or more advantageous price than the price under this Agreement; or (iv) the loss or failure of DESE's electric supply or depletion of supply, except, in either case, as provided in Section 7.1.

The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure event, to make or accept delivery of electric supply, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.



## **SECTION 8 APPLICABLE LAW**

This Agreement and all provisions herein will be governed by and interpreted under Ohio laws. Any and all litigation between DESE and the City related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

## **SECTION 9 MISCELLANEOUS**

9.1 If any provision in this Agreement is determined to be invalid, void, or unenforceable by any court or agency having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

9.2 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

9.3 This Agreement sets forth all understandings between the Parties respecting each transaction subject hereto, and any prior contracts, understandings, and representations, whether oral or written, relating to such transactions are merged into and superseded by this Agreement. This Agreement may be amended only in writing, executed by both Parties.

9.4 The Parties shall treat as confidential all terms and conditions of this Agreement, including information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, the Parties shall be allowed to acknowledge that an Agreement for electricity does exist between the Parties.

9.5 The City and DESE each represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound thereby.

9.6 Neither Party may assign or transfer rights and obligations under this Agreement without the written consent of the other Party. Such consent may not be unreasonably withheld. Notwithstanding the foregoing, the DESE may assign this Agreement to an affiliate in connection with the sale of all or substantially all of the DESE's assets without the consent of City. If this occurs, the DESE shall provide the City with five (5) business days' written notice.

9.7 Any notices, requests or demands regarding the services provided under this Agreement shall be sent to the following parties:

A. CITY

City of South Lebanon  
(Warren County), Ohio  
10 North High Street  
South Lebanon, Ohio 45065

Ph: (513) 494-2296

Email:

B. DESE

Attn: Retail Contract Administration  
Dynegy Energy Services (East), LLC  
6555 Sierra Drive, 1-W-1  
Irving, TX 75039

Linda L. Ponikwia  
Dynegy Energy Services (East), LLC  
312 Walnut Street, Suite 1500  
Cincinnati, Ohio 45202  
Ph: 513-762-8219  
Email: [Linda.Ponikwia@vistraenergy.com](mailto:Linda.Ponikwia@vistraenergy.com)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first mentioned above.

**CITY:**

City of South Lebanon

(Warren County), Ohio

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DESE:**

Dynegy Energy Services (East), LLC

By: \_\_\_\_\_

Name: Linda L. Ponikwia

Title: Manager Municipal Aggregations

## ATTACHMENT A

### BILLING RATES

DESE will provide retail electric generation service during the term of this Agreement at the following Billing Rates:

City of South Lebanon: Initial ONE box below to Elect Term and Price		
	<b>Retail Power Price</b>	<b>Delivery Term: 12 months</b>
	\$ _____/kWh	November 2025 meter read date through November 2026 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 13 months</b>
	\$ _____/kWh	November 2025 meter read date through December 2026 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 18 months</b>
	\$ _____ kWh	November 2025 meter read date through May 2027 meter read date

## ATTACHMENT A

### **(100% Renewable Energy Program Option)**

**This is an OPTIONAL “OPT-IN” offer. Eligible residents and small businesses must contact DESE directly to enter this Green Energy Program.**

This Exhibit B applies to the fully executed  
Master Agreement to Provide Electric Generation Supply  
and Related Services dated \_\_\_\_\_,  
between **Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC**  
and **City of South Lebanon** and forms a part thereof.

#### **City of South Lebanon: Initial box below to Elect Term and Price**

	<b>Retail Power Price</b>	<b>Delivery Term: 12 months</b>
	_____/kwh*	<b>November 2025</b> meter read date through <b>November 2026</b> meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 13 months</b>
	_____/kwh*	<b>November 2025</b> meter read date through <b>December 2026</b> meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 18 months</b>
	_____/kwh*	<b>November 2025</b> meter read date through <b>May 2027</b> meter read date

\*The Retail Power Price shall be associated with the generation of electricity from a renewable energy resource on Customers’ behalf, such that the percentage shall equal 100%. The Retail Power Price indicated above reflects energy that is procured from 100% renewable resources and will be made available to Customers upon request.

**ATTACHMENT B**

**CIVIC GRANT**

DESE will make a civic grant contribution for all usage consumed and paid for by participants of the **City of South Lebanon, Ohio** Electric Aggregation Program.

**City of South Lebanon: Initial ONE box below to Elect Civic Grant Option:**

	<b>Upfront Fee</b>	The price offered by DESE in connection with the Electric Aggregation includes an adder in the form of a one-time civic grant. DESE shall pay the City a civic grant in the amount of _____ Dollars (\$0.00) by <<insert date>>.
	<b>Volumetric Fee</b>	The price offered by DESE in connection with the Electric Aggregation includes an adder in the amount of \$0.000x/kWh for a civic grant. DESE shall pay the City a civic grant in the amount of \$0.000x/kWh based on actual electric usage by the Electric Aggregated customers during the term of this Agreement. Within 30 days after the end of each calendar quarter, DESE shall calculate the amount of the electric usage during the prior calendar quarter. DESE shall calculate the amount of the Civic Grant by multiplying the actual electric usage during the immediately preceding calendar quarter by \$0.000x/kWh. The estimated payment over the term based on the projected annual volume of <<Enter number>> is <<enter dollar figure>>. DESE shall remit payment to City Ohio within 30 days after the close of the calendar quarter. DESE shall also provide a written calculation to support the payment amount.



City of South Lebanon  
10 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & City Council

**CC:** Tina Williams, Director of Finance

**From:** Jerry Haddix, City Administrator

**Date:** August 15, 2025

**Subject:** Certified Mail Re : Union Village-Réhabilitation Reconstruction Project

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This memorandum serves to notify the City Council of the receipt of certified mail pertaining to CUE Senior Properties applying for funding related to a proposed rehabilitation construction project at the Union Village Senior Community.

Attached is correspondence related to the Proposed Rehabilitation Construction Project

The City Administrator will address questions regarding the receipt of certified mail.

Let me know if you have any questions or need additional information.

CUE Senior Properties  
Sieber Construction, Inc.  
2202 Beechmont Avenue  
Cincinnati, OH 45230  
(513) 831-5700

August 8, 2025

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Jennifer O'Brien  
Clerk  
City of South Lebanon  
99 High St. 10 N. High Street  
South Lebanon, OH 45065

RE: CUE Senior Properties

Dear Ms. O'Brien,

The purpose of this letter is to apprise your office that Sieber Construction, Inc. and Warren County Community Services, Inc. plan to form CUE Senior Properties GP LLC and be the general partner of a residential rental development located in or within a one-half mile radius of your political jurisdiction and will submit an application to utilize the multifamily funding programs of the Ohio Housing Finance Agency (OHFA) for the development of this property.

CUE Senior Properties is a proposed rehabilitation construction project consisting of three (3) separate senior communities including Carriage Hill (200 Adamsmoor Drive, Waynesville, OH 45068), Union Village (327 N. Section Street, South Lebanon, OH 45065) and Earl J Maag (124 Pamela Drive, Morrow, OH 45152). The owners, developers, management agent, general contractor and architect all have extensive experience with developing affordable housing. The project will offer more affordable units to the seniors in the Community.

The proposed development will be financed with a conventional first mortgage and, Bond Gap Financing and Federal Housing Credit proceeds.

Development Team:

- CUE Senior Properties GP LLC (General Partner)
- Sieber Construction, Inc. (Developer)
- Warren County Community Services, Inc. (Developer)
- Sieber Construction, Inc. (General Contractor)
- Romar Management Co. (Property Manager)

Project Addresses: Carriage Hill (200 Adamsmoor Drive, Waynesville, OH 45068)  
Union Village (327 N. Section Street, South Lebanon, OH 45065)  
Earl J Maag (124 Pamela Drive, Morrow, OH 45152)

Number of Units: Total of 122 units across the three (3) properties



Program(s) to be

Utilized in the Project: OHFA Sources: Federal Housing Tax Credit Programs, Bond Gap Financing, Housing Development Loan Program and Multifamily Bond Program.

Right to Submit

Comments:

You have the right to submit comments to OHFA regarding the proposed project's impact on the community. Any objection to the project must be submitted in writing and signed by a majority of the voting members of the legislative body. Comments must be received by OHFA within 30 days of the mailing date of this notice.

The person to be notified at OHFA and their address is:

Director of Multifamily Housing  
Ohio Housing Finance Agency  
2600 Corporate Exchange Drive, Suite 300  
Columbus, Ohio 43231

OHFA will provide a written response to any objections submitted under the terms outlined above.

Sincerely,



S. Jake Sieber - President  
Sieber Construction, Inc.  
2202 Beechmont Avenue  
Cincinnati, OH 45230  
(513) 831-5700  
[jake@siebergroup.com](mailto:jake@siebergroup.com)

# OLD BUSINESS

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council

**CC:** Jerry Haddix, City Administrator

**From:** Tina Williams, Director of Finance

**Date:** August 5, 2025

**Subject:** Supplemental Appropriations 2025 – Ordinance 2025-15

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Council authorized the creation of a Code Enforcement Officer position by Ordinance 2025-13 on June 5, 2025. Administration has conducted interviews and has made a job offer to a candidate. Supplemental appropriations are needed to establish a budget for compensation and operating expenses for the new Building and Planning department.

**General Fund 1000 - 410 Building & Planning Department**

<b>Personal Services</b>	<b>From: \$0</b>	<b>To: \$28,000</b>
<b>Operating Expenses</b>	<b>From: \$0</b>	<b>To: \$5,000</b>

Early in the year we received notice from the City of Lebanon that our 2025 sewer treatment rates would increase by 25.5%. Our new per unit cost is \$1.62 per thousand gallons treated, which is \$0.33 more than the previous year.

The rate increase is based on our share of the sewer treatment operating expenses and the total amount of flow treated. Attached is a copy of the letter from the City of South Lebanon with an explanation of how the rate is determined.

Our original 2025 appropriations for the sewer treatment contract were budgeted at \$300,000. However, based on an increase in usage from new development, it appears that an additional \$70,000 will be needed for the remainder of the year. Additional revenue is also expected for increased usage.

**Sewer Fund 5201 - 541 Sanitary Sewers & Sewage**

<b>Operating Expenses</b>	<b>From: \$905,000</b>	<b>To: \$975,000</b>
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January 22, 2025

City of South Lebanon  
Attn: Mr. Jerry Haddix, City Manager  
99 N. High Street  
South Lebanon, OH 45065

Subject: 2025 Sewer Treatment Rates

Dear Mr. Haddix:

Enclosed are the updated Sanitary Sewer Treatment Rate computations used to establish South Lebanon's 2025 rates. A detailed listing of the sewer treatment expense items and cost adjustments that have been attributed to each expense element is enclosed. The total adjusted 2024 operating expenses attributable to South Lebanon at the facility are \$1,921,317.37, which is an increase of 30.0% from 2024.

The total flow treated at the wastewater facility in 2024 was 1,189,080 thousand gallons, which is an increase of 4.5%. The unit cost billable to South Lebanon is a function of both total operating expenses and total flow treated. Therefore, the unit cost per thousand gallons treated is **\$1.62** which is \$0.33 more than the previous year. This number was determined by dividing the adjusted operating expense (\$1,921,317.37) by the total flow treated (1,189,079.82 thousand gallons).

The additional costs that incurred the rate increase are the cost to replace the pumps to the sludge handling beds/belt filter press and the replacement of the rotating bridge aeration system with a fixed air diffuser system in tank #3. It is planned to replace the rotating bridge aeration system with a fixed air diffuser system in the remaining 3 tanks over the next 3-year period.

South Lebanon will also be billed for their share of the facility depreciation and the 250,000 gallons of treatment capacity that was assigned to South Lebanon by Warren County as part of the Novation Agreement that was executed in 2005.

Please contact me at 513-228-3102 if you have any questions. Thank you.

Sincerely,

Scott Brunka  
City Manager

**City Building**

50 South Broadway  
Lebanon, Ohio 45036  
P: 513-933-7200  
lebanonohio.gov





## Summary Sheet

### 2025 South Lebanon Sewer Rates

Cost Elements	2024 Annual Billable Expenses (\$)	2024 Total Flow Treated (Thousand Gallons) Annual Plant Treatment Capacity (%)	2025 Cost Per Thousand Gallons Treated (\$)
WWTP Operations and Maintenance	\$1,921,317.37	1,189,079.82	\$1.62
Cost Elements	Total Annual Cost		Annual Costs (\$)
Depreciation	\$189,246.00	20	\$37,849.20
Novation	\$189,246.00	0.083	\$15,707.42
TOTAL FIXED COSTS			\$53,556.62



**LEBANON**  
public works

## Lebanon Regional WWTP Adjusted O&M Expenses for Billing

Wastewater Administration

**2024**

Fund Code	Cost Element	Total Expenses	Adjusted Expenses
6610-1000	Personnel	\$ 148,268.64	\$ 74,134.32
6610-2102	Education/Training		\$ -
6610-3101	Consulting Service	\$ 5,000.00	\$ 2,500.00
6610-3103	Insurance		\$ -
6610-3104	Memberships		\$ -
6610-3108	Telephone		\$ -
6610-3110	Uniform Rental		\$ -
6610-3111	Postage	\$ 4,108.91	\$ 2,054.46
6610-3115	Contractual Services	\$ 36,292.01	\$ 18,146.01
6610-3402	M&R Communications		\$ -
6610-3406	M&R Office Machines		\$ -
6610-3503	MV-Operating Expenses		\$ -
6610-3900	Administrative Recovery		\$ -
6610-3901	GIS		\$ -
6610-3908	Storm Water Utility Fee		\$ -
6610-3910	Auto Maintenance		\$ -
6610-4102	Office Supplies		\$ -
6610-4303	Other Expenses		\$ -
6610-6101	Debt Retirement Transfer		\$ -
6610-6102	Note Retirement Principal		\$ -
6610-6103	Note Interest		\$ -
6610-6104	Debt Retirement Principle		\$ -
6610-6105	Debt Retirement Trans (629)		\$ -
6610-7102	Transfer Replace & Reserve		\$ -
6610-7103	Transfer System Improvement		\$ -
6610-7104	Transfer to Telecom		\$ -
6610-7401	Refunds		\$ -
<b>6610</b>	<b>Sub-Total</b>	<b>\$ 193,669.56</b>	<b>\$ 96,834.78</b>





**LEBANON**  
public works

## Lebanon Regional WWTP Adjusted O&M Expenses for Billing

Wastewater Treatment

2024

Fund Code	Cost Element	2024 Total Expenses	2024 Adjusted Expenses
6622-1000	Personnel	\$ 563,603.51	\$ 563,603.51
6622-2102	Training	\$ 7,895.77	\$ 7,895.77
6622-3101	Consulting Services	\$ 10,207.20	\$ 10,207.20
6622-3103	Insurance	\$ 40,604.54	\$ 40,604.54
6622-3104	Memberships	\$ 800.00	\$ 800.00
6622-3108	Telephone	\$ 12,819.55	\$ 12,819.55
6622-3110	Uniform Rental	\$ 6,013.71	\$ 6,013.71
6622-3115	Contractual Services	\$ 16,702.27	\$ 16,702.27
6622-3116	Sludge Disposal	\$ 285,520.59	\$ 285,520.59
6622-3117	Outside Laboratory Analysis	\$ 11,063.30	\$ 11,063.30
6622-3204	Electricity	\$ 236,161.41	\$ 236,161.41
6622-53245	COVID		\$ -
6622-3308	Preliminary Treatment	\$ 44,048.35	\$ 44,048.35
6622-3309	Secondary Treatment	\$ 16,588.21	\$ 16,588.21
6622-3310	Solids Handling	\$ 17,495.10	\$ 17,495.10
6622-3311	Disinfection Maintenance	\$ 1,035.91	\$ 1,035.91
6622-3401	M & R Buildings and Grounds	\$ 11,924.14	\$ 11,924.14
6622-3402	M & R Communications	\$ 2,760.50	\$ 2,760.50
6622-3403	M & R Motor Vehicles	\$ 4,726.72	\$ 4,726.72
6622-3414	M & R Mechanical Equipment		\$ -
6622-3420	M & R System	\$ 4,000.00	\$ 4,000.00
6622-3421	Maintenance Services	\$ 6,452.38	\$ 6,452.38
6622-3503	MV-Operating Expenses	\$ 1,185.91	\$ 1,185.91
6622-3908	Storm Water Utility Fee	\$ 2,250.24	\$ 2,250.24
6622-3910	Auto Maintenance	\$ 16,407.00	\$ 16,407.00
6622-4102	Office Supplies	\$ 750.00	\$ 750.00
6622-4222	Polymer	\$ 22,540.00	\$ 22,540.00
6622-4224	Other Chemicals	\$ -	\$ -
6622-4225	Diesel Fuel - Generator	\$ 3,868.46	\$ 3,868.46
6622-4301	Safety Equipment	\$ 1,801.45	\$ 1,801.45
6622-4302	Lab Supplies	\$ 13,242.88	\$ 13,242.88
6622-4303	Other Expenses	\$ 8,936.10	\$ 8,936.10
6622-4304	Janitorial Supplies	\$ -	\$ -
6622-4305	Telemetry Instrumentation	\$ -	\$ -
6622-4306	Computer	\$ 8,486.24	\$ 8,486.24
6622-4308	Preliminary Treatment	\$ 2,438.08	\$ 2,438.08
6622-4309	Secondary Treatment	\$ 27,737.93	\$ 27,737.93
6622-4310	Solids Handling	\$ 7,144.56	\$ 7,144.56
6622-4311	Disinfection supplies	\$ 2,585.59	\$ 2,585.59
6622-4312	Tools & Equipment	\$ 2,218.07	\$ 2,218.07
6622-5102	Buildings and Grounds		\$ -
6622-5104	Tools & Equipment		\$ -
6622-5110	Main St. Improvements		\$ -
6622-5203	Auto Sampler		\$ -
6622-5205	Telemetry Instrumentation		\$ -
6622-5206	Radios, Phone System, Pagers		\$ -
6622-5302	Pump Station		\$ -
6622-5303	Blowers		\$ -
6622-5308	Preliminary Treatment		\$ -
6622-5309	Secondary Treatment		\$ -
6622-5310	Solids handling	\$ 50,000.00	\$ 50,000.00
6622-5325	System Improvements	\$ 352,466.92	\$ 352,466.92
6622-5502	Computer		\$ -
6622-5503	Blower Motors		\$ -
6622-7102	Trans to Replacement & Reserve		\$ -
<b>6622</b>	<b>Sub-Total</b>	<b>\$ 1,824,482.59</b>	<b>\$ 1,824,482.59</b>
	<b>TOTAL</b>		<b>\$ 1,921,317.37</b>

**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE 2025-15**

**AN ORDINANCE AMENDING THE ANNUAL APPROPRIATION ORDINANCE  
2025-05 FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE  
CITY OF SOUTH LEBANON, STATE OF OHIO, FOR THE PERIOD OF  
JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

**WHEREAS**, the Council adopted Ordinance 2025-05 on March 6, 2025, making appropriations for current expenses and other expenditures for the period of January 1, 2025 through December 31, 2025; and

**WHEREAS**, the annual appropriations shall be amended to increase appropriations in the General Fund by \$25,000 for future compensation of the newly created Code Enforcement Officer position as authorized by Ordinance 2025-13; and

**WHEREAS**, the annual appropriations shall be amended to increase appropriations in the General Fund by \$5,000 for new operating expenses in the Building and Planning Department; and

**WHEREAS**, the annual appropriations shall be amended to increase appropriations in the Sewer Fund by \$70,000 for an increase in usage and sewer treatment rates pertaining to the Sewer Treatment agreement with the City of Lebanon; and

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

**Section 1.** That, to provide for the current expenses and other expenditures of the said City of South Lebanon, for the period of January 1, 2025 through December 31, 2025, the following sums are hereby set aside and appropriated as follows:

**General Fund -1000**

**410 Building and Planning**

<b>Personal Services</b>	<b>From:</b>	<b>\$0</b>	<b>To:</b>	<b>\$28,000</b>
<b>Operating Expenses</b>	<b>From:</b>	<b>\$0</b>	<b>To:</b>	<b>\$5,000</b>

**Sewer Fund -5201**

**541 Sanitary Sewers & Sewage**

<b>Operating Expenses</b>	<b>From:</b>	<b>\$905,000</b>	<b>To:</b>	<b>\$975,000</b>
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**Section 2.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 3.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



Ordinance 2025-15 Amended Appropriations

**Section 4.** That this measure shall take effect immediately upon passage pursuant to Section 4.06(C) of the Charter of the City of South Lebanon.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Linda S. Burke, Mayor

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

Rules Suspended:	_____ (if applicable)
First Reading:	<u>08/07/25</u>
Second Reading:	_____
Vote:	____ Yeas _____ ____ Nays _____
Effective Date:	_____

Tina Williams  
Director of Finance

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Prepared by and approved as to form:

Chase T. Kirby  
Law Director

By: \_\_\_\_\_  
Date: \_\_\_\_\_