

**VILLAGE OF NEW LEBANON  
OF  
MONTGOMERY COUNTY, OHIO**

**RESOLUTION NO: 2024-27  
BY  
MAYOR DAVID NICKERSON**

**A RESOLUTION: TO RETROACTIVELY APPOINT ROBERT ANDERSON, II AS ACTING VILLAGE MANAGER AND TO APPROVE THE VILLAGE MANAGER CONTRACT WITH BOTH ADDENDUMS.**

**WHEREAS**, the Village Council previously passed Resolution 2024-06 authorizing the mayor to negotiate, execute a contract, and appoint an Acting Village Manager on February 20, 2024;

**WHEREAS**, the previously passed resolution was passed in the process of a special investigation initiating in which the previous Village Manager was placed on paid administrative leave and subsequently terminated;

**WHEREAS**, the Village Council desires to rectify the mistake of not having the Acting Village Manager approved by the Village Council via a resolution as set forth in the Village's Charter;

**WHEREAS**, the Village Council desire to further rectify the mistake of not having the Acting Village Manager's contract and subsequent Addendums approved by Village Council via a resolution as set forth in the Village's Charter;

**WHEREAS**, the Village Council has determined and resolved that it is in the best interests of the Village to appoint Robert Anderson, II as Acting Village Manager during the pendency of the special investigation and until such time a permanent Acting Village Manager is appointed;

**WHEREAS**, the Village Council has determined and resolved that is in the best interests of the Village to retroactively approve the attached Consulting Services Agreement (Exhibit A), Addendum to Consulting Services Agreement (Exhibit B), and Second Addendum to Consulting Services Agreement (Exhibit C);

**WHEREAS**, the Village is recommending approval of the attached Contract and Addendums;

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of New Lebanon, Ohio, that:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

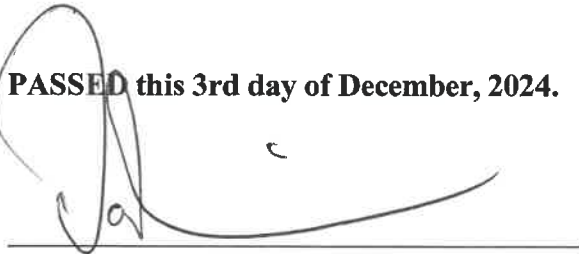
**SECTION I**           The Village Council hereby appoints Robert Anderson, II as Acting Village Council member effective February 21, 2024 and until such time a permanent Village Manager is chosen and appointed by Village Council.

**SECTION II** The Village Council hereby approves the Consulting Services Agreement, Addendum to Consulting Services Agreement, and Second Addendum to Consulting Services Agreement.

**SECTION III** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

**SECTION IV** That this Resolution shall take effect immediately upon adoption.

**PASSED** this 3rd day of December, 2024.



David Nickerson, Mayor

Attest:


Rob Anderson  
Acting Clerk of Council

Date

**VILLAGE OF NEW LEBANON  
OF  
MONTGOMERY COUNTY, OHIO**

**RESOLUTION NO: 2024-06  
BY  
MAYOR DAVID NICKERSON**

**A RESOLUTION: AUTHORIZING THE MAYOR TO NEGOTIATE, EXECUTE A CONTRACT, AND APPOINT AN ACTING VILLAGE MANAGER DURING THE PENDENCY OF THE VILLAGE'S INTERNAL INVESTIGATION.**

**WHEREAS**, the Village Council has determined that it must conduct an internal investigation of its administrative, financial, and legal affairs; and

**WHEREAS**, the Village Council recognizes the need for efficient governance and administrative continuity within the Village; and

**WHEREAS**; the position of Village Manager plays a crucial role in the day-to-day operations and management of the Village, ensuring the delivery of essential services and the implementation of policies set forth by the Council; and

**WHEREAS**, the Village Council has determined and resolved that it is in the best interests of the Village to place the current Village Manager, Glenna Madden, on paid administrative leave during the pendency of its internal investigation or until further notice via **Resolution No. 2024-05**; and

**WHEREAS**, **Resolution No. 2024-05** necessitates the appointment of an Acting Village Manager to ensure seamless transition and uninterrupted services to the community; and

**WHEREAS**, Mayor, David Nickerson, as the duly elected representative of the Village, possesses the authority to engage in negotiations, execute contracts, and make interim appointments in the best interest of the Village to fulfill the duties and responsibilities of the Village Manager during the pendency of the Village's internal investigation.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

**SECTION I**            That the Mayor is hereby authorized to engage, negotiate, execute a contract, and subsequently appoint a qualified candidate as Acting Village Manager to fulfill the duties and responsibilities of the Village Manager, as set forth in the New Lebanon Charter, during the pendency of the Village's internal investigation.

**SECTION II**            It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in

an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

**SECTION III** That this Resolution shall take effect immediately upon adoption.

**PASSED** this 20 day of February, 2024.

Approved:

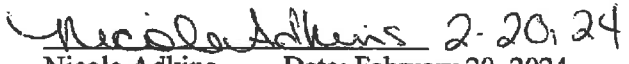
  
\_\_\_\_\_  
David Nickerson, Mayor

Attest:

  
\_\_\_\_\_  
Nicole Adkins      Date: February 20, 2024  
Vice Mayor/Acting Clerk of Council

**CERTIFICATION**

I, Nicole Adkins, Acting Clerk of Council for the Municipality of New Lebanon, Ohio do hereby certify that the foregoing is a true and correct copy of the Resolution 2024-06 as passed by Council and approved by the Mayor and that the same has been published as required by Section 2.17 of the Charter of the Municipality of New Lebanon.

  
\_\_\_\_\_  
Nicole Adkins      Date: February 20, 2024  
Vice Mayor/Acting Clerk of Council

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is entered into as of February 21, 2024 ("Effective Date"), by and between the **Village of New Lebanon** (the "Village"), a municipal corporation located at 198 S. Clayton Road, New Lebanon, Ohio 45345 and **Cambium Consulting, LLC**, an Ohio limited liability company and **Robert Anderson, II**, (collectively, "Anderson") Managing Member of Cambium Consulting, LLC, located at 2280 Laguna Court, Unit 207, Fairborn, Ohio 45324. The Village and Anderson shall be referred to collectively as the "Parties" or singularly as "Party."

### WITNESSETH:

WHEREAS, on February 20, 2024, the Village Council passed Resolution 2024-04, authorizing the Village Council to engage McNamee Law Group, LLC to serve as special counsel for the Village of New Lebanon to conduct an internal investigation into administrative, financial, and legal affairs of the Village of New Lebanon, a copy of which is attached hereto as Exhibit A; and

WHEREAS, on February 20, 2024, the Village Council passed Resolution 2024-05 placing their Village Manager, Glenna Madden, on paid administrative leave during the pendency of an investigation, or until further notice, concerning the Village's administrative, financial, legal affairs, and police affairs, a copy of which is attached hereto as Exhibit B; and

WHEREAS, on February 20, 2024, the Village Council passed Resolution 2024-06 authorizing the Mayor to negotiate, execute a contract, and appoint an acting Village Manager during the pendency of the Village's internal investigation, a copy of which is attached hereto as Exhibit C; and

WHEREAS, the Mayor, David Nickerson, desires to appoint Robert Anderson to fulfill the duties of the Village Manager during the pendency of the investigation; and

WHEREAS, Anderson desires to accept appointment to fulfill the duties of the Village Manager during the pendency of the investigation; and

NOW THEREFORE, the Parties agree as follows:

**1. Engagement; Duties.** The Village hereby engages Anderson and Anderson hereby agrees to render independent consulting services for the Village upon the terms and conditions set forth herein. Services will be performed under a mutually agreeable Statement of Work executed by both Parties in the form and substance set forth in Exhibit D (the "SOW"), attached hereto and made a part hereof. Anderson shall be reasonably available to render consulting and related services for the Village as set forth in the SOW. Anderson shall perform the Services in a professional manner. Anderson's Services shall be non-exclusive and performed at such places and at such times as are reasonably convenient to the Village and Anderson, subject to meeting the schedule set forth in the SOW.

**2. Compensation.** Anderson's compensation shall be Ten Thousand and 00/100 Dollars (\$10,000) monthly, and for a total amount of Sixty Thousand and 00/100 Dollars (\$60,000) for the term of the Agreement. Payments shall occur over a period of six months, commencing on March 6, 2024 and every 30 days thereafter ending on September 6, 2024, or until the death of Robert Anderson, II, whichever occurs first. Late payments are subject to interest at the rate of one percent (1%) per month or the maximum legal rate, whichever is lower. In the event Anderson needs to engage other personnel or subcontractors in order to complete the Services under the SOW, Anderson shall discuss the services needed with Mayor Nickerson and Village Council. The Village and Anderson shall work together in good faith to acquire any additional services that may be needed to efficiently run the Village and conduct the ongoing investigation into the Village's administrative, financial, legal affairs, and police affairs. Any additional personnel or services needed shall be at the cost of the Village and approved by Mayor Nickerson and Village Council in accordance with Village of New Lebanon Charter and ordinances.

**3. Costs and Expenses.** The Village shall pay Anderson's reasonable expenses incurred in the performance of the Services under the SOW. Anderson shall provide prior notice to the Village of the cost of any such costs and expenses collectively exceeding One Thousand and 00/100 Dollars (\$1,000.00), and the Village shall approve such additional costs and expenses before the Village shall be obligated to reimburse such items to Anderson.

**4. Term.** The term of this Agreement shall begin as of the Effective Date and shall continue through August 21, 2024, or until terminated earlier in accordance with the terms of this Agreement.

(a) In the event there is a mutual agreement, or the aforementioned investigation has not been completed during the Term, this Agreement may be extended on a month to month to basis by the approval of Mayor Nickerson.

**5. Termination.**

(a) This Agreement shall automatically terminate upon the completion of its term, or until the death of Robert Anderson, II, whichever occurs first.

(b) Either Party may terminate this Agreement and/or the SOW in effect upon written notice if the other Party (i) materially breaches this Agreement and fails to cure the breach within thirty (30) days following receipt of written notice specifying the breach in reasonable detail. If the Village fails to timely pay Anderson for Services in accordance with this Agreement, Anderson reserves the right to stop work under the SOW until payments that are due are received.

(c) Either Party may terminate this Agreement for any reason upon a 30 day written to the other Party.

(d) On termination of this Agreement, Anderson shall have no further obligation to provide Services for the Village and the Village shall have no further

obligation to pay compensation thereunder except for those Services rendered before the effective date of termination.

**6. Representations and Warranties.**

(a) Anderson represents and warrants that it will provide the Services to the Village free and clear of any third-party ownership or liens and Anderson has full authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby without violating the rights of any third-party or any other agreement to which Anderson and/or Cambium Consulting, LLC is subject.

(b) The Village represents and warrants that it has the full authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby without violating the rights of any third-party or any other agreement to which the Village is subject.

(c) Anderson represents and warrants that he shall assume all obligation, control and liability for the Services. Notwithstanding the foregoing, however, the parties acknowledge and agree that the Village is responsible for providing facilities for the Services to be performed as and when needed and Anderson shall not have any liability whatsoever for the Village's negligent actions and/or for any damage caused as a result of the Village's actions.

**7. Independent Contractors.** It is expressly agreed that Anderson is acting as an independent contractor. The Village shall have no obligation and Anderson shall be solely responsible for his worker's compensation, health, accident, disability or similar insurance to cover Anderson and the Village shall have no obligation to pay any contributions to social security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits which might be expected in an employer-employee relationship.

**8. Non-Disclosure of Confidential Information and Trade Secrets.** Anderson shall use commercially reasonable efforts not to disclose or appropriate for his own use, or for the use of any third party, at any time before, during or subsequent to the term of this Agreement, any trade secret or any non-public or confidential information or other materials of the Village which Anderson has been or hereafter is provided access, including without limitation, manuals, notes, inventory, inventions, drawings, software, data, purchasing and marketing information (collectively "Confidential Information"), except as required by a governmental authority (provided that Anderson first notifies the Village of such required disclosure and reasonably cooperates with the Village to obtain a protective order limiting such disclosure). Confidential Information does not include information that: (a) was in the public domain at the time it was disclosed or has entered the public domain through no breach of this Agreement by Anderson; (b) was known to Anderson, without restriction (to Anderson's knowledge), at the time of disclosure; or (c) is disclosed with the prior written approval of the Village.

**9. Ownership of Work Product; Reservation of Rights.**

(a) Anderson agrees that upon payment in full by the Village under the SOW, the intellectual properties developed or created by the Village (through himself or subcontractors) under the SOW shall be the sole property of the Village including patent rights, trademarks and copyrights applicable to the Services rendered (collectively, all such properties "Work Product"), and shall constitute "works made for hire." To the extent that such rights do not automatically vest in the Village, Anderson hereby assigns to the Village all rights therein, whether now existing or hereafter coming into existence. The Village shall provide Anderson assignments for execution, if necessary.

(b) The provisions of subparagraph (a) above shall not have the effect of assigning to the Village any of Anderson's rights in any prior works of Anderson (and his subcontractors); any third-party items used to perform Anderson's obligations hereunder; any initial conceptual proposals or drafts not accepted for use by the Village or ultimately integrated as part of the SOW; any general knowledge, methods, techniques or know-how of Anderson and his subcontractors; and any item not created at the Village's expense under the SOW.

**10. Right to Injunction; Cumulative Remedies.** The Parties hereto acknowledge that the rights and privileges of the Parties are of a special, unique, character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by a Party of Sections 9 and 10 of this Agreement will cause the Village irreparable injury and damage. Each Party expressly agrees that the other Party shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any such provisions by the other Party. The various rights and remedies of the Parties under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

**11. General Provisions.**

(a) **Governing Law/Venue.** This Agreement has been executed and delivered in the State of Ohio, and its interpretation, validity and performance shall be construed and enforced in accordance with the laws of such State. Any legal action regarding any matter related or arising out of this contract shall be filed in Montgomery County, Ohio. The Parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts of Montgomery County, Ohio and waive any objection thereto, except to the extent necessary to obtain injunctive relief under Section 11.

(b) **Attorneys' Fees.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled.

(c) **Entire Agreement.** This Agreement, along with any SOW, which is hereby incorporated by reference, contains the entire contract of the Parties with respect to the subject matter hereof and supersedes all agreements and



understandings between the Parties concerning the subject matter hereof. In the event of a conflict between the terms of this Agreement and the SOW, the terms of the Agreement shall govern.

**(d) Titles/Heading/Numbering.** The titles/headings/numbering of the sections herein are for convenience of reference only and are not to be considered in construing this Agreement.

**(e) Survival.** In the event of expiration or termination of this Agreement, Sections 8 through 11 will survive and continue in effect.

**(f) Modification/Amendment.** This Agreement may only be modified or amended by an executed written agreement between the Village and Cambium Consulting, LLC, signed by officers of each such entity. The SOW may only be modified by mutual written agreement of the Parties. The Village acknowledges that changes to the SOW may result in an increase in fees.

**(g) Severability.** The provisions of this Agreement shall be severable and the finding by a court of competent jurisdiction of the invalidity or unenforceability of any provision(s) hereof shall not affect the validity or enforceability of the remaining provisions, and such court may amend the Agreement by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or by substituting therefore another provision that is legal and enforceable and achieves the same objective.

**(h) Waiver of Breach.** The waiver by either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**(i) Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

**(j) Notices.** Any notice required or permitted to be given herein shall be sufficient if in writing, and if sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Village: David Nickerson, Mayor  
198 S. Clayton Road  
New Lebanon, Ohio 45345.  
Phone: 937-681-1341  
Email: mayomickerson@newlebanonoh.org

If to Anderson: Cambium Consulting, LLC  
Attn: Robert Anderson, II  
2280 Laguna Ct., Unit 207  
Fairborn, Ohio 45324  
Phone: 937-479-0729  
Email: roblanderson2@gmail.com

With copy to:

Michael P. McNamee, Esq.  
McNamee Law Group  
2625 Commons Blvd.  
Beavercreek, Ohio 45431  
Tele. No.: (937) 427-1367  
Fax No.: (937) 427-1369  
E-mail: mike@mcnameelaw.com

or to such other address as the Parties hereto may specify, in writing, from time to time. Notices shall be deemed provided when sent except as otherwise set forth in this Agreement.

**(k) Execution in Counterparts and by Facsimile.** The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Agreement may be executed and delivered by facsimile and the Parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**VILLAGE OF NEW LEBANON,**  
a municipal corporation

By: 

David Nickerson, Mayor

Date: 2/21/24

**CAMBIUM CONSULTING, LLC**  
an Ohio limited liability company

By: 

Robert Anderson, II, Managing Member

Date: 2/21/24

**EXHIBIT A  
VILLAGE OF NEW LEBABON  
OF  
MONTGOMERY COUNTY, OHIO**



**RESOLUTION NO: 2024-04  
BY  
MAYOR DAVID NICKERSON**

**A RESOLUTION: AUTHORIZING THE VILLAGE COUNCIL TO ENGAGE MCNAMEE LAW GROUP, LLC TO SERVE AS SPECIAL COUNSEL FOR THE VILLAGE OF NEW LEBANON.**

**WHEREAS**, recent events have brought to light issues regarding performance, conduct, and financial management within our Village administration. It is crucial that we respond with diligence to ensure that the interests of our community are safeguarded; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to retain special counsel and consultant services to conduct an internal investigation into the administrative, financial, and legal affairs of the Village of New Lebanon; and

**WHEREAS**, Michael McNamee, has presented a legal services agreement to the Village, a copy of which is attached hereto, whereby McNamee Law Group shall serve as sole legal counsel with respect to the investigation of the Village's administrative, financial, and legal affairs according to the terms and conditions set forth in the engagement letter, as attached hereto as Exhibit "A" (hereinafter "Legal Services Agreement"); and

**WHEREAS**, Mayor David Nickerson has proposed that the Village execute the Legal Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

**SECTION I**                    That the Village is hereby authorized to hire McNamee Law Group to serve as its special counsel for the Village of New Lebanon pursuant to the Legal Services Agreement that shall include an investigation into public employees and conditions set forth in the Legal Services Agreement, as attached hereto as Exhibit "A".

**SECTION II**                    Whereby: (1) McNamee Law Group shall have the authority to gather evidence, interview witnesses, review relevant documentation, and take any other necessary actions to complete a thorough investigation; (2) the Village Council shall provide the special counsel with the resources and support necessary to carry out their duties effectively; and (3) the village Council shall cooperate fully with the special counsel's investigation and shall provide access to all relevant information and personnel.

**SECTION III** Mayor, David Nickerson is authorized to execute the Legal Services Agreement on behalf of the Village.

**SECTION IV** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

**SECTION V** That this Resolution shall take effect immediately upon adoption.

**PASSED this \_\_\_\_ day of February, 2024.**

\_\_\_\_\_  
David Nickerson, Mayor

Attest:

\_\_\_\_\_  
Nicole Adkins Date: February 20, 2024  
Vice Mayor/Acting Clerk of Council

**CERTIFICATION**

I, Nicole Adkins, Acting Clerk of Council for the Municipality of New Lebanon, Ohio do hereby certify that the foregoing is a true and correct copy of the Resolution 2024-04 as passed by Council and approved by the Mayor and that the same has been published as required by Section 2.17 of the Charter of the Municipality of New Lebanon.

\_\_\_\_\_  
Nicole Adkins Date: February 20, 2024  
Vice Mayor/Acting Clerk of Council

**EXHIBIT B  
VILLAGE OF NEW LEBABON  
OF  
MONTGOMERY COUNTY, OHIO**



**RESOLUTION NO: 2024-05  
BY  
MAYOR DAVID NICKERSON**

**A RESOLUTION: AUTHORIZING THE VILLAGE COUNCIL TO PLACE VILLAGE MANAGER, GLENA MADDEN, CHIEF FINANCIAL OFFICER PHILLIP HINSON, VILLAGE LAW DIRECTOR RONALD KEENER, POLICE CHIEF CURTIS HENSLEY, AND SERVICE SUPERINTENDENT SCOTT BROCK ON PAID ADMINISTRATIVE LEAVE DURING THE PENDENCY OF THE INVESTIGATION, OR UNTIL FURTHER NOTICE, CONCERNING THE VILLAGE'S ADMINISTRATIVE, FINANCIAL, LEGAL AFFAIRS, AND POLICE AFFAIRS.**

**WHEREAS**, the Village Council has determined that it must conduct an internal investigation of the Village's administrative, financial, legal affairs; and police affairs; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to place Village Manager, Glena Madden, Chief Financial Officer Phillip Hinson, Village Law Director Ronald Keener, Police Chief Curtis Hensley, and Service Superintendent Scott Brock on paid administrative leave during the pendency of its investigation, or until further notice, concerning conduct and performance; and

**WHEREAS**, Mayor David Nickerson has proposed that the Village place Glena Madden, Chief Financial Officer Phillip Hinson, Village Law Director Ronald Keener, Police Chief Curtis Hensley, and Service Superintendent Scott Brock on paid administrative leave.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

**SECTION I**                    That the Village is hereby authorized to place Village Manager, Glena Madden, Chief Financial Officer Phillip Hinson, Village Law Director Ronald Keener, Police Chief Curtis Hensley, and Service Superintendent Scott Brock on paid administrative leave during the pendency of its investigation of the Village's administrative, financial, and legal affairs.

**SECTION II**                    During the pendency of the Village's internal investigation, Glena Madden, Chief Financial Officer Phillip Hinson, Village Law Director Ronald Keener, Police Chief Curtis Hensley, and Service Superintendent Scott Brock:

- (1) Shall not access, destroy, manipulate, tamper with or otherwise revise any physical or digital documents, files, or records, including, but not limited to: correspondence and drafts of correspondence; emails; instant messages; text messages; voicemails; audio recordings and files; photographs, digital photos, or videos; electronic presentations; spreadsheets;

forms, schedules or worksheets; inter- and intra-office memoranda; reports; comments; worksheets; plans; minutes; notes; notices or; notifications; findings memoranda; notes, records, summaries, or other reports of conferences, meetings, telephone conversations; executed or proposed agreements, contracts; proposals; diaries, desk calendars, appointment books, or telephone call books; affidavits, statements and depositions, or summaries or excerpts thereof, stenographic notes; books and records, including but not limited to, journals, ledgers, balance sheets, profit and loss statements, together with all adjustments to the same and all notes and memoranda concerning them; financial data; newspaper or magazine articles; pamphlets, books, texts, magazines, journals and publications; notepads, tabulations, calculations, or computations; schedules; drafts; forecasts and projections; pleadings and court filings; checks and check stubs (front and back); records or transcripts of statements, depositions, conversations, meetings, discussions, conferences, or interviews, whether in person or by telephone or by other means; work papers; printouts or other stored information from computers or other information retention or processing systems; government reports, regulations, filings or orders; and all other records kept by electronic, photographic, or mechanical means, and things similar to any of the foregoing, however denominated, except as authorized and prescribed by law;

- (2) Shall not access any Village computer systems, email accounts, share drives, and any other digital platform where documents or records are stored, either by their own doing or by directing any other person; and
- (3) Shall not communicate with Village staff, contractors, or any other individuals involved in Village affairs regarding documents, records, or Village affairs; and
- (4) Shall not be present on, remain on, or have access to any Village property via themselves or at the request of another person during the pendency of the Village's investigation. Glenna Madden, Phillip Hinson, Ronald Keener, Curtis Hensley, and Scott Brock shall turn over all Village property they are currently in possession of as outlined in Section II (1) and any means of access, i.e., keys, computers, access cards, etc. to Village property; and
- (5) Shall be relieved of all duties and responsibilities associated with their respective position during the pendency of the Village's investigation; and
- (6) Shall refrain from performing any duties or exercising any authority associated with their respective position.

**SECTION III** Prior to exiting this meeting, Village Manager, Glenna Madden, Chief Financial Officer Phillip Hinson, Village Law Director Ronald Keener, Police Chief Curtis Hensley, and Service Superintendent Scott Brock:

- (1) Shall, prior to exiting this meeting, provide the Sheriffs with the location and list of any and all Village property enumerated in Sections II(1) and II(4) in your possession, or that have access to, that you do not currently have on your person or in your vehicle, regardless of its current location; and

(2) Shall return all listed property provided to the Sheriffs to the Village by 10:00 a.m., February 20, 2024.

**SECTION IV** If it is determined that Village Manager, Glena Madden, Chief Financial Officer Phillip Hinson, Village Law Director Ronald Keener, Police Chief Curtis Hensley, or Service Superintendent Scott Brock violated Sections II or III of this Resolution, did not provide a complete list to the Sheriffs, or failed to return any Village property whatsoever you shall subject yourself to possible termination, unpaid leave, and criminal action, including, but not limited to, conversion or theft.

**SECTION V** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

**SECTION VI** That this Resolution shall take effect immediately upon adoption and shall remain in effect until such time as the investigation is concluded and Village Council has taken appropriate action based on its findings.

**PASSED this \_\_\_\_ day of February, 2024.**

Approved:

\_\_\_\_\_  
David Nickerson, Mayor

Attest:

\_\_\_\_\_  
Nicole Adkins Date: February 20, 2024  
Vice Mayor/Acting Clerk of Council

**CERTIFICATION**

I, Nicole Adkins, Acting Clerk of Council for the Municipality of New Lebanon, Ohio do hereby certify that the foregoing is a true and correct copy of the Resolution 2024-05 as passed by Council and approved by the Mayor and that the same has been published as required by Section 2.17 of the Charter of the Municipality of New Lebanon.

\_\_\_\_\_  
Nicole Adkins Date: February 20, 2024  
Vice Mayor/Acting Clerk of Council

**EXHIBIT C**  
**VILLAGE OF NEW LEBABON**  
**OF**  
**MONTGOMERY COUNTY, OHIO**



**RESOLUTION NO: 2024-06**  
**BY**  
**MAYOR DAVID NICKERSON**

**A RESOLUTION: AUTHORIZING THE MAYOR TO NEGOTIATE, EXECUTE A CONTRACT, AND APPOINT AN ACTING VILLAGE MANAGER DURING THE PENDENCY OF THE VILLAGE’S INTERNAL INVESTIGATION.**

**WHEREAS**, the Village Council has determined that it must conduct an internal investigation of its administrative, financial, and legal affairs; and

**WHEREAS**, the Village Council recognizes the need for efficient governance and administrative continuity within the Village; and

**WHEREAS**, the position of Village Manager plays a crucial role in the day-to-day operations and management of the Village, ensuring the delivery of essential services and the implementation of policies set forth by the Council; and

**WHEREAS**, the Village Council has determined and resolved that it is in the best interests of the Village to place the current Village Manager, Glena Madden, on paid administrative leave during the pendency of its internal investigation or until further notice via **Resolution No. 2024-05**; and

**WHEREAS**, **Resolution No. 2024-05** necessitates the appointment of an Acting Village Manager to ensure seamless transition and uninterrupted services to the community; and

**WHEREAS**, Mayor, David Nickerson, as the duly elected representative of the Village, possesses the authority to engage in negotiations, execute contracts, and make interim appointments in the best interest of the Village to fulfill the duties and responsibilities of the Village Manager during the pendency of the Village’s internal investigation.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

**SECTION I**            That the Mayor is hereby authorized to engage, negotiate, execute a contract, and subsequently appoint a qualified candidate as Acting Village Manager to fulfill the duties and responsibilities of the Village Manager, as set forth in the New Lebanon Charter, during the pendency of the Village’s internal investigation.

**SECTION II**            It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were



in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

**SECTION III** That this Resolution shall take effect immediately upon adoption.

**PASSED** this \_\_\_\_ day of February, 2024.

Approved:

\_\_\_\_\_  
David Nickerson, Mayor

Attest:

\_\_\_\_\_  
Nicole Adkins Date: February 20, 2024  
Vice Mayor/Acting Clerk of Council

**CERTIFICATION**

I, Nicole Adkins, Acting Clerk of Council for the Municipality of New Lebanon, Ohio do hereby certify that the foregoing is a true and correct copy of the Resolution 2024-06 as passed by Council and approved by the Mayor and that the same has been published as required by Section 2.17 of the Charter of the Municipality of New Lebanon.

\_\_\_\_\_  
Nicole Adkins Date: February 20, 2024  
Vice Mayor/Acting Clerk of Council

**EXHIBIT D  
STATEMENT OF WORK**

This Statement of Work ("SOW") is made and entered into this 21st day of February 2024, by and between the **Village of New Lebanon** (the "Village"), a municipal corporation located at 198 S. Clayton Road, New Lebanon, Ohio 45345 and **Cambium Consulting, LLC**, an Ohio limited liability company, and **Robert Anderson, II**, (collectively, "Anderson") Managing Member of Cambium Consulting, LLC located at 2280 Laguna Court, Unit 207, Fairborn, Ohio 45324. This SOW is governed by the Consulting Services Agreement dated February 21, 2024, by and between the Village and Anderson (the "Agreement"), and the terms and conditions of the Agreement specifically apply to this SOW. If there is a conflict between this SOW and the Agreement, the Agreement shall apply.

**I. Services and Schedule:** The following services ("Services") shall be performed under the SOW:

- (a) The ordinary and customary duties and responsibilities of a village manager including but not limited to, all duties assigned that are legal and within the scope of employment as provided in Article IV of the Charter of the Village of New Lebanon, any applicable ordinance, or as determined by the Village Council for the efficient management of the Village of New Lebanon.
- (b) Anderson shall also assist and help facilitate the current investigation referenced in Resolutions 2024-04, 2024-05, and 2024-06 that were passed on February 20, 2024 (attached to Agreement as Exhibits A, B, and C).
- (c) Anderson shall participate in the search for new a permanent Village Manager as needed.
- (d) Anderson shall be responsible for acting on behalf of the Village in regard to financial matters including but not limited to, writing and signing checks; opening and closing of financial accounts; and other financial duties as may be required to efficiently run the Village and facilitate the ongoing investigation.

Anderson shall exercise commercially reasonable efforts to perform the Services in accordance. Anderson will not be responsible for delays due to causes outside of Anderson's commercially reasonable control.

**II. Project Meetings:** The Village acknowledges that successful performance of the Services is a collaborative effort, requiring prompt attention and input by the Village. The Village hereby appoints David Nickerson, Mayor of New Lebanon, as its point of contact ("Contact") for the Services being performed under this SOW. Contact has been empowered by the Village to act as the Village's decision maker with respect to decisions about this work, and Anderson may rely upon the decisions of the Contact. The Parties agree to meet on a bi-weekly basis to ensure that the Services are being performed to

the Parties' reasonable satisfaction. At the Village's written request, Anderson will participate in additional internal meetings, market or consumer research, and customer presentations.

**III. Out of Scope:** The following services shall be deemed out of scope and subject to additional fees a) Last minute Village changes made and b) Village changes beyond the scope of the services approved in advance by the Village via written change order.

This SOW is entered into on the date first above written.

**VILLAGE OF NEW LEBANON,**  
a municipal corporation

By: 

David Nickerson, Mayor

Date: 2/21/24

**CAMBIUM CONSULTING, LLC**  
an Ohio limited liability company

By: 

Robert Anderson, II, Managing Member

Date: 2/21/24

**CERTIFICATE OF LEGALITY & FORM**

State of Ohio, County of Greene, March 21, 2024

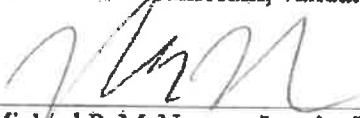
I, Michael P. McNamee, as the appointed Interim Law Director for the Village of New Lebanon, do hereby certify the following in accordance with Section 705.11 of the Ohio Revised Code:

The Consulting Services Agreement ("Agreement") between the Village of New Lebanon ("Public Authority") and Cambium Consulting, LLC and Robert Anderson, II (collectively, "Cambium") to fulfill the Interim Village Manager position has been drafted and reviewed by me in detail.

I find and hereby certify that:

1. The form of the Agreement is legally sound and compliant with the ordinances, laws, and regulations applicable to the Public Authority.
2. The contents and terms of the Agreement are legally correct and coherent with the duties, rights, and obligations of the Public Authority.
3. The Agreement, upon its execution, will constitute a legally binding obligation on the Public Authority and Cambium.

In affirmation of the above, I endorse my approval of the Agreement between the Village of New Lebanon and Cambium, validating its form and correctness.

  
\_\_\_\_\_  
Michael P. McNamee, Interim Village Law Director  
Village of New Lebanon

State of Ohio            )  
                                  ) ss:  
County of Greene        )

Sworn to before me and subscribed in my presence on the 21st day of March 2024.



CHRISTINA COX  
Notary Public  
State of Ohio  
My Comm. Expires  
October 31, 2027

  
\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AVAILABLE FUNDS**


State of Ohio, County of Montgomery, March 21, 2024

This document hereby serves as the official Certification of Availability of Funds, presented by the undersigned, **Kelly Pinkerton**, who is currently the Interim Chief Financial Officer for the Village of New Lebanon, Ohio (hereinafter referred to as the "Public Authority"). The following statements are confirmed to be true:

- 1. The Public Authority has entered into a contract for consulting services to fulfill the Acting Village Manager position (the "Agreement").
- 3. The Agreement has been entered into between the Public Authority and the party as detailed below:

**Cambium Consulting, LLC**  
**Robert L. Anderson II**  
**2280 Laguna Court, Unit 207**  
**Fairborn, Ohio 45324**

- 4. As the Interim Chief Financial Officer for the Village of New Lebanon, I, **Kelly Pinkerton**, having been duly sworn, hereby certify that the funds necessary to fulfil the obligations of the Public Authority for the present fiscal year have been lawfully appropriated by the Village Council for such purposes. These funds are either already present in the treasury or are in the process of collection, to be credited to the relevant fund account, unencumbered by any previous commitments. This certification is issued in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code (O.R.C.).

  
**Kelly Pinkerton**  
 Interim Chief Financial Officer  
 Village of New Lebanon

State of Ohio                    )  
   ) ss:  
 County of Montgomery        )

Sworn to before me and subscribed in my presence the 22nd day of March 2024.

  
 Notary Public



## **ADDENDUM TO CONSULTING SERVICES AGREEMENT**

This Addendum to Consulting Services Agreement ("Addendum") is entered into as of August 21, 2024 ("Effective Date"), by and between the **Village of New Lebanon** (the "Village"), a municipal corporation located at 198 S. Clayton Road, New Lebanon, Ohio 45345 and **Cambium Consulting, LLC**, an Ohio limited liability company and **Robert Anderson, II** (collectively, "Anderson") Managing Member of Cambium, LLC, located at 2280 Laguna Court, Unit 207, Fairborn, Ohio 45324. The Village and Anderson shall be referred to collectively as the "Parties" or singularly as "Party."

**WHEREAS**, the Village and Anderson entered into that certain Consulting Services Agreement ("Agreement") dated February 21, 2024, for Anderson to fulfill the duties of Village Manager as appointed by Mayor David Nickerson until such time the Village Manager position is otherwise filled; and

**WHEREAS**, the Term of the Agreement expires on August 21, 2024, and can be extended on a month-to-month basis by approval of Mayor David Nickerson; and

**WHEREAS**, the Parties desire to elect to extend the Agreement on a month to month basis up to three (3) months as needed while a new Village Manager is selected.

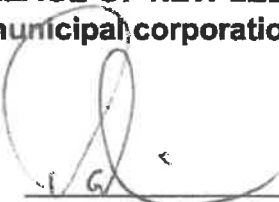
**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Extension of Term.** The Parties agree to extend Anderson's Term, as defined in the Agreement, on a month-to-month basis with an effective date of August 22, 2024, for a maximum of three (3) months ending no later than November 22, 2024.
2. **Remaining Provisions of Agreement.** In all other respects, the Parties hereby restate, ratify and confirm all the remaining provisions contained in the Agreement, and the Parties agree and consent to the Extension of Term above. In the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized proper terms contained in the Agreement have the same meaning as the capitalized proper terms contained in this Addendum.
3. **Counterparts/Copies.** This Addendum may be executed by the Parties in several counterparts, which when taken together shall be deemed to be one original, and/or may be executed in multiple sets, each of which shall be deemed an original. All true and accurate copies of this Addendum shall be valid and binding evidence of the agreement of the Parties, whether the document and/or any or all

of the signatures are reproductions of an original by photocopy, electronic or facsimile transmission, or other method commonly accepted as accurate.


**IN WITNESS WHEREOF**, the Parties have executed this Agreement on this 21<sup>st</sup> day of August 2024.

**VILLAGE OF NEW LEBANON,**  
a municipal corporation

By:  \_\_\_\_\_  
David Nickerson, Mayor

Date: 8/21/24

**CAMBIUM CONSULTING, LLC**  
an Ohio limited liability company

By:  \_\_\_\_\_  
Robert Anderson, II, Managing Member

Date: 8/21/24



**CERTIFICATE OF LEGALITY & FORM**

State of Ohio, County of Greene, August 21, 2024

I, Michael P. McNamee, as the appointed Interim Law Director for the Village of New Lebanon, do hereby certify the following in accordance with Section 705.11 of the Ohio Revised Code:

The Addendum to Consulting Services Agreement ("Agreement") between the Village of New Lebanon ("Public Authority") and Cambium Consulting, LLC and Robert Anderson, II ("Cambium") for legal services has been reviewed by me in detail.

I find and hereby certify that:

1. The form of the Agreement is legally sound and compliant with the ordinances, laws, and regulations applicable to the Public Authority.
2. The contents and terms of the Agreement are legally correct and coherent with the duties, rights, and obligations of the Public Authority.
3. The Agreement, upon its execution, will constitute a legally binding obligation on the Public Authority and Cambium.

In affirmation of the above, I endorse my approval of the Agreement between the Village of New Lebanon and Cambium, validating its form and correctness.



Michael P. McNamee, Interim Village Manager  
Village of New Lebanon

State of Ohio            )  
                                  ) ss:  
County of Greene        )

Sworn to before me and subscribed in my presence on the 21<sup>st</sup> day of August 2024.

  
Notary Public



CHRISTINA COX  
Notary Public  
State of Ohio  
My Comm. Expires  
October 31, 2027

**CERTIFICATE OF AVAILABLE FUNDS**

State of Ohio, County of Montgomery, August 21, 2024

This document hereby serves as the official Certification of Availability of Funds, presented by the undersigned, **Kelly Pinkerton**, who is currently the Interim Director of Finance for the Village of New Lebanon, Ohio (hereinafter referred to as the "Public Authority"). The following statements are confirmed to be true:

1. The Public Authority has entered into an Addendum to the Contract for Consulting Services to continue to fulfill the Interim Village Manager position (the "Agreement").
2. The Agreement has been entered into between the Public Authority and the party as detailed below:

**Cambium Consulting, LLC  
Attn: Robert Anderson, II  
2280 Laguna Ct., Unit 207  
Fairborn, OH 45345**

3. As the Interim Director of Finance for the Village of New Lebanon, I, **Kelly Pinkerton**, having been duly sworn, hereby certify that the funds necessary to fulfill the obligations of the Public Authority for the present fiscal year have been lawfully appropriated by the Village Council for such purposes. These funds are either already present in the treasury or are in the process of collection, to be credited to the relevant fund account, unencumbered by any previous commitments. This certification is issued in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code (O.R.C.).

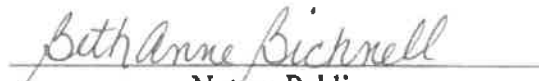
  
**Kelly Pinkerton**  
Interim Finance Director  
Village of New Lebanon

State of Ohio                                    )  
  ) ss:  
County of Montgomery                    )

Sworn to before me and subscribed in my presence the 21<sup>st</sup> day of August 2024.



**BETH ANNE BICKNELL**  
Notary Public, State of Ohio  
My Comm. Expires 12-27-2025

  
Notary Public

## **SECOND ADDENDUM TO CONSULTING SERVICES AGREEMENT**

This Second Addendum to Consulting Services Agreement ("Second Addendum") is entered into as of November 18, 2024 ("Effective Date"), by and between the **Village of New Lebanon** (the "Village"), a municipal corporation located at 198 S. Clayton Road, New Lebanon, Ohio 45345 and **Cambium Consulting, LLC**, an Ohio limited liability company and **Robert Anderson, II** (collectively, "Anderson") Managing Member of Cambium, LLC, located at 120 West Second Street, Suite 1100, Dayton, OH 45402. The Village and Anderson shall be referred to collectively as the "Parties" or singularly as "Party."

**WHEREAS**, the Village and Anderson entered into that certain Consulting Services Agreement ("Agreement") dated February 21, 2024, for Anderson to fulfill the duties of Village Manager as appointed by Mayor David Nickerson until such time the Village Manager position is otherwise filled; and

**WHEREAS**, the Term of the Agreement expired on August 21, 2024, and can be extended on a month-to-month basis by approval of Mayor David Nickerson; and

**WHEREAS**, the Parties previously executed an Addendum to Consulting Services Contract ("First Addendum") to extend the Agreement on a month to month basis up to three (3) months as needed while a new Village Manager is selected; and

**WHEREAS**, a new Village Manager was selected during the first extension of time and was provided a start date with the Village, but then withdrew from the position; and

**WHEREAS**, the First Addendum expires on November 22, 2024 and the Parties desire an additional extension on a month to month basis up to an additional three (3) months as needed while another new Village Manager is selected.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Extension of Term.** The Parties agree to extend Anderson's Term, as defined in the Agreement and extended in the First Addendum, on a month-to-month basis with an effective date of November 22, 2024, for a maximum of three (3) months ending no later than February 21, 2025.
  - a. Each month of the Extension of Term is automatically extended by approval of Mayor David Nickerson as needed.

2. **Remaining Provisions of Agreement.** In all other respects, the Parties hereby restate, ratify and confirm all the remaining provisions contained in the Agreement and First Addendum, and the Parties agree and consent to the Extension of Term above. In the event of a conflict between the terms of the Agreement and the terms of this Second Addendum, the terms of this Second Addendum shall control. All capitalized proper terms contained in the Agreement have the same meaning as the capitalized proper terms contained in this Second Addendum.

3. **Counterparts/Copies.** This Second Addendum may be executed by the Parties in several counterparts, which when taken together shall be deemed to be one original, and/or may be executed in multiple sets, each of which shall be deemed an original. All true and accurate copies of this Second Addendum shall be valid and binding evidence of the agreement of the Parties, whether the document and/or any or all of the signatures are reproductions of an original by photocopy, electronic or facsimile transmission, or other method commonly accepted as accurate.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on this \_\_\_\_ day of November 2024.

**VILLAGE OF NEW LEBANON,**  
a municipal corporation

By:

  
\_\_\_\_\_  
David Nickerson, Mayor

Date:

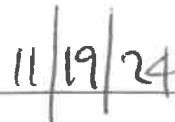
  
\_\_\_\_\_  
11/19/24

**CAMBIUM CONSULTING, LLC**  
an Ohio limited liability company

By:

  
\_\_\_\_\_  
Robert Anderson, II, Managing Member

Date:

  
\_\_\_\_\_  
11/19/24

**CERTIFICATE OF AVAILABLE FUNDS**

State of Ohio, County of Montgomery, November 19, 2024

This document hereby serves as the official Certification of Availability of Funds, presented by the undersigned, **Kelly Pinkerton**, who is currently the Interim Director of Finance for the Village of New Lebanon, Ohio (hereinafter referred to as the "Public Authority"). The following statements are confirmed to be true:

- 1. The Public Authority has entered into a Second Addendum to the Contract for Consulting Services to continue to fulfill the Interim Village Manager position (the "Agreement").
- 3. The Agreement has been entered into between the Public Authority and the party as detailed below:

**Cambium Consulting, LLC**  
**Attn: Robert Anderson, II**  
**120 West Second Street**  
**Dayton, OH 45402**

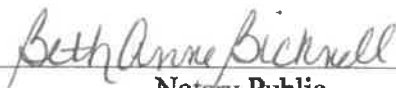
- 4. As the Interim Director of Finance for the Village of New Lebanon, I, **Kelly Pinkerton**, having been duly sworn, hereby certify that the funds necessary to fulfill the obligations of the Public Authority for the present fiscal year have been lawfully appropriated by the Village Council for such purposes. These funds are either already present in the treasury or are in the process of collection, to be credited to the relevant fund account, unencumbered by any previous commitments. This certification is issued in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code (O.R.C.).



**Kelly Pinkerton**  
 Interim Finance Director  
 Village of New Lebanon

State of Ohio                    )  
   ) ss:  
 County of Montgomery        )

Sworn to before me and subscribed in my presence the 19<sup>th</sup> day of November 2024.

  
 \_\_\_\_\_  
 Notary Public



**BETH ANNE BICKNELL**  
 Notary Public, State of Ohio  
 My Comm. Expires 12-27-2025

**CERTIFICATE OF LEGALITY & FORM**

State of Ohio, County of Greene, November 19, 2024

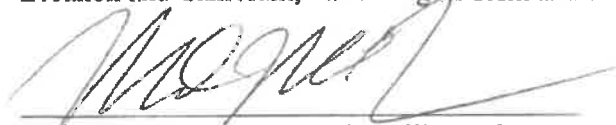
I, Michael P. McNamee, as the appointed Interim Law Director for the Village of New Lebanon, do hereby certify the following in accordance with Section 705.11 of the Ohio Revised Code:

The Second Addendum to Consulting Services Agreement ("Agreement") between the Village of New Lebanon ("Public Authority") and Cambium Consulting, LLC and Robert Anderson, II ("Cambium") for consulting services has been reviewed by me in detail.

I find and hereby certify that:

1. The form of the Agreement is legally sound and compliant with the ordinances, laws, and regulations applicable to the Public Authority.
2. The contents and terms of the Agreement are legally correct and coherent with the duties, rights, and obligations of the Public Authority.
3. The Agreement, upon its execution, will constitute a legally binding obligation on the Public Authority and Cambium.

In affirmation of the above, I endorse my approval of the Agreement between the Village of New Lebanon and Cambium, validating its form and correctness.



Michael P. McNamee, Interim Village Manager  
Village of New Lebanon

State of Ohio            )  
                                  ) ss:  
County of Greene        )

Sworn to before me and subscribed in my presence on the 19th day of November 2024.



CHRISTINA COX  
Notary Public  
State of Ohio  
My Comm. Expires  
October 31, 2027

  
\_\_\_\_\_  
Notary Public