

Proudly serving residents since 1893



Cincinnati Patriots Baseball Team – Coach Buhler & Branham

Board of Trustees

Regular Monthly Meeting

June 8, 2016

Pierce Priorities:

- Culture
- Quality of Life
- Pierce 2035

Meeting Agenda



| | |
|--|-----------------|
| 5:30 p.m. Executive Session (to consider the employment and compensation of public employees - ORC 121.22 (G)(1)): | Chairman Pautke |
| 6:30 p.m. Invocation & Pledge of Allegiance | Chairman Pautke |
| Celebratory Events | Chairman Pautke |
| Trustee Updates | Chairman Pautke |
| Approval of Minutes, Motions & Resolutions | Chairman Pautke |
| Open Floor Questions | Chairman Pautke |
| Trebel LLC Presentation | Trustee Freeman |
| Adjournment | Chairman Pautke |

Department Reports are available on the Township website 24 hours before the second Wednesday of each month.

Board of Trustees

Regular Monthly Meeting

June 8, 2016

Pierce Priorities:

- Culture
- Quality of Life
- Pierce 2035

Celebratory Events



- Commendation for Officer Schultz & Officer Tabar
- Commendation for Sergeant Poe

Motions and Resolutions



A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the May 11, 2016 Board of Trustees meeting minutes.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the May 23, 2016 Board of Trustees meeting minutes.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

Motions and Resolutions



A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the bills from May 9, 2016 in the amount of \$15,601.38 as previously presented.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the bills from May 17, 2016 in the amount of \$147,504.32 as previously presented.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

Motions and Resolutions



A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the bills from May 25, 2016 in the amount of \$74,764.50 as previously presented.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the bills from May 5, 2016 in the amount of \$118,492.30 as previously presented.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

Motions and Resolutions



A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the payroll from May 4, 2016 in the amount of \$120,669.87 as previously presented.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the payroll from May 18, 2016 in the amount of \$119,430.63 as previously presented.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

Motions and Resolutions



A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the bills from May 31, 2016 in the amount of \$21,640.36 as previously presented.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the purchase of the State Accounting/Payroll System (UAN) for the Fiscal Office starting August 2016 in the amount of \$4,800.00 a year.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

Motions and Resolutions



A motion is made, based upon the recommendation of Trustee Freeman, that the Board direct Legal Counsel to draft language allowing the Board to hire an Engineer Firm on an 'as needed' basis.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

A motion is made, based upon the recommendation of Fire Chief Wright, that the Board accept the request of full time employee, Ethan A. Watren to resign from his full time position and to be reclassified from full time Firefighter/Paramedic back to part time Firefighter/Paramedic at the appropriate established part time hourly rate based on years of service with Pierce Township retroactive back to May 21, 2016.

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

Motions and Resolutions



A motion is made, based upon the recommendation of Fire Chief Wright, that the Board declare 7 sections of 1.75 inch, 17 sections of 2.5 inch, and 2 sections of 5 inch fire hose of no value authorizing the Fire Chief to surplus said hose (see attached list of hose)

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

A motion is made, based upon the recommendation of Fire Chief Wright, that the Board approve the amended job descriptions for full time Captain and full time Lieutenant to reflect the changes per the collective bargaining unit agreement (see attached).

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

Motions and Resolutions



A motion is made, based upon the recommendation of Fire Chief Wright, that the Board hire the following candidates as full time Firefighter/Paramedic (*Motion will be finished after skill completion on 06-08-16*)

1st: _____ 2nd: _____

Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____

A motion is made, based upon the recommendation of Fire Chief Wright, that the Board hire *Michael Robert Welch* as part time Firefighter/EMT at the established rate pending successful completion of all pre-employment requirements noting that all associated expenses be that of the Township.

1st: _____ 2nd: _____

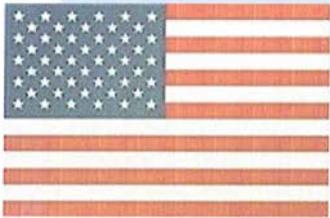
Mrs. Batchler _____
Mr. Pautke _____
Mr. Freeman _____



Pierce Township

Clermont County, OH

Prepared for: Trustee(s) - Bob Pautke, Bonnie Batchler, and Allen Freeman
Fiscal Officer – Debbie Schwey



950 Locust Corner Road
Cincinnati, OH 45245



Trebel, LLC is a national energy consulting company serving commercial, governmental, small business and residential clients primarily throughout the deregulated energy markets.

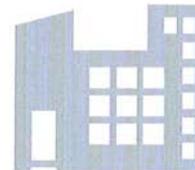
- Trebel, LLC, founded in September 2010, is the parent company of naturalgassuppliers.org (NGS) and electricsuppliers.org (ES) – to bring alternative energy providers directly to consumers and businesses
- We've formed strong relationships with energy suppliers that can meet the many needs of our customers.
- We offer a variety of programs such as fixed, variable and hybrid rate products and have service nearly every deregulated state.
- Scott Belcastro – Principal

"Our primary mission is to help clients lower their energy supply cost, increase site efficiency and leverage state and federal incentive opportunities."

HOME



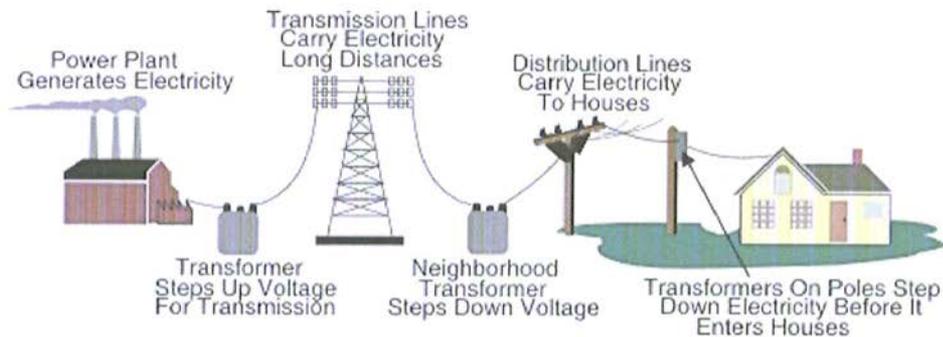
BUSINESS



Orange Township
Village of Sunbury
Prairie Township



Regulated Utility operated



Regulated electric supply:

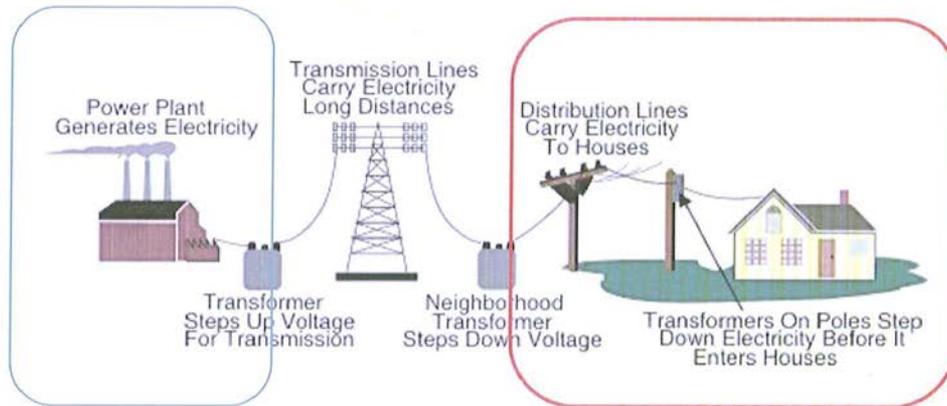
1. Generation
2. Transmission
3. Distribution





Alternative Supplier

Deregulated



Deregulated electric supply:

1. **Generation- New supplier**
2. **Transmission- Transmission Company**
3. **Distribution- Local Utility**



Governmental Aggregation?



Overview – What is governmental aggregation of electricity and / or natural gas?

Governmental aggregation is an easy and effective way for a large group of consumers to save money on their electric bills.

Ohio law allows for communities – such as townships, cities, villages, and counties – to form aggregated buying groups to purchase electric and natural gas generation on behalf of their citizens. By bringing citizens together, the aggregation gains group buying power and typically can negotiate a better price with the supplier than each aggregation group member could have negotiated individually. The governmental aggregator chooses the generation supplier for all of the customer-members in its group.

Aggregation in general refers to many customers joining together to form a buying group. Governmental aggregation refers specifically to the situation where a township organizes the pooling of its citizens to become the buying group. The township then seeks out offers on behalf of its constituents to get better pricing, terms and services than would be available to an individual. Similar to garbage collection contracts, the township will have the authority to negotiate on behalf of its entire community, the difference being voters give Trustees authority.

Types of Programs:

- **Opt-out:** Trebel helps communities successfully execute one of two programs. By far the most effective is the “Opt-out” program where all residents and small businesses are automatically enrolled. Individual members may choose to Opt-out if they decide not to participate. An opt-out program must first be placed on a primary or general election ballot and approved by a majority of voters before an aggregation can be implemented.
- **Opt-in:** The second program is one where residents and small business can choose to “Opt-in.” Once the local government has negotiated a program individuals can begin signing up to participate.



How does the program work?



Step one, the Vote:

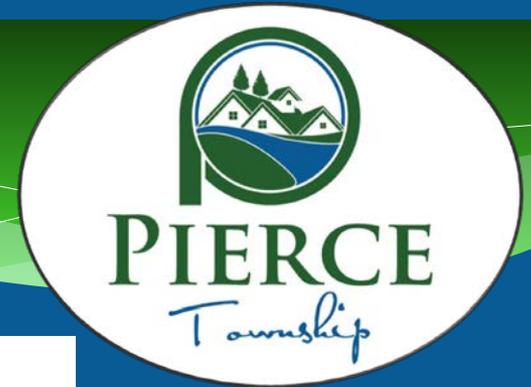
In order for a township to create an aggregation program, a referendum must be approved by a majority of voters. The Board of Trustees approves a resolution providing for the referendum question to appear on the elections ballot. The referendum question is stated thusly:

Electric:

Shall the township have the authority to aggregate the retail electric loads located in the township and enter into service agreements to facilitate for those loads the sale & purchase of electricity; such aggregation to occur automatically except where any person opts out?

Natural Gas:

Shall the township have the authority to aggregate the retail natural gas loads located in the township & enter into service agreements to facilitate for those loads the sale & purchase of natural gas; such aggregation to occur automatically except where any person elects to opt out?



Pierce Township

Community Demographics

Population: 11,213 (no village)
Amelia Village 3,136

Households: 4,565 (n.v.)
Amelia Village 1,087

***Median Income:** \$66,457
Ohio \$45,395*

Average volume of electricity used:
48,936,800 kWh / year

*According to city-data.com

Aggregation Program Benefits

- ✓ **Buying Power:** Exclusive rate in every month for term of program.
 - ✓ % off residential or fixed rate
 - ✓ % off small business or fixed rate
- ✓ **Zero Early Termination Fees**
 - ✓ This acts as backstop to your program with little to no risk to the community or council.
- ✓ Lower rates than could be negotiated individually
- ✓ Better terms and conditions than could be negotiated individually
- ✓ Completely voluntary
- ✓ Provides more choice
- ✓ No cost to the Township
- ✓ Puts money back in the pockets of residents



Governmental Aggregation Facts



- 82.94% of residential customers typically switch when offered a program.
- On average, during election the pass rate for a Trebel program is 62% with our highest passage percentage being 79%
- Village of Sunbury had 92% of all eligible residents participate.
- Duke: 47% of customers have switched as of March 2016
- Duke: 59.75% have switched through aggregation
- Over 400 Electric Governmental and Natural Gas programs registered with the PUCO. Townships, Cities, Villages and even County's have and are putting together Aggregation Programs.
- **No need for participants to be energy experts. Governmental Aggregation offers participants the easiest way to save money through a program fully vetted by its local officials.**

Police Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|----------------------------|-----------------|---------------|
| Total Service Calls: | 644/686 | 3,083/2,953 |
| Offense Reports: | 32/65 | 168/305 |
| Offenses Closed: | 23/77 | 134/301 |
| Incident Reports: | 17/14 | 90/61 |
| Traffic Stops: | 178/175 | 778/663 |
| Traffic Citations: | 47/52 | 190/173 |
| Juvenile Arrests: | 5/4 | 12/21 |
| Felony Arrests: | 8/6 | 28/20 |
| Misdemeanor Arrests: | 24/39 | 130/209 |
| Minor Misdemeanor Summons: | 3/3 | 30/31 |
| Adult Arrests: | 27/41 | 145/217 |
| Warrants Arrest: | 20/17 | 84/62 |

Police Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|------------------------------|-----------------|---------------|
| Court Details: | 8/8 | 34/57 |
| Mediation Referral: | 1/2 | 5/18 |
| Traffic Accidents: | 2/6 | 22/29 |
| Traffic Warnings: | 71/87 | 348/297 |
| Vehicles Towed: | 0/2 | 11/8 |
| Assist other Jurisdictions.: | 66/68 | 226/227 |
| Service Requests: | 1,608/1,622 | 8,160/7,657 |
| Burglar Alarms: | 56/65 | 368/334 |
| Open Places Found: | 9/6 | 41/25 |
| Business Checks: | 2,145/1,796 | 10,656/8,208 |
| Miles Driven: | 19,369 / 20,429 | |
| Missing Reports: | 0/0 | 4/2 |

Police Department Monthly Report



- May 10- Graduation was held for members of the first Citizens Police Academy in Pierce Township.
- May 18- Police Appreciation Banquet was held at Eastgate Holiday Inn with Officer Jay Shaw winning an award for his dedication and hard work as a K-9 handler for Pierce Township as well as his willingness to assist other agencies with his partner. His partner Razec was also recognized.
- May 19-ALICE Training was instructed to the teachers and students of St. Bernadette School.
- May 26&27- Taser Instructor class held here at Pierce Township. For hosting the training we received free training for three instructors and were allowed to keep items not used for a savings of \$1573.45
- May 30-Arrest of burglary suspect (Anthony Tenhundfeld) in wooded area behind Trevino Ct.

Police Department Monthly Report



33rd Annual Law Enforcement
Appreciation Banquet - Officer
Shaw Receives Award



ST. BERNADETTE
SCHOOL CONDUCTS
SAFETY DRILL



Officer Back on Bike Patrol



Fire Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|----------------------|-----------------|---------------|
| Fire Details: | 42 / 29 | 355 / 444 |
| EMS Details: | 125 / 121 | 518 / 1443 |
| Pierce Twp. Details: | 111 / 105 | 424 / 1232 |
| Ohio Twp. Details: | 30 / 34 | 227 / 371 |
| Mutual Aid Given: | 23 / 11 | 30 / 79 |
| Mutual Aid Received: | 3 / 0 | 20 / 24 |
| Full Staffing: | 13 / 45 | 75 / 453 |
| One-short Staffing: | 9 / 10 | 41 / 104 |
| Minimum Staffing: | 9 / 1 | 30 / 51 |
| Mandations: | 7 / 0 | 23 / 37 |
| Hydrants Serviced: | 750 / 0 | 1239 / 1524 |
| Gear Inspections: | 4 / 10 | 18 / 158 |

Fire Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|----------------------------|-----------------|---------------|
| Trainings: | 19 / 8 | 110 / 171 |
| Training Hours: | 36 / 32 | 191 / 654 |
| Qty. Assurance Check: | 167 / 150 | 607 / 1909 |
| Inspections: | 3 / 19 | 7 / 183 |
| Re-inspections: | 3 / 1 | 24 / 88 |
| Violations: | 4 / 59 | 14 / 462 |
| System Tests: | 2 / 2 | 3 / 23 |
| Plan Reviews: | 0 / 4 | 8 / 22 |
| Pre Plans: | 7 / 3 | 14 / 105 |
| Public Education: | 15 / 15 | 61 / 175 |
| Knox System Installs: | 1 / 0 | 2 / 9 |
| Civil Defense Siren Tests: | 12 / 12 | 48 / 96 |

Fire Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|----------------------|-----------------|---------------|
| Public Records Req.: | 4 / 5 | 25 / 63 |

- Fire Alarm Amelia Ct. Apartments – burnt food – resident to hosp. for smoke inhaled
- Chemicals Inhaled N.R. Frisch's – Air Care to U.C. due to severe condition
- Semi Truck fire on lot of Muenches Furniture – Quick extinguishment by CJFD
- MVA on S.R. 132 @ Ohio Pike due to high speed chase – infant found in woods
- Chief Wright and Light attended Duke meeting regarding dam failure emergency plan
- Active shooter training performed at St. Bernadette w/ Police, Fire & EMA – went well
- Assisted with Walk-A-Thon at Locust Corner Elementary – we presented grand prize
- Ohio Local Government Capital Grant denied for Pierce Township
- Grant funding approved for Ohio Township towards new ambulance
- Work continues on Standard Operating Guidelines
- Attended the Law Enforcement Appreciation Banquet – Chiefs Wright and Light
- Prepared new hire promotional process – see attached motion for recommendations

Service Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|--------------------------------------|-----------------|---------------|
| Roadway Maintenance (minor): | 29/25 | 246/271 |
| Roadway Maintenance (major): | 1/1 | 2/1 |
| Roadway Patching Projects: | 3/0 | 6/0 |
| Resurfacing (linear ft.): | 0/0 | 0/0 |
| Culvert Pipe (repair, replace, new): | 8/25 | 9/27 |
| Catch Basin (repair, replace, new): | 2/5 | 5/5 |
| Curb-Gutter (repair, replace, new): | 10/0 | 18/0 |
| Roadway striping (linear ft.): | 0/0 | 0/0 |
| Roadside Mowing (hours): | 120/96 | 264/240 |
| Street Sign Install (replace, new): | 8/0 | 290/511 |

Service Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|------------------------------------|-----------------|---------------|
| Ditching (linear ft.): | 5/6 | 32/31 |
| Snow/Ice Events: | 0/0 | 9/15 |
| Salt Application (tons): | 0/0 | 956/607 |
| Cemetery Sales (# of lots): | 1/5 | 6/22 |
| Cemetery Mowing/Maint. (hours): | 41/265 | 246/462 |
| Cemetery Instals. (footers, etc.): | 9/2 | 18/23 |
| Funeral Services: | 3/ 4 | 24/24 |
| Playground Inspections: | 1/0 | 4/4 |
| Mulching – All Facilities: | 0/0 | 342/282 |
| Park Maintenance (hours): | 8/6 | 100/28 |

Service Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|---------------------------------|-----------------|---------------|
| Cemetery Sales entered: | 1/5 | 6/790 |
| Cemetery Burials entered: | 3/6 | 24/1,202 |
| Cemetery Deeds Printed: | 1/3 | 6/252 |
| Cemetery Records reviewed: | 0/0 | 0/238 |
| Phone Calls Forwarded to Laura: | 86/104 | 381/179 |
| Road Cut Permits Approved: | 3/0 | 14/0 |
| Inform Us from Website: | 3/0 | 11/0 |

Zoning Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|----------------------------------|-----------------|---------------|
| Zoning Permits Issued: | 12/23 | 49/57 |
| Single-Family Home Permit: | 0/4 | 1/8 |
| Accessory Structure Permit: | 0/1 | 1/3 |
| Zoning Commission Meetings: | 1/0 | 5/5 |
| Board of Zoning Appeal Meetings: | 1/0 | 1/1 |
| Greenspace Committee Meetings: | 1/1 | 5/5 |
| Zoning Violation Notices Issued: | 9/15 | 40/68 |
| “Good Neighbor” Letters Issued: | 0/0 | 0/0 |
| Voluntary Compliance: | 8/7 | 37/25 |
| Mediation/Legal Action Taken: | 0/0 | 0/0 |
| Text Amendments Approved: | 0/0 | 2/0 |
| Rezoning Approved: | 0/0 | 5/0 |

Zoning Department Monthly Report



- 8 New Zoning Violations issued
- 7 Current violations closed
- 2 Old violations closed
- 30 Phone conversations with residents
- 3 Phone conversations with County Officials (Auditor, Board of Health)
- 2 Phone Conversations with lawyers representing 1103 Lang (Georgia Smith)
- 14 Signs removed
- 5 hours phone coverage
- 8 Home Visits – 3359 Merwin Ten Mile Rd, 3361 Merwin Ten Mile Rd, 1106 Lang (2), 1108 Lang, 526 Iris, 3834 Bennett, 1402 Locust Lake
- Started entering Zoning Permits
- Emailed correspondence with Tom Keating about injunctions

Zoning Department Monthly Report



- Jason Nickles - Expansion of Deck
- Gary & Brenda Conn – Detached Carport
- Steven & Lynne Seibert – Detached Garage
- Matthew Addington – Detached Garage
- RBI Partners Inc. – Fence
- Roger & Paul Vogel – Fence
- Raj & Sara Thavamani – Fence
- Ronald & Rebecca Hoeter- Fence
- Nancy Hemplman – Garage Sale
- Scott & Susan Crabtree – Garage Sale
- Lisa & Brett Toft – Pool
- Wal-Mart – Temporary Outdoor Display

Zoning Department Monthly Report



6210 Vineyard Trace – High Grass Complaint



1103 Lang Road – Zoning Complaint



Zoning Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|------------------------------|------------------|-------------------|
| Variances Approved: | 1/0 | 3/0 |
| Other Permits Issued | | |
| Deck/Porches Permit: | 1/0 | 5/2 |
| Fence Permit: | 3/5 | 7/12 |
| Swimming Pool Permit: | 1 / 2 | 5/4 |
| Garage Sale Permit: | 2/1 | 7/3 |
| Sign – Free Standing Permit: | 0/1 | 1/3 |
| Sign – Wall Mounted Permit: | 0/1 | 2/1 |
| Commercial Change of Use: | 1/0 | 5/2 |
| Commercial-Industrial Bldg.: | 0/0 | 0/0 |
| Total Valuation Reported: | 81,388/1,371,844 | 510,262/3,661,420 |

Administration Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|--|-----------------|---------------|
| Requests - Services/Information: | 302/286 | 1,308/1,168 |
| Trainings/Seminars Attended: | 4/1 | 14/4 |
| HR FLMA & Workers Comp. Claims: | 1/1 | 4/4 |
| HR Personnel Actions (New Hires, etc.): | 0/1 | 4/6 |
| Public Records Requests: | 1/3 | 7/6 |
| Purchase Orders Processed: | 11/4 | 218/139 |
| Invoices Processed: | 123/74 | 533/450 |
| Payroll Checks Processed: | 187/622 | 853/1,320 |
| Website updates: | 17/17 | 70/63 |
| Township Meetings: | 2/2 | 7/7 |
| Motions & Resolutions: | | |
| Policy Manual revisions: | 0/0 | 0/0 |

Administration Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|---|-----------------|----------------|
| Township - Facebook Post: | 14/24 | 92/103 |
| New Fans: | 30/30 | 130/142 |
| Likes Post: | 85/25 | 1,306/295 |
| People Reached: | 3,334/2,117 | 32,781/29,700 |
| Share: | 8/3 | 126/133 |
| Police Department - Facebook Post: | 15/10 | 69/53 |
| New Fans: | 131/534 | 2,065/944 |
| Likes Post: | 347/225 | 2,172/532 |
| People Reached: | 20,345/13,305 | 295,483/42,749 |
| Share: | 242/82 | 2,596/244 |
| Cerkl: | 17/15 | 83/22 |
| New Cerkl Subscribers: | 3/10 | 15/15 |

Administration Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|--|-----------------|---------------|
| Website: | | |
| Sessions | 1,644/0 | 9,387/0 |
| Average session duration: | 4.30/0 | 36.47/0 |
| Pageviews: | 4,614/0 | 35,988/0 |
| Top Pages & # of Pageviewers: | | |
| Home Page: | 1,530/0 | 8,310/0 |
| Police/About the Department: | 0/0 | 55/0 |
| Police/Meet the Officers: | 0/0 | 13/0 |
| About the Fiscal Office: | 0/0 | 0/0 |
| About the Trustees: | 0/0 | 0/0 |

Administration Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|---|-----------------|---------------|
| Top Pages & # of Pageviewers Cont'd: | | |
| Police/Police Academy: | 0/0 | 60/0 |
| Trustee Meeting Minutes: | 0/0 | 65/0 |
| 2015 Meeting Minutes: | 0/0 | 0/0 |
| News & Update: | 0/0 | 46/0 |
| Contact: | 130/0 | 696/0 |
| New to Pierce: | 0/0 | 30/0 |
| Greenspace Committee Meeting Minutes: | 0/0 | 0/0 |
| Zoning/Meet the Staff: | 0/0 | 0/0 |

Administration Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|---|-----------------|---------------|
| Top Pages & # of Pageviewers Cont'd: | | |
| Township Parks: | 123/0 | 230/0 |
| Trustee Meeting Schedule: | 0/0 | 1/0 |
| About the Administrator: | 0/0 | 1/0 |
| About/Employment: | 177/0 | 417/0 |
| Fire: | 0/0 | 24/0 |
| Calendar: | 0/0 | 115/0 |
| 2016 Trustee Meeting Minutes: | 0/0 | 55/0 |
| Agenda/Meeting Minutes: | 69/0 | 150/0 |
| Meeting Schedule: | 0/0 | 19/0 |

Administration Department Monthly Report



| Statistical Data | Month 2016/2015 | YTD 2016/2015 |
|---|-----------------|---------------|
| Top Pages & # of Pageviewers Cont'd: | | |
| When do I need a permit: | 0/0 | 180/0 |
| Zoning Forms: | 0/0 | 86/0 |
| 2016 Zone Changes: | 0/0 | 930/0 |
| Fire/About: | 0/0 | 1,756/0 |
| Crime Map: | 0/0 | 110/0 |
| Police: | 0/0 | 50/0 |
| Clean Up Days: | 0/0 | 38/0 |
| New Committee Members Needed: | 39/0 | 93/0 |
| Road Database – Service Department: | 49/0 | 49/0 |

Administration Department Monthly Report



- 3723 Oakwood Drive resident inquiry for Culvert Pipe
- Final data transfers to new server
- Park National Bank on site meeting to review branch consolidation and site improvements and coordination with Perin development
- Multiple reviews and approvals of zoning inquiries and permits for pools, fences, signs, legal nonconforming use, etc.
- Clermont Chamber HR training regarding Bureau Workers Compensation
- Calvin Presbyterian Church of Amelia address resolution
- Mark Policinski briefing on current transportation activities
- Clermont Administrative Officials Roundtable
- Nine Mile Watershed Flooding Issues
- Public Records Request regarding Fischer Developments
- 1123 Ohio Pike Zone Change Public Hearings, GB & SFR to GB
- No Solicitation Ordinance response to inquiry and request to solicit
- Tour Royal Oak Apartments regarding zoning complaints
- On Site Hike & Bike Path meeting with Resident and LRCA Representative
- Board of Zoning Appeals Case Z 3-2013 Hearing

Welcome home! Proudly serving you since 1853”



Main Line – 513-752-6262



Robert Pautke, Chair of Board
Bpautke@piercetownship.org

Bonnie Batchler, Vice Chair
Bbatchler@piercetownship.org

Allen Freeman, Trustee
afreeman@piercetownship.org

Debbie Schwey, Fiscal Officer
Dschwey@piercetownship.org

Tim Hershner, Administrator
Thershner@piercetownship.org

BOARD OF TRUSTEES

Bonnie J. Batchler
Robert W. Pautke
Allen Freeman

FISCAL OFFICER

Debbie Schwey

ADMINISTRATOR

Timothy P. Hershner



POLICE CHIEF

Jeff Bachman

950 Locust Corner Road
Cincinnati, Ohio 45245

(513) 752.4100

Fax # (513) 752.5718

www.piercetownship.org

From: Chief Jeff Bachman
Date: May 31, 2016
To: Pierce Township Trustees
Subject: Commendation

Pierce Township Police Department held its first Citizens Police Academy this year. Sergeant Julie Poe was the supervisor I chose to handle this endeavor. Given nothing more than the go ahead, 4 days of training, and my encouragement, Sergeant Poe did a fantastic job organizing and running the Citizens Police Academy. She looked at both Union Township and Milford Police Departments to see how they ran their Citizens Police Academies and spoke with the officers that ran the academies. Using this as a blueprint, she fine-tuned our academy making improvements to better fit Pierce Township. She developed a 10 week course that would show the students what we do on a daily bases. She used officers from the department to showcase their expertise and when that was not possible she had guest speakers come in to instruct the class. The students got to participate in numerous facets of police work, such as traffic stops, investigations, firearms, and were able to tour the Clermont County Communications Center and the Clermont County Jail.

It was obvious that Sargent Poe put in many hours of hard work to make sure our first academy would be successful as well as educational for the students. After reading the evaluations after each class, and talking to the students at their well-earned graduation, it was clear that the students felt this way too! It was evident that the goal of producing better informed citizens, improving relationships between the community and officers, and for the officers to learn what the concerns of the community were, was achieved.

Sgt. Poe is to be commended on her ingenuity, preparedness, and enthusiasm in running Pierce Township's first Citizens Police Academy, and producing a group of volunteers to assist with police functions as well as "good will" ambassadors of the police department.

Sincerely,

A handwritten signature in black ink that reads "Jeff D. Bachman". The signature is written in a cursive style.

Chief Jeff Bachman

BOARD OF TRUSTEES

Bonnie J. Batchler
Robert W. Pautke
Allen Freeman

FISCAL OFFICER

Debbie Schwey

ADMINISTRATOR

Timothy P. Hershner



POLICE CHIEF

Jeff Bachman

950 Locust Corner Road
Cincinnati, Ohio 45245

(513) 752.4100

Fax # (513) 752.5718

www.piercetownship.org

From: Lieutenant Bryan Burke
Date: May 30, 2016
To: Pierce Township Trustees
Subject: Commendation

I would like to commend Officer Schultz and Officer Tabar for their excellent work in apprehending a burglary suspect. They were able to achieve this within 15 minutes of arriving on scene at 920 Trevino Court. Officers were dispatched for a male that was inside a car of an attached garage at 920 Trevino Court. The male fled into a wooded area when he was discovered by the homeowner. There were no canines available in Clermont County or Anderson Township. The homeowner was able to advise where the male went into the woods and the direction he thought the male was going. Officer Tabar went into the woods and he could hear someone moving through the woods. Officer Schultz arrived on scene and stationed himself at the end of Palmer Court. Officer Tabar began running towards the movement in the woods and eventually spotted the male trying to get away from him. Officer Tabar gave several commands for the male to stop and he kept going. Officer Schultz heard Officer Tabar and he moved into the woods. The male was walking in the direction of Officer Schultz. Officer Schultz and Officer Tabar were able to contain the male and eventually arrest him.

Officer Schultz and Officer Tabar are to be commended for their quick action and superior teamwork that brought a convicted felon to justice after committing another felony.

Lieutenant Bryan Burke

Chief Jeff Bachman

Pierce Township Trustees
Meeting Minutes
May 11, 2016

Call to Order

Chairman Robert W. Pautke called the regular meeting of council to order at 4:35 p.m. Chairman Robert W. Pautke, Trustee Bonnie Batchler and Trustee Allen Freeman were present at roll call.

Executive Session

At 4:35 p.m. Trustee Batchler made a motion, seconded by Trustee Freeman to enter Executive session pursuant to ORC 121.22 ((G) (1) & (2) to consider the employment and compensation of public employees. Present in executive session Attorney Tom Keating, Administrator Tim Hershner, Police Chief Jeff Bachman, Fire Chief Craig Wright, Service Department Director John Koehler and Fiscal Officer Debbie Schwey. Roll call on motion: All aye.

At 6:37 p.m. Trustee Batchler made a motion, seconded by Trustee Freeman, to leave executive session, with no action being taken the Board during the Executive Session. Roll call: All aye.

MEETING RECONVENED

At 6:37 pm, Chairman Pautke asked the Board to return to the main meeting room and asked everyone to stand for the Invocation. Other township department leaders in attendance, Police Chief Bachman, Fire Chief Wright, Assistant Fire Chief Scott Light, Service Department Director John Koehler, Township Attorney, Tom Keating, Administrator Hershner and Fiscal Officer Schwey.

INVOCATION

Sgt. Poe of the police dept. led the Board and residents prayer.

PLEDGE OF ALLEGIANCE

Trustee Batchler led the Board and residents in the Pledge of Allegiance.

Committee Update: Green Space/Parks

Administrator Hershner introduced Mr. George Carpenter who presented to the Board the Park and Nature Space Master Plan.

A motion is made, based on the recommendation of the Parks Committee, that the board approve the Park and Nature Space Master Plan as previously submitted. Trustee Freeman made the motion to approve and seconded by Trustee Batchler. Roll call: All aye.

Mr. Carpenter also presented to the Board that residents have mentioned to him they would like to purchase and donate park benches to the park.

A motion is made, based upon the recommendation of the Parks Committee, that the Board approve a set price, \$1,500.00, for donations of a bench with donor plaque. The bench and plaque to be purchased and placed by the Township in compliance with the Design Standards set forth in the Parks and Nature Space Master Plan. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

Zone Change Z2016-004

Administrator Hershner presented to the Board to set public hearing date for zone change at 1123 Ohio Pike John & Gloria Owens (Z2016-004).

A motion is made, to set Public Hearing date for May 23, 2016 at 6:30 p.m. for zone change case #Z2016-004. Trustee Pautke made the motion to approve, seconded by Trustee Batchler. Roll call: All aye.

Trustee Pautke called for Executive Session on May 23, 2016 at 5:00p.m to consider the employment and compensation of public employees – ORC 121.22(G)(1).

A motion is made, based upon the recommendation of Administrator Hershner, that the Board appoint Jeff Stitt to the Zoning Commission Board for a five year term from 06/01/2016 – 05/31/2021. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

Trustee Updates

Trustee Freeman and Service Department Director Koehler met with county engineers to discuss ways to work together to try and create funds for the township and county roads.

Trustee Freeman met with residents on Nine Mile Road regarding flooding after the heavy rains in April. Trustee Freeman stated there may be some water shed issues.

Trustee Batchler was impressed the Police Academy headed up by Sgt. Julie Poe at how well it went and how well attended. There are plans to have another class.

Fiscal Reports

The fiscal officer included and provided a cash summary, a bank reconciliation report, receipt account status report and an appropriation status report to the Board of Trustees.

Approval of Minutes, Motions and Resolutions

A motion is made, based upon the recommendation of Fiscal Officer Schwey, that the Board approve the April 12 and 13, 2016 Board of Trustees meeting minutes. Trustee Freeman made the motion to approve, seconded by Trustee Batchler. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey; the Board approves the bills from March 31,, 2016 in the amount of \$18,918.65as previously presented. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey; the Board approves the bills from April 8, 2016 in the amount of \$74,181.55 as previously presented. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey; the Board approves the bills from April 11, 2016 in the amount of \$26,386.02 as previously presented. Trustee Freeman made the motion to approve, seconded by Trustee Batchler. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey; the Board approves the bills from April 19, 2016 in the amount of \$32,682.85 as previously presented. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey; the Board approves the payroll from April 20, 2016 in the amount of \$127,527.36 as previously presented. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey; the Board approves the bills from April 26, 2016 in the amount of \$134,039.04 as previously presented. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey, the Board approved the bills from April 29, 2016 in the amount of \$-19,940.28 as previously presented. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey; the Board approves joining The Center for Local Government dental plan with Dental Care Plus. Trustee Freeman made the motion to approve, seconded by Trustee Batchler. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey that the Board approve the Platinum Dental Care Plus plan for the year 2016-2017. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fiscal Officer Schwey that the Board approve the payment of the West Clermont School reimbursement in the amount of \$62,388.14. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fire Chief Wright, that the Board accept the resignation of part time employee Dennis Jason Kiefer effective immediately. He is leaving due to time constraints. Trustee Batchler made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

A motion is made, based upon the recommendation of Fire Chief Wright, that the Board hire Douglas Arthur Streeter Jr. as part time Firefighter/Paramedic at the established rate pending successful completion of all pre-employment requirements and a 1 year probationary period noting that all associated expenses be that of the Township. Trustee made the motion to approve, seconded by Trustee Freeman. Roll call: All aye.

Open Floor Discussion

Resident David Fankhauser of Nine Mile Rd. presented to the Board of Trustees slides and pictures of the flooding on Nine Mile Rd. Trustee Freeman made a comment to take leadership of this matter and to work with the residents and to work with the county to find ways to fix the flooding with creeks overflowing and water running off of the hills onto the residents property.

Adjournment

Trustee Batchler made the motion, seconded by Trustee Freeman to adjourn the meeting at 7:45 p.m.

ATTESTED:

The Pierce Township approved the foregoing minutes of the Board of Trustees on: June 8, 2016

Debbie Schwey, Township Fiscal Officer

Robert W. Pautke, Chairman
Pierce Township Board of Trustees

Pierce Township Trustees
Special Meeting Minutes
Public Hearing
May 23, 2016

The Board of Trustees of Pierce Township, Clermont County, Ohio met for a Special Meeting at 5:35p.m., on Monday, May 23, 2016 at the Pierce Township Administration Building, 950 Locust Corner Road.

CALL TO ORDER

Chairman Robert W. Pautke and Trustee Bonnie Batchler and Trustee Allen Freeman were present at roll call. Attorney Tom Keating and Fiscal Officer Debbie Schwey was also present.

EXECUTIVE SESSION

At 5:35p.m. Trustee Batchler made a motion, seconded by Trustee Freeman to enter into Executive Session pursuant to ORC 121.22 ((G) (1) to consider the employment and compensation of public employees. Roll call: All aye.

At 6:32p.m. Trustee Batchler made a motion, seconded by Trustee Freeman to leave Executive Session, with no action being taken by the Board.

PUBLIC HEARING

Chairman Pautke called to order on Monday, May 23, 2016 at 6:35p.m. the Board of Trustees to hear Zoning Case Z2016-004. Present at the Public Hearing, Administrator Hershner and Attorney Tom Keating.

PLEDGE OF ALLEGIANCE

The Trustees led the residents in reciting the Pledge of Allegiance.

ZONING CASE Z2016-004 John & Gloria Owens

Administrator Hershner presented an overview of zone change for the property located at 1123 Ohio Pike (Angelo's Pizza). Notices were sent to adjacent property owners and legal notice was placed in the Clermont Sun. It is recommended by the zoning commission to approve the zone change.

Trustee Freeman made the motion to approve the zone change and seconded by Trustee Batchler. Roll call: All aye.

No open floor discussion.

ADJOURNMENT

At 6:45p.m. Trustee Batchler made the motion to adjourn the Public Hearing, seconded by Trustee Freeman. Roll call: All aye.

ATTESTED:

The Pierce Township Trustees approved the minutes on:

Debbie Schwey, Township Fiscal Officer

Robert W. Pautke, Chairman
Pierce Township Board of Trustees



Dave Yost • Auditor of State

AUDITOR OF STATE UNIFORM ACCOUNTING NETWORK AGREEMENT

WHEREAS, Ohio Revised Code Section 117.101 authorizes the Auditor of State ("AOS ") to establish and maintain a uniform and compatible computerized financial management and accounting system known as the Uniform Accounting Network (UAN), and to enter into necessary agreements with public offices for the provision of necessary goods, materials, supplies and services to such public offices; and,

WHEREAS, _____ Local Government, in _____ County, Ohio ("Local Government"), desires to participate in the UAN, pursuant to the terms of this Agreement and of any subsequent administrative rules adopted by AOS;

NOW, THEREFORE, AOS and Local Government do mutually agree as follows:

I. GENERAL CONSTRUCTION

AOS and Local Government recognize that the objective of the UAN is to provide public offices with efficient and economical access to data processing hardware and software as well as technical support. AOS and Local Government agree to use their best efforts to cooperate in this endeavor; and it is intended that this UAN Agreement be construed in a manner to best attain that objective. The UAN Agreement does not involve a sale of goods under Ohio law; and AOS and Local Government agree that Ohio Revised Code Chapter 1302 does not apply to this Agreement.

II. AOS OBLIGATIONS

A. Generally

All AOS obligations to Local Government concerning the UAN are represented in this Agreement and the Ohio Revised Code, and the Ohio Administrative Code. Local Government understands that while the UAN is designed to have the likely effect of reducing clerical costs related to financial management and accounting, AOS makes no representations or warranties, express or implied that reduced costs or other savings will result, or that any other improvements in performance will result. Furthermore, this Agreement does not modify or otherwise affect the duties imposed by law upon AOS or Local Government.

B. Computer Hardware

AOS will provide the Hardware listed in Exhibit A, attached hereto and incorporated herein (the "Hardware"), including equipment, peripherals and accessories, to execute the computer program known as "Entity Workbench." AOS will retain title to and ownership of the Hardware and provide for the maintenance of the Hardware as it deems appropriate.

AOS reserves the right to make substitutions and modifications in the specifications of the hardware at any time during the term of the Agreement. AOS will deliver the Hardware to the Installation Site, which shall be located at the address set forth in Exhibit B, attached hereto and incorporated herein.

C. Computer Software

AOS will permit Local Government to use the Software and the associated documentation known as "Entity Workbench." AOS will provide copies of all Software listed in Exhibit C, attached hereto and incorporated herein, necessary for Local Government to participate in the UAN.

D. Installation, Training and User Manuals

AOS will install all Software necessary for Local Government to participate in the UAN. AOS will provide training as it deems appropriate and user manuals which will remain in Local Government's custody during the term of this Agreement.

E. Audits

To the extent AOS deems practicable, AOS will utilize data generated through use of the UAN to conduct future audits of Local Government. [Existing users are currently being audited in this manner.]

D. Additional Assistance/ Cost

In the event it is mutually agreed between the AOS or her representative and the legislative authority of the Local Government, that additional assistance is needed by the Local Government and/or its staff, the scope of the assistance and the associated cost shall be agreed to in writing prior to or within 30 days of the start of the provision of the assistance.

III. LOCAL GOVERNMENT OBLIGATIONS

Local Government obligations are represented in this Agreement as well as in any administrative rules which AOS may later adopt.

A. Computer Hardware

1. Local Government agrees to follow all instructions as may be from time to time communicated by AOS to the Local Government for the care, operation and maintenance of Hardware including, but not limited to, instructions on notifying AOS of any malfunction or damage to the Hardware.
2. Local Government agrees to be responsible for the cost of repairing or replacing any Hardware which is lost or damaged due to any condition or event outside of normal and authorized use. This includes, but is not limited

to, damages or loss caused by:

- a. Fire, flood, humidity, temperature, and other environmental causes;
 - b. Theft and vandalism;
 - c. The improper use of supplies, accessories, attachments, or other devices;
 - d. Unauthorized or negligent use;
3. Local Government agrees to keep all Hardware provided by AOS in a safe, hazard free environment in accordance with the Hardware manufacturer's documentation and to allow reasonable access to the Hardware by AOS and its authorized agents during normal business hours upon reasonable notice.
 4. Local Government agrees to keep all Hardware and Software provided by AOS at the authorized Installation Site specified in Exhibit B of this Agreement and will notify AOS within seven (7) days of any relocation in order to obtain reauthorization. Local Government shall affix and keep on any items provided by AOS, the bar code number identifying that the property is owned by AOS. Upon written demand of AOS or at the termination of this Agreement, Local Government agrees to pay all transportation costs for the return of the Hardware to either the Installation Site or to any other location designated by AOS.
 5. Local Government agrees that all Hardware provided by AOS to the Local Government Fiscal Officer and authorized designees of the Local Government Fiscal Officer shall be used only for the purposes of serving the needs of the Local Government to meet the requirements of the UAN.

B. Computer Software

1. Local Government agrees that all Software provided by AOS to the Local Government and authorized designees of the Local Government shall be used only for the purposes of serving the needs of the Local Government to meet the requirements of the UAN.
2. Local Government agrees to make only one archival copy of the Software provided by the AOS. This copy shall be made for backup purposes only. Local Government shall not otherwise copy or duplicate any Software or program documentation provided by AOS, and shall maintain adequate security measures to safeguard the Software against unauthorized access, copying or duplication. Local Government shall also ensure that its Local Government Fiscal Officer, employees and authorized designee(s) comply with such confidentiality and non-disclosure obligations as are required.

Local Government shall notify AOS within three (3) business days if it knows or has reason to know of any unauthorized access, copying, duplication or use of the whole or any part of any Software provided by AOS. Local Government agrees to be bound by the terms and conditions of any license agreement for the Software.

3. Local Government recognizes that it does not own the software provided by AOS and that it has only a right of limited use. The Local Government will not attempt to modify the Software, decompile or disassemble the object code version thereof, nor to install the Software in any other computer system. Local Government also agrees that it will keep confidential and not disclose, display, impart, divulge or otherwise reveal the contents of the Software to any third party who does not need to obtain access thereto in the official business of the Local Government or of the State of Ohio.
4. Local Government agrees to incorporate in the Software provided by AOS all updates, enhancements and modifications issued by AOS. Local Government shall not permit anyone other than the authorized representatives of AOS to change or alter, in any way, any Software provided by AOS.
5. Local Government agrees that only Software provided by AOS will be installed on the Hardware provided by AOS. Unauthorized installation of Software will result in the Local Government being held responsible for any costs incurred in the removal of the Software or costs resulting from the unauthorized installation of Software.

C. Reporting

Local Government agrees that it will, as prescribed by AOS and pursuant to instructions from AOS, transmit a copy of its data to the AOS. Local Government will also provide all information AOS may from time to time request in order to permit AOS to assure the uninterrupted performance and operation of the UAN.

D. User Agreement

Local Government agrees that it shall require the Local Government Fiscal Officer, and any other authorized designee(s), before using any Hardware and/or Software, to execute the User Agreements in the forms shown in Exhibit D and E respectively, attached hereto and incorporated herein.

E. Insurance

Local Government is required to maintain adequate insurance coverage for all hardware provided by AOS. Local Government's insurance shall provide for the repair and/or replacement of hardware for events including but not limited to theft, electrical failure and acts of God.

IV. USER FEES

A. Amount

Local Government agrees to pay into the Uniform Accounting Network Fund ("UAN Fund"), on a quarterly basis, a monthly User Fee based on the Fee Schedule shown in Exhibit F, attached hereto and incorporated herein, and thereafter, at the rates and in the manner established by AOS by administrative rule. In addition to the monthly user fee, each local government participating in the Uniform Accounting Network shall also pay a monthly hardware surcharge of \$50 to cover the expense related to providing computer equipment described in Exhibit A to each participant pursuant to Exhibit F of this agreement. Local Government understands and agrees that the rates listed in the Fee Schedule shown in Exhibit F are subject to amendment at any time via administrative rule duly adopted by the Auditor of State. The initial User Fee payment will begin to accrue on the first day of the month following the completion of the classroom training provided by AOS.

B. Frequency and Method of Payment

Quarterly payments of User Fees will be due 30 days after receiving the quarterly invoice without the necessity of further demand for payment by AOS. All quarterly payments shall be made payable to the Treasurer of State - UAN Fund and mailed by the Local Government to:

Dave Yost
Auditor of State
Accounts Receivable Office
P.O. Box 1140
Columbus, Ohio 43216-1140

V. TERM AND TERMINATION

A. Term

This UAN Agreement is effective upon execution of this agreement and shall remain in effect until terminated as provided in this Agreement.

B. Termination by Local Government

Local Government may terminate this Agreement after twelve (12) months, after giving AOS ninety (90) days' written notice and by returning to AOS all Hardware and Software and other materials, as provided in Section VI.

C. Termination by AOS

1. AOS may terminate this Agreement without cause by giving Local Government ninety (90) days' written notice. Local Government shall upon termination of the contract surrender to AOS within fourteen (14) days all Hardware and Software and other materials provided by AOS.
2. AOS may immediately terminate this Agreement if Local Government commits any breach of any term or provision of this Agreement that is not capable of being remedied, or in the case of a breach capable of being remedied, shall have failed to remedy the breach within thirty (30) days after the receipt of a request in writing from AOS to do so.

D. Liability After Termination

Following the effective date of termination, this Agreement shall be of no further force or effect except that Local Government shall remain liable for any of its obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Agreement, including, but not limited to those matters set forth in Section VII and Section VIII(E) of this Agreement.

VI. SURRENDER OF HARDWARE AND SOFTWARE

Upon termination of this UAN Agreement, Local Government shall immediately return to AOS, at Local Government's expense, all Hardware and Software provided by AOS, in the same condition as received, less normal wear and tear, and shall deliver to IT/UAN the Hardware and Software packed and ready for shipment to the place specified by AOS. Failure of Local Government to comply with the provisions of this clause shall permit AOS, without notice, to enter the Installation Site and remove all Software and other Materials provided by AOS under this Agreement, between the hours of 8:00 a.m. and 6:00 p.m. on any Monday through Friday.

VII. INDEMNITY

Local Government shall indemnify and hold harmless and keep AOS, its assigns, designees, developers and/or vendors fully and effectively indemnified against any and all losses, claims, damages, charges, expenses, liabilities, demands, proceedings and actions which AOS may sustain or incur or which may be brought or established against it or any of its assigns, designees, developers or vendors by any person or Local Government and which in any case arise out of or in relation to or by reason of:

1. any breach by Local Government of any of the terms or provisions of this Agreement, whether express or implied;
2. any breach or alleged breach by Local Government of any applicable laws or regulations relating to the licensing of the Software, including but not limited to trade secret laws or regulations; or

3. any unauthorized act or omission of Local Government or its employees, assigns or designees and which are not in any such case due to recklessness or willful misconduct of AOS or breach of any obligations of AOS under this Agreement.

If any claim is made against AOS, its assigns, designees, developers or vendors for which indemnification is sought pursuant to this clause, AOS shall consult with the Local Government and subject to being secured to its reasonable satisfaction, shall cooperate with Local Government in relation to any reasonable request made by Local Government with respect to such claim.

VIII. MISCELLANEOUS

A. Entire Agreement; Governing Law; Amendment; Severability

This Agreement constitutes the entire understanding between the parties concerning the subject matter of the Agreement and shall be governed by and construed in accordance with the laws of the State of Ohio. No waiver or amendment of any term or provision of this Agreement shall be effective unless made by a written instrument signed by both parties. Each term or provision of this Agreement shall be construed separately and, notwithstanding that any such provision may prove to be illegal or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.

B. Headings

The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

C. Assignment

This Agreement is personal to the Local Government, and Local Government shall not assign or otherwise transfer any of its rights or obligations hereunder, whether in whole or in part, without the prior express written consent of AOS.

D. Legal Relationship

Nothing in this Agreement shall render Local Government or AOS a partner, agent, representative or joint venturer of the other. AOS and Local Government shall not purport to undertake any obligation of the other, nor shall AOS be liable to Local Government for any debts, obligations or actions of Local Government.

E. Liability

AOS and its assigns, designees, developers or vendors shall not be liable to Local Government for any loss or damage sustained or incurred by Local Government resulting from any defect or error in the Hardware or Software, or from the use by Local Government of the Hardware or Software.*

F. Notice

All demands and notices concerning termination or breach of this Agreement shall be sent in writing by certified mail, return receipt requested, addressed to the respective parties at the addresses set forth below, or to such other address as each may hereafter designate:

To AOS: Uniform Accounting Network
Auditor of State
P.O. Box 1140
Columbus, Ohio 43216-1140

To Local Government: _____

G. Other Documents

Local Government agrees to execute any other documents AOS may reasonably require regarding the UAN including, but not limited to, the User Agreement and documents relating to the Hardware and Software.

* Moreover, the inclusion of a specific revenue source and/or expenditure in the software does not guarantee that your Local Government is authorized by law to engage in a transaction involving that specific revenue source and/or expenditure. Local Government is advised to consult its statutory legal counsel to determine whether a particular transaction is authorized by law.

IN WITNESS WHEREOF, the parties hereto, by and through their respective authorized representatives, have executed this Agreement as of and effective on this _____ day of _____, 20_____.

DAVE YOST
AUDITOR OF STATE

ENTITY GOVERNING BOARD

By: _____

Office of the Auditor of State

EXHIBIT A
HARDWARE

- | | |
|--------------------|-------------------|
| <u>Equipment</u> | - CPU |
| | - Hard Drive |
| | - CD ROM/CD RW |
| | - Modem |
| | - Monitor |
| | - Speaker bar |
| | - Keyboard |
| | - Mouse |
| <u>Peripherals</u> | - Printer |
| <u>Accessories</u> | - Surge Protector |

EXHIBIT B

LOCAL GOVERNMENT INSTALLATION SITE

Location: __ Local Government Site __ Fiscal Officer's Residence

Address: _____

City: _____ Zip Code: _____

Installation Site Phone: (_____) _____

Contact for Site Access: _____

Phone Number(s) for Site Access: (_____) _____

Access Hours: _____

EXHIBIT C

ENTITY WORKBENCH SOFTWARE

1. Operating System Software
 - a. Windows XP
2. Application Software
 - a. Accounting and Budgeting System Module
 - b. Payroll System Module (optional)
 - c. Cemetery Tracking System Module
 - d. Inventory Tracking System Module
3. Office Automation Software
 - a. Microsoft Office 2007
 - b. Microsoft Works (optional)
4. Utility and Support Software
 - a. Symantec Anti-Virus
 - b. Symantec pcAnywhere
 - c. Roxio Easy CD Creator
 - d. iPass Internet Access
 - e. Outlook Express
 - f. Printscreen 2000 Software
 - g. Amyuni PDF Writer

Note - Software includes associated documentation.

EXHIBIT D

**LOCAL GOVERNMENT FISCAL
OFFICER'S USER AGREEMENT**

**AUDITOR OF STATE
UNIFORM ACCOUNTING NETWORK
AUTHORIZED USER AGREEMENT**

I, the undersigned, hereby certify that I am the Local Government Fiscal Officer of _____ Local Government, in _____, County, Ohio ("Local Government"), and that I have been duly authorized by Local Government to use and operate the Hardware, Software and accompanying documentation (collectively, the "Computer Equipment") provided by the Auditor of State ("AOS"), to participate in the Uniform Accounting Network ("UAN"). This User Agreement is made pursuant to the attached UAN Agreement between AOS and Local Government. I agree to the following conditions concerning the care and use of the computer equipment and Software:

1. I understand that AOS owns the Hardware and that it has been provided to Local Government solely for participation in the UAN. I agree to follow all instructions issued by AOS for the care and maintenance of the Computer Equipment and to use it only for the official business of the Local Government. If the Computer Equipment is to be located in my home, I also agree to allow authorized agents of AOS and the Local Government to have reasonable access to it. I understand that if it becomes necessary to repair or to remove the Computer Equipment, I may be required to allow access to the Computer Equipment during regular business hours after I have received reasonable notice.
2. I agree to be personally responsible for the care and custody of the Computer Equipment which has been entrusted to my care. I understand that I will be subject to liability if I copy the Software and accompanying documentation or allow others to do so. I will allow only those persons duly authorized by Local Government or AOS to use the Computer Equipment provided by AOS.
3. I acknowledge that under the UAN Agreement, I am prohibited from changing, in any respect, the Computer Equipment provided by AOS.
4. I understand that the UAN is a voluntary cooperative venture between Local Government and AOS, for the benefit of the people of Local Government and the State of Ohio. I agree to learn all of the UAN procedures to the best of my ability, to take full advantage of the training provided by AOS, and to ask for help when necessary. I understand and agree that it is my responsibility to undertake the necessary training to become knowledgeable of all UAN procedures in order to properly operate the Computer Equipment.

5. I agree that, upon demand of either Local Government or AOS, I will make available all Computer Equipment provided by Local Government and AOS which is in my custody as well as any Software, documents and records which have been produced as a result of my work on the Computer Equipment.

Signed: _____

Date: _____

Telephone: _____

EXHIBIT E

**LOCAL GOVERNMENT FISCAL
OFFICER'S AUTHORIZED
DESIGNEE USER AGREEMENT**

**AUDITOR OF STATE
UNIFORM ACCOUNTING NETWORK
AUTHORIZED USER AGREEMENT**

I, the undersigned, hereby certify that I am an authorized designee of the Local Government Fiscal Officer of _____ Local Government, in _____, County, Ohio ("Local Government"), and that I have been duly authorized by Local Government to use and operate the Hardware, Software and accompanying documentation (collectively, the "Computer Equipment") provided by the Auditor of State ("AOS"), to participate in the Uniform Accounting Network ("UAN"). This User Agreement is made pursuant to the attached UAN Agreement between AOS and Local Government. I agree to the following conditions concerning the care and use of the computer equipment and Software:

1. I understand that AOS owns the Hardware and that it has been provided to Local Government solely for participation in the UAN. I agree to follow all instructions issued by AOS for the care and maintenance of the Computer Equipment and to use it only for the official business of the Local Government. If the Computer Equipment is to be located in my home, I also agree to allow authorized agents of AOS and the Local Government to have reasonable access to it. I understand that if it becomes necessary to repair or to remove the Computer Equipment, I may be required to allow access to the Computer Equipment during regular business hours after I have received reasonable notice.
2. I agree to be personally responsible for the care and custody of the Computer Equipment which has been entrusted to my care. I understand that I will be subject to liability if I copy the Software and accompanying documentation or allow others to do so. I will allow only those persons duly authorized by Local Government or AOS to use the Computer Equipment provided by AOS.
3. I acknowledge that under the UAN Agreement, I am prohibited from changing, in any respect, the Computer Equipment provided by AOS.
4. I understand that the UAN is a voluntary cooperative venture between Local Government and AOS, for the benefit of the people of Local Government and the State of Ohio. I agree to learn all of the UAN procedures to the best of my ability, to take full advantage of the training provided by AOS, and to ask for help when necessary. I understand and agree that it is my responsibility to undertake the necessary training to become knowledgeable of all UAN procedures in order to properly operate the

Computer Equipment.

5. I agree that, upon demand of either Local Government or AOS, I will make available all Computer Equipment provided by Local Government and AOS which is in my custody as well as any Software, documents and records which have been produced as a result of my work on the Computer Equipment.

Signed: _____

Date: _____

Telephone: _____

EXHIBIT F
FEE SCHEDULE

| Total Resources | | | Monthly Fee |
|-----------------|----|--------------|-------------|
| \$ 0 | to | \$50,000 | \$ 8 |
| \$50,001 | to | \$100,000 | \$ 18 |
| \$100,001 | to | \$150,000 | \$ 30 |
| \$150,001 | to | \$200,000 | \$ 37 |
| \$200,001 | to | \$250,000 | \$ 44 |
| \$250,001 | to | \$300,000 | \$ 51 |
| \$300,001 | to | \$350,000 | \$ 62 |
| \$350,001 | to | \$400,000 | \$ 72 |
| \$400,001 | to | \$450,000 | \$ 83 |
| \$450,001 | to | \$500,000 | \$ 95 |
| \$500,001 | to | \$600,000 | \$105 |
| \$600,001 | to | \$750,000 | \$135 |
| \$750,001 | to | \$1,000,000 | \$165 |
| \$1,000,001 | to | \$2,500,000 | \$215 |
| \$2,500,001 | to | \$5,000,000 | \$255 |
| \$5,000,001 | to | \$7,500,000 | \$280 |
| \$7,500,001 | to | \$10,000,000 | \$300 |
| \$10,000,001 | or | MORE | \$325 |

UAN fees are calculated on total resources. "Total Resources" means the sum from the prior year, for all funds other than agency funds, of the unencumbered beginning of the year cash balances plus the total amount of all receipts and other financing sources except interfund advances, transfers, and the proceeds from the sale of bonds, notes and other debt. The auditor of state may exclude other funds or funding sources from the calculation of total resources. The total resources will be calculated by the office of the auditor of state for billing purposes.

In addition to the monthly fees, each local government participating in the Uniform Accounting Network shall also pay a monthly hardware surcharge of \$50 to cover the expense related to providing computer equipment to each participant.

For any local government office that participates in the Uniform Accounting Network but has not been in existence for at least one full calendar year, the monthly fee shall be based on a reasonable projection of the total resources as determined by the local government and the office of the auditor of state.

(Note: These fees are subject to amendment at any time via administrative rule duly adopted by the Auditor of State.)

Dear Chief Wright,

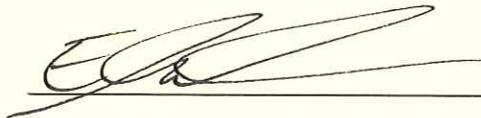
Please let this letter serve as my resignation of my Full Time position with the Pierce Township Fire Department effective as of two weeks on May. 20th 2016. This choice was made because I have accepted another full time position. If you would allow me I would like to stay apart of the department as part-time.

In my time with the department full time, I have gained a volume of experience in many different ways. I take pride in the level of service me and my crew delivered on each detail to the community. I have discussed my plan with my colleges and they understand. I apologize for leaving the department in a tough situation, but I feel this is the best choice for me. I will always embrace my time and memories with the Pierce Township Fire Department.

If you have further to discuss or more details feel free to contact call me at (513)477-6066 or e-mail at ethanwatren@gmail.com. I am more than happy to answer any question that can make this process easier on the department.

Respectfully,

Ethan Watren

 05/06/2016



Pierce Township • Clermont County • Ohio Fire & EMS Department

Serving the Residents Since 1956 – FDID #13-115

BOARD OF TRUSTEES

Bonnie J. Batchler
Robert W. Pautke
Allen Freeman

Fiscal Officer
Debbie S. Schwey

FIRE CHIEF
Craig M. Wright

ASSISTANT CHIEF
James S. Light

Out of Service on the hose rack at station 44

1 3/4"

C005
C049
C0001
C070
C014
C009
9308

2 1/2"

B045
B069
B004
B009
B010
B099
B005
B036
B003
B007
B072
B058
B006
B013
B002
B008
9605



Pierce Township • Clermont County • Ohio Fire & EMS Department

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Craig M. Wright

ASSISTANT CHIEF
James S. Light

5"
A040
9215





Pierce Township Fire Department

General Orders – Policies – Guidelines – Procedures

Section: 100.19 Captain Job Description

Job Description: Fire Captain
Classification: Full-time
Rate of Pay: Per Collective bargaining Agreement
Supervisor: Assistant Fire Chief

This supervisory position reports to the Assistant Fire Chief. This is a full-time (non-exempt) position with all associated full-time employee benefits.

The primary responsibilities of the Fire Captain include but are not limited to the following:

- Provide Leadership and Personnel Management within the Fire Department.
- Ensure understanding, compliance and support with department policies, directives and Standard Operating Guidelines.
- Respond and participate in emergency management in a staff role for emergency incidents.
- Performs various administrative duties including completing evaluations, conducting extensive scheduling, complete and review reports, and preparing memorandums and correspondence for the department.
- Assists in the preparation, administration and monitoring of department budget.
- Ensure all subordinates complete assigned collateral duties in an efficient and effective manner.
- Maintain skills and certifications in all operation areas of a lower rank within the department.
- Assumes duties of the Chief and Assistant Chief during their absence, which may include coordinating all Township Departments and operations during Township wide emergencies and disasters.
- Perform all other related duties as assigned by the Fire Chief.

QUALIFICATIONS

Minimum Education

- Associates Degree in Fire Science, Fire Administration or related field or equivalent of education and experience is required.

Experience

Effective : 05/08/2007

Revised:

Authority: Board of Trustees / CW



Pierce Township Fire Department

General Orders – Policies – Guidelines – Procedures

Section: 100.19 Captain Job Description

- Five years' experience in a township, municipal fire department or fire protection district, providing both fire and emergency medical services with a minimum of three years supervisory and managerial experience required.

Certification Requirements

- Valid State of Ohio Driver's License required.
- All certifications and/or licenses required for employment as a Fire Lieutenant and Firefighter-Paramedic

Skills, Knowledge and Abilities

- Skills in public speaking, creative writing, documentation, leadership, supervision, management, motivation, human behavior, community relations and incident command.
- Knowledge of personnel practices, Township Policies, department policies, fire suppression tactics, advanced rescue, hazardous materials, water rescue, emergency medical services and emergency management.
- Ability to instruct and perform proficiently all facets of fire service including suppression, EMS, rescue, hazardous materials and emergency management.
- Ability to communicate effectively, both orally and writing. Ability to make immediate informed decisions during emergency situations, and implement an incident command system for managing emergency scenes.

Approved By Trustees: May 8, 2007

Revised:

Effective : 05/08/2007

Revised:

Authority: Board of Trustees / CW



Pierce Township Fire Department

General Orders – Policies – Guidelines – Procedures

Section: 100.20 Lieutenant Job Description

Job Description: Fire Lieutenant
Classification: Full-time
Rate of Pay: Per Collective Bargaining Agreement
Supervisor: Fire Captain

This supervisory position reports to the Fire Captain. This is a full-time (non-exempt) position with all associated full-time employee benefits.

The primary responsibilities of the Fire Lieutenant include but are not limited to the following:

- Provide Leadership and Personnel Management within the Fire Department.
- Ensure understanding, compliance and support with department policies, directives and Standard Operating Guidelines.
- Respond and participate in emergency management in a staff role for emergency incidents.
- Performs various administrative duties including completing evaluations, conducting extensive scheduling, complete and review reports, and preparing memorandums and correspondence for the department.
- Assists in the preparation, administration and monitoring of department budget.
- Ensure all subordinates complete assigned collateral duties in an efficient and effective manner.
- Maintain skills and certifications in all operation areas of a lower rank within the department.
- Assumes duties of the Fire Captain during their absence, which may include coordinating all Township Departments and operations during Township wide emergencies and disasters.
- Perform all other related duties as assigned by the Fire Chief.

Minimum Education

Associates Degree in Fire Science, Fire Administration or related field or equivalent of education and experience is required.

Effective : 05/08/2007

Revised:

Authority: Board of Trustees / CW



Pierce Township Fire Department

General Orders – Policies – Guidelines – Procedures

Section: 100.20 Lieutenant Job Description

Experience

Three years' experience in a Township, municipal fire department or fire protection district, providing both fire and emergency medical services with considerable supervisory and managerial experience required.

Certification Requirements

- Valid State of Ohio Driver's License required
- State of Ohio Firefighter II
- State of Ohio Paramedic
- Current ACLS and BLS
- Fire Officer I
- Fire Instructor II
- Fire Safety Inspector
- NIMS 100, 200, 700, 800

Skills, Knowledge and Abilities

- Skills in public speaking, creative writing, documentation, leadership, supervision, management, motivation, human behavior, community relations and incident command.
- Knowledge of personnel practices, Township Policies, department policies, fire suppression tactics, advanced rescue, hazardous materials, water rescue, emergency medical services and emergency management.
- Ability to instruct and perform proficiently all facets of fire service including suppression, EMS, rescue, hazardous materials and emergency management. Ability to communicate effectively, both orally and writing. Ability to make immediate informed decisions during emergency situations, and implement an incident command system for managing emergency scenes.

Approved By Trustees: May 8, 2007

Revised:

Effective : 05/08/2007

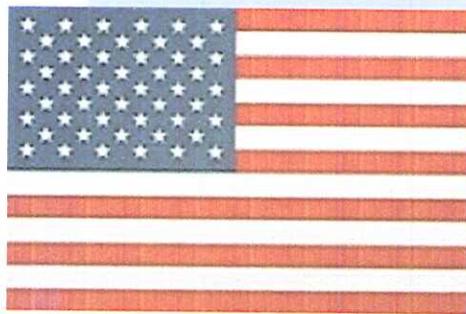
Revised:

Authority: Board of Trustees / CW

Pierce Township

Clermont County, OH

Prepared for: Trustee(s) - Bob Pautke, Bonnie Batchler, and Allen Freeman
Fiscal Officer – Debbie Schwey



950 Locust Corner Road
Cincinnati, OH 45245

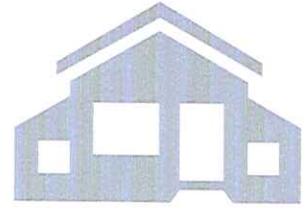


Trebel, LLC is a national energy consulting company serving commercial, governmental, small business and residential clients primarily throughout the deregulated energy markets.

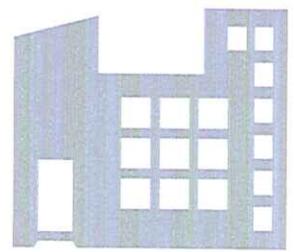
- Trebel, LLC, founded in September 2010, is the parent company of naturalgassuppliers.org (NGS) and electricssuppliers.org (ES) – to bring alternative energy providers directly to consumers and businesses
- We've formed strong relationships with energy suppliers that can meet the many needs of our customers.
- We offer a variety of programs such as fixed, variable and hybrid rate products and have service nearly every deregulated state.
- Scott Belcastro – Principal

“Our primary mission is to help clients lower their energy supply cost, increase site efficiency and leverage state and federal incentive opportunities.”

HOME

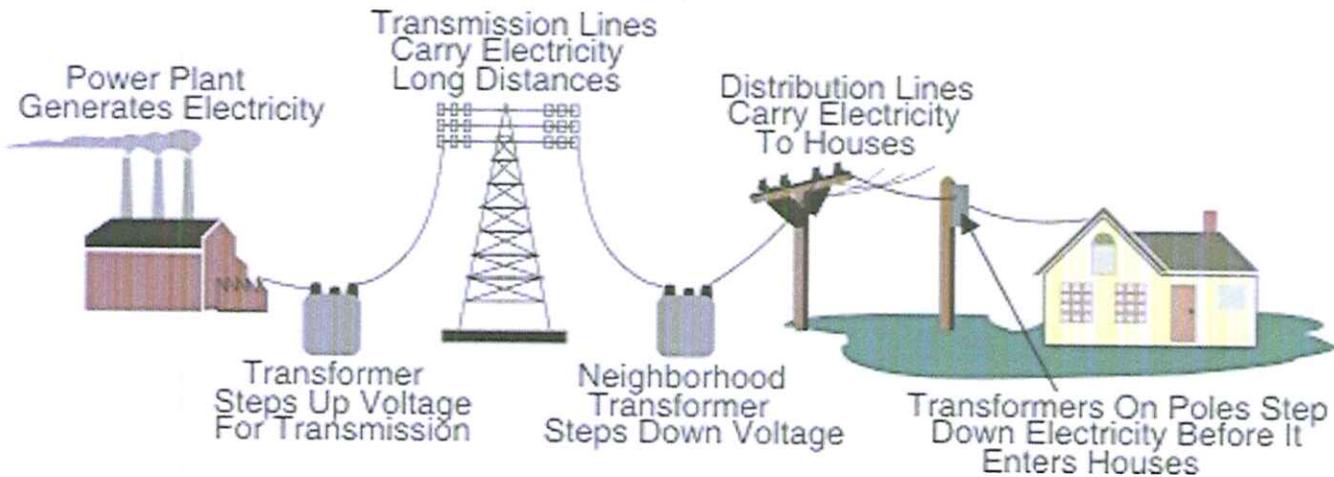


BUSINESS



Orange Township
Village of Sunbury
Prairie Township

Regulated Utility operated

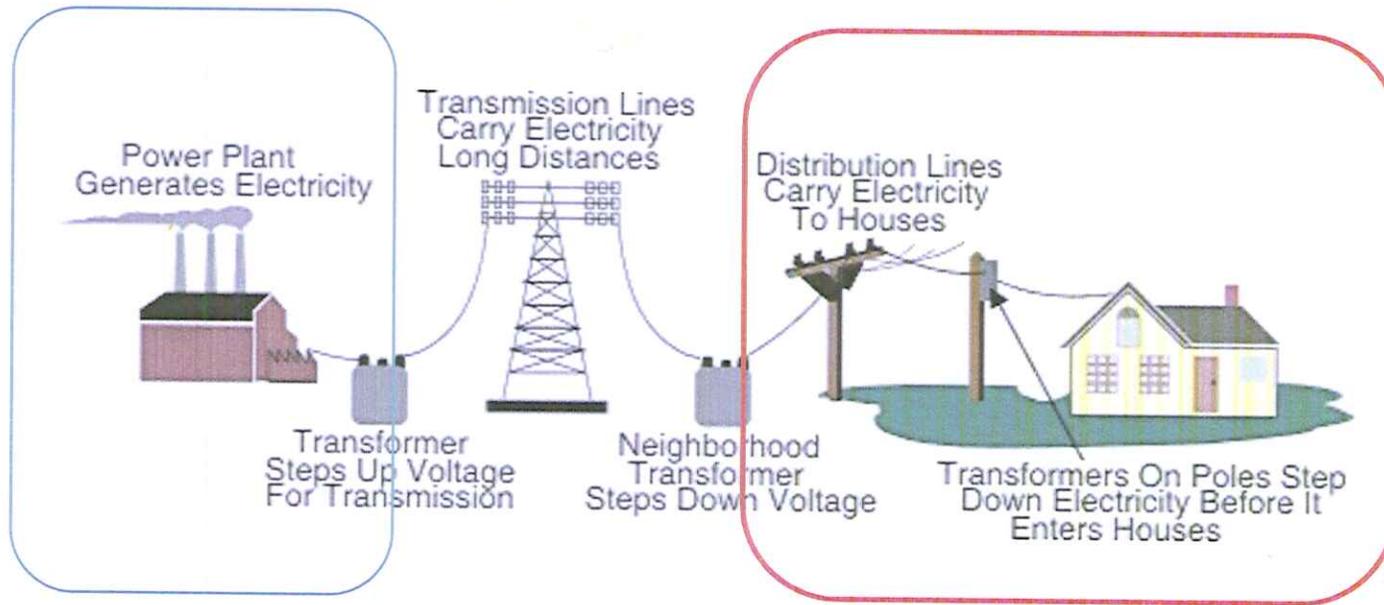


Regulated electric supply:

1. Generation
2. Transmission
3. Distribution

Alternative Supplier

Deregulated



Deregulated electric supply:

1. **Generation- New supplier**
2. **Transmission- Transmission Company**
3. **Distribution- Local Utility**

Governmental Aggregation?



Overview – What is governmental aggregation of electricity and / or natural gas?

Governmental aggregation is an easy and effective way for a large group of consumers to save money on their electric bills.

Ohio law allows for communities – such as townships, cities, villages, and counties – to form aggregated buying groups to purchase electric and natural gas generation on behalf of their citizens. By bringing citizens together, the aggregation gains group buying power and typically can negotiate a better price with the supplier than each aggregation group member could have negotiated individually. The governmental aggregator chooses the generation supplier for all of the customer-members in its group.

Aggregation in general refers to many customers joining together to form a buying group. Governmental aggregation refers specifically to the situation where a township organizes the pooling of its citizens to become the buying group. The township then seeks out offers on behalf of its constituents to get better pricing, terms and services than would be available to an individual. Similar to garbage collection contracts, the township will have the authority to negotiate on behalf of its entire community, the difference being voters give Trustees authority.

Types of Programs:

- **Opt-out:** Trebel helps communities successfully execute one of two programs. By far the most effective is the “Opt-out” program where all residents and small businesses are automatically enrolled. Individual members may choose to Opt-out if they decide not to participate. An opt-out program must first be placed on a primary or general election ballot and approved by a majority of voters before an aggregation can be implemented.
- **Opt-in:** The second program is one where residents and small business can choose to “Opt-in.” Once the local government has negotiated a program individuals can begin signing up to participate.

How does the program work?



Step one, the Vote:

In order for a township to create an aggregation program, a referendum must be approved by a majority of voters. The Board of Trustees approves a resolution providing for the referendum question to appear on the elections ballot. The referendum question is stated thusly:

Electric:

Shall the township have the authority to aggregate the retail electric loads located in the township and enter into service agreements to facilitate for those loads the sale & purchase of electricity; such aggregation to occur automatically except where any person opts out?

Natural Gas:

Shall the township have the authority to aggregate the retail natural gas loads located in the township & enter into service agreements to facilitate for those loads the sale & purchase of natural gas; such aggregation to occur automatically except where any person elects to opt out?

Pierce Township

Community Demographics

Population: 11,213 (no village)

Amelia Village 3,136

Households: 4,565 (n.v.)

Amelia Village 1,087

***Median Income:** \$66,457

Ohio \$45,395*

Average volume of electricity used:

48,936,800 kWh / year

*According to city-data.com

Aggregation Program Benefits

- ✓ **Buying Power:** Exclusive rate in every month for term of program.
 - ✓ % off residential or fixed rate
 - ✓ % off small business or fixed rate
- ✓ **Zero Early Termination Fees**
 - ✓ This acts as backstop to your program with little to no risk to the community or council.
- ✓ Lower rates than could be negotiated individually
- ✓ Better terms and conditions than could be negotiated individually
- ✓ Completely voluntary
- ✓ Provides more choice
- ✓ No cost to the Township
- ✓ Puts money back in the pockets of residents

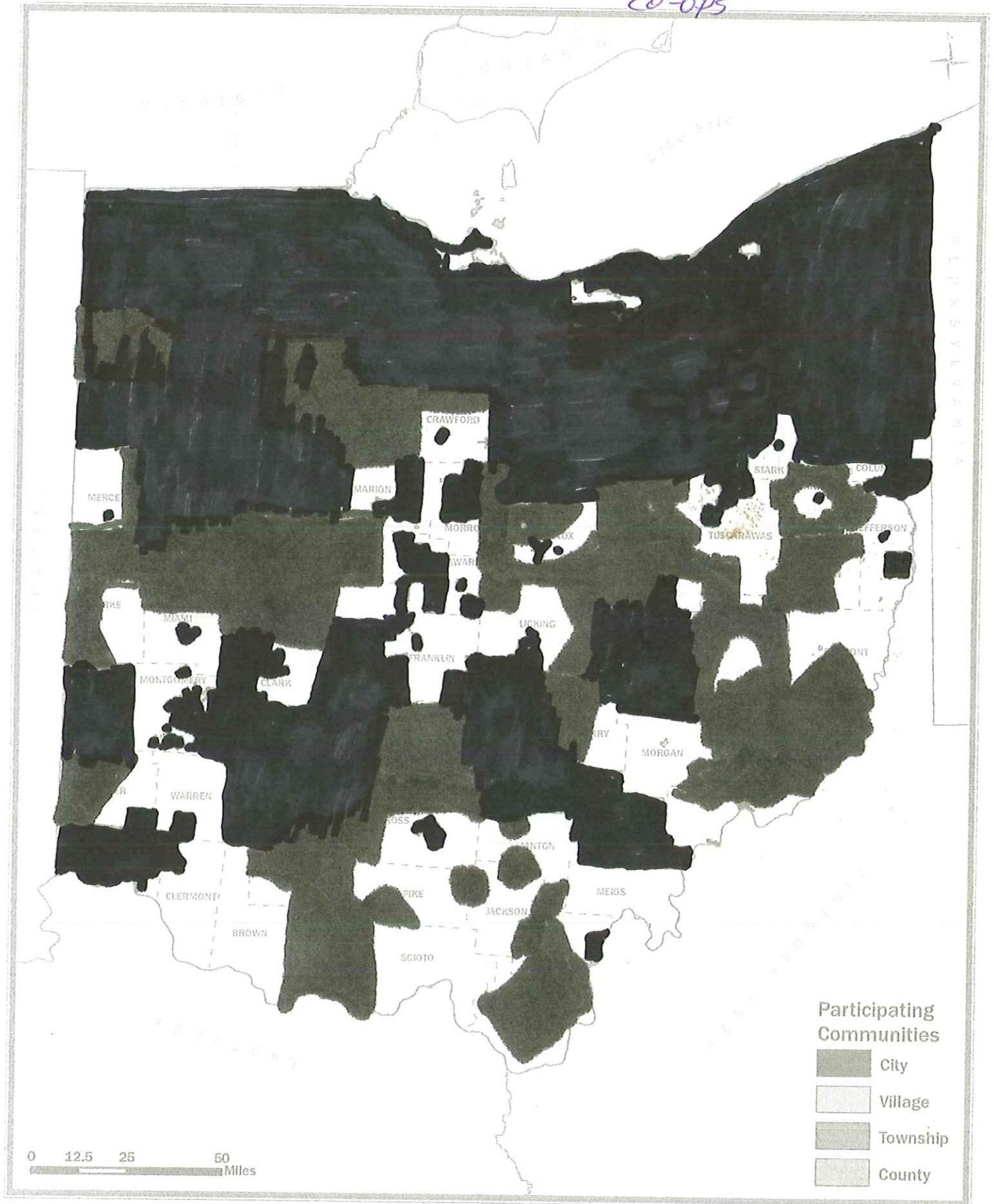
Governmental Aggregation Facts



- 82.94% of residential customers typically switch when offered a program.
- On average, during election the pass rate for a Trebel program is 62% with our highest passage percentage being 79%
- Village of Sunbury had 92% of all eligible residents participate.
- Duke: 47% of customers have switched as of March 2016
- Duke: 59.75% have switched through aggregation
- Over 400 Electric Governmental and Natural Gas programs registered with the PUCO. Townships, Cities, Villages and even County's have and are putting together Aggregation Programs.
- **No need for participants to be energy experts. Governmental Aggregation offers participants the easiest way to save money through a program fully vetted by its local officials.**

Electric Government Aggregators in Ohio

CO-OPS





What is Aggregation?

Ohio law allows for communities, such as villages, townships, cities, and counties to form aggregated buying groups to negotiate lower prices on electric or natural gas generation on behalf of their citizens. Governmental aggregation refers specifically to the situation where a political subdivision organizes the pooling of its citizens to become the buying group. The political officers then seek out offers on behalf of its constituents.

All aggregators must be certified by the PUCO to ensure they are qualified to provide electricity or natural gas in Ohio.

History of Aggregation

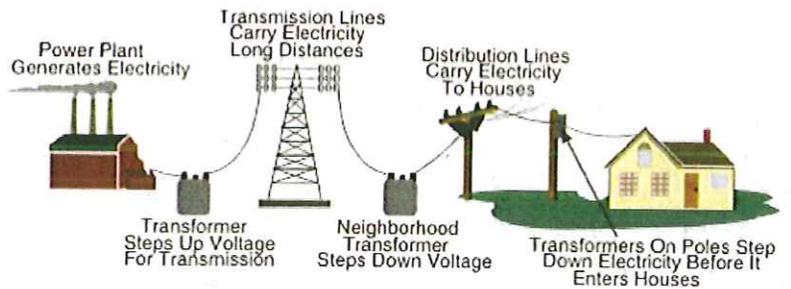
LEGISLATION

- 1999: S.B. 3 was drafted to deregulate the State of Ohio.
- 2001: S.B. 3 was implemented and deregulation began.
- 2008: Rate stabilization plan ends and the Ohio General Assembly passed Senate Bill 221. S.B. 221 created rules to further help move the state toward full deregulation. This legislation included provisions to help stabilize rates, create jobs, and allow the programs to be made available to increase efficiency in the energy industry.

Future of Aggregation

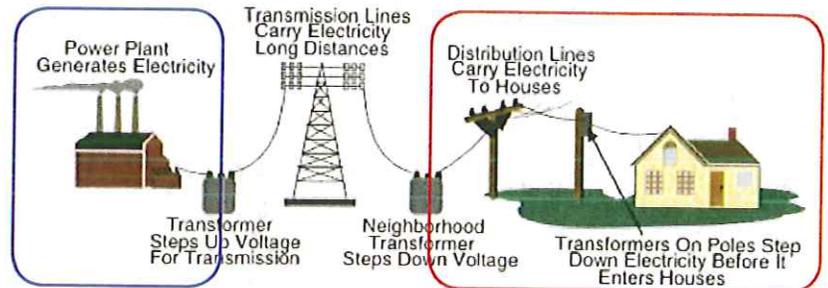
Full deregulation of the electric and natural gas markets is coming. These changing environments are likely to include electric and natural gas competitive auctions creating a downward pressure on prices into the future. Nothing else changes; the billing, reliability, and service requests remain the same, coming from the utility.

REGULATED Utility run: Typical Utility



1. Generation
2. Transmission
3. Distribution

DEREGULATED Alternative Supplier



1. Generation – New supplier
2. Transmission – Transmission Company
3. Distribution – Local Utility

Governmental aggregation is an easy and effective way for a large group of consumers to save money on their electric and natural gas bills.



Types of Programs

Trebel helps communities successfully execute one of two programs:

Opt-out: By far the most effective is the "Opt-out" program where all eligible residents and small businesses are automatically enrolled. Individual members may choose to opt out if they decide not to participate. An opt-out program must first be placed on a primary or general election ballot and approved by a majority of voters before an aggregation can be implemented.

Opt-in: The second program is one where residents and small business can choose to "Opt-in." Once the local government has negotiated a program individuals can begin signing up to participate.

Why Aggregation makes sense?

Communities across Ohio have taken advantage of the many benefits aggregation programs provide, including:

- ✓ Purchasing power – not only does the community band together but Trebel brings multiple communities together to gain further purchasing power.
- ✓ Less hassle: No need for participants to be energy experts. Governmental Aggregation offers participants the easiest way to save money through a program fully vetted by its local officials along with representation by an energy professional.
- ✓ Greater choice with better protections and flexibility.
- ✓ Suppliers win by lowering the cost to market to each individual and can pass along these savings.
- ✓ Community service: educate community on deregulation and community aggregation. This is free to the township and provides a way for members to ask questions.

What Markets and Utilities Does Aggregation Apply to:

Aggregation programs apply to the major public utilities for electric and natural gas.

- American Electric Power (AEP)
- Dayton Power and Light (DP&L)
- Ohio Edison
- Duke (Electric & Natural Gas)
- Dominion Gas
- Columbia Gas
- Vectren Source

Aggregation programs do NOT apply to Cooperatives operating throughout the state. They are privately held and run. An electric cooperative is a not-for-profit, member owned utility service that provides service solely to its members. As they are controlled by their members, electric cooperatives are not regulated by the Public Utilities Commission of Ohio. Electric cooperatives are not regulated by the state, and were not required to restructure under Senate Bill 3 in 1999. - See more at: <http://www.puco.ohio.gov/puco/index.cfm/consumer-information/consumer-topics/choosing-an-electric-supplier/electric-cooperatives/#sthash.HB3pLDvf.dpuf>

"We compared energy brokers when we were kicking off our electric aggregation program and picked Trebel. Scott at Trebel was extremely helpful in educating our residents about electric aggregation and I'm impressed with his follow-up and accessibility. Scott's method made the aggregation process easy for us and resulted in significant discounts for our residents. I'm very happy with our decision."

– Steve Kennedy, Prairie Township Trustee

Misconceptions about Aggregation

X Takes away right to choose

TRUTH: Aggregation provides a superior choice for customers. Not only are the rates typically better than they could negotiate on their own, but the terms and conditions are also superior. For example, customers face no early termination fees and receive ongoing detailed reporting. Options for customers: 1) Take the aggregation service; 2) Opt out and remain with the local utility's default service; or 3) Choose another supplier to provide service.

X Forced change with no notification

TRUTH: The entire process is regulated by the PUCO and Aggregators must follow strict guidelines before switching customers. Customers will receive an opt-out letter from the government entity/supplier giving the customer 21 days to opt out. The local utility will then send out a letter notifying the customer of their right to rescind the offers and providing seven additional days to back out.

X Reduced service levels by utility

TRUTH: Ohio is a deregulated state. By 2017, every public utility will be receiving generation service through a competitive process and not through the traditional utility.

X Aggregation programs are a lot of work for government officials

TRUTH: When you hire a competent consultant, they manage the program from start to finish. Officials typically only need to approve motions to sign documents to complete the work. An experienced consultant should make the process turn-key.

Next Steps

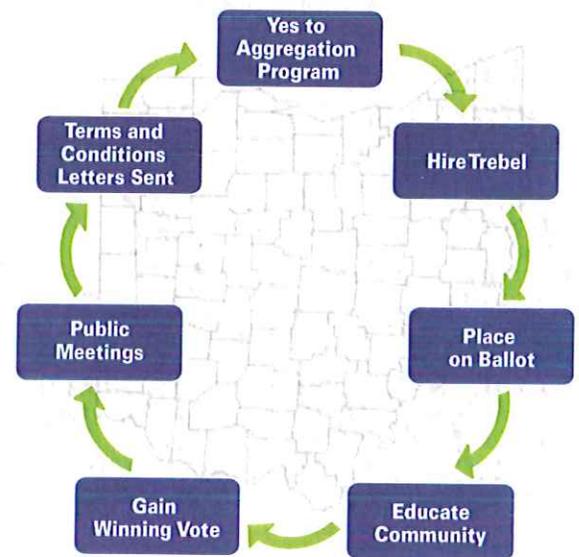
- Hire Trebel to assist with the program. The governmental aggregation market is a complex, well regulated process. Trebel, LLC can make the process easy to navigate and quicken the pace to completion.
- Initiate an educational plan to the community. Frequently when a program fails at the polls it is due to a lack of communication. It's for this reason Trebel works on behalf of communities to educate their members.

Questions?

Call Trebel at 614-425-4885 or toll-free at 877-861-2772.



AGGREGATION IN OHIO



1. Pass an ordinance/resolution to create an aggregation program which must be approved by a majority of voters.
2. Submit issue to local Board of Elections 90 days before election day.
3. Educate your community prior to vote.
 - Having a winning ballot issue is important however educated residents and business owners is a win for everyone.
 - Deregulation is still confusing to most homeowners and small businesses. Therefore, education can result in higher program participation rates.
4. Election day – an example referendum question stated as follows:

Electric: Shall the township have the authority to aggregate the retail electric loads located in the township and enter into service agreements to facilitate for those loads the sale & purchase of electricity; such aggregation to occur automatically except where any person opts out?

Natural Gas: Shall the township have the authority to aggregate the retail natural gas loads located in the township & enter into service agreements to facilitate for those loads the sale & purchase of natural gas; such aggregation to occur automatically except where any person elects to opt out?
5. Once approved: two public meetings.
 - Certification with the PUCO for the political subdivision to become a Governmental Aggregator.
 - RFP to receive bids and negotiate with suppliers the terms and condition of the agreement. Hands down the most important part of this step is the negotiation of the contract, NOT the rate. Terms and conditions lower the risk to residents and officials whereby you receive what is promised.
6. Notification of agreement: opt out letters sent – 21 days to respond.

"The township was approached by a supplier years ago and we decided not to pursue an aggregation program at that time. That supplier's approach did not offer our residents enough protections. After listening to Scott's presentation, it became immediately obvious that he offers a completely different approach to energy aggregation. His program lowered the risk to our residents and provided a more comprehensive and competitive look at the market. We are very happy with the outcome."

– Karen Koch, Concord Township Trustee

Who is calling on us?

Suppliers: Direct provider of the electric or natural gas

PROS:

- Knowledgeable about the market and industry
- Can be directly responsive to customer service requests
- Can offer other services such as energy efficiency

CONS:

- May not be responsive to customer service requests
- Working directly with suppliers doesn't mean you get the best deal. They have more knowledge thus making the agreement favorable to their interests.
- Little incentive to maximize savings or provide long-term advice (they maximize market share)

Agents: Work directly for one specific supplier

PRO:

- Can provide additional service or improved customer service levels vs. working directly with supplier

CONS:

- Sell only one product. Lack of objectivity
- May not be knowledgeable about the industry at all beyond what the supplier wants them to know

Brokers: Work for customer to bring suppliers and customer together

PROS (value added):

- Look at many different supplier options
- Manage various reporting
- Ability to offer market insight
- Can offer customer service assistance
- Provide risk management services
- Can offer other services such as energy efficiency
- No out of pocket costs

CONS:

- Make a fee on your usage - excessive
- May not be knowledgeable about market activities
- May not be objective

Consultant: Works for customers to bring suppliers and customers together

PROS:

- Should be objective
- Earns a flat fee
- Can offer a range of other services
- Should be able to make decisions

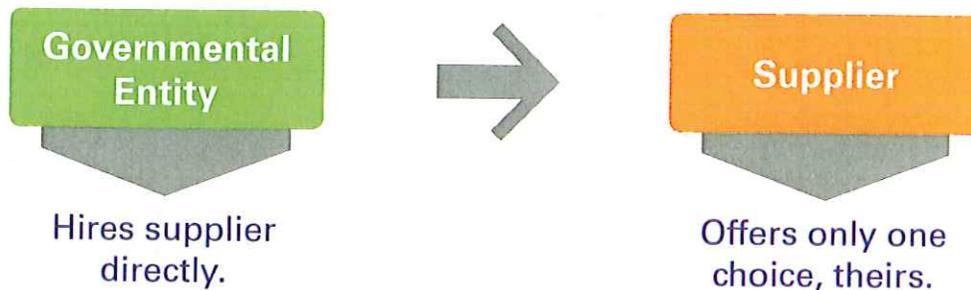
CONS:

- Offer no follow up services unless contracted for an additional cost
- May not be PUCO certified therefore limiting the number of services offered

AGGREGATION

Putting Together a Program: Who to Hire?

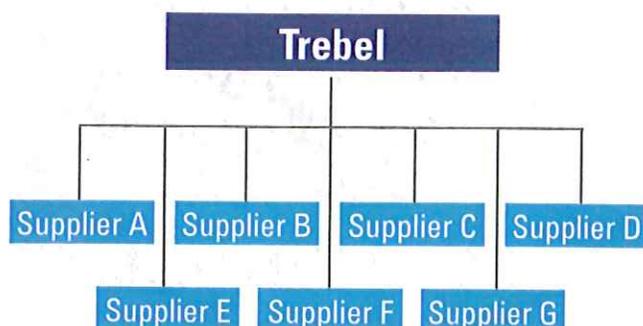
Direct Hire Model



Consultant Hire

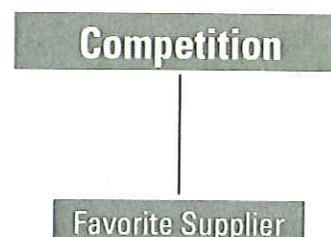


Works on behalf of community.



vs. Competition

Provides few if any value-added services. Loyal to one supplier.



Get behind the services!

| Service | Competitor | Trebel |
|---|--|--|
| Comprehensive Education Plan | <ul style="list-style-type: none"> • Typically will place something in the newspaper and have one town hall meeting • Very little voter education outreach | <ul style="list-style-type: none"> • Custom-designed plan based on the location, utility coverage and community relationships. Political strategist on staff • Newspaper(s), town hall meetings(s), direct mail, door-to-door, community association meetings, and signage at a minimum |
| Client Reporting | <ul style="list-style-type: none"> • Number of participants • KWH usage | <ul style="list-style-type: none"> • Vote pass rates • Number of participants (residential vs. commercial) • KWH usage (Res. and Comm.) • Detailed savings summary to the community, no estimates • Ability to access online through a Trebel Portal |
| PUCO Reporting | <ul style="list-style-type: none"> • Often completed on customers behalf • Sometimes passed on to the Supplier | <ul style="list-style-type: none"> • Completed by Trebel to ensure accuracy and timeliness |
| PUCO Document Filing | <ul style="list-style-type: none"> • Many pass this obligation on to the supplier | <ul style="list-style-type: none"> • Completed by Trebel to ensure accuracy and timeliness |
| Request for Proposal (RFP) Writing | <ul style="list-style-type: none"> • Frequently copied from another source | <ul style="list-style-type: none"> • Complete understanding of the RFP (timing of request, responses, protections and services are all considered) • Trebel in conjunction with its counsel created our own RFP • Each RFP can be customized to each township's needs • Energy markets are unique and subject to market forces RFP must accommodate all parties involved to be equitable |
| Competitive Bidding | <ul style="list-style-type: none"> • Many brokers represent one supplier • Very few have a full understanding of the requirements for govt. competitive bidding • Suppliers representing themselves only provide one offer and have an advantage over officials | <ul style="list-style-type: none"> • RFP to all PUCO approved suppliers unless officials say otherwise • Direct experience in creating a competitive bid • Competitive bidding will typically always result in better terms and conditions • Risk management and protections for customers built into the RFP |
| Supplier Relationships | <ul style="list-style-type: none"> • Few firms use more than one or two suppliers to meet the needs of their programs | <ul style="list-style-type: none"> • Trebel works with all the suppliers that serve your community maintaining good working relationships • Save time and money avoiding unresponsive suppliers |
| Understanding of Government Process and Laws | <ul style="list-style-type: none"> • Limited interaction with govt. process • Lack of knowledge slows the process causing inefficiencies | <ul style="list-style-type: none"> • Able to anticipate needs making the process more efficient • Have worked with many County Prosecuting offices • Increased communication efficiencies |
| Legal Counsel | <ul style="list-style-type: none"> • Being a low cost provider means most offer no legal services • Some use attorneys unfamiliar with energy markets | <ul style="list-style-type: none"> • Attorney specializing in energy with over 15 years experience • Past Chief of Staff for the PUCO • Levels the playing field further when negotiating agreements with suppliers |
| Market Experience | <ul style="list-style-type: none"> • Many have limited understanding of the markets they serve • Can result in poorly negotiated agreements that cause harm to residents financially and officials' reputations | <ul style="list-style-type: none"> • Full understanding of the markets we serve • Better able to anticipate changes in cost components thus able to negotiate better agreements • Protections for the communities and the officials |

Why Trebel?

What our clients say about us...

"We compared energy brokers when we were kicking off our electric aggregation program and picked Trebel. Scott at Trebel was extremely helpful in educating our residents about electric aggregation and I'm impressed with his follow-up and accessibility. Scott's method made the aggregation process easy for us and resulted in significant discounts for our residents. I'm very happy with our decision."

– Steve Kennedy, Prairie Township Trustee

"The township was approached by a supplier years ago and we decided not to pursue an aggregation program at that time. That supplier's approach did not offer our residents enough protections. After listening to Scott's presentation, it became immediately obvious that he offers a completely different approach to energy aggregation. His program lowered the risk to our residents and provided a more comprehensive and competitive look at the market. We are very happy with the outcome."

– Karen Koch, Concord Township Trustee

"Trebel helped us to gain a winning vote at election time with a concrete plan that delivered. Trebel also has delivered on everything promised from the beginning and has continued to invest in our community by partaking in events taking place in the community."

– Susan Brobst, Madison Township Administrator

"Trebel has been very helpful, in Sunbury, getting the aggregation program properly registered with the PUCO. We have been successful, with their guidance, in receiving a 'percentage off' discount for both natural gas and electricity. Scott has been very diligent in responding to questions and concerns from potential and existing customers."

– Dave Martin, Village Administrator, Sunbury, Ohio

"We are pleased we chose Trebel to manage our aggregation program. Their knowledge of energy markets and Township government is unique. Trebel's process and program was a win-win for Bethel Township residents."

– Nancy Brown, Bethel Township Trustee

"The Trustees here in the Township are under constant scrutiny. We were pleased with Trebel's ability to communicate with the residents and work directly with our County Prosecutor. Our residents received a discount double that which was available to them as individuals and all the Trustees are confident we made the right decision to hire Trebel."

– Ron Bullard, Berlin Township Trustee

"Trebel's approach to placing residents first sold me on their program. Their commitment to educating our residents on aggregation exceeded my expectations. It was also very effective judging by the results on election night."

– Charlie Prince, Union Township Trustee

Welcome home! Proudly serving you since 1853”



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