



COUNCIL AGENDA

Monday, September 19, 2022 - 7:00 pm
Waynesville Municipal Building

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
Council, September 6, 2022 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
 - Proclamation Declaring the Village of Waynesville a Purple Heart Designated City
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

None

Second Reading of Ordinances and Resolutions:

None

Tabled:

ORDINANCE NO. 2022-041

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE HENRY P. THOMPSON COMPANY FOR SCADA SYSTEM UPGRADE SERVICES

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

October 3, 2022 at 7:00 pm

Upcoming Meetings and Events:

Parks and Recreation Board, September 19 @ 6:00 p.m.

Finance Meeting, September 22, 2022 @ 5:00 p.m.

Public Works, October 3, 2022 @ 6:00 p.m.

**Village of Waynesville
Council Meeting Minutes
September 6, 2022 at 7:00 pm**

Present: Mayor Earl Isaacs
Mr. Brian Blankenship
Ms. Joette Dedden
Mr. Zack Gallagher
Mr. Troy Lauffer
Mrs. Connie Miller

Absent: Mr. Chris Colvin

Village Staff Present: Gary Copeland, Village Manager and Safety Director; Jamie Morley, Clerk of Council

***CLERK'S NOTE-** This is a summary of the Village Council Meeting held on Tuesday, September 6, 2022.*

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Mayor Isaacs called the meeting to order at 7:00 p.m.

Roll Call – 6 present

Mr. Blankenship made a motion to excuse Mr. Colvin from tonight's meeting and was seconded by Mr. Gallagher.

Motion – Blankenship
Second – Gallagher

Roll Call – 6 yeas

Mayor Acknowledgements

Mrs. Miller, Mr. Colvin, and I met with Congressman Chabot for lunch at the Stonehouse Tavern. We discussed issues within the Village, and I took him to see the intersection of Route 42 and North Street. He was able to see how dangerous the intersection was and why a stoplight is needed.

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on August 15, 2022 as written and Mr. Blankenship seconded the motion.

Motion – Miller
Second – Blankenship

Roll Call – 6 yeas

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Public Recognition/Visitor’s Comments

Members of the Little Miami Watershed Network, Chris Barnett, Hope Taft, and Bill Schieman addressed Council and shared the results from “The Value of the Outdoor Recreation in the Little Miami River Corridor” survey results.

Ms. Barnett stated that the organization is a project-oriented group with the main objective being to protect Little Miami. She explained the main project for 2020 was to have an economic survey completed to try to quantify how much the river is worth to its communities. Unfortunately, with COVID the survey was not completed until 2021. Ms. Taft explained that the project took seven months and covered 43 miles from Springfield to Oregonia. There are five sites within Waynesville where the survey was conducted. The survey concluded the annual worth of the river is \$14.9 million with a \$1,379,000 economic impact on the sites within Waynesville. Mr. Schieman explained the organization worked with Ohio State University to help calculate the total recreational and local economic value of the Little Miami River. He stated that municipalities know what an important asset the Little Miami River is to communities, but this study helps quantify in dollars how valuable this asset is. The study stresses the importance to maintain the value by protecting floodplains, slowing down erosion, and keeping the river clean.

Mr. Gallagher thanked the members of the Little Miami Watershed Network for the informative presentation. He stated there is a proposal by a landowner within the Village to fill in an area within the floodplains. He asked if they knew of other municipalities passing zoning codes to protect the floodplains and wetlands and to prohibit development within these areas. Mr. Schieman responded that there are two possible ways to hinder development and it comes down to updating local zoning codes. The first option is legislation that establishes a riparian buffer zone on both sides of the waterway. This could state that 200 feet from the river are to remain treed and vegetation in place. This would help with erosion and filter pollutants from the river. The second zoning legislation to consider is a compensatory storage clause which ultimately means floodplains cannot be filled in without creating a new floodplain: a no net loss of floodplains. The members of the Little Miami Watershed Network stated they would be more than happy to speak with the Planning Commission and provide sample legislation.

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Old Business

None

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Reports

Finance

The Finance Committee meeting is scheduled for September 22, 2022 at 5:00 p.m. The public is invited to attend.

Public Works Report

Public Works met this evening and discussed the aggregate and other projects going on within the Village. The next Public Works meeting is on October 3, 2022 at 6:00 p.m. The public is encouraged to attend.

Special Committee Reports

None

Village Manager Report

- Ohio Valley Painting has begun sanding, priming, and painting the lampposts along Main Street. It is looking very nice.
- Strawser is almost completed with micro surfacing Village streets. Initially, the surface will be rough but with hot weather and wear, the roadways will smooth out and turn gray.
- Asking to table the ordinance on tonight's agenda concerning SCADA. Would like the new hire for the water operator to have a chance to review the proposal.
- The Street Department has been out patching streets that were not resurfaced. Would like to remind everyone that Franklin should be redone next year as part of the OPWC grant to replace water lines and storm drains.
- Thank you to Ashley for weeding the beds around the government center and to Jamie for maintaining file records.
- There will be a ribbon cutting at 220 N Main for Jamie Gabbard's new office.
- Appreciate the Little Miami Watershed Network coming and addressing Council. Currently working with them and Molly Conley from Warren County Water and Soil on the proposed filling-in of the property at the corner of Route 73 and 42. ODOT recently received a request for a right-of-way into this property. I plan to attend the meeting where the application is reviewed and will inform Council of the outcome.
- On August 19, Mr. Colvin, Mrs. Miller, and Mayor Isaacs met with Congressman Chabot for a luncheon.
- ODOT is still reviewing the application for a grant to fund a stoplight at Route 42 and North Street.

- Hired Greg Perkins as the Village's new water operator. Greg has a Class II water license and should be a good fit with the Village.
- The Air Show at Red Stewart Airfield was this weekend and heard it went well despite the weather.

Police Report

- August dispatch calls for service and the August Mayor Court Report have been provided for your review.
- Corporal Morris had a great drug bust which resulted in a felony arrest for drug trafficking. He also recovered several firearms, one of which had been reported stolen. The Warren County Drug Task Force commended Corporal Morris for this drug traffic bust.
- Sgt. Denlinger's August code enforcement report has been provided.
- Firearm qualifying has been scheduled for October 22 at the Franklin range. Plan to provide lunch, snacks, and drinks for all the officers.
- I have made several public alerts to the public to keep them informed of upcoming projects such as paving and painting lampposts.

Finance Director Report

None

Law Report

None

New Business

Legislation

Ordinance No. 2022-041

Authorizing the Village Manager to Enter into a Contract with the Henry P. Thompson Company for Scada System Upgrade Services

Mr. Gallagher made a motion to table Ordinance 2022-041 and Ms. Dedden seconded the motion.

Motion – Gallagher
Second – Dedden

Roll Call – 6 years

Ordinance No. 2022-042

Certifying Special Assessments on Certain Properties
in the Village of Waynesville and Declaring an Emergency (Utility Bills)

Mr. Lauffer made a motion to waive the two-reading rule for Ordinance 2022-042 and Mrs. Miller seconded the motion.

Motion – Lauffer
Second – Miller

Roll Call – 6 years

Ms. Dedden made a motion to adopt Ordinance 2022-042 as an emergency and Mrs. Miller seconded the motion.

Motion – Dedden
Second – Miller

Roll Call – 6 years

Resolution No. 2022-043

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor and Declaring an Emergency

Ms. Dedden made a motion to waive the two-reading rule for Resolution 2022-043 and Mr. Blankenship seconded the motion.

Motion – Dedden
Second – Blankenship

Roll Call – 6 years

Mr. Blankenship made a motion to adopt Resolution 2022-043 as an emergency and Mr. Gallagher seconded the motion.

Motion – Blankenship
Second – Gallagher

Roll Call – 6 years

Second Reading of Ordinances and Resolutions

Ordinance No. 2022-037

An Ordinance Authorizing the Disposal of Obsolete, Unneeded and Unfit for Public Use Personal Property Pursuant to R.C. 721.15

Mr. Gallagher made a motion to adopt Ordinance 2022-037 and Mr. Lauffer seconded the motion.

Motion – Gallagher
Second – Lauffer

Roll Call – 6 yeas

Ordinance No. 2022-039

An Ordinance Authorizing the Execution of an Energy Consulting and Management Agreement with Trebel, LLC and Declaring an Emergency

Mr. Gallagher motioned to amend Exhibit A of Ordinance 2022-039 to change the contract length from five years to three years on Page 1 and delete “in” on page 2 section 3(B). Ms. Dedden seconded the motion.

Motion – Gallagher
Second – Dedden

Roll Call – 6 yeas

Mr. Gallagher made a motion to adopt Ordinance 2022-039 as an emergency and Mrs. Miller seconded the motion.

Motion – Gallagher
Second – Miller

**Roll Call – 5 yeas (Blankenship, Dedden, Gallagher, Isaacs, Miller)
1 nay (Lauffer)**

Tabled Ordinances and Resolutions

None

Executive Session

None

Mr. Blankenship made a motion to adjourn, and the motion was seconded by Mr. Gallagher. All were in favor to adjourn at 7:48 p.m.

Date: _____

Jamie Morley, Clerk of Council

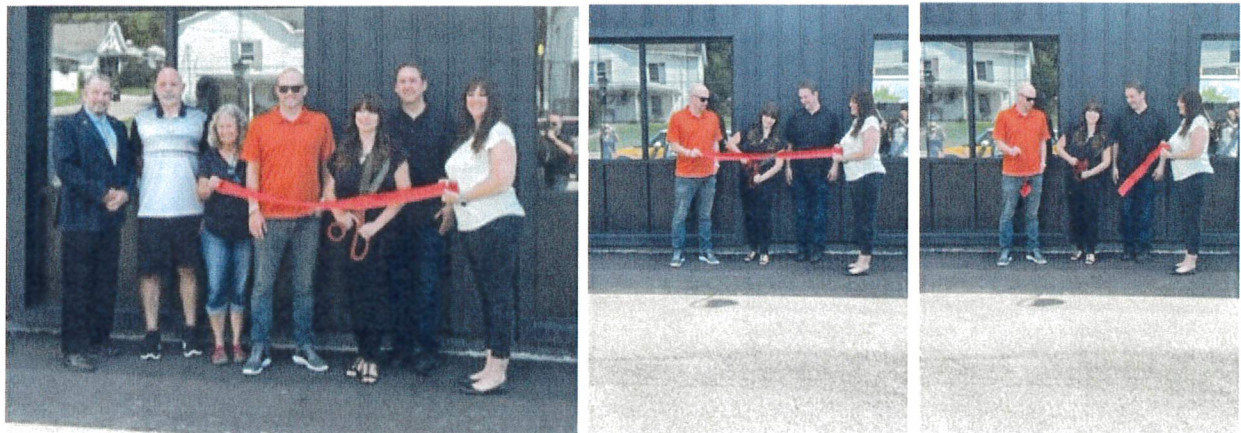
Council Report

September 19, 2022

Chief Copeland

Manager

- I have prepared a proclamation that will be read at the September 19th Council meeting. The Mayor and Village Manager will be proclaiming the Village of Waynesville a Purple Heart Village. There will be a ceremony presented by the Ohio Military Order of the Purple Heart.
- Ohio Valley Painting is still working on the light pole and street sign pole restoration project on Main Street. They are planning on completing the project before the end of September.
- Strawser Construction has completed the micro-surface project in the Village. They resurfaced 12 locations throughout the village and we have received some compliments on the streets.
- Jamie Gabbard's Comey & Shepherd Realtors office at 220 N. Main Street had its ribbon cutting on September 8th and a grand opening on September 10th. Mayor Isaacs, Councilman Lauffer, and Councilwoman Dedden attended the ribbon cutting event.



- The Maimi Valley lighting contract expires on December 31, 2022, so I have provided a renewal contract for your review. Costs have increased due to inflation of wages and material costs. This is a 5-year contract from January 1, 2023, to December 31, 2027. I plan on reviewing the contract with Public Works in October and preparing an ordinance for approval pending no revisions.
- Michael Goettemoeller of Choice One Engineering and I have scheduled a video conference meeting on Wednesday, September 21st at 3:30pm with the Ohio Department of Transportation Central Office Safety Committee regarding the traffic signal request on SR42 at North Street. We have been awarded 10 minutes to present our concerns and request for safety measures on North Street / Corwin Ave. at SR42. In addition, they are allowing 5 minutes for questioning about the traffic light project. Our request is part of an agenda with 14 safety projects looking to be funded by the state. I will keep Council posted on the progress and disposition.
- Brian and Greg from the Street Maintenance Department have been painting curbs to prepare for the Sauerkraut Festival.



- Greg Perkins, the new Water Department Supervisor that was hired and began on September 12th has elected to return to his former employer after 3 days. On September 16th, I interviewed two people for the vacant position. Both people are certified with Class I Operators licenses, and I will be doing a follow-up on both applicants. In addition, I will be looking into contractual companies like Winelco Inc. to see what services they provide.

- SmithCorps returned and did some crack sealing for the Phase III OPWC project follow-up on High Street, Edwards, and Miami Street. This was the final one-year inspection repairs.



Police

- I want to thank Donna Bellman for baking some cupcakes for the officers. The staff appreciated them, and a photo of the cupcakes has been provided.



- Officer Logan Greenwood who is the full-time third shift officer has accepted a position with another agency and will be leaving in October. We have started to accept letters of interest from our active reserve officers to replace him as a third shift full-time patrolman.
- I attended the Warren County Veteran's Court graduation ceremony on September 7th, 2022, called to order by Judge Loxley. The judge wanted to share his thanks for being afforded to do the presentation with Waynesville Council in August.

Village of Waynesville

Warren County, State of Ohio

Street Lighting Agreement

This Street Lighting Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2022 to be effective as of January 1, 2023, (the "Effective Date") by and between Miami Valley Lighting, LLC ("MVLt") and Village of Waynesville of, Warren County, State of Ohio (the "Village"). MVLt and the Village may be referred to individually as a "Party" and collectively as the "Parties."

Whereas, the lighting of roadways and neighborhoods enhances public safety and security; and

Whereas, MVLt is willing to own, maintain, and operate lighting fixtures and associated equipment on a long-term basis to provide full service lighting services and is also willing to provide other street lighting related services; and

Whereas, the Village desires to purchase such full service lighting services from MVLt at the prices and on the terms set forth herein.

Now, therefore, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:**

- A. **Initial Term.** The initial term of this Agreement shall commence on January 1, 2023 and shall remain in effect through December 31, 2027 (the "Initial Term").
- B. **Renewal Term.** MVLt may renew this Agreement for an additional term of the same duration as the Initial Term by providing written notice to renew at least 60 days prior to the end of the Initial Term (a "Renewal Term" and together with the Initial Term, the "Term"). MVLt's written notice to renew shall become effective automatically beginning January 1, 2027, if MVLt does not propose a change in its rates as set forth in the Appendices hereto. If MVLt does propose a change in its rates, such proposal shall be included in its written notice to renew and the Village shall have 30 days after receipt of such notice to provide written notice that it is rejecting the rate change and the renewal. If the Village timely provides such written notice of rejection, this Agreement shall terminate at the end of the Initial Term. If the Village accepts or fails to respond to MVLt's written notice to renew with included rate changes, this Agreement shall be extended for the Renewal Term with the changes in rates as proposed.

2. **Service:** MVLt shall provide the Village's full service street lighting needs and various other related street lighting services designed to illuminate the streets, roads and public places within the Village. Full service street lighting is the provision of street lighting by MVLt using MVLt owned lighting fixtures and associated equipment operated and maintained by MVLt and attached to poles owned by MVLt, AES Ohio or other entity, or Village.

3. **Full Service Lighting Charges:** The individual prices for full service street lighting fixtures/poles are set forth in Appendix A hereto, which is incorporated herein by reference. In Year 2 and Year 4 of the initial term and continuing every other year beginning in Year 1 of any renewal term the monthly charges will be increased according to the below calculated inflation adjustment, but no set of price increases in any year shall be less than 3% or more than 8% from the prices in effect in the preceding year. Village will be notified by a letter dated no later than June 30 for an increase in the following calendar year.

Calculation of Inflation Adjustment:

- Base Index is the CPI-U US City Average for all items for the month of the May 2022.

- Current Index is the CPI-U US City Average for all items for the most recent May prior to the rate adjustment.
- Inflation Adjustment shall be the percentage change from the Base Index to the Current Index, rounded to one decimal place.
- Adjusted Price is the contracted full service lighting charges multiplied by the inflation adjustment within the boundaries described above. This calculation will not be used to decrease pricing.

Example Calculation

Base Index (May 2022) = 292.296

Current Index (May 2023) = 309.000 (Example Only)

Example Calculation: Inflation Adjustment: $(309.000 - 292.296) / 292.296 = 5.7\%$; Adjusted Price = 1.057 x applicable Appendix A or B rates.

4. **Billing and Payment:** Unless otherwise agreed to by the Parties, the charges assessed hereunder shall be billed by MVLT and paid by the Village on a quarterly basis. Bills shall be issued on or about [February 15, May 15, August 15 and November 15]. All bills issued for services rendered hereunder shall be due and payable to MVLT within thirty (30) days of the mailing date of said bills. Payments received after the due date will be subject to interest at the rate of one and one-half percent (1.5%) per month on all balances past due; provided, however, that if the Village contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Village notifies MVLT prior to the due date for payment of the fact that it is contesting and provides the reason it believes such portion of the bill to be incorrect.
5. **Temporary Disconnection:** It may become necessary at times to temporarily disconnect certain street lighting fixtures. MVLT shall temporarily disconnect any of its fixtures at the Village's request and for such requested disconnection, MVLT shall assess and Village shall pay a charge of \$150.00 for each physical disconnection and each physical reconnection of a street lighting fixture. During the period a light has been disconnected, but not removed, at the Village's request, the monthly service charge will be 60% of the applicable full service lighting charge set forth on Appendix A.
6. **New Full Service Lighting Installations:** This section applies only to wholly-new installations where no existing street light fixtures are present. Replacement installations are addressed in other sections.
 - A. Monthly charges are as set forth in Appendix A as adjusted by Section 3. Additionally, the Village shall pay a one-time installation charge for the installation of new standard street lighting fixtures and equipment as set forth in Appendix B hereto, incorporated by reference hereto and as adjusted by Section 3 without caps on upward adjustments. In the event AES Ohio requires metering for any new full service street light installations during the term of the agreement or imposes other requirements on MVLT not required at the time this Agreement is executed, the provisions of Section 12 will also apply.
 - B. The standard street lighting installation of MVLT equipment will be Light Emitting Diode (LED) cobra head fixtures at the Tier I, Tier II, Tier III, or Tier IV levels. These lights will be installed on existing or new wood or metal poles provided by MVLT, AES Ohio, other entity, or Village, where electricity for the lighting can be supplied with overhead conductor spans served from the Electric Distribution Utility's (EDU) existing secondary distribution system using accepted engineering standards. Should the Village choose to have MVLT install a standard cobra head fixture on an AES Ohio or other pole, and to the extent that AES Ohio or other pole owner charges ("third-party charges") MVLT to have the fixture installed, MVLT will pass-through and the Village will pay MVLT for such third-party charges. MVLT will offer decorative type light fixtures of types and styles designated by MVLT. The decorative lighting fixtures will be available for installation on appropriate MVLT or other entity provided poles.
 - C. Installation of new fixtures/poles pursuant to this Section 6 will be scheduled by MVLT after receiving final approval by the Village of MVLT's proposal and plans for installation and receipt of purchase order for the above-described charges from the Village's authorized agent.
 - D. MVLT can provide a selection of street light product offerings. If the Village desires a street light product not

in MVLT's offerings, MVLT will work with the Village in an effort to develop a proposal for the desired street light product. Additional charges may apply and will be included in the proposal.

- E. Fixture Minimum Service Life. The Village agrees that any new full service lighting installations and/or luminaires added by MVLT within the Village during the term of this Agreement under this Section 6 will remain in place during the Term of this Agreement.
7. **Existing Full Service Installations:** This section applies to installations in existence as of the date of execution of this Agreement
- A. Monthly charges are as set forth in Appendix A as adjusted by Section 3. In the event AES Ohio requires metering for any new full service street light installations during the term of the agreement or imposes other requirements on MVLT not required at the time this Agreement is executed, the provisions of Section 12 will also apply.
 - B. Any inoperable High-Pressure Sodium (HPS) cobra head or decorative fixture will be changed out to the equivalent size LED fixture at no change-out charge to the Village. As each luminaire is replaced, the corresponding HPS luminaire shall be removed from the fixture inventory and the corresponding LED luminaire shall be added to the fixture inventory. Thereafter, the Village will pay the monthly full service charge for each LED fixture. If, in the judgment of MVLT, a lighting fixture becomes obsolete or will no longer be serviceable, MVLT will change the light out to a standard MVLT street light fixture at no change out cost to the Village. The Village will pay the monthly full service charge for the new fixture. MVLT may also change lighting fixtures to technically or economically superior equipment.
 - C. All change-outs or other changes to existing fixtures or poles not specifically addressed in this Agreement, including but not limited to change-outs from or to other non-standard fixtures or involving relocation of fixtures or mast arms on existing poles will be done only if the Village requests such work, and there is mutual agreement by the Village to the charges proposed for such work by MVLT.
 - D. In the event that the existing installation is a HPS fixture, Village, at its option, may execute Appendix D hereto, which sets forth the mechanisms for replacing HPS fixtures with LED fixtures.
8. **Non-Standard Street Lighting Installations:** MVLT may also install and sell to the Village certain non-standard lighting system components for prices which will be quoted by MVLT. MVLT will install standard mast arms and lighting fixtures on non-standard Village-owned or provided poles in accordance with the terms and charges specified in Section 6, herein. The prices for certain specified non-standard installations currently available from MVLT is set forth in Appendix C hereof, which is incorporated herein by reference. MVLT is not obligated but may agree to provide other non-standard installations pursuant to a proposal that may include additional charges.
9. **Changes to Existing Lighting Equipment:** As a general rule, MVLT will relocate street lights at no charge to the Village when such relocation is required for completion of Village public works projects such as road reconstruction, installation of water mains, storm sewers etc. MVLT will not be required to remove a street light facility on a temporary basis and any temporary disconnection will be charged in accordance with Section 5 of this Agreement.
10. **Overhead Installations:** MVLT will provide all wiring to lighting. Standard wiring will be spans of overhead conductor operating at one of MVLT's standard secondary voltages.
11. **Underground Installations:** If required by code or designated by the Village, trenching and associated costs to provide underground service will be the responsibility of the Village, which can be fulfilled either by the Village performing such work (including all trenching, back filling, pavement cuts and repairs, and associated work and/or costs for the installation of underground wiring) or by hiring MVLT to perform such work at a separately negotiated charge. All work must be completed in accordance with the MVLT specifications.

12. **Poles:**

A. General Provisions and Responsibilities.

Existing poles, owned by MVLT, AES Ohio or another entity or the Village, will be used for the installation of new or replacement fixtures whenever practical. Otherwise, MVLT will install lights on new MVLT owned poles or poles provided by the Village.

Where MVLT installs fixtures on poles owned or provided by the Village, it will be the responsibility of the Village to provide replacement poles and materials and maintenance when necessary. The Village will pay MVLT for all reasonable work performed by MVLT to install, maintain, or repair Village-owned/provided poles when performed on an emergency basis.

Additionally, MVLT may quote charges for repairs, replacement, and maintenance of Village-owned/provided poles on a non-emergency basis upon request for such a quote from the Village.

B. Charges for Poles Owned by MVLT.

- i. New Poles. Appendix A sets forth the monthly charges applicable to existing and new installations. Appendix B sets forth the one-time installation charge for new poles that are not replacement poles. Installation charges set forth in Appendix B will be inflated using the inflation adjustment calculated in Section 3, using May 2022 as the Base Index and without a cap on upward price adjustments.
- ii. Replacement Poles. MVLT will not install a steel pole as a replacement for any existing pole. Spun aluminum poles will replace existing spun aluminum poles or steel poles. There will be no installation charge for like for like replacements of wood or metal poles of the same height as the pole being replaced. If an existing pole is replaced with a different type of pole or a taller pole then the pole is treated as a new installation and there is a one-time installation charge (Appendix B) plus a monthly charge (Appendix A).
- iii. Pole Maintenance. In order to maintain lighting reliability, MVLT full service lighting includes wood pole testing and treatment on a periodic cycle according to industry standards. MVLT poles that fail testing will be scheduled for replacement at no additional charge to the Village. All MVLT poles wood, metal or decorative will be replaced when damage or condition indicate the need for replacement. MVLT will not paint poles. MVLT, however, will allow the Village to paint steel poles if desired. If the Village desires to paint poles owned by MVLT, the Village must agree to MVLT's liability waiver. In addition, MVLT will handle all claims activity related to accidents affecting MVLT poles and equipment.
- iv. Pole Charges. MVLT owned metal poles will be charged according to the monthly pole charges listed in Appendix A. Beginning in Year 2 of the initial term of this contract all MVLT owned wood poles will be charged as listed in Appendix A. Appendix A prices will be inflated using the inflation adjustment calculated in Section 3.

13. **Pass-through of Utility Metering Charges:** In the event AES Ohio requires metering for any full service street light installations during the term of the agreement or imposes other requirements on MVLT not required at the time this Agreement is executed, the Village will reimburse MVLT for all one-time and ongoing additional costs associated with complying with such new requirements, including costs for metering equipment and associated wiring, installation costs, any costs associated with AES Ohio-required remote meter-interrogation capability, and ongoing additional charges from AES Ohio such as the monthly customer charge imposed by AES Ohio for each installed meter for street lighting service. AES Ohio's current monthly customer charge for installed meters and non-energy charges for street lighting service is \$8.60 per month, which is subject to change from time-to-time pursuant to review and order of the Public Utilities Commission of Ohio. AES Ohio energy charges, however, are included in the full service charges from MVLT to the Village.

14. **Installation:** MVLT will be permitted to install, in public right-of-way, MVLT-owned wires, poles, guys, and other equipment it deems necessary to provide the services agreed upon hereunder at no cost to MVLT for the use of public right-of-way.
15. **Period of Illumination; DISCLAIMER; LIMITATION ON LIABILITY:** All lights will be illuminated in accordance with an "ALL NIGHT AND EVERY NIGHT SCHEDULE," which is every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. This will result in each fixture being illuminated approximately 4,000 hours per year. MVLT DOES NOT GUARANTEE CONTINUOUS LIGHTING WITHOUT DISRUPTION OR INTERRUPTION AND WILL NOT BE LIABLE TO THE VILLAGE OR ANYONE ELSE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM/OR IN ANY WAY CONNECTED TO THE LOSS OF ILLUMINATION AT ANY TIME. MVLT WILL USE COMMERCIALY REASONABLE EFFORTS TO RESTORE LIGHTING SERVICE WHEN INTERRUPTED WITHIN THE TERMS DESCRIBED HEREIN.
16. **Outages:** The Village shall promptly report to MVLT all luminaries which are not illuminated. MVLT will have all such reports investigated within three (3) working days and endeavor to restore service to any luminaries which can be repaired by routine repairs, such as lamp, photocell or fuse replacement. When more complex repair work is required, such as fixture replacement, electrical system failures or structural repairs, including pole repair or replacement, MVLT will endeavor to restore service to the luminaries within seven (7) working days. For the purpose of this document the term "working day" means all days except Saturdays, Sundays and MVLT recognized holidays.
17. **Commitment:** During the Term of this Agreement, the Village agrees to maintain or increase the number of MVLT full service lighting fixtures. If in any month the number of fixtures falls below the levels as of the Effective Date (the "Basis Level"), MVLT will assess an additional charge for that month equal to the number of fixtures below the Basis Level, times the average price per fixture.
18. **Force Majeure:** MVLT shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, or for any other cause beyond its reasonable control.
19. **Assignment:** Either Party may assign this Agreement upon ninety (90) days advance written notice to the other Party.
20. **Obligations:** Nothing in this Agreement will be construed to obligate MVLT or the Village to trim trees located adjacent to any street lighting fixture. Further, except as expressly provided herein, nothing in this Agreement will obligate MVLT to maintain Village-owned lighting equipment or provide non-standard lighting installations unless otherwise agreed.
21. **Termination:** If this Agreement is not renewed or is terminated for any reason, MVLT shall have a reasonable amount of time in which to remove its equipment and the Village shall be responsible for all costs associated with MVLT's permanent removal of its lighting equipment.
22. **Notices:** Unless otherwise expressly set forth herein, any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give or serve upon the other shall be in writing, addressed to the Parties at the addresses below, or such other address as a Party may specify in a written notice delivered to the other Party hereto pursuant to this Section 20, and delivered by personal service, Federal Express or other reputable overnight delivery service, by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested:

If to MVLT:	MVLT Attn: Scott Michaelson 1065 Woodman Drive Dayton, OH 45432
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If to Village: Village of Waynesville
Attn: _____
1400 Lytle Road
Waynesville, OH 45068
Phone: _____
Email: _____

Any such notice shall be deemed effective when delivered personally (including Federal Express, Express Mail, or similar courier service) to the Party for whom intended, or three (3) calendar days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth above (or at such other address as such Party shall designate in writing to the other Party during the Term of this Agreement).

- 23. **Waiver:** Either Party may waive any right under this agreement. The waiver by a Party to require performance of a provision of the Agreement will not affect the right to require full performance of any provision thereafter. The waiver by either Party of a breach of a provision will not constitute a waiver of any subsequent breach or nullify the effectiveness of the provision.
- 24. **Entirety and Termination of Any Prior Agreement:** This Agreement sets forth the entire agreement between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior agreements or understandings between the Parties, whether oral or written, pertaining to the subject matter. No change in, modification of, or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each of the Parties subsequent to the execution of this Agreement. It is explicitly agreed that the agreement between the Parties dated January 1, 2017, is terminated effective as of the Effective Date of this Agreement and, thereafter, shall be of no further force and effect.
- 25. **Governing Law:** This Agreement shall be controlled by and interpreted in accordance with the laws of the State of Ohio, without regard to any choice of law rules that may direct the application of laws of another jurisdiction. Any action or judicial proceeding instituted by either Party relating to this Agreement shall be brought in the courts in Montgomery County, Ohio, it being understood that judgments, orders or decrees resulting from such action or proceeding may be appealed to or enforced in any competent court.
- 26. **Counterparts:** This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other modes of electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

In Witness Whereof, the Parties have executed this Agreement through their authorized representatives as of the Effective Date.

Attest

Miami Valley Lighting, LLC d/b/a MVLt

By: _____

Authorized Signature

Print Name: Scott Michaelson

Title: Vice President

Date: _____

Village of Waynesville, Warren County
State of Ohio

Attest

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

Appendix A
VILLAGE OF WAYNESVILLE
Street Lighting Agreement
Monthly Full-Service Charge Per

High Pressure Sodium Cobra Head Fixtures	2023	2024-2025	2026-2027
9,500 Lumens (Cobra)	\$ 11.57	As Adjusted*	As Adjusted*
16,000 Lumens (Cobra)	\$ 13.46	As Adjusted*	As Adjusted*
27,000 Lumens (Cobra)	\$ 18.06	As Adjusted*	As Adjusted*
50,000 Lumens (Cobra)	\$ 21.91	As Adjusted*	As Adjusted*

High Pressure Sodium Decorative Fixtures	2023	2024-2025	2026-2027
9,500 Lumens Post Top (Traditional Style)	\$ 13.53	As Adjusted*	As Adjusted*
9,500 Lumens Post Top (Acorn Style)	\$ 19.69	As Adjusted*	As Adjusted*

Light Emitting Diode (LED) Cobra Head Fixtures	2023	2024-2025	2026-2027
Tier I A	\$ 10.99	As Adjusted*	As Adjusted*
Tier II A	\$ 12.79	As Adjusted*	As Adjusted*
Tier III A	\$ 17.16	As Adjusted*	As Adjusted*
Tier IV A	\$ 20.81	As Adjusted*	As Adjusted*

A - Internal identification for MVLt purposes only

Light Emitting Diode (LED) Decorative Fixtures	2023	2024-2025	2026-2027
Tier I Post Top (Traditional Style)	\$ 12.85	As Adjusted*	As Adjusted*
Tier I Post Top (Acorn Style)	\$ 17.69	As Adjusted*	As Adjusted*

Installations of MVLt Decorative, Metal, or Wood Poles	2023	2024-2025	2026-2027
35' Wood Pole	\$ -	\$ 0.68	As Adjusted*
23' Spun Aluminum Pole	\$ 23.69	As Adjusted*	As Adjusted*
30' Spun Aluminum Pole	\$ 26.50	As Adjusted*	As Adjusted*
17' (12' above ground) Aluminum Pole, Direct Bury	\$ 7.40	As Adjusted*	As Adjusted*
12' Cast Aluminum Pole	\$ 16.40	As Adjusted*	As Adjusted*

* Prices will be adjusted every other year according to Section 3 of the Contract.

Appendix B

New Full-Service Installation Charges

Light Emitting Diode (LED) Cobra Head Fixtures:	Fixture Only
Tier I	\$ 285.00
Tier II	\$ 307.00
Tier III	\$ 319.00
Tier IV	\$ 371.00

Light Emitting Diode (LED) Decorative Fixtures:	
Tier I Post Top (Traditional Style)	\$ 529.00
Tier I Post Top (Acorn Style)	\$ 417.00

Poles	Pole Only
35' Wood Pole	\$ 885.00
23' Spun Aluminum Pole	\$ 2,153.00
30' Spun Aluminum Pole	\$ 2,416.00
17' Direct Bury Aluminum Pole (12' above ground)	\$ 826.00
12' Cast Aluminum Pole	\$ 1,855.00

* Prices will be adjusted annually according to Section 6 of the Contract.

If an offering is not listed, MVLt may develop a proposal for the desired product upon request.

Appendix C

Non-Standard Lighting Installation Charges

Spun Aluminum Pole (23') with Screw Anchor Foundation	By Project
Spun Aluminum Pole (30') with Screw Anchor Foundation	By Project
Cast Aluminum Pole with Screw Anchor Foundation	By Project
17' Direct Bury Aluminum Pole (12' above ground)	By Project

APPENDIX D
OPTIONAL PROVISIONS FOR LED REPLACEMENT PROGRAM

A. Cobra Head Fixture Change-out Program from High Pressure Sodium to Light Emitting Diode. Per the Village's election, MVLT will change-out existing High Pressure Sodium (HPS) cobra head fixtures with Light Emitting Diode (LED) cobra head fixtures. Existing 5,800 lumen and 9,500 lumen HPS fixtures will be changed-out to a Tier I LED, an existing 16,000 lumen HPS fixture to a Tier II LED, an existing 27,000 lumen HPS fixture to a Tier III LED and an existing 50,000 lumen HPS fixture with a Tier IV LED. Any cobra head HPS fixture with lumens other than that listed will be replaced with an LED based on the most comparably sized listed HPS fixture. Installation charges for the change-out program are set forth in Section C.

The Village elects to have all HPS cobra head fixtures changed out to LED by December 31, 2024.

The Village defers an election at this time but may make an election by separate written request at a later time during the term of this Agreement.

The Village cobra head street lights are already LED.

B. HPS Cobra Head to LED Cobra Head Change-out Schedule. The schedule for replacements under this Program shall occur in consultation with the Village. Upon election MVLT will seek to change-out the lights within 24 months. As each Luminaire is replaced, the corresponding HPS Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, Village will pay the monthly full service charge for each LED fixture.

C. Cobra Head Installation Charges.

i. If the box in Appendix D, Section A is checked to have change-outs from HPS to LED the installation charges for replacing the HPS Luminaires with LED Luminaires shall be as follows:

- a. Tier I - \$40 per Luminaire
- b. Tier II - \$60 per Luminaire
- c. Tier III - \$80 per Luminaire
- d. Tier IV - \$100 per Luminaire

ii. At any time during the term of this Agreement, the Village may request the change-out of existing LED cobra head lighting fixtures to the same style, higher wattage standard LED fixture at a cost of \$100 per change-out.

D. Change-outs of HPS Decorative Fixtures to LED Decorative Fixtures. Per the Village's election, MVLT will change-out existing 9,500 Lumens HPS Post Top Traditional style decorative fixtures to a Tier I Post Top Traditional style fixture and 9,500 Lumens HPS Post Top Acorn style decorative fixtures to a Tier I Post Top Acorn style decorative fixtures. Any decorative HPS fixture with lumens other than that listed will be replaced with an LED based on the most comparably sized listed HPS fixture. Installation charges for the change-out program are set forth in Section G.

The Village elects to have all HPS Post Top Traditional or Acorn style fixtures changed out by December 31, 2024.

The Village defers an election at this time but may make an election by separate written request at a later time during the term of this Agreement.

The Village Post Top Traditional or Acorn style street lights are already LED.

- E. HPS Decorative to LED Decorative Change-out Schedule. The schedule for replacements under this Program shall occur in consultation with the Village. Upon election MVLt will seek to change-out the lights within 24 months. As each Luminaire is replaced, the corresponding HPS Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, Village will pay the monthly full service charge for each LED fixture.

- F. Decorative Installation Charges.
 - i. If the box in Appendix D, Section D. is checked to have change-outs from HPS to LED the installation charges for replacing the HPS Luminaires with LED Luminaires during 2023 shall be as follows:
 - a. Tier I Post Top, Traditional style - \$200 per Luminaire
 - b. Tier I Post Top, Acorn style - \$250 per Luminaire

- G. Other Change-outs. All change-outs or other changes to existing fixtures or poles not specifically addressed in this Agreement, including but not limited to change-outs from or to other non-standard fixtures or involving relocation of fixtures or mast arms on existing poles will be done only if the Village requests such work, and there is mutual agreement by the Village to the charges proposed for such work by MVLt.

- H. Fixture Minimum Service Life. The Village agrees that any Luminaires replaced or added by MVLt within the Village during the Term of this Agreement under this Appendix D will remain in place during the Term of this Agreement.

Village of Waynesville, Warren County
 State of Ohio

Attest

By: _____
 Authorized Signature

Print Name: _____

Title: _____

Date: _____

District 8 Safety Application Presentations

Please see agenda below. Sign on 5 minutes before your scheduled time in case we are running ahead of schedule. Plan on presentations lasting about 10 minutes and 5 minutes for questions. Time will be cut off at 15 minutes. You will be able to share your screen. Let us know if you have any questions.

Time	App ID#	CRS	Project Description
12:30-12:45	202209D08-01	BUT SR 732 6.35	Roundabout at SR-732 and Stillwell Beckett Rd
12:45-1:00	202209D08-02	HAM IR 275 13.89-15.46	Cable barrier along I-275 from Blue Rock to US27
1:00-1:15	202209D08-03	CLI US 68 17.28-17.40	Left turn lanes on US-68 at Orchard Rd and Center Rd
1:15-1:30	202209D08-04	CLE SR 28 7.20	Left turn lanes on SR-28 at Patricia Blvd/Lakeshore Dr
1:30-1:45	202209D08-06	WAR SR 73 12.93	Left turn lane on SR-73 at Old 73
1:45-2:00	202209D08-07	CLE Woodville Pike	Roundabout at Woodville Pike and Deerfield Rd
2:00-2:15	202209D08-08	BUT SR 4 1.41	Intersection improvements at SR 4 and Seward Rd including access management and sidewalks
15 MINUTE BREAK			
2:30-2:45	202209D08-05	GRE SR 235 5.61	Realignment of Byron Rd at SR-235 and left turn lane on SR-235
2:45-3:00	202209D08-09	GRE Fairground/Hilltop	Roundabout at Fairground Rd and Hilltop Rd
3:00-3:15	202209D08-10	GRE Trebein/Dayton Xenia/Hilltop	Roundabout at Trebein Rd/Dayton Xenia Rd and Hilltop Rd
3:15-3:30	202209D08-11	BUT SR 129 16.2	Free flow right turn lane from Hampshire Rd SB to SR-129 WB
3:30-3:45	202209D08-12	WAR US 42 Corwin Ave	Install new traffic signal and extended left turn lanes at US 42 and Corwin Ave in Village of Waynesville
3:45-4:00	202209D08-13	HAM Harrison Ave	Road diet on Harrison Ave from Montana Ave to Queen City Ave, including traffic signal rebuilds, HSFT, signing and clearance interval updates.
4:00-4:15	202209D08-14	HAM Dry Fork Interchange	Ramp improvements and widening the bridge over I-74 to install left turn lanes on Dry Fork

ORDINANCE NO. 2022-041

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE HENRY P. THOMPSON COMPANY FOR SCADA SYSTEM UPGRADE SERVICES

WHEREAS, the Village is in need of system upgrade service for the SCADA system for the Village of Waynesville Water System; and

WHEREAS, The Henry P. Thompson Company has offered a proposal for said services; and

WHEREAS, Council has determined that it is in the best interest to the Village to accept this proposal and to enter into a contract in accordance with said proposal.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, _____ members elected thereto concurring:

Section 1. That the Village of Waynesville hereby accepts the proposal as presented by The Henry P. Thompson Company as the best proposal for system upgrade service for the SCADA system for the Village of Waynesville Water System.

Section 2. That the Village Manager is hereby authorized to enter into a contract with The Henry P. Thompson Company for the system upgrade service for the SCADA system for the Village of Waynesville Water System pursuant to the terms of the proposal letter attached hereto as Exhibit "A" and incorporated herein reference.

Section 3. That the Finance Director is authorized to compensate The Henry P. Thompson Company in an amount not to exceed \$23,071 pursuant to the terms of said proposal.

Section 5. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor



The
Henry P. Thompson
 Company Est. 1910

Quotation

August 28, 2022

Waynesville Ohio WTP
 Attn: Andy Ray
 Waynesville , OH
 aray@waynesville-ohio.org

Re: Waynesville Ohio WTP SCADATA Cellular Option

Dear Mr. Ray,

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

Item#	Part Number	Description	Qty.	Unit Price	Total Price
1	RT4422C-PAE	Complete Package includes RTU (4422 I/O Board Kit, Cellular Modem Interface, 12V Power Supply, and Communication Cable), Laird Phantom Antenna Kit, Back Up Battery Kit, and NEMA 4x Enclosure Kit (14x12x6)	2	\$4100.00	\$8,200.00
2	SOFTWARE 0-9	Software for Monitoring 0-9 RTU Units: Scadata Software Suite includes full monitoring access of I/O points, trending graphs, custom reports, historical data archives, and text/email alerts. Software also includes mobile app access for remote monitoring.	1	\$5651.00	\$5,651.00
3	CELL	One Year of Cell Service (per site)	2	\$360.00	\$ 720.00
4	Custom Programming	SCADATA Programming	1	\$2000.00	\$2,000.00
5	Install/Misc.	Install of RTU's and wiring all I/O.	1	\$6500.00	\$6,500.00
				TOTAL PRICE	\$23,071.00

The above price includes freight to the jobsite. Federal, state, and local taxes, or any equipment item or service not specifically listed are not included in the above pricing.

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

Sincerely,

Scott Myers

The Henry P. Thompson Company
(513) 276-9264
smyers@hpthompson.com

**THE HENRY P. THOMPSON COMPANY
TERMS AND CONDITIONS OF SALE**

The following Terms and Conditions are an integral part of The Henry P. Thompson Company's offer to sell the equipment and/or services offered in this proposal.

PRICES: Published prices and quoted prices, unless otherwise specified are subject to change without notice. Invoiced prices will be those in effect at time of payment. Published prices and quoted prices do not include sales tax. Sales tax is due and payable upon receipt of the goods unless otherwise specified, tax certificate has been provided prior to shipment. All quotations and agreements, unless otherwise expressly stated, will be F.O.B. point of manufacture.

DELIVERY: While we will endeavor to schedule your work order for delivery in accordance with your instructions, we do not guarantee or assume liability for failure to meet any scheduled delivery date. Referred deliveries are subject to Seller's approval and then only under terms that will reimburse Seller for any costs incurred in anticipation of production together with any resulting storage, handling, or carrying charges.

INTERPRETATION: Seller's offer contained in this proposal is limited to acceptance of all its terms and conditions contained herein. Upon acceptance by the Buyer, this writing shall constitute the entire agreement between Seller and Buyer. Any additional or different terms provided by the Buyer on any written acknowledgment or purchase order are not part of the contract between the Seller and Buyer and therefore are not binding upon the Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Acceptance or acquiescence in a course of performance rendered under meaning of this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of nature of the performance and opportunity for objection. Whenever a term defined by Uniform Commercial Code is used in this contract, the definition contained in the Code is in control.

MODIFICATIONS: This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party against whom the modification is sought to be enforced.

PERFORMANCE: The Seller shall be excused if performance is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials, and also by any cause beyond the control of the Seller, including, but not restricted to, acts of God, floods, fires, storms, acts of civil and military authorities, war, and insurrections.

TERMS OF PAYMENT AND FAILURE TO PAY: Our normal terms of sale are 1% 10 Net 30. **Account must be current to discount invoice. Discount is not allowed on an invoice when retainage has been withheld.** Accounts 60 days past due will either have shipment held, or start-up delayed until all payments due are made or arrangements satisfactory to us are agreed upon. If, in our judgment, we feel that for our mutual protection it is advisable to exercise lien rights, this should not be construed as derogatory action. Normally, this action would be taken when a specific job has encountered financial problems and after consultation with our customer. Such rights are not exclusive and are in addition to any other right or remedy we may have and the exercise shall not prejudice any claim for damages we may assert, including reasonable attorney's fees incurred in collecting delinquent accounts.

CANCELLATION: Special equipment is not subject to cancellation. Where a cancellation is requested and it is not found practical to stop manufacture a 40% restocking fee will be accessed.

AUTHORITY OF SELLER'S AGENTS: No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the Buyer.

ASSIGNMENT - DELEGATION: No right or interest in this Contract shall be assigned by the Buyer without the written permission of the Seller, and no delegation of any obligation owed, or of the performance of any obligation by the Buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

EXPRESS WARRANTIES: Equipment & Parts not manufactured by the Seller carry only the warranty of the manufacturer of said parts. Seller does not make any express or implied warranty for equipment and/or

parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. It is further agreed that the Buyer must inspect all shipments within 48 hours to determine if there was damage in transit or shipment and shall file a claim with the carrier accordingly. It is further agreed that the Seller assumes no liability whatsoever for failure of equipment due to normal usage and wear.

DISCLAIMER: SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT.

APPLICABLE LAW: the Uniform Commercial Code shall govern This Contract. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Ohio as effective and in force on the date of this Contract.

CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.

CLERICAL ERRORS: We are not responsible for printer's errors made in any of its publications and other forms of printed matter, or for any stenographic and clerical errors. All such errors are subject to correction.

Respectfully Submitted,	We accept the offer to sell the material and equipment as quoted, in accordance with the terms and conditions herein.
SELLER:	BUYER:
The Henry P. Thompson Company	Waynesville Ohio WTP
NAME: Scott Myers	NAME: Andy Ray
BY: <i>Scott Myers</i>	BY:
TITLE: Plant Sales	TITLE:
DATE: August 28, 2022	DATE:

DELIVERY INFORMATION	
NAME:	
ADDRESS:	
PHONE:	
EMAIL:	
PURCHASE ORDER #:	