

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
SEPTEMBER 16, 2021 at 6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen
Linda Burke
Bryan Corcoran

Maryan Harrison
Bill Madison
Rolin Spicer

3. Pledge of Allegiance

4. Guests:

5. Floor open to the public

6. New Business: Emergency Resolution 2021-43 accepting amounts and rates as determined by the Warren County Budget Commission for fiscal year 2022.

Emergency Resolution 2021-44 authorizing an agreement with Siteworx LLC for additional street lighting on Turtlecreek Road.

Emergency Resolution 2021-45 authorizing a service agreement with Duke Energy for the additional street lighting on the Turtlecreek Road.

Authorization of Solicitor's Invoice

Authorization of Invoices

7. Old Business:

8. Executive Session: ORC Section 121.22(G)(3) – Pending Litigation

9. Communications and reports from Village Officials and Committees:

- | | |
|------------------------|--------------------|
| a. Mayor | e. Solicitor |
| b. Fiscal Officer | f. Sergeant |
| c. Administrator | g. Council Members |
| d. Asst. Administrator | |

10. Adjournment



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

MEMORANDUM

To: Mayor & Village Council

CC: Andrew Meier, Village Solicitor
Jerry Haddix, Village Administrator

From: Tina Williams, Fiscal Officer

Date: September 10, 2021

Subject: Resolution 2021-43

On July 15, 2021, Council approved Resolution 2021-28 to submit the Fiscal Year 2022 Tax Budget to the County Auditor.

The FY 2022 Tax Budget has been approved and we have received the Official Certificate of Estimated Resources from the County Auditor. The Official Certificate certifies the amount of estimated Property Taxes and Local Government Funds the Village is expected to receive next year. I've highlighted those amounts on the Official Certificate (see attached).

We had a 15% increase in estimated property tax revenue from \$163,500 (2021) to \$188,000 (2022). The increase was due to an increase in the Village's overall assessed property values. The assessed property value is estimated to be \$152,875,207 for tax year 2021, collection year 2022. The prior year assessed value was \$134,973,510.

The County Auditor is estimating the Village will receive \$24,418 in Local Government funding. However, this amount is currently based on the Village's 2010 census data and will be updated once the County receives final census numbers from the State.

Resolution 2021-43 accepts the amounts and rates as determined by the County Budget Commission and certifies them to the County Auditor by the deadline of October 1, 2021.

If you have any questions, do not hesitate to contact me at 513-770-4872.

The Budget Commission of WARREN COUNTY, Ohio, hereby makes the following Official Certificate of Estimated Resources for the **VILLAGE OF SOUTH LEBANON**, for the fiscal year beginning January 1st, 2022.

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth on the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Daniel James
Matt Holt
Ellen Wright

Budget
Commission

2021 TY Tentative

WARREN COUNTY		ESTIMATED PROPERTY TAX INCOME FOR SOUTH LEBANON CORPORATION					FISCAL YR 2022
2021 TAX YEAR	VALUES		EFF RATE		ESTIMATED TAXES LEVIED	CERTIFICATION @ 97%	
AGRICULTURAL							
25,070.50	31 HAM TWP-KINGS	GENERAL	0.00130	dist 25, 31	\$ 32.59	\$ 31.61	
50,745.50	34 HAM TWP-LMLSD	GENERAL	0.00130	dist 34, 47	\$ 65.97	\$ 63.99	
161,921.50	68 UNION-KINGS	GENERAL	0.00120	dist 68	\$ 194.31	\$ 188.48	
0.00	69 UNION-LEB	GENERAL	0.00120	dist 69	\$ -	\$ -	
237,737.50							
RESIDENTIAL							
71,943,070.00	31 HAM TWP-KINGS	GENERAL	0.00130	dist 25, 31	\$ 93,525.99	\$ 90,720.21	
34,050,190.00	34 HAM TWP-LMLSD	GENERAL	0.00130	dist 34, 47	\$ 44,265.25	\$ 42,937.29	
409,710.00	68 UNION-KINGS	GENERAL	0.00120	dist 68	\$ 491.65	\$ 476.90	
36,270,350.00	69 UNION-LEB	GENERAL	0.00120	dist 69	\$ 43,524.42	\$ 42,218.69	
142,673,320.00							
COMMERCIAL/INDUSTRIAL							
2,821,720.00	HAM TWP-KINGS	GENERAL	0.00130	dist 25, 31	\$ 3,668.24	\$ 3,558.19	
186,130.00	HAM TWP-LMLSD	GENERAL	0.00130	dist 34, 47	\$ 241.97	\$ 234.71	
4,557,950.00	UNION-KINGS	GENERAL	0.00120	dist 68	\$ 5,469.54	\$ 5,305.45	
0.00	UNION-LEB	GENERAL	0.00120	dist 69	\$ -	\$ -	
7,565,800.00							
PUBLIC UTILITY PERSONAL							
126,600.00	HAM TWP-KINGS	GENERAL	0.00130	dist 25, 31	\$ 164.58	\$ 159.64	
0.00	HAM TWP-LMLSD	GENERAL	0.00130	dist 34, 47	\$ -	\$ -	
2,271,750.00	UNION-KINGS	GENERAL	0.00120	dist 68	\$ 2,726.10	\$ 2,644.32	
0.00	UNION-LEB	GENERAL	0.00120	dist 69	\$ -	\$ -	
2,398,350.00							
		GENERAL			\$ 97,391.40	\$ 94,469.66	
		GENERAL			\$ 44,573.19	\$ 43,235.99	
		GENERAL			\$ 8,881.60	\$ 8,615.15	
		GENERAL			\$ 43,524.42	\$ 42,218.69	
GRAND TOTALS		TOTALS			\$ 194,370.60	\$ 188,539.48	
152,875,207.50							

This is the certification of local government and local government revenue assistance funds for the 2022 calendar year.
Column 13 is the dollar estimate and Column 14 is the percentage estimate.

LOCAL GOVERNMENT BUDGET WORKSHEET FOR 2022

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12	COLUMN 13	COLUMN 14	COLUMN 15
Townships	Population	Relative Share	12.5% Pop	Real Tang Valuation	Relative Share	12.5% Val	25% COL. 4 + COL.7	Relative Share	75% Service	100% COL.8+COL.10	Formula Adj.	Total	% of Grand Total	Prior Year Est. Amount
1 Clearcreek	14,074	0.06617049	\$19,237.25	\$692,367,180	0.09105553	\$26,471.89	\$45,709.14	0.08895021	\$155,158.96	\$200,868.10	\$0.00	\$200,868.10	0.04421935	\$207,631.27
2 Deerfield	36,059	0.16953543	\$49,287.77	\$1,560,967,180	0.20528803	\$59,681.85	\$108,969.62	0.12448033	\$217,135.38	\$326,105.00	\$0.00	\$326,105.00	0.07178915	\$334,853.55
3 Franklin	11,595	0.05451519	\$15,848.79	\$249,335,540	0.03279095	\$9,533.07	\$25,381.86	0.00713742	\$12,450.05	\$37,831.91	\$0.00	\$37,831.91	0.00832836	\$33,896.86
4 Hamilton	20,811	0.09784525	\$28,445.82	\$833,990,460	0.10968088	\$31,886.70	\$60,332.52	0.08662107	\$151,096.16	\$211,428.68	(\$40,277.83)	\$171,150.85	0.03767735	\$156,150.85
5 Harlan	4,381	0.02059776	\$5,988.23	\$137,269,850	0.01805282	\$5,248.36	\$11,236.59	0.00928721	\$16,200.01	\$27,436.60	\$0.00	\$27,436.60	0.00603993	\$28,612.81
6 Massie	595	0.00279746	\$813.28	\$24,629,100	0.00323906	\$941.67	\$1,754.95	0.00127753	\$2,228.44	\$3,983.39	\$1,016.61	\$5,000.00	0.00110071	\$5,435.46
7 Salem	3,201	0.01504986	\$4,375.33	\$95,919,610	0.01261471	\$3,667.38	\$8,042.71	0.01102848	\$19,237.36	\$27,280.07	\$0.00	\$27,280.07	0.00600547	\$24,631.83
8 Turtlecreek	14,559	0.06845077	\$19,900.18	\$418,916,560	0.05509312	\$16,016.81	\$35,916.99	0.02046617	\$35,699.86	\$71,616.85	\$0.00	\$71,616.85	0.01576582	\$74,856.95
9 Union	2,351	0.01105349	\$3,213.50	\$96,757,670	0.01272493	\$3,699.42	\$6,912.92	0.01261745	\$22,009.06	\$28,921.98	\$0.00	\$28,921.98	0.00636692	\$25,901.40
10 Washington	2,717	0.01277428	\$3,713.77	\$90,967,960	0.01196350	\$3,478.06	\$7,191.83	0.00243565	\$4,248.59	\$11,440.42	\$0.00	\$11,440.42	0.00251851	\$11,764.20
11 Wayne	4,925	0.02315544	\$6,731.81	\$177,472,010	0.02333994	\$6,785.45	\$13,517.26	0.00878918	\$15,331.27	\$28,848.53	\$0.00	\$28,848.53	0.00635075	\$27,437.78
12 Township Totals	115,268	0.54194542	\$157,555.73	\$4,378,593,120	0.57584347	\$167,410.65	\$324,966.38	0.37309070	\$650,795.15	\$975,761.53	(\$39,261.22)	\$936,500.31	0.20616232	\$931,172.96
Corporations	Population	Relative Share	12.5% Pop	Real Tang Valuation	Relative Share	12.5% Val	25% COL. 4 + COL.7	Relative Share	75% Service	100% COL.8+COL.10	Formula Adj.	Total	% of Grand Total	Prior Year Est. Amount
13 Blanchester	0	0.00000000	\$0.00	\$79,070	0.00001040	\$3.02	\$3.02	0.00780795	\$13,619.68	\$13,622.70	(\$13,622.70)	\$0.00	0.00000000	\$0.00
Butler	163	0.00076636	\$222.80	\$2,015,890	0.00026512	\$77.08	\$299.88	0.00001221	\$21.30	\$321.18	\$4,678.82	\$5,000.00	0.00110071	\$3,895.00
15 Carlisle	4,710	0.02214459	\$6,437.93	\$79,179,420	0.01041315	\$3,027.34	\$9,465.27	0.01315790	\$22,951.79	\$32,417.06	\$0.00	\$32,417.06	0.00713633	\$27,273.63
16 Corwin	421	0.00197938	\$575.45	\$13,750,070	0.00180832	\$525.72	\$1,101.17	0.00025836	\$450.67	\$1,551.84	\$3,448.16	\$5,000.00	0.00110071	\$3,895.00
17 Harveysburg	546	0.00256708	\$746.31	\$12,105,270	0.00159200	\$462.83	\$1,209.14	0.00119225	\$2,079.68	\$3,288.82	\$1,711.18	\$5,000.00	0.00110071	\$5,000.00
18 Maineville	975	0.00458407	\$1,332.69	\$30,899,970	0.00406376	\$1,181.43	\$2,514.12	0.00207765	\$3,624.12	\$6,138.24	\$0.00	\$6,138.24	0.00135128	\$7,385.48
19 Monroe	120	0.00056419	\$164.02	\$29,580,580	0.00389024	\$1,130.96	\$1,294.98	0.00465439	\$8,118.80	\$9,413.78	\$0.00	\$9,413.78	0.00207236	\$11,411.01
20 Morrow	1,188	0.00558552	\$1,623.84	\$41,477,700	0.00545487	\$1,585.85	\$3,209.69	0.00140253	\$2,446.48	\$5,656.17	\$0.00	\$5,656.17	0.00124516	\$5,332.88
21 Pleasant Plain	154	0.00072405	\$210.50	\$1,465,170	0.00019269	\$56.02	\$266.52	0.00001758	\$30.67	\$297.19	\$3,597.81	\$3,895.00	0.00085745	\$3,895.00
22 South Lebanon	4,115	0.01934713	\$5,624.65	\$134,095,100	0.01763530	\$5,126.98	\$10,751.63	0.00783506	\$13,666.97	\$24,418.60	\$0.00	\$24,418.60	0.00537554	\$23,879.93
23 Waynesville	2,834	0.01332437	\$3,873.69	\$59,287,400	0.00779708	\$2,266.79	\$6,140.48	0.00876810	\$15,294.50	\$21,434.98	\$0.00	\$21,434.98	0.00471872	\$15,825.84
24 Corporation Totals	15,226	0.07158674	\$20,811.88	\$403,935,640	0.05312293	\$15,444.02	\$36,255.90	0.04718398	\$82,304.66	\$118,560.56	(\$186.73)	\$118,373.82	0.02605897	\$107,793.77
Cities	Population	Relative Share	12.5% Pop	Real Tang Valuation	Relative Share	12.5% Val	25% COL. 4 + COL.7	Relative Share	75% Service	100% COL.8+COL.10	Formula Adj.	Total	% of Grand Total	Prior Year Est. Amount
25 Franklin	11,771	0.05534268	\$16,089.36	\$218,719,200	0.02876450	\$8,362.49	\$24,451.85	0.13578908	\$236,861.64	\$261,313.49	(\$66,179.77)	\$195,133.72	0.04295697	\$180,133.72
26 Lebanon	20,033	0.09418740	\$27,382.40	\$498,709,980	0.06558702	\$19,067.62	\$46,450.02	0.10201314	\$177,945.09	\$224,395.11	\$0.00	\$224,395.11	0.04939861	\$223,551.95
27 Loveland	792	0.00372368	\$1,082.56	\$43,018,580	0.00565752	\$1,644.77	\$2,727.33	0.00471740	\$8,228.73	\$10,956.06	\$0.00	\$10,956.06	0.00241188	\$9,719.73
28 Mason	30,712	0.14439593	\$41,979.15	\$1,360,824,030	0.17896652	\$52,029.61	\$94,008.76	0.25391434	\$442,911.66	\$536,920.42	\$0.00	\$536,920.42	0.11819831	\$547,699.75
29 Middletown	2,700	0.01269435	\$3,690.53	\$99,013,640	0.01302162	\$3,785.68	\$7,476.21	0.02584583	\$45,083.79	\$52,560.00	\$0.00	\$52,560.00	0.01157062	\$57,962.45
30 Springboro	16,191	0.07612380	\$22,130.90	\$600,976,420	0.07903642	\$22,977.67	\$45,108.57	0.05744553	\$100,204.25	\$145,312.82	\$0.00	\$145,312.82	0.03198934	\$141,513.70
31 City Totals	82,199	0.38646784	\$112,354.90	\$2,821,261,850	0.37103360	\$107,867.84	\$220,222.74	0.57972532	\$1,011,235.14	\$1,231,457.88	(\$66,179.77)	\$1,165,278.11	0.25652573	\$1,160,581.30
32 Subdivision Totals	212,693	1.00000000	\$290,722.51	\$7,603,790,610	1.00000000	\$290,722.51	\$581,445.02	1.00000000	\$1,744,334.95	\$2,325,779.97	(\$105,627.72)	\$2,220,152.25	0.48874702	\$2,199,548.03
33 County	24.2%		\$137,411.80			\$137,411.80	\$274,823.60		\$824,470.84	\$1,099,294.44	\$105,627.72	\$1,204,922.16	0.26525301	\$1,043,430.56
34 Park Board	24.6%		\$139,683.07			\$139,683.07	\$279,366.14		\$838,098.45	\$1,117,464.59	\$0.00	\$1,117,464.59	0.24600000	\$1,058,054.02
35 Total		1.00000000	\$567,817.38	\$7,603,790,610	1.00000000	\$567,817.38	\$1,135,634.76	1.00000000	\$3,406,904.24	\$4,542,539.00	\$0.00	\$4,542,539.00	1.00000000	\$4,301,032.61

Date _____

Signed: _____



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

MEMORANDUM

To: Mayor and Village Council
From: Jerry Haddix, Village Administrator
Date: September 15, 2021
Subject: Additional Street Lighting – Turtlecreek Road

Recently, Matt Smith from Siteworx requested an additional streetlight on Turtlecreek Road at their new entrance. He has safety concerns about his trucks and equipment using the entrance early in the morning and the evening when there is little or no daylight. I informed Matt that they would be responsible for the installation of the new light & the Village would pay the monthly fee. Subsequently, Duke Energy has submitted a proposal with the installation costs of \$1,100.84 and the monthly charge estimated at \$2.10/month.

Attached is an agreement with the Siteworx and an agreement with Duke Energy.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2021-44**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH SITEWORX, LLC RELATIVE TO
ADDITIONAL STREET LIGHTING ON TURTLECREEK ROAD, AND
DECLARING AN EMERGENCY**

WHEREAS, Siteworx, LLC has requested additional street lighting along Turtlecreek Road and has agreed to provide funding for the cost of the installation and material of an additional street light; and

WHEREAS, the operation and maintenance of the street lights in the Village right-of-way are the responsibility of the Village; and,

WHEREAS, Duke Energy Ohio Inc. has provided an agreement for the installation the requested additional street lighting; and,

WHEREAS, immediate action is required in order to not delay the installation of the necessary additional street lighting on Turtlecreek Road, 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 agreement with Siteworx, LLC for the installation, operation and maintenance of additional street lighting along Turtlecreek Road in the Village of South Lebanon, as attached hereto.

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

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with 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.

Resolution No. 2021-44

Page 2

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

Adopted this _____ day of June, 2021.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2021 (if applicable)

Effective Date – / /2021

Vote - ____ Yeas

____ Nays

First Reading – / /2021

Effective Date – / /2021

Second Reading – / /2021

Third Reading– / /2021

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2021

AGREEMENT

This agreement is entered into by and between the Village of South Lebanon ("the Village") and Siteworx, LLC ("Siteworx"). The parties agree as follows:

1. Siteworx has requested installation of a new streetlight at the entrance to their facility at 3800 Turtlecreek Road. The Village has determined through communication with Duke Energy Ohio that the lump sum cost of equipment and installation for this streetlight will be \$1,100.84, with such equipment, installation, and services more specifically described in Exhibit A, attached hereto.

2. Siteworx shall pay \$1,100.84 to the Village, in certified funds, within 7 days of executing this agreement.

3. After receiving payment from Siteworx as described in paragraph 2 above, the Village shall take any and all action necessary to initiate installation of the streetlight and shall use the money paid by Siteworx for the lump sum cost associated with the equipment and installation of the streetlight.

4. Any additional costs required for the equipment and/or installation shall be the responsibility of Siteworx. Payment for additional costs shall be paid to the Village with fourteen (14) days of the request for funds by the Village.

5. As with other streetlights on public property in the Village of South Lebanon, the Village shall pay for electrical service associated with the streetlight.

6. This agreement contains the entire agreement between the parties and supersedes all prior written, oral, or other discussions and agreements between the parties.

7. This agreement may be modified only in a writing signed by both parties.

8. This agreement shall be governed by Ohio law.

9. The parties are entering into this agreement freely, voluntarily, and of their own free will, and after being given the opportunity to consult with legal counsel.

Date

9/14/2021

Date

Village of South Lebanon

By: _____



Siteworx, LLC

By: Matt Smith

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2021-45**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN OUTDOOR LIGHTING SERVICE AGREEMENT WITH DUKE
ENERGY OHIO INC. RELATIVE TO ADDITIONAL STREET LIGHTING ON
TURTLECREEK ROAD, AND DECLARING AN EMERGENCY**

WHEREAS, in 2020, Siteworx, LLC moved into their new facility at 3800 Turtlecreek Road in the Village of South Lebanon; and,

WHEREAS, due to the low visibility during hours of darkness and the frequent ingress and egress of large construction vehicles, Siteworx, LLC has requested additional street lighting along Turtlecreek Road at the entrance to their facility at 3800 Turtlecreek Road and has agreed to provide funding for the cost of the installation and material of an additional street light; and

WHEREAS, the operation and maintenance of the street lights in the Village right-of-way are the responsibility of the Village; and,

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

WHEREAS, immediate action is required in order to not delay the installation of the necessary additional street lighting on Turtlecreek Road, 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 additional street lighting at 3800 Turtlecreek Road, as attached hereto.

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

Resolution No. 2021-45

Page 2

Section 3. 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 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this _____ day of September, 2021.

Attest: _____
Petrina D. Williams, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2021 (if applicable)	Effective Date – / /2021
Vote - ____ Yeas ____ Nays	
First Reading – / /2021	Effective Date – / /2021
Second Reading – / /2021	
Third Reading– / /2021	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____/____/2021



8/25/2021

VILLAGE OF SOUTH LEBANON GENERAL STREETLIGHTING
PO BOX 40
SOUTH LEBANON , OH 45065-0040

Subject: 3800 TURTLECREEK RD

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. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of 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.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. 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 and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Andrew Manning
andrew.manning@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BRCOLCLM0000021447		8/25/2021
	Agreement Coverage			Agreement Number		Current Date
98602209	39567087	75025	S490	V502	BRCOL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Ohio, 139 East Fourth Street, Cincinnati, OH 45202

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	VILLAGE OF SOUTH LEBANON GENERAL STREETLIGHTING			
Service Location or Subdivision	3800 TURTLECREEK RD			The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address				
Service Address				
Service City, State, Zip code				
Mailing Name	VILLAGE OF SOUTH LEBANON GENERAL STREETLIGHTING			Notes:
Mailing Business Name				
Mailing Address	PO BOX 40			
Mailing Address				
Mailing City, State, Zip code	SOUTH LEBANON	OH	45065-0040	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 11/23/2021

AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,100.84	\$1.76	\$0.34	1	\$2.10	\$2.10	\$2.10
Option B - 1 Year Agreement Initial Term	\$95.94	\$1.76	\$0.34	1	\$98.04	\$98.04	\$2.10
Option C - 3 Year Agreement Initial Term	\$31.49	\$1.76	\$0.34	1	\$33.60	\$33.60	\$2.10
Option D - 5 Year Agreement Initial Term	\$20.59	\$1.76	\$0.34	1	\$22.69	\$22.69	\$2.10
Option E - 7 Year Agreement Initial Term	\$15.94	\$1.76	\$0.34	1	\$18.05	\$18.05	\$2.10
Option F - 10 Year Agreement Initial Term	\$12.33	\$1.76	\$0.34	1	\$14.44	\$14.44	\$2.10

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☒ A ☐ DECLINE ☐

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

Duke Energy Representative

AND

Customer / Representative

Signature

Signature

Printed Name

Andrew Manning

Printed Name

James D. Smith, Mayor

Date

8/25/2021

Date

9/16/2021

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

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:

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 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 150W Gray (RAL7038) Type III	12,642	150	0.1500	624	\$1.76	\$0.34	1	\$2.10
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									2.10

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.006531 Rate Effective Date 7/2/2019 Estimated Annual Burn Hours 4,160

**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.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	Side Mount Bracket - 10 Ft - Wood Pole

1.4 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 a 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 amount 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.

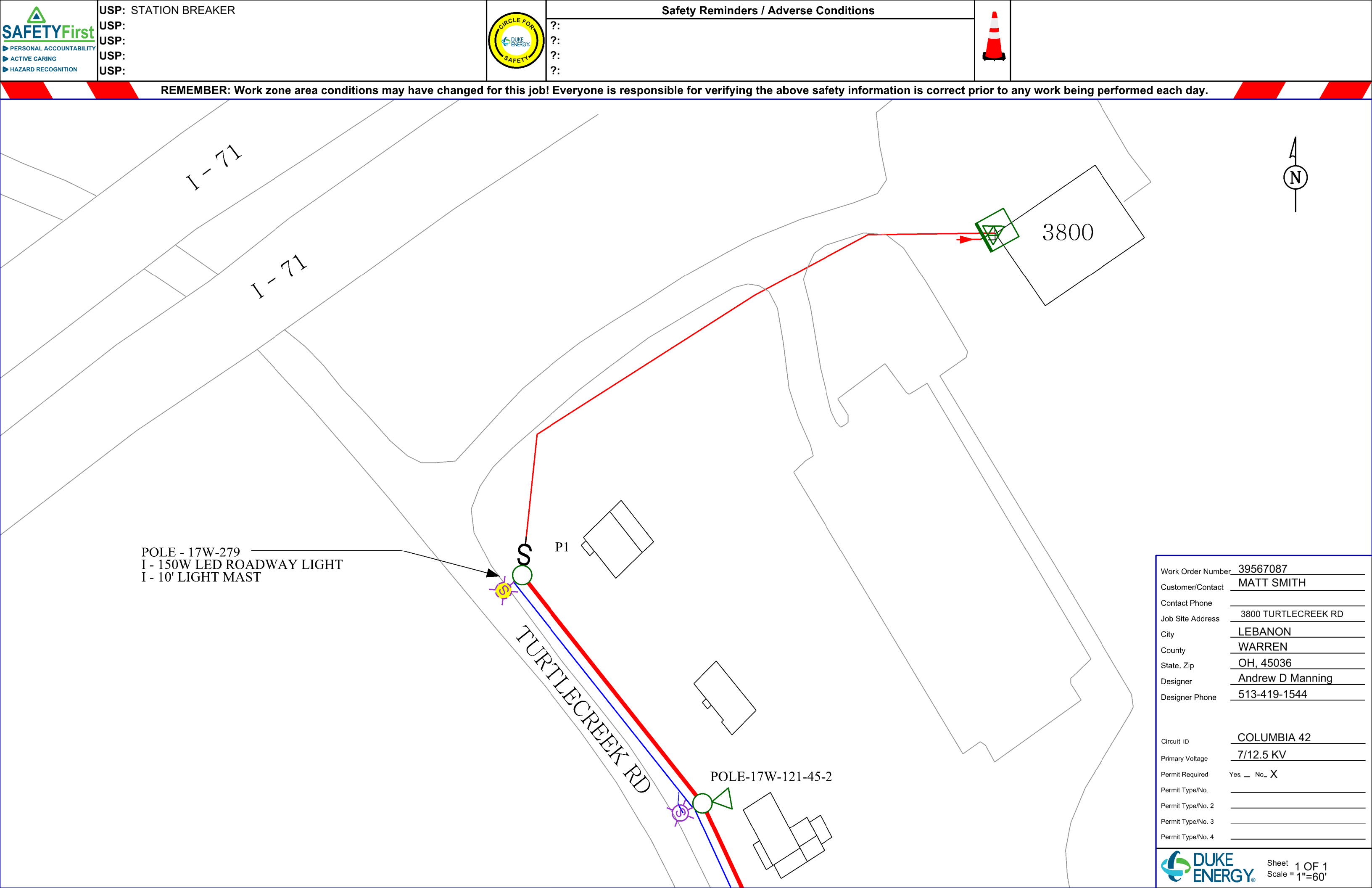
SECTION VI – OTHER TERMS AND CONDITIONS

- 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 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.



Safety Reminders / Adverse Conditions	
?:	
?:	
?:	
?:	



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

POLE - 17W-279
I - 150W LED ROADWAY LIGHT
I - 10' LIGHT MAST

Work Order Number	39567087
Customer/Contact	MATT SMITH
Contact Phone	
Job Site Address	3800 TURTLECREEK RD
City	LEBANON
County	WARREN
State, Zip	OH, 45036
Designer	Andrew D Manning
Designer Phone	513-419-1544
Circuit ID	COLUMBIA 42
Primary Voltage	7/12.5 KV
Permit Required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	