

*Proudly serving residents since 1893*



Siren on Locust Corner Road



Officers Schultz & Vismara



New Construction - 2849 Pond Run Road

**Regular Monthly Meeting**

**August 19, 2015**

**Meeting Agenda  
Department Reports**



## Board of Trustees

### Regular Monthly Meeting

**August 19, 2015**

**6:30pm**

#### *Pierce Priorities:*

- Culture
- Quality of Life
- Pierce 2035

| Meeting Agenda   |                         |
|--|-------------------------|
| Executive Session (to consider the employment and compensation of public employees and purchase of property for public purposes - ORC 121.22 (G)(1) & (2): | Chairman Pautke         |
| Pledge of Allegiance:  | Trustee Batchler        |
| Celebratory Events:  | Trustee Riebel          |
| Public Hearing – Zoning: Z2014-003 & Z2014-004   | Administrator Hershner  |
| Economic Development Committee Update  | Kay, Chamberlain & Sill |
| Trustee Updates:   | Chairman Pautke         |
| Approval of Minutes:   | Fiscal Officer Register |
| Approval of Motions and Resolutions:   | Administrator Hershner  |
| Open Floor Questions:  | Chairman Pautke         |
| Executive Session (to consider the employment and compensation of public employees, - ORC 121.22 (G)(1)):  | Chairman Pautke         |
| Adjournment:   | Chairman Pautke         |
| Reports available on the Pierce website 24 hours before each meeting   |                         |

## *Celebratory Events*

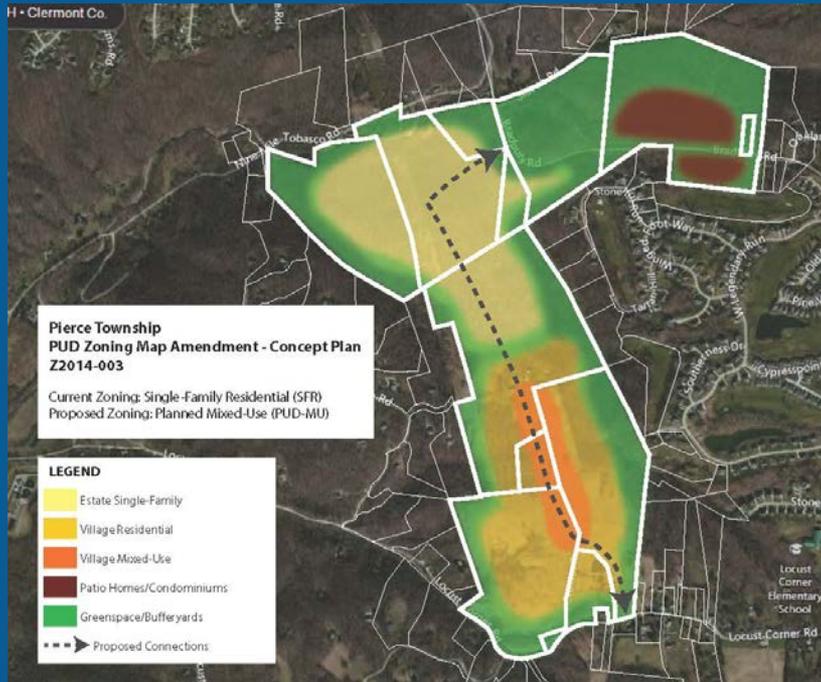


- Amelia Major Todd Hart – Thank you letter for Shared Services from Pierce Public Works
- Introduction of new Public Works Full Time Maintenance Worker – Mike Casteel
- Lt. Bryan Burke received his Master Degree in Criminal Justice
- Firefighter / Medic Petry & Stultz Life Squad Response
- Firefighter / Medic Wehrum & Stultz assisted resident in Legendary Run

# Public Hearing - Zoning



- Z2014-003: Bradbury & Locust Corner Roads
- Z2014-004: Pommert Property & Locust Lake Road



# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Assistant Chief Light, that the Board hire: **Casey William Baldrige; Jared Michael Boots; Andrew Charles Brothers; Brandon William Bucksath; Jonathan Michael Hardman; Michael Patrick Kilcoyne and Wayne Allen Tarvin** as part time Firefighter/EMT's at the established rate pending successful completion of a physical with drug screen, background check and a one year probationary period noting that all associated pre -employment expenses be that of the Township.

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

A **Motion** is made, based upon the recommendation of Assistant Chief Light, that the Board approve a purchase order to Tristate Biomedical Solutions in the amount of \$6,465.98 from the EMS fund for repair of 2 Zoll heart monitors/defibrillators .

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Chief Wright, that the Board approve a purchase order in the amount of \$7,165.27 to Albert's Men's Shop for employee wearing apparel and associated expenses.

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

A **Motion** is made, based upon the recommendation of Chief Wright, that the Board approve a purchase order in the amount of \$2,640.69 to Bettys Stitches for employee wearing apparel and associated expenses.

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Chief Wright, that the Board approve a purchase order in the amount of \$6,007.05 to Galls Inc. for employee wearing apparel and associated expenses.

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

A **Motion** is made, based upon the recommendation of Chief Wright, that the Board surplus and donate articles of specified fire fighting gear (see attached list) declaring it of no value to the Township and further directing the Chief to ensure all recipients of the items sign the approved Township “Release and Waiver of Liability and Indemnification Agreement for Donated Equipment” form as provided.

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Public Works Manager Koehler, the Board approve job descriptions for full-time and part-time maintenance worker I, II, III and VI.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

A **Motion** is made, based upon the recommendation of Public Works Manager Koehler, the Board accepts the lowest and best bid from Compass Minerals America Inc., for the 2015-2016 winter season to purchase up to 1,400 ton of road salt for a cost of \$88,158.00 at a rate of \$62.97 per ton (dump delivery) or \$93,758.00 at a rate of \$66.97 per ton (piler delivery) with the option as ordered by Pierce Township.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

# Motions and Resolutions



A Motion is made, based upon the recommendation of Administrator Hershner; the Board approves Duke Energy grant for Police Department (\$652.72), Administration (\$4,239.74), and Exterior Lighting (\$3,491.47) for energy saving program for a total cost of \$8,070.38.

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Administrator Hershner, the Board approves Administrator Hershner to form an Economic Development Committee consisting of the following five

members: \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ with

Administrator Hershner being the staff liaison.

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

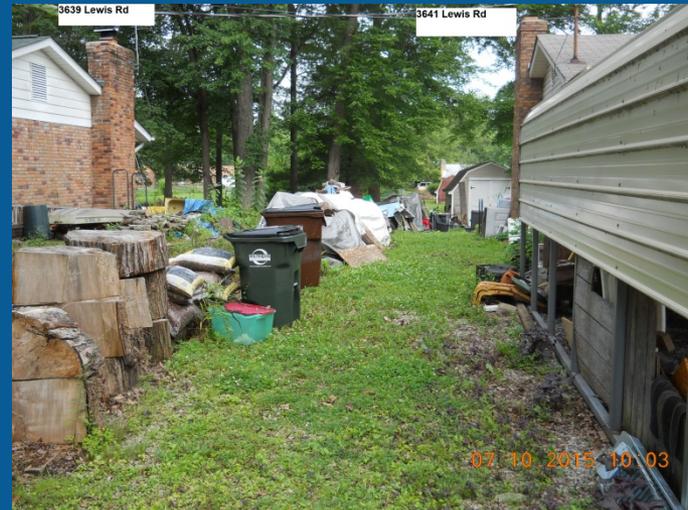
# Motions and Resolutions



A **Resolution** is made, based upon the recommendation of the Administrator Hershner, the board approve Resolution # \_\_\_\_\_ declaring a public nuisance on property at 3639 Lewis Road, also known as Clermont County Auditor Parcel # 282807A250.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_



# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Assistant to the Fiscal Officer Carroll, the Board approve the warrants from 07/13/2015 in the amount of \$24,538.58 as previously presented.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

A **Motion** is made, based upon the recommendation of Assistant to the Fiscal Officer Carroll, the Board approve the warrants from 07/17/2015 in the amount of \$69,061.05 as previously presented.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Assistant to the Fiscal Officer Carroll, the Board approve the warrants from 07/27/2015 in the amount of \$34,631.67 as previously presented.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

A **Motion** is made, based upon the recommendation of Assistant to the Fiscal Officer Carroll, the Board approve the warrants from 07/31/2015 in the amount of \$110,266.35 as previously presented.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Assistant to the Fiscal Officer Carroll, the Board approve the warrants from 08/05/2015 in the amount of \$43,745.06 as previously presented.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

A **Motion** is made, based upon the recommendation of Assistant to the Fiscal Officer Carroll, the Board approve the payroll from 07/15/2015 in the amount of \$150,943.74 as previously presented.

1st: \_\_\_\_\_ 2nd: \_\_\_\_\_

Mrs. Batchler \_\_\_\_\_  
Mr. Pautke \_\_\_\_\_  
Mr. Riebel \_\_\_\_\_

# Motions and Resolutions



A **Motion** is made, based upon the recommendation of Assistant to the Fiscal Officer Carroll, the Board approve the payroll from 07/29/2015 in the amount of \$121,948.87 as previously presented.

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Mrs. Batchler

\_\_\_\_\_

Mr. Pautke

\_\_\_\_\_

Mr. Riebel

\_\_\_\_\_

# Police Department Monthly Report



| Statistical Data           | Month 2015/2014 | YTD   |
|----------------------------|-----------------|-------|
| Total Service Calls:       | 728/635         | 4,314 |
| Offense Reports:           | 72/64           | 433   |
| Offenses Closed:           | 55/51           | 398   |
| Incident Reports:          | 15/21           | 90    |
| Traffic Stops:             | 85/49           | 842   |
| Traffic Citations:         | 23/9            | 217   |
| Juvenile Arrests:          | 4/6             | 29    |
| Felony Arrests:            | 5/3             | 31    |
| Misdemeanor Arrests:       | 31/26           | 274   |
| Minor Misdemeanor Summons: | 6/4             | 42    |
| Adult Arrests:             | 32/23           | 276   |
| Warrants Arrest:           | 11/4            | 83    |

# Police Department Monthly Report



| Statistical Data             | Month 2015/2014 | YTD     |
|------------------------------|-----------------|---------|
| Court Details:               | 5/8             | 67      |
| Mediation Referral:          | 3/7             | 25      |
| Traffic Accidents:           | 10/1            | 46      |
| Traffic Warnings:            | 20/14           | 329     |
| Vehicles Towed:              | 0/1             | 10      |
| Assist other Jurisdictions.: | 40/42           | 314     |
| Service Requests:            | 1,012/658       | 9,880   |
| Burglar Alarms:              | 51/62           | 454     |
| Open Places Found:           | 7/2             | 36      |
| Business Checks:             | 1,756/646       | 11,479  |
| Miles Driven:                | 20,763/13,788   | 121,709 |
| Missing Reports:             | 0/0             | 2       |

# Police Department Monthly Report



- July 4- Fourth of July Parade held at Pierce Township Park.
- July 9- Gregory Missman ceremony held at Pierce Township to honor his service and sacrifice to this country.
- July 15- Arrest of Dwayne Mitchell for 3 counts of Unlawful Sexual Contact with a Minor and 1 count of Pandering Obscenity to a Minor.
- July 20- Suicidal/homicidal subject was tased by officers, then transported to Clermont Mercy Hospital for mental evaluation. No injury to any officer or subject.
- July 21 and 22- Officers were state certified on pistol, shotgun, and rifle at the Clermont County Sheriff's Office target range.
- July 24- Forty two boxes of reports/files were destroyed after receiving permission from the Ohio Historic Connection.

# Fire Department Monthly Report



| Statistical Data                        | Month 2015/2014 | YTD   |
|---|-----------------|-------|
| Fire Details:                           | 77 / 51         | 276   |
| EMS Details:                            | 139 / 116       | 776   |
| Pierce Twp. Details:                    | 163 / 127       | 752   |
| Ohio Twp. Details:                      | 41 / 25         | 206   |
| Grand Total Monthly Fire & EMS Details: | 212/167         | 1,007 |
| Mutual Aid Given:                       | 8 / 15          | 49    |
| Mutual Aid Received:                    | 4 / 5           | 17    |
| Full Staffing:                          | 45 / 26         | 263   |
| One-short Staffing:                     | 9 / 14          | 78    |
| Minimum Staffing:                       | 17 / 16         | 42    |
| Mandations:                             | 10 / 8          | 23    |
| Hydrants Serviced:                      | 368 / 0         | 804   |

# Fire Department Monthly Report



| Statistical Data       | Month 2015/2014 | YTD   |
|------------------------|-----------------|-------|
| Gear Inspections:      | 16/18           | 70    |
| Trainings:             | 19 / 12         | 101   |
| Training Hours:        | 30 / 27         | 170   |
| Qlty. Assurance Check: | 216 / 122       | 1,065 |
| Inspections:           | 2 / 40          | 31    |
| Re-inspections:        | 1 / 16          | 19    |
| Violations:            | 28 / 128        | 55    |
| System Tests:          | 1 / 6           | 6     |
| Plan Reviews:          | 2 / 3           | 16    |
| Pre Plans:             | 3 / 1           | 22    |
| Public Education:      | 4 / 8           | 65    |
| Knox System Installs:  | 0 / 0           | 0     |

# Fire Department Monthly Report



| Statistical Data           | Month 2015/2014 | YTD     |
|----------------------------|-----------------|---------|
| Civil Defense Siren Tests: | 12/10           | 60      |
| Public Records Req.:       | 10 / 14         | 41      |
| Website hits:              | 98,086 / 7,042  | 320,046 |

- Structure Fire Denny Drive – automatic dishwasher caught fire – minimal damage
- Drowning Batavia Township – 5 year old accidental drowning
- Structure Fire Bradbury Rd – started in basement soldering pipes – moderate damage
- Child struck by car – on Ohio Pike at S.R. 132 – child doing fine now
- Gunshot victim – Maplewood Drive – not fatal - transported by Air Care
- Plane Crash Behymer Road – no injuries – crews spent many hours assisting clean up
- Ambulance wrecked (Pierce unit #4) – no injuries – currently working with insurance
- County Fair attended – took new Ohio Township owned water tanker to help support
- 4<sup>th</sup> of July parades attended at Pierce and New Richmond
- Additional emergency siren now installed Locust Corner behind Inverness – tested ok
- Conducted 8 interviews for part time hires – ready for Boards approval tonight

# Public Works Department Monthly Report



| Statistical Data                     | Month 2015/2014 | YTD   |
|--------------------------------------|-----------------|-------|
| Roadway Maintenance (minor):         | 27/10           | 311   |
| Roadway Maintenance (major):         | 1/0             | 4     |
| Roadway Patching Projects:           | 1/11            | 1     |
| Resurfacing (linear ft.):            | 0/0             | 0     |
| Culvert Pipe (repair, replace, new): | 11/0            | 40    |
| Catch Basin (repair, replace, new):  | 3/0             | 10    |
| Curb-Gutter (repair, replace, new):  | 0/0             | 0     |
| Roadway striping (linear ft.):       | 0/120           | 0     |
| Roadside Mowing (hours):             | 65/54           | 401   |
| Street Sign Install (replace, new):  | 2/4             | 514   |
| Ditching (linear ft.):               | 3,254/0         | 8,472 |
| Snow/Ice Events:                     | 0/0             | 15    |

# Public Works Department Monthly Report



| Statistical Data                   | Month 2015/2014 | YTD   |
|------------------------------------|-----------------|-------|
| Salt Application (tons):           | 0/0             | 607   |
| Cemetery Sales (# of lots):        | 8/4             | 28    |
| Cemetery Mowing/Maint. (hours):    | 32/86           | 564   |
| Cemetery Instals. (footers, etc.): | 1/0             | 34    |
| Funeral Services:                  | 11/3            | 37    |
| Playground Inspections:            | 2/2             | 9     |
| Mulching – All Facilities:         | 0/0             | 282   |
| Park Maintenance (hours):          | 8/32            | 76    |
| Cemetery Sales entered:            | 8/0             | 799   |
| Cemetery Burials entered:          | 11/0            | 1,215 |
| Cemetery Deeds Printed:            | 8/0             | 261   |
| Cemetery Records reviewed:         | 1/0             | 239   |

# Public Works Department Monthly Report



## Statistical Data

Month 2015/2014

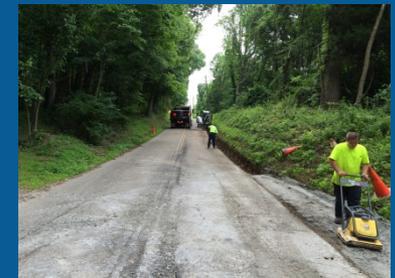
YTD

Phone Calls Forwarded to Laura:

146

452

- Attended our monthly Public Works meeting with Clermont County Engineers.
- Attended my first Lead Clermont class.
- Picked up a digital sign from A&A Safety for the concert and placed it on 125
- Picked up the stage from St. Bernadette school for the concert in the park
- Set up the tables and chairs for the concert in the park
- Cleaned up trees that were knocked down from one of the storms
- Finished all prep work for paving of Wilson Dunham Hill Road
- All (1,922) interments are now on Find A Grave website - <http://www.findagrave.com/cgi->



# Zoning Department Monthly Report



| Statistical Data                 | Month 2015/2014 | YTD |
|----------------------------------|-----------------|-----|
| Zoning Permits Issued:           | 21/18           | 97  |
| Single-Family Home Permit:       | 2/2             | 11  |
| Accessory Structure Permit:      | 1 / 4           | 7   |
| Strategic Planning Meetings:     | 0/0             | 0   |
| Zoning Commission Meetings:      | 1/0             | 6   |
| Board of Zoning Appeal Meetings: | 0/0             | 1   |
| Greenspace Committee Meetings:   | 1/1             | 7   |
| Zoning Violation Notices Issued: | 11/8            | 95  |
| “Good Neighbor” Letters Issued:  | 0/0             | 0   |
| Voluntary Compliance:            | 9/5             | 40  |
| Mediation/Legal Action Taken:    | 0/0             | 0   |
| Text Amendments Approved:        | 0/0             | 0   |

# Zoning Department Monthly Report



| Statistical Data             | Month 2015/2014   | YTD       |
|------------------------------|-------------------|-----------|
| Rezoning Approved:           | 1/0               | 6         |
| Variations Approved:         | 1/0               | 3         |
| Other Permits Issued         |                   |           |
| Deck/Porches Permit:         | 3/2               | 5         |
| Fence Permit:                | 5/1               | 20        |
| Swimming Pool Permit:        | 0/1               | 5         |
| Garage Sale Permit:          | 3/1               | 10        |
| Sign – Free Standing Permit: | 0/2               | 3         |
| Sign – Wall Mounted Permit:  | 1/1               | 2         |
| Commercial Change of Use:    | 0/2               | 3         |
| Commercial-Industrial Bldg.: | 0/0               | 0         |
| Total Valuation Reported:    | 499,000/1,040,288 | 4,342,318 |

# Zoning Department Monthly Report



- Zoning Commission hearings on Nobis/Hunt/Bradbury Farms and Pommert properties.
- Saturday tour of Pierce for zoning compliance (Beechmont Towing, Hal Cor, Lewis Road, Locust Lake, etc.)



# Administration Department Monthly Report



| Statistical Data                         | Month 2015/2014 | YTD   |
|--|-----------------|-------|
| Requests - Services/Information:         | 389/254         | 1,915 |
| Trainings/Seminars Attended:             | 0/0             | 5     |
| HR FLMA & Workers Comp. Claims:          | 1/0             | 5     |
| HR Personnel Actions ( New Hires, etc.): | 0/1             | 9     |
| Public Records Requests:                 | 2/3             | 9     |
| Purchase Orders Processed:               | ¼               | 143   |
| Invoices Processed:                      | 79/126          | 643   |
| Payroll Checks Processed:                | 536/203         | 2,042 |
| Website updates:                         | 12/14           | 81    |
| Township Meetings:                       | 2/1             | 10    |
| Motions & Resolutions:                   | 18/13           | 87    |
| Policy Manual revisions:                 | 0/0             | 1     |

# Administration Department Monthly Report



| Statistical Data                   | Month 2015/2014 | YTD     |
|------------------------------------|-----------------|---------|
| Township - Facebook Post:          | 28/9            | 232     |
| New Fans:                          | 2,242/45        | 2,962   |
| Likes Post:                        | 160/30          | 904     |
| People Reached:                    | 4,899/155       | 47,977  |
| Share:                             | 22/0            | 180     |
| Police Department - Facebook Post: | 21/0            | 92      |
| New Fans:                          | 4,051/0         | 6,107   |
| Likes Post:                        | 331/0           | 1,305   |
| People Reached:                    | 59,844/0        | 124,011 |
| Share:                             | 3,872/0         | 4,498   |
| Cerkl:                             | 13/0            | 63      |
| Cerkl Subscribers:                 | 321/0           | 594     |

# *Administration Department Monthly Report*



- Pierce Benchmark Study staff meeting to discuss revisions.
- Discussions regarding Economic Development Committee organization.
- Meetings with Chuck Tilbury at Clermont Auditor's Office and Judy Miller at Board of Elections to file final Fire/EMS Levy Resolution
- Concert in the Park details regarding vendor participation.
- Community Survey interview with Community Press
- Concert in the Park hot dog booth.
- Meeting with Todd Hilgefert regarding Hike & Bike Trail easements.
- OGSM staff meeting with Trustee Pautke.
- Bradbury Road emails and calls with residents, trustees, John Koehler and County Engineer.
- Establish tentative works session in September with Trustees and County Engineer.
- Luncheon meeting with Public Works staff.
- Cancel August Music in the Park.
- Meeting with HPA Development regarding current development activities.
- Warren Walker discussion regarding annual NOPE meeting.

*Welcome home! Proudly serving you since 1853”*



Main Line – 513-752-6262

Robert Pautke, Board Chair  
[Bpautke@piercetownship.org](mailto:Bpautke@piercetownship.org)

Richard Riebel, Vice Chair  
[Rriebel@piercetownship.org](mailto:Rriebel@piercetownship.org)

Bonnie Batchler, Trustee  
[Bbatchler@piercetownship.org](mailto:Bbatchler@piercetownship.org)

Karen Register, Fiscal Officer  
[Kregister@piercetownship.org](mailto:Kregister@piercetownship.org)

Tim Hershner, Administrator  
[Thershner@piercetownship.org](mailto:Thershner@piercetownship.org)

**BOARD OF TRUSTEES**

Bonnie J. Batchler  
Robert W. Pautke  
Richard P. Riebel

**Fiscal Officer**

Karen M. Register

**Administrator**

Timothy P. Hershner



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Cincinnati, Ohio 45245

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[www.piercetownship.org](http://www.piercetownship.org)

Zoning Commission  
Meeting Minutes

August 4, 2015 6:30 p.m.

The Zoning Commission of Pierce Township, Clermont County, Ohio met in Regular Meeting at 6:30 p.m., on Tuesday August 4, 2015, at the Pierce Township Administration Building, 950 Locust Corner Road.

**CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

Vice-Chairman Karen Rebori called the meeting to order. Board members answering roll call: Mr. Paul Houston, Mr. Jeff Stitt, Ms. Karen Rebori, and Mr. Dick Schuler. Township personnel who were also present: Mr. Tim Hershner, Administrator and Zoning Inspector and Ms. Laura Bassett, Administrative Assistant.

The meeting began with the Pledge of Allegiance.

**ZONING COMMISSION BUSINESS**

Vice Chairman Rebori opened the regular meeting and asked Mr. Hershner about the text amendments on the agenda. Mr. Hershner talked about section 11.09: Location of Camping Trailer and/or Camper and why he's asked to discuss changing and/or to and since we receive a lot of calls regarding how many campers and trailer are allowed on a property. Mr. Hershner researched other townships (Miami, Batavia, & Anderson) zoning resolution regarding location of camping trailers and boats and states what they have in their zoning resolution for Miami & Anderson Township.

Mr. Houston has prepared a few suggestions on how to change section 11.09 and he feels "per family" should be removed because the wording family today is so ambiguous today. Mr. Stitt feels if a person wants to place a small camper and boat in their back yard, they should be allowed but if they have a ¼ of an acre I understand not to allow it. Ms. Rebori asked are residents being cited. Mr. Hershner states it comes up on a regular basis but no one has been cited.

There was general discussion between the board members about changing section 11.09. If we change section 11.09 then table 11.06-1 will also need to be changed. Jen Chamberlain asked are you keeping the location in the side and rear yard. Mr. Hershner stated yes, the location of side and rear yard will state the same.

Mr. Houston asked how many residents have been cited for section 11.09. Mr. Hershner talked about the process of violations and how cost is being added to property owner's tax bill if a nuisance was declared on a property. He also talks about taking violations to municipal court to get violations resolved.

Jen Chamberlain asked about the Board of Trustees public hearing regarding the zone changes and her request to change the Land Use Plan. Mr. Hershner explains the process of the public hearing and how to change the Land Use Plan.

There was discussion between board members and Jen Chamberlain regarding her request to review the conservation subdivisions section of the resolution and Land Use Plan. Mr. Hershner stated his intention was to look into the conservation subdivisions section for the October meeting to have time to review. Ms. Rebori agrees with Mr. Hershner. Mr. Schuler gives a brief explanation to why the conservation subdivisions section was put into the zoning resolution.

**MOTION**

A motion was made by Mr. Stitt, seconded by Mr. Schuler, to adopt the text amendment for 11.09: Location of Camping Trailer and Camper as provided by Mr. Houston stating the following:

11.09: Location of Camping Trailer and Camper

One trailer and boat may be parked in any district providing it is parked in the side or rear yard. No living quarters shall be maintained or any business conducted while such trailer is parked or stored. A camping trailer and boat are not to be parked any closer than five feet to any property line, and the definition of a side yard is the portion of the lot located behind a line tangent to the front of the dwelling.

Also to changing table 11.06-1 as follows:

| <b>TABLE 11.06-1: MAXIMUM NUMBER OF RECREATIONAL VEHICLES</b> |  |
|---|--|
| <b>Lot Size</b>   | <b>Maximum Number of Recreational Vehicles and Utility Trailers that may be Stored on a Site</b> |
| 0.00 – 4.99 acres   | 2  |
| 5.00 acres or more  | 3  |

Roll call on motion: All aye

**NEW BUSINESS**

Mr. Hershner stated we have no agenda for the September meeting but he did speak with Mr. Ferguson and he is moving forward with a concept plan with McGill & Smith on the property so it's possible we might need to meet in September for a zone change.

**APPROVAL OF THE MINUTES**

**Approval of Minutes – July 14, 2015**

Mr. Stitt made a motion, seconded by Mr. Houston to approve the minutes of the July 14, 2015 Public Hearing of the Zoning Commission as submitted. Roll call on motion: Mr. Stitt, Mr. Houston, and Ms. Rebori; aye Mr. Schuler did not vote.

**ADJOURNMENT**

At 7:32 p.m., Mr. Stitt made a motion, seconded by Mr. Schuler that the meeting be adjourned. Roll call on motion: All aye.

ATTESTED;

The foregoing minutes were approved by the Pierce Township Zoning Commission on August 4, 2015:

\_\_\_\_\_  
Karen Rebori, Vice-Chairman  
Pierce Township Zoning Commission

\_\_\_\_\_  
Date

DRAFT



## Economic Development Committee Charter, July 2015

The Economic Development Council (EDC)'s area of responsibility includes consultation and guidance of residential and business development that is in line with the stated Township Vision:

- Pierce is a great place for every phase of life, with productive citizens & community members.
- Pierce balances controlled growth and development with a rural, small-town feel; and preserves and promotes its historic and natural assets.

### Overall EDC Objectives:

1. Develop Pierce in line with stated Township vision by:
  - a. Identifying reliable, long-term income opportunities that will help limit individual tax burdens
  - b. Identifying developers and potential uses for available properties
  - c. Leading creation of an I-275/Ohio Pike corridor improvement plan (2020+)
2. Identify the highest potential regional development opportunities in Pierce Township and surrounding communities.
3. Provide input that enables Pierce Trustees to pursue opportunities that will:
  - a. Be profitable (or cost neutral) to the Township
  - b. Be consistent with overall community goals
  - c. Maintain the community's feel and natural assets

### Membership

The EDC is comprised of five members appointed by the Board of Trustees along with the Township Administrator as liaison to staff and the Board. In addition, subcommittees will be formed based on special interests and need.

### Near Term Plans (1 – 2 years)

1. Maintain an up-to-date inventory of current development properties, including:
  - a. Location and size
  - b. Land & building value
  - c. Infrastructure (water, sewer, electric, etc.)
2. Work with neighboring communities and regional agencies as appropriate (e.g. Amelia, Clermont County & Regional Economic Development groups such as REDI Cincinnati, etc.)
3. Seek input from developers/realtors/owners/citizens as to potential land uses
4. Prioritize inventory, using the following parameters:
  - a. Sales potential
  - b. Development opportunity
  - c. Township income stream
  - d. Viability relative to community (3c, above)
5. Review current zoning and potential zoning changes.
6. Identify potential collaborative opportunities (JEDs).
7. Develop a network of developers/realtors/brokers, etc.
8. Work with developed network and property owners to explore sales/development opportunities
9. Begin discussions with neighboring communities and Clermont County on long term visions for the State Route 125 corridor.

### Operating Principles

- Coordinate with Zoning Commission as appropriate
- Keep Trustees/public informed at Monthly meetings
- Utilize Trustee Executive Sessions ONLY as necessary (e.g. sales negotiations)

Pierce Township Trustees  
Meeting  
Minutes

May 13, 2015

The Board of Trustees of Pierce Township, Clermont County, Ohio met for their Regular Meeting at 5:30 PM, on Wednesday, May 13, 2015 at the Pierce Township Administration Building, 950 Locust Corner Road.

**CALL TO ORDER**

Chairman Robert Pautke, Mrs. Batchler and Mr. Riebel were present at Roll Call. Also present were: Township Administrator Tim Hershner, and Legal Counsel, Warren Ritchey, Fire Chief Wright, Assistant Fire Chief Light, Public Works Director Koehler, and Police Chief Bachman.

**Executive Session**

At 5:30 PM, Mrs. Batchler made a motion, seconded by Mr. Riebel to enter Executive to consider the employment, review negotiations and compensation of public employees pursuant to ORC 121.22 (1) with legal counsel, Tom Keating. Roll call on motion: All aye.

At 6:24 PM, Mr. Riebel made a motion, seconded by Mrs. Batchler, to leave executive session, with no action being taken the Board during the Executive Session

**MEETING RECONVENED**

At 6:33 PM, Chairman Pautke asked everyone to stand for the Invocation to start the Regular Meeting.

**INVOCATION**

Chairman Robert Pautke asked Rich Riebel to lead the meeting in prayer.

**PLEDGE OF ALLEGIANCE**

Mr. Pautke asked everyone to join the Board in the Pledge of Allegiance.

**Celebratory Events – 2 Items**

**1 - The Fire and Police Department – Thanked for Exceptional Service**

Chief Bachman read a letter addressed to both his department and the Fire/EMS Department thanking them by a resident who had recently found her husband dead and had called 911. This resident cited the Police and Fire/EMS department staff for their patience, respect and care during that night.

## **2 - Police Department – Officers Pelcha and Poe Commended**

Chief Bachman commended Officer John Pelcha and Sergeant Julie Poe for a recent detail in which a resident thanked both officers for their compassionate, and professional handling of their autistic 19 year old son.

## **Trustee Updates**

Trustee Robert Pautke offered the Board's condolences to Township Administrator Tim Hershner on the death of his father and to Attorney Tom Keating on the death of his mother.

Trustee Bonnie Batchler introduced Attorney Warren Ritchie and announced that it appeared there was an agreement with the Fire Union Local 4979 of IAFF was achieved which allowed a 2% pay increase effective next pay period and a 2% planned increase for 2016 with a re-opener provision that allows the Trustees to reopen the pay raise if the finances cannot support the planned 2% increase.

## **Resolution 015-006 – Union Agreement approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel to accept Resolution 015-006 and approve the Union agreement with our Pierce Township Fire Department employees through Local 4979 of IAFF as negotiated and presented. Roll call on motion: All aye.

## **Trustee Update**

Trustee Richard Riebel reported of the cooperative equipment sharing plan through the State of Ohio for villages and townships which allows communities such as Pierce Township to use "Share Ohio" and the 283 pieces of equipment available through the program when unique or large pieces of equipment are needed for work or repairs. This program will allow Pierce Township to borrow the equipment needed for duration of time, provided that the needed equipment is available, rather than renting, leasing or purchasing equipment and spending public funds.

Trustee Riebel also reported that he attended the National Day of Prayer and that the occasion allowed him to reflect and give thanks to our veterans and our Public Works, Police and Fire/Emergency employees.

Trustee Riebel also updated the residents on the request from Mark Cann for guardrail along the Pierce Township park walking track on Locust Corner Rd. Mr. Riebel reported that there is a main water feeder line which runs adjacent to the walking track which prevents the installation of a guardrail.

## **Resolution 015-007 – Bond Financing approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel to accept Resolution 015-007 authorizing the issuance and sale of \$190,848.62 of Ambulance Acquisition Bonds by Pierce Township @ a fixed rate of 2.3% through Park National Bank for a minimum period of five years, and a maximum maturity period of 10 years. See Resolution 015-007 attached. Roll call on motion: All aye.

### **Fire Truck – Emergency Repair Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of Fire Chief Wright; the Board approves the emergency repair expenditure in the amount of \$3,892.84 from Cincinnati Radiator, Inc. for the 2008 Suthpen Unit #5 Fire Truck repair retroactive to the invoice dated April 27, 2015. Roll call on motion: All aye.

### **Fire Truck – Emergency Repair Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of Fire Chief Wright, the Board approves the expenditure for the repairs of the 2008 Suthpen Unit #5 Fire Truck in the amount of \$5,746.79 from the Cincinnati Bridgeway Cummins Company reference estimate #242637 dated May 12, 2015 (see attached documentation). Roll call on motion: All aye.

## **FIRE LEVY – DISCUSSION AND CONSIDERATION**

The Board when notified during the April regular meeting by the Township Attorney that a ten (10) year Fire/EMS levy was not permissible by law and that the Board only had an option to place a 5 year levy or a continuing levy on the November ballot, opted to put the matter in the hands of the Finance Committee for review and a recommendation. The Board during this meeting, asked the Finance Committee to step forward to make a recommendation. Finance Committee members addressing the Board were: Greg Ossege, Stan Shadwell and Ben Pugh. The Finance Committee members reminded the Board and the residents in attendance that the Committee had been charged with doing what was BEST for the Township, and that after a full review of the options, the financial hardships facing the township and the age and wear of the Fire/Emergency equipment and the department need for stabilized funding to continue to serve the township residents, the Committee recommended to the Board a 2.1 mill continuing levy be placed on the November 3, 2015 ballot with a provision (Section 5) for an internal audit with all findings available to the public of all expenditures associated with the proceeds generated by this levy no later than five years after the passage and then a second audit conducted again, no later than ten years following the passage of the levy, with the purpose of these audits to allow the Board of Trustees to make a fiscally responsible determination concerning the advisability of the continuation of the levy.

### **Fire/Emergency Levy (Resolution 015-008) Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Finance Committee and the recommendation of the residents which currently make up the Fire/EMS Residents Committee, the Board adopts Resolution of Necessity as outlined in Resolution 015-008 (See attached). Roll call on motion: All aye.

### **Special Meeting Set for May 26, 2015**

Mrs. Batchler made a motion, seconded by Mr. Riebel to set a special meeting for May 26, 2015 at 5:30 PM after the County Auditor's certifies the Resolution of

Necessity, so that the Board can review the anticipated revenue figures from the Auditor's office and to authorize a 2.1 mill levy on the November ballot and to conduct any other business that may come before the board. Roll call on motion: All aye.

**August Regular Meeting Moved to August 19, 2015**

Mr. Riebel made a motion, seconded by Mrs. Batchler to move the Regular meeting for August from August 12, 2015 to August 19, 2015 at 5:30 PM. Roll call on motion: All aye.

**Budget Hearing Set for July 8, 2015**

Mr. Riebel made a motion, seconded by Mrs. Batchler to set the Budget Hearing for July 8<sup>th</sup>, for 6:00 PM. The Board noted this Budget hearing will begin after the Executive Session at 5:30 PM and before the Regular Meeting scheduled for 6:30 PM. Roll call on motion: All aye.

**October 14th Regular Meeting Moved to October 21, 2015**

Mr. Riebel made a motion, seconded by Mrs. Batchler to move the Regular meeting for October from October 14, 2015 to October 21, 2015 at 5:30 PM. Roll call on motion: All aye.

**Minutes for April 8, 2015 Records Commission Meeting - Approved**

Mr. Pautke made a motion, seconded by Mrs. Register to approve the Minutes of Records Commission for April 8, 2015 meeting minutes as presented. Roll call on motion: All Aye.

**Meeting Minutes for April 8, 2015 - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel to approve the Minutes of April 8, 2015 Regular meeting as modified. Roll call on motion: All Aye.

**Appointment of Karen Rebori – Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of Township Administrator Hershner that the Board approve the appointment of Karen Rebori to the Zoning Commission Board for a five year term from June 1, 2015 to May 31, 2020. Roll call on motion: All aye.

**Appointment of Tom Sill - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of Township Administrator Hershner that the Board approve the appointment of Tom Sill to the Zoning Commission Board for a two year term as an alternate from June 1, 2015 to May 31, 2017. Roll call on motion: All aye.

**Amendments to the Pierce Township Personnel Policies Manual – Accepted**

Mr. Pautke made a motion, seconded by Mr. Riebel that based upon the recommendation of Township Administrator Hershner, the Board amend the following from the Pierce Township Personnel Policies Manual to update section 10.19.1 Mileage reimbursement to read: "If an employee uses his or her private automobile for travel on

official business, the employee shall be compensated at the per-mile rate equal to that allowed by the Federal Government for private auto travel as approved by the Administrator Hershner. And employees who use personal vehicles for business purposes should check with their personal insurance carriers to determine whether they need business use endorsements on the policies.” Roll call on motion: All aye.

#### **Zoning Violations Officer Job Description - Revised**

Mr. Pautke made a motion, seconded by Mr. Riebel that based upon the recommendation of Township Administrator, that the Board update the Zoning Violations Officer job description to revise “Assistant Township Administrator” to read “Zoning Inspector” and add the following responsibilities to include: “Prepare Weekly Zoning Reports and Change the Message Board out in the front of the Township offices.” Roll call on motion: All aye.

#### **Resignation of Larry Gross – Accepted**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of Township Administrator Hershner; the Board accepts the resignation of part time Zoning Violation Officer Larry Gross effective May 23, 2015. Roll call on motion: All aye.

#### **Scott Melvin - Hired**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of Township Administrator Hershner; the Board hire Scott Melvin as part time Zoning Violation Officer effective May 18, 2015 at the established rate based upon successful completion of a background check and a physical with drug screen noting that all associated pre-employment expense be that of the township.. Roll call on motion: All aye.

#### **Declaring a Public Nuisance – Resolution 015-009 Adopted**

Mr. Riebel made a motion, seconded by Mrs. Batchler that the Board approves Resolution 015-009 declaring a public nuisance on property located at 3641 Lewis Road, also known as Clermont County Auditor parcel #282807A249. Roll call on motion: All aye.

#### **Bob Cat Sweeper Purchase – Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of Public Works Manager John Koehler; the Board approves the purchase of a 72 inch Sweeper in the amount of \$3,143.26 from BobCat Enterprises. Roll call on motion: All aye.

#### **Declaring a Public Nuisance – Resolution 015-010 Adopted**

Mr. Riebel made a motion, seconded by Mrs. Batchler that the Board approve Resolution 015-010 declaring a public nuisance on property located at 1298 State Route 749, also known as Clermont County Auditor parcel #272803H065. Roll call on motion: All aye

**Laura Bassett Raise – Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of Township Administrator Tim Hershner, to employ Laura Bassett, effective the current pay period May 10<sup>th</sup> – May 23<sup>rd</sup>, 2015 as the Township’s full time non-exempt Administrative Assistant continuing half time reporting to Zoning Inspector, Tim Hershner and additional half time to Public Works Manager, John Koehler at an hourly rate of \$17.30. Roll call on motion: All aye.

**Cody Smith Employment – Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of Township Public Works Manager John Koehler, to employ Cody Smith effective the current pay period May 10<sup>th</sup> – May 23<sup>rd</sup>, 2015 as the Township’s full time non-exempt Maintenance Worker reporting to Public Works Manager John Koehler at his hourly rate of \$18.31. Roll call on motion: All aye.

**Richard Riebel Nomination – Approved**

Mr. Pautke made a motion, seconded by Mrs. Batchler that based upon the recommendation of Township Administrator Hershner; the Board nominates Trustee Richard Riebel as the Township’s nomination for the Appointment to District #10 Public Works Integrating Committee. Roll call on motion: All aye.

**Fidelity Insurance for Eye Med Vision – Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Assistant to the Fiscal Officer, Claudia Carroll; the Board authorizes Administrator Hershner to renew the four (4) year contract with Fidelity Insurance for Eye Med Vision Care at no additional increase. Roll call on motion: All aye.

**Notice to Property Owner – Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler upon the request of the Public Works Manager, John Koehler and the recommendation of Township Legal Counsel Warren Ritchey, the Board approves the following Resolution:

Whereas this Board has been notified by the Public Works Manager John Koehler that the property owner @ 3644 Black Jack Trail has a ditch obstruction, the Board motions to authorize Mr. Koehler to personally deliver a written notice to the property owner to remove the obstruction and if the obstruction is not removed within five (5) days from receipt of the written notice, that the township shall remove said obstruction pursuant to Ohio Revised Code 5589.06. The cost incurred by the Township shall be recovered from the property owner pursuant to law. Roll call on motion: All aye.

**Fiscal Office Reports and Motions**

The fiscal office included and provided a cash summary by fund, a bank reconciliation report, receipt account status report and an appropriation status report to the Board of Trustees and requested the following motions.

**April 8, 2015 - Payroll - Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Township Fiscal Officer; the Board approves the Payroll from April 8, 2015 in the amount of \$113,609.14 as previously provided. Roll call on motion: All aye.

**Payment of Bills – April 10, 2015 – Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Township Fiscal Officer; the Board approves the bills from 04/10/15 in the amount of \$130,885.89 as previously provided. Roll call on motion: All aye.

**Payment of Bills – April 21, 2015 - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Township Fiscal Officer; the Board approves the bills from April 21, 2015 in the amount of \$164,078.97 as previously provided. Roll call on motion: All aye.

**April 22, 2015 – Payroll - Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Township Fiscal Officer; the Board approves the Payroll from April 22, 2015 in the amount of \$133,040.99 as previously provided. Roll call on motion: All aye.

**Payment of Bills - April 24, 2015 - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Township Fiscal Officer; the Board approves the bills from April 24, 2015 in the amount of \$43,211.56 as previously provided. Roll call on motion: All aye.

**Payment of Bills – April 28, 2015 – Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Township Fiscal Officer; the Board approves the bills from April 28, 2015 in the amount of \$17,918.09 as previously provided. Roll call on motion: All aye.

**Payment of Bills – April 30, 2015 - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Township Fiscal Officer; the Board approves the bills from April 30, 2015 in the amount of \$54,081.78 as previously provided. Roll call on motion: All aye.

**ADJOURNMENT**

At 9:42 PM, Mr. Riebel made a motion, seconded by Mrs. Batchler to adjourn the meeting. Roll call on motion: All aye.

ATTESTED:

The Pierce Township approved the foregoing minutes of the Board of Trustees on:

---

Karen Register, Township Fiscal Officer

---

Mr. Robert Pautke, Chairman  
Pierce Township Board of Trustees

Pierce Township Trustees  
Meeting Minutes

July 8, 2015

The Board of Trustees of Pierce Township, Clermont County, Ohio met for their Regular Meeting at 5:35 PM, on Wednesday, July 8, 2015 at the Pierce Township Administration Building, 950 Locust Corner Road.

**CALL TO ORDER**

Chairman Robert Pautke, Mrs. Batchler and Mr. Riebel were present at Roll Call. Also present were: Legal Counsel, Thomas Keating and Public Works Manager, John Koehler.

**Executive Session**

At 5:35 PM, Mr. Riebel made a motion, seconded by Mrs. Batchler to enter Executive session pursuant to ORC 121.22 (1) to consider the employment and compensation of public employees. Roll call on motion: All aye.

At 6:10 PM, Mr. Riebel made a motion, seconded by Mrs. Batchler, to leave executive session, with no action being taken the Board during the Executive Session

**MEETING RECONVENED**

At 6:54 PM, Chairman Pautke asked everyone to stand for the Invocation to start the Regular Meeting. Other members in attendance, Police Chief Bachman, Assistant Fire Chief Scott Light, Public Works Manager John Koehler and Assistant to the Fiscal Officer, Claudia Carroll.

**INVOCATION**

Chairman Robert Pautke asked Rich Riebel to lead the meeting in prayer.

**PLEDGE OF ALLEGIANCE**

Mr. Pautke led the Board and residents in the Pledge of Allegiance.

**Celebratory Events – Community Updates**

**1 – Community Survey Results – George Carpenter**

Mr. Pautke invited Mr. George Carpenter to present the results of the recent community survey. Mr. Carpenter provided an overhead presentation of the results, explaining that the response rate was slightly over 10%, which provided a 95% confidence level and that the responses gave great insight into the attitudes and opinions of the Pierce Township residents and business owners towards services, parks and satisfaction with living in Pierce Township.

**2 – OGSM – Update**

Mr. Pautke gave an update on the OGSM plan for the Township, noting the significant progress in the planning and the value in the planning process for the Township.

**3. Guests**

The Board introduced Jason Nagel, and Mr. Nagel requested permission to introduce himself and to address the residents. Mr. Nagel announced that he was a candidate on the November ballot for Municipal Judge. Mr. Nagel shared that he has been an attorney for

sixteen years and serves as an Assistant Clermont County Prosecutor. Mr. Nagel explained that Judge Pattison is retiring due to age restrictions which left an open seat, and that as a dedicated family man with a strong experience in public service, he decided to run for the upcoming open seat for Municipal Judge.

The Board introduced Marty Kleinfelter, President and Emme Steel and allowed Ms. Kleinfelter to give an update on the new initiative called vote411.org which gives voter information on candidates and issues. This 411.org allows voters to submit questions to candidates, and allows candidates to post up information and overviews of their credentials, experience and qualifications.

#### **4. The Landing Restaurant**

Mr. Riebel announced that Pete Kambelas, a township resident has recently purchased the Landing Restaurant.

#### **5. Poochies Restaurant's Anniversary**

Mr. Pautke noted that Poochies Restaurant near the new Kroger's had recently celebrated two years in business.

#### **6. New Ambulance**

Mrs. Batchler shared that recently that Assistant Fire Chief Scott Light, she and other Fire Department members had traveled to Columbus to meet with Horton Ambulance to check on the status on the ambulance that is on order. Mrs. Batchler was happy to report that the order of the new ambulance is ahead of production schedule and the new ambulance may be received before the end of the year.

#### **7. Fire Levy Committee**

Mark Cann provided an update regarding the progress of the Volunteer Fire Levy Committee and their plans to educate the residents on the need to pass a Fire/EMS levy in November.

#### **8. Mr. Keating - Fire/Emergency Levy Resolution 015-012**

Mr. Keating explained that the Clermont County Board of Elections recommended adopting Resolution 015-012 to retract and resubmit Resolution 015-011. Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Township Legal Counsel, Tom Keating that the Board amend and adopt Resolution 015-012 withdrawing former resolution 015-011 and submitting amended resolution 015-011 to the Clermont County Board of Elections as attached. Roll call on motion: All aye.

#### **9. Fourth of July Parade**

Mr. Pautke shared that the 2015 Fourth of July Parade sponsored by the Legendary Home Owners Association had a wonderful turnout and Mr. Pautke thanked everyone for all the efforts and LHOA for the food and prizes.

#### **Detective Buckler – Allowed to Carry Over 21 Vacation Hours**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of Police Chief Bachman; the Board approves Detective Michael Buckler to be allowed to carry over 21 hours of vacation time. Detective Buckler's anniversary date is August 21, 1989. The 21 hours will be used by December 31, 2015. Roll call on motion: All aye.

### **Fiscal Office Reports and Motions**

The fiscal office included and provided a cash summary by fund, a bank reconciliation report, receipt account status report and an appropriation status report to the Board of Trustees and requested the following motions.

### **Payment of Bills – June 5, 2015 – Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Assistant to the Township Fiscal Officer, Claudia Carroll; the Board approves the bills from 06/05/15 in the amount of \$240,793.77 as previously provided. Roll call on motion: All aye

### **Payment of Bills – June 15, 2015 - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Assistant to the Township Fiscal Officer, Claudia Carroll; the Board approves the bills from June 15, 2015 in the amount of \$156,555.57 as previously provided. Roll call on motion: All aye.

### **June 17, 2015 - Payroll - Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Assistant to the Township Fiscal Officer, Claudia Carroll, that the Board approves the Payroll from June 17, 2015 in the amount of \$148,854.16 as previously provided. Roll call on motion: All aye.

### **Payment of Bills – June 19, 2015 - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Assistant to the Township Fiscal Officer, Claudia Carroll; the Board approves the bills from June 19, 2015 in the amount of \$9,024.82 as previously provided. Roll call on motion: All aye.

### **Payment of Bills – June 26, 2015 – Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Assistant to the Township Fiscal Officer, Claudia Carroll; the Board approves the bills from 06/26/15 in the amount of \$39,937.20 as previously provided. Roll call on motion: All aye

### **July 01, 2015 – Payroll - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Assistant to the Township Fiscal Officer, Claudia Carroll; the Board approves the Payroll from July 1, 2015 in the amount of \$104,878.95 as previously provided. Roll call on motion: All aye.

### **Payment of Bills – June 30, 2015 – Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Assistant to the Township Fiscal Officer, Claudia Carroll; the Board approves the bills from 06/30/15 in the amount of \$40,171.86 as previously provided. Roll call on motion: All aye

### **Depository Agreement for Riverhills Bank - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Township Fiscal Officer, Karen Register; the Board approves the

depository agreement for Riverhills Bank for the term of 08/31/2015 to 08/31/2019. Roll call on motion: All aye.

**Depository Agreement for Fifth Third Bank - Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler that based upon the recommendation of the Township Fiscal Officer, Karen Register; the Board approves the depository agreement for Fifth Third Bank for the term of 07/10/2015 to 07/09/2020. Roll call on motion: All aye.

**Depository Agreement for PNC Bank - Approved**

Mrs. Batchler made a motion, seconded by Mr. Riebel that based upon the recommendation of the Township Fiscal Officer, Karen Register; the Board approves the depository agreement for PNC Bank for the term of 07/10/2015 to 07/09/2020. Roll call on motion: All aye.

**Minutes for June 10, 2015 Regular Meeting - Approved**

Mr. Riebel made a motion, seconded by Mrs. Batchler to approve the Minutes of Regular meeting of June 10, 2015 as presented. Roll call on motion: All Aye.

**ADJOURNMENT**

At 8:23 PM, Mrs. Batchler made a motion, seconded by Mr. Riebel to adjourn the meeting. Roll call on motion: All aye.

ATTESTED:

The Pierce Township approved the foregoing minutes of the Board of Trustees on: \_\_\_\_\_

Karen Register, Township Fiscal Officer

\_\_\_\_\_  
Mr. Robert Pautke, Chairman  
Pierce Township Board of Trustees

Pierce Township Trustees  
Meeting  
Minutes

July 8, 2015 6:30 PM

The Board of Trustees of Pierce Township, Clermont County, Ohio met in Special Session for the purpose of reviewing the proposed 2016 Budget at 6:30 PM, on Wednesday July 8, 2015 at the Pierce Township Administration Building, 950 Locust Corner Road.

**CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

Chairman Robert Pautke called the meeting to order. Board members answering roll call: Mr. Robert Pautke, Mr. Richard Riebel and Mrs. Bonnie Batchler. Also present Township Attorney Tom Keating.

**BUDGET REVIEW AND ADOPTION**

Chairman Robert Pautke announced the purpose of the meeting before inviting Mrs. Register to present the proposed 2016 Budget.

Mrs. Register began review of the 2016 budget with the Board, noting that Board members had met with her individually to review the Budget prior to this evening's Budget hearing.

**2016 Budget - Approved and Adopted**

A motion was made by Mrs. Bonnie Batchler and seconded by Mr. Riebel that based upon the review and recommendation that the Board approve the proposed 2016 Budget and authorize Karen Register to file the 2016 Budget with the Auditor's Office Roll call on motion: All aye. It was noted that Tim Hershner will again need to increase the amount of the assessment per Legendary Homeowner for the Legendary Run Lighting District, see Fund 7, effective in 2016 to avoid a shortfall in Fund #7.

**ADJOURNMENT**

At 6:54 PM, Mr. Riebel made a motion, seconded by Mrs. Batchler that the meeting be adjourned. Roll call on motion: All aye.

ATTESTED:

The Pierce Township approved the foregoing minutes of the Board of Trustees on:

\_\_\_\_\_  
Karen Register, Township Fiscal Officer

\_\_\_\_\_  
Mr. Robert Pautke, Chairman  
Pierce Township Board of Trustees

**Pierce Township**

950 Locust Corner Road  
Cincinnati, Ohio 45245

513-752-6262 fax 513-752-8963

Date of Request: 08/02/2015

**PURCHASE ORDER REQUEST**

**Vendor**

Name: Tristate Biomedical Solutions  
Address: 7934 Tanners Gate Lane  
City: Florence St: KY Zip: 41042  
Phone #: 1-866-604-0049

Requesting Department: Fire EMS

Signature: J. Scott Light

| Quantity | Units | Description               | Unit Price | TOTAL      |
|----------|-------|---------------------------|------------|------------|
| 2        | 2     | System Board              | \$2,867.99 | \$5,735.98 |
| 2        | 2     | Shipping for System Board | \$350.00   | \$700.00   |
| 2        | 2     | Labor                     | \$15.00    | \$30.00    |

Sub Total \$6,465.98

Shipping \$ -

**TOTAL \$6,465.98**

**Purchase Order Details**

Clerk to mail PO to Vendor  
Copy PO to Department Head  
Copy PO to Administrator  
PO requires Trustee Signatures

Date Purchase Order Needed: \_\_\_\_\_

**APPROVAL**

Department Head: J. Scott Light

Date: 08/02/15

Administrator: \_\_\_\_\_

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

**Special Notes / Remarks**

EMS Fund (28)

Equip. Repairs

**Pierce Township**

950 Locust Corner Road

Cincinnati, Ohio 45245

513-752-6262 fax 513-752-8963

Date of Request: 07/09/2015

**PURCHASE ORDER REQUEST**

**Vendor**

Name: Alberts Mens Shop  
 Address: 809 Monmouth Street  
 City: Newport St. KY Zip: 41071  
 Phone #: (859)261-9508

Requesting Department : Fire

Signature: 

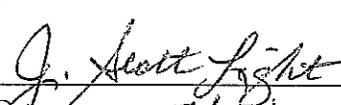
| Quantity     | Units | Description | Unit Price | TOTAL             |
|--------------|-------|-------------|------------|-------------------|
| 1            | -     | Uniforms    | \$7,165.27 | \$ 7,165.27       |
| Sub Total    |       |             |            | \$ 7,165.27       |
| Shipping     |       |             |            | \$ -              |
| <b>TOTAL</b> |       |             |            | <b>\$7,165.27</b> |

**Purchase Order Details**

Clerk to mail PO to Vendor  
 Copy PO to Department Head  
 Copy PO to Administrator  
 PO requires Trustee Signatures

Date Purchase Order Needed: \_\_\_\_\_

**APPROVAL**

Department Head: 

Date: 07/09/15

Administrator: \_\_\_\_\_

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

**Special Notes / Remarks**

Wearing Apparel

Fire + EMS

**Pierce Township**

950 Locust Corner Road  
Cincinnati, Ohio 45245

513-752-6262 fax 513-752-8963

Date of Request: 07/09/2015

**PURCHASE ORDER REQUEST**

**Vendor**  
 Name: Betty's Stitches  
 Address: 606 1/2 Ohio Street  
 City: Georgetown St. OH Zip: 45121  
 Phone #: (513)403-9691

Requesting Department: Fire  
 Signature: 

| Quantity | Units | Description | Unit Price | TOTAL       |
|----------|-------|-------------|------------|-------------|
| 1        | -     | Uniforms    | \$2,640.69 | \$ 2,640.69 |

|              |    |                   |
|--------------|----|-------------------|
| Sub Total    | \$ | 2,640.69          |
| Shipping     | \$ | -                 |
| <b>TOTAL</b> |    | <b>\$2,640.69</b> |

**Purchase Order Details**  
 Clerk to mail PO to Vendor  
 Copy PO to Department Head  
 Copy PO to Administrator  
 PO requires Trustee Signatures  
 Date Purchase Order Needed: \_\_\_\_\_

**APPROVAL**  
 Department Head: J. Scott Light  
 Date: 07/09/15  
 Administrator: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Special Notes / Remarks**  
Wearing Apparel  
Fire and EMS

**Pierce Township**

950 Locust Corner Road  
Cincinnati, Ohio 45245

513-752-6262 fax 513-752-8963

Date of Request: 07/03/2015

**PURCHASE ORDER REQUEST**

**Vendor**  
 Name: Galls  
 Address: P.O. Box 54308  
 City: Lexington St: KY Zip: 40555-43088  
 Phone #: (800)876-4242

Requesting Department : Fire  
 Signature: [Signature] (4/11)

| Quantity | Units | Description         | Unit Price | TOTAL       |
|----------|-------|---------------------|------------|-------------|
| 1        | -     | Uniforms (11 items) | \$5,998.10 | \$ 5,998.10 |

|              |    |                   |
|--------------|----|-------------------|
| Sub Total    | \$ | 5,998.10          |
| Shipping     | \$ | 8.95              |
| <b>TOTAL</b> |    | <b>\$6,007.05</b> |

**Purchase Order Details**  
 Clerk to mail PO to Vendor  
 Copy PO to Department Head  
 Copy PO to Administrator  
 PO requires Trustee Signatures

Date Purchase Order Needed: ASAP

**APPROVAL**

Department Head: [Signature]  
 Date: 7/06/15

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

Special Notes / Remarks

DONATION AGREEMENT AND RELEASE AND WAIVER OF  
LIABILITY AND INDEMNIFICATION AGREEMENT FOR  
RECEIPT OF DONATED EQUIPMENT

WHEREAS, the Board of Trustees, Pierce Township, Clermont County, Ohio (hereinafter, "Township") desires to donate AS IS WITH ALL FAULTS and is NO LONGER USEFUL FOR TOWNSHIP PURPOSES, the specific equipment described in exhibit A to

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WHEREAS, the recipient \_\_\_\_\_ (hereinafter "RECIPIENT") of the specific donated equipment listed below acknowledges that proper use of the equipment may require maintenance and extensive training;

WHEREAS, the RECIPIENT acknowledges that the RECIPIENT remains responsible for obtaining any necessary maintenance and training in order to use the donated equipment;

WHEREAS, the RECIPIENT acknowledges that the RECIPIENT holds all responsibility for proper operation of the donated equipment.

NOW, THEREFORE, the RECIPIENT agrees to the following waiver of liability and indemnity provisions:

1. Receipt of Equipment. The RECIPIENT acknowledges receipt of the following equipment donated by the TOWNSHIP to the RECIPIENT, ("Donated Equipment"):
2. No Warranties. The TOWNSHIP, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment. The RECIPIENT further understands that the equipment donated by the TOWNSHIP does not meet current nationally recognized standards.
3. Waiver of Liability. RECIPIENT does hereby waive, release, and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Equipment. The entire risk as to the performance of the Donated Equipment is assumed by RECIPIENT. In no event shall the TOWNSHIP or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Equipment. The above limitations on liability apply even though the TOWNSHIP may have been advised of the possibility of such damage.
4. Indemnification. RECIPIENT agrees to indemnify and hold harmless the TOWNSHIP from any and all claims, liability and damages, arising from the use of the Donated

Equipment except those arising from the sole negligence or willful misconduct of the TOWNSHIP.

RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN RECIPIENT AND THE TOWNSHIP. THE RECIPIENT HAS THOROUGHLY EXAMINED THE DONATED EQUIPMENT, AND ACCEPTS IT IN ITS PRESENT CONDITION.

\_\_\_\_\_  
Signature of RECIPIENT Authorized to Execute this Agreement      Date

\_\_\_\_\_  
Signature of TOWNSHIP Representative      Date

2001-2002 Surplus turnout gear

| Coat Serial # |         |      |         |
|---------------|---------|------|---------|
| Shell         | Liner   | Year | Size    |
| 3613161       | 3613162 | 2001 | 42/32 S |
| 3651211       | 3651212 | 2001 | 52/29 R |
| 3329361       | 3329362 | 2001 | 46/32 R |
| 3442101       | 3442102 | 2001 | 36/32 R |
| 2865581       | 2865582 | 2001 | 38/29 R |
|               |         |      |         |
| 4441731       | 4441732 | 2002 | 50/32 L |
| 3953071       | 3953072 | 2002 | 48/32 R |
| 3953061       | 3953062 | 2002 | 42/32 R |
| 4441701       | 4441702 | 2002 | 52/32 R |
| 4441651       | 4441652 | 2002 | 42/32 R |
| 4107461       | 4107462 | 2002 | 48/32 S |
| 4107501       | 4107502 | 2002 | 44/32 R |
| 4107451       | 4107452 | 2002 | 48/32 S |
| 4107491       | 4107492 | 2002 | 42/32 R |
| 3953041       | 3953042 | 2002 | 44/32 S |
| 4107511       | 4107512 | 2002 | 44/32 R |
| 4107441       | 4107442 | 2002 | 40/29 R |
| 4441661       | 4447662 | 2002 | 44/32 R |

| Pants Serial # |         |      |       |
|----------------|---------|------|-------|
| Shell          | Liner   | Year | Size  |
| 3445611        | 3445612 | 2001 | 40S   |
| 3331511        | 3331512 | 2001 | 42S   |
| 2880931        | 2880932 | 2001 | 46R   |
| 3641461        | 3641461 | 2001 | 40L   |
| 3641461        | 3641462 | 2001 | 52S   |
| 3641471        | 3641471 | 2001 | 30R   |
| 3651341        | 3651342 | 2001 | 52L   |
| 3614201        | 3614202 | 2001 | 42/34 |
| 2880901        | 2880902 | 2001 | 32R   |
| 3405311        | 3405311 | 2001 | 44S   |
| 2880941        | 2880941 | 2001 | 42L   |
| 3445601        | 3445602 | 2001 | 38S   |
|                |         |      |       |
| 4458531        | 4458532 | 2002 | 40S   |
| 4110541        | 4110541 | 2002 | 36R   |
| 4458571        | 4458572 | 2002 | 46R   |
| 4110571        | 4110572 | 2002 | 38R   |
| 3963641        | 3963642 | 2002 | 32R   |
| 4458621        | 4458622 | 2002 | 42XL  |
| 4458611        | 4458612 | 2002 | 44L   |
| 4110561        | 4110562 | 2002 | 38R   |
| 3956691        | 3956692 | 2002 | 46L   |
| 4458601        | 4458602 | 2002 | 40L   |

| Boots       |      |
|-------------|------|
| Serial #    | Size |
| WP310088495 | 11   |
| WP310068546 | 6    |
| WP310089342 | 9    |
| WP310089024 | 9    |
| WP310029756 | 8    |
| WP310054809 | 11   |
| WP310068061 | 9.5  |
| WP310171230 | 11   |
| WP310067980 | 10.5 |
| WP310076174 | 9    |
| WP310052904 | 10   |
| WP?         | ?    |



# SWOP4G

SOUTHWEST OHIO  
PURCHASING FOR  
GOVERNMENT

**June 18, 2015**

**TO: Participants in the Highway Rock Salt Bid**

We opened the bids for the rock salt yesterday (Wednesday, June 18, 2015). Attached is a bid tab for your review.

Six bidders (one No-bid) bid the 122,435 Tons of salt for 73 entities. Of this tonnage, Compass Minerals gave the low bid for 118,435 Tons (96.73%) and Detroit was low for 4,000 Tons (3.27%). This pricing is based on dumped salt, and does not take into consideration piling charges. You will want to carefully evaluate the bids, since piling charges will change the overall bid price if you need a piler. The apparent low bidder may not be low for your entity when piling charges are figured in.

As in past bids, this bid was written to allow each entity the right to require a performance bond. If you require a bond, notify the company when you place your order. They should send you a copy.

I am recommending each entity make the award to the company giving the lowest and best price for that entity. When determining lowest and best bid, be sure to note piler charges (see the last page of the bid tab). You will need to choose the lowest and best bid for your entity and make your own award, using your normal award process (purchase order, letter of intent, etc.). Also note on your order whether you need a piler with your delivery. As in the past, your orders need to reference the SWOP4G bid coordinated by the City of Middletown. Please let me know who you place your final order with so I can note it to the file. A short e-mail to [koppinl@mcoho.org](mailto:koppinl@mcoho.org), or a quick call to 937-225-4759, would be fine. **If you award to other than the low bidder on the bid tab (considering piling charges), please call me to discuss so I have an answer for the salt companies when they call to ask why they were not awarded the bid. The integrity of the bid rests on placing orders with the low bidder.** If you have specific reasons why you can't go with the low bidder, please call me to discuss.

If anyone needs the bid sent to them, please let me know via e-mail: [koppinl@mcoho.org](mailto:koppinl@mcoho.org). I will send the corresponding bid to the e-mail requesting it.

Please notify the supplier as soon as you are able of your intent to award so they may get you set up in their delivery system and be prepared for your orders when the weather starts rolling in.

Orders may be placed by contacting one of the following companies:

**Compass Minerals America Inc.**

9900 West 109<sup>th</sup> St.  
Overland Park, KS 66210  
800/323-1641  
913/338-7945 – fax  
Contact: Julia Yates

[highwaygroup@compassminerals.com](mailto:highwaygroup@compassminerals.com)

**The Detroit Salt Company**

12841 Sanders Street  
Detroit, MI 48217  
313/841-5144  
313/841-0466 - fax  
Contact: G. Hopkins

[orders@detroitsalt.com](mailto:orders@detroitsalt.com)

Please call me at 937-225-4759, or e-mail me at [koppinl@mcoho.org](mailto:koppinl@mcoho.org) if you have any questions or problems during the season. I need to know whenever problems arise so I'm prepared to go to bat for other entities that may be having the same problems.

Lisa Koppin, CPPB  
SWOP4G / Past Chair, Salt Bid Coordinator

| SWOP4G 2015/16 ROAD SALT BID 15-7702-06 TABULATION |                           |       | Cargill | Morton  | Compass | American | Detroit | Central |
|--|---------------------------|-------|---------|---------|---------|----------|---------|---------|
| 1  | Batavia Twp               | 1,200 | \$88.21 | \$78.71 | \$63.38 | NB       | NB      | NB      |
| 2  | Bath Twp                  | 600   | \$85.79 | \$83.71 | \$68.42 | NB       | NB      | NB      |
| 3  | Beavercreek Twp           | 1,000 | \$85.29 | \$83.71 | \$67.89 | NB       | NB      | NB      |
| 4  | Beavercreek City          | 6,000 | \$84.22 | \$73.71 | \$67.89 | NB       | NB      | NB      |
| 5  | Bexley, City of           | 100   | \$75.89 | NB      | \$69.22 | \$85.10  | \$72.03 | NB      |
| 6  | Blendon Twp               | 400   | \$75.76 | NB      | \$70.21 | \$85.80  | \$72.03 | NB      |
| 7  | Butler Twp                | 1,000 | \$85.73 | \$83.71 | \$67.23 | NB       | \$73.55 | NB      |
| 8  | Cedarville Village        | 200   | \$85.76 | \$83.71 | \$68.42 | NB       | NB      | NB      |
| 9  | Central Ohio Transit Auth | 400   | \$74.52 | NB      | \$69.25 | \$84.65  | \$72.03 | NB      |
| 10   | Clearcreek Twp            | 1,800 | \$83.32 | \$73.71 | \$65.17 | NB       | \$69.35 | NB      |
| 11   | Clermont County           | 8,000 | \$79.86 | \$78.71 | \$63.84 | NB       | NB      | NB      |
| 12   | Clinton Twp               | 250   | \$75.89 | NB      | \$68.59 | \$84.60  | \$72.03 | NB      |
| 13   | Concord Twp               | 1,250 | \$73.82 | NB      | \$71.51 | \$86.95  | \$66.50 | NB      |
| 14   | Dayton City Schools       | 300   | \$86.82 | \$83.71 | \$67.23 | NB       | \$73.55 | NB      |
| 15   | Dayton City               | 5,000 | \$84.67 | \$78.71 | \$67.23 | NB       | NB      | NB      |
| 16   | Dublin, City of           | 2,000 | \$74.71 | NB      | \$70.21 | \$84.50  | NB      | NB      |
| 17   | Englewood City            | 1,600 | \$85.76 | \$83.71 | \$67.89 | NB       | \$73.55 | NB      |
| 18   | Evendale Village          | 300   | \$84.83 | \$78.71 | \$62.91 | NB       | NB      | NB      |
| 19   | Farmersville Village      | 200   | \$87.93 | \$83.71 | \$66.06 | NB       | \$73.55 | NB      |
| 20   | Genoa Twp                 | 1,000 | \$73.71 | NB      | \$70.21 | \$85.50  | \$66.50 | NB      |
| 21   | German Twp                | 500   | \$86.33 | \$83.71 | \$66.06 | NB       | \$73.55 | NB      |
| 22   | Germantown                | 850   | \$84.76 | \$83.71 | \$66.06 | NB       | \$73.55 | NB      |
| 23   | Glendale Vill             | 400   | \$83.83 | \$78.71 | \$62.63 | NB       | NB      | NB      |
| 24   | Goshen Twp                | 700   | \$85.57 | \$78.71 | \$64.29 | NB       | NB      | NB      |
| 25   | Grandview Heights City    | 500   | \$75.76 | NB      | \$69.22 | \$84.60  | \$72.03 | NB      |
| 26   | Greater Dayton RTA        | 500   | \$86.58 | \$83.71 | \$67.23 | NB       | \$73.55 | NB      |
| 27   | Greene County             | 7,500 | \$84.22 | \$83.71 | \$67.23 | NB       | NB      | NB      |
| 28   | Harlem Township           | 250   | \$74.68 | NB      | \$70.21 | \$85.50  | \$66.50 | NB      |
| 29   | Harrison Twp-Mont         | 1,500 | \$86.62 | \$78.71 | \$67.23 | NB       | \$73.55 | NB      |
| 30   | Hilliard City             | 1,500 | \$73.89 | NB      | \$69.29 | \$86.60  | NB      | NB      |
| 31   | Huber Heights             | 3,000 | \$84.78 | \$78.71 | \$67.89 | NB       | NB      | NB      |
| 32   | Indian Hill               | 3,000 | \$83.22 | \$78.71 | \$62.97 | NB       | NB      | NB      |
| 33   | Jackson Twp               | 175   | \$88.81 | \$83.71 | \$66.06 | NB       | \$73.55 | NB      |
| 34   | Jefferson Twp             | 700   | \$86.77 | \$83.71 | \$67.23 | NB       | \$73.55 | NB      |
| 35   | Kettering City            | 6,500 | \$84.56 | \$73.71 | \$66.89 | NB       | NB      | NB      |
| 36   | Mad River School          | 160   | \$86.93 | \$83.71 | \$67.89 | NB       | \$73.55 | NB      |
| 37   | Mason City                | 1,000 | \$83.32 | \$73.71 | \$63.38 | NB       | \$69.35 | NB      |
| 38   | Miami County              | 5,500 | \$86.74 | NB      | \$70.01 | NB       | \$72.98 | NB      |
| 39   | Miami Twp Clermont        | 2,500 | \$82.97 | \$83.71 | \$62.97 | NB       | NB      | NB      |
| 40   | Miami Twp Montgomery      | 2,700 | \$86.73 | \$78.71 | \$66.06 | NB       | NB      | NB      |
| 41   | Miamisburg City           | 3,500 | \$86.53 | \$78.71 | \$66.06 | NB       | NB      | NB      |
| 42   | Middletown                | 4,500 | \$79.41 | \$78.71 | \$64.33 | NB       | \$69.31 | NB      |

#### EXCEPTIONS

**CARGILL:** Pricing for entities on the pricing page which list "North Bend, Ohio" as the "Stockpile/Mine Location" will be effective for Product ordered by August 1, 2015 for delivery from June 17, 2015 through December 31, 2015 only ("Effective Dates"). Cargill may extend the Effective Dates for orders and/or delivery upon mutual agreement with the individual entity or entities.

**All other entities** on the bid that do not list "North Bend, Ohio" as a "Stockpile/Mine Location" will be subject to the effective dates contained in the original Bid Package.

**To accept the Product price(s)** offered in Cargill's bid, Cargill must receive written notice of intent to award by June 30, 2015 ("Acceptance Period").

**DETROIT: Bidder's quantity commitment** is limited to 100% of the Estimated Quantity stated in the INVITATION TO BID. In general, delivery of any quantity in excess of the Estimated Quantity will be subject to availability (in light of other commitments of the Bidder) and will be at the then applicable price for "spot purchases" of rock salt.

**Deliveries will be made** within 3-5 business days after Detroit Salt receives a written notice from the individual entity specifying the quantity of salt required.

**The Detroit Salt Company** will issue its Invoice to each entity for daily deliveries, each Invoice will be payable in full within 30 days after the date of the Invoice; any amount of the Invoice not paid when due will bear interest from its due date to the date of payment at the rate of 15% per annum; and if any amount due under an Invoice is not paid within 45 days after its due date, then Detroit Salt will have the right to suspend any further deliveries to the location until that invoice is paid in full.

|    |                         |       |                         |         |         |         |         |        |
|----|-------------------------|-------|-------------------------|---------|---------|---------|---------|--------|
| 43 | Milford City            | 750   | \$84.29                 | \$78.71 | \$62.97 | NB      | NB      | NB     |
| 44 | Monroe City             | 2,000 | \$83.29                 | \$78.71 | \$64.03 | NB      | \$69.31 | NB     |
| 45 | Mont. County Engineer   | 7,000 | \$85.76                 | \$78.71 | \$66.82 | NB      | NB      | NB     |
| 46 | Mont. County Facilities | 100   | \$85.76                 | \$78.71 | \$67.23 | NB      | \$73.55 | NB     |
| 47 | Moraine City            | 1,500 | \$85.76                 | \$83.71 | \$66.89 | NB      | \$73.55 | NB     |
| 48 | New Albany              | 500   | \$75.76                 | NB      | \$70.21 | \$84.65 | NB      | NB     |
| 49 | New Carlisle            | 300   | \$84.76                 | NB      | \$68.77 | NB      | \$69.31 | NB     |
| 50 | Oakwood City            | 1,000 | \$85.76                 | \$83.71 | \$66.89 | NB      | \$73.55 | NB     |
| 51 | Obetz Village           | 300   | \$75.89                 | NB      | \$68.59 | \$85.10 | \$72.03 | NB     |
| 52 | Pierce Twp              | 1,400 | \$83.36                 | \$78.71 | \$62.97 | NB      | NB      | NB     |
| 53 | Piqua City              | 2,500 | \$85.89                 | NB      | \$71.98 | NB      | \$72.98 | NB     |
| 54 | Powell City             | 1,500 | \$73.89                 | NB      | \$70.21 | \$86.50 | \$66.50 | NB     |
| 55 | Reynoldsburg            | 1,500 | \$73.89                 | NB      | \$69.22 | \$85.10 | \$72.03 | NB     |
| 56 | Riverside City          | 3,500 | \$85.59                 | \$78.71 | \$67.89 | NB      | NB      | NB     |
| 57 | Sugarcreek Twp          | 1,500 | \$85.29                 | \$73.71 | \$66.89 | NB      | NB      | NB     |
| 58 | Tate Twp                | 300   | \$85.29                 | \$78.71 | \$64.99 | NB      | NB      | NB     |
| 59 | Trenton City            | 400   | \$84.28                 | \$78.71 | \$64.03 | NB      | \$69.31 | NB     |
| 60 | Trotwood City           | 1,500 | \$85.76                 | \$83.71 | \$67.89 | NB      | \$73.55 | NB     |
| 61 | Union Twp               | 2,500 | \$82.97                 | \$78.71 | \$62.97 | NB      | NB      | NB     |
| 62 | Union City              | 400   | \$86.31                 | \$83.71 | \$67.89 | NB      | \$73.55 | NB     |
| 63 | Vandalia City           | 2,000 | \$85.68                 | \$78.71 | \$67.89 | NB      | NB      | NB     |
| 64 | Washington Twp- Mont    | 1,500 | \$86.58                 | \$78.71 | \$66.06 | NB      | \$73.55 | NB     |
| 65 | Washington Twp-Cler     | 100   | \$84.29                 | \$78.71 | \$64.29 | NB      | NB      | NB     |
| 66 | West Carrollton         | 800   | \$86.31                 | \$83.71 | \$66.06 | NB      | \$73.55 | NB     |
| 67 | West Jefferson Village  | 500   | \$76.82                 | NB      | \$69.29 | \$85.10 | \$73.55 | NB     |
| 68 | West Milton             | 300   | \$87.59                 | NB      | \$68.77 | NB      | \$72.98 | NB     |
| 69 | Whitehall               | 2,500 | \$74.71                 | NB      | \$69.22 | \$85.10 | NB      | NB     |
| 70 | Williamsburg Twp        | 150   | \$86.29                 | \$78.71 | \$64.29 | NB      | NB      | NB     |
| 71 | Worthington             | 2,000 | \$74.71                 | NB      | \$69.29 | \$85.50 | NB      | NB     |
| 72 | Xenia City              | 1,500 | \$85.76                 | \$73.71 | \$67.23 | NB      | NB      | NB     |
| 73 | Xenia Twp               | 600   | \$86.33                 | \$83.71 | \$67.23 | NB      | NB      | NB     |
|    |                         |       |                         |         |         |         |         |        |
|    | Piler                   |       | \$4.00                  | \$4.00  | \$4.00  | \$4.00  | NB      | NB     |
|    |                         |       | MIN 200<br>TON<br>ORDER |         |         |         |         |        |
|    |                         |       |                         |         |         |         |         |        |
|    | Performance Bond        |       | \$0.00                  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00 |
|    |                         |       |                         |         |         |         |         |        |

## Duke Engery Grant Analysis

| Department     | Total Cost of Project | Duk Energy Incentive | Saver Contribution Percentage | Customer Contribution | Saving Analysis Yearly | Saving Analysis Monthly | Payment Options   |                 | Simple Payback Period (months) |
|----------------|-----------------------|----------------------|-------------------------------|-----------------------|------------------------|-------------------------|-------------------|-----------------|--------------------------------|
|                |                       |                      |                               |                       |                        |                         | Lump Sum 5% Disc. | Monthly         |                                |
| Police Dept.   | \$1,171.32            | \$518.60             | 44.27%                        | \$652.72              | \$292.54               | \$26.77                 | \$620.08          | \$54.39         | 26.77                          |
| Administration | \$7,137.37            | \$2,897.63           | 40.60%                        | \$4,239.74            | \$1,634.56             | \$136.21                | \$4,097.75        | \$353.31        | 31.13                          |
| Exterior       | \$5,649.81            | \$2,158.34           | 38.20%                        | \$3,491.47            | \$1,217.54             | \$101.46                | \$3,352.55        | \$290.96        | 34.41                          |
| <b>Totals</b>  | <b>\$13,958.50</b>    | <b>\$5,574.57</b>    |                               | <b>\$8,383.93</b>     | <b>\$3,144.64</b>      | <b>\$264.44</b>         | <b>\$8,070.38</b> | <b>\$698.66</b> |                                |

**Small Business Energy Saver Program**



Customer Name: Pierce Township (Public Works)  
 Customer Address: 950 LOCUST CORNER RD  
 City, State and Zip: CINCINNATI, OH 45245  
 Application Number: 1434

**Value Analysis:**

|   |             |
|---|-------------|
| Total Project Cost  | \$ 1,171.32 |
| Duke Energy Small Business Energy Saver Incentive               | \$ 518.60   |
| Duke Energy Small Business Energy Saver Contribution Percentage | 44.27 %     |
| Customer Contribution   | \$ 652.72   |

**Savings Analysis:**

|                                       |           |
|---------------------------------------|-----------|
| Total Annual kWh Savings              | 2,659.49  |
| Estimated Annual Energy Cost Savings  | \$ 292.54 |
| Estimated Monthly Energy Cost Savings | \$ 24.38  |
| Simple Payback Period (Months)        | 26.77     |

**Payment Options:**

|  |           |
|--|-----------|
| Option A: Lump Sum Payment (5% discount on Incentivized Cost)    | \$620.08  |
| Lump Sum Simple Payback Period with 5% Discount (Months)         | 25.44     |
| Option B: Interest Free Financing (12 Monthly Payments)          | \$ 54.39  |
| Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment) | -\$ 30.01 |

## Energy Savings Report

| Lighting Location |                  |                                    |           | Lighting Baseline |       |             |              | Lighting Proposed |             |       |             |           | Lighting Savings |              |             |              |
|-------------------|------------------|------------------------------------|-----------|-------------------|-------|-------------|--------------|-------------------|-------------|-------|-------------|-----------|------------------|--------------|-------------|--------------|
| Line              | Description      | Location Type                      | Qty       | Code              | Watts | kW          | Annual Hours | kWh               | Code        | Watts | kW          | Control   | Annual Hours     | kWh          | Delta kW    | Annual kWh   |
| 1                 | Police Dept Ent  | Libraries / Cooled / SBES Lighting | 1         | TF/3F34/ESM       | 115   | 0.12        | 2,080        | 239               | RLRB/3F28/L | 66    | 0.07        | LEC/ONOFF | 2,080            | 137          | 0.05        | 102          |
| 2                 | Clerks Office    | Libraries / Cooled / SBES Lighting | 2         | TF/3F34/ESM       | 115   | 0.23        | 2,080        | 478               | RLRB/3F28/L | 66    | 0.13        | LEC/ONOFF | 2,080            | 275          | 0.10        | 204          |
| 3                 | Squad Room       | Libraries / Cooled / SBES Lighting | 6         | TF/3F34/ESM       | 115   | 0.69        | 2,080        | 1,435             | RLRB/3F28/L | 66    | 0.40        | LEC/ONOFF | 2,080            | 824          | 0.29        | 612          |
| 4                 | Kitchen          | Libraries / Cooled / SBES Lighting | 1         | TF/3F34/ESM       | 115   | 0.12        | 520          | 60                | RLRB/3F28/L | 66    | 0.07        | LEC/ONOFF | 520              | 34           | 0.05        | 25           |
| 5                 | Equip Room       | Libraries / Cooled / SBES Lighting | 1         | TF/3F34/ESM       | 115   | 0.12        | 520          | 60                | RLRB/3F28/L | 66    | 0.07        | LEC/ONOFF | 520              | 34           | 0.05        | 25           |
| 6                 | Detective Office | Libraries / Cooled / SBES Lighting | 2         | TF/3F34/ESM       | 115   | 0.23        | 2,860        | 658               | RLRB/3F28/L | 66    | 0.13        | LEC/ONOFF | 2,860            | 378          | 0.10        | 280          |
| 7                 | Hallway          | Libraries / Cooled / SBES Lighting | 4         | O4/2F34/ESM       | 72    | 0.29        | 2,080        | 599               | RLRB/2F28/L | 45    | 0.18        | LEC/ONOFF | 2,080            | 374          | 0.11        | 225          |
| 8                 | Women's Room     | Libraries / Cooled / SBES Lighting | 1         | VT4/2F34/ESM      | 72    | 0.07        | 520          | 37                | RLRB/2F28/L | 45    | 0.04        | LEC/ONOFF | 520              | 23           | 0.03        | 14           |
| 9                 | Men's Room       | Libraries / Cooled / SBES Lighting | 2         | VT4/2F34/ESM      | 72    | 0.14        | 1,040        | 150               | RLRB/2F28/L | 45    | 0.09        | LEC/ONOFF | 1,040            | 94           | 0.05        | 56           |
| 10                | Leut. Office     | Libraries / Cooled / SBES Lighting | 2         | TF/3F34/ESM       | 115   | 0.23        | 8,736        | 2,009             | RLRB/3F28/L | 66    | 0.13        | LEC/ONOFF | 8,736            | 1,153        | 0.10        | 856          |
| 11                | Chief Office     | Libraries / Cooled / SBES Lighting | 2         | TF/3F34/ESM       | 115   | 0.23        | 2,080        | 478               | RLRB/3F28/L | 66    | 0.13        | LEC/ONOFF | 2,080            | 275          | 0.10        | 204          |
| 12                | Chief Office     | Libraries / Cooled / SBES Lighting | 1         | O4/2F34/ESM       | 72    | 0.07        | 2,080        | 150               | RLRB/2F28/L | 45    | 0.04        | LEC/ONOFF | 2,080            | 94           | 0.03        | 56           |
| <b>Totals</b>     |                  |                                    | <b>25</b> |                   |       | <b>2.53</b> |              | <b>6,354</b>      |             |       | <b>1.48</b> |           |                  | <b>3,694</b> | <b>1.05</b> | <b>2,659</b> |

## Non-Incentivized Work

**Customer Name:** Pierce Township (Public Works)

**Address:** 950 LOCUST CORNER RD

**City, State and Zip:** CINCINNATI, OH 45245

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

| Description of Work | Notes | Unit Price | Number of Units | Non-Incentivized Cost |
|---------------------|-------|------------|-----------------|-----------------------|
|---------------------|-------|------------|-----------------|-----------------------|

### NO ADDITIONAL WORK NEEDED

#### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# Small Business Energy Savings Installation Contract

|                             |                                |                            |                      |
|-----------------------------|--------------------------------|----------------------------|----------------------|
| <b>Customer Name:</b>       | Pierce Township (Public Works) | <b>Vendor:</b>             | SMARTWATT ENERGY INC |
| <b>Address:</b>             | 950 LOCUST CORNER RD           | <b>Audit Date:</b>         | 6/16/15 2:30 PM      |
| <b>Town, State and Zip:</b> | CINCINNATI, OH 45245           | <b>Auditor Name:</b>       | hely                 |
| <b>Account Number:</b>      | 1740009421                     | <b>Application Number:</b> | 1434                 |

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc. or Duke Energy Kentucky, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnification provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

(a) For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.

(b) Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.

(c) Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.

(d) Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or

Initial: \_\_\_\_\_

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

Initial: \_\_\_\_\_



# Finance Agreement

|                             |                                |                        |           |
|-----------------------------|--------------------------------|------------------------|-----------|
| <b>Business Name:</b>       | Pierce Township (Public Works) | <b>Contact Person:</b> | null null |
| <b>Address:</b>             | 950 LOCUST CORNER RD           | <b>Phone Number:</b>   |           |
| <b>City, State and Zip:</b> | CINCINNATI, OH 45245           | <b>Fax Number:</b>     |           |

This Agreement is between SmartWatt Energy, Inc. and PIERCE TOWNSHIP to finance an Energy Efficiency upgrade for:

**Application Number: 1434**

**Balance Financed: \$ 652.72**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$54.39 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

Credit Card                     
  Checking Account                     
  Savings Account

**FINANCING, TERM AND PAYMENT:** Subject to express exceptions, PIERCE TOWNSHIP agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

**EARLY PAYOFF AND UNSCHEDULED PAYMENTS:** The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

**3 Rosell Drive  
Ballston Lake, NY 12019**

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

|                                  |                 |   |  |
|----------------------------------|-----------------|---|--|
| <b>Current payment due</b>       | \$100.00        |   | monthly payment will be automatically debited as per financing agreement   |
| <b>Month 1</b>                   | \$100.00        |   |  |
| <b>Month 2</b>                   | \$100.00        | } | \$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement. |
| <b>Month 3</b>                   | \$100.00        |   |  |
| <b>Month 4</b>                   | \$100.00        |   |  |
| <b>Total Outstanding Balance</b> | <b>\$500.00</b> |   |  |

**DECLINED PAYMENT:** A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact null null if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

|                     |                               |
|---------------------|-------------------------------|
| <b>CUSTOMER</b>     | <b>SMARTWATT ENERGY, INC.</b> |
| Signature: _____    | Signature: _____              |
| Name (Print): _____ | Name (Print): _____           |
| Date: _____         | Date: _____                   |

**Payment Information (payment information must reflect selected payment choice)**

|                                |   |
|--------------------------------|---|
| <b>CREDIT CARD</b>             | <b>BANK ACCOUNT</b>                                     |
| VISA    MC    AMEX    DISCOVER |   |
| Card Number: _____             | <b>**Please attach a Voided Check or Deposit Slip**</b> |
| CCV: _____                     | Bank Name: _____  |
| Expiration Date: _____         | Routing Number: _____                                   |
| Name on Card: _____            | Account Number: _____                                   |
| Billing Address: _____         |   |



## Landlord Consent Agreement for Energy Efficiency Improvements

| <b>Duke Energy Account Information</b>                 |  |  |
|--|--|--|
| Tenant (Duke Energy Customer) Name:<br>PIERCE TOWNSHIP | Business Name:<br>Pierce Township (Public Works) |  |
| Street Address:<br>950 LOCUST CORNER RD                | City, State, ZIP:<br>CINCINNATI, OH 45245        |  |
| SmartWatt Energy Project Number:<br>1434               | Tenant Phone:<br>513 752-6262                    | Tenant Email:<br>lbassett@piercetownship.org |
| Tenant Signature:                                      | Date:  |  |
| Landlord/Property Owner Name:                          | Landlord Company Name (If Applicable):           |  |
| Street Address:  | City, State, Zip:                                |  |
| Landlord Phone:  | Landlord Email:                                  |  |
| Landlord Signature:                                    | Date:  |  |

I, (print name) \_\_\_\_\_, a duly authorized representative of the owner or landlord of the Premises (defined above), do hereby give my consent to SmartWatt Energy, Inc. (or its designee), acting on behalf of the Small Business Energy Saver Program, to enter the Premises to undertake the energy efficiency measure improvements set forth in the Proposed Scope of Work in the Customer Proposal (the "Work") attached hereto for the benefit of Tenant. Tenant shall be liable for the costs of the Work and shall comply with its obligations under the Lease.

**Small Business Energy Saver Program**



Customer Name: Pierce Township (Public Works)  
 Customer Address: 950 LOCUST CORNER RD  
 City, State and Zip: CINCINNATI, OH 45245  
 Application Number: 1434

**Value Analysis:**

|   |  |
|---|--|
| Total Project Cost  | \$ 7,137.37  |
| Duke Energy Small Business Energy Saver Incentive               | \$ 2,897.63  |
| Duke Energy Small Business Energy Saver Contribution Percentage | 40.60 %  |
| Customer Contribution   | \$ 4,239.74 <span style="color: yellow; font-size: 2em; vertical-align: middle;">3839</span> |

**Savings Analysis:**

|                                       |             |
|---------------------------------------|-------------|
| Total Annual kWh Savings              | 14,859.62   |
| Estimated Annual Energy Cost Savings  | \$ 1,634.56 |
| Estimated Monthly Energy Cost Savings | \$ 136.21   |
| Simple Payback Period (Months)        | 31.13       |

**Payment Options:**

|  |            |
|--|------------|
| Option A: Lump Sum Payment (5% discount on Incentivized Cost)    | \$4,097.75 |
| Lump Sum Simple Payback Period with 5% Discount (Months)         | 30.08      |
| Option B: Interest Free Financing (12 Monthly Payments)          | \$ 353.31  |
| Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment) | -\$ 217.10 |

## Energy Savings Report

| Lighting Location |                         |                                 |           | Lighting Baseline |       |             |              |               | Lighting Proposed |       |             |           |              | Lighting Savings |             |               |
|-------------------|-------------------------|---------------------------------|-----------|-------------------|-------|-------------|--------------|---------------|-------------------|-------|-------------|-----------|--------------|------------------|-------------|---------------|
| Line              | Description             | Location Type                   | Qty       | Code              | Watts | kW          | Annual Hours | kWh           | Code              | Watts | kW          | Control   | Annual Hours | kWh              | Delta kW    | Annual kWh    |
| 1                 | Admin offices           | Office / Cooled / SBES Lighting | 4         | TF/4F34/M         | 160   | 0.64        | 2,340        | 1,498         | RKWTF/2F28/N      | 48    | 0.19        | LEC/ONOFF | 2,340        | 449              | 0.45        | 1,048         |
| 2                 | Laura Office            | Office / Cooled / SBES Lighting | 2         | TF/4F34/M         | 160   | 0.32        | 2,340        | 749           | RKWTF/2F28/N      | 48    | 0.10        | LEC/ONOFF | 2,340        | 225              | 0.22        | 524           |
| 3                 | Cathy Office            | Office / Cooled / SBES Lighting | 2         | TF/4F34/M         | 160   | 0.32        | 2,340        | 749           | RKWTF/2F28/N      | 48    | 0.10        | LEC/ONOFF | 2,340        | 225              | 0.22        | 524           |
| 4                 | Claudia Office          | Office / Cooled / SBES Lighting | 1         | TF/4F34/M         | 160   | 0.16        | 2,340        | 374           | RKWTF/2F28/N      | 48    | 0.05        | LEC/ONOFF | 2,340        | 112              | 0.11        | 262           |
| 5                 | Tim Office              | Office / Cooled / SBES Lighting | 3         | TF/4F34/M         | 160   | 0.48        | 1,924        | 924           | RKWTF/2F28/N      | 48    | 0.14        | LEC/ONOFF | 1,924        | 277              | 0.34        | 646           |
| 6                 | Hallway                 | Office / Cooled / SBES Lighting | 2         | O4/2F34/M         | 80    | 0.16        | 8,736        | 1,398         | RLRB/2F28/L       | 45    | 0.09        | LEC/ONOFF | 8,736        | 786              | 0.07        | 612           |
| 7                 | Hall/Cove Lighting      | Office / Cooled / SBES Lighting | 40        | S8/1F95/M         | 125   | 5.00        | 2,340        | 11,700        | RKS8/2F28/L       | 45    | 1.80        | LEC/ONOFF | 2,340        | 4,212            | 3.20        | 7,488         |
| 8                 | Hall/Cove Lighting      | Office / Cooled / SBES Lighting | 2         | S4/1F40/M         | 57    | 0.11        | 2,340        | 267           | RLRB/1F28/N       | 26    | 0.05        | LEC/ONOFF | 2,340        | 122              | 0.06        | 145           |
| 9                 | Hall/Cove Lighting 24/7 | Office / Cooled / SBES Lighting | 5         | S8/1F95/M         | 125   | 0.62        | 8,736        | 5,460         | RKS8/2F28/L       | 45    | 0.22        | LEC/ONOFF | 8,736        | 1,966            | 0.40        | 3,494         |
| 10                | Hallway                 | Office / Cooled / SBES Lighting | 2         | O4/2F34/M         | 80    | 0.16        | 520          | 83            | RLRB/2F28/L       | 45    | 0.09        | LEC/ONOFF | 520          | 47               | 0.07        | 36            |
| 11                | Conference Room         | Office / Cooled / SBES Lighting | 2         | TF/2F34/ESM       | 72    | 0.14        | 520          | 75            | RLRB/2F28/L       | 45    | 0.09        | LEC/ONOFF | 520          | 47               | 0.05        | 28            |
| 12                | Kitchen                 | Office / Cooled / SBES Lighting | 2         | TF/3F34/ESM       | 115   | 0.23        | 520          | 120           | RLRB/3F28/L       | 66    | 0.13        | LEC/ONOFF | 520          | 69               | 0.10        | 51            |
| <b>Totals</b>     |                         |                                 | <b>67</b> |                   |       | <b>8.35</b> |              | <b>23,395</b> |                   |       | <b>3.06</b> |           |              | <b>8,536</b>     | <b>5.30</b> | <b>14,860</b> |



## Non-Incentivized Work

**Customer Name:** Pierce Township (Public Works)  
**Address:** 950 LOCUST CORNER RD  
**City, State and Zip:** CINCINNATI, OH 45245

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

| Description of Work  | Notes | Unit Price | Number of Units | Non-Incentivized Cost |
|--|-------|------------|-----------------|-----------------------|
| Staging Costs for Fixtures ( Inaccessible to Aerial Lift ) |       | \$35.00    | 40              | \$1,400.00            |
| <b>Total Non-Incentivized Cost:</b>                        |       |            |                 | <b>\$1,400.00</b>     |

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

-400

1,000

# Small Business Energy Savings Installation Contract

|                             |                                |                            |                      |
|-----------------------------|--------------------------------|----------------------------|----------------------|
| <b>Customer Name:</b>       | Pierce Township (Public Works) | <b>Vendor:</b>             | SMARTWATT ENERGY INC |
| <b>Address:</b>             | 950 LOCUST CORNER RD           | <b>Audit Date:</b>         | 6/16/15 2:30 PM      |
| <b>Town, State and Zip:</b> | CINCINNATI, OH 45245           | <b>Auditor Name:</b>       | hely                 |
| <b>Account Number:</b>      | 1740009421                     | <b>Application Number:</b> | 1434                 |

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc. or Duke Energy Kentucky, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

- For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.
- Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.
- Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.
- Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or

Initial: \_\_\_\_\_

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

Initial: \_\_\_\_\_

**9. Customer Contribution**

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

**THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):**

Lump sum payment of \$4097.75 (5% discount)       Interest-Free Financing (12) payments of \$353.31 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscounts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

**10. Participation in Other Energy Efficiency Programs**

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

**11. Entire Agreement**

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

**12. Representations of Customer**

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

**13. Authorized Signature of Customer**

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

**CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:**

**Business Name**      Pierce Township (Public Works)      **Incorporated**            **Not Incorporated**     

**Address**      950 LOCUST CORNER RD

**City, State, Zip**      CINCINNATI, OH 45245      **Federal ID #**      \_\_\_\_\_

**CUSTOMER**

**SMARTWATT ENERGY, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

# Finance Agreement

|                             |                                |                        |           |
|-----------------------------|--------------------------------|------------------------|-----------|
| <b>Business Name:</b>       | Pierce Township (Public Works) | <b>Contact Person:</b> | null null |
| <b>Address:</b>             | 950 LOCUST CORNER RD           | <b>Phone Number:</b>   |           |
| <b>City, State and Zip:</b> | CINCINNATI, OH 45245           | <b>Fax Number:</b>     |           |

This Agreement is between SmartWatt Energy, Inc. and PIERCE TOWNSHIP to finance an Energy Efficiency upgrade for:

**Application Number: 1434**

**Balance Financed: \$ 4,239.74**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$353.31 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

Credit Card                     
  Checking Account                     
  Savings Account

**FINANCING, TERM AND PAYMENT:** Subject to express exceptions, PIERCE TOWNSHIP agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

**EARLY PAYOFF AND UNSCHEDULED PAYMENTS:** The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

**3 Rosell Drive  
Ballston Lake, NY 12019**

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

|                                  |                 |   |  |
|----------------------------------|-----------------|---|--|
| <b>Current payment due</b>       | \$100.00        |   | monthly payment will be automatically debited as per financing agreement   |
| <b>Month 1</b>                   | \$100.00        |   |  |
| <b>Month 2</b>                   | \$100.00        | } | \$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement. |
| <b>Month 3</b>                   | \$100.00        |   |  |
| <b>Month 4</b>                   | \$100.00        |   |  |
| <b>Total Outstanding Balance</b> | <b>\$500.00</b> |   |  |

**DECLINED PAYMENT:** A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact null null if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

|                     |                               |
|---------------------|-------------------------------|
| <b>CUSTOMER</b>     | <b>SMARTWATT ENERGY, INC.</b> |
| Signature: _____    | Signature: _____              |
| Name (Print); _____ | Name (Print); _____           |
| Date: _____         | Date: _____                   |

**Payment Information (payment information must reflect selected payment choice)**

|                                |   |
|--------------------------------|---|
| <b>CREDIT CARD</b>             | <b>BANK ACCOUNT</b>                                     |
| VISA    MC    AMEX    DISCOVER |   |
| Card Number: _____             | <b>**Please attach a Voided Check or Deposit Slip**</b> |
| CCV: _____                     | Bank Name: _____  |
| Expiration Date: _____         | Routing Number: _____                                   |
| Name on Card: _____            | Account Number: _____                                   |
| Billing Address: _____         |   |



## Landlord Consent Agreement for Energy Efficiency Improvements

| <b>Duke Energy Account Information</b>                 |  |  |
|--|--|--|
| Tenant (Duke Energy Customer) Name:<br>PIERCE TOWNSHIP | Business Name:<br>Pierce Township (Public Works) |  |
| Street Address:<br>950 LOCUST CORNER RD                | City, State, ZIP:<br>CINCINNATI, OH 45245        |  |
| SmartWatt Energy Project Number:<br>1434               | Tenant Phone:<br>513 752-6262                    | Tenant Email:<br>lbassett@piercetownship.org |
| Tenant Signature:                                      | Date:  |  |
| Landlord/Property Owner Name:                          | Landlord Company Name (If Applicable):           |  |
| Street Address:  | City, State, Zip:                                |  |
| Landlord Phone:  | Landlord Email:                                  |  |
| Landlord Signature:                                    | Date:  |  |

I, (print name) \_\_\_\_\_, a duly authorized representative of the owner or landlord of the Premises (defined above), do hereby give my consent to SmartWatt Energy, Inc. (or its designee), acting on behalf of the Small Business Energy Saver Program, to enter the Premises to undertake the energy efficiency measure improvements set forth in the Proposed Scope of Work in the Customer Proposal (the "Work") attached hereto for the benefit of Tenant. Tenant shall be liable for the costs of the Work and shall comply with its obligations under the Lease.

Ext

Small Business Energy Saver Program



Customer Name: Pierce Township (Public Works)  
Customer Address: 950 LOCUST CORNER RD  
City, State and Zip: CINCINNATI, OH 45245  
Application Number: 1434

Value Analysis:

|   |             |
|---|-------------|
| Total Project Cost  | \$ 5,649.81 |
| Duke Energy Small Business Energy Saver Incentive               | \$ 2,158.34 |
| Duke Energy Small Business Energy Saver Contribution Percentage | 38.20 %     |
| Customer Contribution   | \$ 3,491.47 |

Savings Analysis:

|                                       |             |
|---------------------------------------|-------------|
| Total Annual kWh Savings              | 11,068.51   |
| Estimated Annual Energy Cost Savings  | \$ 1,217.54 |
| Estimated Monthly Energy Cost Savings | \$ 101.46   |
| Simple Payback Period (Months)        | 34.41       |

Payment Options:

|  |            |
|--|------------|
| Option A: Lump Sum Payment (5% discount on Incentivized Cost)    | \$3,352.55 |
| Lump Sum Simple Payback Period with 5% Discount (Months)         | 33.04      |
| Option B: Interest Free Financing (12 Monthly Payments)          | \$ 290.96  |
| Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment) | -\$ 189.49 |

## Energy Savings Report

| Lighting Location |             |                                   |          | Lighting Baseline |       |             |              |               | Lighting Proposed |       |             |           |              | Lighting Savings |             |               |
|-------------------|-------------|-----------------------------------|----------|-------------------|-------|-------------|--------------|---------------|-------------------|-------|-------------|-----------|--------------|------------------|-------------|---------------|
| Line              | Description | Location Type                     | Qty      | Code              | Watts | kW          | Annual Hours | kWh           | Code              | Watts | kW          | Control   | Annual Hours | kWh              | Delta kW    | Annual kWh    |
| 1                 | Exterior    | Amusement & Recreation Services / | 5        | MV/400/P          | 455   | 2.28        | 4,368        | 9,937         | NAREA/LED/93      | 93    | 0.46        | LEC/ONOFF | 4,368        | 2,031            | 1.81        | 7,906         |
| 2                 | Exterior    | Amusement & Recreation Services / | 1        | MV/400/P          | 455   | 0.46        | 4,368        | 1,987         | NAREA/LED/93      | 93    | 0.09        | LEC/ONOFF | 4,368        | 406              | 0.36        | 1,581         |
| 3                 | Exterior    | Amusement & Recreation Services / | 1        | MV/400/P          | 455   | 0.46        | 4,368        | 1,987         | NAREA/LED/93      | 93    | 0.09        | LEC/ONOFF | 4,368        | 406              | 0.36        | 1,581         |
| <b>Totals</b>     |             |                                   | <b>7</b> |                   |       | <b>3.18</b> |              | <b>13,912</b> |                   |       | <b>0.65</b> |           |              | <b>2,844</b>     | <b>2.53</b> | <b>11,069</b> |

## Non-Incentivized Work

**Customer Name:** Pierce Township (Public Works)

**Address:** 950 LOCUST CORNER RD

**City, State and Zip:** CINCINNATI, OH 45245

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

| Description of Work                 | Notes | Unit Price | Number of Units | Non-Incentivized Cost |
|-------------------------------------|-------|------------|-----------------|-----------------------|
| 26' RT Scissor Per Day              |       | \$325.00   | 1               | \$325.00              |
| Round Trip Delivery                 |       | \$300.00   | 1               | \$300.00              |
| Twist Lock Photo-Cell 208-277V      |       | \$23.17    | 2               | \$46.34               |
| Twist Lock Shorting cap, 480VAC max |       | \$8.33     | 5               | \$41.65               |
| <b>Total Non-Incentivized Cost:</b> |       |            |                 | \$712.99              |

### Equipment and Customer Contribution

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# Small Business Energy Savings Installation Contract

|                             |                                |                            |                      |
|-----------------------------|--------------------------------|----------------------------|----------------------|
| <b>Customer Name:</b>       | Pierce Township (Public Works) | <b>Vendor:</b>             | SMARTWATT ENERGY INC |
| <b>Address:</b>             | 950 LOCUST CORNER RD           | <b>Audit Date:</b>         | 6/16/15 2:30 PM      |
| <b>Town, State and Zip:</b> | CINCINNATI, OH 45245           | <b>Auditor Name:</b>       | hely                 |
| <b>Account Number:</b>      | 1740009421                     | <b>Application Number:</b> | 1434                 |

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below ) pursuant to the Duke Energy Small Business Energy Saver Program ("Program"); collectively, the "Work." The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 100 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Agreement are independent contractors. As used herein this Agreement, the term "Duke Energy" shall mean Duke Energy Ohio, Inc. or Duke Energy Kentucky, Inc. depending upon the Customer's regulated utility account and facility address.

## 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility . The Company's installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines . By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

## 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agree to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Duke Energy relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Duke Energy's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Duke Energy that Duke Energy provides to Company. Company agrees to defend, indemnify and hold harmless Duke Energy and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnification provision more specific to the Liabilities shall apply.

## 3. Installation Date

The Company will attempt to install the Measures within forty-five (45 ) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

## 4. Warranty, Disclaimers, Indemnification

(a) For a period of one (1) year after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.

(b) Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Duke Energy or their respective parent, affiliates, subsidiaries or agents.

(c) Neither Duke Energy or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.

(d) Indemnification from Company: The Company shall indemnify and hold harmless Duke Energy and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or

Initial: \_\_\_\_\_

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Duke Energy (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Duke Energy resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Duke Energy's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Duke Energy shall be a third party beneficiary to this Agreement; but shall have no performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

## 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Duke Energy's maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Duke Energy shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Duke Energy are not responsible and over which Company and Duke Energy have no control. Notwithstanding anything herein to the contrary, neither the Company nor Duke Energy shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 80% of the cumulative fixed unit price of Measures provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

(c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.

(d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.

(e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.

(f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.

(g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.

(h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.

(i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the customer and is not incentivized.

(j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

## 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

## 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Duke Energy or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Duke Energy with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

Initial: \_\_\_\_\_

**9. Customer Contribution**

(a) The Company will install the equipment listed on the attached Energy Savings Report, incorporated herein by reference. The estimated cost of the installation including the estimated Customer Contribution is itemized on this Report. The Customer may choose to pay the Customer contribution as a Lump Sum payment upon completion of the energy efficiency project, or by utilizing the "Interest Free Financing" offer to finance their contribution, subject to the terms and conditions described in the Financing Agreement addendum.

**THE CUSTOMER OPTS TO PAY ITS COST CONTRIBUTION BY (CHECK ONE):**

Lump sum payment of \$3352.55 (5% discount)       Interest-Free Financing (12) payments of \$290.96 per month

(b) In the unlikely event of retrofits omitted from the original contract scope, including but not limited to, locked or missed rooms, miscouts, code violations or other unforeseen conditions, such omissions totaling no more than 10% of the original contract cost, may be installed without the written consent of the Customer. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install Measures in accordance with this Agreement the Company shall adjust the Customer's Contribution and the invoice, advising the Customer accordingly.

(c) If the Customer chooses the Lump Sum payment option, the Customer will be invoiced by the Company upon completion of installation of the proposed Measures. Payment is due upon receipt of the invoice. If the Customer chooses the financing option, the Customer must complete and agree to all terms of the attached Financing Agreement addendum. The Company reserves all rights to collect payment from the customer upon completion of the Work including but not limited to the cost of collections and legal action taken to secure such payment.

**10. Participation in Other Energy Efficiency Programs**

The installed measures are not eligible for incentives from other Duke Energy Efficiency Programs.

**11. Entire Agreement**

This Agreement, including all Exhibits to this Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

**12. Representations of Customer**

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Agreement; and (c) entering into this Agreement will not result in the breach of any agreement to which Participating Customer is a party.

**13. Authorized Signature of Customer**

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

**CUSTOMER NAME & ADDRESS WHERE MEASURES WILL BE INSTALLED:**

**Business Name**      Pierce Township (Public Works)      **Incorporated**            **Not Incorporated**     

**Address**      950 LOCUST CORNER RD

**City, State, Zip**      CINCINNATI, OH 45245      **Federal ID #**      \_\_\_\_\_

**CUSTOMER**

**SMARTWATT ENERGY, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

# Finance Agreement

|                             |                                |                        |           |
|-----------------------------|--------------------------------|------------------------|-----------|
| <b>Business Name:</b>       | Pierce Township (Public Works) | <b>Contact Person:</b> | null null |
| <b>Address:</b>             | 950 LOCUST CORNER RD           | <b>Phone Number:</b>   |           |
| <b>City, State and Zip:</b> | CINCINNATI, OH 45245           | <b>Fax Number:</b>     |           |

This Agreement is between SmartWatt Energy, Inc. and PIERCE TOWNSHIP to finance an Energy Efficiency upgrade for:

**Application Number: 1434**

**Balance Financed: \$ 3,491.47**

The BALANCE FINANCED is payable Interest Free in 12 monthly installments of \$290.96 to be automatically withdrawn on the 15th of each month, with the first monthly payment due the 15th of the following month in which the completion of your Energy Efficiency Project was performed, from:

Credit Card                     
  Checking Account                     
  Savings Account

FINANCING, TERM AND PAYMENT: Subject to express exceptions, PIERCE TOWNSHIP agrees to have the monthly payments automatically debited by SmartWatt Energy, Inc. from the account indicated in this agreement. Payments will be due on the 15th of each month following the completion of the project. A customer statement will be sent to the billing address of record on the 1st of each month.

EARLY PAYOFF AND UNSCHEDULED PAYMENTS: The financed balance can be paid in full at any time prior to the contract term by authorizing SmartWatt Energy, Inc. in writing to debit the remaining balance from the account indicated in this agreement or by sending a check for the remaining outstanding balance to our corporate

**3 Rosell Drive  
 Ballston Lake, NY 12019**

Any voluntary payment made in excess of the current amount due, but less than the total outstanding balance, will be applied to the remaining principal balance and will reduce the number and/or amount of any future payments. Please see the example below:

Example: Customer has remaining balance of \$500 and a monthly financing payment of \$100. There is a current payment of \$100 due on the 15th of the current month. The customer decides to make a voluntary credit card payment of \$250 by contacting our corporate office. The voluntary payment would be applied as follows:

|                                  |                 |   |  |
|----------------------------------|-----------------|---|--|
| Current payment due              | \$100.00        |   | monthly payment will be automatically debited as per financing agreement   |
| Month 1                          | \$100.00        |   |  |
| Month 2                          | \$100.00        | } | \$250 voluntary payment will be applied first to Month 4, then Month 3 and the remaining balance applied to reduce the Month 2 payment due to \$50. The Month 1 payment due will remain \$100 and will be auto debited on the 15th of the following month per financing agreement. |
| Month 3                          | \$100.00        |   |  |
| Month 4                          | \$100.00        |   |  |
| <b>Total Outstanding Balance</b> | <b>\$500.00</b> |   |  |

DECLINED PAYMENT: A \$35 fee will be applied for all returned or declined payments. This fee will be added to the current amount due and will be collected upon resubmission of your normal monthly payment. SmartWatt Energy, Inc. will contact null null if payment is declined. If (2) consecutive automatic payments are returned or declined, this financing agreement will be terminated and the total remaining financed balance and all applicable fees will be due immediately. SmartWatt Energy, Inc. will send notification in writing and will include an invoice for the remaining outstanding balance and all applicable fees to be remitted upon receipt.

This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

By signing this document you are confirming the Financing Terms and Conditions arrangement with SmartWatt Energy, Inc. under which we will accept payment of your outstanding balance in 12 monthly installments.

|                     |                               |
|---------------------|-------------------------------|
| <b>CUSTOMER</b>     | <b>SMARTWATT ENERGY, INC.</b> |
| Signature: _____    | Signature: _____              |
| Name (Print); _____ | Name (Print); _____           |
| Date: _____         | Date: _____                   |

**Payment Information (payment information must reflect selected payment choice)**

|                                |   |
|--------------------------------|---|
| <b>CREDIT CARD</b>             | <b>BANK ACCOUNT</b>                                     |
| VISA    MC    AMEX    DISCOVER |   |
| Card Number: _____             | <b>**Please attach a Voided Check or Deposit Slip**</b> |
| CCV: _____                     | Bank Name: _____  |
| Expiration Date: _____         | Routing Number: _____                                   |
| Name on Card: _____            | Account Number: _____                                   |
| Billing Address: _____         |   |

## Landlord Consent Agreement for Energy Efficiency Improvements

| <b>Duke Energy Account Information</b>                 |  |  |
|--|--|--|
| Tenant (Duke Energy Customer) Name:<br>PIERCE TOWNSHIP | Business Name:<br>Pierce Township (Public Works) |  |
| Street Address:<br>950 LOCUST CORNER RD                | City, State, ZIP:<br>CINCINNATI, OH 45245        |  |
| SmartWatt Energy Project Number:<br>1434               | Tenant Phone:<br>513 752-6262                    | Tenant Email:<br>lbassett@piercetownship.org |
| Tenant Signature:                                      | Date:  |  |
| Landlord/Property Owner Name:                          | Landlord Company Name (If Applicable):           |  |
| Street Address:  | City, State, Zip:                                |  |
| Landlord Phone:  | Landlord Email:                                  |  |
| Landlord Signature:                                    | Date:  |  |

I, (print name) \_\_\_\_\_, a duly authorized representative of the owner or landlord of the Premises (defined above), do hereby give my consent to SmartWatt Energy, Inc. (or its designee), acting on behalf of the Small Business Energy Saver Program, to enter the Premises to undertake the energy efficiency measure improvements set forth in the Proposed Scope of Work in the Customer Proposal (the "Work") attached hereto for the benefit of Tenant. Tenant shall be liable for the costs of the Work and shall comply with its obligations under the Lease.

**RESOLUTION NO. \_\_\_\_\_**

Clermont County, Ohio

**Be it Resolved** *by the Township Trustees of Pierce Township, that*

**RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT**

WHEREAS: Uncontrolled vegetation and/or refuse and debris were reported at the properties:

| <u>Street Address</u> | <u>Clermont County Auditor Number</u> |
|-----------------------|---------------------------------------|
| 3639 Lewis Road       | 282807A250.                           |

WHEREAS: Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS: Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS: In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills; therefore

BE IT RESOLVED: (1) That the Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87; and

(2) That the Pierce Township Board of Trustees hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87.

BOARD OF TRUSTEES

\_\_\_\_\_  
Robert W. Pautke

\_\_\_\_\_  
Richard P. Riebel

\_\_\_\_\_  
Bonnie J. Batchler

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

Attest:

\_\_\_\_\_  
Karen M. Register  
Fiscal Officer

3639 Lewis Rd



07.10.2015 10:04

3639 Lewis Rd

3641 Lewis Rd



07.10.2015 10:03