

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
MARCH 2, 2017
6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Randall Atkins
James Boerio
Sue Johnson

Bill Madison
Steve Riley
George Teasdale

3. Guests:

4. Floor open to the public:

5. New Business:

Emergency Resolution 2017-16 authorizing renewal of
Health Insurance Plan for full-time employees

Emergency Resolution 2017-17 strongly opposing
centralized collection of municipal income tax proposed
by the State of Ohio Governor

Authorization of Invoices

Authorization of Solicitor Revelson invoice

6. Old Business:

7. Executive Session

8. Communications and reports from Village Officials and Committees

- a. Mayor
- b. Fiscal Officer
- c. Solicitor
- d. Administrator
- e. Sgt.
- f. Council Members

9. Adjournment



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: February 27, 2017

Subject: Health Insurance Renewal Resolution

Attached is a resolution for the employee health insurance renewal effective April 1, 2017. The plan, which was reviewed by the Personnel Committee, is the same as the current plan. When we renewed the plan last year, there was an 18.88% reduction in the costs. This year, there is an 11% increase.

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

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-____

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING THE RENEWAL
OF THE VILLAGE'S PRESENT LOW DEDUCTIBLE [TRADITIONAL] HEALTH
INSURANCE PLAN WHICH IS OFFERED TO FULL-TIME VILLAGE EMPLOYEES
AND DECLARING AN EMERGENCY**

WHEREAS, the Village currently offers health insurance coverage for full-time employees as an employee benefit consisting of a low-deductible [traditional] health insurance plan from Humana with a \$1,000 annual deductible for an individual plan, and \$2,000.00 annual deductible for a family plan, which provides 100% coverage of medical charges after the deductible limits are met, with no co-pays required except as stipulated in the plan; and,

WHEREAS, the Village staff has obtained quotes from multiple health, dental, vision and life insurance companies; and,

WHEREAS, the most cost effective quote obtained for health insurance is the low deductible [traditional] plan from Humana with a \$1,000.00 annual deductible for an individual plan, and \$2,000.00 annual deductible for a family plan with an 11% increase in total annual premium costs from the current plan; and,

WHEREAS, the most cost effective quote obtained for dental insurance is the present POS plan from Superior Dental; and,

WHEREAS, the most cost effective quote obtained for life insurance is the life insurance plan from Humana; and,

WHEREAS, the most cost effective quote obtained for vision insurance is the present vision insurance plan from VSP; and,

WHEREAS, the Village shall continue to pay 89% of the premium cost for each employee covered by the health, dental and life insurance plans; and,

WHEREAS, the Village shall offer employees eleven percent (11%) of any premium cost savings the Village receives as a result of the employee's participation in the Humana Vitality Rewards Program; and

WHEREAS, action is required to assure the Village offer insurance coverage for those full-time employees offered health, dental life and vision insurance in accordance with the terms of their employment benefits with an effective date of April 1, 2017 and is the most cost effective means for doing so, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council approves and authorizes the health insurance contract with Humana from April 1, 2017 through March 31, 2018.

Section 2. That the Council approves and authorizes the renewal of the 2016 dental insurance contract with Superior Dental Plus 2017 from April 1, 2017 through March 31, 2018.

Section 3. That the Council approves and authorizes the life insurance contract with Humana from April 1, 2017 through March 31, 2018.

Section 4. That the Council approves and authorizes the renewal of the 2016 vision insurance contract with VSP from April 1, 2017 through March 31, 2018.

Section 5. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 6. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 7. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare.

Section 8. 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 ____ day of March, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable) Effective Date – __/__/2017

Vote - ____ Yeas
 ____ Nays

First Reading – / /2017
Second Reading – / /2017
Third Reading– / /2017

Effective Date – / /2017

Vote - ____ Yeas
 ____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: __/__/2017

The Village of South Lebanon

2017 Medical Benefits

Effective 4/1/2017

Humana Current Plan		
OH 100/70 NPOS 16 Copay Opt 1 Gold		
Annual Deductible	Network	Non Network
Single	\$1,000	\$3,000
Family	\$2,000	\$6,000
Coinsurance Percentage	100/70	
Co-Payments	Network	Non Network
Office visits	\$25 PCP/\$40 SPC	Deductible/Coinsurance
Inpatient Hospital	Deductible/Coinsurance	Deductible/Coinsurance
Outpatient Hospital	Deductible/Coinsurance	Deductible/Coinsurance
Annual Out of Pocket		
Single	\$3,000	\$9,000
Family	\$6,000	\$18,000
Total Annual & Out of Pocket	\$4,000	\$12,000
	\$8,000	\$24,000
Urgent Care	\$100 Copay / Visit	Deductible/Coinsurance
Prescription Drug	\$10/\$30/\$50/25%	
Preventive Care	covered @ 100% - reform	
Emergency Care	\$400 Copay / Visit	
	No Lifetime Max - Reform	
	Dependent coverage to 26 - Reform	



This spreadsheet is for illustration purposes only. Accuracy of information is not guaranteed. Please refer to the carriers contract for details and specifics.

All information presented herein is subject to underwriting approval and in no way guarantees coverage or rates. These rates and benefits are subject to change at any time.



Village of South Lebanon
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www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: February 27, 2017
Subject: State Budget Opposition Resolution

Attached is a resolution provided by the Ohio Municipal League (OML) opposing the provision for centralized collection of net profit tax returns relating to municipal income tax. Kent Scarrett, Executive Director of the OML presented information on this subject at the last WCML dinner. If you would like additional information, please contact me.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-__**

**A RESOLUTION STRONGLY OPPOSING THE STATE OF OHIO GOVERNOR'S
PROPOSED 2017-2018 BUDGET, WHICH PROPOSES CENTRALIZED
COLLECTION OF NET PROFIT TAX RETURNS AND OTHER PROVISIONS
RELATED TO THE MUNICIPAL INCOME TAX WHICH WILL CAUSE A
SUBSTANTIAL LOSS OF REVENUE NEEDED TO SUPPORT THE HEALTH,
SAFETY, WELFARE AND ECONOMIC DEVELOPMENT EFFORTS OF OHIO
MUNICIPALITIES, AND DECLARING AN EMERGENCY**

WHEREAS, the Mayor and Council have been advised of a proposal by Ohio Governor Kasich and his administration to institute a state-operated program for the centralized collection of Ohio Municipal Income Tax; and

WHEREAS, the proposal for a state takeover of collection of the municipal income taxes of municipal corporations such as the Village of South Lebanon is a clear attack on the home rule powers granted to municipal corporations by the Ohio Constitution; and

WHEREAS, this proposed language also includes a provision that would eliminate portion of the sales factor, known as "throwback", substantially reducing reportable tax revenue to municipalities with warehouses, distribution centers, and any business providing online sales; and

WHEREAS, the Village of South Lebanon strenuously objects to this latest attack on municipal home rule under consideration by the State of Ohio and urges all municipal corporations to make it clear to the Governor and General Assembly that this proposed usurpation of constitutionally-granted local municipal power shall not take place without a vigorous legal challenge by affected municipal corporations.

WHEREAS, the recent reduction in the Local Government Fund, elimination of Estate Tax, and accelerated phase-out of promised reimbursement for loss of revenues due to the repeal of the Tangible Personal Property Tax have all resulted in a substantial loss of revenue for the Village; and

WHEREAS, municipalities can and will provide the personal service and assistance to its taxpayers in the preparation and filing of their tax reports and returns; and

WHEREAS, only municipalities can ensure the prompt and proper auditing of local tax returns to ensure all applicable deductions and declarations are reported, thus also ensuring that all taxpayers pay their fair share without causing higher costs of compliance for all, and must be able to do so without burdensome and costly restrictions included in the Governor's budget proposal created with the only purpose of restricting municipalities from correcting / auditing business return filings or making assessments; and

WHEREAS, provisions in this proposal will hamper municipalities' ability to audit and correct municipal income tax business returns, to equitably enforce the municipal income tax laws and has been crafted as a vehicle to control the administrative process of municipal income tax to the benefit of specific taxpayer interests; and

WHEREAS, the municipal income tax is the single largest revenue source, which provides essential municipal services, promoting a positive quality of life that residents and businesses alike rely upon, and any forced reduction in this revenue will have a negative impact on residents and businesses, creating an environment detrimental to retaining and attracting business in Ohio.

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

Section 1. The Ohio General Assembly should request the immediate removal of all language pertaining to municipal income tax collection and administration, and should promote upcoming changes to the Ohio Business Gateway as a solution for businesses to file municipal income tax returns in a more simple and efficient manner, with the Ohio Business Gateway continuing to act only as a portal to remit payments and filing information directly to municipalities, and not to the Ohio Department of Taxation for processing.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

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

Section 4. This Resolution is declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the Village must maintain revenue levels without threat of assault via legislation proposed by the Ohio General Assembly; and,

Section 5. 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 2nd day of March, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading – / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2017



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
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MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: February 27, 2017

Subject: Duke Energy Street Lighting Agreement-Woodknoll 4 & 5A

Attached are two (2) resolutions and agreements for street lighting for the Woodknoll Subdivision Section 4 & 5A. The Developer is responsible for the installation. They are also responsible for the operation until the public improvements are accepted. The Village will invoice the Developer for these costs until the improvements are accepted.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN OUTDOOR LIGHTING SERVICE AGREEMENT WITH DUKE
ENERGY OHIO INC. RELATIVE TO THE WOODKNOLL SECTION 4
SUBDIVISION, AND DECLARING AN EMERGENCY**

WHEREAS, the Woodknoll Section 4 Subdivision is under construction; and,

WHEREAS, the installation of street lighting is required for new residential subdivisions which is the responsibility of the developer; and

WHEREAS, the operation and maintenance of the street lights are the responsibility of the Village after the public improvements are accepted by the Village; and,

WHEREAS, Duke Energy Ohio Inc. requires the execution of a service agreement prior to the installation of the street lighting; and,

WHEREAS, immediate action is required in order to not delay the installation of the necessary street lighting for the Woodknoll development, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into an outdoor lighting service agreement with Duke Energy Ohio Inc. for operation and maintenance of street lighting for the Woodknoll Section 4 Subdivision, as attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

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

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 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 5. 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 _____ day of March, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - _____ Yeas _____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading– / /2017	
Vote - _____ Yeas _____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____/____/2017

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN OUTDOOR LIGHTING SERVICE AGREEMENT WITH DUKE
ENERGY OHIO INC. RELATIVE TO THE WOODKNOLL SECTION 5A
SUBDIVISION, AND DECLARING AN EMERGENCY**

WHEREAS, the Woodknoll Section 5A Subdivision is under construction; and,

WHEREAS, the installation of street lighting is required for new residential subdivisions which is the responsibility of the developer; and

WHEREAS, the operation and maintenance of the street lights are the responsibility of the Village after the public improvements are accepted by the Village; and,

WHEREAS, Duke Energy Ohio Inc. requires the execution of a service agreement prior to the installation of the street lighting; and,

WHEREAS, immediate action is required in order to not delay the installation of the necessary street lighting for the Woodknoll development, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into an outdoor lighting service agreement with Duke Energy Ohio Inc. for operation and maintenance of street lighting for the Woodknoll Section 5A Subdivision, as attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

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

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 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 5. 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 _____ day of March, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading– / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____/____/2017



5445 Audro Dr.
Cincinnati, OH 45247

February 27, 2017

VILLAGE OF SOUTH LEBANON
99 N. HIGH ST., P.O. BOX 40
S LEBANON, OH 45065

Subject: VILLAGE OF SOUTH LEBANON, Woodknoll, Section 4
Mary Ln.
South Lebanon, OH 45065

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval.

This Agreement is associated with an agreement entered into with another party. That party has agreed to pay a onetime lump sum amount in consideration of the equipment installation costs. The enclosed Agreement indicates that you agree to pay only the continuous monthly charges for Energy Usage and Maintenance for as long as the lighting equipment is in service. These charges are estimated and do not include any applicable sales taxes or rate tariff riders for Energy Usage.

A description of the lighting equipment and the associated estimated Energy Usage and Maintenance charges are shown on pages 1 & 2 of the Agreement. Also, on page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards. Also, please review pages 3 & 4 to become familiar with the other terms of the Agreement.

Please sign both copies of the document, return one copy and retain one for your records. If the other party does not pay the lump sum amount this Agreement will become null and void, and we will propose another agreement to the appropriate party or parties.

Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new Agreement will be issued only upon your request.

You will receive a letter after the new lights are installed informing you when the lights are in service. Monthly billing will begin after the installation date, which also begins the initial term of the agreement.

Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation once the lump sum payment has been received from the other party to this Agreement.

Sincerely,

A handwritten signature in dark ink, appearing to read "Heather Leet", written in a cursive style.

Heather Leet
Duke Energy Representative
ph 513-287-1474

Agreement Information	Energy and Maintenance			70-11695915		02/27/2017
	Agreement Coverage			Agreement Number		Current Date
14202233	136905	75023	S490	V502	OLEOH	UOLP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



**DUKE DE Ohio
ENERGY.**

139 East Fourth Street, Cincinnati, OH 45202

Business Name	VILLAGE OF SOUTH LEBANON			The Agreement begins when Service is in operation and continues, with annual extensions, until either party terminates with written notice to the other party.
Customer Name	VILLAGE OF SOUTH LEBANON			
Service Location or Subdivision	Woodknoll			
Service Address	Mary Ln			
Service Address				
Service City, State, Zipcode	South Lebanon	OH	45065	
Mailing Name	VILLAGE OF SOUTH LEBANON			Third Party Participant - One Time Payment
Mailing Business Name	VILLAGE OF SOUTH LEBANON			
Mailing Address	99 N. HIGH ST.			
Mailing Address	P.O, BOX 40			
Mailing City, State, Zipcode	S LEBANON	OH	45065	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:

WHEREAS, Customer desires to have a Company-owned outdoor lighting system ("System") on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Below is the estimated monthly amounts for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE/DESCRIPTION	LAMP WATTS	LAMP SOURCE	IMPACT WATTS	EST ANNUAL KWH	**EST ENERGY CHG EACH	MAINT-OPER CHG EACH	NUMBER OF LIGHTS	*ESTIMATE D LINE TOTAL
1	Traditionaire, 175W MH PS, (50132180)	175	MH	0.2070	861	\$0.50	\$7.03	1	\$7.53
Lamp Source - MH = Metal Halide, HPS = High Pressure								MONTHLY TOTALS	1 \$7.53

*Tariff riders and sales tax are not included and may cause the monthly amounts to fluctuate.

**The Energy may also be METERED. If Energy usage is metered, the information above is superceded by the METERED usage and charges.

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Lighting Service Agreement ("Agreement") to be executed by duly authorized representatives, effective the Current Date first written above. This Agreement is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company") and the Customer. Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

<p style="text-align: center;">Duke Energy Representative</p> <p>Signature <u></u></p> <p>Printed Name <u>Heather Leet</u></p> <p>Date <u>02/27/2017</u></p>	<p>AND</p>	<p style="text-align: center;">Customer / Representative</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Date _____</p>
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If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION I. EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 In addition to the Luminaires set forth on page 1, the System consists of the following poles:

A. Pole Information (monthly charges included with luminaires on page 1)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	12 FT Rnd.FBG, Blk DI(807274)	1
TOTAL NUMBER OF POLES		1

B. Energy Usage – Based on the appropriate State Utility Regulatory Commission approved rates.

Current Rate per kWh 0.005905 Rate Effective Date 06/05/2013 Estimated Annual Burn Hours 4160

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = The energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item. |

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death), and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM

OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. - ENERGY USAGE COST

CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion of Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

HEATHER LEE
 Elect. #0 11695671
 Cos #0 2048100
 Phone * 513-630-8593

Proposed Payment for article

 (v) opened Secondary / Federal / Insurance / Temp or y for situation
 after 10 days for service letter of location

automated systems
 Corrupt encrypted systems
 You might find

1 yr 0 00 96 MA TC 4309
510000 42 02 MA TC 20 30°C rated

French 2 y Out + (margin)

○ (listing) pole = Electric Co.
 carrying electric company for all the southern

For more information, call 1-800-368-2772.

Proposed strengthening to be located 1 block off Grand St NW
Bldg. on above listed address to be razed.

NOTE: IF ANY OTHER UTILITY REQUIRES EQUIPMENT THAT IS NOT SHOWN HEREON, THAT UTILITY WILL PRESENT A SEPARATE COORDINATION REQUEST.

4" DIA. CROSSOVER, UNLESS OTHERWISE SPECIFIED
CROSSOVERS TO BE INSTALLED ROW TO ROW.

NOTES:
CROSSOVERS, ELECTRIC & GAS FACILITIES, ARE
NOT PERMITTED TO BE USED FOR

CROSSOVERS ARE FOR PUBLIC UTILITY USE ONLY.
NOT FOR PRIVATE LIFE.

ENGINEER'S PROJECT INFORMATION

VILLAGE OF SOUTH LEBANON
WARREN CO., OHIO

ENGINEER FINE: DELANY ASSOCIATES, LLC
1616 ST BY THE SOURCE F

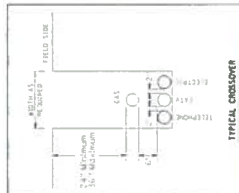
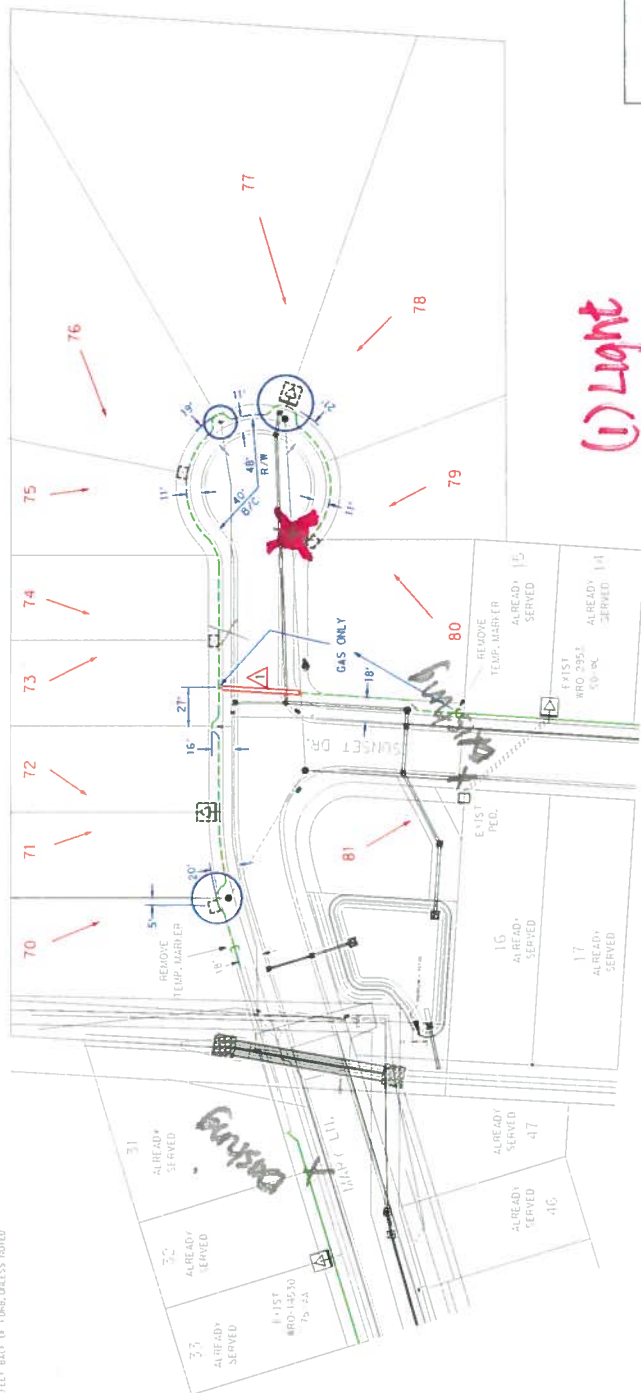
PROJECT • E12-541B REF'D SWEET: •

.....

DRAWN BY: R. HAYS

100

(1) Light





5445 Audro Dr.
Cincinnati, OH 45247

February 27, 2017

VILLAGE OF SOUTH LEBANON
99 N. HIGH ST., P.O. BOX 40
S. LEBANON, OH 45065

Subject: VILLAGE OF SOUTH LEBANON, The Reserve At Shepherds Crossing, Section 5A
Shepherds Way
South Lebanon , OH 45065

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval.

This Agreement is associated with an agreement entered into with another party. That party has agreed to pay a onetime lump sum amount in consideration of the equipment installation costs. The enclosed Agreement indicates that you agree to pay only the continuous monthly charges for Energy Usage and Maintenance for as long as the lighting equipment is in service. These charges are estimated and do not include any applicable sales taxes or rate tariff riders for Energy Usage.

A description of the lighting equipment and the associated estimated Energy Usage and Maintenance charges are shown on pages 1 & 2 of the Agreement. Also, on page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards. Also, please review pages 3 & 4 to become familiar with the other terms of the Agreement.

Please sign both copies of the document, return one copy and retain one for your records. If the other party does not pay the lump sum amount this Agreement will become null and void, and we will propose another agreement to the appropriate party or parties.

Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new Agreement will be issued only upon your request.

You will receive a letter after the new lights are installed informing you when the lights are in service. Monthly billing will begin after the installation date, which also begins the initial term of the agreement.

Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation once the lump sum payment has been received from the other party to this Agreement.

Sincerely,

A handwritten signature in dark ink, appearing to read "Heather Leet", written in a cursive style.

Heather Leet
Duke Energy Representative
ph 513-287-1474

Agreement Information	Energy and Maintenance			70-11695963		02/27/2017
	Agreement Coverage			Agreement Number		Current Date
04703873	136909	75023	S490	V502	OLEOH	UOLP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



DUKE ENERGY DE Ohio

139 East Fourth Street, Cincinnati, OH 45202

Business Name	VILLAGE OF SOUTH LEBANON			The Agreement begins when Service is in operation and continues, with annual extensions, until either party terminates with written notice to the other party.
Customer Name	VILLAGE OF SOUTH LEBANON			
Service Location or Subdivision	The Reserve At Shepherds Crossing			
Service Address	Shepherds Way			
Service Address				
Service City, State, Zipcode	South Lebanon	OH	45065	
Mailing Name	VILLAGE OF SOUTH LEBANON			Third Party Participant - One Time Payment
Mailing Business Name	VILLAGE OF SOUTH LEBANON			
Mailing Address	99 N. HIGH ST.			
Mailing Address	P.O. BOX 40			
Mailing City, State, Zipcode	S. LEBANON	OH	45065	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:

WHEREAS, Customer desires to have a Company-owned outdoor lighting system ("System") on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Below is the estimated monthly amounts for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE/DESCRIPTION	LAMP WATTS	LAMP SOURCE	IMPACT WATTS	EST ANNUAL KWH	**EST ENERGY CHG EACH	MAINT-OPER CHG EACH	NUMBER OF LIGHTS	*ESTIMATE D LINE TOTAL
1	Traditionaire, 175W MH PS, (50132180)	175	MH	0.2070	861	\$0.50	\$7.15	2	\$15.30
Lamp Source - MH = Metal Halide, HPS = High Pressure								2	\$15.30
MONTHLY TOTALS								2	\$15.30

*Tariff riders and sales tax are not included and may cause the monthly amounts to fluctuate.

**The Energy may also be METERED. If Energy usage is metered, the information above is superceded by the METERED usage and charges.

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Lighting Service Agreement ("Agreement") to be executed by duly authorized representatives, effective the Current Date first written above. This Agreement is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company") and the Customer. Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative

Signature

Heather Leet

Printed Name Heather Leet

Date 02/27/2017

AND

Customer / Representative

Signature

Printed Name

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION I. EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 In addition to the Luminaires set forth on page 1, the System consists of the following poles:

A. Pole Information (monthly charges included with luminaires on page 1)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	12 FT Rnd.FBG, Blk DI(807274)	2
TOTAL NUMBER OF POLES		2

B. Energy Usage – Based on the appropriate State Utility Regulatory Commission approved rates.

Current Rate per kWh 0.005905 Rate Effective Date 06/05/2013 Estimated Annual Burn Hours 4160

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = The energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item. |

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death), and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM

OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. - ENERGY USAGE COST

CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

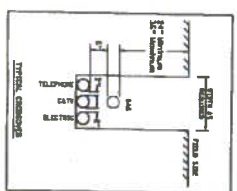
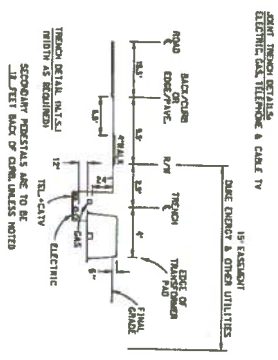
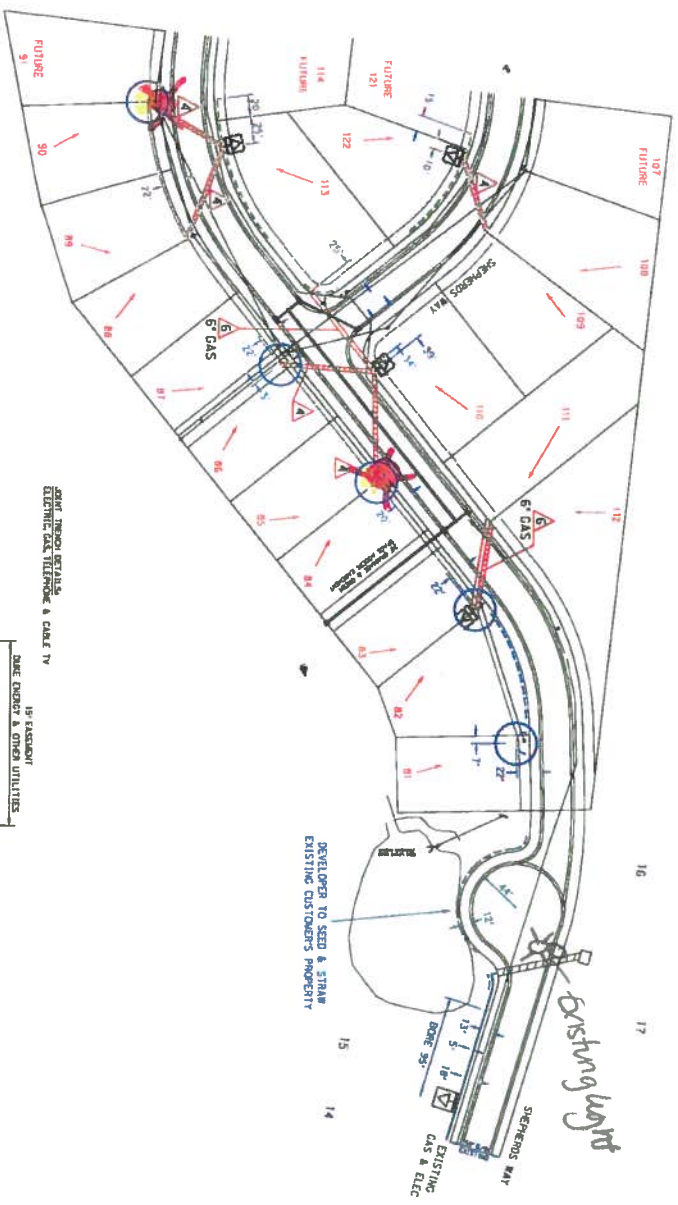
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- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion of Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
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- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
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- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

DIMES REQUIRED A 15' EASEMENT
& AN ADDITIONAL EASEMENT
CIRCLED IN BLUE



ENGINEER'S PROJECT INFORMATION
THE RESERVING SHEPHERD
CROSSING SECT 3A
WILSON CO., OHIO

ENGINEER: FINE ENERGY ASSOCIATES, LLC
1515 ST. RT. 70, SUITE E
LOVELAND, OHIO 43140
PHONE: 513-430-4595
FAX: 513-430-4595
WWW.FINE-ENERGY.COM

DATE: 01/17/17

SCALE: 1" = 30'

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
2. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO ELECTRICAL CODE, THE OHIO GAS CODE, AND THE OHIO PLUMBING CODE.
3. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO ELECTRICAL CODE, THE OHIO GAS CODE, AND THE OHIO PLUMBING CODE.
4. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO ELECTRICAL CODE, THE OHIO GAS CODE, AND THE OHIO PLUMBING CODE.
5. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO ELECTRICAL CODE, THE OHIO GAS CODE, AND THE OHIO PLUMBING CODE.

LEAK ADJUSTMENT (CUSTOMER)

ACCOUNT#: 1201247

DATE:

03/02/17

CUSTOMER NAME: Reagan

Water Adjustment:

N

Sewer Adjustment:

Y

Actual Consumption

41200

Actual Consumption

41200

Account Average

15500

Account Average

15500

Consumption over Average

25700

Consumption over Average

25700

Gallons to Adjust:

0

Gallons to Adjust:

25700

(cons over avg divided by 2)

Adjustment:

0.00

Adjustment:

42.41

IF ACCOUNT RECEIVED SEWER CAP:

Actual Sewer Charge:

Average Sewer Bill:

0.00

Adjustment:

0.00

Read Date:

9/2/2016

Month of original bill being adjusted:

Oct-16

Total Water Adjustment:

0.00

Total Sewer Adjustment:

(42.41)

Adjustment made by:

Janet

Office Administrator:

S.Leb. Village Administrator:

Assistant Business Manager:

Additional Comments:

Outside hose bib leaking. Water did not enter sanitary sewer system.

Repaired 8-4-16

Adjust sewer only

For Office Use:

To calculate adjustment, complete all YELLOW fields. For Sewer Adjustment, enter Y if account is billed sewer, N if it is not. If no sewer cap, leave field blank or enter 0.

Warren County Water & Sewer
PO Box 530
Lebanon, OH 45036 – 0530

Ref: Residence 5397 Little Turtle Dr,

To whom it may concern:

My water bills have been extremely high, I had a plumber come out and fix a few issues and was told that there could be an adjustment to the bills if this was done. I am remitting my bill to show the work completed.

Thank you,

Jill Reagan

513 260 1284



8950 GLENDALE-MILFORD ROAD • LOVELAND, OHIO 45140
PHONE: (513) 793-2378
www.bestplumbercincinnati.com

DATE	8-4-16	TECHNICIAN	DE/BRAN
PHONE	(013) 260-1284		
EMAIL			

ALL WORK C.O.D. - PLEASE PAY TECHNICIAN

DIAGNOSTIC / DISPATCH FEE	WAIVED
TASK #1	474
TASK #2	185
TASK #3	—
TASK #4	—
SUB TOTAL	659
OTHER	—
AMOUNT DUE	659

LEBANON, OHIO
P.O. Box 530 • Lebanon, Ohio 45036-0530

ACCOUNT NUMBER		DATE DUE
1201247-1060716		12/29/16
SER LOC		
5397 LITTLE TURTLE DR		
PARENT READING	PREVIOUS READING	GALLONS
5393	5024	3720
READING DATE	GROSS AMOUNT	NET AMOUNT
11/01/16	331.23	301.12
CODE	AMOUNT DUE	CODES
B	126.42	W WATER CHARGE
T	31.80	S SEWER CHARGE
W	142.84	CR CREDIT
		MOH MISC. CHARGE
		FB PREVIOUS BALANCE
		T TRASH
		D DUMPSTER
		A FIRE AMPLIFIER
		SM SPRINKLER METER
		STORM DEERFIELD STORMWATER
		SRPL SEWER REPLACEMENT/REPAIR
PAY GROSS AMOUNT		
AFTER DATE DUE		



PRE-SORTED
FIRST CLASS
MAIL
U.S. POSTAGE
PAID
PERMIT NO. 530

Payment must be received at this office on or before due date to qualify for net payment amount.

SER LOC	
5397 LITTLE TURTLE DR	
ACCT NO.	DATE DUE
1201247-1060716	12/29/16
PAY AFTER DUE DATE	AMOUNT DUE
331.23	301.12

RETURN WITH PAYMENT

JILL REAGAN
5397 LITTLE TURTLE DR
SOUTH LEBANON OH

45065

PLEASE RETURN TO: JILL REAGAN
5397 LITTLE TURTLE DR
SOUTH LEBANON OH 45065



**VILLAGE OF SOUTH LEBANON
PURCHASE ORDER REQUISITION FORM**

Pursuant to Ohio Revised Code Section 5705.41, this form is to be filled out in its entirety when making ANY purchase. All purchases from \$250- \$999 must be approved by the Village Administrator prior to purchase. All purchase requests anticipated to be \$1,000 or over must be accompanied by three (3) quotes. If less than 3 quotes are indicated, please note the reason at the bottom of this page and/or attach justifying documentation.

Department/Office: Sewer

Date: 2/7/17

Purchase Order Number: _____
(Provided by Fiscal Officer)

Item Description: Cellular dialer panel for Rivers Crossing
lift station

QUOTATION #1

Henry P. Thompson Co.
Vendor Name
101 Main Street, Suite 300
Street Address
Milford, OH 45150
City, State, Zip Code

513-248-3200
Phone Number

\$785.00
Total Quote Price

QUOTATION #2

Vendor Name

Street Address

City, State, Zip Code

Phone Number

Total Quote Price

QUOTATION #3

Vendor Name

Street Address

City, State, Zip Code

Phone Number

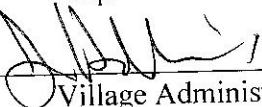
Total Quote Price

I certify that the information provided above is true and correct.

Tony Ledford
Requestor

2/7/17
Date

Approved (required if over \$250)


Village Administrator

2/7/17
Date

Fiscal Officer Approval: _____

Date



Quotation

January 25, 2017
Tony Ledford
Village of South Lebanon
Phone: 513-678-3609
Email: tiedford@southlebanonohio.org

Quote Cellular Dialer

We are pleased to provide the following quote for the below listed equipment: *Target*

Enclosure Type:	NEMA 4X Fiberglass (14"H x 12"W)
Enclosure Mounting:	Wall Mounted
Power Requirements:	120 Volt 1 Phase
Horsepower:	HP/na 1 FLA
Station Type:	Cellular Alarm Panel

Equipment

- _____ 120 Volt fused control transformer
- _____ Power supply and Battery back up
- _____ Uplink Auto-Dialer, Model 4500EZ
- _____ Terminals and ground lug for field connections
- **Monitoring set-up and annual fee to be supplied by others**

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	1	Cellular Dialer Panel		\$785.00
2	1	Labor and supplies billed at time and material.		

Thank you for the opportunity to offer our quotation. Please do not hesitate to contact us immediately if you should have any questions.

Sincerely,

Scott Myers
The Henry P. Thompson Company

**VILLAGE OF SOUTH LEBANON
PURCHASE ORDER REQUISITION FORM**

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Department/Office: Sewer

Date: 2/7/17

Purchase Order Number: _____
(Provided by Fiscal Officer)

Item Description: Replace PLC's at Grants Settlement and Target lift station

QUOTATION #1

Henry P. Thompson Co.

513-248-3200
Phone Number

Vendor Name
101 Main Street, Suite 300

Street Address
Milford, OH 45150

City, State, Zip Code

\$6,000.00
Total Quote Price

QUOTATION #2

Vendor Name

Phone Number

Street Address

City, State, Zip Code

Total Quote Price

QUOTATION #3

Vendor Name

Phone Number

Street Address

City, State, Zip Code

Total Quote Price

I certify that the information provided above is true and correct.

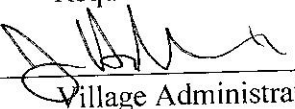
Tony Ledford

2/7/17

Requestor

Date

Approved (required if over \$250)

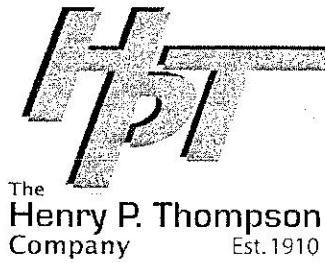

Village Administrator

2/7/17

Date

Fiscal Officer Approval: _____

Date



Quotation

January 25, 2017
Tony Ledford
Phone: 513-678-3609
Email:

Quote: PLC replacement

We are pleased to provide the following quote for the below listed equipment:

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	2	Parts, Material, and Labor to remove and replace the PLC's at Grant Settlement and Target with Separate Primary and Secondary level control and HOA switches Panel mounted.		\$6000.00

Thank you for the opportunity to offer our quotation. Please do not hesitate to contact us immediately if you should have any questions.

Sincerely,

Scott Myers
The Henry P. Thompson Company

**VILLAGE OF SOUTH LEBANON
PURCHASE ORDER REQUISITION FORM**

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Department/Office: Sewer

Date: 2/7/17

Purchase Order Number: _____
(Provided by Fiscal Officer)

Item Description: Replacement of Trailer Park Lift Station
Control panel

QUOTATION #1

Henry P. Thompson Co.
Vendor Name
101 Main Street, Suite 300
Street Address
Milford, OH 45150
City, State, Zip Code

513-248-3200
Phone Number

\$7,100.00
Total Quote Price

QUOTATION #2

Vendor Name

Street Address

City, State, Zip Code

Phone Number

Total Quote Price

QUOTATION #3

Vendor Name

Street Address

City, State, Zip Code

Phone Number

Total Quote Price

I certify that the information provided above is true and correct.

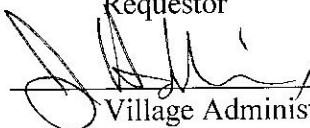
Tony Ledford

Requestor

2/7/17

Date

Approved (required if over \$250)


Village Administrator

2/7/17

Date

Fiscal Officer Approval: _____

Date



Quotation

January 25, 2017
Tony Ledford
Village of S. Lebanon
Phone: 513-678-3609
Email: tledford@southlebanonohio.org

Quote: Trailer Park LS Control Panel Replacement

We are pleased to provide the following quote for the below listed equipment:

We are pleased to propose the following quotation based on our interpretation of the furnished specifications. Any additional equipment not listed will be subject to pricing review.

Enclosure Type: NEMA 4 Painted Steel
Enclosure Mounting: Wall Mounted
Power Requirements: 230 Volt 3 Phase
Horsepower: 7.5 HP
Station Type: Duplex

Equipment

- _____ Main power distribution block
- _____ Individual pump circuit breakers, Inner door operable
- _____ NEMA rated Starters with adjustable solid-state overload protection
- _____ GFI convenience receptacle, mounted on the inner door
- _____ 120 Volt fused control transformer (1.5Kva)
- _____ 120 Volt control and auxiliary equipment circuit breakers, Inner door operable
- _____ Mounting and wiring of **customer supplied** (PD6000) primary level controller
 - Programmable controller with digital display, Inner door mounted
 - **Level transducer to be supplied, mounted and wired by others**
- _____ Float back-up level control, 2-floats required, **floats to be supplied by others**
- _____ Panel operating in float back-up mode indicator light with reset button, Inner door mounted
- _____ Motor over-temp indicator lights with reset buttons, Inner door mounted
- _____ Pump running indicator lights, Inner door mounted
- _____ Hand-Off-Auto selector switches, Inner door mounted
- _____ Elapsed time meters, Inner door mounted
- _____ Alternator with lead/lag selector switch
- _____ Dead front anodized aluminum inner door
- _____ Enclosure mounted flashing alarm light for high-level
- _____ Audible alarm horn with silence button
- _____ Alarm/Telemetry dry contacts for remote monitoring
- _____ Space allowed for customer to install Uplink telemetry unit
- _____ Terminals and ground bar for field connections
- _____ Relays, wireway and engraved legends as required

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	1	Parts, Material, and Labor to remove and replace control Panel at the Trailer Park LS.		\$7100.00

Thank you for the opportunity to offer our quotation. Please do not hesitate to contact us immediately if you should have any questions.

Sincerely,

Scott Myers
The Henry P. Thompson Company

**VILLAGE OF SOUTH LEBANON
PURCHASE ORDER REQUISITION FORM**

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Department/Office: Sewer

Date: 2/7/17

Purchase Order Number: 220-2017
(Provided by Fiscal Officer)

Item Description: Cleaning of 2 pipe syphons at various locations

QUOTATION #1

Tele-vac Environmental
Vendor Name
7611 Easy Street
Street Address
Mason, OH 45040
City, State, Zip Code

513-398-4521
Phone Number

\$2,300.00
Total Quote Price

QUOTATION #2

Vendor Name

Street Address

City, State, Zip Code

Phone Number

Total Quote Price

QUOTATION #3

Vendor Name

Street Address

City, State, Zip Code

Phone Number

Total Quote Price

I certify that the information provided above is true and correct.

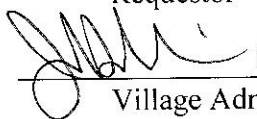
Tony Ledford

Requestor

2/7/17

Date

Approved (required if over \$250)


Village Administrator

2/7/17

Date

Fiscal Officer Approval:

Date



A Division of J&J Environmental Inc.

September 21, 2016

Tony Ledford
Village of South Lebanon
tledford@southlebanon.org
99 High Street
South Lebanon, Ohio 45065

RE: F/V 8" Syphons

Dear Tony:

Per your request we are pleased to submit our proposal for Flush Vacuum Cleaning of two (2) 8" x 75' Pipe Syphons located at various locations in **South Lebanon, Ohio**.

We would be providing the following services:

<u>Service Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Flush Vac Truck	10.0	\$110.00	\$1,100.00
Senior Technician	10.0	\$60.00	\$600.00
Senior Technician	10.0	\$60.00	<u>\$600.00</u>
			\$2,300.00

TOTAL ESTIMATED COST (NOT TO EXCEED)

\$2,300.00

Water and dump locations to be provided. Cost will be adjusted in accordance should job take less time to achieve completion. Should you have any questions or comments on this project please feel free to contact Ryan Cable at (513) 836-0298.

Sincerely,

James Kratochvil
Project Manager

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
MARCH 2, 2017
7:00 P.M.

1. Mayor Smith calls the meeting to order.
2. Roll Call:

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:
4. Floor open to the public:
5. New Business:
6. Old Business:
7. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
8. Adjournment

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-____

A RESOLUTION CREATING A TEMPORARY POSITION IN THE UTILITY DEPARTMENT AND ESTABLISHING COMPENSATION, AND DECLARING AN EMERGENCY

WHEREAS, Elbert Allen, Utilities Clerk, submitted a notice to the Village of his intent to retire effective March 31, 2017; and,

WHEREAS, the Village has advertised for the forthcoming vacant position of Utility Clerk and the Village Administrator is reviewing the submitted applications; and

WHEREAS, it is the Village Council's desire that Elbert Allen, incumbent Utility Clerk, provide training to the selected applicant prior to his March 31, 2017, retirement date; and,

WHEREAS, it is necessary to create a temporary position and establish compensation prior to the effective date of the Utility Clerk vacancy; and,

WHEREAS, immediate action is required to ensure the continuity of trained personnel in the Village Utility Department in order to preserve the public peace, health, or safety of the Village.

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

Section 1. That a temporary position in the Utilities Department is hereby created effective immediately through March 31, 2017.

Section 2. That compensation pay range for said position shall be equal to Utility Clerk position (Pay Grade 4) as set forth in the Village of South Lebanon Compensation Plan, as attached hereto and made a part hereof.

Section 3. That the Council is acting in its administrative capacity in accordance with Ohio Rev. Code § 733.48.

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

Section 5. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 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 2nd day of March, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading– / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____