

**LIBERTY TOWNSHIP  
DELAWARE COUNTY, OHIO**

**RESOLUTION NO. 18-0723-03**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENERGY  
CONSULTING AND MANAGEMENT AGREEMENT WITH TREBEL, LLC**

The Board of Trustees for Liberty Township, Delaware County, Ohio ("Township") met in ~~regular~~ <sup>special</sup> session on the 23<sup>rd</sup> day of July, 2018 with the following members present:

Melanie Heneghan

Mike Gempertine

\_\_\_\_\_

M. Heneghan moved the adoption of the following Resolution:

**PREAMBLE**

**WHEREAS**, Trebel, a certified aggregator with the Public Utilities Commission of Ohio ("PUCO"), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

**WHEREAS**, the Township desires Trebel to perform an independent analysis and review of Liberty Township's electric and natural gas service usage and costs; and,

**WHEREAS**, the Township desires Trebel to perform an independent analysis and review of electric and natural gas usage and costs for the possibility of aggregating the electric and natural gas requirements of Liberty Township; and

**WHEREAS**, the Township will require assistance if the voters of Liberty Township approve the aggregation of their electric and/or natural gas and the Township desires Trebel to assist in the implementation of an aggregation program in the Township for retail electric loads and,

**WHEREAS**, the Township now wishes to authorize the execution of an Energy Consulting and Management Agreement engaging the services of Trebel for the above and related purposes,



**NOW, THEREFORE, BE IT RESOLVED** by the Township at least two-thirds (2/3) of all of the members of the Board concurring, as follows that as follows:

**SECTION I:**

The Energy Consulting and Management Agreement with Trebel, a copy of which is attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved for execution.

**SECTION II:**

All formal actions of the Township concerning and relating to the passage of this Resolution were adopted in an open meeting of the Township, and all deliberations of the Township and of any of its committees that resulted in such formal action took place in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

**SECTION III:**

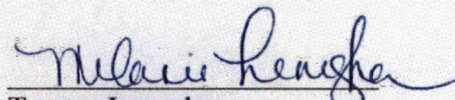
This Resolution shall be in full force and effect immediately upon adoption.

M. Gempertine seconded the motion.

Voted on and signed this 23<sup>rd</sup> day of July, 2018 in Liberty Twp.  
Delaware County, Ohio.



**BOARD OF TRUSTEES  
LIBERTY TOWNSHIP  
DELAWARE COUNTY, OHIO**

  
Trustee Leneghan


  
Trustee Gemperline

- not present -  
Trustee Eichhorn

State of Ohio :  
Delaware County :

I, the undersigned Fiscal Officer of Liberty Township, Delaware County, Ohio, hereby certify that the foregoing Resolution No. 18072303 is taken and copied from the record of proceedings of the Board of Trustees of Liberty Township, Delaware County, Ohio, and that it has been compared by me with the resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: 7/23/2018

  
Nancy Denuite  
Fiscal Officer Liberty Township  
Delaware County, Ohio



## ENERGY CONSULTING AND MANAGEMENT AGREEMENT

This Agreement ("Agreement") is entered into this 23 day of July, 2018 by and between Trebel, LLC ("Trebel"), whose principal place of business is located at 1216 Lexington Ave., STE 301, Mansfield, OH 44907 and Liberty Township, Delaware County ("Client"), whose principal place of business is located at 10104 Brewster lane, Suite 125, Powell, OH 43065. Individually, either Trebel or the Client may be referred to herein as "Party." Collectively, Trebel and the Client are referred to as "Parties."

### PREAMBLE

**WHEREAS**, Trebel, a certified aggregator with the Public Utilities Commission of Ohio ("PUCO"), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

**WHEREAS**, in accordance with its authority under R.C. §§ 4929.26 and 4928.20, the Client desires to engage with Trebel as its exclusive energy consultant and agent, and grants Trebel exclusive rights to perform such energy-related services as described herein and subject to the terms and conditions of this Agreement; and,

**WHEREAS**, the Client desires Trebel to perform an independent analysis and review of the Client's electric and natural gas service usage and costs for the purpose of aggregating the electric and natural gas requirements of Liberty Township.

**NOW, THEREFORE**, for valuable and other good consideration, the Parties mutually agree as follows:

### AGREEMENT

**1. PURPOSE OF AGREEMENT:**

The purpose of this Agreement is to state the covenants and conditions under which Trebel shall provide the services set forth herein to the Client.

**2. TERM:**

A. This Agreement shall be effective beginning on the date the last Party affixes its signature to this Agreement and shall continue for three years or until the end of the aggregation program with the selected supplier, whichever comes later, or until the Contract is terminated as provided herein.

B. Unless written notice is given to either Party at least six months prior to the expiration of this Agreement, the Agreement shall renew for subsequent one-year terms.

C. The Client assumes all obligations to arrange for its energy supply that was subject to the aggregation program upon expiration of this Agreement.

**3. SCOPE OF SERVICES/DELIVERABLES:**

During the Term of this Agreement, Trebel shall provide services to the Client (collectively, "Services") as follows:

A. Act as the Client's agent, which will be strictly limited to an electric and natural gas



rate analysis, electric and natural gas aggregation formation and operation, and electric and natural gas procurement.

- B. Assist the Client in managing its energy needs by designing a program that is designed to achieve an overall reduction and/or provide price certainty in energy costs for the government entity, as well as for its citizens. Review and evaluate the current cost of energy for the Client and its Citizens and explore numerous options to determine the best program to meet the needs of the Client.
- C. Assist the Client in creating, conducting, implementing, and managing a governmental aggregation program to aggregate the government entity's energy accounts and those of its citizens if such program is selected as the best means to satisfy the Client's needs.
  - a. Assist the Client in becoming certified by the PUCO as a governmental aggregator and/or obtaining renewal certification.
  - b. Design governmental aggregation materials and notification forms and provide marketing support in consultation with the selected energy supplier.
  - c. Upon request, attend governing body or other public meetings as necessary.
  - d. Assist in the collection of customer load data and verification.
  - e. Provide estimates of energy savings under the governmental aggregation program as designed.
  - f. Monitor the governmental aggregation program and provide updates on the program and metrics that have been achieved.
- D. Develop and administer the Request for Proposals ("RFP") process.
- E. Act as the contact with all potential energy suppliers.
- F. Pre-qualify any energy suppliers wishing to bid on the RFP.
- G. Manage all contract negotiations with the selected energy supplier.
- H. Oversee the customer enrollment and switching process to the selected energy supplier from the regulated utility.
- I. Coordinate the filing of any reports required to be filed at the PUCO with the Client and selected energy supplier.
- J. Coordinate all appropriate energy, financing, and technical experts.
- K. Provide consultation for energy buying practices and regulatory matters.
- L. Provide such other services reasonably related to the foregoing and mutually agreed to among the Client and the Trebel.



During the Term of this Agreement, the Client shall:

- A. Work cooperatively with Trebel.
- B. Timely provide the information requested by Trebel to perform the Services outlined herein.
- C. Authorize Trebel, in accordance herewith, to notify electric and natural gas providers that Trebel is the Client's exclusive agent for the purposes of electric and natural gas rate analysis and procurement.

**4. LIMITATIONS ON AGENCY:**

The Parties understand and agree that the following limitations and conditions apply to the agency granted herein:

- A. The Client is under no obligation to make any changes to its electric and/or natural gas provider during the Term of the Agreement. However, any changes made with respect to the Client's electric and/or natural gas provider must be made through Trebel.
- B. It is understood by Trebel that the agency granted by this Agreement is strictly limited to the purposes provided herein.
- C. It is understood by Trebel that this Agreement provides no authority to Trebel to take any action on the Client's behalf without the Client's prior written consent.
- D. The agency granted by this Agreement supersedes any previously granted agency for the same or similar purposes as the agency granted herein.

**5. FINANCIAL AGREEMENT:**

**A. COMPENSATION**

- a. For aggregation programs, Trebel's administrative fees will be payable to Trebel by the selected supplier for the Term of the aggregation program. Only suppliers agreeing to the administrative fees will become eligible bidders.
- b. The Parties understand that Trebel is not entitled to any monetary compensation directly from the Client for the Services provided pursuant to this Agreement.

**B. CONSIDERATION**

The Parties agree that this Agreement is supported by valuable and other good consideration. The Parties agree that the validity of this Agreement cannot be and shall not be challenged based on a lack of consideration.

**C. TAXES**



The Client is a political subdivision and tax exempt. Trebel therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that Trebel provides to the Client pursuant to this Agreement.

6. **AVAILABILITY AND RETENTION OF RECORDS:**

At any time, during regular business hours, with reasonable notice and as often as the Client, the Comptroller General of the United States, the State, or other agency or individual authorized by the Client may deem necessary, Trebel shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Client and the above named parties shall be permitted by Trebel to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

Trebel, for a minimum of three (3) years after the term of or following the termination of the Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings, and/or other information related to the performance of this Agreement. If an audit, litigation, or other action is initiated during the term of this Agreement, Trebel shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

7. **INDEPENDENT CONTRACTOR:**

Trebel agrees that it is an independent contractor and shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, Trebel and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the Client. Trebel assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, and insurance premiums, which may accrue as a result of compensation received for services or deliverables rendered hereunder.

8. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/  
NO CONTRIBUTION TO OPERS:**

The Client is a public employer as defined in R.C. § 145.01(D). The Client has classified Trebel as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Trebel for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Trebel acknowledges and agrees that the Client, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Trebel is an individual or has less than five (5) employees, Trebel, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Agreement. The Client shall retain the completed Form and immediately transmit a copy of it to OPERS.



If Trebel has five (5) or more employees, Trebel, by his/her signature below hereby certifies such fact in lieu of completing the Form:

\_\_\_\_\_  
Trebel

**9. INDEMNIFICATION:**

Trebel shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, Trebel agrees to indemnify and hold free and harmless the Client, Liberty Township, and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively, "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Trebel's or any subcontractor's performance of this Agreement or the actions, inactions, or omissions of Trebel or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of Trebel's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively, "Contracted Parties".) Trebel agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Trebel shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Trebel further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Trebel shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. Trebel shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. Neither termination nor completion of the engagement of Trebel set forth in this Agreement nor any investigation made by or on behalf of Trebel or the Client shall affect these indemnification provisions and agreements which shall remain and continue to be operative and in full force and effect. The provisions of this Section shall survive any termination or completion of the engagement provided by this Agreement.

**10. INSURANCE:**

Trebel shall carry and maintain throughout the Term of the Agreement bodily injury and



property damage liability insurance necessary to protect it (and, in turn, the Indemnified Parties) against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

As applicable, Trebel shall carry and maintain throughout the Term of the Agreement Workers' Compensation Insurance to the extent required by Ohio law and any other state in which work will be performed.

Trebel shall maintain current such insurance during and throughout the entire Term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which Trebel may or shall become legally obligated to pay as damages. Trebel shall be responsible for any and all premiums for such policy(ies).

Upon request, Trebel shall promptly present to the Client current certificates of insurance.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain any and all such other and further rights and remedies as are available at law or in equity.

## **11. CONFIDENTIALITY:**

### **A. Obligation of Confidentiality**

Except as otherwise provided to be disclosed pursuant to R.C. § 149.43, this Agreement and any proprietary information received by one Party from the other Party hereunder and identified in writing as "Confidential" at the time of the disclosure (collectively referred to as the "information") shall be held in strict confidence by the Party receiving such information and each of the Parties agree that it shall not disclose in any manner the other Party's information to any third party or to the public, or use the other Party's information for any purpose except in connection with this Agreement; provided however, that either Party may disclose information: 1) to such Party's directors, officers, subcontractors, affiliates or employees who possess a need to know such information in connection with this Agreement, or 2) to such Party's attorneys or independent auditors or accountants, or 3) to any other third party or to the public, as and to the extent required by applicable federal, state, and local laws or regulations, or as and to the extent required in any legal proceeding. Each Party agrees to exercise the same degree of care to avoid unauthorized disclosure of information it receives from the other Party as it takes to protect its own similar proprietary business information. Notwithstanding anything to the contrary herein, however, "information" shall not include any data, materials or information which: a) is or through no fault of the receiving Party becomes generally known or available to the public; b) is furnished to third parties by the disclosing Party without restrictions on disclosure; c) is received by the receiving Party independently from a third party, or d) is already known to the receiving Party prior to its disclosure hereunder.

All Client-specific data gathered pursuant to this Agreement remains the property of the Client subject to provisions of R.C. § 149.43. Client acknowledges that all methodologies, concepts, techniques, ideas, formulae, plans, and processes (collectively



known as "Proprietary Tools") are proprietary to Trebel. All intellectual property rights in the Proprietary Tools shall remain exclusively with Trebel. Client shall neither sublicense nor grant any third party rights to the Proprietary Tools and shall at all times treat the Proprietary Tools as Confidential Information.

#### **B. Disclosure**

In the event either Party is required to disclose such Confidential Information by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall use reasonably best efforts to notify the other Party prior to any disclosure, if such notice is, in the determination of the receiving Party's counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure and/or to seek appropriate protection from further disclosure. If the disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the disclosing Party may disclose that portion of the Confidential Information, which the disclosing Party's counsel advises that the disclosing Party is compelled to disclose. Should the disclosure of Confidential Information be deemed necessary, the Parties will disclose such Confidential Information in accordance with any judicial order and/or applicable federal, state, and local law or regulation.

### **12. TERMINATION:**

#### **A. Breach or Default**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within fifteen (15) days of the receipt of written notice. The notice shall describe in reasonable detail the breach or default. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies.

#### **B. Waiver**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable, or legal remedies. If any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

### **13. LICENSURE:**

If a license, professional license, permit, or similar registration with a governmental authority (collectively "Licensure") is required to perform the Services, Trebel and/or or anyone providing Services on behalf of Trebel shall have or obtain such Licensure prior to providing the Services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the Term of this Agreement. Before providing the Services, Trebel shall provide proof to the Client of valid Licensure held in the name of Trebel or anyone providing Services on behalf of Trebel.

### **14. CIVIL RIGHTS:**

Trebel agrees that as a condition of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin,



handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that Trebel will comply with any and all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. If Trebel is found to be out of compliance with this paragraph, it may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

**15. DRUG-FREE ENVIRONMENT:**

Trebel agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Trebel shall make a good faith effort to ensure that all of its providers, officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**16. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13:**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. Trebel, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Client from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit B and by this reference made a part of this Agreement.

**17. FORCE MAJEURE:**

- A. If either Party is rendered unable by an event of Force Majeure to carry out, in whole or in part, its obligations under this Agreement, then, during the pendency of such event of Force Majeure, but for no longer period, the obligations of the affected Party shall be suspended to the extent required.
- B. Any Party claiming Force Majeure shall advise the other Party as soon as possible of the occurrence of the event and shall provide the other Party with the basis of the claim, in writing, within three (3) Business Days of the occurrence of the event.
- C. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Whenever either Party is required to commence or complete any action within a specified period, such period shall be extended by an amount equal to the duration of any event of Force Majeure occurring or continuing during such period; provided, however, that in no event will any event of Force Majeure extend this Agreement beyond its Term.

**18. FINDINGS FOR RECOVERY:**



Trebel hereby certifies by its signature below that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

  
Trebel

**18. NOTICES:**

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, email with confirmation of delivery, or via facsimile with confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date sent:

**Liberty Township:**

Liberty Township  
10104 Brewster Lane, Suite 125  
Powell, OH 43065

Telephone:

740.938.2000

Email:

whuffman@libertytwp.org

Facsimile:

740.938.2001

**Trebel:**

Trebel, LLC  
1216 Lexington Ave, STE 301  
Mansfield, OH 44907

Email: scott@electricsuppliers.org

Facsimile: 614.417.0410

**19. ASSIGNMENT:**

This Agreement may not be assigned by either Party without the prior written consent of the other. The benefits of this Agreement shall inure to the benefit of the respective successors and permitted assigns of the Parties hereto and the obligations and liabilities assumed in this Agreement by the Parties hereto shall be binding upon their respective successors and permitted assigns. This Agreement shall inure to the sole and exclusive benefit of Trebel and the Client and their respective successors and representatives. The obligations and liabilities under this Agreement shall be binding upon Trebel and the Client.

**20. SUBCONTRACTING:**

Trebel may not sub-contract any portion of this Contract without the written consent of the Client. If Services are subcontracted, Trebel shall continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. Trebel shall remain the sole point of contact and shall be



ultimately responsible for the performance of the Services.

**21. GOVERNING LAW:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**22. SEVERABILITY:**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

**23. DRAFTING/HEADINGS:**

The Parties agree that this Agreement shall be deemed to have been drafted by both Parties. Headings in this Agreement are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this Agreement.

**24. AMENDMENTS:**

This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

**25. ENTIRE AGREEMENT:**

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.

**26. SIGNATURES:**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

**28. EFFECT OF SIGNATURE:**

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**TREBEL, LLC**

  
Signature

7.23.18  
Date

Scott Belcastro  
Printed Name

Principal  
Title



LIBERTY TOWNSHIP

Melanie Leneghan  
Trustee Leneghan

7.23.18  
Date

Mike Gemberline  
Trustee Gemberline

7-23-18  
Date

\_\_\_\_\_  
Trustee Eichhorn

\_\_\_\_\_  
Date

Approved as to Form

CHB 8 7/23/18

Carol Hamilton O'Brien  
Delaware County Prosecuting Attorney



**CONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

STATE OF Ohio

COUNTY OF Delaware, SS:

Personally appeared before me the undersigned, Travis, an independent contractor for a contract for the purchase of goods and/or services to be let by the Client, Delaware County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under section 3517.13 of the Ohio Revised Code, and further state that the undersigned has the authority to make the following representation on behalf of himself or herself:

1. On behalf of the individual, partnership or other unincorporated business, association, estate, or trust that all of the following persons, if applicable, are in compliance with 3517.13

(I)(1)1:

- a. the individual;
- b. each partner or owner of the partnership or other unincorporated business;
- c. each shareholder of the association;

1 O.R.C. § 3517.13(I)(1)(a) provides:

[N]o political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust if any of [those persons listed in ¶ 1, a-h] . . . has made, as an individual, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

O.R.C. § 3517.13(I)(1)(b) prohibits award of such a contract

[I]f *any combination* of the following has made, within the previous twenty-four months, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) The individual; (ii) Any partner or owner of the partnership or other unincorporated business; (iii) Any shareholder of the association; (iv) Any administrator of the estate; (v) Any executor of the estate; (vi) Any trustee of the trust; (vii) The spouse of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (viii) Any child seven years of age through seventeen years of age of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (ix) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust." (Emphasis added.)



- d. each administrator of the estate;
- e. each executor of the estate;
- f. each trustee of the trust;
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- i. any combination of persons identified in (a) through (f) of this section.

2. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)2:

- i. an owner of more than twenty per cent of the corporation or business trust;
- ii. each spouse of an owner of more than twenty per cent of the corporation or business trust;
- iii. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- iv. any combination of persons identified in (a) through (c) of this section.

---

2 O.R.C. § 3517.13(J)(1)(a) provides:

[N]o political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if any of [those persons listed in ¶ 2, a-c] . . . has made, as an individual, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

O.R.C. § 3517.13(J)(1)(b) prohibits award of such a contract

[I]f *any combination* of the following has made, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) Owners of more than twenty per cent of the corporation or business trust; (ii) Spouses of owners of more than twenty per cent of the corporation or business trust; (iii) Children seven years of age through seventeen years of age of owners of more than twenty per cent of the corporation or business trust; (iv) Any political action committee affiliated with the corporation or business trust. (Emphasis added.)



TREBEL:

SIGNATURE: [Signature]

NAME: Scott Belcourt

TITLE: Principal

DATE: 7.23.18

Sworn to before me and subscribed in my presence by the above named person this 23  
day of July, 2018.

NOTARY PUBLIC: [Signature]

My Commission Expires: 11-2-19



1311-001.00356850v1