



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

Mark Sousa – *Board Chair*
Joseph Rozzi – *Vice Chair*
Darryl Cordrey – *Trustee*
Kurt Weber – *Fiscal Officer*

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-8520

Township Interim- Administrator

Scott Hughes
(513) 239-2372

Police Department

Scott Hughes – Police Chief
Phone: (513) 683-0538

Fire and Emergency Services

Jason Jewett – Fire Chief
7684 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-1622

Public Works

Don Pelfrey – Director
Phone: (513) 683-5320

Assist. Fiscal Officer

Ellen Horman
Phone: (513) 239-2377

Human Resources

Cheryl Allgeyer
Phone: (513) 239-2384

Zoning Administrator

Cathy Walton
Phone: (513) 683-8520

Parks and Recreation

Nicole Earley
(513) 683-5360

TRUSTEE MEETING AGENDA 11/01/2023

6:00 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal and Accept the audio/video recording as the Official Minutes of the October 18th Board of Trustees regular meeting.
- Bills before the Board

Public Comments

New Business

Public Hearing – Hamilton Pointe Lighting District

Resolutions

- Resolution No. 2023-1101A – Authorizing Disposal of Unneeded, Obsolete, or Unfit-For-Use Property
- Resolution No. 2023-1101B – Authorizing Bidding of Towne Center Phase B
- Resolution No. 2023-1101C – Establishing the Hamilton Pointe Lighting District

Motion – Major v. Minor PUD Modification Determination for Hamilton Pointe

Human Resources

Motion – Motion to amend the roster of Hamilton Township as presented

Trustee Comments

Administrator's Report

Adjournment

The agenda is to give an idea of the various discussions before the Board. The time and order of Agenda items is subject to change in order to maintain efficiency and timeliness of the meetings. Citizens may address the Board under the Public Comment section of the agenda.

The following guidelines protect your rights as well as those of others:

1. Speakers must state their name and full address for the record.
2. The Board Chair will recognize each speaker, and only one person may speak at a time.
3. Speakers will address any and all comments to the Board of Trustees and Fiscal Officer. The Board may request further information from staff at their discretion.
4. Anyone who willfully disrupts a Board meeting may be barred from speaking further or may be removed from the meeting and detained by officers of the Hamilton Township Police Department. (ORC 505.09; ORC 2917.12)

Hamilton Township Trustee Meeting

October 18, 2023

Trustee Board Chairman, Mark Sousa, called the meeting to order at 6:02 p.m. Mr. Rozzi, Mr. Cordrey and Mr. Sousa were present.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

The *Pledge of Allegiance* was recited by all.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the clerk's journal, and accept the tapes as the Official Meeting Minutes of the October 4, 2023, Trustee Meeting.

Roll call as follows:	Joe Rozzi	Abstain
	Mark Sousa	Yes
	Darryl Cordrey	Yes

A motion was made by Mr. Sousa, with a second by Mr. Rozzi, to approve the bills as presented before the Board.

Roll call as follows:	Darryl Cordrey	Yes
	Mark Sousa	Yes
	Joe Rozzi	Yes

Public Comments

Mr. Sousa opened the floor to public comments at 6:04 pm.

Rusty Holman: Requests to add a second public comment section or move the comment section to the end of the Trustee Meeting.

The Board of Trustees agrees to adding a second public comment section to the end of the Trustee Meetings starting November 1, 2023.

Mr. Sousa closed the floor to public comments at 6:06 pm.

Work Session – Striker Road Sewer Easement

Scott Hughes: Property in question is owned by Hamilton Township, formally the community garden. There is interest for purchase of a neighboring property, belonging to South Lebanon's district. The potential owner is asking Hamilton Township to allow a sewer line to run from Striker Road, through the old community garden, connecting to his property.

Mr. Sousa: Has the sewer access been granted and is he reaching out with questions on the planning of the how and where?

Mr. Hughes: This is just a preliminary conversation to see if the township would entertain the idea of allowing a sewer line through the property.

Mr. Cordrey: If we allow the sewer line, would the township have access to the line? If there is development on the property in the future, we would need to ensure access to the line and not blocked.

Mr. Rozzi: Wants to know if there would be any negative impact on the property or deem the property unusable if there is a sewer line put in.

Mr. Sousa: With the current annexation of properties on Striker Road, we need more details about the potential impact.

Mr. Hughes: He will get with Cathy in the Zoning Department and follow up with the Trustees.

New Business

-Motion: Motion to approve the contract with Little Miami Youth Baseball

Mr. Sousa invited Steve Smith to comment regarding the agreement with Hamilton Township and LMYB.

Mr. Smith: He is comfortable and happy with the agreement and does not have any questions or concerns at the time.

Mr. Sousa made a motion with a second from Mr. Rozzi to approve the agreement with Little Miami Youth Baseball.

Roll call as follows:	Joe Rozzi	Yes
	Darryl Cordrey	Yes
	Mark Sousa	Yes

Trustee Comments

Mr. Cordrey: Station 76's Open House had a great turnout, a lot of smiling faces with kids, and it was neat to see the car burning demonstration. Also, thanked Nicole Earley for her help getting prizes and food for the event. Remind residents that the Spooktacular voting has started. Stubbs Mills Road is fully open. Lastly, a long-term resident, Mr. Bill Dowden passed away; he had a profound influence in the township.

Mr. Rozzi: No comment

Mr. Sousa: Reminder Trunk-or-Treat is this Saturday at Testerman Park. Also saddened by the news of Mr. Dowden's passing.

Administrator's Report

Scott Hughes: Construction has started on the new Kroger Marketplace. The widening of State Route 48 is continuing. The Fire Department conducted their Open House with over two hundred participants. Public Works will finalize their budget between now and the end of November. Shawn Parks started his new role as Police Detective. Hamilton Township renewed the insurance plan with OTARMA.

Kurt Weber: Update on Grandin Rd. Bridge, Warren County Engineers just poured the deck of the bridge. Concrete guardrails will be the next step. There are hopes that the bridge will reopen by the end of the year, depending on supplies and weather.

Fiscal Report

Mr. Weber:

September 2023 Fiscal Report- Through the end of September, which is 75% through the year, we have received \$15.9 million of the \$14.8 million budgeted anticipated revenue. The final appropriations/expense budget was \$19 million, we spent over \$11 million which is 59%. The total cash balance overall is \$22 million and the unencumbered fund balance is \$15.5 million. Some of the higher fund balances consist of General Funds at \$1.9 million, Road & Bridge at \$2.2 million, Police Department \$4.1 million, ARPA Fund \$1.1 million, and Fire/EMS at \$3.8 million.

Executive Sessions-

Mr. Sousa made a motion at 6:24 pm with a second from Mr. Rozzi to enter Executive Session in reference to O.R.C. 121.22 (G)(1) to discuss appointment, employment, and compensation of a public employee.

Roll call as follows:

Darryl Cordrey	Yes
Mark Sousa	Yes
Joe Rozzi	Yes

Mr. Sousa made a motion with a second from Mr. Rozzi, to appoint Jeff Wright as the Township Administrator and approve an agreement with Mr. Wright to serve as the Administrator.

Roll call as follows:

Joe Rozzi	Yes
Mark Sousa	Yes
Darryl Cordrey	Yes

Mr. Sousa: Currently we do not have a start date in place yet for Jeff, which is to be determined. Jeff is the current Administrator for Miami Township. He has 27 years of experience in various zoning, planning, and economic development roles. His expertise and passion are in planning and development.

Mr. Sousa invited Jeff Wright to comment regarding the agreement with Hamilton Township as the newly appointed Administrator.

Jeff Wright: He is thrilled to be the next administrator. The external thoughts and feelings with outside communities about Hamilton Township are incredibly positive. He looks forward to creating meaningful relationships with business owners, residents, Little Miami School District, and will be doing outreach with them. Thanked the board and staff for putting their trust in him.

Mr. Cordrey: With Mr. Wright's background, as the Administrator he will exceed the Township's vision with economic development. He has witnessed Mr. Wright's role in the developments with FC Cincinnati, 275 corridor, and Old Milford's redevelopment. He could not be more excited to have Mr. Wright take the position.

Mr. Rozzi: Mr. Wright brings a different level of expertise and professionalism to the township and is extremely excited to have him onboard as the Administrator. He has seen what Mr. Wright has done in the eight years at Miami Township, bringing in FC Cincinnati was admirable and hopeful for what he can bring to Hamilton Township.

Mr. Sousa: Mr. Wright has executed over two thousand TIFs and JEDs, with this caliber of experience he will be adding tremendous value to the township.

Mr. Sousa made a motion at 6:44 pm with a second from Mr. Rozzi to enter Executive Session in reference to O.R.C. 121.22 (G)(1) to discuss appointment, employment, and compensation of a public employee.

Roll call as follows:

Joe Rozzi	Yes
Mark Sousa	Yes
Darryl Cordrey	Yes

Mr. Sousa made a motion with a second from Mr. Cordrey to come out of Executive Session at 6:55 pm.

Adjournment

With no further business to discuss, Mr. Sousa made a motion, with a second from Mr. Cordrey, to adjourn at 6:55 pm.

Roll call as follows:	Joe Rozzi	Yes
	Darryl Cordrey	Yes
	Mark Sousa	Yes



Office of Chief of Police
11/01/23 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Chief of Police

MOTION TO APPROVE RESOLUTION 23-1101A - RESOLUTION AUTHORIZING PRIVATE SALE OF UNNEEDED AND UNFIT-FOR-USE PROPERTY IN THE POLICE DEPARTMENT

This property involves vehicles, which were recently impounded, and their titles signed over to the police department. Most of these vehicles were 'totaled' in car crashes, and/or the value of the vehicle exceeds the tow bill.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on November 1, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Chair*
Joseph P. Rozzi – Trustee, *Vice Chair*
Darryl Cordrey – Trustee

Mr. _____ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-1101A**

**A RESOLUTION AUTHORIZING PRIVATE SALE OF UNNEEDED AND UNFIT-FOR-
USE PROPERTY IN THE POLICE DEPARTMENT**

WHEREAS, the Board of Trustees has certain property in its Police Department, which is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired;

WHEREAS, the property which the Board of Trustees has determined to no longer be needed for public use or to be obsolete or unfit for the use for which it was acquired is as follows:

Year	Make	Model	Vin:
2003	Porsche	Boxster	WP0CA29893U622043
2002	Pontiac	Grand AM GT	1G2NW52E72M722639
2005	Pontiac	G6	1G2ZH548454164949
2003	Ford	Taurus	1FAFP53U83A158446
2004	Ford	Explorer	1FMZU73K94ZA60809
2014	Chrysler	Town & Country	2C4RC1BG6ER316644

WHEREAS, the Board of Trustees has determined that the fair market value of the above listed items is not in excess of two thousand five hundred dollars (\$2,500.00);

WHEREAS, due to the determination of the value of the above-listed property, Section 505.10(A)(2)(a) of the Ohio Revised Code authorizes the Board of Trustees to sell the property by private sale, without advertisement or public notification;

WHEREAS, the Board of Trustees has determined that due to the nature of the above-listed items, disposal of that property by private sale is desirable.

NOW THEREFORE BE IT RESOLVED, that the above-listed property shall be sold, by private sale, without advertisement or public notification.

Mr. _____ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Joseph P. Rozzi –	Aye _____	Nay _____
Mark Sousa	Aye _____	Nay _____
Darryl Cordrey	Aye _____	Nay _____

Resolution adopted this 1st day of November, 2023.

Attest:

Kurt Weber, Fiscal Officer

Approved as to form:

Benjamin J. Yoder, Law Director

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on November 1, 2023

Date: _____

Kurt Weber, Fiscal Officer

The Board of Township Trustees of Hamilton Township, County of Warren, Ohio, met at its regular, 6:00pm meeting on November 1, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Board Chair*
Darryl Cordrey – Trustee
Joseph Rozzi – Trustee

Mr. _____ introduced the following resolution and moved for its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-1101B**

**A RESOLUTION AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE
PHASE B TOWNE CENTER BLVD PROJECT**

WHEREAS, The Kroger Co. and Hamilton Township, Warren County, Ohio (the “Township”) entered into a Development Agreement in January 2023 whereby the Township agreed to perform certain road improvements relating to Towne Center Blvd.; and

WHEREAS, Township staff and the County Engineer have worked together to design the Phase B Towne Center Blvd. improvements (the “Project”).

NOW THEREFORE, be it resolved by the Hamilton Township Board Township Trustees, Warren County, Ohio:

SECTION 1. Staff are hereby authorized to advertise for the solicitation of bids for the Phase B Towne Center Blvd. Project on behalf of the Board of Hamilton Township Trustees; and

SECTION 2. Such advertisement shall be for at least one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County Board of County Commissioners’ Web Site.

Mr. _____ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey –	Aye _____	Nay _____
Joseph Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____

Resolution adopted this 1st day of November, 2023.

Attest:

Kurt Weber, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Township Trustees of Hamilton Township, County of Warren, Ohio, at its regular meeting on November 1, 2023.

Date: _____

Kurt Weber, *Fiscal Officer*

The Board of Township Trustees of Hamilton Township, County of Warren, Ohio, met at its regular, 6:00pm meeting on November 1, 2023 at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Board Chair*
Darryl Cordrey – Trustee
Joseph Rozzi – Trustee

Mr. _____ introduced the following resolution and moved for its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-11-01-C**

**A RESOLUTION ESTABLISHING THE HAMILTON POINTE
LIGHTING DISTRICT PURSUANT TO OHIO REVISED CODE CHAPTER 515**

WHEREAS, pursuant to R.C. 515.02 and 515.03, Hamilton Pointe Investment, LLC (“Petitioner”) filed a petition (the “Petition”) with the Hamilton Township Board of Trustees to establish a lighting district along Towne Center Blvd within the unincorporated territory of Hamilton Township;

WHEREAS, the proposed lighting district spans approximately twenty-seven (27) acres of real property owned by Petitioner (designated Warren County Auditor’s Parcel ID 16052510380 and 16052770160) (the “Property”), as more particularly described and depicted in Exhibit A to this Resolution;

WHEREAS, specifications for the locations, number and type of lights in the proposed lighting district are described and depicted in Exhibit B to this Resolution;

WHEREAS, Duke Energy Corporation has provided the Township with a Lighting Service Agreement for the provision of necessary lighting equipment and electric utility services in the proposed lighting district, which Agreement is attached as Exhibit C to this Resolution; and

WHEREAS, the Board of Trustees held a public hearing on the Petition during the Board’s regular public meeting on November 1, 2023 and determined the necessity of the proposed lighting improvements set forth in the Petition.

NOW THEREFORE, be it resolved by the Hamilton Township Board Township Trustees, Warren County, Ohio:

SECTION 1. The Board finds the lighting improvements proposed in the Petition are necessary for the use and enjoyment of the Property, and will result in both general and special benefits to the Property so lighted. As such, the Board hereby establishes the “Hamilton Pointe Lighting District” in accordance with the Petition, and as more particularly described and depicted in Exhibit A and Exhibit B to this Resolution.

SECTION 2. The Board authorizes the Township’s entrance into the Lighting Service Agreement with Duke Energy Corporation, in substantially the same form as the attached Exhibit C, for the implementation of the Hamilton Pointe Lighting District. The Township Administrator is hereby authorized to execute the Lighting Service Agreement and any other necessary documentation on the Township’s behalf.

SECTION 3. One hundred percent (100%) of the costs incurred by the Township to furnish and maintain the lights in the Hamilton Pointe Lighting District shall be assessed to the owner(s) of the real property benefitted by said lighting district, in accordance with R.C. 515.08.

SECTION 4. The Board shall cause to be certified to the Warren County Auditor the boundaries of the Hamilton Pointe Lighting District, along with assessments for lighting therein as set forth in Section 3 above. The Auditor shall thereafter annually place such lighting assessments upon the tax duplicate, to be collected from the owner(s) of the real property benefitted from said lighting district in equal annual installments for such year, in accordance with R.C. 515.08 and 515.11.

SECTION 5. Hamilton Pointe Lighting District assessments hereafter collected pursuant to this Resolution shall go into the Township treasury, and shall be used by the Board only for the purposes for which they were levied and collected.

SECTION 6. This Resolution shall take effect on the earliest date allowed by law.

Mr. _____ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey –	Aye _____	Nay _____
Joseph Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____

Resolution adopted this 1st day of November, 2023.

Attest:

Kurt Weber, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Township Trustees of Hamilton Township, County of Warren, Ohio, at its regular meeting on November 1, 2023.

Date: _____

Kurt Weber, *Fiscal Officer*

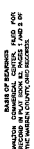
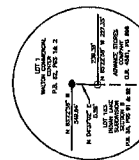
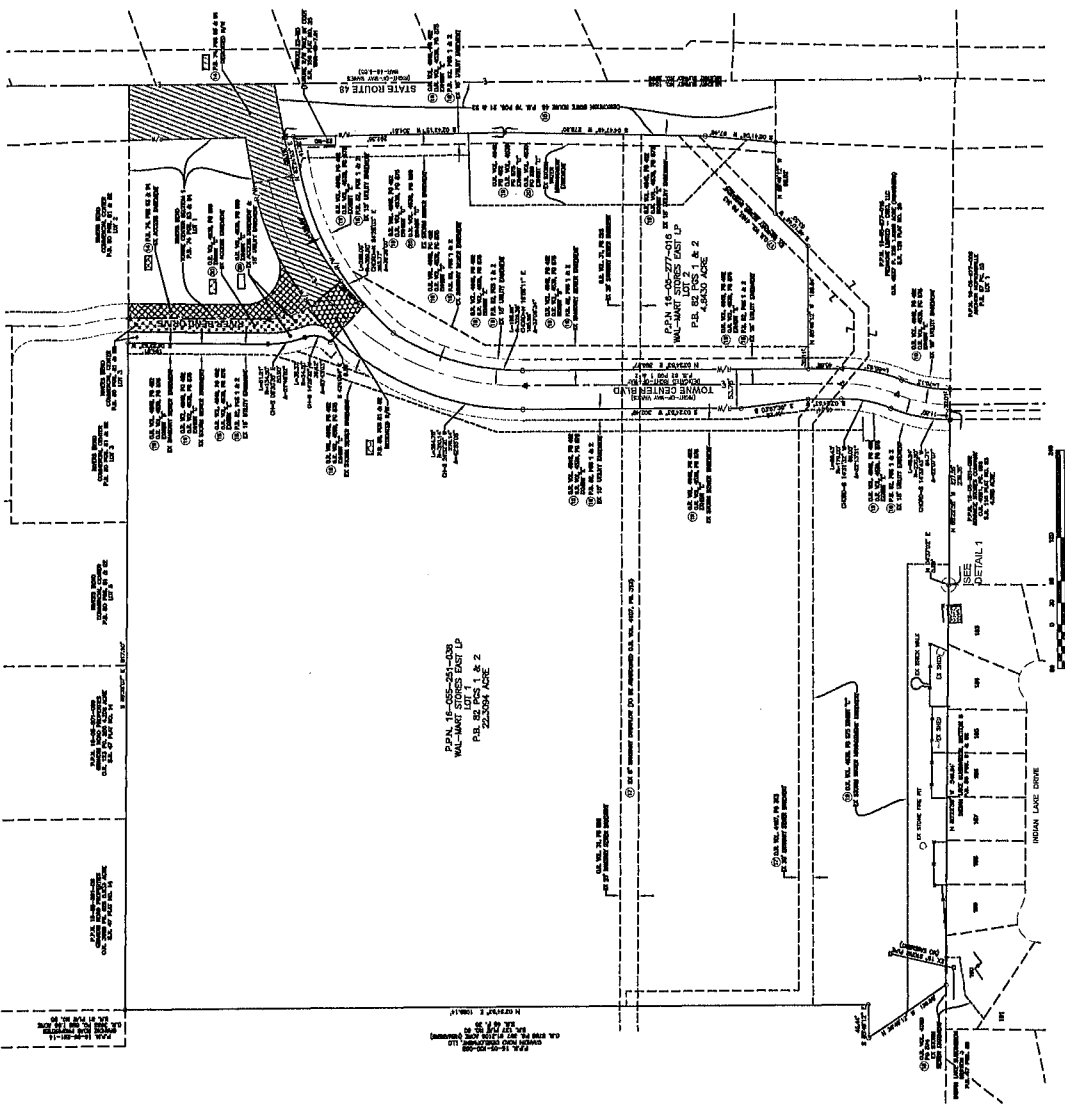



EXHIBIT "A"
LEGAL DESCRIPTION
Sited in Military Survey No. 11-4, Highway Remains, Warren County, Ohio
Survey Lots 1 and 2 of the Record Plat for Watson Commercial Center, filed for record in Plat Book 82,
Pages 1 and 2, of the Warren County, Ohio Records.
NOTE: 1005210128 (Jul 1) 22 1004 Acres

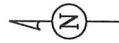
FIRST FIDELITY NATIONAL TITLE INSURANCE COMPANY

[illegible][illegible]


 PRELIMINARY
 408-388-3838
 JAMES E. TOBIASER, SURVEYOR NO. 57725 DATE: _____
 ALTAN/SPS LAND TITLE SURVEY
 OF
 WAL-MART STORES EAST, LP,
 LANDS
 FOR
 CIOUS ROAD PARTNERS LLC

**EXHIBIT
A**

Evans
CivilPro
Engineers, LLC
Consulting Engineers & Surveyors
4119 Duke Drive, Suite 110
Mason, Ohio 45040
(513) 248-1728



(1) 2" PVC SCH40 CONDUIT W/ PULLSTRING
AT A DEPTH OF 30" BETWEEN POLE WRO-11294,
PULL BOXES, AND LIGHT LOCATIONS AS SHOWN
ON PLAN

(5) DUKE SUPPLIED PULLBOXES

- 2ALTUG SECONDARY (THRU CUSTOMER CONDUIT)
* ALTERNATING PHASES

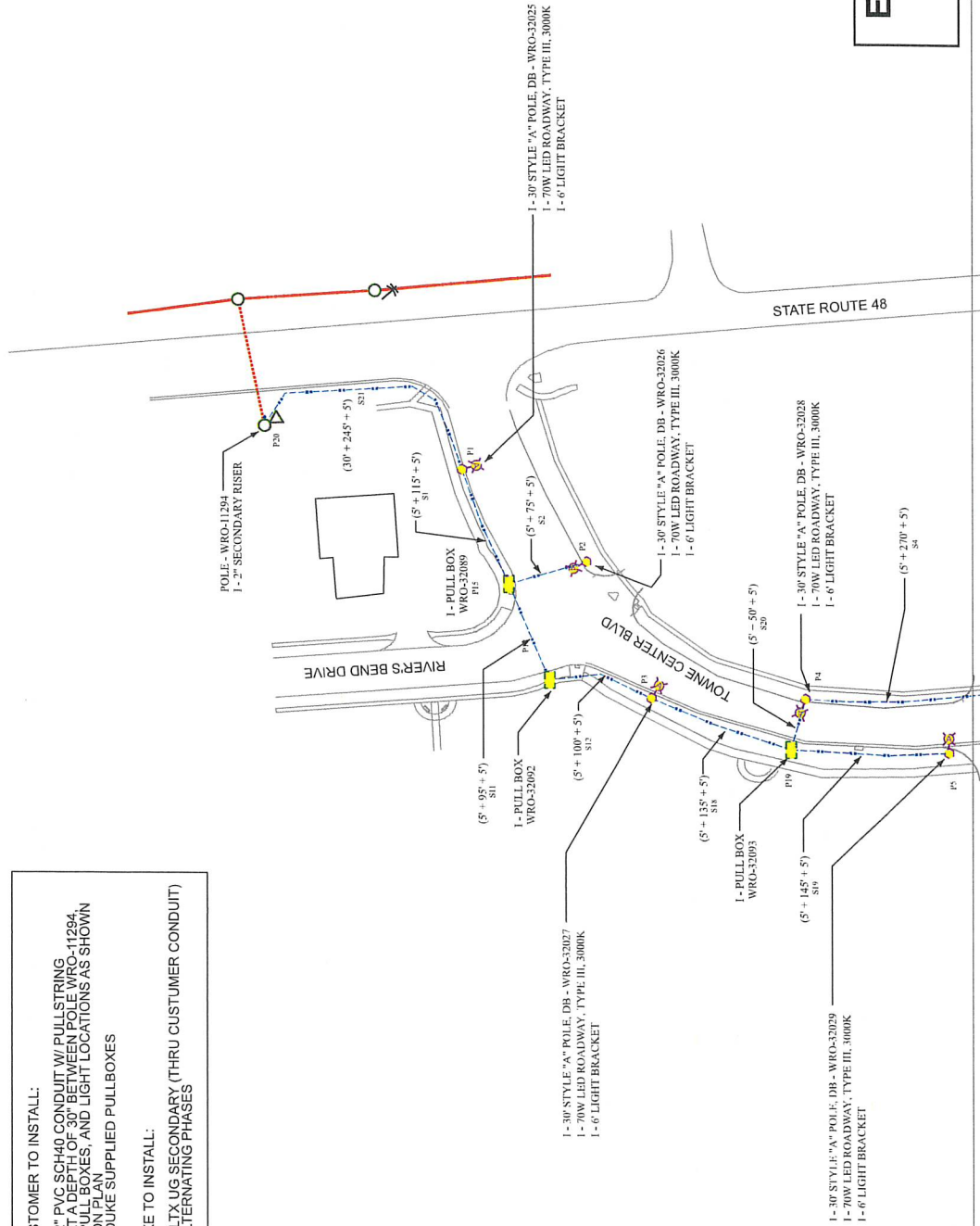
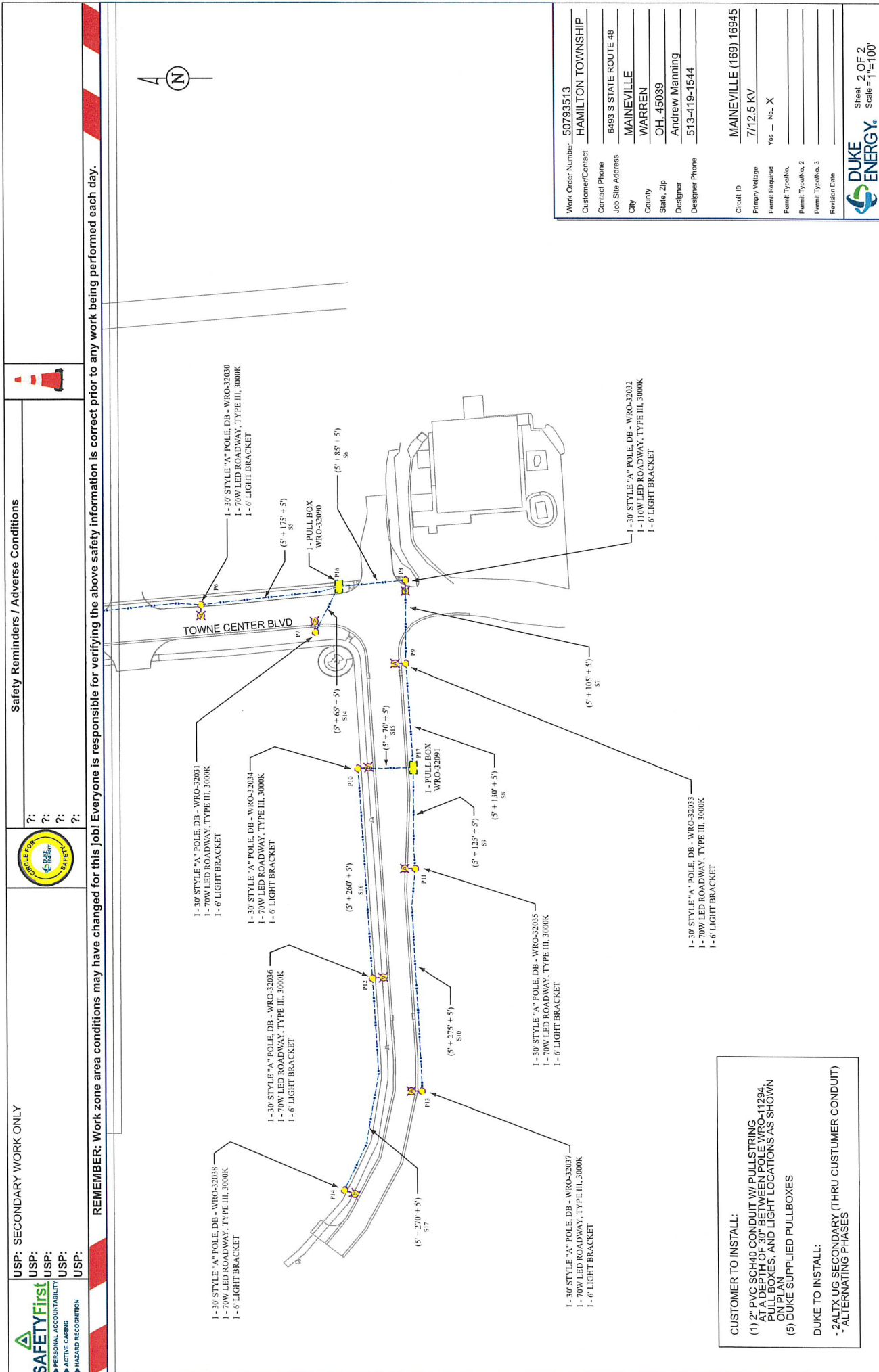


EXHIBIT B

Work Order Number:	50793513
Customer/Contact	HAMILTON TOWNSHIP
Contract Phone	
Job Site Address	6493 S STATE ROUTE 48
City	MAINEVILLE
County	WARREN
State, Zip	OH, 45039
Designer	Andrew Manning
Designer Phone	513-419-1544
Circuit ID	MAINEVILLE (169) 16945
Primary Voltage	7/12.5 KV
Permit Required	Yes — No, X
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	



Sheet 1 OF 2
Scale = 1"=100'



SAFETYFirst

PERSONAL ACCOUNTABILITY
ACTIVE CARING
HAZARD RECOGNITION

USP: SECONDARY WORK ONLY

USP: ?

USP: ?

USP: ?

USP: ?

Safety Reminders / Adverse Conditions

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

- CUSTOMER TO INSTALL:

 - (1) 2" PVC SCH40 CONDUIT W/ PULLSTRING AT A DEPTH OF 30" BETWEEN POLE WRO-11294, PULL BOXES, AND LIGHT LOCATIONS AS SHOWN ON PLAN
 - (5) DUKE SUPPLIED PULL BOXES
- DUKE TO INSTALL:

 - 2ALTX UG SECONDARY (THRU CUSTOMER CONDUIT)
 - ALTERNATING PHASES

Work Order Number	50793513
Customer/Contact	HAMILTON TOWNSHIP
Contact Phone	
Job Site Address	6493 S STATE ROUTE 48
City	MAINEVILLE
County	WARREN
State, Zip	OH, 45039
Designer	Andrew Manning
Designer Phone	513-419-1544
Circuit ID	MAINEVILLE (169) 16945
Primary Voltage	7/12.5 KV
Permit Required	Yes - No, X
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

Sheet 2 OF 2
Scale = 1"=100'

USP: SECONDARY WORK ONLY

USP: ?

USP: ?

USP: ?

USP: ?



OH01 LIGHTING SERVICE AGREEMENT

Customer Information:
HAMILTON TOWNSHIP

Project Information:
HAMILTON TOWNSHIP
MAINEVILLE Ohio 45005-1001

..

Account Number:
9101 1732 0308

Work Order Number:
50793513

Duke Energy Representative Contact Info:
Andrew Manning

This Lighting Service Agreement is hereby entered into this 20th day of September, 2023, between Duke Energy (hereinafter called the "Company") and HAMILTON TOWNSHIP (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Ohio Public Service Commission (PUBLIC UTILITY COMMISSION OF OHIO) and as may be amended and subsequently filed with the PUBLIC UTILITY COMMISSION OF OHIO.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the PUBLIC UTILITY COMMISSION OF OHIO.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 11 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

EXHIBIT
C

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years () Months	83.26	56014.40	56014.40	83.26

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	001	LFIX-RW-LED-110-BLK-III-3000K-M	4001.03	5.76	0.28	4007.07	4007.07
I	013	LFIX-RW-LED-70-BLK-III-3000K-M	4001.03	5.76	0.18	4006.97	52090.61
		Rental, Maintenance, F&E Totals:	\$56,014.42	\$80.64	\$2.62		
		Estimated Change to Base Monthly Charge Total					\$56,097.68

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE POSTED ON THE LIGHTING SERVICE AGREEMENT PAGE AND THE AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

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

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

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

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATE

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

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

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

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION - See Section I

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

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 3 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 3 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

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

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
 - 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion Company, plus System removal costs.
 - 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
 - 4 Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either party by sixty (60) days written notice. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
 - 5 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
 - 6 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
 - 7 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
 - 8 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or
- THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

- to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 9 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
 - 10 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
 - 11 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
 - 12 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
 - 13 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
 - 14 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
 - 15 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
 - 16 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
 - 17 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



Planning and Zoning Director
11/01/23 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the planning and Zoning Director Cathy Walton

Staff is requesting that the Board of Trustees make the determination if the increase in parking spaces requested is considered a minor modification to Stage 2 or a Major Modification to Stage 2 for the Hamilton Township Pointe



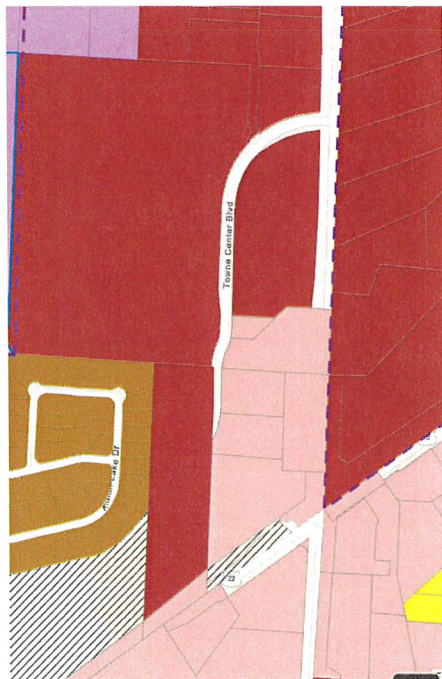
Hamilton Township Board of Trustees

Minor v. Major Modification to PUD

Hamilton Township Pointe

October 30, 2023 at 7:00PM

Applicant:	Manick Smith Group
Spokesperson:	Ashley Fowler
Location:	Hamilton Township Pointe
Size:	1.26 total acres.
Zoning:	B-2 Planned Unit Development (PUD)
Request:	Minor v. Major Modification Determination
Current Zoning:	The current use for this parcel is vacant land with a proposed bank use. The outline indicates the overall area being reviewed.



The Stage 2 and Stage 3 PUD approval included regulations for the residential portion of the development but did not include any regulations for the commercial portion. Therefore, the underlying B-2 regulations would apply.



The proposed use is a bank and the parking regulations require 17 spaces. Section 7.4.2 of the Hamilton Zoning Code allows for a maximum of 25% increase in the parking space allowing for a maximum of 22 spaces. The applicant has indicated that they need 30 number of spaces to operate efficiently.

CHAPTER 7: Parking, Loading and Circulation

Section 7.4. Off-Street Parking Regulations

Day Care Center	1.0 space per 500 square feet
Dry Cleaner	1.0 space per 250 square feet
Equipment Rental	2.0 spaces plus 1.0 space per 300 square feet
Financial Institution	1.0 space per 200 square feet
Funeral Home	1.0 space per 50 square feet
Garden or Landscape Supply Store	1.0 space per 300 square feet plus 1.0 space per 1,500 square feet of outdoor sales or display area
Hotel and Motel	1.0 space per room or suite, plus 1.0 space per 200 square feet of commercial or public meeting space

Because the property has a PUD overlay, any modification must be presented to the Board to determine if the request is a minor or major modification rather to go before the Board of Zoning Appeals for a variance. A minor modification determination allows for staff and/or the Zoning Commission to approve the request. A major modification requires the applicant to go through the Stage 2 PUD process.

Analysis: Per Section 5.8.5 of the Hamilton Township Zoning Code which states:

E. Major Modifications

(1) Major modifications to an approved PUD preliminary site plan or PUD final site plan shall include but not be limited to:

- (a) An increase in residential density;
- (b) An expansion in nonresidential floor area that exceeds 10 percent of the total floor area that was previously approved;
- (c) Changes to the PUD boundaries;
- (d) Changes in the amount (percentage of the total development) or location of different land uses; or
- (e) Changes to internal street patterns that alter the intersection points with existing streets.

(2) Major modifications shall be reviewed in accordance with the entire procedure set forth in Section 5.5.5 Stage 2 – PUD Preliminary Site Plan.

F. Minor Modifications

Other amendments or modifications that are in compliance with the regulations of this code shall be classified as a minor modification and shall be reviewed and approved by the zoning inspector, except that the zoning inspector may elect to submit the minor modification to the zoning commission for review and a decision. Such review shall occur at a public meeting of the zoning commission and shall be subject to notice and fees as established by the board of township trustees and state law.



1

Chase Bank
Minor Vs. Major Modification
Determination

Board of Trustees
November 1, 2023

2

Chase Bank *Minor Vs. Major Modification Determination*

Applicant: Mannick Smith Group

Spokesperson: Ashley Fowler

Address: Hamilton Township Pointe

3

Request:

- Staff is requesting that the Board of Trustees make the determination if the increase in parking spaces requested is considered a minor modification to Stage 2 or a Major Modification to Stage 2 for the Hamilton Township Pointe

4

Review Criteria for Modifications to a PUD:

HTZC Section 5.5.8 (D): The Board of Trustees shall have the authority to determine if the proposed modification is a major modification or minor modification in accordance with this section. Such decision may be appealed to the BZA.

- HTZC Section 5.5.8(E) Major Modifications:

(1) Major Modifications to an approved PUD preliminary site plan or PUD final site plan shall include but not be limited to:

- (a) an increase in residential density;
- (b) an expansion in nonresidential floor area that exceeds 10 percent of the total floor area that was previously approved
- (c) changes to the PUD boundaries;
- (d) changes in the amount (percentage of the total development) or location of different land uses;
- or
- (e) changes to internal street patterns that alter the intersection points with existing streets.

(2) Major Modifications shall be reviewed in accordance with the entire procedure set forth in Section 5.5.5 Stage 2- PUD Preliminary Site Plan.

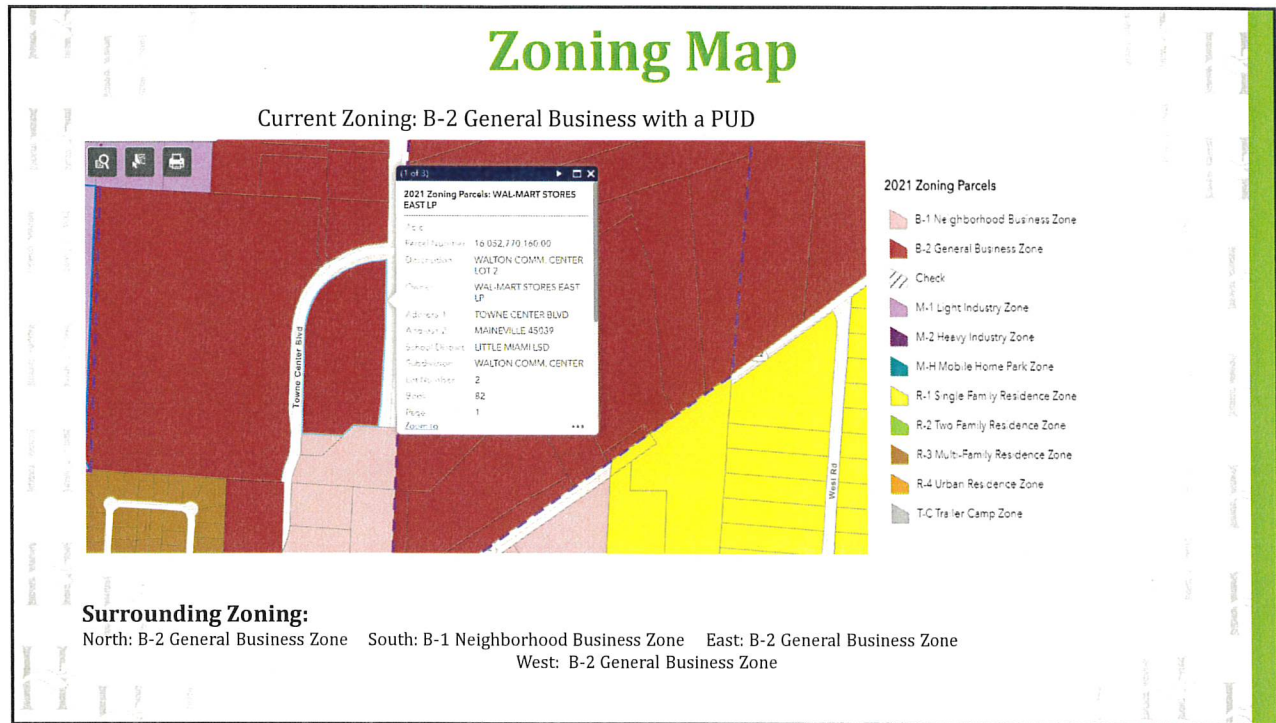
- HTZC Section 5.5.8(F) Minor Modifications:

Other amendments or modifications that are in compliance with the regulations of this code shall be classified as a minor modification and shall be reviewed and approved by the zoning inspector, except that the zoning inspector may elect to submit the minor modification to the zoning commission for review and a decision. Such review shall occur at a public meeting of the zoning commission and shall be subject to notice and fees as established by the Board of Township Trustees and State law.

5

Vicinity Map





7

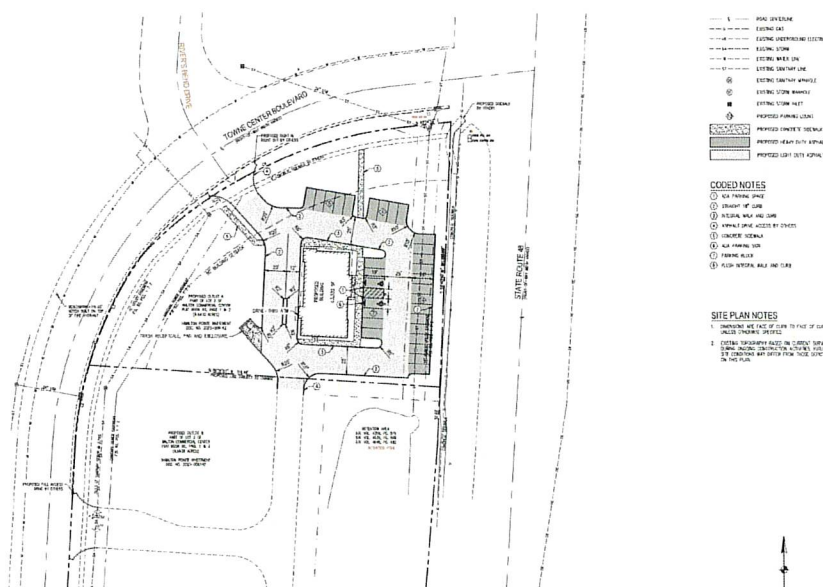
Area Summary:

Hamilton Township Pointe is a mixed-use development that includes multi family residential buildings along with 4 commercial outlots. The development received Stage 2 and Stage 3 approval in 2022.

The PUD approvals included regulations for the residential development but did not include regulations for the commercial outlots. Each outlot will be reviewed using the B-2 General Business standards.

This request is for a modification of the parking regulations for a financial institution. The Hamilton Township Zoning Code requires 17 spaces based on the proposed 3,333 SF bank. The code also allows for a maximum of 25% increase in parking. Chase has indicated that to operate efficiently, they will need 2 spaces per employee. They are projecting 14-16 employees and are therefore requesting 30 spaces, or an approximate 75% increase.

8



9

Review Criteria for Modifications to a PUD:

- HTZC Section 5.5.8(E) Major Modifications:
 - (1) Major Modifications to an approved PUD preliminary site plan or PUD final site plan shall include but not be limited to:
 - (a) an increase in residential density;
 - (b) an expansion in nonresidential floor area that exceeds 10 percent of the total floor area that was previously approved
 - (c) changes to the PUD boundaries;
 - (d) changes in the amount (percentage of the total development) or location of different land uses; or
 - (e) changes to internal street patterns that alter the intersection points with existing streets.
 - (2) Major Modifications shall be reviewed in accordance with the entire procedure set forth in Section 5.5.5 Stage 2- PUD Preliminary Site Plan.
- HTZC Section 5.5.8(F) Minor Modifications:

Other amendments or modifications that are in compliance with the regulations of this code shall be classified as a minor modification and shall be reviewed and approved by the zoning inspector, except that the zoning inspector may elect to submit the minor modification to the zoning commission for review and a decision. Such review shall occur at a public meeting of the zoning commission and shall be subject to notice and fees as established by the Board of Township Trustees and State law.

10



Office of Human Resources
11/01/23 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Human Resources Manager:

Motion to amend the roster of Hamilton Township as presented.

- Reassignment of John Gardner to firefighter/paramedic effective 10/23/2023