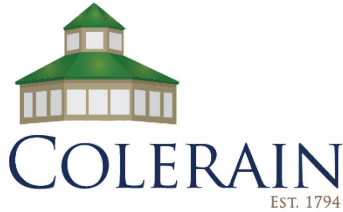


Regular Meeting of the Board of Trustees - April 12

April 12, 2022

- 1. Opening of Meeting**
- 2. Pledge of Allegiance 7:00 PM**
- 3. Meditation (Moment of Silence)**
- 4. Approval of Minutes**
- 5. Presentations**
 - a. Facility Master Plan Presentation - Emersion Design
 - b. Hamilton County Stormwater District Presentation
- 6. Citizens Address**
- 7. Administrative Reports**
- 8. Trustees' Report**
- 9. New Business**
 - Public Safety**
 - a. Motion to Issue Noise Resolution Permit to McDogs Lakeside Saloon
 - b. Motion to Authorize the Township Administrator to Execute a Client Services Agreement with Medicount Management, Inc.
 - c. Motion to Authorize the Township Administrator to Execute a Contract with Sansio for HealthEMS Software
 - d. Resolution Declaring Nuisance and Ordering Abatement
 - e. Resolution Declaring a Junk Motor Vehicle
 - f. Resolution Declaring a Junk Motor Vehicle
 - g. Resolution Declaring a Junk Motor Vehicle
 - h. Resolution Declaring a Junk Motor Vehicle
 - i. Resolution to Dispose of Township Vehicles and Equipment Valued at Greater than \$2,500
 - j. Motion to Permit Township Administrator to Sign an Agreement with Rotation Wrecker Companies
 - Public Services**
 - a. Resolution Authorizing Participation in the 2022 ODOT Salt Contract
 - b. Motion Appointing Matt Wahlert as Colerain Township Designated Representative to Hamilton County Stormwater District and Jeff Weckbach as Secondary Contact



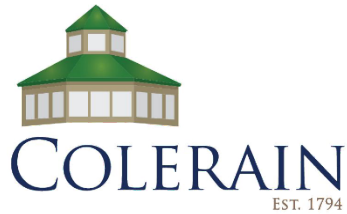
- c. Motion Directing Township Administrator to Sign the 2023 Storm Water District Level of Service and Estimated Service Fee Form
- d. Resolution Accepting a Portion of Prechtel Road as a Township Road
- e. Motion Authorizing Food Truck Rentals at Clippard Park
- f. Motion Authorizing Township Administrator to Accept Grant from Hamilton County Resource for Residential Composting and to Execute Related Documents
- g. Motion Authorizing Township Administrator to Execute a One Year Agreement with GoZero for Residential Composting Services in the Amount of \$13,436
- h. Motion to Issue RFP for Rooftop Solar at 4300 Springdale Road

Development

- a. Motion to Authorize the Township Administrator to Execute the Northridge TIF District Development Agreement
- b. Motion Requesting Board of Trustees to Schedule a Public Hearing on Zoning Commission Case ZA2022-02 requesting a Zoning Map Amendment at 11850 Colerain Road
- c. Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 9929 Capstan Drive on May 10, 2022
- d. Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 7954 Harrison Avenue on May 10, 2022
- e. Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 3483 Niagara Street on May 10, 2022
- f. Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 3484 Niagara Street on May 10, 2022
- g. Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 8806 Nabida Drive on May 10, 2022
- h. Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 2864 Houston Road on May 10, 2022

Administration

- a. Resolution Amending Appropriations for the Year 2022
- b. Resolution Authorizing Participation in OneOhio Regional Governance
- c. Resolution Modifying Organization Chart and Roster
- d. Motion Authorizing the Township Administrator to Execute a Renewal of a Contract with Zix for Cybersecurity Services
- e. Motion Authorizing Township Administrator to Execute a Contract with KnowBe4 for Cybersecurity Services
- f. Resolution Authorizing Participation in the State of Ohio Cooperative Purchasing



Program

- g. Resolution Adopting Policy Change

10. Old Business

11. Consent Items

- a. Contract - Deer Park Roofing - Station 102 Roof Investigation
- b. Contract - Spring Grove Cremation Society - Indigent Burial
- c. New Hire - Police Officer - Police Department
- d. New Hire - Police Officer - Police Department
- e. New Hire - Seasonal Maintenance Workers - Public Services
- f. New Hire - Litter Laborers - Public Services
- g. New Hire - Assistant Summer Camp Director - Public Services
- h. New Hire - Seasonal Fire Hydrant Maintenance Workers - Department of Fire & EMS
- i. New Hire - Executive Assistant - Department of Fire & EMS
- j. New Hire - Accounting Specialist - Administration

12. Fiscal Office Report

13. Executive Session – if needed

14. Adjournment

COLERAIN

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Facility Master Plan Presentation - Emersion Design

No action is requested of the Board.

Rationale:

Emersion Design was contracted in 2021 to conduct a facility master plan for all of our buildings. They will provide a presentation to the Board and public on their recommendations with the intent of a full plan being brought forward at the April 26, 2022 Board of Trustees meeting for adoption.

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan
Goal:

Hamilton County Stormwater District Presentation

Action is contemplated later in the agenda.

Rationale:

Representatives from the Hamilton County Stormwater District will be in attendance to provide an overview of their work and answer questions from the Trustees.

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

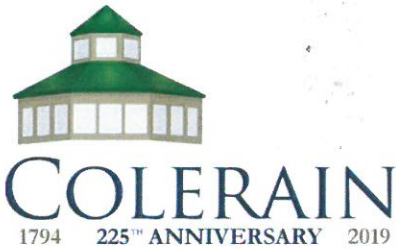
Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Motion to Issue Noise Resolution Permit to McDogs Lakeside Saloon

Recommend Adoption of a Motion to Issue a Noise Resolution Permit to McDogs Lakeside Saloon, 3611 Bevis Lane from May 1st to October 1st 2022, from 1pm to 9pm.

Rationale:

McDogs Lakeside Saloon Requests Outdoor Permit from May 1, 2022, until October 1, 2022.



PERMIT VALID DATE AND TIME (to and from):

Trustees: Matt Wahlert, Raj Rajagopal, Daniel Unger

Fiscal Officer: Jeff Baker

Administrator: Geoff Milz

Application for Noise Resolution Permit

**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: *McDogs Lakeside Saloon*

Address where event will be held: *3611 Bevis Ln Cincinnati, OH 45251*

Type of event: *Live Music*

Date and Time of Event: *May 1st, 2022 - October 1st 2022 1pm - 10pm*

Contact number for permit holder: *Lisa Sowers Manager 513-801-6897*

Permit applicant must be at the event and in possession of this signed and approved permit. This permit is non-transferable and is only valid for the date and time listed on the approved permit. This permit is not an endorsement or approval by the Township of the type of event taking place.

For Office Use Only, Do not write below this line

Time and date received: *3/31/2022*

By: *Asst Chief E. Cardie*

Number of issued permits in calendar year: Residential _____ Business 1

To be placed on Trustee agenda for meeting: *4/12/2022* (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services.

Motion to Authorize the Township Administrator to Execute a Client Services Agreement with Medicount Management, Inc.

Recommend ADOPTION of the Motion.

Rationale:

Medicount Management serves as our third-party emergency medical services (EMS) billing agency. This agency is responsible for collecting fees for service from Medicare, Medicaid, private insurance agencies, and self-paying customers. They also provide us with a variety of other services dedicated to optimizing our fee collection and customer service efforts. These services include collection analysis and a tailored EMS customer service program required by the State of Ohio Centers for Medicare and Medicaid Services.

This contract represents a renewal contract for which our fee remains unchanged. Our fee for service remains 6.5% of our billing revenue. For the 2022 billing period, this 6.5% fee is anticipated to cost approximately \$98,000. The 6.5% fee has remained constant since our original contract with Medicount Management in 2017, noting that our fee increases as our billing revenue increases. Their services generated approximately \$1.5 million in 2021.

This is a service that we would not be able to sustain on our own, independently of a third-party agency. The management of nearly 9,000 accounts annually alone could not be managed by one full-time individual. Additionally, the resources and intimate knowledge of state law and billing practices available to Medicount far exceed our own capabilities.

Their service has remained the highest quality we have experienced in our 12 years of EMS billing. Their cost remains lower than their competitors and includes enhanced services that have yet to parallel other billing agencies.

CLIENT SERVICES AGREEMENT

This Client Services Agreement (“Agreement”) entered into as of the ____ day of _____, 2022 by and between Medicount Management, Inc. (“Medicount”) and **COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO** (“EMS Agency”).

WHEREAS EMS Agency provides emergency medical services (“EM Services”); and

WHEREAS EMS Agency desires to retain Medicount to provide billing services for such EM Services pursuant to the terms and conditions in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

1. **Billing Services.** Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EM Services. As their billing agent, Medicount will provide all billing services on behalf of the EMS Agency for EM Services and will manage the accounts receivable for EM Services (collectively, “Billing Services”). Such Billing Services shall include those services described in Exhibit A attached hereto, as the same may be modified from time to time.
2. **Billing Policy.** Medicount’s “Billing Policy” Exhibit F is attached and made part of this Agreement.
3. **EMS Agency Obligations.** EMS Agency engages Medicount as its exclusive billing agent. To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount. At a minimum, it will fulfill the obligations outlined in Exhibit B attached hereto, as the same may be modified from time to time.
4. **Compensation.**
 - a. In exchange for the provision of the Billing Services, Medicount shall receive (i) a base rate fee equal to **6.5%** of the gross amount collected by Medicount and/or EMS Agency for EM Services (less refunds or “take-backs”), but not including any deductions incurred by Medicount or EMS Agency for expenses and/or processing fees incurred in collecting monies owed for EM Services, plus (ii) any additional fees set forth herein or in any exhibit or addenda attached hereto (collectively, the “Medicount Compensation”).
 - b. EMS Agency will also be responsible for any third-party costs incurred by Medicount in performing Billing Services under this Agreement including, but not limited to, (i) any fees or charges assessed by governmental agencies or

insurance providers for required provider numbers, licensing, certification, and recertification applications; (ii) any significant increases (more than 10%) in the United States Postal Service rates or shipping rates; (iii) any ePCR billing software or hardware used by EMS Agency that is charged to or paid by Medicount; (“Third Party Costs”). Notwithstanding the preceding, Medicount will provide to EMS Agency written notice of any known increases in any Third-Party Costs at least thirty days (30) days before such additional costs are assessed under this Agreement. Such Third-Party Costs shall be invoiced monthly by Medicount to EMS Agency as costs are incurred.

- c. If applicable: Once the EM Service is on location, EM Service employees may encounter these Treat Non-Transport or Non-Transport (sometimes referred to as Treatment in Place TIP) situations:
 - i. A determination that no transport is required
 - ii. The patient refuses treatment and transport
 - iii. The patient receives treatment (usually vitals only) and refuses transport

Most Treat Non-Transports are considered Non-Covered Services for most health insurance providers and only billable to the patient. These “Patient Bills” will be billed at a flat rate of \$15.00 per call if the EMS Agency chooses to bill for the service, regardless of the charge amount and amount collected.

- d. If applicable: Some Non-Emergency transports involving facilities (SNF Nursing Home, Inpatient Hospital, Correctional Facility etc.) are not covered or unable to be billed to health insurance. EMS Agency acknowledges that the transport fee is due from the facility and can be challenging to collect. If the facility has been billed directly and does not pay for the billed charges after 90 days from the billed date, the EMS Agency agrees to pay Medicount a flat rate of \$15.00 per call regardless of the charge amount and the amount collected.
- e. If applicable: EMS Agency acknowledges that Paid to Patient Claims (PDPT’s) are insurance claim payments paid directly to the patient for the Emergency Medical (EM) Service. **Such payments are not issued directly to the EMS provider.** If the EMS Agency does not invoice residents (Insurance Only Billing Policy) for EM Service and such resident receives a PDPT, Medicount shall invoice such patients an amount equal to the PDPT that such patient received from the EMS Transport insurance company.

5. Collection of Funds.

- a. Medicount will process all payments it receives from patients, third-party payors, or other billed parties for EM Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. EMS Agency hereby acknowledges that it may, from time to time, receive payments directly from insurance companies, billed parties, and governmental agencies for EM Services. EMS Agency shall keep records of all payments received and shall immediately forward payments to Medicount for processing.
- b. Medicare and Medicaid will remit daily all payments directly to the EMS Agency without any deduction for costs or expenses. Unless EMS Agency has elected to use a lockbox to facilitate receipts, EMS Agency acknowledges that Medicount may receive remaining funds for EM Services. Such funds will be remitted monthly to the EMS Agency by U.S. mail no later than the 28th day of each calendar month based upon Medicount or EMS Agency's funds received through the end of the preceding month. Medicount will invoice monthly the EMS Agency for costs and fees owed by the EMS Agency to Medicount for services, software, and other fees due hereunder. The invoice will be emailed and uploaded to the client portal.
- c. Credit Cards: EMS Agency authorizes Medicount to accept credit card payments for EM Services. A credit card processing fee is assessed to the patient and insurance provider, as applicable. All credit card payments less the credit card processing fee will be remitted to Medicount's credit card depository account and EMS Agency as set forth herein. Medicount accepts only the following credit cards: MasterCard, Visa, Discover, and American Express.

6. Reporting.

Medicount will provide EMS Agency with commercially reasonable access via the Internet to review standard billing reports. Additional reports will be provided on an ad hoc basis to EMS Agency as requested at no additional cost unless the requested reports are outside the EMS billing business's ordinary course.

7. Security.

- a. The parties acknowledge that certain information provided by EMS Agency to Medicount may contain Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Clinical Health Act ("HITECH Act"). In providing Billing Services, Medicount is acting as a Business Associate as defined under

HIPAA. Accordingly, Medicount shall be subject to and shall execute the Business Associate Addendum attached hereto as Exhibit C.

- b. EMS Agency agrees that it shall be responsible for the maintenance of PHI maintained and stored by the EMS Agency. To the extent that Medicount provides any collection devices to assist in the provision of Billing Services hereunder, EMS Agency shall be responsible for its users' activity. EMS Agency shall immediately notify Medicount of, and use its best efforts to curtail, any of the following events: (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to gain access to any of the Billing Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI or other information relevant to the Billing Services (collectively a "Security Breach Event"). If any Security Breach Event involves PHI and other personally identifiable information, EMS Agency shall comply with applicable notification requirements including, but not limited to, the breach notification requirements under the HITECH Act and any other notification requirements mandated by Local, State, or Federal guidelines.

To the extent that any patient requests and requires identity theft protection in connection with the disclosure of any PHI or personally identifiable information resulting from any Security Breach Event, the EMS Agency shall be responsible for all costs related to such protection.

8. **Record Retention.** Upon any termination of this Agreement, Medicount will make available to EMS Agency all records about the EMS Agency's Billing Services including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records for a complete and secure download in the format in which such records are maintained by Medicount. EMS Agency hereby acknowledges that such records may be maintained by Medicount in SQL or other formats and if EMS Agency requests that such records be produced in some other format, EMS Agency shall be responsible for such costs. Such records shall be maintained and archived in accordance with Medicount's record retention policy.
9. **Exclusionary Rule Warranty.** EMS Agency acknowledges the Department of Health & Humans Services Office of Inspector General's ("OIG") "Exclusionary Rule" that prohibits payment by federal health care programs for items or services furnished by persons who are excluded from participation in federal health care programs. In connection with the Exclusionary Rule, OIG maintains and publishes a List of Excluded Individuals/Entities ("LEIE") who are excluded from participation in Medicare, Medicaid, and other federal health care programs. EMS Agency represents and warrants that it (a) has checked the LEIE to confirm that none of its employees or agents is on such list or otherwise prohibited from participating in federal health care programs; (b) will check the

LEIE monthly to confirm that none of its employees or agents has been added to such list or is otherwise prohibited from participating in federal health care programs; (c) will check the LEIE before hiring any new employee to confirm that such candidate is not on such list or is otherwise prohibited from participating in federal health care programs.

10. **Term.** This Agreement shall commence upon the date first written above and shall continue for a period of **Four (4) years (the “Term Commencement Date”)**. This Agreement shall automatically renew each year thereafter unless either party provides written notice one hundred eighty (180) days before the then-applicable renewal date that such party does not intend to renew the Agreement for another term. This Agreement may also be terminated upon a material breach by either party if such breaching party fails to cure a payment default within thirty (30) days of written notice of such default or sixty (60) days of written notice of any other material default.
11. **Effect of Termination.** Upon any termination of this Agreement or its expiration, the parties agree to the following terms and provisions:
 - a. Medicount may elect to continue to render Billing Services at then-current rates for a period of one hundred eighty (180) days after the termination date or expiration of the Client Services (the “Wind Down Period”) for all EMS Agency’s accounts receivable relating to EM Services rendered before the termination date (“Existing Accounts Receivable”).
 - b. EMS Agency expressly agrees to cooperate and assist Medicount with its performance during the “Wind Down Period” and will timely report, or cause to be reported, payments received by EMS Agency related to the Existing Account Receivable.
 - c. Upon expiration of the Wind-Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EM Services and Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount.
 - d. Except for the preceding or other matters as the parties may agree in writing, Medicount shall have no further obligation to provide any Billing Services to EMS Agency. EMS Agency may negotiate with Medicount for additional transitional services or the provision of additional data after the date of termination at EMS Agency’s expense.
12. **Intellectual Property Protection.** EMS Agency acknowledges that in connection with this Agreement, it may be given access to specific Medicount business methods, software, and processes in connection with the performance of the Billing Services hereunder (the

“Proprietary Information”). Such Proprietary Information is confidential to Medicount. EMS Agency acknowledges that Medicount owns all rights, title, and interest in such Proprietary Information. If EMS Agency is ever held or deemed to be the owner of any Proprietary Information, EMS Agency hereby irrevocably assigns to Medicount all such rights, title, and interest and agrees to execute all documents necessary to implement and confirm the intent of this Section. EMS Agency shall keep Proprietary Information confidential and further agrees not to use or disclose any Proprietary Information except as permitted hereunder. Notwithstanding the foregoing, Medicount understands that EMS Agency is subject to their own state public records laws, as they may be amended from time to time, and any disclosure of information made pursuant to such laws shall not be considered a breach of this Agreement. EMS Agency agrees to notify Medicount in the event EMS Agency receives a public records request which would require disclosure of any Proprietary Information.

13. **Limitation on Liability.** Medicount shall defend, indemnify, and hold harmless EMS Agency from all claims arising out of or related to the performance of Medicount of its services under this Agreement, except to the extent such claims result from the gross negligence or willful misconduct of EMS Agency.
14. **Contractor Relationship.** Medicount is acting as an independent contractor for EMS Agency, and it is not, nor shall it act as, an EMS Agency employee. Nothing in this Agreement shall be construed to create any partnership between the parties.
15. **Notice.** Any notice given under this Agreement shall be in writing and delivered to the other party by certified, registered, or express mail, return receipt requested, to the address set forth under each party’s signature. Either party may change the address to which notice or payment shall be sent by written notice.

16. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement, including exhibits, states the entire Agreement between the parties concerning the subject matter and supersedes all prior written and verbal understanding of the parties concerning it. Any amendments or changes to this Agreement must be made in writing and executed by both parties hereto.
- b. **Governing Law.** This Agreement shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The parties agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in Hamilton County, Ohio; EMS Agency expressly consents to jurisdiction therein.

- c. Assignment. The EMS Agency may not assign this Agreement in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement to any purchaser of the assets of Medicount.
- d. Severability. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall be continued in effect as though such provisions were deleted.

IN WITNESS, OF WHICH, the parties executed this Agreement as of the date first set forth above.

**EMS AGENCY:
COLERAIN TOWNSHIP**

MEDICOUNT MANAGEMENT, INC.

By: _____

By: _____

Print Name: _____

Print Name: Joseph A. Newcomb

Title: _____

Title: President

Date: _____

Date: _____

Address:

Address: 10361 Spartan Drive
Cincinnati, OH 45215

EXHIBIT A

BILLING SERVICES PROVIDED BY MEDICOUNT

1. Responsibilities of Medicount.

- a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid, and any third-party payor for the group and individual provider numbers when required for billing purposes.
- b. Medicount will review the billing policies of EMS Agency and assist with the development of insurance billing policies and procedures by insurance regulations and standards and otherwise advise EMS Agency of any material changes in third-party rules and regulations.
- c. Medicount shall, if required, develop and maintain electronic data interfaces directly with EMS Agency's hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in developing and maintaining such interfaces, including, but not limited to, communicating directly with hospital information technology staff, administration, and other staff members to authorize and otherwise enable the system.
- d. Medicount will provide basic training to EMS Agency management personnel. From time to time, Medicount may provide follow-up training as mutually agreed by Medicount and EMS Agency.
- e. Medicount will promptly process patient encounter information submitted by the EMS Agency and use the following diagnosis coding schemes: CPT-4, HCPCS, ICD-9, and ICD-10 CM. Medicount will bill for EMS Services within guidelines established by EMS Agency and the insurance or third-party payor to whom the claim is submitted.
- f. Medicount will use commercially reasonable efforts to accurately enter into its billing system all procedural and demographic data necessary for the patient third-party billing, provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.
- g. Medicount will submit claims using the most effective means available for each payor. Electronic filing will be used to the extent available and when mandated.

- h. Medicount will communicate with patients and third-party payors on a regular monthly cycle based on EMS Agency guidelines. Up to three attempts will be made to communicate with patients where there is inadequate information for EM Services billing purposes. Medicount may use automatic dialing systems to obtain missing insurance information and other information needed to process the billing claim for EMS Agency. Medicount shall exercise its sole discretion as to the form and substance of any automatic-dialing-system dialogue.
- i. Medicount will provide toll-free phone lines and customer service staff to respond to patient inquiries and otherwise assist patients with copayments, insurance claims, and other related matters.
- j. Medicount will correspond with third-party payors to resolve any coding misinterpretations or other issues that may arise during claims processing and settlement and otherwise remain current on payors' claim-information requirements.
- k. Medicount will process all payments from insurance carriers, billed parties, and governmental agencies.
- l. Medicount will advise EMS Agency during the term of this Agreement on how to promote public awareness about the billing process, establishing rates, payor participation, and other topics as mutually agreed.
- m. Medicount will undergo an annual SSAE 18 audit and provide results to the EMS Agency upon request.
- n. Medicount will conduct all billing in accordance with applicable federal and state laws, rules and regulations, insurance regulations and standards, and EMS Agency policy.
- o. Medicount uses ChartSwap for attorney requests for run reports and copies of patient bills.

- 2. **Amendment of Exhibit.** The parties may amend this Exhibit A from time to time upon mutual written Agreement.

EXHIBIT B
RESPONSIBILITIES OF EMS AGENCY

1. Responsibilities of EMS Agency.

- a. EMS Agency will identify one administrative and EMS representative to whom Medicount may address all matters related to non-contractual Billing Services under this Agreement. Such representatives will have the power to execute documents for the EMS Agency (e.g. Medicare & Medicaid authorized officials) and will timely respond to questions and additional document requests of Medicount.
- b. EMS Agency will establish and enforce written policies and procedures for Billing Services that will serve as the foundation of a Billing Services Compliance Program, **See Medicount Billing Policies Exhibit F**. These policies and procedures will be developed and amended, as needed, in concert with Medicount's compliance staff and compliance plan.
- c. EMS Agency represents and warrants that all information provided to Medicount shall be accurate and complete. EMS Agency shall be solely responsible for information accuracy, and Medicount shall have no obligation to verify the accuracy of information provided by the EMS Agency.
- d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures (patient, crew, physician or other authorized individuals) on all documents, charts, and other information needed to enable Medicount to submit claims on behalf of EMS Agency properly. EMS Agency represents and warrants that it will obtain, at a minimum, the following required information, if applicable, and forms and further confirms that Medicount may rely upon the existence of patient and crew signatures or other authorizations thereon where applicable in conformance with Medicare Rules and Regulations **See Exhibit G**.
 - i. Patient's complete name, gender, address, phone number, social security number (if available), and date of birth;
 - ii. Information pertaining to the EM Services run including, but not limited to, nature of the call, incident location and zip code, squad assessment, treatment and narrative, crew-member identifiers and training levels, receiving hospital, and transport mileage;
 - iii. Insurance information includes the patient's primary and secondary insurances, payor address(es), group, guarantor identification number,

- primary insured's name, social security number, relationship to the patient, address, date of birth, and gender, if available.
- iv. Assignment of Benefits form (AOB) with required signatures;
- v. Medical information releases;
- vi. Advance Beneficiary Notice of Noncoverage (ABN);
- vii. Physician's Certification Statement (PCS); and
- viii. If required, physician signatures on medical charts and other necessary medical documents.
- ix. Crew Signatures and or Signature Log

<u>ALL</u> SIGNATURES (PATIENT & CREW) PER MEDICARE RULES MUST BE LEGIBLE

- e. EMS Agency providers will use their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient's services if one exists. Medicount shall not be responsible for claim denials, partial payments, or payment reductions resulting from EM Services that are not deemed **Medically Necessary** by third-party payors.
- f. EMS Agency will assist Medicount in resolving issues and otherwise facilitating the exchange of information between Medicount and any hospitals, labs, or other entities necessary to support claims' submission.
- g. EMS Agency will timely provide any information requested by patients or third-party payors.
- h. When applicable, the EMS Agency will timely refund any overpayments to patients or insurance providers.
- i. Before, or contemporaneously with, execution of this Agreement, EMS Agency will provide to Medicount any information required to enable Medicount to establish claims and payments processing with Medicare, Medicaid, insurance companies, and third-party payors, including but not limited to any insurance provider numbers issued to EMS Agency, copies of EMS Agency certifications, copies of any applicable driver licenses, licensed EM Services vehicle titles, licensures from the State Department of Health, any provider applications completed or currently in process by any provider, and any other information necessary for credentialing.
- j. EMS Agency will assist Medicount with EMS Agency's Medicare and Medicaid applications and revalidations in a timely manner. EMS Agency will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and other third-party payors to Medicount. EMS Agency will identify an "Authorized Official" to execute such documents necessary to comply with payor requirements,

coordinate collection, correspond directly with Medicount, communicate the results of any audit, and execute such documents or instruments requested by Medicount as necessary to submit invoices and negotiate payments. EMS Agency will provide Medicount with timely notice of any new payment contracts, HMO or PPO relationships, or other contracts so that Medicount may accommodate changes as necessary.

- k. EMS Agency will provide Medicount with copies of all payments received directly by the EMS Agency from any insurance carrier, patient, or other third party and submit a copy of the payment or other correspondence on a timely basis;
- l. EMS Agency will pay the Medicount Compensation and any other fees detailed herein.
- m. EMS Agency shall provide Medicount with at least thirty (30) days' advance written notice of any EM Services changes and any applicable BLS, ALS, ALS2, and mileage **rate changes**. No rate change shall be applicable until the EMS Agency has received written confirmation from Medicount acknowledging the rate change notice. Upon such rate change, the EMS Agency agrees to monitor relevant Medicount reports to confirm that the rate changes are implemented. Medicount shall not be responsible for any losses, payment delays, or lost revenue resulting from the EMS Agency's failure to follow the above policy.
- n. EMS Agency agrees to abide by Medicount's Patient Hardship Policy (**Exhibit D**) unless the EMS Agency has its own written policy, which Medicount will follow.
- o. EMS Agency agrees to review and audit Medicount's billing reports monthly to verify the accuracy of the reports including, but not limited to, the number of runs and mileage submitted to Medicount, information sufficient to determine ALS and BLS coding, and any other information submitted to Medicount for billing purposes. EMS Agency shall promptly report any errors to Medicount, but in any event no later than ninety (90) days following the submission of the run to Medicount by EMS Agency. The EMS Agency shall reconcile its bank accounts for the deposit of monthly EMS payments with reports made available to the EMS Agency through Medicount's Customer Portal. To the extent possible, Medicount shall submit or resubmit any paperwork necessary to correct such errors. If the EMS Agency fails to identify and notify Medicount of any errors within ninety days following the run(s) submission, EMS Agency waives any claim it may have against Medicount for such errors.
- p. EMS Agency shall review and audit its bank statements monthly to verify all deposits received by EMS Agency from all sources related to the EMS billing

services provided by Medicount and reconcile such deposits with the month-end statements/reports provided by Medicount to EMS Agency. The EMS Agency shall promptly report any discrepancy or deposit not reflected on Medicount's statement to ensure a proper accounting and appropriate accrediting of patient accounts. Such notice shall be provided in writing within thirty (30) days of the bank statement date.

- q. EMS Agency shall use Medicount's "Write Off Policy" (**Exhibit E**) unless Medicount has received and acknowledged receipt of EMS Agency's Write Off Policy.
 - r. EMS Agency will grant Medicount full access to its ePCR software to enable Medicount to assist in solving any issues that may arise.
 - s. In the event of an outside audit request, EMS Agency agrees to reimburse Medicount at the hourly rate of \$50.00 per hour plus materials to furnish the requesting party with the documentation requested.
2. **Amendment of Exhibit.** The parties may amend Exhibit B from time to time upon mutual written Agreement.

EXHIBIT C
Business Associate Addendum

This Addendum is effective on the ____ day of _____ 2022 and is made part of the Client Services Agreement (“Agreement”) by and between **COLERAIN TOWNSHIP** (“EMS Agency”) and **MEDICOUNT MANAGEMENT, INC.** (“Business Associate”).

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the “HIPAA Rules”) as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations (“CFR”) and are incorporated herein by reference.
2. **Prohibition on Unauthorized Use or Disclosure of Protected Health Information.** Business Associate acknowledges that any Protected Health Information (“PHI”) provided to Business Associate by EMS Agency or any PHI created, maintained or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any PHI it receives, creates, maintains or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with: (a) the HIPAA Rules as if Business Associate was a Covered Provider under such rules; (b) state laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (c) EMS Agency’s Health Information Privacy and Security Policies and Procedures.
3. **Use and Disclosure of Protected Health Information.** Except as otherwise permitted herein, Business Associate shall use and disclose PHI only to the extent necessary to satisfy Business Associate’s obligations under the Agreement or as required by law.
4. **Business Associate’s Operations.** Business Associate also may use PHI it creates for or receives from EMS Agency to the extent necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities under the Agreement and hereunder. Business Associate may disclose PHI as necessary for such purposes only if:
 - a. The disclosure is required by law; or
 - b. Business Associate obtains reasonable assurance, evidenced by a written contract, from any person or organization to which Business Associate will disclose PHI that

such person or organization agrees to abide by the terms and conditions of this Addendum and specifically to:

- (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate (who shall then promptly notify EMS Agency) of any instance of which the person or organization becomes aware that the confidentiality of such PHI was breached.
- 5. **Data Aggregation Services.** Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services. Notwithstanding the preceding, Business Associate hereby acknowledges that it may not sell any PHI except as otherwise permitted under the HIPAA Rules.
- 6. **PHI Safeguards.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.
- 7. **Electronic Health Information Security and Integrity.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically-maintained or transmitted PHI that Business Associate creates, maintains, transmits and/or receives from or on behalf of EMS Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
- 8. **Subcontractors and Agents.** Business Associate shall require each subcontractor or agent to whom it may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions, and requirements as to the protection of such PHI as are imposed on Business Associate by this Addendum.
- 9. **Access to PHI by Individuals.** Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual's designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days before the date on which access is requested. Subject to such notice requirements, Business Associate shall permit an Individual or an Individual's designee to inspect and copy PHI pertaining to such Individual in Business Associate's custody or control. Business Associate shall establish

procedures for access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI in electronic format if Individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

10. **Accounting to EMS Agency and Government Agencies.** Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or an Individual's designee or determining Business Associate's compliance with the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with a written request for such access to PHI and in no case will Business Associate be required to provide access earlier than at least five (5) business days before the receipt of written notice of the requested access date unless otherwise designated by the Secretary.
11. **Accounting to Individuals.** Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of EMS Agency, Business Associate shall provide documentation made by this Agreement to permit EMS Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency and in no case shall Business Associate be required to provide such documentation in less than five (5) business days of Business Associate's receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the Individual to the EMS Agency.
12. **Correction of Health Information/ Restriction on Disclosure.** Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of such amendment to all agents and subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual's PHI subject to the applicable limits under the HIPAA Rules.
13. **Minimum Necessary Determination.** Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to fulfill its

obligations under the Agreement. Business Associate represents that it will request only the minimum necessary PHI in connection with its performance of duties under this Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.

14. **Reporting.** Business Associate shall report to EMS Agency any unauthorized use or disclosure of PHI of which it becomes aware that is not provided for in this Agreement, including breaches of unsecured PHI and any security incident. Business Associate shall report such unauthorized use or disclosure to EMS Agency's Privacy Official no later than 10 business days after Business Associate learns of such breach or security incident. Business Associate's report shall at minimum: (a) state the nature of the unauthorized use or disclosure of PHI; (b) identify the PHI used or disclosed; (c) identify the unauthorized user or recipient of the disclosure; (d) indicate what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) indicate what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency's Privacy Official.

15. **Obligations of EMS Agency.**

- (a) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
- (c) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to or is required to abide by under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

16. **Right to Terminate for Breach.** Notwithstanding any other provision of this Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to the Business Associate of termination, with such notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in its written notice.

17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration, or another conclusion of this Agreement, Business Associate, concerning PHI receipt from EMS Agency, or created, maintained, or received by Business Associate on behalf of EMS Agency, shall:
- (a) Retain only that PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.
 - (b) Return to EMS Agency or, if agreed to by EMS Agency, destroy the remaining PHI maintained by Business Associate in any form;
 - (c) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein that applied before termination;
 - (e) Return to EMS Agency the retained PHI when Business Associate no longer needs it for its proper management and administration or to carry out its legal responsibilities; and
 - (f) Transmit the PHI to another EMS Agency Business Associate at termination as requested by the EMS Agency.
18. **Continuing Obligations.** Business Associate's obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration, or other conclusions of the Agreement.
19. **Automatic Amendment.** Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remains in compliance with such regulations.

IN WITNESS, WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf, effective as of this date as indicated above.

**EMS AGENCY:
COLERAIN TOWNSHIP**

By: _____ ?

Print Name: _____ ?

Title: _____ ?

Date: _____ ?

**BUSINESS ASSOCIATE:
MEDICOUNT MANAGEMENT, INC.**

By: _____

Print Name: Joseph A. Newcomb

Title: President

Date: _____

EXHIBIT D

PATIENT HARDSHIP POLICY (if applicable)

To establish a billing policy that allows for the waiver of ambulance transport fees based on established Department of Health and Human Services Poverty Guidelines, and to abide by decisions made by the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Office of Inspector General (OIG).

SCOPE:

This policy pertains to all individuals transported by clients of Medcount Management, Inc. (MMI).

PROCEDURE:

1. Patients who are unable to pay their co-pays or deductibles or who are uninsured and unable to make payments may request a financial hardship review of their transport fee. Patients, or their designee, must complete an “EMS Hardship Waiver Form” (see attached). The form is available on MMI’s website or can be requested from MMI by calling 513-612-3387.
2. The patient making the waiver request will be asked to provide:
 - IRS Form W-2 or unemployment check stubs for the past 90 days
 - Paycheck stubs for the past 90 days for all persons employed in the home
 - Most recent IRS Form 1040, U.S. Individual Income Tax Return, signed
 - Any other relevant information to support the request (e.g., bankruptcy settlement, death or disability in the family, divorce)
3. The waiver application will be forwarded to the patient or patient’s representative for review and determination. The determination will be noted on the form and in the patient’s account and transmitted by letter to the patient.

GUIDELINES:

1. If insurance information is provided, insurance must be billed out before a waiver request is approved or denied.

2. Payment plans will be set up on a recurring credit card; payments due are automatically charged monthly.
3. A minimum \$50 per month payment plan will be implemented when possible.
4. A patient who provides a letter of approval of financial assistance from a medical facility will be approved by MMI for the same reduction amount unless the EMS Agency's collection policy states that patients unable to pay be sent to the EMS Agency for collection.
5. A balance of \$100 or less (approximately) may be written off based on the patient's economic circumstances.

Financial hardship determinations will be based on the following schedule (excluding collection clients):

**Poverty Guidelines, all
states (except Alaska and
Hawaii)**

2020 Annual

Household /Family Size		*100%*	125%	135%	150%	160%	175%	185%	200%	225%
Discount		100%	85%	75%	60%	50%	35%	25%	10%	0%
	1	\$12,760	15,950	17,226	19,140	20,416	22,330	23,606	25,520	28,710
	2	\$17,240	21,550	23,274	25,860	27,584	30,170	31,894	34,480	38,790
	3	\$21,720	27,150	29,322	32,580	34,752	38,010	40,182	43,440	48,870
	4	\$26,200	32,750	35,370	39,300	41,920	45,850	48,470	52,400	58,950
	5	\$30,680	38,350	41,418	46,020	49,088	53,690	56,758	61,360	69,030
	6	\$35,160	43,950	47,466	52,740	56,256	61,530	65,046	70,320	79,110
	7	\$39,640	49,550	53,514	59,460	63,424	69,370	73,334	79,280	89,190
	8	\$44,120	55,150	59,562	66,180	70,592	77,210	81,622	88,240	99,270
	9	\$48,600	60,750	65,610	72,900	77,760	85,050	89,910	97,200	109,350
	10	\$53,080	66,350	71,658	79,620	84,928	92,890	98,198	106,160	119,430

HHS POVERTY GUIDELINES FOR 2020

The 2020 poverty guidelines are in effect as of January 15, 2020

The [Federal Register notice for the 2020 Poverty Guidelines](#) was published January 17, 2020.

EXHIBIT E

MEDICOUNT MANAGEMENT, INC. WRITE-OFF POLICY FOR USE IN THE ABSENCE OF A WRITTEN EMS AGENCY POLICY

Revenue Cycle Management requires that claim receivables be written off after certain procedures have been followed. Following are Medicount Management, Inc.'s (MMI) guidelines for writing off a claim. Please note, writing off a claim is considered the last resort as uncollectible claims serve neither party.

A patient account will be written off if the following criteria are met:

1. **If all three:** No name, no address, no phone - write off immediately.
2. The patient account has gone through MMI's claims processing procedures:
 - a. Attempt to obtain patient insurance information from the hospital; electronically, face sheets, spreadsheets.
 - b. Run the patient through MMI's hospital patient database, all available insurance databases including Lexis Nexis.
 - c. Attempt to contact the patient by telephone.
 - d. Registration letter sent to patient requesting insurance information.
 - e. The patient has been sent three (3) statements. Or, if statements are returned, try to determine the correct address. If none is available, no further statements are sent.
 - f. Patient's insurance (primary, secondary, other) has paid out the maximum allowable under all policies and guidelines and no further amount is due.
 - g. The patient has not entered into an approved financial hardship plan.
 - h. If the balance is less than \$30 and "a" to "g" above have been met.
 - i. When an EMS Agency submits an account to a collection agency, MMI will write off the account so it is removed from the EMS Agency's Aging Report.

EXHIBIT F

Medicount Billing Policy

Objective:

To assist clients of Medicount Management Inc., (hereinafter referred to as “Billing Company”) in preventing the submission of erroneous claims or engaging in unlawful conduct that is contrary to current State and Federal health insurance laws, policies and rules.

Policy

Federal and state laws extensively regulate health care activities to prevent fraud and abuse. Fraud is defined as obtaining or attempting to obtain services or payments by dishonest means with intent, knowledge, and willingness. Abuse is defined as medical or billing practices that are inconsistent with acceptable medical, business, or fiscal standards.

Definitions

All the following Definitions are from the Code of Federal Regulations 42 Chapter IV:

Subsection 414.605 (1-9-2020) – “**Emergency Response** means responding immediately at the BLS or ALS1 level of service to a 911 call or the equivalent in areas without a 911 call system. An immediate response is one in which the ambulance entity begins as quickly as possible to take the steps necessary to respond to the call.”

Subsection 414.605 (1-9-2020) – “**Advanced Life Support, level 2 (ALS2)** means either transportation by ground ambulance vehicle, medically necessary supplies and services, and the administration of at least three medications by intravenous push/bolus or by continuous infusion, excluding crystalloid, hypotonic, isotonic, and hypertonic solutions (Dextrose, Normal Saline, Ringer’s Lactate); or transportation, medically necessary supplies and services, and the provision of at least one of the following ALS procedures:

Manual defibrillation/cardioversion	Endotracheal intubation
Central venous line	Cardiac pacing
Chest decompression	Surgical airway
Intraosseous line”	

Subsection 414.605 (1-9-2020) – “**Advanced Life Support level 1 (ALS1)** means transportation by ground ambulance vehicle, medically necessary supplies and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention”.

Subsection 414.605 (1-9-2020) – “Advanced Life Support (ALS) Assessment” is an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient’s reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.”

Subsection 414.605 (1-9-2020) – Advanced Life Support (ALS) Intervention means a procedure that is, in accordance with State and local laws, required to be furnished by ALS personnel.

Subsection 414.605 (1-9-2020) – “Specialty Care Transport (SCT)” means interfacility transportation of a critically injured or ill beneficiary by a ground ambulance vehicle, including medically necessary supplies and services, at a level of service beyond the scope of the EMT-Paramedic. SCT is necessary when a beneficiary’s condition requires ongoing care that must be furnished by one or more health care professionals in an appropriate specialty area, for example, nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.”

Subsection 414.605 (1-9-2020) - “Advanced Life Support (ALS) Personnel” means an individual trained to the level of the emergency medical technician-intermediate (EMT-intermediate) or paramedic. The EMT-Intermediate is defined as an individual who is qualified, in accordance with State and local laws, as an EMT-Basic and who is also qualified in accordance with State and local laws to perform essential advanced techniques and to administer a limited number of medications. The EMT-Paramedic is defined as possessing the qualifications of the EMT Intermediate and also, in accordance with State and local laws, as having enhanced skills that include being able to administer additional interventions and medications.” For Kentucky this would be equivalent to the Advanced EMT (A-EMT).”

Subsection 414.605 (1-9-2020) – “Basic Life Support (BLS)” means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. The ambulance must be staffed by at least two people who meet the requirements of state and local laws where the services are being furnished. Also, at least one of the staff members must be certified, at a minimum, as an emergency medical technician-basic (EMT-Basic) by the State or local authority where the services are furnished and be legally authorized to operate all lifesaving and life-sustaining equipment on board the vehicle. These laws may vary from State to State.

Subsection 414.605 (1-9-2020)– “Paramedic ALS Intercept (PI) means EMT-Paramedic services furnished by an entity that does not furnish the ground ambulance transport, provided the services meet the requirements specified in subsection 410.40(c) of this chapter.”

Subsection 414.605 (1-9-2020) – “Loaded Mileage – means the number of miles the Medicare beneficiary is transported in the ambulance vehicle.”

Subsection 410.40(e) (1-9-2020) – “Medical necessity requirements

- (1) *General Rule.* Medicare covers ambulance services, including fixed wing and rotary wing ambulance services, only if they are furnished to a beneficiary whose medical condition is such that other means of transportation are contraindicated. The beneficiary’s condition must require both the ambulance transportation itself and the level of service provided in order for the billed service to be considered medically necessary. Nonemergency transportation by ambulance is appropriate if either the beneficiary is bed-confined, and it is documented that the beneficiary’s condition is such that other methods of transportation are contraindicated; or, if his or her medical condition, regardless of bed confinement, is such that transportation by ambulance is medically required. Thus, bed confinement is not the sole criterion in determining the medical necessity of ambulance transportation. It is one factor that is considered in medical necessity determinations. For a beneficiary to be considered bed-confined, the following criteria must be met:
 - (i) The beneficiary is unable to get up from bed without assistance.
 - (ii) The beneficiary is unable to ambulate.
 - (iii) The beneficiary is unable to sit in a chair or wheelchair.
- (2) *Special rule for nonemergency, scheduled, repetitive ambulance services.* Medicare covers medically necessary nonemergency, scheduled, repetitive ambulance services if the ambulance provider or supplier, before furnishing the service to the beneficiary, obtains a written order from the beneficiary’s attending physician certifying that the medical necessity requirements of paragraph (d)(1) of this Section are met. The physician’s order must be dated no earlier than 60 days before the date the service is furnished.
- (3) *Special rule for nonemergency ambulance services that are either unscheduled or that are scheduled on a nonrepetitive basis.* Medicare covers medically necessary nonemergency ambulance services that are either unscheduled or that are scheduled on a nonrepetitive basis under one of the following circumstances:

- (i) For a resident of a facility who is under the care of a physician if the ambulance provider or supplier obtains a written order from the beneficiary's attending physician, within 48 hours after the transport.
- (ii) For a beneficiary residing at home or in a facility who is not under the direct care of a physician, a physician certification is not required.
- (iii) If the ambulance provider or supplier is unable to obtain a signed physician certification statement from the beneficiary's attending physician, a non-physician certification statement must be obtained.
- (iv) If the ambulance provider or supplier is unable to obtain the required certification within 21 calendar days following the date of the service, the ambulance supplier must document its attempts to obtain the requested certification and may then submit the claim. Acceptable documentation includes a signed return receipt from the U.S. Postal Service or other similar services that evidences that the ambulance supplier attempted to obtain the required signature from the beneficiary's attending physician or other individual named in paragraph (e)(3)(iii) of this Section.
- (v) In all cases, the provider or supplier must keep appropriate documentation on file and, upon request, present it to the contractor. The presence of the signed certification statement or signed return receipt does not alone demonstrate that the ambulance transport was medically necessary. All other program criteria must be met for payment to be made.

Subsection 410.40(f) (1-9-2020)) – “Origin and destination requirements – Medicare covers the following ambulance transportation:

- (1) From any point of origin to the nearest hospital, CAH, or SNF that is capable of furnishing the required level and type of care for the beneficiary's illness or injury. The hospital or CAH must have available the type of physician or physician specialist needed to treat the beneficiary's condition.
- (2) From a hospital, CAH, or SNF to the beneficiary's home.
- (3) From an SNF to the nearest supplier of medically necessary services not available at the SNF where the beneficiary is a resident, including the return trip.
- (4) For a beneficiary who is receiving renal dialysis for treatment of ESRD, from the beneficiary's home to the nearest facility that furnishes renal dialysis, including the return trip.”

Subsection 424.36 (1-9-2020) – “Signature requirements.

- (a) *General rule.* The beneficiary's own signature is required on the claim unless the beneficiary has died or the provisions of paragraphs (b), (c), or (d) of this Section apply. For purposes of this Section, "the claim" includes the actual claim form or such other form that contains an adequate notice to the beneficiary or other authorized individual that the purpose of the signature is to authorize a provider or supplier to submit a claim to Medicare for specified services furnished to the beneficiary.
- (b) *Who may sign when the beneficiary is incapable.* If the beneficiary is physically or mentally incapable of signing the claim, the claim may be signed on his or her behalf by one of the following:
- (1) The beneficiary's legal guardian.
 - (2) A relative or other person who receives social security or other governmental benefits on the beneficiary's behalf.
 - (3) A relative or other person who arranges for the beneficiary's treatment or exercises other responsibility for his or her affairs.
 - (4) A representative of an agency or institution that did not furnish the services for which payment is claimed but furnished other care, services, or assistance to the beneficiary.
 - (5) A representative of the provider or the nonparticipating hospital claiming payment for services it has furnished if the provider or nonparticipating hospital is unable to have the claim signed per paragraph (b)(1), (2), (3), or (4) of this Section after making reasonable efforts to locate and obtain the signature of one of the individuals specified in paragraph (b)(1), (2), (3), or (4) of this Section.
 - (6) An ambulance provider or supplier with respect to emergency or non-emergency ambulance transport services, if the following conditions and documentation requirements are met.
 - (i) None of the individuals listed in paragraph (b)(1), (2), (3), or (4) of this Section was available or willing to sign the claim on behalf of the beneficiary at the time the service was provided;
 - (ii) The ambulance provider or supplier maintains in its files the following information and documentation for at least four years from the date of service:
 - (A) A contemporaneous statement, signed by an ambulance employee present during the trip to the receiving facility, that, at the time the service was provided, the beneficiary was physically or mentally incapable of signing the claim and that none of the individuals listed in paragraph (b)(1), (2), (3), or (4) of this Section were available or willing to sign the claim on behalf of the beneficiary, and
 - (B) Documentation with the date and time the beneficiary was transported, and the name and location of the facility that received the beneficiary, and
 - (C) Either of the following:

- (1) A signed contemporaneous statement from a representative of the facility that received the beneficiary, which documents the name of the beneficiary and the date and time the beneficiary was received by that facility; or
- (2) The requested information from a representative of the hospital or facility using a secondary form of verification obtained at a later date, but before submitting the claim to Medicare for payment. Secondary forms of verification include a copy of any of the following:
 - (i) The signed patient care/trip report;
 - (ii) The facility or hospital registration/admission sheet;
 - (iii) The patient medical record;
 - (iv) The facility or hospital log; or
 - (v) Other internal facility or hospital records.”

All the following definitions are from the Medicare Benefit Policy Manual Chapter 10 - Ambulance Services (Rev 243, 04-13-18):

10.2 – Necessity and Reasonableness (Rev. 1, 10-01-03)

“To be covered, ambulance services must be medically necessary and reasonable.”

10.2.1 – Necessity for the Service (Rev. 1, 10-01-03)

“Medical necessity is established when the patient’s condition is such that use of any other method of transportation is contraindicated. In any case in which some means of transportation other than an ambulance could be used without endangering the individual’s health, whether or not such other transportation is actually available, no payment may be made for ambulance services. In all cases, the appropriate documentation must be kept on file and, upon request, presented to the carrier/intermediary. It is important to note that the presence (or absence) of a physician’s order for a transport by ambulance does not necessarily prove (or disprove) whether the transport was medically necessary. The ambulance service must meet all program coverage criteria in order for payment to be made.

In addition, the reason for the ambulance transport must be medically necessary. That is, the transport must be to obtain a Medicare covered service, or to return from such a service.”

10.2.2 – Reasonableness of the Ambulance Trip (Rev 103; Issued 02-20-09; Effective Date: 01-05-09; Implementation Date: 03-20-09)

“Under the FS payment is made according to the level of medically necessary services actually furnished. That is, payment is based on the level of service furnished (provided they were medically necessary), not simply on the vehicle used. Even if a local government requires an

ALS response for all calls, payment under the FS is made only for the level of service furnished, and then only when the service is medically necessary.”

10.2.3 – Medicare Policy Concerning Bed-Confinement (Rev 1, 10-01-03)

“As stated above, medical necessity is established when the patient’s condition is such that the use of any other method of transportation is contraindicated. Contractors may presume this requirement is met under certain circumstances, including when the beneficiary was bed-confined before and after the ambulance trip (see §20 for the complete list of circumstances). A beneficiary is bed-confined if he/she is:

- Unable to get up from bed without assistance;
- Unable to ambulate; and
- Unable to sit in a chair or wheelchair.

The term “bed confined” is not synonymous with “bed rest” or “nonambulatory”. Bed confinement, by itself, is neither sufficient nor is it necessary to determine the coverage for Medicare ambulance benefits. It is simply one element of the beneficiary’s condition that may be taken into account in the intermediary’s/carrier determination of whether means of transport other than an ambulance were contraindicated.”

10.2.4 – Documentation Requirements

“In all cases, the appropriate

Documentation must be kept on file and, upon request, presented to the carrier. It is important to note that neither the presence nor absence of a signed physician’s order for an ambulance transport necessarily proves (or disproves) whether the transport was medically necessary. The ambulance service must meet all program coverage criteria in order for payment to be made.

10.3 – The Destination (Rev. 243; Issued: 04-13-18; Effective: 074-16-18; Implementation: 07-16-18)

An ambulance transport is covered to the nearest appropriate facility to obtain necessary diagnostic and/or therapeutic services (such as a CT scan or cobalt therapy) as well as the return transport. In addition to all other coverage requirements, this transport situation is covered only to the extent of the payment that would be made for bringing the service to the patient.

Medicare covers ambulance transports (that meet all other program requirements for coverage) only to the following destinations:

- Hospital;

- Critical Access Hospital (CAH);
- Skilled Nursing Facility (SNF);
- From a SNF to the nearest supplier of medically necessary services not available at the SNF where the beneficiary is a resident and not in a covered Part A stay, including the return trip;
 - Beneficiary's home;
 - Dialysis facility for ESRD patient who requires dialysis; or
- A physician's office is not a covered destination. However, under special circumstances an ambulance transport may temporarily stop at a physician's office without affecting the coverage status of the transport.

As a general rule, only local transportation by ambulance is covered, and therefore, only mileage to the nearest appropriate facility equipped to treat the patient is covered. However, if two or more facilities that meet the destination requirements can treat the patient appropriately and the locality (see §10.3.5 below) of each facility encompasses the place where the ambulance transportation of the patient began, then the full mileage to any one of the facilities to which the beneficiary is taken is covered. Because all duly licensed hospitals and SNFs are presumed to be appropriate sources of health care, only in exceptional situations where the ambulance transportation originates beyond the locality of the institution to which the beneficiary was transported, may full payment for mileage be considered. And then, only if the evidence clearly establishes that the destination institution was the nearest one with appropriate facilities under the particular circumstances. (See §10.3.6 below.) The institution to which a patient is transported need not be a participating institution but must meet at least the requirements of §1861(e)(1) or §1861(j)(1) of the Social Security Act (the Act.) (See Pub. 100-01 Medicare General Information, Eligibility, and Entitlement Manual, Chapter 5, "Definitions," for an explanation of these requirements.)

10.3.3 – Separately Payable Ambulance Transport Under Part B versus Patient Transportation that is Covered Under a Packaged Institutional Service

(Rev. 243; Issued: 4-13-18; Effective: 7-16-18; Implementation: 7-16-18)

Transportation of a beneficiary from his or her home, an accident scene, or any other point of origin is covered under Part B as an ambulance service only to the nearest hospital, critical access hospital (CAH), or skilled nursing facility (SNF) that is capable of furnishing the required level and type of care for the beneficiary's illness or injury and only if medical necessity and other program coverage criteria are met. An ambulance transport from a SNF to the nearest supplier of medically necessary services not available at the SNF where the beneficiary is a resident and not in a covered Part A stay, including the return trip, is covered under Part B provided that the ambulance transportation was medically reasonable and necessary and all other coverage requirements are met.

Medicare-covered ambulance services are paid either as separately billed services, in which case the entity furnishing the ambulance service bills Part B of the program, or as a packaged service, in which case the entity furnishing the ambulance service must seek payment from the provider who is responsible for the beneficiary's care. If either the origin or the destination of the ambulance transport is the beneficiary's home, then the ambulance transport is paid separately by Medicare Part B, and the entity that furnishes the ambulance transport may bill its A/B MAC (A) or (B) directly. If both the origin and destination of the ambulance transport are providers, e.g., a hospital, critical access hospital (CAH), skilled nursing facility (SNF), then responsibility for payment for the ambulance transport is determined in accordance with the following sequential criteria.

NOTE: These criteria must be applied in sequence as a flow chart and not independently of one another.

1. Provider Numbers:

If the Medicare-assigned provider numbers of the two providers are different, then the ambulance service is separately billable to the program. If the provider number of both providers is the same, then consider criterion 2, "campus".

2. Campus:

Following criterion 1, if the campuses of the two providers (sharing the same provider numbers) are the same, then the transport is not separately billable to the program. In this case the provider is responsible for payment. If the campuses of the two providers are different, then consider criterion 3, "patient status." "Campus" means the physical area immediately adjacent to the provider's main buildings, other areas and structures that are not strictly contiguous to the main buildings, but are located within 250 yards of the main buildings, and any of the other areas determined on an individual case basis by the CMS regional office to be part of the provider's campus.

3. Patient Status: Inpatient vs. Outpatient

Following criteria 1 and 2, if the patient is an inpatient at both providers (i.e., inpatient status both at the origin and at the destination, providers sharing the same provider number but located on different campuses), then the transport is not separately billable. In this case the provider is responsible for payment. All other combinations (i.e., outpatient-to-inpatient, inpatient-to-outpatient, outpatient-to-outpatient) are separately billable to the program. In the case where the point of origin is not a provider, Part A coverage is not available because, at the time the beneficiary is being transported, the beneficiary is not an inpatient of any

provider paid under Part A of the program and ambulance services are excluded from the 3-day preadmission payment window.

The transfer, i.e., the discharge of a beneficiary from one provider with a subsequent admission to another provider, is also payable as a Part B ambulance transport, provided all program coverage criteria are met, because, at the time that the beneficiary is in transit, the beneficiary is not a patient of either provider and not subject to either the inpatient preadmission payment window or outpatient payment packaging requirements. This includes an outpatient transfer from a remote, off-campus emergency department (ER) to becoming an inpatient or outpatient at the main campus hospital, even if the ER is owned and operated by the hospital.

Once a beneficiary is admitted to a hospital, CAH, or SNF, it may be necessary to transport the beneficiary to another hospital or other site temporarily for specialized care while the beneficiary maintains inpatient status with the original provider. This movement of the patient is considered “patient transportation” and is covered as an inpatient hospital or CAH service and as a SNF service when the SNF is furnishing it as a covered SNF service and payment is made under Part A for that service. (If the beneficiary is a resident of a SNF and must be transported by ambulance to receive dialysis or certain other high-end outpatient hospital services, the ambulance transport may be separately payable under Part B. Also, if the beneficiary is a SNF resident and not in a Part A covered stay and must be transported by ambulance to the nearest supplier of medically necessary services not available at the SNF, the ambulance transport, including the return trip, may be covered under Part B.) Because the service is covered and payable as a beneficiary transportation service under Part A, the service cannot be classified and paid for as an ambulance service under Part B. This includes intra-campus transfers between different departments of the same hospital, even where the departments are located in separate buildings. Such intra-campus transfers are not separately payable under the Part B ambulance benefit. Such costs are accounted for in the same manner as the costs of such a transfer within a single building.

10.3.5 – Locality (Rev. 236, Issued: 6-16-17, Effective: 9-18-17, Implementation: 9-18-17)

The term “locality” with respect to ambulance service means the service area surrounding the institution to which individuals normally travel or are expected to travel to receive hospital or skilled nursing services. The MACs have the discretion to define locality in their service areas.

EXAMPLE: Mr. A becomes ill at home and requires ambulance service to the hospital. The small community in which he lives has a 35-bed hospital. Two large metropolitan hospitals are located some distance from Mr. A’s community and both regularly provide hospital services to the community’s residents. The community is within the “locality” of both

metropolitan hospitals and direct ambulance service to either of these (as well as to the local community hospital) is covered.”

10.3.6 – Appropriate Facilities (Rev. 1, 10-01-03)

The term “appropriate facilities” means that the institution is generally equipped to provide the needed hospital or skilled nursing care for the illness or injury involved. In the case of a hospital, it also means that a physician or a physician specialist is available to provide the necessary care required to treat the patient’s condition. However, the fact that a particular physician does or does not have staff privileges in a hospital is not a consideration in determining whether the hospital has appropriate facilities. Thus, ambulance service to a more distant hospital solely to avail a patient of the service of a specific physician or physician specialist does not make the hospital in which the physician has staff privileges the nearest hospital with appropriate facilities.

The fact that a more distant institution is better equipped, either qualitatively or quantitatively, to care for the patient does not warrant a finding that a closer institution does not have “appropriate facilities.” Such a

finding is warranted, however, if the beneficiary’s condition requires a higher level of trauma care or other specialized service available only at the more distant hospital. In addition, a legal impediment barring a patient’s admission would permit a finding that the institution did not have “appropriate facilities.” For example, the nearest tuberculosis hospital may be in another State and that state’s law precludes admission of nonresidents.

An institution is also not considered an appropriate facility if there is no bed available.

The contractor, however, will presume that there are beds available at the local institutions unless the claimant furnished evidence that none of these institutions had a bed available at the time the ambulance service was provided.

EXAMPLE: Mr. A becomes ill at home and requires ambulance service to the hospital. The hospital servicing the community in which he lives are capable of providing general hospital care. However, Mr. A requires immediate kidney dialysis, and the needed equipment is not available in any of these hospitals. The service area of the nearest hospital having dialysis equipment does not encompass the patient’s home. Nevertheless, in this case, ambulance service beyond the locality to the hospital with equipment is covered since it is the nearest one with appropriate facilities.

10.3.8 – Ambulance Service to Physician’s Office (Rev. 1, 10-01-03)

These trips are covered only under the following circumstances:

- The ambulance transport is enroute to a Medicare covered destination as described in §10.3 ; and
- During the transport, the ambulance stops at a physician's office because of the patient's dire need for professional attention, and immediately thereafter, the ambulance continues to the covered destination.

In such cases, the patient will be deemed to have been transported directly to a covered destination and payment may be made for a single transport and the entire mileage of the transport, including any additional mileage traveled because of the stop at the physician's office.

10.3.10 – Multiple Patient Ambulance Transport – (Rev 103; Issued 02-20-09; Effective Date: 01-05-09; Implementation Date: 03-20-09)

Effective April 1, 2002, if two patients are transported to the same destination simultaneously, for each Medicare beneficiary, Medicare will allow 75 percent of the payment allowance for the base rate applicable to the level of care furnished to that beneficiary plus 50 percent of the total mileage payment allowance for the entire trip.

If three or more patients are transported to the same destination simultaneously, then the payment allowance for the Medicare beneficiary (or each of them) is equal to 60 percent of the base rate applicable to the level of care furnished to the beneficiary. However, a single payment allowance for mileage will be prorated by the number of patients onboard.

20 – Coverage Guidelines for Ambulance Claims (Rev 103; Issued 02-20-09; Effective Date: 01-05-09; Implementation Date: 03-20-09)

Conditions	Review Action
The patient was suffering from an illness or injury, which contraindicated transportation means. (<u>§10.2</u>)	(a) The A/B MAC (A) or (B) presumes the requirement was met if the submitted documentation indicates the patient: • Was transported in an emergency situation e.g., as a result of an accident, injury or acute illness, or • Needed to be restrained to prevent injury to the beneficiary or others; or • Was unconscious or in shock; or

	• Required oxygen or other emergency treatment during transport to the nearest appropriate facility; or • Exhibits signs and symptoms of acute respiratory distress or cardiac distress such as shortness of breath or chest pain; or • Exhibits signs and symptoms that indicate the possibility of acute stroke; or • Could be moved only by stretcher; or • Was bed-confined before and after the ambulance trip (b) In the absence of any of the conditions listed in (a) above additional documentation should be obtained to establish medical need where the evidence indicates the existence of the circumstances listed below: (i) Patient's condition would not ordinarily require movement by stretcher, or (ii) The individual was not admitted as a hospital inpatient (except in accident cases), or (iii) The ambulance was solely because other means of transportation were unavailable, or (iv) The individual merely needed assistance in getting from his room or home to a vehicle. (c) Where the information indicates a situation not listed in 2(a) or 2(b) above, refer the case to your supervisor.
--	--

20.1.2 – Beneficiary Signature Requirements – (Rev. 190, Issued: 7/11/14; Effective: 08-12-14, Implementation 08-12-14)

Medicare requires the signature of the beneficiary, or that of his or her representative, for both the purpose of accepting assignment and submitting a claim to Medicare. If the beneficiary is unable to sign because of a mental or physical condition, the following individuals may sign the claim form on behalf of the beneficiary: (1) The beneficiary's legal guardian. (2) A relative or other person who receives social security or other governmental benefits on behalf of the beneficiary. (3) a relative or other person who arranges for the beneficiary's treatment or exercises other responsibility for his or her affairs. (4) A representative of an

agency or institution that did not furnish the services for which payment is claimed, but furnished other care, services, or assistance to the beneficiary. (5) A representative of the provider or of the nonparticipating hospital claiming payment for services it has furnished, if the provider or nonparticipating hospital is unable to have the claim signed in accordance with 42 CFR 424.36(b) (1-4). (6) A representative of the ambulance provider or supplier who is present during an emergency and/or nonemergency transport, provided that the ambulance provider or supplier maintains certain documentation in its records for at least 4 years from the date of service. A provider/supplier (or his/her employee) cannot request payment for services furnished except under circumstances fully documented to show that the beneficiary is unable to sign and that there is no other person who could sign.

Medicare does not require that the signature to authorize claim submission be obtained at the time of transport for the purpose of accepting assignment of Medicare payment for ambulance benefits. When a provider/supplier is unable to obtain the signature of the beneficiary, or that of his or her representative, at the time of transport, it may obtain this signature any time prior to submitting the claim to Medicare for payment. (**Note:** there is a 12 month period for filing a Medicare claim, depending upon the date of service.)

If the beneficiary/representative refuses to authorize the submission of a claim, including a refusal to furnish an authorizing signature, then the ambulance provider/supplier may not bill Medicare, but may bill the beneficiary (or his or her estate) for the full charge of the ambulance items and services furnished. If, after seeing this bill, the beneficiary/representative decides to have Medicare pay for these items and services, then a beneficiary/representative signature is required and the ambulance provider/supplier must afford the beneficiary/representative this option within the claims filing period.

30.1.1 - Ground Ambulance Services

(Rev. 236, Issued: 06-16-2017, Effective: 09-18-17, Implementation: 9-18-17)

Advanced Life Support Assessment

Definition: An ALS assessment is an assessment performed by an ALS crew as part of an emergency response (as defined below) that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service. In the case of an appropriately dispatched ALS Emergency service, as defined below, if the ALS crew completes an ALS Assessment, the services provided by the ambulance transportation service provider or supplier *shall* be covered at the ALS emergency level, regardless of whether the patient required ALS intervention services during the transport, provided

that ambulance transportation itself was medically reasonable and necessary, as defined in section 10.2, above *and all other coverage requirements are met.*

Advanced Life Support, Level 1 (ALS1) / Basic Life Support (BLS) – Emergency

Application: *The determination to respond emergently with an ALS or BLS ambulance must be in accord with the local 911 or equivalent service dispatch protocol. If the call came in directly to the ambulance provider/supplier, then the provider's/supplier's dispatch protocol must meet, at a minimum, the standards of the dispatch protocol of the local 911 or equivalent service. In areas that do not have a local 911 or equivalent service, then the protocol must meet, at a minimum, the standards of a dispatch protocol in another similar jurisdiction with the state or, if there is no similar jurisdiction within the state, then the standards of any other dispatch protocol within the state. Where the dispatch was inconsistent with this standard of protocol, including where no protocol was used, the beneficiary's condition (for example, symptoms) at the scene determines the appropriate level of payment.*

Advanced Life Support, Level 2 (ALS2)

Application: *Crystalloid fluids include fluids such as 5 percent Dextrose in water, Saline and Lactated Ringer's. Medications that are administered by other means, for example: intramuscular/subcutaneous injection, oral, sublingually or nebulized, do not qualify to determine whether ALS2 level rate is payable. However, this is not an all-inclusive list. Likewise, a single dose of medication administered fractionally (i.e., one-third of a single dose quantity) on three separate occasions does not qualify for the ALS2 payment rate. The criterion of multiple administrations of the same drug requires a suitable quantity and amount of time between administrations that is in accordance with standard medical practice guidelines. The fractional administration of a single dose (for this purpose meaning a standard or protocol dose) on three separate occasions does not qualify for ALS2 payment.*

In other words, the administration of 1/3 of a qualifying dose 3 times does not equate to three qualifying doses for purposes of indicating ALS2 care. One-third of X given 3 times might = X (where X is a standard/protocol drug amount), but the same sequence does not equal 3 times X. Thus, if 3 administrations of the same drug are required to show that ALS2 care was given, each of those administrations must be in accord with local protocols. The run will not qualify on the basis of drug administration if that administration was not according to protocol.

An example of a single dose of medication administered fractionally on three separate occasions that would not qualify for the ALS2 payment rate would be the use of

Intravenous (IV) Epinephrine in the treatment of pulseless Ventricular Tachycardia/Ventricular Fibrillation (VF/VT) in the adult patient. Administering this medication in increments of 0.25 mg. 0.25 mg. and 0.50 mg would not qualify for the ALS2 level of payment. This medication, according to the American Heart Association (AHA), Advanced Cardiac Life support (ACLS) protocol, calls for Epinephrine to be administered in 1 mg increments every 3 to 5 minutes. Therefore, in order to receive payment for an ALS2 level of service, based in part on the administration of Epinephrine, three separate administrations of Epinephrine in 1 mg increments must be administered for the treatment of pulseless VF/VT.

A second example that would not qualify for the ALS2 payment level is the use of Adenosine in increments of 2mg. 2 mg. and 2 mg for a total 6 mg in the treatment of an adult patient with Paroxysmal Supraventricular Tachycardia (PSVT). According to ACLS guidelines, 6 mg of Adenosine should be given by rapid intravenous push (IVP) over 1 to 2 seconds. If the first dose does not result in the elimination of the supraventricular tachycardia within 1 to 2 minutes, 12 mg of Adenosine should be administered IVP. If the supraventricular tachycardia persists, a second 12 mg dose of the Adenosine can be administered for a total of 30 mg of Adenosine. Three separate administrations of the drug Adenosine in the dosage amounts outlined in the later case would qualify for ALS2 payment.

Endotracheal intubation is one of the services that qualifies for the ALS level of payment; therefore, it is not necessary to consider medications administered by endotracheal intubation for the purpose of determining whether the ALS2 rate is payable. The monitoring and maintenance of an endotracheal tube that was previously inserted prior to transport also qualifies as an ALS2 procedure.

Specialty Care Transport (SCT)

Application: *SCT is necessary when a beneficiary's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area. The EMT-Paramedic level of care is set by each state. Medically necessary care that is furnished at a level above the EMT-Paramedic level of care may qualify as SCT. To be clear, if EMT-Paramedics - without specialty care certification or qualification - are permitted to furnish a given service in a state, then that service does not qualify for SCT. The phrase "EMT-Paramedic with additional training" recognizes that a state may permit a person who is not only certified as an EMT-Paramedic, but who also has successfully completed*

additional education as determined by the state in furnishing higher level medical services required by critically ill or injured patients, to furnish a level of service that otherwise would require a health professional in an appropriate specialty care area (for example, a nurse) to provide. "Additional training" means the specific additional training that a state requires a paramedic to complete in order to qualify to furnish specialty care to a critically ill or injured patient during an SCT.

Emergency Response

Definition: Emergency response is a BLS or ALS1 level of service that has been provided in immediate response to a 911 call or the equivalent. An immediate response is one in which the ambulance provider/supplier begins as quickly as possible to take the steps necessary to respond to the call.

The nature of an ambulance's response (whether emergency or not) does not independently establish or support medical necessity for an ambulance transport. Rather, Medicare coverage always depends on, among other things, whether the service(s) furnished is actually medically reasonable and necessary based on the patient's condition at the time of transport.

Application: The phrase "911 call or *the* equivalent" is intended to establish the standard that the nature of the call at the time of dispatch is the determining factor. Regardless of the medium by which the call is made (e.g., a radio call could be appropriate) the call is of an emergent nature when, based on the information available to the dispatcher at the time of the call, it is reasonable for the dispatcher to issue an emergency dispatch in light of accepted, standard dispatch protocol. An emergency call need not come through 911 even in areas where a 911 call system exists. However, the determination to respond emergently *with a BLS or ALS ambulance* must be in accord with the local 911 or equivalent service dispatch protocol. If the call came in directly to the ambulance provider/supplier, then the provider's/supplier's dispatch protocol and the dispatcher's actions must meet, at a minimum, the standards of the dispatch protocol of the local 911 or equivalent service. In areas that do not have a local 911 or equivalent service, the protocol and the dispatcher's actions must meet, at a minimum, the standards of the dispatch protocol in another similar jurisdiction within the state, or if there is no similar jurisdiction, then the standards of any other dispatch protocol within the state. Where the dispatch was inconsistent with this standard of protocol, including where no protocol was used, the beneficiary's condition (for example, symptoms) at the scene determines the appropriate level of payment.

The following are definitions as it relates to the Data Collection Software used by the Ambulance Service:

Type of Dispatch – The Type of Dispatch dictates the billing policy regarding emergency or non-emergency.

Response Type – The Response Type dictates the billing policy “CLAIM”. To facilitate accurate ambulance claim generation, the response types have been divided into two categories: TRADITIONAL RESPONSE which is generally governed by regulations outside the ambulance service and SPECIAL RESPONSE which is governed by the ambulance service’s internal policies.

One example of the SPECIAL RESPONSE TYPE would be STANDBY which is an optional ambulance service and may have many varied billing rules. Other examples would be prisoner transportation, Coroner transport, contractual transports for hospitals and other specific institutions in the service area, etc.

Procedures:

- 1) Billing Company has adopted this billing policy in order to ensure compliance with any and all applicable State and Federal Laws and regulations.
- 2) The Billing Company will not accept any orders or demands from their clients that could be in violation of State/Federal laws/Regulations. Said orders or demands could be grounds for immediate termination of the working contract between the client and the Billing Company. Any attempts by the client to order the Billing Company or any of its employees to violate any State/Federal laws/Regulations may have to be reported to the appropriate regulatory organization or agency.

EXHIBIT G



CMS Signature Requirements

For medical review purposes, Medicare requires that services provided/ordered be authenticated by the author. The method used shall be a hand written or an electronic signature. Stamp signatures are not acceptable.

HANDWRITTEN SIGNATURE

A handwritten signature is a mark or sign by an individual on a document to signify knowledge, approval, acceptance or obligation.

- If the signature is **illegible**, ACs, MACs, PSCs, ZPICs and CERT shall consider evidence in a signature log or attestation statement to determine the identity of the author of a medical record entry.
- If the signature is **missing from an order**, ACs, MACs, PSCs, ZPICs and CERT **shall disregard the order** during the review of the claim.
- If the signature is **missing from any other medical documentation**, ACs, MACs, PSCs, ZPICs and CERT shall accept a signature attestation from the author of the medical record entry.

SIGNATURE LOG

A signature log lists the typed or printed name of the author associated with initials or an illegible signature. The signature log might be included on the actual page where the initials or illegible signature are used or might be a separate document. The provider should also list his/her credentials in the log.

SIGNATURE ATTESTATION STATEMENT

An attestation statement may be submitted to authenticate an illegible or missing signature on medical documentation. In order to be considered valid for Medicare medical review purposes, an attestation statement must be signed and dated by the author of the medical record entry and must contain sufficient information to identify the beneficiary.

Reviewers will consider all attestations that meet CMS requirements regardless of the date the attestation was created, except in those cases where the regulations or policy indicate that a signature must be in place prior to a given event or a given date.

The following page contains an acceptable form that suppliers may use as an attestation statement. However, CMS and CGS are neither requiring nor instructing suppliers to use this form or format.

ELECTRONIC SIGNATURES

Due to the potential for misuse or abuse with alternate signature methods, providers should use a system and software products which are protected against modification, etc., and should apply administrative procedures which are adequate and correspond to recognized standards and laws. The individual whose name is on the alternate signature method and the provider bears the responsibility for the authenticity of the information being attested to.

Please refer to the CMS Pub. 100-08, *Medicare Program Integrity Manual*, Chapter Three – Section 3.3.2.4 for additional information concerning signature requirements.



Revised August 8, 2013.
© 2013 Copyright, CGS Administrators, LLC.



PUBLIC SAFETY

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services.

Motion to Authorize the Township Administrator to Execute a Contract with Sansio for HealthEMS Software
Recommend ADOPTION of the Motion.

Rationale:

This contract covers a subscription agreement between Sansio, provider of HealthEMS software, and Colerain Township. HealthEMS is the title of the software used for emergency medical services (EMS) reporting, data collection and extraction, and Community Health Coordinator referrals. The software program is crucial to the Department's Emergency Medical Services Operations as it serves as the hub for EMS data and billing.

This contract represents a five-year renewal contract that was first initiated in 2017. The contract billing period was structured on several factors. Under Volaris ownership, the Sansio product roadmap has been modified to include key features in upcoming releases. Part of the price model adjustment is an effort to support those changes to build out a better solution for us, as the end users. End-user design features are more flexible and personalized.

The new contract billing adjustment also considers our increase in run volume over the last five years, which represents a near 15% increase. The contract is now based off a fee of \$1.89 per EMS call/report. However, Sansio has discounted our subscription 20%, which reduces the overall increase to near 15% from the original contract nearly five years ago.

Additional software agencies have been evaluated. The number of options continues to decline as smaller software companies cease to exist due to lack of revenue generation or by being purchased by larger companies. To date, HealthEMS remains our number one choice in software use due to its end-user friendliness, its ability to create the data necessary to evaluate and sustain operations and has the administrative features that allow us to continue to enhance billing and Community Health Coordinator activities.



Renewal Schedule A

Prepared For: Colerain Township Dept of Fire & EMS

Pricing Valid Through: 04/15/22

Term: 60 Months

Annual Incidents: 9,771

HealthEMS Subscription Fees - ePCR ONLY

HealthEMS Components	Total
ePCR	\$ 1,767
Fire	\$ -
RevNet	\$ -
Total Subscribed Monthly Fees	\$ 1,767
Net Monthly Subscription	\$ 1,767

Period	Est Run Vol	Monthly	Annual Cost
Year 1	9,771	\$ 1,767	\$ 21,204
Year 2	10,162	\$ 1,901	\$ 22,808
Year 3	10,568	\$ 2,068	\$ 24,817
Year 4	10,991	\$ 2,247	\$ 26,963
Year 5	11,430	\$ 2,438	\$ 29,251
Total Subscription Fees			\$ 125,043
Total Subscription Discount 30%			\$ (37,513)
Total Net Subscription Fees			\$ 87,530

Estimated cost/run \$ 1.65

Optional Extension Transaction Fees

Description	UM	Price
HealthEMS SanFax Transaction Fees	Page	\$0.10

One-Time Activation Fee - ePCR ONLY

Includes System setup and configuration	\$ -
	Fees Waived

The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement (<https://sansio.com/terms>). The terms and conditions of the Subscription Agreement in effect are incorporated into this Order Form, the parties agree to be bound by those terms and conditions. Professional Services for Training & Implementation will be provided under separate proposal.

Please provide a company issued Purchase Order that includes the Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing address:

Account name

Address

City

State

Zip code

Accounts payable contact information

Name

Email

Authorized customer signature

Name

Title

Shipping address:

☐ Same as billing

Account name

Address

City

State

Zip code

Contact phone number

Customer is tax exempt:

☐ Yes

☐ No

Signature

Date

Sansio Authorized Signature

Name

Title

Signature

Start Date of Plan



Professional Services Engagement

Colerain Township Dept of Fire & EMS

Proposal Expires: 04/15/22

Training Package - Standard ePCR

Training packages not included in renewals. Additional packages for training or professional services hours are available upon request.

Professional Services Fee Schedule ¹⁾

Description	UP	UM	Qty	Extended
Professional Services: Web-Based	\$ 260	Hour	0	\$ -
Professional Services: OnSite (Customer Location)	\$ 2,495	Day	0	\$ -
OnSite Travel Expenses - Air <i>2 Days of Consulting, 1 Staff Member</i>	\$ 2,560	Trip	0	\$ -
Total Consulting Fees (estimated)				\$ -

¹⁾ Fees are estimated; actual charges will be billed based upon hours consumed during engagement. Sansio will notify and obtain approval from customer for any costs in excess of 10% of proposed amounts.

Please refer to Subscription Agreement for payment terms and conditions; sign below to indicate acceptance of engagement.

Customer

Authorized Customer Signature / Date

Printed Name / Title

Sansio

Authorized Signature

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie

Strategic Plan Goal: Strategic Goal #2: Engage the New Economy with Green Initiatives

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

8078 Colerain	510-0071-0223-00
2631 Galbraith	510-0270-0086-00
9630 Gibraltar	510-0052-0093-00
11941 Hamilton	510-0011-0008-00
2378 Lincoln	510-0031-0515-00
9936 Loralinda	510-0112-0206-00
8210 Pippin	510-0063-0385-00
12096 Spalding	510-0011-0169-00
3671 Vernier	510-0101-0268-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 12th day of April 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Matthew Wahlert, Cathy Ulrich, Dan Unger

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

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

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

<u>Address</u>	<u>Book-Page-Parcel No.</u>
8078 Colerain	510-0071-0223-00
2631 Galbraith	510-0270-0086-00
9630 Gibraltar	510-0052-0093-00
11941 Hamilton	510-0011-0008-00
2378 Lincoln	510-0031-0515-00
9936 Loralinda	510-0112-0206-00
8210 Pippin	510-0063-0385-00
12096 Spalding	510-0011-0169-00
3671 Vernier	510-0101-0268-00

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of

record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Wahlert _____, Mrs. Ulrich _____, Mr. Unger _____

ADOPTED this 12th day of April 2022.

BOARD OF TRUSTEES:

Matthew Wahlert, Trustee

Cathy Ulrich, Trustee

Dan Unger, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 12th day of April 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Declaring a Junk Motor Vehicle
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

2378 Lincoln Ave. Cincinnati, OH 45231

2005 Tan Honda Odyssey, no plates

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of _____, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-22

**RESOLUTION DECLARING VEHICLE LOCATED AT 2378 Lincoln Ave. Cincinnati,
OH 45231 – Parcel ID 510-0031-0515-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21**

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **2378 Lincoln Ave. Cincinnati, OH 45231 – Parcel ID 510-0031-0515-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at 2378 Lincoln Ave. Cincinnati, OH 45231 – Parcel ID 510-0031-0515-00 to be inoperable, extensively damages, and at least three model years old:

A. Tan, Honda, Odyssey, 2005, Plates N/A

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;

- b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
- 4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 - 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 - 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 - 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 - 8. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Declaring a Junk Motor Vehicle
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

3475 Rocker Dr. Cincinnati, OH 45239

2001 Silver Honda Accord (OH) FEH-5480

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of _____, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-22

**RESOLUTION DECLARING VEHICLE LOCATED AT 3475 Rocker Dr. Cincinnati, OH
45239 – Parcel ID 510-0082-0173-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21**

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **3475 Rocker Dr. Cincinnati, OH 45239 – Parcel ID 510-0082-0173-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at 3475 Rocker Dr. Cincinnati, OH 45239 – Parcel ID 510-0082-0173-00 to be inoperable, extensively damages, and at least three model years old:

A. 2001, Silver, Honda, Accord, OH FEH-5480

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;

- b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
- 4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 - 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 - 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 - 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 - 8. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Declaring a Junk Motor Vehicle
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

4151 Poole Rd. Cincinnati, OH 45251

Unknown year Blue Honda Civic (OH) GSP-4499

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of _____, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-22

**RESOLUTION DECLARING VEHICLE LOCATED AT 4151 Poole Rd. Cincinnati, OH
45251 – Parcel ID 510-0202-0061-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21**

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **4151 Poole Rd. Cincinnati, OH 45251 – Parcel ID 510-0202-0061-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at 4151 Poole Rd. Cincinnati, OH 45251 – Parcel ID 510-0202-0061-00 to be inoperable, extensively damages, and at least three model years old:

A. Blue, Honda, Civic, OH GSP-4499

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;

- b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
- 4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 - 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 - 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 - 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 - 8. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Declaring a Junk Motor Vehicle
Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

10865 Penarth Dr. Cincinnati, OH 45251

2005 Gray Honda Pilot (OH) GZE-1071

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of _____, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-22

**RESOLUTION DECLARING VEHICLE LOCATED AT 10865 Penarth Dr. Cincinnati,
OH 45251 – Parcel ID 510-0034-0173-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21**

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **10865 Penarth Dr. Cincinnati, OH 45251 – Parcel ID 510-0034-0173-00**
NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at 10865 Penarth Dr. Cincinnati, OH 45251 – Parcel ID 510-0034-0173-00 to be inoperable, extensively damages, and at least three model years old:

A. Gray, Honda, Pilot, 2005, GZE-1071 OH

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;

- b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 8. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution to Dispose of Township Vehicles and Equipment Valued at Greater than \$2,500

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township Police Will Periodically Evaluate the Existing Fleet for Vehicles that are No Longer of Value to Police Department Operations. Following our Existing Vehicle Replacement Plan, a Proposal is Made to Trade the Following Items:

1. 2016 Ford Interceptor Sedan
2. 2016 Ford Interceptor Sedan
3. 2016 Ford Interceptor Sedan
4. 2016 Ford Interceptor Sedan
5. 2016 Nissan Altima
6. 2013 GMC Terrain

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 12th day of April 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION FOR DISPOSAL BY PUBLIC SALE OF VEHICLES (VALUE GREATER THAN \$2,500) WHICH ARE OBSOLETE, UNFIT, OR UNNEEDED FOR PUBLIC USE (O.R.C. Sec 505.10)

WHEREAS, Ohio Revised Code Sec. 505.10 authorizes the Board of Trustees to dispose of personal property, including motor vehicles, road machinery, equipment, and tools, which the Board finds by resolution are not needed for public use, or are obsolete, or are unfit; and

WHEREAS, Ohio Revised Code Sec. 505.10 (A)(3) authorizes the Board of Trustees to sell the motor vehicles, and have the selling price credited to the firm against the purchase price of other motor vehicles, if the value of the property to be sold is, in the opinion of the Board, more than \$2,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

A. The Board of Trustees finds that, in the opinion of the Board, the following vehicles are not needed for public use, or are obsolete, or are unfit, and that, in the opinion of the Board, each vehicle has a fair market value of more than \$2,500.00:

- | | |
|--------------------------------|------------------------|
| 1. 2016 Ford Interceptor Sedan | VIN# 1FAHP2MK6GG111777 |
| 2. 2016 Ford Interceptor Sedan | VIN# 1FAHP2MK8GG111778 |
| 3. 2016 Ford Interceptor Sedan | VIN# 1FAHP2MKXGG111779 |
| 4. 2016 Ford Interceptor Sedan | VIN# 1FAHP2MK4GG111776 |
| 5. 2016 Nissan Altima | VIN# 1N4AL3AP1GC244702 |
| 6. 2013 GMC Terrain | VIN# 2GKFLTE34D6405303 |

B. Pursuant to O.R.C. Sec. 505.10 (A)(3), the Board directs that the sale of the above listed motor vehicles be credited to the firm against the purchase price of other motor vehicles and, accordingly, that said vehicles be delivered to that company in accordance with O.R.C. Sec. 505.10 (A)(3).

C. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

D. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

E. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Wahlert _____, Mrs. Ulrich _____, Mr. Unger _____

ADOPTED this 12th day of April 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 12th day of April 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Motion to Permit Township Administrator to Sign an Agreement with Rotation Wrecker Companies

Recommend ADOPTION of the Motion.

Rationale:

Adjustment of impound lot rates to meet PUCO requirements and increase rates of police tows for criminal offenses.

Agreement Addendum

The following provisions are agreed upon for the term commencing April 13, 2022 through April 1, 2023

*The established rates for towing are:

Tow: \$190.00
Recovery: \$160.00 per hour/\$40.00 per 15 minute interval
Debris Removal: \$80.00 per hour/\$20.00 per 15 minute interval
Dollies: \$75.00
Mileage: \$4.00 per mile (outside normal operating area)
Outside Storage: \$25.00
Inside Storage: \$40.00
Extended Stay (after 5 days): \$75.00
Environmental Fee: \$10.00
Weather Protection: \$5.00

Colerain Police Administrative Fee: \$40.00
Colerain Police Credit Card Fee: 3%

For vehicles impounded off private property the following fee schedule will be used:

Motor Vehicle with a manufacturer's gross vehicle weight rating less than ten thousand one pounds (10,001 lbs)

Tow: \$129.00
Recovery: \$160.00 per hour/\$40.00 per 15 minute interval
Debris Removal: \$80.00 per hour/\$20.00 per 15 minute interval
Dollies: \$75.00
Outside/Inside Storage: \$17.00

Colerain Police Administrative Fee: \$40.00
Colerain Police Credit Card Fee: 3%

Motor Vehicle with a manufacturer's gross vehicle weight rating greater than or equal to ten thousand one pounds (10,001 lbs)

Tow: \$216.00
Recovery: \$160.00 per hour/\$40.00 per 15 minute interval
Debris Removal: \$80.00 per hour/\$20.00 per 15 minute interval
Dollies: \$75.00
Outside/Inside Storage: \$29.00

Colerain Police Administrative Fee: \$40.00
Colerain Police Credit Card Fee: 3%

During the life of this agreement, Colerain Township agrees to not add any additional wrecker companies to the rotation. The Township reserves the right to select any replacement company should the number of tow companies on the list drop below the current number.

Any "standard release" vehicle involved in a collision will be towed to the tow company's lot. The tow company shall pay the

Township ½ of any storage costs incurred from that impound on claimed vehicles.

Claimed shall mean that the owner, or person authorized by the owner, removes the vehicle from the tow company lot. This would require all fees and charges being paid to the Township by the owner.

The tow company will also pay the Township ½ of any income generated from selling unclaimed standard release vehicles for scrap, after removing any tow and storage fees. This does not apply to vehicles involved in crashes that have no "holder" from the Colerain Police Department. On those vehicles, the tow companies will not pay any fees or costs to the Township.

A "holder" is defined as an impound slip prepared by a Colerain Police Officer as a result of a police related incident. There will be no holder prepared on crashes involving vehicles not subject to police action.

For purposes of this agreement, "standard release" means any vehicle legally subject to police impound (first offense OVI, non-FRA suspension, driver with a warrant.ect) where there is no immobilization or forfeiture associated. This does not include any vehicle being held for evidentiary purposes. These vehicles will have a police holder prepared prior to impound.

Collision shall mean any crash where the responding officer prepares an OH-1 Ohio Uniform Crash Report.

During the life of this agreement, the Township agrees that all "overflow" vehicles will be stored at the towing company's lot. **The tow company shall pay the Township ½ of all storage fees on claimed vehicles. The tow company will pay the Township ½ of any income generated from selling unclaimed overflow vehicles for scrap, after removing any tow and storage fees.**

For purposes of this agreement, "overflow" shall mean that there are no accessible spots in the Colerain Police Impound lot for vehicle storage, and there are no immobilization, seizure or evidentiary responsibilities attached to the vehicle.

Accessible shall mean that while there may be "available spots" in the Colerain Police Impound Lot, those spaces require a vehicle that is "movable". Towed vehicles that cannot occupy available spots due to damage or lack of keys shall be stored at the tow company lot. This applies to overflow vehicles only.

On any unclaimed vehicle, the tow company has the right to restore those vehicles. The tow company will be required to pay the Township ½ of the scrap value as determined by curb weight multiplied by the current cost price of "scrap".

The tow company agrees to tow/recover (inside Colerain Township) and transport any Colerain Police cruiser at no charge to the Township. Transportation shall be within the Township borders

only.

The tow company agrees to tow/recover, at no charge to the Township, no more than 5 junk vehicles per month as directed by the Police Department. Once all legal requirements are met, the tow company may restore, sell, or scrap the junk vehicle and keep all proceeds.

The Township shall be presented with an invoice each month from each tow company. **On any invoice meeting or exceeding \$750.00 for that month, the tow company will reduce the total due by 20%.**

As a participating member agency of the Colerain Police Department "Rotation" wrecker service, I agree to the above rules, regulations and terms. I understand that if I or my designee fails to adhere to the established rules, my company is subject to removal from the rotation service.

Geoff Milz, Township Administrator

Date_____

Tow Company Representative

Date_____

PUBLIC SERVICES

Department: Public Services

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution Authorizing Participation in the 2022 ODOT Salt Contract

Recommend ADOPTION of the Resolution.

Rationale:

Every year, the Township enters into a joint bid, conducted by the State of Ohio, to secure better pricing on the required purchase of salt for the following year. This resolution allows for our participation in the program.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of April 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____ - 22

**RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT
CONTRACTS AWARDED IN 2022**

WHEREAS, the Colerain Township Board of Trustees (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and
- The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 30 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held

responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

1. That this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
4. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of April, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of April, 2022.

Jeff Baker,
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Motion Appointing Matt Wahlert as Colerain Township Designated Representative to Hamilton County Stormwater District and Jeff Weckbach as Secondary Contact

Recommend ADOPTION of the Motion.

Rationale:

The Hamilton County Stormwater District has requested that we designate a Representative and a Secondary Contact for all communication and to appear on their official reports to the EPA.

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Motion Directing Township Administrator to Sign the 2023 Storm Water District Level of Service and Estimated Service Fee Form

Staff seeks guidance on whether or not to sign the 2023 Storm Water District Level of Service and Estimated Service Fee Form

Rationale:

Each year the Hamilton County Storm Water District provides the township with Minimum Control Measures to keep us in compliance with state and federal laws related to storm water. Each household in Colerain Township pays \$15.14 per year to the Hamilton County Storm Water District for this service. It is estimated that Township Residents as a whole will pay \$508,704 for these services in 2023. Townships are not permitted by law to establish their own Storm Water District as nearly every other city in the county has done. There is a sense that the minimum control measures could be provided at a lower cost to Township residents under a different model. There is also a concern that none of the dollars paid by Colerain Township residents result in projects that decrease the quantity of storm water runoff or increase the water quality of storm water. The Township has very real storm water needs and is spending half of a million dollars to be a part of a storm water district that may be able to provide more value for the money spent under a different model. While it does not appear to matter whether or not the Level of Service Form is signed, not signing it would raise awareness of the issues associated with the District and the need to reevaluate the services the District provides.



Hamilton County Storm Water District

Administered by the Hamilton County Engineer's Office – Eric Beck, County Engineer
in partnership with the Hamilton County Soil and Water Conservation District
the Hamilton County Department of Planning & Development,
and the Hamilton County Public Health Department

Website: <http://www.hcswd.org>

ACTION REQUIRED: Storm Water District Level of Service (LOS) and Estimated Service Fees for 2023 Response Required by Monday, April 11, 2022.

District Services: The Hamilton County Storm Water District (District) is offering the same levels of service in the 2023 program year as were offered to Co-Permittee Jurisdictions in 2022. The table below presents a summary of the federal and state required Minimum Control Measure (MCM) permit compliance services the District performs on behalf of your Township. These activities are reported to Ohio EPA.

Fees: Estimated service fees per SFU remain unchanged from the 2022 program year. The total annual service fee amount may change for your township from last year if there has been an increase/decrease in SFUs – typically associated with development or redevelopment activities.

ACTION REQUESTED: Signature and Form Submittal by April 11, 2022

Please acknowledge receipt of this notification and its contents by obtaining the signature of an authorized representative of your community.

Jurisdiction Name: Colerain Township Estimated SFU's: 33,600	Estimated Service Fee (\$/SFU)	Estimated Total Annual Service Fee (\$)
Hamilton County Storm Water District Permit Compliance Services		
District-wide Permit Activities - Public Education and Outreach (MCM 1) - Public Involvement and Participation (MCM 2) - Good Housekeeping and Pollution Prevention (MCM 6)	3.68	123,648
Local Illicit Discharge Detection and Elimination (IDDE) Services (MCM 3)	2.37	79,632
Local Development Plan Review, Approval, and Inspection Services - Construction Site Runoff Control (MCM 4) - Post-Construction Storm Water Management (MCM 5)	1.16	38,976
Local Input to Districtwide System GIS Map Development, Updates, and Maintenance Storm Sewer and Home Sewage Treatment System Mapping (MCM3)	0.92	30,912
Estimated Total for Storm Water Phase II Permit Services	8.13	273,168
Estimated Total for Existing Hamilton County Planning and Development Services	7.01	235,536
Estimated Total for 2023 Services	\$15.14	\$508,704

BILLING PREFERENCE: Service fees for this work will be collected through the property owner tax bills in your community *unless you direct otherwise*.

In light of the current modified working arrangements in response to the coronavirus, please sign, scan, and e-mail the completed form to the District's support staff at moranka@cdmsmith.com by Monday, April 11, 2022.

Print Name

Signature

Date

A District representative will contact you to verify receipt of this form and later to confirm 2023 elections.

If you have any questions or concerns while completing this form, please contact Todd Long, Program Director, by phone at (513) 946-4254 or email at Todd.Long@hamilton-co.org

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution Accepting a Portion of Prectel Road as a Township Road

Recommend ADOPTION of the Resolution.

Rationale:

The Hamilton County Engineer acts as the Township's engineer for initial roadway installation and acceptance. As per the Rules and Regulations of the Office of the County Engineer Governing the Surface Physical Improvements for Private Developments Within Unincorporated Areas of Hamilton County, once the Hamilton County Department of Planning and Development confirms the road has met the County's specifications and been requested to be turned over to the Township, the Township then accepts the roadway.

The Engineer has reviewed the specifications on this section of Prectel Road and requests that it be turned over to the Township. There is some remaining work left to be completed by Township staff and the County Engineer has agreed to compensate the Township for the repair work.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of April 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 22

**RESOLUTION ACCEPTING PORTION OF PRECHTEL ROAD AS A
COLERAIN TOWNSHIP ROAD**

WHEREAS, the Hamilton County Engineer has requested that a portion of Prechtel Road, located in the Pebble Creek Subdivision, Colerain Township, Hamilton County, Ohio be established as a Township road; and

WHEREAS, the Hamilton County Engineer's Office has received a Maintenance Surety (Bond) and Maintenance Contract for the roads from the developer, to the satisfaction of and in favor of, the Board of County Commissioners of Hamilton County, and;

WHEREAS, the Ohio Revised Codes Section 505.10 authorizes a Board of Township Trustees to accept, on behalf of a township, the donation of any real or personal property for township use, and;

WHEREAS, the Board has evaluated the utility of accepting this portion of Prechtel Road as a Township road and concluded that acceptance of the road would be in the best interest of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

1. The Colerain Township Board of Trustees authorizes the Township Administrator to execute any documents and agreements necessary in order to establish Prechtel Road as a Township road; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
4. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of April, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of April, 2022.

Jeff Baker,
Colerain Township Fiscal Officer

County of Hamilton

ERIC J. BECK P.E. - P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

PHONE (513)946-4250 FAX (513)946-4288

March 22, 2022

To: COLERAIN TOWNSHIP TRUSTEES

Re: PEBBLE CREEK C.U.P.

Honorable Board:

Please find the attached plat showing **PRECHTEL ROAD** in the above referenced subdivision. The developer has requested that said road be established as a Township road. The physical improvements as shown on the approved improvement plans are complete and were constructed under the inspection of this office. This plat was approved by the Hamilton County Regional Planning Commission.

The Hamilton County Engineer's Office has received a Maintenance Surety (Bond) and Maintenance Contract from the developer, to the satisfaction of and in favor of, the Board of County Commissioners of Hamilton County. The Maintenance Contract is for a one (1) year duration period. This duration period begins the same day the streets are actually accepted. Said Maintenance Surety will assure the correction of any defect or structural failure appearing in any public improvement, as shown on the approved subdivision improvement plans or constructed as part of this development.

We request that you inform this office in writing as to your assent to subject roads being accepted as Township roads. Upon receipt of your reply, this matter will be further expedited.

Pretchtel Road: 82.81 L.F.

Total Pavement Length: 82.81 L.F.

Very truly yours,

ERIC J. BECK, P.E.-P.S.
HAMILTON COUNTY ENGINEER



Debi S. Calhoun
Subdivision Department

EJB/DSC
Attachments
C: Subdivision File

PLATTED EASEMENT
FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED DO HEREBY PERMANENTLY GRANT UNTO CINCINNATI BELL TELEPHONE (PHONE) AND ADELPHI/CHELSEA CABLE (CATV), THEIR SUCCESSORS AND ASSIGNS FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "UTILITY EASEMENT" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE OR TELECOMMUNICATIONS, OR OTHER UTILITIES. SAID UTILITY COMPANIES SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE SAID EASEMENTS FOREVER. WE ACKNOWLEDGE HAVING FULL POWER TO CONVEY THIS EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

GRANTOR HEREBY TO PAY ALL DAMAGES TO FACILITIES OF GRANTEE(S) AND EXPENSES ATTRIBUTABLE TO SUCH DAMAGES CAUSED BY GRANTOR, ITS AGENTS OR CONTRACTORS CAUSED BY CONSTRUCTION WITHIN THE ABOVE DESCRIBED EASEMENTS.

DEDICATION
I, THE UNDERSIGNED, DO HEREBY ADOPT AND CONFIRM THIS PLAT OF SUBDIVISION AND GRANT UNTO THE COUNTY OF HAMILTON OHIO, ITS SUCCESSORS AND ASSIGNS, FOREVER, BOTH PERMANENT SANITARY SEWER EASEMENTS FOR SANITARY SEWERS AS CONSTRUCTED AND FOR FUTURE SANITARY SEWERS TO BE CONSTRUCTED AND TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENTS AS DESCRIBED HEREON. THESE EASEMENTS ARE SUBJECT TO THE RESTRICTIONS ON SEWER EASEMENTS AS DESCRIBED HEREON, FOR SEWERS AND/OR FUTURE SANITARY SEWERS IN AND UPON THE LANDS AS SHOWN ON THIS PLAT BOTH FOR THE INSTALLATION AND/OR FUTURE INSTALLATION, OPERATION, PERPETUAL MAINTENANCE, REPAIR RECONSTRUCTION, AND/OR REPLACEMENT OF SEWER LINES TO SERVICE THE AREA, EXCEPTING THAT SAID TEMPORARY CONSTRUCTION EASEMENTS WILL AUTOMATICALLY TERMINATE UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE FUTURE SANITARY SEWERS BY THE METROPOLITAN SEWER DISTRICT FOR THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO. SAID FUTURE SEWER TO BE CONSTRUCTED BY ANY ALTERNATE METHOD ACCEPTABLE TO THE LOT OWNERS AND THE BOARD OF COUNTY COMMISSIONERS. WE ALSO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS THAT ARE A LIEN ON SAID PROPERTY ON DATE OF ACCEPTANCE.

PUBLIC SANITARY SEWER EASEMENTS ARE ALSO FOR THE USE AND BENEFIT OF ADJACENT LOTS AND OR FUTURE DEVELOPMENTS FOR THE PURPOSE OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXTENSION OR REPLACEMENT OF SANITARY SEWER BUILDING CONNECTION AND OR SANITARY MAINLINE SEWERS APPROVED BY M.S.D.

ADDITIONALLY THE UNDERSIGNED DO HEREBY CREATE THE GOLF COURSE EASEMENT AND INGRESS/EGRESS, UTILITY, WATERLINE AND PRIVATE SANITARY SEWER EASEMENT AS SHOWN ON THIS PLAT FOR THE PURPOSES MORE FULLY SET FORTH IN THE HOMEOWNERS DECLARATION AS REFERRED TO ON THIS PLAT.

WITNESS: SIGNED: EAGLE GOLF, INC.
AN OHIO CORPORATION

AS TO ALL
TITLE

STATE OF OHIO
COUNTY OF Hamilton

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28 DAY OF July, 2001 BY Michael E. Make, Vice President OF EAGLE GOLF INC., IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES

R. THOMAS ABERCROMBIE
Notary Public, State of Ohio
My Commission Expires Dec. 17, 2001

STATE OF OHIO
COUNTY OF Hamilton

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28 DAY OF July, 2001 BY Michael E. Make, Vice President OF EAGLE GOLF INC., IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES

R. THOMAS ABERCROMBIE
Notary Public, State of Ohio
My Commission Expires Dec. 17, 2001

STATE OF OHIO
COUNTY OF Hamilton

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28 DAY OF July, 2001 BY Michael E. Make, Vice President OF EAGLE GOLF INC., IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES

R. THOMAS ABERCROMBIE
Notary Public, State of Ohio
My Commission Expires Dec. 17, 2001

STATE OF OHIO
COUNTY OF Hamilton

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28 DAY OF July, 2001 BY Michael E. Make, Vice President OF EAGLE GOLF INC., IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES

R. THOMAS ABERCROMBIE
Notary Public, State of Ohio
My Commission Expires Dec. 17, 2001

STATE OF OHIO
COUNTY OF Hamilton

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28 DAY OF July, 2001 BY Michael E. Make, Vice President OF EAGLE GOLF INC., IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES

PEBBLE CREEK C.U.P.

WE, THE UNDERSIGNED, AS MORTGAGEES OF PEBBLE CREEK C.U.P., DO HEREBY ADOPT AND CONFIRM THIS PLAT OF SUBDIVISION FOR THE PURPOSE OF GRANTING THE VARIOUS EASEMENTS AS SHOWN HEREON.

WITNESS: SIGNED: FIRST NATIONAL BANK OF SOUTHWESTERN OHIO
AS TO ALL
TITLE

STATE OF Ohio
COUNTY OF Cuyahoga

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27 DAY OF July, 2001 BY Dorothy Keith, Secretary OF FIRST NATIONAL BANK OF SOUTHWESTERN OHIO IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 9-10-01

PROPERTY ACQUIRED BY EAGLE GOLF, INC. BY DEED RECORDED IN OFFICIAL RECORD 8462, PAGE 1731 OF THE RECORDERS OFFICE OF HAMILTON COUNTY, OHIO AND REFERENCED IN AUD. BOOK 510, PAGE 184, PARCEL 181 OF THE HAMILTON COUNTY AUDITOR'S OFFICE.

TEMPORARY SANITARY CONSTRUCTION EASEMENTS AND PERMANENT SEWER EASEMENTS WITHIN THE SUBDIVISION LIMITS (FOR SEWER EASEMENT PURPOSES ONLY). AS SHOWN HEREON ACCEPTED THIS 31 DAY OF Aug. A.D., 2001, BY, FOR, ON BEHALF OF AND IN THE NAME OF THE COUNTY OF HAMILTON AND UNDER THE AUTHORITY OF ITS BOARD OF COUNTY COMMISSIONERS BY VIRTUE OF R.C. SECTION 305.30 AND THE RESOLUTION ADOPTED DECEMBER 26, 1991 AND ENTERED IN THE JOURNAL OF SAID BOARD.

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

PRIVATE SEWER EASEMENT:
THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO DOES NOT ACCEPT ANY PRIVATE SEWER EASEMENTS SHOWN ON THIS PLAT AND THE COUNTY OF HAMILTON, OHIO IS NOT OBLIGATED TO MAINTAIN, REPAIR, OR OPERATE ANY PRIVATE SEWER LINE IN THE SUBDIVISION. OPERATION AND MAINTENANCE OF ALL PRIVATE SEWER LINES WITHIN THE SUBDIVISION IS THE OBLIGATION OF THE OWNERS OF THE LOTS USING THE PRIVATE SEWER LINES.

THE OWNERS OF ALL PROPERTIES SHOWN ON THIS RECORD PLAT SHALL BE SUBJECT TO ALL APPLICABLE SEWER SERVICE CHARGES, ASSESSMENTS, TAP-IN CHARGES OR FEES WHICH HAVE BEEN OR MAY BE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS.

AREA OF SUBDIVISION = 18.3979 ACRES
THIS PLAT APPROVED BY THE REGIONAL PLANNING COMMISSION OF HAMILTON COUNTY, OHIO ON THIS 30 DAY OF Aug. A.D., 2001.

APPROVED: Gary Van Hart, DIRECTOR OF PUBLIC WORKS, GARY VAN HART
DATE: 8-20-01

APPROVED: Edward H. Kuchemann, SEWERS CHIEF ENGINEER, M.S.D.
DATE: 8/20/01

PRECHTEL ROAD ACCEPTED THIS DAY OF A.D., 2001, BY, FOR, ON BEHALF OF AND IN THE NAME OF THE COUNTY OF HAMILTON AND UNDER THE AUTHORITY OF ITS BOARD OF COUNTY COMMISSIONERS BY VIRTUE OF R.C. SECTION 305.30 AND THE RESOLUTION ADOPTED DECEMBER 26, 1991 AND ENTERED IN THE JOURNAL OF SAID BOARD.

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

DAVID J. DUNN, JR.
COUNTY ADMINISTRATOR

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

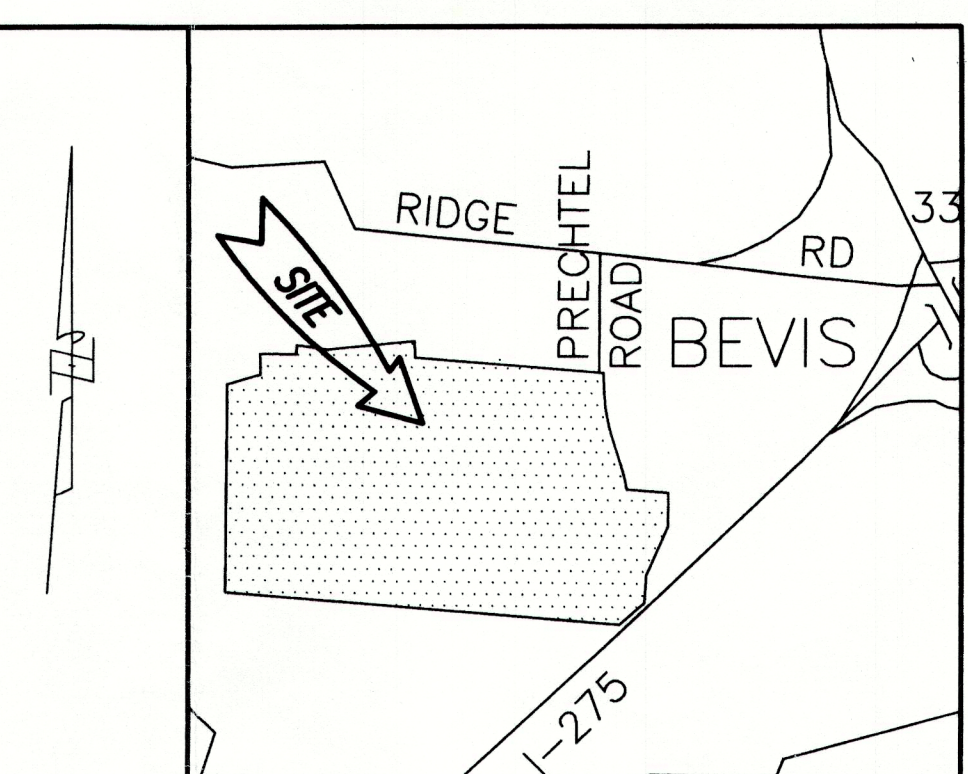
COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO NORTH BASED ON NAD-83/STATE PLANE COORDINATE SYSTEM - SOUTH ZONE/DAED ON RELATIVE C.P.S. OBSERVATIONS OF HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.



VICINITY MAP
AUD. BK.-510, PG.-184
PARCEL NO.-27
PRECHTEL, CARL

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-31
ALLEN, JOSEPH JR. & BOYLE, KARLENA A.

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

VICINITY MAP
AUD. BK.-510, PG.-183
PARCEL NO.-32
WEIL, PAUL R. & MARY LOU

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	138°39'12"	45.00'	108.90'	84.20'
C2	25°56'58"	435.00'	197.01'	195.33'
C3	27°00'00"	290.00'	136.66'	135.40'
C4	40°15'00"	192.00'	134.88'	132.12'
C5	98°00'00"	260.00'	444.71'	392.45'
C6	52°45'00"	350.00'	322.23'	310.97'
C7	6°30'00"	1258.00'	142.72'	142.64'
C8	6°30'00"	1410.00'	159.96'	159.87'
C9	14°29'53"	558.00'	141.19'	140.82'

LINE TABLE		
LINE	LENGTH	BEARING
L1	71.77'	S 56°13'04" W
L2	15.00'	S 85°01'14" E

RESTRICTIONS ON SEWER EASEMENTS
NO STRUCTURE OF ANY KIND WHICH CAN INTERFERE WITH THE CONSTRUCTION OR PERPETUAL ACCESS TO SAID PUBLIC SEWER AND/OR FUTURE PUBLIC SANITARY SEWER SHALL BE PLACED IN OR UPON A PERMANENT SEWER EASEMENT OR TEMPORARY CONSTRUCTION SANITARY SEWER EASEMENT, EXCEPTING ITEMS SUCH AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS, OR OTHER SURFACES USED FOR INGRESS AND EGRESS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS, BEING NATURAL OR ARTIFICIAL.

ANY OF THE AFORESAID SURFACES, PAVED AREAS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS WHICH MAY BE PLACED UPON SUCH SAID PERMANENT OR TEMPORARY CONSTRUCTION EASEMENT, SHALL BE SO PLACED AT THE SOLE EXPENSE OF THE PROPERTY OWNER, AND THE GRANTEE OR ASSIGNS OF ANY PERMANENT OR TEMPORARY CONSTRUCTION EASEMENT HENCEFORTH SHALL NOT BE RESPONSIBLE TO ANY PRESENT OWNERS OF THE PROPERTY, NOR TO THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, FOR THE CONDITION, DAMAGE TO, OR REPLACEMENT OF ANY SUCH AFORESAID ITEMS, OR OTHER ITEMS PLACED UPON THE EASEMENT, RESULTING FROM THE EXISTENCE OR USE OF THE SAID PERMANENT OR TEMPORARY CONSTRUCTION SEWER EASEMENT BY THE GRANTEE OR ASSIGNS, EXCEPTING THAT RESTRICTIONS ON THE TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE UPON COMPLETION AND ACCEPTANCE OF THE FUTURE SANITARY SEWER.

ANY STRUCTURE CONSTRUCTED ON SAID PROPERTY IN WHICH SAID SEWER EASEMENT EXISTS SHALL BE KEPT NOT LESS THAN THREE (3) FEET OUTSIDE THE PERMANENT SEWER EASEMENT LINE NEAREST THE SITE OF THE PROPOSED STRUCTURE AND/OR OUTSIDE THE LIMITS OF THE SAID TEMPORARY CONSTRUCTION EASEMENT.

ANY DEVIATION FROM THE AFORESAID RESTRICTIONS SHALL BE PETITIONED BY WRITTEN REQUEST TO THE GRANTEE(S) OR THEIR ASSIGNS. EACH SUCH REQUEST SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS WITH APPROVAL NOT BEING UNREASONABLY WITHHELD.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS HEREON AND VARIFIED ALL DIMENSIONS. I HAVE FOUND OR SET 21 MONUMENTS, AS SHOWN.

R. THOMAS ABERCROMBIE
OHIO REGISTERED SURVEYOR #6021

OWNER/DEVELOPER :
EAGLE GOLF, INC.
9799 PRECHTEL ROAD
CINCINNATI, OHIO 45252
(513) 385-4442

PEBBLE CREEK C.U.P.

RECORD PLAT

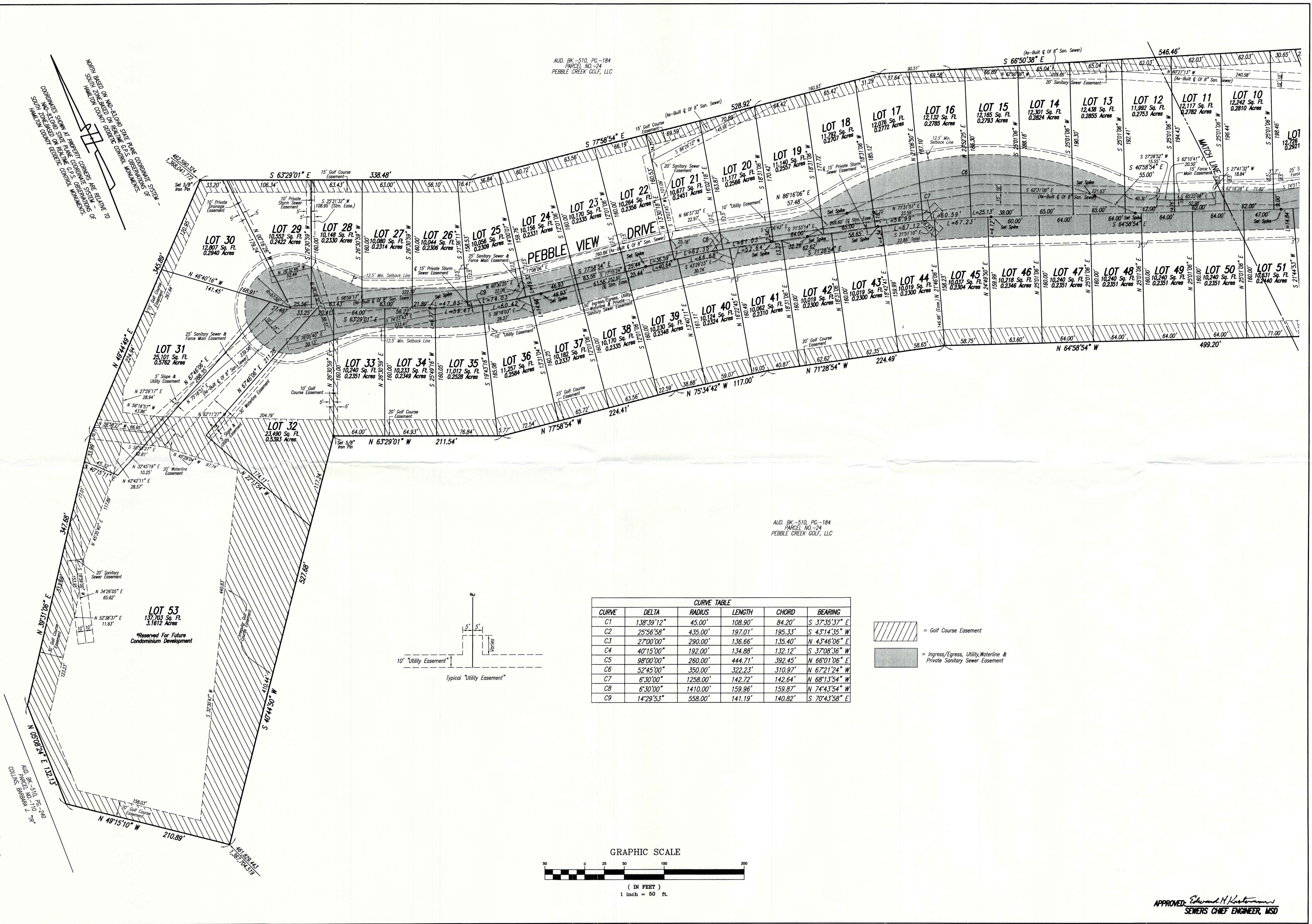
SECTION-15 & 16, TOWN-2, E-RANGE-1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

DATE: 7-18-01
DRAWN BY: G.R.
CHECKED BY: R.T.A.
SCALE: 1" = 50'

Job No. 97-0345

1

2

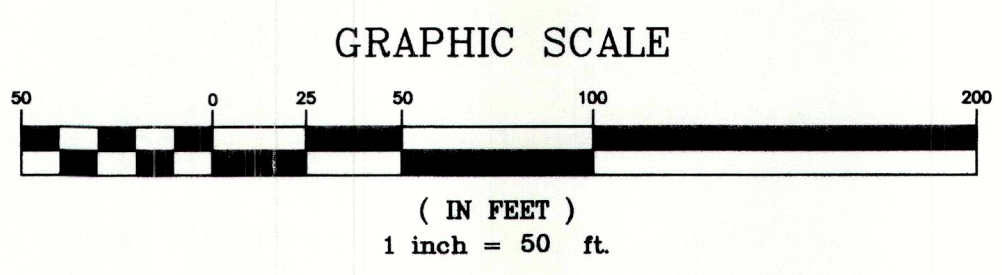


AUD. BK.-510, PG.-184
PARCEL NO.-24
PEBBLE CREEK GOLF, LLC

AUD. BK.-510, PG.-184
PARCEL NO.-24
PEBBLE CREEK GOLF, LLC

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	138°39'12"	45.00'	108.90'	84.20'	S 37°35'37" E
C2	25°56'58"	435.00'	197.01'	195.33'	S 43°14'35" W
C3	27°00'00"	290.00'	136.66'	135.40'	N 43°46'06" E
C4	40°15'00"	192.00'	134.88'	132.12'	S 37°08'36" W
C5	98°00'00"	260.00'	444.71'	392.45'	N 66°01'06" E
C6	52°45'00"	350.00'	322.23'	310.97'	N 67°21'24" W
C7	6°30'00"	1258.00'	142.72'	142.64'	N 68°13'54" W
C8	6°30'00"	1410.00'	159.96'	159.87'	N 74°43'54" W
C9	14°29'53"	558.00'	141.19'	140.82'	S 70°43'58" E

- = Golf Course Easement
- = Ingress/Egress, Utility, Waterline & Private Sanitary Sewer Easement



REVISIONS

7-18-01

G.R.

R.T.A.

1" = 50'

DATE

DRAWN BY

CHECKED BY

SCALE

DATE

DRAWN BY

CHECKED BY

SCALE

RECORD PLAT

PEBBLE CREEK C.U.P.

SECTION-15 & 16, TOWN-2, E.RANGE-1

COLERAIN TOWNSHIP

HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.

Civil Engineers/Surveyors

Colerain Professional Center - Suite 120

3377 Copley Road - Cincinnati, Ohio 45251-2907

513-385-5757

www.abercombie-associates.com

APPROVED: *Edward H. Kesterman*

SEWERS CHIEF ENGINEER, MSD

Job No.

97-0345

2

2

PEBBLE CREEK C.U.P.

REVISIONS	DATE	DRAWN BY	CHECKED BY	SCALE
	7-18-01	G.R.	R.T.A.	1" = 50'

RECORD PLAT
PEBBLE CREEK C.U.P.
SECTION-15 & 16, TOWN-2, E.RANGE-1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.

Civil Engineers/Surveyors

Colerain Professional Center - Suite 120

3377 Copley Road - Cincinnati, Ohio 45251-2907

513-385-5757

www.abercombie-associates.com

APPROVED: *Edward H. Kesterman*

SEWERS CHIEF ENGINEER, MSD

Job No.

97-0345

2

2

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity
Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #6: Continuously Improve the Operations of the Township

Motion Authorizing Food Truck Rentals at Clippard Park

Recommend ADOPTION of the Motion.

Rationale:

The Township is continuing to explore ways to activate public spaces throughout our community. As part of the strategic plan Public Private Partnerships (P3) in Parks initiative, Clippard Park was identified as an area that could support a P3 in the form of a food truck. There are 8-10 parking spaces in a row just south of the Dewhill entrance that are properly screened and appear to be conducive to hosting a mobile food vendor.

Based on the cost structures of other area municipalities, a charge of \$100 per day seems reasonable. Staff is limited in their capacity to operate a food truck program. Therefore, the recommendation is to have the Summer Events Committee, which currently programs the food truck vendors for the Fourth of July Fireworks, to manage the program. If the program is managed by the Summer Events Committee, it is also recommended that the proceeds or a portion of the proceeds be granted to the Summer Events Committee.

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #2: Engage the New Economy with Green Initiatives

Motion Authorizing Township Administrator to Accept Grant from Hamilton County Resource for Residential Composting and to Execute Related Documents

Recommend ADOPTION of the Motion.

Rationale:

The Township applied for an Infrastructure Grant through Hamilton County R3Source (formerly the Solid Waste District) to bring a composting hub to Colerain Township, per the attached grant application. After reviewing submissions from multiple agencies, R3Source has awarded the Township with a grant in the amount of \$18,911.

The objective of this project is to support Colerain Township's strategic goals to be Clean, Green, Prosperous, and Safe by offering our residents the opportunity to divert organic food waste away from the regional landfill, which is located in our community. Currently, no community drop-off options are available in Colerain Township. If residents wish to be good stewards of the environment by composting food waste, they must find a way to compost on their own.

The proposed composting hub we propose will include six (6) 64-gallon carts provided by and serviced weekly by GoZERO. A contract with GoZERO will be brought forward at a future agenda, after the grant agreement is signed by all parties. GoZERO is a Food Waste Compost Courier organized to address the logistical problem of collecting food waste separately from traditional waste. The other arm of their business sells the premium food waste compost directly to growers so that everyone can participate in better stewarding food waste. Colerain Township Public Services Department will monitor the carts between the weekly pick-ups and troubleshoot any issues that could arise, which, based off what we have heard from other communities, is minimal. Colerain Township Event Coordinator Tawanna Molter will serve as project manager and fulfill the reporting requirements of the grant as she has done with Hamilton County's Residential Recycling Incentive for the last several years.

This grant will cover the first two years of operation of the program. It is important to note, all composted materials will be transferred out of Colerain to a GoZERO facility.

**HAMILTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
SOLID WASTE MANAGEMENT DISTRICT
R3SSOURCE INFRASTRUCTURE GRANT PROGRAM AGREEMENT**

This AGREEMENT is entered into by and between the Board of County Commissioners of Hamilton County, Ohio, on behalf of the Hamilton County Department of Environmental Services, Solid Waste Management District (the "District"), and **Colerain Township** (the "GRANTEE"), located at 4200 Springdale Road, Cincinnati, Ohio 45251, sometimes collectively referred to in this AGREEMENT as "Parties."

WITNESSETH THAT:

WHEREAS, the District is authorized under Section 3734.57 (G)(2) of the Ohio Revised Code to expend District funds for the implementation of the approved solid waste management plan, including without limitation, the development and implementation of solid waste recycling or reduction programs; and,

WHEREAS, the District budgeted \$150,000 for the grants in 2022 and the District has allocated said amount in the 2022 budget; and,

WHEREAS, the District's Plan has been ratified by one-hundred percent (100%) of the represented population in the District and approved by the Ohio EPA Director On August 7, 2017; and,

WHEREAS, the Board of the District adopted the District's Plan which contains solid waste reduction programs; and

WHEREAS, the GRANTEE has duly completed and submitted the District's Grant Application for the implementation of a waste reduction program as described in their Grant Application (Exhibit A) which is hereby made part of this agreement; and,

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

1. That the District hereby awards to GRANTEE, a R3Source Infrastructure Grant in the amount of **\$18,911.00** for the purpose of implementing a District grant program as described in Exhibit A, GRANTEE Grant Application.
2. That grant funds provided to the GRANTEE shall be used for expenses identified in the *Project Budget* as specified in Exhibit A. Any other use of grant funds without prior written approval of the District shall be considered a non-allowable expenditure and may be subject to reimbursement of grant funds to the District upon a financial audit. Grant funds not expended two years from the AGREEMENT start date shall be returned to the District within sixty (60) days of completing the Second Year Report.
3. That the GRANTEE shall set aside and expend, at a minimum, the matching funds as identified in the *Project Budget* specified in Exhibit A.
4. That the GRANTEE shall complete three reports as further described in Exhibit B, hereby made a part of this AGREEMENT.
5. That the GRANTEE shall recognize the District with the words and/or logo "Hamilton County R3Source" in any publications, social media promotion, with signage on equipment, and incorporate on any give aways related to grant project.
6. That the District shall at any reasonable time have the right of access to and right to audit any and all books and records, financial and otherwise, pertinent to the administration and operation of this grant and that said books and records shall be kept in a common file to facilitate audits and inspections.
7. That the District reserves the right, at any time after execution of this AGREEMENT, to terminate the grant in whole or in part upon written notification to GRANTEE. Any unused funds shall be returned to the District within sixty (60) days of such termination.
8. That the GRANTEE may, at any time after execution of this AGREEMENT, terminate the grant, in whole or in part, upon written notification to the District. In the event of such termination, the GRANTEE shall not incur any new obligations, and shall be paid for any non-cancelable expenditures properly incurred prior to termination and

shall make a good-faith effort to cancel any outstanding obligations as possible. Any unused funds shall be returned to the District within sixty (60) days of such termination.

9. That the GRANTEE shall sign and return this agreement within thirty (30) days of receipt or forfeit the grant.
10. That the GRANTEE shall not discriminate against any employee or applicant for employment based on race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). GRANTEE will take affirmative action to ensure that applicants are employed, and that, during employment, employees are treated without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability (as defined in the ADA). Furthermore, GRANTEE agrees to comply with all pertinent provisions of ORC Section 125.11 and the Drug Free Workplace Act.
11. That the GRANTEE shall carry out the aforementioned program and administer this grant in accordance with all applicable state and local laws, and all terms of this AGREEMENT.

This AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.

This AGREEMENT (which includes Exhibits A and B) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this AGREEMENT.

This AGREEMENT shall terminate three years from the start date, unless extended by written agreement of both parties before the date or otherwise terminated as provided herein.

IN WITNESS WHEREOF, this AGREEMENT is effective upon execution provided that the Administrator of Hamilton County, Ohio on behalf of the Board of Commissioners and the GRANTEE sign below.

Colerain Township:

I have the authority to sign this AGREEMENT and do so in my respective capacity.

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

By: _____

Jeff Aluotto, County Administrator
Hamilton County, Ohio

Date Signed: _____

By: _____

Brad Johnson, Director
Hamilton County Department of Environmental Services
Hamilton County, Ohio

Date Signed: _____

Exhibit A

R3Source Infrastructure Grant Application

Exhibit B

R3Source Infrastructure Grant Reports



2/14/2022

Hamilton County R3Source
250 William Howard Taft Road, First Floor
Cincinnati, Ohio 45219
Attention: Cher Mohring

Dear Ms. Mohring,

Attached is a copy of Colerain Township's application for Hamilton County R3Source Infrastructure Grant to bring a food composting hub to Colerain Township residents. If you have any questions, please do not hesitate to contact me.

Sincerely,

Tawanna Molter
Event Coordinator

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251
gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Cathy Ulrich, Daniel Unger, Matt Wahlert
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

R3Source Infrastructure Grant Proposal – Colerain Township

Project Description

It is vital that Colerain Township strive to seek out and support new projects that will not only benefit the residents of our community today, but that will continue to provide a lasting benefit for our region for years to come. With this as our driving force, Colerain Township wishes to bring a composting hub to Colerain Township with assistance from the Hamilton County R3Source Infrastructure Grant. Grant funds will be used to prepare a site on Colerain Township's Administrative grounds, located at 4200 Springdale Road, Cincinnati, Ohio 45251, as well as pay for signage, advertising, 5-gallon home collection buckets for residents, and weekly collection service.

The objective of this project is to support Colerain Township's strategic goals to be Clean, Green, Prosperous, and Safe by offering our residents the opportunity to divert organic food waste away from the regional landfill, which is located in our community. Currently, no community drop-off options are available in Colerain Township. If residents wish to be good stewards of the environment by composting food waste, they must find a way to compost on their own. Colerain Township recognizes that not all residents are willing or able to take on this responsibility, even if they support the idea and principal that we need to divert as much waste as possible from the landfill. We also understand that others may hesitate because the task of maintaining their own compost bin can seem intimidating.

In 2015, Colerain Township had a diversion rate of only 4.45% of waste. In April 2016, Colerain Township entered into a contract with Rumpke to include recycling service and roll-off recycling carts to all residential properties with 1-4 units. Diversion rates for the Township skyrocketed to 14.52% in the first year because recycling was made easy and convenient for our residents. A survey conducted by [The National Waste and Recycling Association](#) found that 72% of Americans do not compost their food waste, but if it were easier and more convenient to do so in their communities, 67% of these non-composters said they would be willing to start. It is Colerain Township's belief that if we take this small step to making composting easy for residents, it will be less intimidating, and we will see our community embrace this new endeavor as they demonstrated when recycling was made easier.

The project will support the 15-year Hamilton County Solid Waste Management Plan by helping to reduce the amount of solid waste generated through increased diversion rates. Hamilton County R3Source has identified organics such as food waste as one of the priority waste streams because it represents a significant portion of material landfilled.

In 2018, approximately 35 million tons of wasted food went to municipal solid waste (MSW) landfills, accounting for about 24% of all waste. Landfilling food waste that decomposes anaerobically generates methane gas. MSW landfills are the third largest source of human-related methane emissions in the United States. – Source: <https://hamiltoncountyr3source.org>

The composting hub we propose will include six (6) 64-gallon carts provided by and serviced

weekly by GoZERO. GoZERO is a Food Waste Compost Courier organized to address the logistical problem of collecting food waste separately from traditional waste. The other arm of their business sells the premium food waste compost directly to growers so that everyone can participate in better stewarding food waste. Colerain Township Public Services Department will monitor the carts between the weekly pick-ups and troubleshoot any issues that could arise, which, based off what we have heard from other communities, is minimal. Colerain Township Event Coordinator Tawanna Molter will serve as project manager and fulfill the reporting requirements of the grant as she has done with Hamilton County's Residential Recycling Incentive for the last several years.

Project Schedule/Timeline

Tasks/Events	Estimated Date
Awarding of Grant	Summer 2022
Sign service contract with GoZERO	Summer 2022
Prepare ground surface for cart placement, install signage	Summer 2022
Initial announcement made to media outlets	Summer 2022
Cart Delivery	Late Summer/Early Fall 2022
Heavy promotion of the service, composting benefits, impact, and "how to" with Hamilton County R3Source recognized in all publications and promotions	Start Late Summer/Early Fall 2022 Continue throughout the program
Pass out home composting 5 gallon buckets to the first 400 residents interested	Late Summer/Early Fall 2022
Work with GoZERO, based off of initial usage, for additional promotion and to correct any non-compostables that have been mixed in to our carts	Initial weeks after the first service
Work with GoZERO to optimize our program to make it more robust	2 months from initial service
Report results to residents, with Hamilton County R3Source recognized in all released reports	3 months, 6 months and 1 year from initial service; annually after year one
Enjoy increased diversion rate when 2022 figures are reported on annual RRI	February 2023
Report to Hamilton County R3Source	1 year from contract signing, and again 2 years from contract signing
Colerain Township assumes hauling service fees	2 years from contract signing
Final report to Hamilton County R3Source	3 years from contract signing

Project Sustainability

Colerain Township is seeking financial assistance to get this new project up and running by covering the hauling fees for the first two years of the food waste collection. Starting in year three, Colerain Township will add the hauling fees into the permanent appropriations of the Public Services Department based off the use established in the initial years of the collection.

Project Budget

See attached proposed project budget worksheet.

Budget Narrative

Site Preparation:

- Colerain Township Public Services will use existing equipment to level out a 15'x15' area of the Administration Complex grounds to install a gravel pad for cart placement, compact dirt base, install 3" of ½" gravel limestone with dust, level gravel and compact.
 - 2 employees, average of \$25.61/hour (job description attached)
 - 16 hours x 2 = 32 project hours
 - **Personnel Cost: \$819.52**
- Gravel- ½" chips with dust, Alvis Materials
 - 3" deep, 225 square feet = 2.9 tons (2.07 cubic yards) needed
 - \$28.75/ton
 - **Equipment Cost: \$83.38**
- Location Sign – Colerain Township Public Services Sign Shop
 - 3'x2' sign made in-house, material cost: \$60
 - U-channel Sign post, steel, 7': 2@\$28.22 each, Total:\$56.44
 - Miscellaneous mounting materials <\$5
 - **Equipment Cost: \$120.00**

Advertising:

- 400 five (5) gallon buckets, with lids, and imprinted compost guidelines
 - \$12/ea from GoZERO
 - Grant funds for 250 buckets = \$3,000.00
 - Colerain Township funds for 150 buckets = \$1,800.00
 - **Materials & Supplies Total Cost: \$4,800**
- Staff time to create media content
 - Staff time @\$29.66/hour
 - 8 hours over the course of the first year
 - **Personnel Cost: \$237.28**
- In-house press-release, e-newsletter posts, Facebook, website promotion:
 - See attached Calculator from [AGM - Media Value Calculator \(allied.tools\)](#)
 - Average Facebook post value - \$59.60/post
 - 20 posts (introductory, collection bins, monthly and quarterly reporting, plus at least 2 additional to serve as additional “corrective” learning, or sharing of composting events/classes)

- Cost: \$1,192.00
- Average eNewsletter (Cerk1) value - \$177.15/post
 - 16 posts (monthly educational for first year, 4 results posts at 3 months, 6 months, 1 year and annually after year 1)
 - Cost: \$2,834.40
- Average YouTube post value - \$46.88/post
 - 1 post, introducing the program and providing basic education
 - Cost: \$46.88
- **Total media value/Advertising/Promotion of \$4,073.28**

Service:

- GoZERO, see attached quote
- Set-up fee:\$199.00
- Cart Delivery:\$112.00
- 6 Carts Serviced Weekly:\$7,800/year
- **2 Year Contractual Service Cost:\$15,911.00**

Projected Results

Colerain Township has a population of 59,239 people with 24,621 housing units. While not all households will utilize the composting hub, all of the residents will indirectly benefit from less waste going into the landfill located in our community.

In starting a new service, we reached out to GoZERO to help project the amount of diverted waste and number of people who would potentially participate. GoZERO did not have participation numbers and could not provide guidance on how to estimate that number. They did, however, give guidance on potential food waste pounds diverted based off communities of a similar population, below.

- Hilliard, at a population of about 40k, diverted 28,000lbs in 2021. They started in 2020 with one location of 6 carts and have remained steady
- Dublin, with a population of 50k residents, opened a bit earlier in 2020 with one location of 6 carts but quickly grew to 12 carts. They diverted 100,000lbs. in 2021.

It is Colerain Township's hope that in the first year, we will collect a minimum of 20,000lbs. With heavy promotion, and time, we hope to see the program grow and flourish so that it will expand, as the City of Dublin's program. For the number we expect to participate, we will be basing that off of the number of home compost buckets we are ordering, which is 400 to start. We hope to see a higher percentage of participation, but we do not have a solid formula to calculate the number of people who will bring waste to a drop-off center.

GoZERO will provide weight totals and that will be tracked by Tawanna Molter in her administration of this grant and to report on the annual RRI application.

Letter of Support

Please see the attached letter of support signed by the Colerain Township Administrator Geoff Milz.

Cooperation

This project will not have cooperating agencies assisting us, outside of the contracted service provider and Hamilton County R3Source.

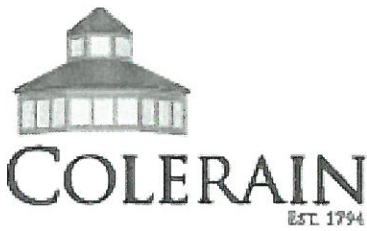
R3SOURCE INFRASTRUCTURE GRANT PROPOSAL BUDGET			
	Grant	Match	Total
Equipment¹			
a.Signage		\$120.00	
b.Gravel pad		\$83.38	
Subtotal	\$	\$203.38	\$203.38
Contractual Service²			
a. Service, 2 years	\$15,600.00		
b. Set-up fee	\$199.00		
c. Cart Delivery	\$112.00		
Subtotal	\$15,911.00	\$	\$15,911.00
Materials & Supplies³			
a.400 Home composting buckets with lids, shared expense	\$3,000.00	\$1,800.00	
Subtotal	\$3,000.00	\$1,800.00	\$4,800.00
Advertising/Promotion		\$4073.28	
Subtotal	\$	\$4,073.28	\$4,073.28
Personnel⁴			
a. Gravel Pad		\$819.52	
d. Media		\$237.28	
Subtotal	\$	\$1,056.80	\$1,056.80
Other			
Subtotal			
TOTAL EXPENSES	\$18,911.00	\$7,133.46	\$26,044.46

1 Equipment refers to items that have a long useable life.

2 Contractual Services are services provided by another company.

3 Materials and Supplies include lower cost items that will likely need to be regularly replenished.

4. Personnel can only be temporary help to get the project up and running and salary must be of a reasonable amount.



February 8, 2022

Hamilton County R3Source
Attention: Cher Mohring
250 William Howard Taft Road, First Floor
Cincinnati, Ohio 45219

Dear Ms. Mohring,

On behalf of the Colerain Township Board of Trustees, I would like to extend our support of the Colerain Township Public Services Department filing an application for the 2022 R3Source Infrastructure Grant to introduce a food waste composting drop-off station to the Colerain community.

Colerain Township Trustees have committed to being Clean, Green, Prosperous and Safe and have aligned plans and strategic goals for each department to support that focus. Receiving funding through the R3Source Infrastructure Grant will allow the Township to further our efforts by providing residents with an opportunity to easily and conveniently divert food waste away from the landfill.

Further, Colerain Township agrees to obligate 25% matching funds to assist in this effort to bring food waste composting to our community.

Sincerely,



Geoff Milz
Administrator

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251
gmilz@colerain.org • www.colerain.org
Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Cathy Ulrich, Daniel Unger, Matt Wahlert

Fiscal Officer: Jeff Baker

Administrator: Geoff Milz

**Hamilton County Solid Waste Management District
R3Source Infrastructure Grant First Year Report**

Due one year from contract start date

(Please Type or Print Clearly)

Organization

Contact Person

Email

Phone

Amount recycled/ diverted from _____ thru _____ (weight in pounds or tons):

Number of people reached from _____ thru _____ :

Project Update: (Attach as many pages as are necessary)

Project Budget Summary

Attach all receipts for grant and match money expended during the second year.

Expenses	Grant	Match	Total
Equipment			
Contractual Services			
Materials & Supplies			
Advertising & Promotion			
Personnel			
Other			
Total			

I certify that the foregoing charges are true and accurate to the best of my knowledge. These expenditures represent approved grant costs that have been previously paid by the grantee.

Print Name

Authorized Signature

Title

Date

**Hamilton County Solid Waste Management District
R3Source Infrastructure Grant Second Year Report**

Due two years from contract start date

(Please Type or Print Clearly)

Organization			
Contact Person			
Email		Phone	

Amount recycled/ diverted from _____ **thru** _____ (weight in pounds or tons):

Number of people reached from _____ **thru** _____ :

Project Update: (Attach as many pages as are necessary)

Project Budget Summary

Attach all receipts for grant and match money expended during the second year.

Expenses	Grant	Match	Total
Equipment			
Contractual Services			
Materials & Supplies			
Advertising & Promotion			
Personnel			
Other			
Total			

I certify that the foregoing charges are true and accurate to the best of my knowledge. These expenditures represent approved grant costs that have been previously paid by the grantee.

Print Name

Authorized Signature

Title

Date

**Hamilton County Solid Waste Management District
R3Source Infrastructure Grant Final Report**

Due three years from contract start date

(Please Type or Print Clearly)

Organization			
Contact Person			
Email		Phone	

Amount recycled/ diverted from _____ thru _____ (weight in pounds or tons):

Number of people reached from _____ thru _____:

Project Update: (Attach as many pages as are necessary)

Findings and/or Recommendations

1. Copies of evaluations, media coverage, or promotional materials (if applicable):
2. General findings (Were goals met? Did project goals change? What did you learn?):
3. Recommendations for project sustainability:
 - A. Plan to increase participation:
 - B. Plan to increase waste reduction/recovery:
 - C. Plan to sustain project:
 - D. Plan to share project results with other organizations:
4. Recommendations for future organizations looking to replicate your project:

Print Name

Authorized Signature

Title

Date

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #2: Engage the New Economy with Green Initiatives

Motion Authorizing Township Administrator to Execute a One Year Agreement with GoZero for Residential Composting Services in the Amount of \$13,436

Recommend ADOPTION of the Motion.

Rationale:

Hamilton County R3source (formerly the Solid Waste District) has awarded the Township with a grant in excess of \$18,000 to establish a residential composting program in Colerain. GoZero is a vendor that provides this service and will pick up the composted materials from the composting carts that will be located at 4160 Springdale Road. This agreement is for a one-year period and will automatically renew if not canceled at the end of the first year. The recurring cost of the program is \$7,800. The grant from R3Source will cover the start-up costs for the program and any site work needed at our facility.



Colerain Township compost buckets

Colerain Fire

3251 Springdale Road
Cincinnati, OH 45251
United States

Tawanna Molter

Township Event Coordinator
tmolter@colerain.org
513.385.7503

Reference: 20220114-130709295

Quote created: January 14, 2022
Quote expires: April 14, 2022
Quote created by: Jamison Thornton
jamison@gozero.org
+1 (937) 539-3859

Jeff Weckbach

Assistant Township Administrator
jweckbach@colerain.org

Geoff Milz

Township Administrator
gmilz@colerain.org
(513) 385-7500

Products & Services

Item & Description	Quantity	Unit Price	Total
5gl Compost Bucket & Lid 5gl Compost Bucket & Lid	400	\$12.00	\$4,800.00
Delivery delivery of 400 5gl compost collection buckets	1	\$525.00	\$525.00

Subtotals

One-time subtotal	\$5,325.00
Total	\$5,325.00

Signature

Signature

Date

Printed name

Questions? Contact me



Jamison Thornton
jamison@gozero.org
+1 (937) 539-3859

GoZERO Services Ltd
PO Box 164
Huntsville, OH 43324
United States



Colerain Township drop off service

Colerain Fire

3251 Springdale Road
Cincinnati, OH 45251
United States

Tawanna Molter

Township Event Coordinator
tmolter@colerain.org
513.385.7503

Reference: 20220114-130037127

Quote created: January 14, 2022
Quote expires: April 14, 2022
Quote created by: Jamison Thornton
jamison@gozero.org
+1 (937) 539-3859

Jeff Weckbach

Assistant Township Administrator
jweckbach@colerain.org

Geoff Milz

Township Administrator
gmilz@colerain.org
(513) 385-7500

Comments from Jamison Thornton

This estimate covers initial set up and cost of ongoing service for 6 carts collected weekly. The per service rate for this site is \$150 per service and will be invoiced monthly. The initial deposit of \$311 covers the cost of account set up and compost cart delivery.

Products & Services

Item & Description	Quantity	Unit Price	Total
Setup Fee This fee will cover the cost of account setup.	1	\$199.00	\$199.00
Cart Delivery - 6 Carts GoZERO will arrive at your location and unload, assemble, and set (6) of our 64 gallon wheeled and lidded GoZERO food waste carts on your premises.	1	\$112.00	\$112.00
6 Carts Serviced Weekly (6) 64 gallon carts will be emptied, cleaned or lined, and incidental consultation will be provided every week for one year, subject to terms of service at gozero.org/terms.	1	\$7,800.00 / year	\$7,800.00 / year

Subtotals

Annual subtotal	\$7,800.00
One-time subtotal	\$311.00
Total	\$8,111.00

Purchase Terms

GoZERO Terms of Service

GoZERO's goal is to provide service to you in the best way possible. We understand there may be some questions along the way, but this will give you an understanding of how we handle different situations.

Contamination

Contamination is anything put in the compost bins that is unable to be composted. We strive to have our compost be as pure as possible and when the bins are "contaminated" it makes the process more difficult. With that being said, below is our process to address contamination.

1. At each stop, our drivers will take pictures of the compost bins. If they see contamination, they will document it with a picture and our Support Manager will contact you within the next 1-2 days. They will indicate what the contamination was and send the pictures to show you.
2. If we see contamination for the second time, we will follow up with you to let you know the issue hasn't been resolved.
3. The third contamination will result in a charge for cart sorting at \$100 per hour.
4. If contamination continues and no steps have been taken to clean up the material, services will be stopped and carts will be picked up.

Additional Carts or overflow

There are some service sites that have different output throughout the year. We do our best to accommodate the needs of our customers. If additional carts are needed due to the output during a certain period of time, please let us know in advance. If we see more carts are being used than we have on site, the following process will be taken.

1. Our drivers will take pictures of the compost bins on site. If there is overage, they will empty the full carts and add the "additional compostable material" to the empty compost bins in order to get an idea of how many carts the additional material is. This is so we can give the site the correct weight and volume. The data will be given to the Support Manager and they will reach out within 1-2 business days to see if a cart count change needs to take place.
2. The second time we are on site and there is additional material outside the carts, the driver will empty the full carts, place the additional material in the empty carts to decide how much additional material there is. When this happens, an additional \$14 will be charged for each cart used.
3. Our customer support will reach out to discuss the matter with you, inform you of the additional charge and the changes that need to be made to your service or cart count.

Data Retention

Here at GoZERO, we pride ourselves on giving each service location as much data as possible. Each location is given a spreadsheet that includes service visits, carts on site, carts serviced, carts cleaned, weight, volume and pictures. Unfortunately, due to the large number of pictures, we are only able to keep them for one calendar year. If your site would like to keep them longer, we encourage you to download the pictures for your records.

Damaged or Missing Carts

GoZERO compost carts remain solely owned by GoZERO. We perform inspections and maintenance at each service, including wheel and lid replacement. If a cart appears to be damaged intentionally or through neglect, or if has been stolen, the replacement fee is \$60 per cart applied to the monthly invoice. The damaged or missing cart will also be replaced at the next scheduled service.

Payment Terms

GoZERO respects payment terms for all business. If terms are greater than 90 days, there may be additional fees. Invoices greater than 15 days past the established payment terms, may result in halting of service or removal of equipment. Please see your customer service agent for more details.

Signature

Signature

Date

Printed name

Questions? Contact me



Jamison Thornton
jamison@gozero.org
+1 (937) 539-3859

GoZERO Services Ltd
PO Box 164
Huntsville, OH 43324
United States

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #2: Engage the New Economy with Green Initiatives

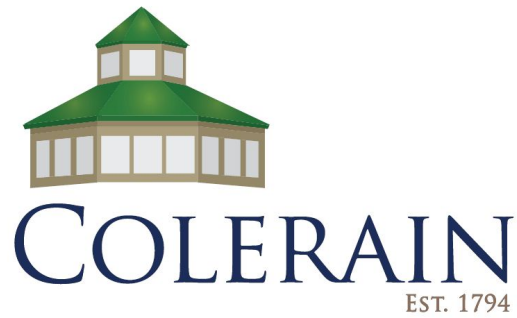
Motion to Issue RFP for Rooftop Solar at 4300 Springdale Road

Recommend ADOPTION of the Motion.

Rationale:

Rooftop solar has been adopted and implemented by a number of local governments and can serve as an alternative to purchasing energy from the grid. At the March 2022 Board of Trustee meeting, staff provided an overview of solar and made recommendations related to a potential solar project at 4300 Springdale Road. The facility master plan would support this recommendation. This plan should reduce electricity costs for the Township and create long-term savings for the General Fund that can be repurposed to other capital projects and improvements.

The RFP is structured to have vendors provide two quotes, one for rooftop solar only and one for rooftop solar with battery storage. These quotes will provide the Trustees with information to aid in a future decision on the viability of solar as a backup generator for the Community Center. This RFP will not require the Trustees to move forward with a project and the Trustees will have to award a final contract. It is anticipated that a contract will be available for review and consideration at the June 14, 2022 Board of Trustee meeting.



REQUEST FOR PROPOSALS (RFP)

ROOFTOP SOLAR PV SYSTEM 4300 SPRINGDALE ROAD for Colerain Township

Release Date: 4/27/2022
Response Deadline: 5/23/2022

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR PROPOSALS (RFP) FOR ROOFTOP SOLAR
FOR 4300 SPRINGDALE ROAD**

NOTICE TO RESPONDENTS

Colerain Township is soliciting proposals for rooftop solar PV systems until May 23, 2022.

All clarifying questions for this proposal should be directed to Geoff Milz, Township Administrator, via email at gmilz@colerain.org.

A site review meeting is scheduled for Thurs. May 19th, 2022 at 9:00 a.m. at the Community Center Building, 4300 Springdale Rd. Cincinnati, OH 45251.

Respondents should be aware that any records they submit to the Township, or that are used by the Township may be public records. The Township will promptly disclose public records upon request unless a statute exempts them from disclosure. Respondents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed.

GENERAL INFORMATION

Specifically, this bid solicits proposals from solar installation companies for the design and installation of an on-site, rooftop solar panel system that will generate as much electricity as possible for \$99,999 at 4300 Springdale Road.

Colerain requests that the respondents provide pricing for the solar photovoltaic (PV) energy systems, including all costs of procuring, installing, operationalizing, and guaranteeing the solar array. An estimate of annual maintenance costs is also requested.

The Township is also interested in seeing the potential for battery storage associated with the project. All bidders are requested to provide a secondary quote, showing the potential for both storage and solar generation for \$99,999.

Each bidder is required to furnish with the proposal a Bid Guaranty for the cumulative bid of the Rooftop Solar PV System. A General Warranty for all of the work for a period of 5 years and a special warranty covering the performance of the system for 25 years is required.

PROJECT SCOPE

The contractor shall provide:

1. Turnkey installation of complete, fully functional solar photovoltaic (PV) systems. Work includes all design services, permits, materials, labor, equipment, services, commissioning, and incidentals necessary to install a complete turnkey solar PV system, as specified hereinafter.
2. Design services which shall include a Roofing Integrity Review for roof installed systems and an Electrical Review.

3. The solar PV system shall be utility grid connected following the local electric utility's required design and installation standards for grid-tie and net metering. Contractor will prepare applications and apply for interconnection with the local utility (Duke Energy).
4. Solar PV system components shall minimize roof penetration for roof-mounted systems.
5. Contractor shall provide the Project Leads with regular updates on the status of projects as circumstances warrant, but no less than weekly until acceptance of the Project.
6. Contractor shall be responsible for providing the customer with adequate operation instruction, maintenance and warranty information covering solar PV modules, equipment and system components, mounting system, and inverters.

General Component Requirements:

1. All material must be new.
2. Electrical components shall be designated for 600 Volts or higher system voltage.
3. All materials that are used outdoors shall be sunlight and ultraviolet (UV) resistant.
4. Materials shall be designed to withstand the temperatures to which they will be exposed.
5. All conductors will be copper. Only stainless steel fasteners shall be used.
6. Structural members shall be corrosion resistant aluminum or stainless steel.
7. The array shall be mounted in such a way that normal drainage of the roof area is not affected.
8. Array installation shall not unreasonably restrict roof access to roof surface for inspection and repair.

Mounting System Requirements:

1. Mounting system shall promote ambient air circulation beneath and above modules to enhance panel efficiency.
2. Modules shall be individually removable for roof access, maintenance, or repair.

Inverter Requirements:

1. Maximum peak inverter efficiency shall be 96% or greater.
2. Each inverter shall include the following:
 - a. Automatic operation including start-up, shutdown, self-diagnosis, and fault detection.
 - b. Digital Signal Processor (DSP) based controls with self-diagnostics and LCD for display of operating status.
 - c. Anti-islanding protection to prevent back-feeding inverter generated power to the grid in the event of a utility outage.

Combiner Box Requirements:

Combiner boxes shall have the following characteristics: National Electrical Manufacturers Association (NEMA) 3R enclosure, 600 V DC, and UL listed.

AC Disconnect Requirements:

Where required by NEC, the inverter disconnect shall be a heavy duty fused disconnect, 240 V AC rated, with isolated neutral and ground. If fused the fuses shall be class RK5, 240 V AC with a minimum interrupt capacity of 65kA.

DC Disconnect Requirements:

DC disconnects shall be 600 VDC, non-fusible, heavy-duty safety switch.

Wiring and Conduit Requirements

1. All system wiring shall be in accordance with Section 690 of the NEC. The wires used shall have a temperature rating of 90 degrees Celsius or higher.
2. All electric wiring raceways and outdoor electrical conduits shall be compliant with current code.
3. Exposed cables shall be UV resistant.
4. Conduits shall be mounted on elevated high-density polyethylene supports.

Execution of Project

1. Installation Requirements

- a. All required over-current protection devices shall be included in the system and accessible for maintenance. Each shall have trip ratings no greater than the de-rated amperage of the conductor it protects.
- b. All electrical connections and terminations shall be fully tightened, secured, and strain relieved as appropriate.
- c. System switching and metering equipment shall have convenient access for resetting or repair during electrical outages, and for regular monitoring for data retrieval.
- d. For roof installations, the system shall maintain roof and structural integrity. The loading impact of the array, wind, snow, etc. shall be determined before the installation.
- e. All building penetrations must be watertight at the completion of the installation.
- f. The system shall maintain the integrity of the home electrical system. The solar contractor shall carefully inspect the electrical system to ensure against harmonic distortion, fault protection issues, and interconnect problems.

2. Installation Standards

- a. System installation shall conform to all Manufacturers' Installation Manuals and approved project drawings and specifications.
- b. The installation site shall be maintained and kept secure, free of excessive debris, and in safe condition during the construction period. The site should be left clean after work is complete at the end of each workday. All work will comply with the NEC, the National Fire Code, and the Uniform Building Code, and shall be inspected at each appropriate phase.
- c. The solar contractor shall be present on site at all times during installation. In the event that installation requires more than one day to complete or the site is to be left unattended for any reason, including but not limited to lunch, breaks, or emergencies, the solar contractor shall properly secure the site to ensure no tampering, vandalism, or accidents occur at the site.
- d. Array mounting hardware supplied by solar contractor shall be compatible with the site considerations and environment. Special attention shall be paid to minimizing the risk from exposed fasteners, components, or structures. Corrosion resistance and durability of the mechanical hardware shall be emphasized. The use of stainless steel fasteners and aluminum support

structures is required. The use of ferrous metals, wood, or plastic components is not acceptable, except that pipe supports made of UV-rated plastic curb-type standoffs are acceptable.

- e. The solar contractor shall ensure any installing subcontractors are familiar with and adhere to all program requirements, including manufacturer's installation guidelines.
- 3. Delivery, Storage, and Handling
 - a. Solar PV modules and system components will be protected leading to delivery at their final locations. The solar contractor shall solely bear the full risk of loss until installation.
 - b. The solar contractor shall maintain the integrity of the installation site during delivery, handling, and installation, including laying out mats, insulation/plywood layers, etc. Any damage to the roof surface or landscaping shall be identified and repaired by the solar contractor.
 - c. Each module shall be visually inspected for defects by the solar contractor upon receipt. Any defects shall be immediately reported.
- 4. Labeling and Identification
 - a. For diagnostic and troubleshooting purposes, all array strings at the combiner boxes, and the combiner boxes themselves, shall be uniquely tagged and identified with such tagging on the as-built drawings.
- 5. Cleaning
 - a. Solar PV modules shall be free of dirt and construction debris prior to system startup.

Startup, Acceptance, and Commissioning Requirements:

- 1. Procedures
 - a. System inspection and safety checks: Solar contractor shall run through a checklist of startup requirements and conduct a series of safety tests to ensure proper installation, safe operation, and performance up to specification.
 - b. Solar contractor shall correct any deficiencies uncovered by the testing prior to commissioning of the system.
 - c. The site shall be free of all tools and materials required for construction and installation.
- 2. Permitting and Interconnection
 - a. The Contractor shall follow permit requirements for Hamilton County and Colerain Township.
 - b. The Contractor shall work with Duke Energy's Renewable Services Center at 866-233-2290 and to ensure the system can be energized in a timely manner.
- 3. System Output Measurement
 - a. The Contractor solar contractor will establish the initial system output to prove that the system is performing as it is designed, and to establish a baseline to be used for warranty. The system output will be verified after construction of the system has been completed, on a clear, sunny day. The solar contractor may perform other performance tests to support performance testing.

Online System Monitoring Requirements:

Bid responses shall include on-line monitoring by the installer for the life of the system.

A preference will be granted to systems that have the ability to expand in the future with additional panels without the need for proprietary technology.

TIMELINE

- | | |
|-------------------------------------|--------------------------------------|
| 1. Township Trustees RFQ Approval: | April 26, 2022 |
| 2. RFQ Release: | April 27, 2022 |
| 3. Advertisement in Newspaper: | May 11 & May 18, 2022 |
| 4. Onsite Inspection: | May 19, 2022 |
| 5. Proposal Deadline: | May 23, 2022, 4:00 p.m. (local time) |
| 6. Projected Township approval: | June 14, 2022 |
| 7. Projected Contract Commencement: | June 15, 2022 |

The Township will not be responsible for proposals that are received after the 4:00 p.m. deadline on May 23, 2022.

EVALUATION CRITERIA & SUBMITTALS

Proposals will be initially evaluated by internal Township staff, including the Facility Manager, Township Administrator and Assistant Administrator. After this initial internal review, a recommendation will be provided to the Board of Trustees for a final decision.

All proposals shall include the following:

1. Completed Attachment A - Bid Sheet
2. Panel Specification Sheet and Information
3. Inverter Specification Sheet and Information
4. Site Plan
5. Construction Timeline
6. Bid Guarantee
7. References
8. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.
9. Legal Disclosure – Please disclose your firm's current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending.
10. Warranties
 - a. General Warranty: A warranty on all installation labor for a minimum of five years from system commissioning for the entire system, if not so covered by the manufacturers' warranties. Special warranties specific in this article shall not deprive the customer of other rights they may have under other provisions of the contract or warranty documents. This five year warranty shall include repair of any roof leaks directly attributed to the solar PV system installation.

- b. Special Warranty: Written warranty, executed by manufacturer agreeing to repair or replace solar PV equipment and system components that fail in materials or workmanship within a specified warranty period.
 - i. Solar PV modules shall have a minimum 25-year power warranty with not more than 20% allowable degradation of power during a 25-year period.
 - ii. Solar PV modules shall have a minimum 10-year product warranty.
 - iii. Mounting system shall be warranted free of defects for a period of not less than five (5) years.
 - iv. Inverters shall be warranted free of defects for a period of not less than ten (10) years.
 - v. Batterys?
 - c. Warranty Insurance: A written warranty from the manufacturer to insure its solar panels in the event the manufacturer goes out of business is recommended but not required.
11. Sample Contract – A copy of sample agreement/contract. This will allow the Township to expedite the review/award process.

Colerain Township Trustees must still approve a vendor before the process is completed. The Trustees reserve the right to reject any and all responses to the RFP.

TERMS AND CONDITIONS

Colerain Township reserves the right to reject any or all proposals, to award contracts in whole or in part, to further negotiate proposals in whole or in part, or to waive any informalities or irregularities in the submitted proposals.

The response to this Request for Proposals is entirely voluntary. The Request for Proposals does not commit the Colerain Township to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

Colerain Township may reject any or all responses that do not meet the requirements of the Request for Proposals in any respect. Responses which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information was supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

Colerain Township reserves the right to expand or reduce the work subject to negotiating with the successful contract. Colerain Township reserves the right to choose a company from the responses or to further interview companies after proposals are submitted.

ATTACHMETN A - BID SHEET

Facility: 4300 Springdale Road

Energy Information: A copy of the 2021 calendar utility bills is available for pick up at 4200 Springdale Rd.

WITH BATTERY STORAGE

Number of Panels: _____

Proposed Solar Yield: _____ Kwh/year

Battery Capacity: _____

Project Cost: \$ _____

WITHOUT BATTERY STORAGE

Number of Panels: _____

Proposed Solar Yield: _____ Kwh/year

Project Cost: \$ _____

MAINTENANCE

Project annual maintenance costs: \$ _____

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion to Authorize the Township Administrator to Execute the Northridge TIF District Development Agreement
Recommend ADOPTION of the Motion.

Rationale:

This development agreement details the roles and responsibilities of the developer and the township in the Northridge Crossings development.

**NORTHRIDGE TIF DISTRICT
DEVELOPMENT AGREEMENT**

Between

COLERAIN TOWNSHIP, OHIO

And

4 Horizons Group, LLC

Dated as of April 8, 2022

THIS NORTHRIDGE TIF DISTRICT DEVELOPMENT AGREEMENT (this "Development Agreement") is made and entered into as of the ___ day of April, 2022, by and between **Colerain Township, Ohio**, an Ohio political subdivision, with an address of 4200 Springdale Road, Colerain Township, Ohio 45251 (the "Township") and **4 Horizons Group, LLC**, an Ohio corporation, with an address of 10905 Shaker Point Way, Harrison, Ohio 45030 (the "Developer" and together with the Township, the "Parties"), witnesseth:

RECITALS:

1. Developer seeks the development of a single-family housing project (the "Project") to be constructed on a 30.873 acre tract of land which currently exists as a single vacant parcel with ID #510-0062-0230-00 which is located within the boundaries of the Township (such land being referred to herein as the "Property" and is more fully described in Exhibit "A" which is attached hereto and made a part hereof) and believe that the Project will result in the creation of at least sixty-five (65) single-family residences and improved infrastructure including, but not limited to, the construction of a road and bridge within the Township.
2. In order to facilitate the development of the Project, the Developer, has entered into a contract with a home builder regarding the construction of at least sixty-five (65) single-family residences on the Property (the "Home Builder Agreement") a summary of which is attached hereto as Exhibit "B".
3. The Township has determined that the construction of the Project is in the best interests of its residents and will enhance, foster, aid, and promote economic development, travel, infrastructure, and public recreational opportunities within its jurisdiction.
4. The Board of Trustees of the Township (the "Trustees") in order to facilitate economic development in the Township, adopted Resolution No. 47-20 (the "Resolution") on August 25, 2020, pursuant to Section 5709.73(C)(1) of the Ohio Revised Code ("O.R.C.") declaring improvements set forth therein to be a public purpose (the "Public Improvements") and creating a Tax Incentive District (the "Northridge TIF District") declaring the exemption of all improvements in the Northridge TIF District for thirty (30) years and up to One Hundred Percent (100%) of the property value all improvements on the Property and within the Northridge TIF District pursuant to Section 5709.73 of the Ohio Revised Code (O.R.C.) (the "Exempted Property"). The Parties in no way wish to limit the infrastructure improvements to the Northridge TIF District.
5. The Northwest Local School District Board of Education ("School District") has adopted a Resolution approving the creation of the Northridge TIF District and tax increment financing and the exemption of improvements in the Northridge TIF District for thirty (30) years and up to One Hundred Percent (100%) of the property value in consideration of the Township entering into a Tax Incentive Agreement (the "School Compensation Agreement") attached hereto and incorporated herein as Exhibit "C" with the School District requiring the Township to provide service payments in lieu of taxes in an amount equal to one hundred percent (100%) of the additional amount of real property tax payments derived from the Improvements to the Exempted Property that the School District would have received from the Exempted Property but for the exemption granted by the Northridge TIF District.

6. Developer specifically agrees to the establishment of the Northridge TIF District and agrees that upon the establishment of the Northridge TIF District, Developer will make service payments in lieu of taxes ("Service Payments") in the same amount as the Property within the Northridge TIF District would otherwise be taxed for the duration of the Northridge TIF District.

7. Developer further acknowledges that the School District shall first be made "whole" from such Service Payments in the amount for which any tax payments the School District would have been due from the Exempted Property including the Improvements, but for the creation of the Northridge TIF District.

8. The Parties intend to cooperate in good faith with one another pursuant to the terms of this Development Agreement to effect the construction, equipping, and maintenance of the Project.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. DEVELOPMENT AGREEMENT

For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference, the Township and the Developer have determined to cooperate with each other in order to effect the construction, equipping, and maintenance of the Project on the Property. This Development Agreement, including the Exhibits hereto, all of which are incorporated herein by reference, is intended to and shall be an agreement by the Parties hereto to cooperate in the placing into effect of the foregoing, and the agreements contained herein are intended to and shall be construed as agreements to further effect cooperative action and safeguard the respective interests of the Parties.

SECTION 2. DEVELOPER ACTIONS

A. Construction of the Project. The Developer will construct, at *its sole cost and expense*, the entirety of the Project, in all events in accordance with the zoning and building code requirements of the Township and County which will include, but not be limited to, the following:

- Construction of at least sixty-five (65) single-family houses within the Northridge TIF District which are to be sold at price points of no less than \$250,000 utilizing any of the Fischer Homes Designer Collection series home models; and
- Construction of public utilities on the Property and/or constructed during the Project shall be underground and buried; and
- Construction of sidewalks consisting of 5' length x 4' width (20 sq.ft.) blocks to run adjacent on both sides of any road constructed in relation to the Project unless sidewalk waivers have been approved by and obtained from the Township; and

- Construct “tree lawns” on both sides of any road constructed in relation to the Project which are six (6) foot in length with “tree lawns” meaning the area measured between the curb of any street and the corresponding adjacent sidewalk constructed in relation to the Project; and
- Include street trees, each with at least a 2-inch caliper minimum, to be placed at intervals of every 100 linear feet on all tree lawns built between any street and corresponding adjacent sidewalk constructed in relation to the Project; and
- Construction of pedestrian-scaled lighting situated in tree lawns built between any street and corresponding adjacent sidewalk constructed in relation to the Project; and
- To the extent possible, utilize traffic calming techniques (ie. road knuckles) in all roads constructed in relation to the Project.

B. Construction of Single-Family Residences, Road, and Bridge of the Project. The Developer shall enter into the Home Builder Agreement and other agreements relative to the improved infrastructure including, but not limited to, the construction of a road and bridge on the Property and/or which benefit the Northridge TIF District Project as such agreements are contemplated under this section together with all other agreements reasonably necessary to effect the agreements set forth therein. Developer agrees it will obtain and pay for all necessary road and bridge inspections and/or design approvals. Developer agrees, to the extent possible, to preserve large trees as defined by diameter at breast height or “DBH” consisting of 24 inches or greater in completing the construction and improvements on the Property and/or which benefit the Northridge TIF District Project.

C. Covenant to Make Payments in Lieu of Taxes. Developer agrees that upon the establishment of the Northridge TIF District, Developer, and their successors and assigns, will make Service Payments in the same amount as the Property within the Northridge TIF District would otherwise be taxed for the duration of the Northridge TIF District as set forth in the “Service Agreement” attached hereto and incorporated herein as Exhibit “D”. Developer further agrees that this covenant to make Service Payments in the same amount as the Property within the Northridge TIF District would otherwise be taxed for the duration of the Northridge TIF District runs with the land.

D. Zoning. The Developer acknowledges that the Property is properly zoned for the Project as of the date of the execution of this Development Agreement.

E. Stormwater Maintenance. The Developer agrees that it and its heirs, successors, assigns and transferees of the Property will be responsible for stormwater maintenance and no obligation in any way will rest with the Township as to this aspect now or in the future.

F. Roads. The Developer agrees that, upon official acceptance by the Township, all roads constructed on the Property and/or which benefit the Northridge TIF District Project that have officially been accepted by the Township shall be owned by the Township. Developer agrees that the Township will not be required to officially accept any road(s) constructed on the Property and/or

which benefit the Northridge TIF District Project until 80% at least sixty-five (65) single-family homes have been completed and been issued a certificate of occupancy.

G. Insurance and Indemnification. For the term of the Project, the Developer will maintain reasonable levels of insurance at a minimum level of One Million and no/100 Dollars (\$1,000,000.00) in coverage and will provide customary indemnities to the Township as related to comparable economic development projects elsewhere in southwest Ohio. Developer agrees to indemnify and hold harmless the Township, its trustees, agents, contractors and employees from and against all claims, loss, cost, damage or expense asserted by or on behalf of any person, firm, corporation or entity of whatever nature arising: (i) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring on or during the construction of the Project; (ii) from any accident, injury or damage occurring elsewhere in connection with the construction of the Project (other than on the Property) to the extent that such accident, damage or injury results from an act or omission on the part of Developer's agents, employees, invitees or contractors; or (iii) in connection with the conduct, construction, and/or management of the Project therein or anything or work whatsoever done, or any condition on or about the Property or Project; and, in any case, occurring after the date of this Developer Agreement until the end of the Agreement and thereafter so long as Developer is in possession of any part of the Property. Provided, however, that it is understood by the Parties that the indemnity and hold harmless provisions of this Section shall not extend to any portion of the Property following its dedication to and acceptance by any political subdivision. This indemnity and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof by counsel of the insurer (if such claim is covered by insurance) or otherwise by counsel reasonably satisfactory to the Township, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels.

SECTION 3. TOWNSHIP ACTIONS

A. Use of Revenues from the Northridge TIF District.

- (i) From Service Payments collected, the Township shall first make all payments it is obligated to make to the School District in accordance with the terms of the School Compensation Agreement, attached hereto and incorporated herein as Exhibit "C".
- (ii) After the Township's obligation with respect to the making of timely Service Payments to the School District as set forth in the School Compensation Agreement has been fulfilled, the remaining Service Payments collected annually from the Northridge TIF District shall be paid by the Township out of the Northridge Crossing Tax Increment Equivalent Fund (the "TIF Fund") to Developer in accordance with the estimated Payment Schedule attached hereto and incorporated herein as Exhibit "E" (the "Developer Payments") as the Township's contribution to the construction and completion of the road, bridge, and other public infrastructure improvements on the Property and/or benefit the Northridge TIF District in an amount not to exceed, in total, One Million and no/100 Dollars (\$1,000,000.00).

- (iii) The Township shall make the Developer Payments out of the TIF Fund to Developer no later than December 1 of each calendar year (if any such monies are available) in accordance with the annual amounts set forth in the Payment Schedule. If there are any years where the remaining Service Payments generated and collected from the Northridge TIF District are insufficient to make a full and complete payment to Developer as set forth in the Payment Schedule, then the shortfall for that specific year shall be deferred to 2033 (the “Deferred Payments”). The Deferred Payments shall not exceed One Hundred and Seventy-Five Thousand and no/100 Dollars (\$175,000.00) in any year and in no circumstance shall the total paid to the Developer exceed One Million and no/100 Dollars (\$1,000,000.00). The Township is under no obligation to make the Developer Payments from any Township funds other than the TIF Fund. Further, the Township’s obligation to make any Deferred Payments shall cease with the expiration of the Northridge TIF District.
- (iv) Upon the Township’s payment of One Million and no/100 Dollars (\$1,000,000.00) to the Developer out of the TIF Fund or the expiration of the exemption granted for the Property within the Northridge TIF District pursuant to Section 5709.73, whichever event occurs first, the Township shall have no further obligation to reimburse the Developer in any manner pursuant to this Agreement.

B. Support of Sales Tax Exemption Certificate. The Township supports the Developer in his efforts to obtain a sales tax exemption certificate with respect to the acquisition of construction materials that will be utilized for the construction of the roads for this Project which will ultimately be accepted and owned by the Township with the execution of the form attached hereto as Exhibit “F”. However, the Developer understands the provision of such sales tax exemption is outside the control of the Township. Furthermore, the Developer agrees to completely indemnify and/or hold harmless the Township by taking complete responsibility to pay all, if any, liability, damages, costs, expenses, attorney’s fees, etc., for any litigation, penalties, fines, investigation, etc., should any issue arise from this clause.

C. Ongoing Compliance the Northridge TIF District. Township agrees to perform actions as contemplated in maintaining ongoing compliance for the Northridge TIF District including, but not limited to, making filings and reports required during the existence of the Northridge TIF District.

SECTION 4. SPECIAL PROVISIONS RELATING TO CONSTRUCTION AND USE OF PROJECT

A. Failure to Construct or Reduction of Single-Family Homes in Project. If a Failure Event (as defined below) shall occur, the Township, in its sole discretion, may forego making reimbursements to the Developer in amounts equal to the annual amounts set forth in the Payment Schedule detailed in Exhibit “E” attached hereto.

For purposes of this Section 4.A., each of the following shall constitute a “Failure Event”:

(i) A Failure Event will occur if by July 31, 2022, the Developer not received permits for all the Project's public improvements which are to be made both on the Property and/or the Project's public improvements that will benefit the Northridge TIF District,

(ii) A Failure Event will occur if by December 31, 2024, the Developer has failed to substantially complete construction of all of the Project's public improvements meaning that all of the Project's curbs, pedestrian-scaled street lighting, and road (aside from the top coat on the road), and bridge have not been constructed (it being understood that the Project's sidewalks and street trees will be installed and substantially completed as each residence and road is completed).

(iii) A Failure Event will occur if at any point during the existence of the Northridge TIF District construction of any type other than of single-family residences (ie. apartment buildings, multi-family duplexes, commercial construction, etc.) occurs on the Property.

SECTION 5. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of Developer. Developer hereby represents and warrants that:

(i) It is a limited liability company duly organized and in full force and effect under the laws of the State of Ohio, with full power to execute and deliver this Development Agreement and perform its obligations hereunder;

(ii) It has duly authorized, executed and delivered this Development Agreement and no approval or other action by any governmental authority is required in connection therewith;

(iii) This Development Agreement constitutes its valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy laws and other laws affecting creditors' rights and the exercise of judicial discretion;

(iv) Neither the making nor the performance of this Development Agreement will conflict with or violate its organizational documents or any indenture, agreement or other instrument to which it is a party or by which it may be bound;

(v) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Development Agreement, or if successful would materially impair its ability to perform its obligations under this Development Agreement;

B. Representation and Warranties of the Township. The Township hereby represents and warrants that:

(i) It has duly authorized, executed and delivered this Development Agreement and no further approval or other action by any governmental authority is required in connection therewith;

(ii) This Development Agreement constitutes its valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy laws and other laws affecting creditors' rights and the exercise of judicial discretion;

(iii) Neither the making nor the performance of this Development Agreement will conflict with or violate its organizational documents or any indenture, agreement or other instrument to which it is a party or by which it may be bound; and

(iv) To its knowledge, there are no pending or threatened actions, suits, proceedings, inquiries or investigations against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Development Agreement, or if successful would materially impair its ability to perform its obligations under this Development Agreement.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

Except as otherwise provided in this Development Agreement, in the event of any default in or breach of this Development Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. If any default in or breach of this Development Agreement by Developer is not cured or remedied within said thirty (30) day period, the Township shall have the right to suspend, reduce, and/or terminate any payments detailed in the Payment Schedule attached hereto and incorporated herein as Exhibit "E".

SECTION 7. ASSIGNMENT

The Parties may not assign their rights or obligations hereunder without first receiving the prior written consent of the Township to this Development Agreement

SECTION 8. TERMINATION

This Development Agreement shall terminate on upon the expiration of the Northridge TIF District as set forth in Resolution No. 47-20.

SECTION 9. NOTICES

A notice or communication under this Development Agreement by any Party to another shall be sufficiently given by hand delivery, by reputable overnight courier, or by certified mail, postage prepaid, return receipt requested, to the following addresses and/or people:

COLERAIN TOWNSHIP, OHIO

4 HORIZONS GROUP LLC.

**Colerain Township Administrator
4200 Springdale Road
Colerain Township, Ohio 45251**

**P. Michael Perleberg
980 Madison Ridge Road
Lawrenceburg, Indiana 47025**

A Party may change the above-referenced notice designation by providing notice in writing to the other Parties. Any such notice or communication shall be effective upon receipt or, if given by overnight courier or certified mail, upon failure or refusal of delivery.

SECTION 10. MISCELLANEOUS

A. Entire Agreement; Amendments. This Development Agreement presently constitutes the entire agreement among the Township and the Developer regarding the subject matter hereof. This Development Agreement shall not be amended except by written agreement executed by all Parties. Notwithstanding the foregoing, it is intended that the intent of this Development Agreement will be carried out pursuant to additional agreements to be entered into in the future, such as the Home Builder Agreement and related agreements (the "Related Agreements"). This subsection shall not be deemed to derogate from the terms of such agreements as are subsequently entered into by one or more of the Parties.

B. Governing Law. This Development Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the Parties, or their respective agents and employees, arising out of or relating to this Development Agreement or its breach will be decided in a court of competent jurisdiction within Hamilton County, Ohio.

C. Related Agreements. All references in this Development Agreement to any of the Related Agreements shall be references to such of the Related Agreements as the same may from time to time be modified or amended. This Development Agreement is not intended to make any Party hereto a third-party beneficiary of any of the Related Agreements.

D. Severability. If any provision of this Development Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Development Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Development Agreement and the remaining provisions of this Development Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Development Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Development Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

E. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Township or the Developer other than in his or her official capacity, and neither the members of the legislative bodies of the Township nor

any member of the Developer, nor any official of the Township or the Developer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Township and the Developer contained in this Agreement

F. Counterparts. This Development Agreement may be executed in counterpart, and in any number of counterparts, each of which shall be treated as an original and all of which, together, shall constitute one and the same instrument.

SECTION 11. EXHIBITS

The following exhibits are hereby incorporated into and made a part of this Development Agreement.

Exhibit A	Description of the Property
Exhibit B	Summary of Home Builder Agreement
Exhibit C	School Compensation Agreement
Exhibit D	Service Agreement
Exhibit E	Estimated Payment Schedule to Developer out of the Tax Increment Equivalent Fund created for the Northridge TIF District Description of the Property
Exhibit F	Sales and Use Tax Construction Contract Exemption Certificate

IN WITNESS HEREOF, the Township and the Developer have caused this Development Agreement to be executed in their names by their duly authorized officers, all as of the day and the year first written above.

COLERAIN TOWNSHIP, OHIO

By: _____
Name: Geoff Milz
Title: Township Administrator

4 HORIZONS GROUP, LLC

By: _____
Name: P. Michael Perleberg
Title: _____

Approved as to form:

By: _____
Name: Scott Sollmann
Title: Assistant Township Law Director

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer for Colerain Township, Ohio, hereby certifies that the moneys required to meet the obligations, if any, of the Township during the year 2020 under the foregoing Development Agreement have been lawfully appropriated by the Board of Trustees of Colerain Township, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Jeff Baker
Colerain Township Fiscal Officer

Dated: April __, 2022

EXHIBIT A

DESCRIPTION OF THE PROPERTY

DATE: 06-29-18	PAGE: 1
DRAWN BY: PWR	
CHECKED BY: PWR	
APPROVED BY:	
PROJECT: 8-ADJ200	

Project Name	CONSOLIDATION SURVEY
Client	PATRICK and MELISSA PERLMUTTER
Site	PLAT FOR A CONSOLIDATION OF PUBLISHED PROPERTIES AT WEST END OF SOVEREIGN DRIVE SECTION 2, TOWNSHIP 4, RANGE 10 COLMAN TOWNSHIP, WASHINGTON COUNTY, OHIO

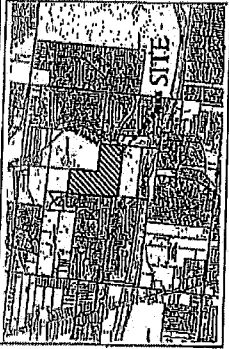
© Copyright.
This publication is copyright ©
1987 by The McGraw-Hill Companies, Inc.
All rights reserved. No part of
this publication may be reproduced,
stored in a retrieval system, or
transmitted in any form or by
any means electronic, mechanical,
photocopying, recording, or by
information storage and retrieval
systems without prior permission
in writing from The McGraw-Hill
Companies, Inc.



HE **HREZO** Engineering, Inc.
 Mechanical Consulting
 Equipment Installation
 Field Maintenance Services
 Construction Management
 Sampling Services

GREENDALE
 10000 W. 10th Avenue
 Greendale, WI 53045
 TEL: 262-470-7000

MADISON
 4681 Madison
 Madison, IN 47206
 TEL: 317-275-2664
 TX: 502-253-3999



SUBMITTING CERTIFICATE
 I HEREBY CERTIFY TO THE BEST OF MY
 KNOWLEDGE, INFORMATION AND BELIEF THAT THE
 ABOVE-PARTIAL FLAT IS THE CORRECT RETURN
 OF A SOURCE VALUE UNDER MY SUPERVISION IN
 ACCORDANCE WITH THE COMBINATION CODE
 4723 - 37 AND ALL APPLICABLE LAWS AND
 STANDARDS.
 SIGNED THIS 21 DAY OF 2010.
[Signature]
 PAUL E. HANLEY, JR.

[illegible]

NO POST OFFICE NECESSARY
IF MAILED IN THE UNITED STATES
A POSTAL SERVICE PERMIT
OFFICE IN NEW YORK, N.Y. 10001
POST OFFICE PERMIT NO. 1000
NEW YORK, N.Y. 10001
EXCEPT FOR PERIODICALS, ALL OTHER
MAIL MUST BE POSTED AT THE ADDRESSEE'S
RISK.

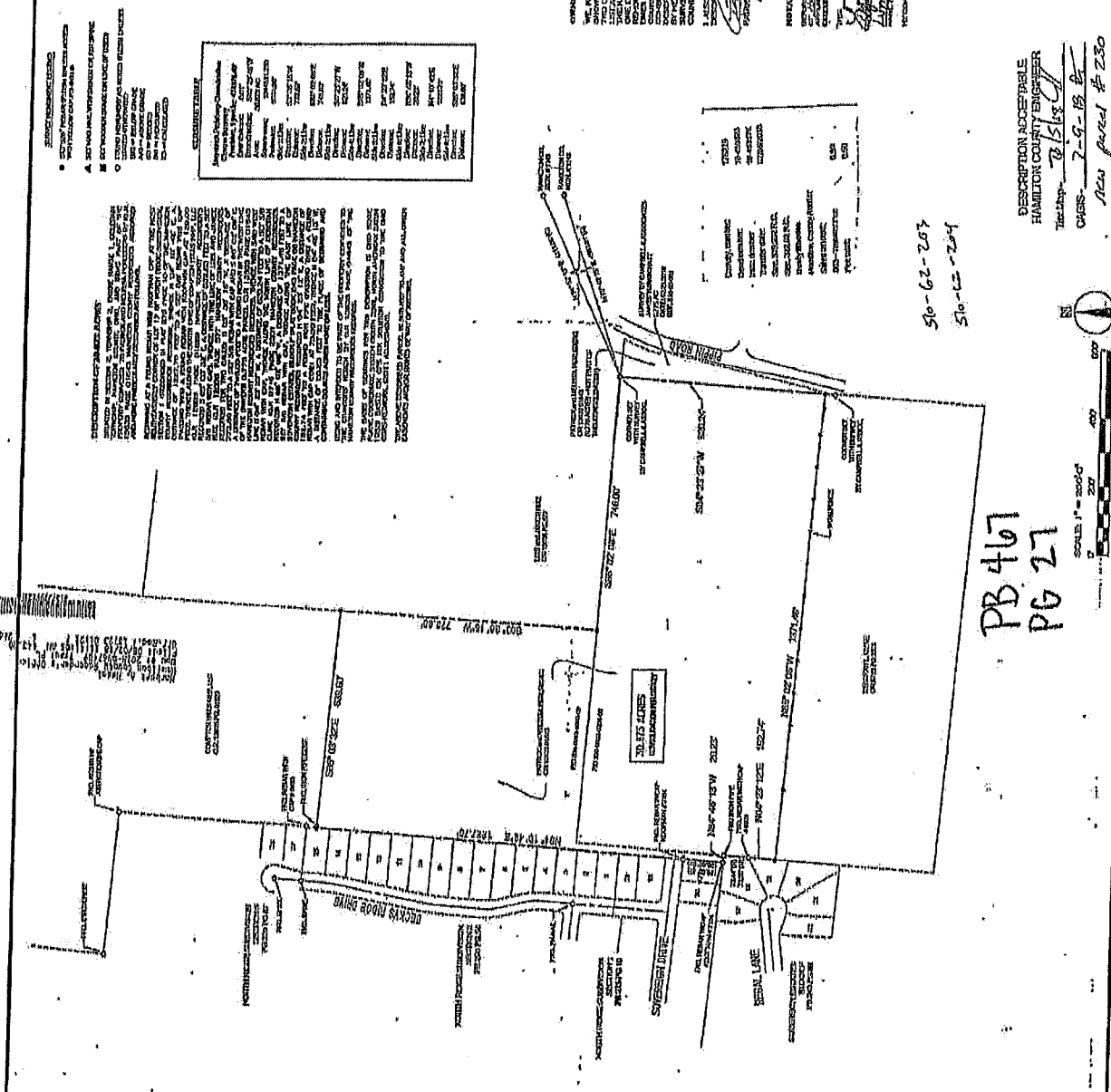
THE 354th DAY OF JULY 2010.

Debra A. Sings
Debra A. Sings
Lynn Ann Mingo
Lynn Ann Mingo
ALL OTHERS OF RECORD

10-13-2010

TYPES REQUIRED
 History Public, State of Ohio
 My Commission Expires 10-18-2020

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER
The date: 8/15/87
CAGIS: 7-9-13 B
New parcel # 230



PB 467
PG 27

EXHIBIT B
HOME BUILDER AGREEMENT



Cincinnati Division
9349 Waterstone Boulevard, Suite 100
Cincinnati, OH 45249
513.248.5400 OFFICE

3/3/22

RE: Home Builder for North Ridge Crossing

To Whom it May Concern,

M/I Homes of Cincinnati, LLC is pleased to acknowledge that we have a contract to purchase all 68 lots, on a quarterly basis, in the North Ridge Crossing Subdivision from the developer 4 Horizons Group, LLC. The contract provides for the developer 4 Horizon Group, LLC to develop (per the approved site plans) the finish lots fully developed, recorded and with addresses available for building permits. M/I Homes of Cincinnati, LLC would purchase lots, apply for building permits, build and sell the homes.

The home selections and marketing efforts will be similar to our ABBEYTOWN subdivision also in located in Colerain Township. This is best viewed on our ABBEYTOWN website by clicking on this link to: [ABBEYTOWN](#)

Please contact me with any questions.

Sincerely,

Brad Austing
VP LAND ACQUISITIONS

M/I Homes of Cincinnati, LLC | LAND
9349 Waterstone Blvd. | Suite 100 | Cincinnati, OH | 45249
www.mihomes.com/Cincinnati

Phone: (513) 833-2201
Mobile: (513) 503-9969
bausting@mihomes.com

Link to Abbeytown:

https://www.mihomes.com/new-homes/ohio/greater-cincinnati/cincinnati/abbeytown?utm_source=googlebusinessprofile&utm_campaign=product-community&utm_medium=organic&utm_content=text&utm_term=consumer&sc_campaign=8EA6D944390342DBA45B9FB2FCAEB3E0

EXHIBIT C
SCHOOL COMPENSATION AGREEMENT

TAX INCENTIVE AGREEMENT

This TAX INCENTIVE AGREEMENT (the "Agreement") made and entered into as of the 4th day of December, 2020 between the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, Hamilton County Ohio, a local school district and political subdivision of the State of Ohio (the "School District") and **COLERAIN TOWNSHIP**, Hamilton County, Ohio, a political subdivision of the State of Ohio, (the "Township").

WITNESSETH THAT:

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment to the Township in lieu of taxes ("Service Payments in Lieu of Taxes"), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property , but for the exemption from taxation; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, on June 23, 2020, the Township notified the School District of its intent to grant an exemption (the "TIF Exemption"), as authorized by Section 5709.73, Ohio Revised Code, for improvements to meet the needs of a certain area in the Township, including a new single-family development and related improvements, infrastructure, and traffic capacity (the "Improvements") to certain real property located within the boundaries of the Township and the School District, which real property is described in *Exhibit A* attached hereto and made a part hereof (the "Exempted Property" or "Northridge TIF District"), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the "Public Improvements") in order to induce the property owners to develop the Exempted Property; and

WHEREAS, as part of the TIF Exemption, the Board of Trustees of the Township intend to exempt from real property taxation one hundred percent (100%) of the Improvements for a period of thirty (30) years; and

WHEREAS, the Board of Education of the School District passed a resolution on July 20, 2020 (the "School District Resolution") approving the TIF Exemption on the condition that the

parties hereto enter into this Agreement pursuant to Resolution No. ____, which is attached hereto as *Exhibit B*;

WHEREAS, the Township has, pursuant to Resolution No. ⁴⁷⁻²⁰ of the Board of Trustees of the Township adopted August 25, 2020 (the "Township Resolution") granted the TIF Exemption and authorized the execution of this Agreement, which is attached hereto as *Exhibit C*; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Service Payments in Lieu of Taxes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

**SECTION 1. Approval of the TIF Exemption;
Compensation to School District while TIF Exemption in Effect.**

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the Improvements to the exempted Property for a period of up to thirty (30) years for a period of time described in Section 2 of the Township Resolution.

(b) During any year or any portion thereof in which the School District would have received property tax payments derived from the Exempted Property, but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes received from the owners of the Exempted Property an amount equal to one hundred percent (100%) of the additional amount of real property tax payments derived from the Improvements to the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption; provided, however, such compensation to the School District shall not include any amounts (or portions) attributable to the taxes identified under Section 5709.73(F) of the Ohio Revised Code (the "TIF Compensation"). In short, the School District will be made "whole" for any tax payments the School District would have been due from the Exempted Property including the Improvements but for the creation of the Northridge TIF District. TIF Compensation due under this subsection shall have priority over any other pledge of Service Payments in Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

(c) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted, provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount

of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Under no circumstances shall the total TIF Compensation due under Section 1(b) exceed the amount of the millage attributable to the School District on the tax duplicate times the assessed value of the Improvements.

(e) In determining the amount of the Service Payments in Lieu of Taxes required by the Township pursuant to Section 5709.74 of the Ohio Revised Code, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in value of the parcels from and after the date that the Township Resolution granting the TIF Exemption was adopted by the Township regardless of the date on which the exemption from real property taxation is certified to the Hamilton County Auditor by the Tax Commissioner of the State of Ohio.

SECTION 2. Certification of TIF Compensation Amount. Within thirty (30) days of receiving settlement information from the Township for each half of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the Treasurer of the School District shall certify the amount of the TIF Compensation to the Township in the form of an invoice; provided, however, failure of the Treasurer of the School District to make the certification of the TIF Compensation to the Township in a timely manner shall not serve as a waiver or rejection of the School District's right to receive TIF Compensation, nor shall it be a default hereunder.

SECTION 3. Payment of TIF Compensation. Within thirty (30) days after the Township Fiscal Officer distributes Service Payments in Lieu of Taxes with respect to the Exempted Property to the Township's Tax Increment Equivalent Fund and the Township Fiscal Officer provides certification as to the amount of the TIF Compensation, the Township shall pay to the School District, the amount of the TIF Compensation.

SECTION 4. Resolution of Disputes. In the event the Township disputes the amount of the TIF Compensation as certified by the Treasurer of the School District, the Township shall certify, by April 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation to be paid to the School District. Within 10 days thereafter, the Treasurer of the School District and the Township Fiscal Officer or Administrator shall meet with the Hamilton County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer of the School District and the Township Fiscal Officer or

Administrator are unable to mutually agree on the amount of TIF Compensation, the County Auditor shall determine and certify the amount of the TIF Compensation. The Township shall then pay such amount within 15 days thereafter; provided that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Board of Education of the Northwest
Local School District
3240 Banning Road
Cincinnati, OH 45239
Attn: Treasurer

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251
Attn: Township Administrator

SECTION 6. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Service Payments in Lieu of Taxes as a result of the TIF Exemption are in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

SECTION 7. Waiver. No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 8. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 9. Binding Nature. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

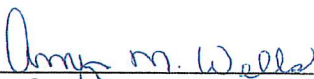
SECTION 10. Severability. Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 11. Counterparts; Captions. This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 12. Filing of Agreement. The Fiscal Officer of Colerain Township, Hamilton County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

IN WITNESS WHEREOF, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

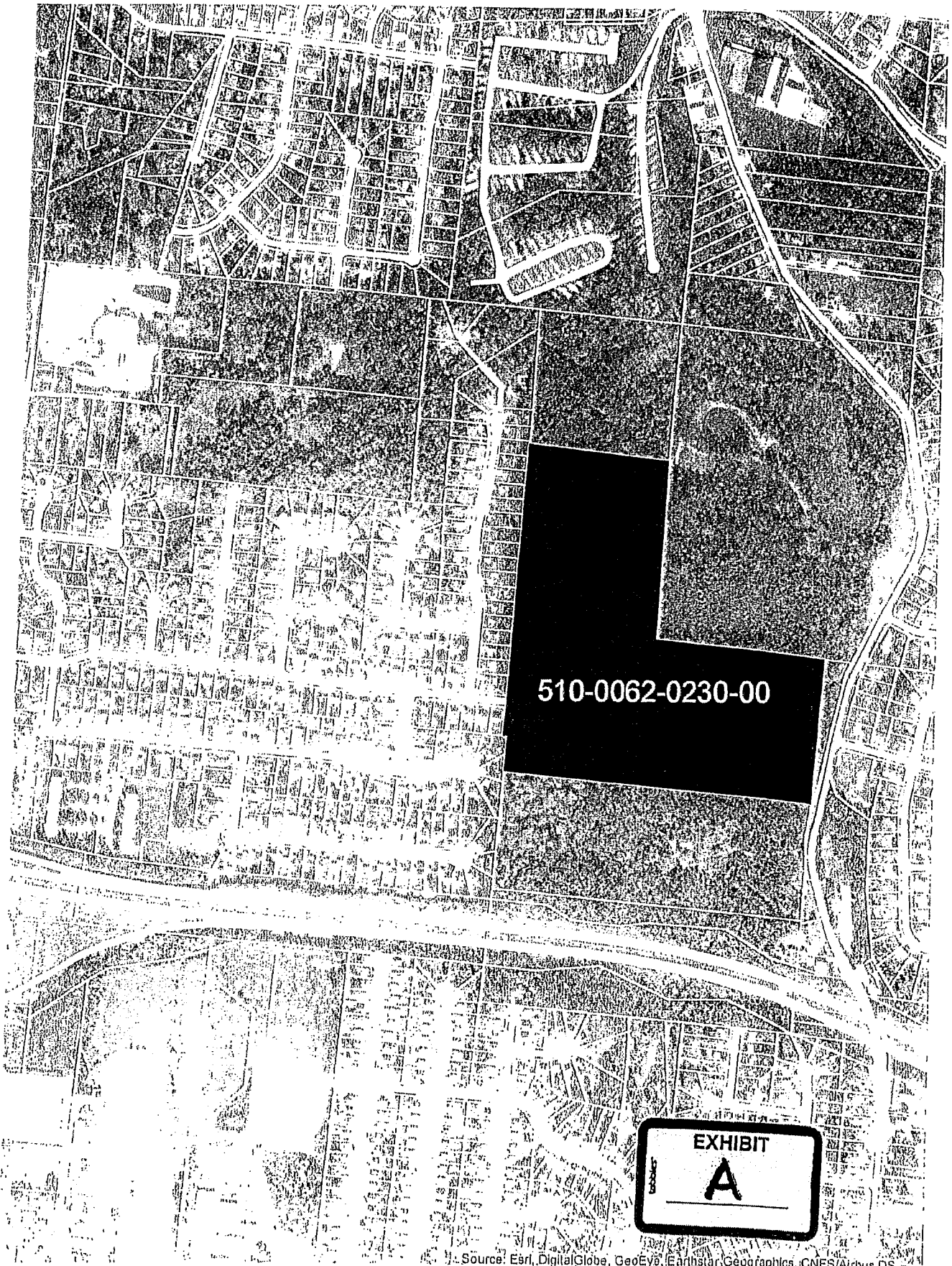
BOARD OF EDUCATION OF THE
NORTHWEST LOCAL SCHOOL DISTRICT

By: 
Name: Amy M. Wells
Title: CFO/Treasurer

COLERAIN TOWNSHIP,
HAMILTON COUNTY, OHIO

By: 
Name: Jeff H.
Title: Township Administrator

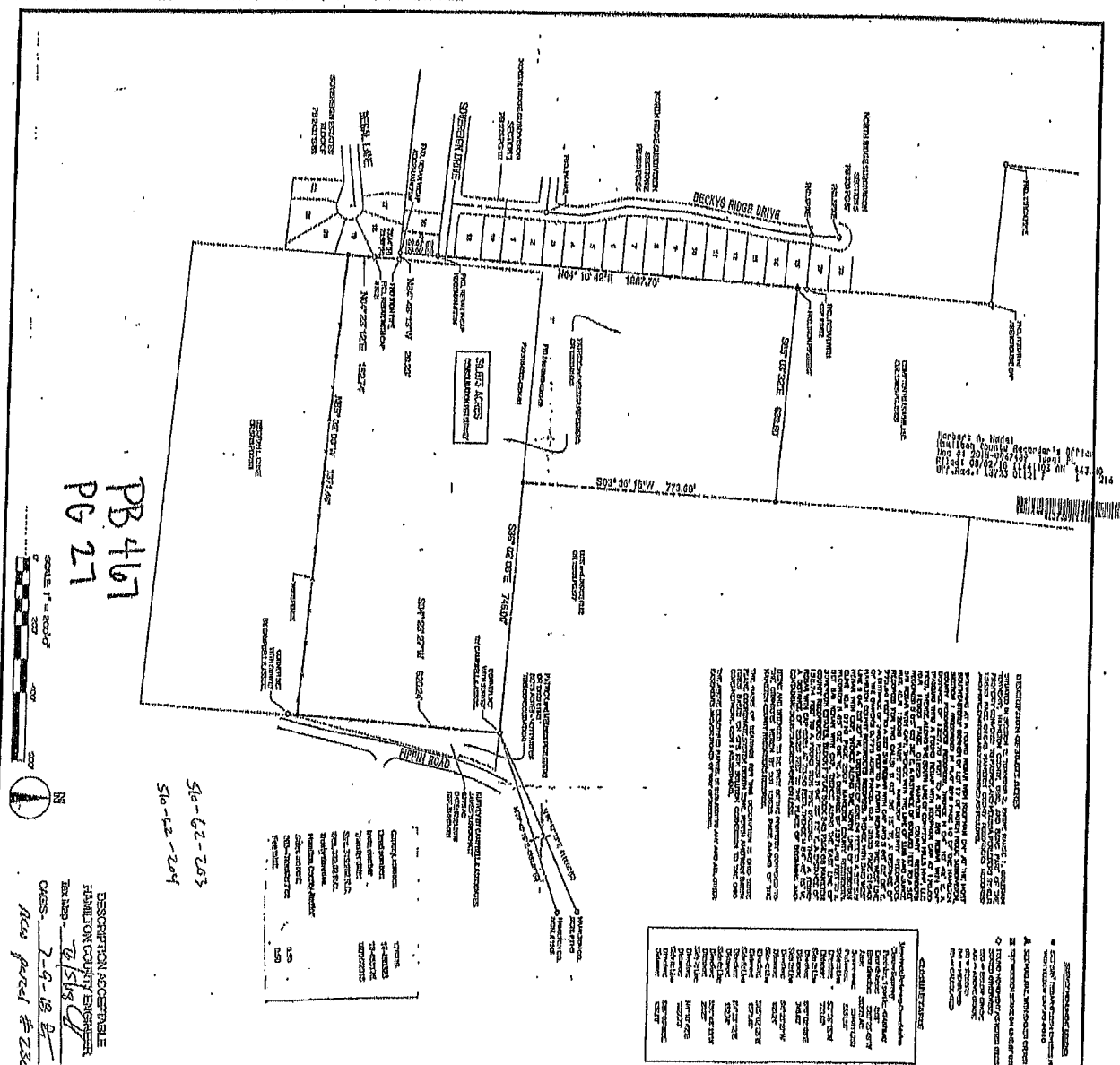
EXHIBIT A
PARCEL #510-0062-0230-00



510-0062-0230-00

EXHIBIT

A



DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER
Tax Map - 2/15/88
CHAS - 7-9-18 By
New parcel # 230

510-62-203
510-62-204

UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

TO : SAC, NEW YORK (100-388610)
FROM : SAC, NEW YORK (100-388610) (P)
SUBJECT: [REDACTED]
RE: [REDACTED]

1. [REDACTED] (P) (U) (S) (C) (D) (I) (E) (F) (G) (H) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (AB) (AC) (AD) (AE) (AF) (AG) (AH) (AI) (AJ) (AK) (AL) (AM) (AN) (AO) (AP) (AQ) (AR) (AS) (AT) (AU) (AV) (AW) (AX) (AY) (AZ) (BA) (BB) (BC) (BD) (BE) (BF) (BG) (BH) (BI) (BJ) (BK) (BL) (BM) (BN) (BO) (BP) (BQ) (BR) (BS) (BT) (BU) (BV) (BW) (BX) (BY) (BZ) (CA) (CB) (CC) (CD) (CE) (CF) (CG) (CH) (CI) (CJ) (CK) (CL) (CM) (CN) (CO) (CP) (CQ) (CR) (CS) (CT) (CU) (CV) (CW) (CX) (CY) (CZ) (DA) (DB) (DC) (DD) (DE) (DF) (DG) (DH) (DI) (DJ) (DK) (DL) (DM) (DN) (DO) (DP) (DQ) (DR) (DS) (DT) (DU) (DV) (DW) (DX) (DY) (DZ) (EA) (EB) (EC) (ED) (EE) (EF) (EG) (EH) (EI) (EJ) (EK) (EL) (EM) (EN) (EO) (EP) (EQ) (ER) (ES) (ET) (EU) (EV) (EW) (EX) (EY) (EZ) (FA) (FB) (FC) (FD) (FE) (FF) (FG) (FH) (FI) (FJ) (FK) (FL) (FM) (FN) (FO) (FP) (FQ) (FR) (FS) (FT) (FU) (FV) (FW) (FX) (FY) (FZ) (GA) (GB) (GC) (GD) (GE) (GF) (GG) (GH) (GI) (GJ) (GK) (GL) (GM) (GN) (GO) (GP) (GQ) (GR) (GS) (GT) (GU) (GV) (GW) (GX) (GY) (GZ) (HA) (HB) (HC) (HD) (HE) (HF) (HG) (HH) (HI) (HJ) (HK) (HL) (HM) (HN) (HO) (HP) (HQ) (HR) (HS) (HT) (HU) (HV) (HW) (HX) (HY) (HZ) (IA) (IB) (IC) (ID) (IE) (IF) (IG) (IH) (II) (IJ) (IK) (IL) (IM) (IN) (IO) (IP) (IQ) (IR) (IS) (IT) (IU) (IV) (IW) (IX) (IY) (IZ) (JA) (JB) (JC) (JD) (JE) (JF) (JG) (JH) (JI) (JJ) (JK) (JL) (JM) (JN) (JO) (JP) (JQ) (JR) (JS) (JT) (JU) (JV) (JW) (JX) (JY) (JZ) (KA) (KB) (KC) (KD) (KE) (KF) (KG) (KH) (KI) (KJ) (KK) (KL) (KM) (KN) (KO) (KP) (KQ) (KR) (KS) (KT) (KU) (KV) (KW) (KX) (KY) (KZ) (LA) (LB) (LC) (LD) (LE) (LF) (LG) (LH) (LI) (LJ) (LK) (LL) (LM) (LN) (LO) (LP) (LQ) (LR) (LS) (LT) (LU) (LV) (LW) (LX) (LY) (LZ) (MA) (MB) (MC) (MD) (ME) (MF) (MG) (MH) (MI) (MJ) (MK) (ML) (MM) (MN) (MO) (MP) (MQ) (MR) (MS) (MT) (MU) (MV) (MW) (MX) (MY) (MZ) (NA) (NB) (NC) (ND) (NE) (NF) (NG) (NH) (NI) (NJ) (NK) (NL) (NM) (NN) (NO) (NP) (NQ) (NR) (NS) (NT) (NU) (NV) (NW) (NX) (NY) (NZ) (OA) (OB) (OC) (OD) (OE) (OF) (OG) (OH) (OI) (OJ) (OK) (OL) (OM) (ON) (OO) (OP) (OQ) (OR) (OS) (OT) (OU) (OV) (OW) (OX) (OY) (OZ) (PA) (PB) (PC) (PD) (PE) (PF) (PG) (PH) (PI) (PJ) (PK) (PL) (PM) (PN) (PO) (PP) (PQ) (PR) (PS) (PT) (PU) (PV) (PW) (PX) (PY) (PZ) (QA) (QB) (QC) (QD) (QE) (QF) (QG) (QH) (QI) (QJ) (QK) (QL) (QM) (QN) (QO) (QP) (QQ) (QR) (QS) (QT) (QU) (QV) (QW) (QX) (QY) (QZ) (RA) (RB) (RC) (RD) (RE) (RF) (RG) (RH) (RI) (RJ) (RK) (RL) (RM) (RN) (RO) (RP) (RQ) (RR) (RS) (RT) (RU) (RV) (RW) (RX) (RY) (RZ) (SA) (SB) (SC) (SD) (SE) (SF) (SG) (SH) (SI) (SJ) (SK) (SL) (SM) (SN) (SO) (SP) (SQ) (SR) (SS) (ST) (SU) (SV) (SW) (SX) (SY) (SZ) (TA) (TB) (TC) (TD) (TE) (TF) (TG) (TH) (TI) (TJ) (TK) (TL) (TM) (TN) (TO) (TP) (TQ) (TR) (TS) (TT) (TU) (TV) (TW) (TX) (TY) (TZ) (UA) (UB) (UC) (UD) (UE) (UF) (UG) (UH) (UI) (UJ) (UK) (UL) (UM) (UN) (UO) (UP) (UQ) (UR) (US) (UT) (UU) (UV) (UW) (UX) (UY) (UZ) (VA) (VB) (VC) (VD) (VE) (VF) (VG) (VH) (VI) (VJ) (VK) (VL) (VM) (VN) (VO) (VP) (VQ) (VR) (VS) (VT) (VU) (VV) (VW) (VX) (VY) (VZ) (WA) (WB) (WC) (WD) (WE) (WF) (WG) (WH) (WI) (WJ) (WK) (WL) (WM) (WN) (WO) (WP) (WQ) (WR) (WS) (WT) (WU) (WV) (WW) (WX) (WY) (WZ) (XA) (XB) (XC) (XD) (XE) (XF) (XG) (XH) (XI) (XJ) (XK) (XL) (XM) (XN) (XO) (XP) (XQ) (XR) (XS) (XT) (XU) (XV) (XW) (XX) (XY) (XZ) (YA) (YB) (YC) (YD) (YE) (YF) (YG) (YH) (YI) (YJ) (YK) (YL) (YM) (YN) (YO) (YP) (YQ) (YR) (YS) (YT) (YU) (YV) (YW) (YX) (YZ) (ZA) (ZB) (ZC) (ZD) (ZE) (ZF) (ZG) (ZH) (ZI) (ZJ) (ZK) (ZL) (ZM) (ZN) (ZO) (ZP) (ZQ) (ZR) (ZS) (ZT) (ZU) (ZV) (ZW) (ZX) (ZY) (ZZ)

2. [REDACTED] (P) (U) (S) (C) (D) (I) (E) (F) (G) (H) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (AB) (AC) (AD) (AE) (AF) (AG) (AH) (AI) (AJ) (AK) (AL) (AM) (AN) (AO) (AP) (AQ) (AR) (AS) (AT) (AU) (AV) (AW) (AX) (AY) (AZ) (BA) (BB) (BC) (BD) (BE) (BF) (BG) (BH) (BI) (BJ) (BK) (BL) (BM) (BN) (BO) (BP) (BQ) (BR) (BS) (BT) (BU) (BV) (BW) (BX) (BY) (BZ) (CA) (CB) (CC) (CD) (CE) (CF) (CG) (CH) (CI) (CJ) (CK) (CL) (CM) (CN) (CO) (CP) (CQ) (CR) (CS) (CT) (CU) (CV) (CW) (CX) (CY) (CZ) (DA) (DB) (DC) (DD) (DE) (DF) (DG) (DH) (DI) (DJ) (DK) (DL) (DM) (DN) (DO) (DP) (DQ) (DR) (DS) (DT) (DU) (DV) (DW) (DX) (DY) (DZ) (EA) (EB) (EC) (ED) (EE) (EF) (EG) (EH) (EI) (EJ) (EK) (EL) (EM) (EN) (EO) (EP) (EQ) (ER) (ES) (ET) (EU) (EV) (EW) (EX) (EY) (EZ) (FA) (FB) (FC) (FD) (FE) (FF) (FG) (FH) (FI) (FJ) (FK) (FL) (FM) (FN) (FO) (FP) (FQ) (FR) (FS) (FT) (FU) (FV) (FW) (FX) (FY) (FZ) (GA) (GB) (GC) (GD) (GE) (GF) (GG) (GH) (GI) (GJ) (GK) (GL) (GM) (GN) (GO) (GP) (GQ) (GR) (GS) (GT) (GU) (GV) (GW) (GX) (GY) (GZ) (HA) (HB) (HC) (HD) (HE) (HF) (HG) (HH) (HI) (HJ) (HK) (HL) (HM) (HN) (HO) (HP) (HQ) (HR) (HS) (HT) (HU) (HV) (HW) (HX) (HY) (HZ) (IA) (IB) (IC) (ID) (IE) (IF) (IG) (IH) (II) (IJ) (IK) (IL) (IM) (IN) (IO) (IP) (IQ) (IR) (IS) (IT) (IU) (IV) (IW) (IX) (IY) (IZ) (JA) (JB) (JC) (JD) (JE) (JF) (JG) (JH) (JI) (JJ) (JK) (JL) (JM) (JN) (JO) (JP) (JQ) (JR) (JS) (JT) (JU) (JV) (JW) (JX) (JY) (JZ) (KA) (KB) (KC) (KD) (KE) (KF) (KG) (KH) (KI) (KJ) (KK) (KL) (KM) (KN) (KO) (KP) (KQ) (KR) (KS) (KT) (KU) (KV) (KW) (KX) (KY) (KZ) (LA) (LB) (LC) (LD) (LE) (LF) (LG) (LH) (LI) (LJ) (LK) (LL) (LM) (LN) (LO) (LP) (LQ) (LR) (LS) (LT) (LU) (LV) (LW) (LX) (LY) (LZ) (MA) (MB) (MC) (MD) (ME) (MF) (MG) (MH) (MI) (MJ) (MK) (ML) (MM) (MN) (MO) (MP) (MQ) (MR) (MS) (MT) (MU) (MV) (MW) (MX) (MY) (MZ) (NA) (NB) (NC) (ND) (NE) (NF) (NG) (NH) (NI) (NJ) (NK) (NL) (NM) (NN) (NO) (NP) (NQ) (NR) (NS) (NT) (NU) (NV) (NW) (NX) (NY) (NZ) (OA) (OB) (OC) (OD) (OE) (OF) (OG) (OH) (OI) (OJ) (OK) (OL) (OM) (ON) (OO) (OP) (OQ) (OR) (OS) (OT) (OU) (OV) (OW) (OX) (OY) (OZ) (PA) (PB) (PC) (PD) (PE) (PF) (PG) (PH) (PI) (PJ) (PK) (PL) (PM) (PN) (PO) (PP) (PQ) (PR) (PS) (PT) (PU) (PV) (PW) (PX) (PY) (PZ) (QA) (QB) (QC) (QD) (QE) (QF) (QG) (QH) (QI) (QJ) (QK) (QL) (QM) (QN) (QO) (QP) (QQ) (QR) (QS) (QT) (QU) (QV) (QW) (QX) (QY) (QZ) (RA) (RB) (RC) (RD) (RE) (RF) (RG) (RH) (RI) (RJ) (RK) (RL) (RM) (RN) (RO) (RP) (RQ) (RR) (RS) (RT) (RU) (RV) (RW) (RX) (RY) (RZ) (SA) (SB) (SC) (SD) (SE) (SF) (SG) (SH) (SI) (SJ) (SK) (SL) (SM) (SN) (SO) (SP) (SQ) (SR) (SS) (ST) (SU) (SV) (SW) (SX) (SY) (SZ) (TA) (TB) (TC) (TD) (TE) (TF) (TG) (TH) (TI) (TJ) (TK) (TL) (TM) (TN) (TO) (TP) (TQ) (TR) (TS) (TT) (TU) (TV) (TW) (TX) (TY) (TZ) (UA) (UB) (UC) (UD) (UE) (UF) (UG) (UH) (UI) (UJ) (UK) (UL) (UM) (UN) (

MEMBER SERVING THE BEST OF MY
ACCOMPLISHED INTERPRETATION AND BELIEVE THAT THE
OF A STRONG WARE AND THE CORRECT METHOD
ACCOMPLISHED WITH GOOD ADMINISTRATIVE CODE
FINDING AS STORM.

SIGNED: DAY OF
19 20
POLICE MASTER: IS BEING

Herbert A. Haddad
Hillsborough County Recorder's Office
Nov 4 2018 09:47:33 Tampa, FL
Filed: 08/02/18 11:14:10 AM
Off. Rec. # 13733 011217 43.00
216

[illegible][illegible]

CONSOLIDATION SURVEY
PATRICK and MELISSA PERLBERG
PLAT FOR A CONSOLIDATION OF
PERLBERG PROPERTIES
T WEST END OF SOVEREIGN DRIVE
SECTION 2, TOWNSHIP 2, ENTIRE RANGES 1
MAIN TOWNSHIP, HAMILTON COUNTY, OHIO

DATE: 06/29/18
DESIGNED BY: FOR
CHECKED BY: FOR
APPROVED BY:
PROJECT # : ADDITION

PAGE: 1

© Copyright
These plans and specifications are
unpublished hardware of
Brazo Engineering, Inc. Any use
or reproduction of these documents
without our permission is
Brazo Engineering, Inc.
is prohibited.

07-03-66

HREZO

Engineering, Inc.

Serving Customers
By Engineering Services
In The Following Areas:
Construction •
Consulting •
Design •
Surveying •
Testing •
Construction Management

CREENDALE
RDS Realty Assoc.
Greenville, SC 29605
(803) 752-1100

MADISON
448 Meadow Lane
Nashville, TN 37220
(615) 259-7777

TP 800-251-5897

EXHIBIT B

The Board of Education of the Northwest Local School District, Counties of Hamilton and Butler, Ohio, met in Regular session at 6:30 o'clock p.m. on the 20th day of July, 2020, at the Board Office, Hamilton County, Ohio, with the following members present:

Mark Gilbert, Jim Detzel, Joe Yoshimura, Matt Tietz & Pam Detzel

Absent: N/A

Pam Detzel moved the adoption of the following resolution:

NORTHWEST LOCAL SCHOOL DISTRICT

RESOLUTION NO. 2020

**RESOLUTION APPROVING THE GRANTING OF A
TAX INCREMENT FINANCING EXEMPTION.**

WHEREAS, pursuant to Section 5709.73(D) of the Ohio Revised Code, the Board of Education (the "Board") of the Northwest Local School District (the "School District"), received notice dated June 23, 2020 (the "TIF Notice"), of the intent of Colerain Township, Hamilton County, Ohio (the "Township") to adopt a resolution, a copy of which is attached hereto, declaring improvements to certain parcels of real property located in the Township and identified on *Exhibit A* attached hereto (the "Exempted Property") to be a public purpose; and

WHEREAS, pursuant to the TIF Notice, the Township expects the Exempted Property to be developed to meet the needs of a certain area in the Township, which development is expected to deliver certain improvements, including a new single-family development and related improvements, infrastructure, and traffic capacity (the "Improvements"); and

WHEREAS, the intent of declaring the Improvements to be located on the Exempted Property to be a public purpose is to provide for the exemption (the "TIF Exemption") of up to one hundred percent (100%) (the "Exemption Percentage") of the value of such improvements for a period of thirty (30) years, expected to commence on January 1, 2021 and ending on the earlier of December 31, 2050, or the date upon which the infrastructure improvements (the "Public Infrastructure Improvements") to be constructed by or on behalf of the Township and which will benefit the Exempted Property have been paid in full; and

WHEREAS, the Township intends to require the owners of the Exempted Property, pursuant to Section 5709.74 of the Ohio Revised Code, to make annual service payments in lieu of taxes to be used to pay for the Public Infrastructure Improvements; and

WHEREAS, Sections 5709.73(D) and 5709.82(B)(1) of the Ohio Revised Code permit the Township Board of Trustees and the Board of the School District to enter into an agreement (a "Tax Incentive Agreement") in order to compensate the School District for property taxes lost as a result of the TIF Exemption;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education (the "Board") of the Northwest Local School District, Counties of Hamilton and Butler, Ohio, that:

SECTION 1. Based upon the declaration of the Township Board of Trustees, this Board hereby declares the Improvements a public purpose. Further, this Board approves the exemption of one hundred percent (100%) of the increased value of the Exempted Property, pursuant to Section 5709.73(B) of the Ohio Revised Code, for up to thirty (30) years, on the condition that the Township Board of Trustees and this Board enter into the Tax Incentive Agreement (a form of which is attached as *Exhibit B* hereto), providing, among other things, for compensation to the School District during any year, or any portion thereof, in an annual amount equal to one hundred percent (100%) of the additional amount of real property tax payments derived from the Exempted Property that the School District would have received from improvements to the Exempted Property but for the TIF Exemption pursuant to the terms of the Tax incentive Agreement; provided, however, such compensation to the School District shall not include any amounts (or portions) attributable to the taxes identified under Section 5709.73(F) of the Ohio Revised Code.

SECTION 2. The Tax Incentive Agreement, in the form attached hereto, is hereby approved and authorized, and shall be executed on behalf of this Board by the Treasurer and shall be substantially in the form presented to this Board, with such changes, not inconsistent with this resolution, as shall be agreed to by the Treasurer and the Board's legal counsel. The Treasurer's execution of the Tax Incentive Agreement on behalf of this Board shall be conclusive evidence of the School District's approval of the TIF Exemption. Any member of this Board and/or the Treasurer, collectively or in any combination, are hereby authorized to take any and all actions necessary to further effectuate the TIF Exemption.

SECTION 3. Provided the Tax Incentive Agreement is entered into, the School District hereby waives compliance with the notice requirements of Sections 5709.73(D) and 5709.83(A) of the Ohio Revised Code, but solely with respect to the Exempted Property.

SECTION 4. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This resolution shall be in full force and effect from and immediately upon its adoption.

[Remainder of page intentionally left blank]

Jim Detzel seconded the motion and the roll being called upon the question of adoption of the resolution, the vote resulted as follows:

AYE: 5

NAY: 0

ADOPTED this 20th day of July, 2020.

Amy M. Wells

Treasurer

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true copy of a resolution adopted at a meeting held on the 20th day of July, 2020, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

Amy M. Wells

Treasurer

EXHIBIT A
EXEMPTED PROPERTY



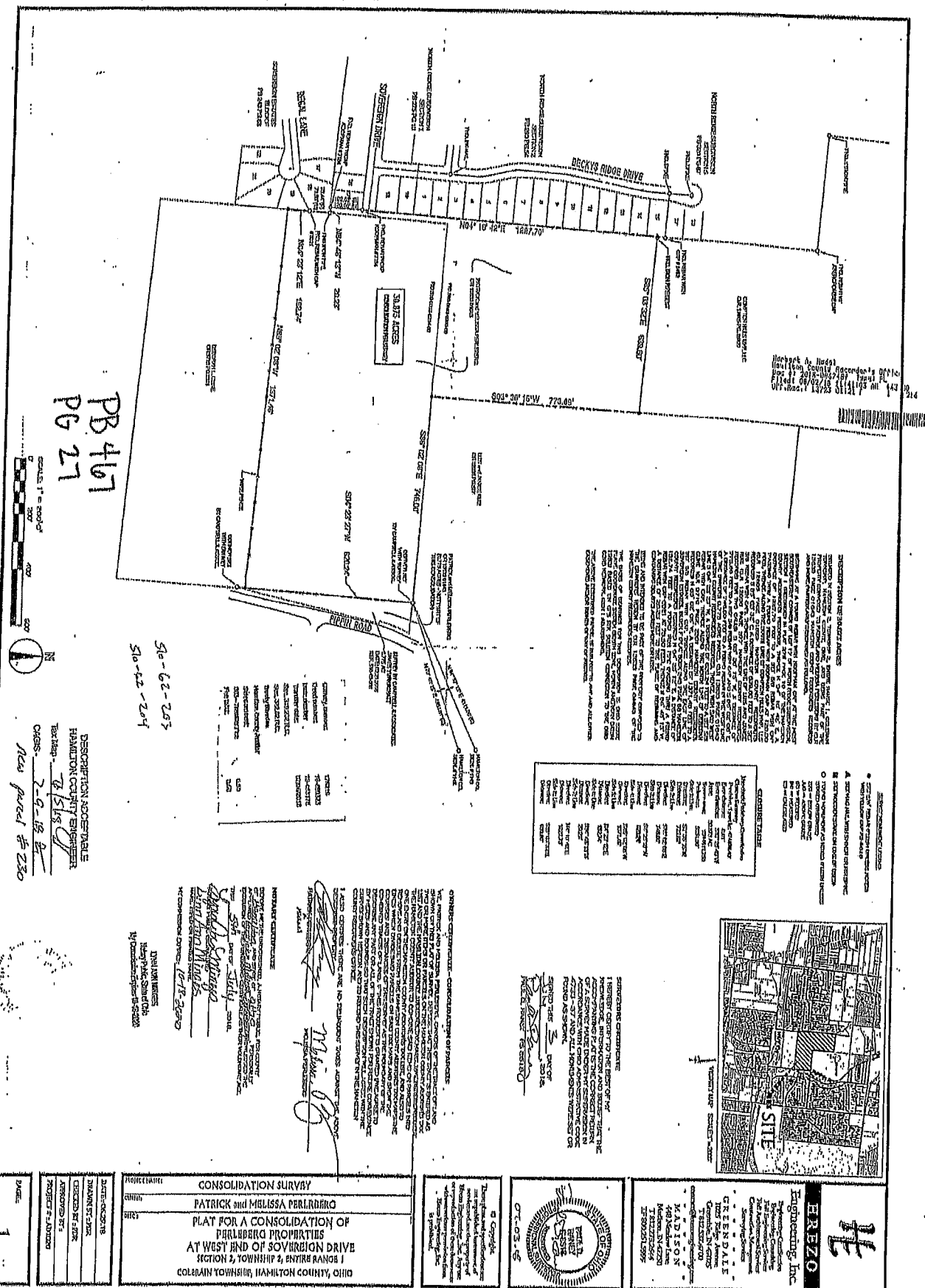


EXHIBIT B
FORM OF TAX INCENTIVE AGREEMENT

[SEE ATTACHED]

TAX INCENTIVE AGREEMENT

This **TAX INCENTIVE AGREEMENT** (the "Agreement") made and entered into as of the 20th day of July, 2020 between the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, Hamilton County Ohio, a local school district and political subdivision of the State of Ohio (the "School District") and **COLERAIN TOWNSHIP**, Hamilton County, Ohio, a political subdivision of the State of Ohio, (the "Township").

WITNESSETH THAT:

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment to the Township in lieu of taxes ("Service Payments in Lieu of Taxes"), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, on June 23, 2020, the Township notified the School District of its intent to grant an exemption (the "TIF Exemption"), as authorized by Section 5709.73, Ohio Revised Code, for improvements to meet the needs of a certain area in the Township, including a new single-family development and related improvements, infrastructure, and traffic capacity (the "Improvements") to certain real property located within the boundaries of the Township and the School District, which real property is described in *Exhibit A* attached hereto and made a part hereof (the "Exempted Property" or "Northridge TIF District"), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the "Public Improvements") in order to induce the property owners to develop the Exempted Property; and

WHEREAS, as part of the TIF Exemption, the Board of Trustees of the Township intend to exempt from real property taxation one hundred percent (100%) of the Improvements for a period of thirty (30) years; and

WHEREAS, the Board of Education of the School District passed a resolution on July 20, 2020 (the "School District Resolution") approving the TIF Exemption on the condition that the

parties hereto enter into this Agreement pursuant to Resolution No. ____, which is attached hereto as *Exhibit B*;

WHEREAS, the Township has, pursuant to Resolution No. ____ of the Board of Trustees of the Township adopted August 25, 2020 (the "Township Resolution") granted the TIF Exemption and authorized the execution of this Agreement, which is attached hereto as *Exhibit C*; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Service Payments in Lieu of Taxes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

SECTION 1. Approval of the TIF Exemption; Compensation to School District while TIF Exemption in Effect.

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the Improvements to the exempted Property for a period of up to thirty (30) years for a period of time described in Section 2 of the Township Resolution.

(b) During any year or any portion thereof in which the School District would have received property tax payments derived from the Exempted Property, but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments in Lieu of Taxes received from the owners of the Exempted Property an amount equal to one hundred percent (100%) of the additional amount of real property tax payments derived from the Improvements to the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption; provided, however, such compensation to the School District shall not include any amounts (or portions) attributable to the taxes identified under Section 5709.73(F) of the Ohio Revised Code (the "TIF Compensation"). In short, the School District will be made "whole" for any tax payments the School District would have been due from the Exempted Property including the Improvements but for the creation of the Northridge TIF District. TIF Compensation due under this subsection shall have priority over any other pledge of Service Payments in Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

(c) In the event that any one or more property owners fail to remit a Service Payment in Lieu of Taxes on or before its due date as determined by applicable statutes, the Township is not required to make a compensation payment to the School District for the amount not remitted, provided, however, that the Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future TIF Compensation amount due to the School District. Any collected amounts so included may be offset by a prorated amount

of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Under no circumstances shall the total TIF Compensation due under Section 1(b) exceed the amount of the millage attributable to the School District on the tax duplicate times the assessed value of the Improvements.

(e) In determining the amount of the Service Payments in Lieu of Taxes required by the Township pursuant to Section 5709.74 of the Ohio Revised Code, it is expressly agreed and relied upon that the value of the Exempted Property which shall be exempt under Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in value of the parcels from and after the date that the Township Resolution granting the TIF Exemption was adopted by the Township regardless of the date on which the exemption from real property taxation is certified to the Hamilton County Auditor by the Tax Commissioner of the State of Ohio.

SECTION 2. Certification of TIF Compensation Amount. Within thirty (30) days of receiving settlement information from the Township for each half of each year during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Exempted Property, the Treasurer of the School District shall certify the amount of the TIF Compensation to the Township in the form of an invoice; provided, however, failure of the Treasurer of the School District to make the certification of the TIF Compensation to the Township in a timely manner shall not serve as a waiver or rejection of the School District's right to receive TIF Compensation, nor shall it be a default hereunder.

SECTION 3. Payment of TIF Compensation. Within thirty (30) days after the Township Fiscal Officer distributes Service Payments in Lieu of Taxes with respect to the Exempted Property to the Township's Tax Increment Equivalent Fund and the Township Fiscal Officer provides certification as to the amount of the TIF Compensation, the Township shall pay to the School District, the amount of the TIF Compensation.

SECTION 4. Resolution of Disputes. In the event the Township disputes the amount of the TIF Compensation as certified by the Treasurer of the School District, the Township shall certify, by April 1 and October 1, with respect to the first and second-half property tax settlements, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation to be paid to the School District. Within 10 days thereafter, the Treasurer of the School District and the Township Fiscal Officer or Administrator shall meet with the Hamilton County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer of the School District and the Township Fiscal Officer or Administrator are unable to mutually agree on the amount of TIF Compensation, the County Auditor shall determine and certify the amount of the TIF Compensation. The Township shall then pay such amount within 15 days thereafter; provided that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Board of Education of the Northwest
Local School District
3240 Banning Road
Cincinnati, OH 45239
Attn: Treasurer

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251
Attn: Township Administrator

SECTION 6. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any Service Payments in Lieu of Taxes as a result of the TIF Exemption are in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

SECTION 7. Waiver. No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 8. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 9. Binding Nature. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

SECTION 10. Severability. Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 11. Counterparts; Captions. This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 12. Filing of Agreement. The Fiscal Officer of Colerain Township, Hamilton County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

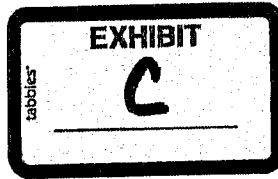
IN WITNESS WHEREOF, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

**BOARD OF EDUCATION OF THE
NORTHWEST LOCAL SCHOOL DISTRICT**

By: Amy M. Wells
Name: Amy M. Wells
Title: CFO/Treasurer

**COLERAIN TOWNSHIP,
HAMILTON COUNTY, OHIO**

By: _____
Name: _____
Title: _____



The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 25th day of August, 2020, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Raj Rajagopal, Matthew Wahlert

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

RESOLUTION NO.: 47-20

RESOLUTION DECLARING TO BE PUBLIC PURPOSE CERTAIN PUBLIC IMPROVEMENTS WHICH ARE NECESSARY FOR THE FURTHER DEVELOPMENT OF CERTAIN PARCELS WITHIN THE TOWNSHIP AND AUTHORIZING THE EXECUTION OF A TAX INCENTIVE AGREEMENT AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73 et seq. of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing ("TIF") which can include the creation of TIF district under Section 5709.73(C)(1) of the Ohio Revised Code; and

WHEREAS, the Board of Trustees (the "Board") wishes to use the authority granted pursuant to such Sections in connection with certain improvements in the Township in order to meet the needs of the area, including a new single-family development and related improvements, infrastructure, and traffic capacity (the "Improvements"); and

WHEREAS, the proposed TIF district will include parcel #510-0062-0230-00 with the continuous boundary of less than three hundred acres as delineated in the map of the proposed TIF district (the "TIF District") and property as described in *Exhibit A* attached hereto (such parcel will hereinafter be referred to as the "Northridge TIF District Site"); and

WHEREAS, the Board conducted a public hearing on this Resolution on July 14, 2020, and caused proper notice of the aforementioned public hearing to be sent to every real property owner whose property is located within the boundaries of the proposed TIF District in compliance with Section 5709.73(C)(2) of the Ohio Revised Code; and

WHEREAS, the Board has caused notice to be given to the Board of Education of the Northwest Local School District (the "Northwest Local School District") and Butler Technology and Career Development Schools ("Butler Tech") in compliance with Section 5709.73(D) of the Ohio Revised Code of the Board's intention to consider this Resolution for adoption and that the Board and the Northwest Local School District have agreed to enter into a Tax Incentive Agreement providing for compensation to the School District for certain property which is exempted under Section 5709.73(C)(1) of the Ohio Revised Code. The Northwest Local School District has by resolution adopted on July 20, 2020 approved the TIF District and the exemption of the Improvements for 30 years up to 100% for the property described in *Exhibit A* attached hereto and both the Northwest Local School District and Butler Tech have waived any right to the

forty-five (45) business days' notice prior to the adoption of this Resolution pursuant to ORC 5709.73(D); and

WHEREAS, the Board has caused notice to be given to the Hamilton County Board of County Commissioners in compliance with Section 5709.73(E) of the Ohio Revised Code of the Board's intention to consider this Resolution for adoption and that a majority of the Hamilton County Board of County Commissioners have not objected to the number of years or percentage of improvement to be exempted set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Colerain Township, County of Hamilton, State of Ohio:

1. That the Board hereby finds and declares that certain public improvements (the "Public Improvements") in the Township, to wit: the planning, design and construction of public street improvements including pavements, walkways, traffic control devices, landscaping and alterations to existing streets; the planning, design and construction of a specific project being a bridge(s) connecting the TIF District to Pippin Road; the planning, design and construction of utilities including, but not limited to, water facilities, sanitary sewers, gas mains, electric facilities, communication facilities, safety services, including police and fire personnel and/or apparatus, storm water sewers and retention/detention facilities; the planning, design and construction of public safety, park and recreation facilities; the furtherance of economic development within the Township, including but not limited to the purchase and/or improvement of property; the preparation of plans for land use in the area; the creation or enhancement of buffer areas and open areas necessary for ensuring the compatibility of adjacent land uses; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the Public Improvements listed above, as well as the Improvements, are a public purpose and that the Public Improvements and the Improvements are necessary for the further development of the Northridge TIF District Site, which parcel is located in an unincorporated area of the township, and for the creation of infrastructure, increasing property values, and the improvement of traffic flow and provision of public services in Colerain Township.
2. That pursuant to Section 5709.73 of the Ohio Revised Code, 100% of the Improvements to the parcel in the Northridge TIF District Site occurring after the date of this Resolution are exempt from real property taxation commencing on the effective date of this Resolution and ending on the earlier of (1) December 31, 2050 or (2) the date on which the specific Public Improvements that will benefit the Northridge TIF District Site are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be one hundred percent (100%) of the assessed value of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Northridge TIF District Site.
3. That pursuant to Section 5709.74 of the Ohio Revised Code, the owner or the owners of property within the Northridge TIF District Site shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Hamilton County Treasurer on or before the final dates for payment of real property taxes until the Township is fully

reimbursed for the cost put forth regarding any of the aforementioned Public Improvements. This Board hereby expresses its intention to enter into such agreements as may be necessary and appropriate to assure the payment of such Service Payments.

4. That pursuant to Section 5709.75 of the Ohio Revised Code, there is hereby established the Colerain Township Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance and/or compensate all costs incurred by Colerain Township for the Public Improvements or to make payments to the Northwest Local School District and Butler Technology Career & Development Schools pursuant to the Tax Incentive Agreement referred to in the fifth Preamble herein and hereby authorized to be entered into by the Board of Township Trustees, Township Administrator or the President of the Board.
5. That the Fiscal Officer is hereby directed to forward a copy of this Resolution to the County Auditor of Hamilton County.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including § 121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. That this Resolution shall be effective at the earliest date allowed by law.

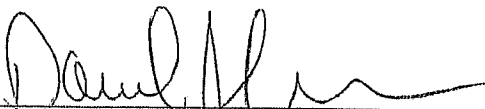
[Remainder of page intentionally left blank]

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

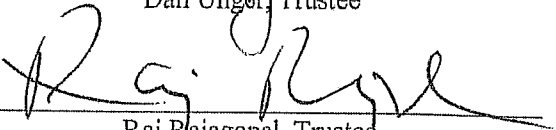
Vote Record: Mr. Unger yes Mr. Rajagopal yes Mr. Wahlert yes

ADOPTED this 25 day of August 2020.

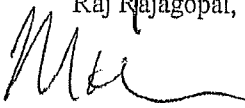
BOARD OF TRUSTEES:



Dan Unger, Trustee

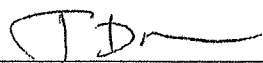


Raj Rajagopal, Trustee



Matthew Wahlert, Trustee

ATTEST:



Jeff Baker
Fiscal Officer

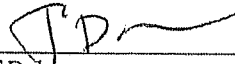
Resolution prepared by and approved as to form:



Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 25 day of August, 2020.

A handwritten signature in black ink, appearing to read 'JB', followed by a horizontal line.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A
PARCEL #510-0062-0230-00



EXHIBIT
A

PB 467
 PG 27
 SCALE 1" = 200.0'
 200' 200' 200'

PROJECT: HIGHWAY 10 AND HIGHWAY 100
 DRAWN BY: JAC
 CHECKED BY: JAC
 APPROVED BY: JAC
 PROJECT: HIGHWAY 10 AND HIGHWAY 100

DATE: 10-10-2009
 PROJECT: HIGHWAY 10 AND HIGHWAY 100

PLAN FOR A CONSOLIDATION OF
 PATMICK AND MILLER'S FARM, L.L.C.
 AT WEST AND OF SCYTHION DRIVE
 COLLEEN TOWNSHIP, HAMILTON COUNTY, OHIO

CONSOLIDATION SURVEY
 PATMICK AND MILLER'S FARM, L.L.C.
 AT WEST AND OF SCYTHION DRIVE
 COLLEEN TOWNSHIP, HAMILTON COUNTY, OHIO

CHANGES: CHANGES TO THE PLAN
 CHANGES TO THE PLAN
 CHANGES TO THE PLAN

CHANGES TO THE PLAN
 CHANGES TO THE PLAN
 CHANGES TO THE PLAN

CHANGES TO THE PLAN
 CHANGES TO THE PLAN
 CHANGES TO THE PLAN

CHANGES TO THE PLAN
 CHANGES TO THE PLAN
 CHANGES TO THE PLAN

CHANGES TO THE PLAN
 CHANGES TO THE PLAN
 CHANGES TO THE PLAN

CHANGES TO THE PLAN
 CHANGES TO THE PLAN
 CHANGES TO THE PLAN

CHANGES TO THE PLAN
 CHANGES TO THE PLAN
 CHANGES TO THE PLAN

EXHIBIT D
SERVICE AGREEMENT

(ABOVE LINE FOR RECORDER'S USE ONLY)

**SERVICE AGREEMENT AND
DECLARATION OF CONTINUING PRIORITY LIENS**

THIS SERVICE AGREEMENT AND DECLARATION OF CONTINUING PRIORITY LIENS (this "Service Agreement and Declaration") is made as of the ____ day of April, 2022 by and between 4 Horizons Group LLC, an Ohio limited liability company organized under the laws of the State of Ohio ("Developer") and The Board of Trustees of Colerain Township, an Ohio township and political subdivision (the "Township").

Recitals:

A. Developer is the current legal and beneficial owner of all of that certain real property situated in the boundaries of Colerain Township, Hamilton County, Ohio and more fully described on Exhibit A hereto incorporated herein by this reference (the "Property").

B. Developer (together with any successor or assign of any or all of the interest of Developer in or to the Property, the "Owner") and the Township are the parties to that certain Northridge TIF District Development Agreement dated as of April __, 2022 (the "Development Agreement") relating to the creation of the Northridge TIF District and the use of such Service Payments as may be generated thereby.

C. In accordance with the terms of the Development Agreement, and in order to establish the Northridge TIF District, the Township passed its Resolution No. 47-20 on August 25, 2020 (the "TIF Resolution") effecting a tax increment financing exemption with respect to certain parcels of real property inclusive of the Property (the Development Agreement and the TIF Resolution, each as in effect from time to time, are hereinafter referred to collectively as the "TIF Documentation").

D. Pursuant to the TIF Documentation, certain real property taxes with respect to the Property have been exempted by the Township, and the Township has required and the Owner agrees to make certain service payments in lieu of taxes in amounts equal to those exempted taxes relating to the Property to the Treasurer of Hamilton County, Ohio for credit to the account of the Township (as further defined herein, "Statutory Service Payments").

E. As described further in the Development Agreement, the Township will, *inter alia*, and from Statutory Service Payments received, reimburse the Developer for the costs of construction of certain public infrastructure improvements necessary for the orderly development of the Property, in a maximum aggregate amount of \$1,000,000, to be paid over a period of time (the "Reimbursement Payment").

F. The obligations of the Owner to pay Statutory Service Payments and to fulfill all other obligations set forth in this Declaration are irrevocable and attach to and run with the Property, for the benefit of the Township, and their assignees.

Service Agreement and Declaration:

NOW, THEREFORE, in consideration of the foregoing Recitals, the "TIF Exemption" (defined below) provided by the Township and the provision of the Reimbursement Payment, the Owner hereby declares and agrees as follows:

1. Definitions. As used in this Service Agreement and Declaration, in addition to terms defined elsewhere herein or by reference to the TIF Documentation, the following terms, shall have the following meanings:

"Assessed Valuation" means, for any given tax year, the taxable value of the Property as such value is determined from time to time by the Hamilton County Auditor.

"Improvements" means any increase in the Assessed Valuation of any real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under Ohio Revised Code Section 5709.73(B) were it not for the exemption granted by that legislation.

"Service Payments" means the Statutory Service Payments as authorized by the TIF Resolution.

"TIF Act" means applicable provisions of Sections 5709.73, 5709.73, 5709.74, 5709.75, 5709.82 and related provisions of the Ohio Revised Code, all as enacted and amended from time to time.

"TIF Area" means the real property exempted from taxation pursuant to the TIF Resolution.

"TIF Exemption" means the exemption by the Township of the Improvements to the TIF Area, including the Property, from real property taxation pursuant to the TIF Act and the TIF Resolution, in accordance with and subject to the terms thereof and of the TIF Documentation.

2. Declaration of Obligations and Encumbrance. Developer hereby declares and agrees, for the benefit of the Township, as covenants running with and binding on the Property, and on each Owner from time to time of any or all of the Property, and any interest therein, that:

(i) In accordance with the TIF Resolution, each Owner shall make (or cause to be made) to, or for credit to the account of the Township, and at or prior to the time when the same shall be due and payable pursuant to such TIF Resolution, each and all of the Statutory Service Payments. Any late payments of Statutory Service Payments will be subject to the penalties and interest as required by the TIF Act and the TIF Resolution.

(ii) The Owner shall pay (or cause to be paid), on or before the dates due, all real property taxes and assessments imposed by a governmental authority with respect to the Property and the improvements located thereon, and shall file or cause to be filed all appropriate information and returns required in connection therewith.

(iii) The Owner hereby consents to the Township filing any and all requisite exemption forms on behalf of and “with consent” of the Owner as contemplated by Ohio Revised Code Section 5709.911, including but not limited to, an Ohio Revised Code Section 5709.911 Notice and appropriate Ohio Department of Taxation tax exemption application.

(iv) With the exception of the TIF Exemption, and unless the Reimbursement Payment shall have been made in full, the Owner shall not, during the Exemption Period, apply for, seek, or accept any other real property tax exemption with respect to the Property, or any of the Improvements without the consent of the Township.

3. Term. This Service Agreement and Declaration shall remain in full force and effect until the final payments of Statutory Service Payments are made in accordance with the terms hereof and of the TIF Resolution. After such final payments are irrevocably paid in accordance with the terms hereof and of the TIF Resolution, this Service Agreement and Declaration shall cease and determine without the need for any further instrument of termination.

4. Enforcement; Lien Rights. The provisions of this Service Agreement and Declaration may be enforced by the Township or the Hamilton County, Ohio Treasurer (collectively, the “Obligees”). It is the intention and agreement of the Owner that, in accordance with the TIF Documentation, this Service Agreement and Declaration and the covenants herein shall be specifically enforceable by each of the Obligees by mandatory injunction or any other remedy at law or in equity. The Owner specifically acknowledges that the Statutory Service Payments are secured by the statutory lien imposed in or pursuant to Ohio Revised Code Section 5709.91 and the authorities therein mentioned. It is the further intention and agreement of the Owner that this Service Agreement and Declaration shall constitute, and be deemed to be, and the Owner hereby imposes on the Property, a lien encumbering and running with the Property to secure

the obligations of the Owner to make Statutory Service Payments (and, if applicable, pay interest and penalties) and that lien is intended to have the same lien and priority rights as real property taxes; and the Owner (for itself and its successors in interest) agrees not to contest such lien rights or priority. In furtherance of the foregoing, each of the Obligees may, upon the Owner's default of such obligations, and without limiting any other right or remedy otherwise available to such Obligee, foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages or delinquent real property taxes.

5. Binding Effect. The provisions of this Service Agreement and Declaration shall encumber, and run with, the Property and each parcel of land from time to time constituting a part thereof.

6. No Amendments without Consent. This Service Agreement and Declaration may not be amended, changed, or otherwise modified except with written consent of the Township.

7. Governing Law. This Service Agreement and Declaration, and the obligations of the Owner and the rights of the Obligees hereunder, shall be governed by the substantive laws of the State of Ohio, without regard to choice of law principles.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, Developer, as the current Owner, has hereunto set its hand as of the date first above written.

4 Horizons Group LLC

By: _____
Name: _____
Title: _____

STATE OF OHIO)

) SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of 4 Horizons Group LLC, an Ohio limited liability company, who acknowledged that he signed the foregoing instrument as that officer for said company, for and on behalf of said limited liability company, and that the same is his free act and deed as such officer and individually, and the free act and deed of that limited liability company. This is an acknowledgement clause, no oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand at _____, Ohio, on this ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

Acknowledged and Agreed to by:

Colerain Township, Hamilton County, Ohio

By: _____

Name: Geoff Milz

Title: Township Administrator

Approved as to form:

By: _____

Name: Scott Sollmann

Title: Assistant Township Law Director

STATE OF OHIO)

) SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Geoff Milz, the Township Administrator of Colerain Township, an Ohio township and political subdivision, who acknowledged that he signed the foregoing instrument as that officer for said company, for and on behalf of said limited liability company, and that the same is his free act and deed as such officer and individually, and the free act and deed of that limited liability company. This is an acknowledgement clause, no oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand at _____, Ohio, on this ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

This instrument prepared by:

Richard C. Spoor, Esq.
Keating Muething & Klekamp, P.L.L.
1 E. 4th Street, Suite 1400
Cincinnati, Ohio 45202

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

See Attached

EXHIBIT E
ESTIMATED PAYMENT SCHEDULE TO DEVELOPER
OUT OF THE TAX INCREMENT EQUIVALENT FUND CREATED FOR THE NORTHRIDGE TIF DISTRICT

TIF Term	30
Assumed Total New Value	16250000
Base Value	100530
Gross Township Receipts	5110677.11
School District Receipts	5638308.18
Total Tax Collected	10748985.3
Total Developer Payments	1000000
Net to Township	4110677.11

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
New Value	100530	3250000	5250000	7250000	9250000	11250000	13250000	16250000	16250000	16250000
Tax on Existing Value	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56
Tax on New Value	2557.56	82671.05	133545.54	184420.04	235294.53	286169.03	337043.52	413355.26	413355.26	413355.26
New Tax Revenue	0.00	80113.49	130987.98	181862.48	232736.97	283611.47	334485.96	410797.70	410797.70	410797.70
Gross Township Receipts	552.43	38720.90	62959.04	87197.17	111435.31	135673.45	159911.58	196268.78	196268.78	196268.78
School District Receipts	1339.06	43284.08	69920.44	96556.80	123193.16	149829.52	176465.88	216420.41	216420.41	216420.41
Developer Payment	0	0	25000	50000	100000	100000	100000	100000	100000	100000
Net Township Receipts	552.43	38720.90	37959.04	37197.17	11435.31	35673.45	59911.58	96268.78	96268.78	96268.78
NET Township TIF Revenue	0	38168.47	37406.60	36644.74	10882.87	35121.01	59359.15	95716.35	95716.35	95716.35

	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
New Value	16250000	16250000	16250000	16250000	16250000	16250000	16250000	16250000	16250000	16250000
Tax on Existing Value	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56
Tax on New Value	413355.26	413355.26	413355.26	413355.26	413355.26	413355.26	413356.26	413357.26	413358.26	413359.26
New Tax Revenue	410797.70	410797.70	410797.70	410797.70	410797.70	410797.70	410798.70	410799.70	410800.70	410801.70
Gross Township Receipts	196268.781	196268.7812	196268.7812	196268.7812	196268.7812	196268.7812	196269.2576	196269.734	196270.2105	196270.6869
School District Receipts	216420.413	216420.4135	216420.4135	216420.4135	216420.4135	216420.4135	216420.937	216421.4606	216421.9842	216422.5078
Developer Payment	150000	175000	0	0	0	0	0	0	0	0
Net Township Receipts	46268.7812	21268.78117	196268.7812	196268.7812	196268.7812	196268.7812	196269.2576	196269.734	196270.2105	196270.6869
NET Township TIF Revenue	45716.3482	20716.34821	195716.3482	195716.3482	195716.3482	195716.3482	195716.8246	195717.3011	195717.7775	195718.2539

	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
New Value	16250000	16250000	16250000	16250000	16250000	16250000	16250000	16250000	16250000	16250000
Tax on Existing Value	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56	2557.56
Tax on New Value	413359.26	413360.26	413361.26	413362.26	413363.26	413364.26	413365.26	413366.26	413367.26	413368.26
New Tax Revenue	410801.70	410802.70	410803.70	410804.70	410805.70	410806.70	410807.70	410808.70	410809.70	410810.70
Gross Township Receipts	196270.687	196271.1633	196271.6398	196272.1162	196272.5926	196273.069	196273.5455	196274.0219	196274.4983	196274.9748
School District Receipts	216422.508	216423.0313	216423.5549	216424.0785	216424.602	216425.1256	216425.6492	216426.1727	216426.6963	216427.2199
Developer Payment	0	0	0	0	0	0	0	0	0	0
Net Township Receipts	196270.687	196271.1633	196271.6398	196272.1162	196272.5926	196273.069	196273.5455	196274.0219	196274.4983	196274.9748
NET Township TIF Revenue	195718.254	195718.7304	195719.2068	195719.6832	195720.1597	195720.6361	195721.1125	195721.5889	195722.0654	195722.5418



EXHIBIT F

SALES AND USE TAX CONSTRUCTION CONTRACT EXEMPTION CERTIFICATE



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name Colerain Township, Ohio
Exact location of job/project Pippen Road and Neptune Drive intersection, Colerain Township, Ohio
Name of job/project as it appears on contract documentation North Ridge Crossing

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

☐ A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	☒ Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
☒ Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	☐ A computer data center entitled to exemption under R.C. 122.175;
☐ A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☐ A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐ A house of public worship or religious education;	☐ A hospital facility entitled to exemption under R.C. section 140.08;
☐ The original construction of a sports facility under R.C. section 307.696;	☐ Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
☐ Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name 4 Horizons Group LLC
Signed by [Signature]
Title MEMBER
Street address 980 Madison Ridge Road
City, state, ZIP code Lawrenceburg, Indiana 47025
Date 12-28-21

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Owner/Contractee

Name Colerain Township, Ohio
Signed by _____
Title Township Administrator
Street address 4200 Springdale Road
City, state, ZIP code Colerain Township, Ohio 45251
Date _____

Political Subdivision

Name Colerain Township, Ohio
Signed by _____
Title Township Administrator
Street address 4200 Springdale Road
City, state, ZIP code Colerain Township, Ohio 45251
Date _____

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Requesting Board of Trustees to Schedule a Public Hearing on Zoning Commission Case ZA2022-02 requesting a Zoning Map Amendment at 11850 Colerain Road_
Recommend ADOPTION of the Motion.

Rationale:

The Colerain Township Zoning Commission unanimously recommended approval of Case ZA2022-02 for a Zoning Map Amendment to rezone 6.528 acres at 11850 Colerain Road, Cincinnati, OH 45252 from B-3 Commerce District to R-2 Estate Residential District. The Board of Trustees has final authority to approve the recommendation of the zoning change at a future Public Hearing.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 9929 Capstan Drive on May 10, 2022

Recommend ADOPTION of the Motion.

Rationale:

The property at 9929 Capstan Drive is vacant, unsafe and insecure, and is negatively impacting the adjacent properties. A Public Hearing to be held at 7:00PM in the Colerain Township Trustee Chambers will allow all interested parties to provide evidence for or against the necessity of its demolition.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 7954 Harrison Avenue on May 10, 2022

Recommend ADOPTION of the Motion.

Rationale:

The property at 7954 Harrison Avenue is vacant, unsafe and insecure, and is negatively impacting the adjacent properties. A Public Hearing to be held at 7:00PM in the Colerain Township Trustee Chambers will allow all interested parties to provide evidence for or against the necessity of its demolition.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 3483 Niagara Street on May 10, 2022

Recommend ADOPTION of the Motion.

Rationale:

The property at 3483 Niagara Street is vacant, unsafe and insecure, and is negatively impacting the adjacent properties. A Public Hearing to be held at 7:00PM in the Colerain Township Trustee Chambers will allow all interested parties to provide evidence for or against the necessity of its demolition.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 3484 Niagara Street on May 10, 2022

Recommend ADOPTION of the Motion.

Rationale:

The property at 3484 Niagara Street is vacant, unsafe and insecure, and is negatively impacting the adjacent properties. A Public Hearing to be held at 7:00PM in the Colerain Township Trustee Chambers will allow all interested parties to provide evidence for or against the necessity of its demolition.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 8806 Nabida Drive on May 10, 2022

Recommend ADOPTION of the Motion.

Rationale:

The property at 8806 Nabida Drive is vacant, unsafe and insecure, and is negatively impacting the adjacent properties. A Public Hearing to be held at 7:00PM in the Colerain Township Trustee Chambers will allow all interested parties to provide evidence for or against the necessity of its demolition.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

Motion Requesting Board of Trustees Schedule a Public Hearing on the Demolition of 2864 Houston Road on May 10, 2022

Recommend ADOPTION of the Motion.

Rationale:

The property at 2864 Houston Road is vacant, unsafe and insecure, and is negatively impacting the adjacent properties. A Public Hearing to be held at 7:00PM in the Colerain Township Trustee Chambers will allow all interested parties to provide evidence for or against the necessity of its demolition.

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Resolution Amending Appropriations for the Year 2022

Recommend ADOPTION of the Resolution.

Rationale:

Throughout 2021, the funds flowing to the Law Enforcement Trust Fund were under budget, since the courts were closed due to COVID-19. Now that the courts have reopened, those asset forfeiture funds have begun to flow again. This resolution increases appropriations in Fund 2261- Law Enforcement Trust, from \$116,650 to \$250,649.09.

The Police Department intends to use the funds to pay for eligible items.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the __ day of April 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____ - 22

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
FOR THE YEAR 2022**

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, does hereby agree to:

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2022 to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2022 PERMANENT APPROPRIATIONS
1000	General Fund	4,956,307.94
2011	Motor Vehicle License Tax	100,850.00
2021	Gasoline Tax	978,892.92
2031	Road and Bridge	1,694,690.78
2081	Police District	10,708,651.66
2111	Fire District	14,246,806.36
2181	Zoning	516,112.67
2231	Permissive Motor Vehicle License Tax	807,682.70
2261	Law Enforcement Trust	250,649.09
2271	Enforcement and Education	2,000.00
2274	American Rescue Plan	-
2281	Ambulance And Emergency Medical Services	1,488,350.60
2401	Special Assessment - Lighting Districts	161,504.50
2901	TIF - Kroger	243,125.00
2902	Recycling Incentive	56,981.38
2903	TIF - Colerain Towne Center	284,458.90
2904	TIF - Duke	150,000.00
2906	Sidewalk Waiver	250,000.00
2908	CDBG Com Dev Block Grant	233,334.83
2911	Parks & Services	1,312,702.04
2912	Community Center	223,841.12
4409	OPWC-Breezyway	64,699.66
6001	Self Insurance Fund	2,323,677.00

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of April, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of April, 2022. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Resolution Authorizing Participation in OneOhio Regional Governance
Recommend ADOPTION of the Resolution.

Rationale:

Scott is reviewing

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

Resolution Modifying Organization Chart and Roster

Recommend ADOPTION of the Resolution.

Rationale:

Staff reviewed applicants for the litter laborer and code enforcement specialist roles. Based on these reviews, staff has identified two litter laborers that would be excellent candidates for employment in addition to our existing litter laborer. Modifying the organizational chart to add this role would provide an excellent return on investment and fit within existing appropriations. The code enforcement specialist role has not produced an applicant to date. Therefore, staff is recommending repurposing the role to seek a more qualified individual with additional experience in law enforcement and investigations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of April, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING ORGANIZATIONAL CHART MODIFICATION

WHEREAS, the Board of Trustees sets the policy direction for Colerain Township employees and residents; and;

WHEREAS, Colerain Township policy 1.3, Colerain Township Employment Process Policy, requires that the organizational chart and roster be formally adopted by the Board of Trustees; and;

WHEREAS, the attached organizational chart and roster has been modified to change a Code Enforcement Specialist position to an Environmental Enforcement Officer position; and;

WHEREAS, the attached organizational chart and roster has been modified to add an additional Litter Laborer position; and;

WHEREAS, these positions and changes will enhance the overall operational effectiveness of the Township; and;

WHEREAS, any subsequent changes to the organizational chart, roster, or job descriptions shall be brought to the Board of Trustees for formal approval, prior to implementation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. The attached Organizational Chart and Roster be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

4. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this 12th day of April, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

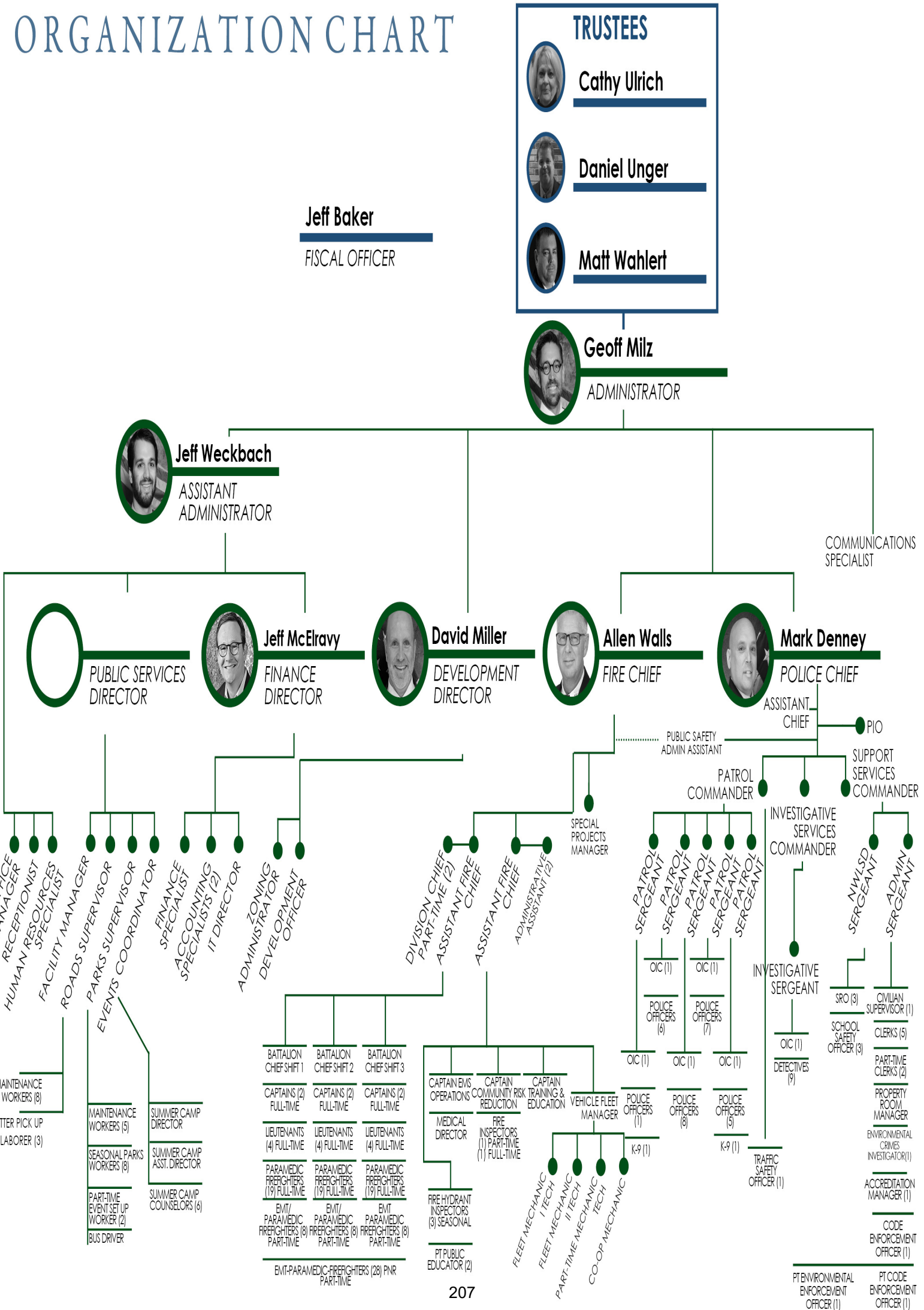
Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 12th day of April, 2022.

Jeffrey Baker
Colerain Township Fiscal Officer

ORGANIZATION CHART



Department	Position	Job ID #
Administration	Township Administrator	100
Administration	Assistant Township Administrator	101
Administration	Director of Finance	102
Administration	IT Director	103
Administration	Finance Specialist	104
Administration	Accounting Specialist	105
Administration	Accounting Specialist	105
Administration	Human Resources Specialist	106
Administration	Office Manager	107
Administration	Receptionist	169
Development	Director of Development	180
Development	Development Officer	174
Administration	Management Analyst Intern	175
Administration	Communications Specialist	181
Fire & EMS	Fire Chief	108
Fire & EMS	Assistant Fire Chief of Operations	109
Fire & EMS	Assistant Fire Chief of Administration	110
Fire & EMS	Administrative Assistant	111
Fire & EMS	Division Chief (Part-time)	112
Fire & EMS	Division Chief (Part-time)	112
Fire & EMS	Reservist	113
Fire & EMS	Part Time Fire Safety Inspector	114
Fire & EMS	Reservist - Public Educator	115
Fire & EMS	Reservist - Public Educator	115
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Fire Hydrant Maintenance Worker (seasonal)	116
Fire & EMS	Vehicle Fleet Manager	117
Fire & EMS	Executive Assistant	118
Fire & EMS	Fleet Mechanic Technician II	176
Fire & EMS	Fleet Mechanic Technician I	175
Fire & EMS	Part Time Fleet Mechanic Technician	119
Fire & EMS	Co-Op Fleet Mechanic Technician	120
Fire & EMS	Medical Director	121
Fire & EMS	Battalion Chief	122
Fire & EMS	Battalion Chief	122
Fire & EMS	Battalion Chief	122
Fire & EMS	Captain - Emergency Medical Services	123
Fire & EMS	Captain - Community Risk Reduction	124
Fire & EMS	Captain - Training & Education	125
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126
Fire & EMS	Fire Captain	126

[illegible]

Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Fire & EMS	Firefighter Paramedic/EMT	130
Development	Zoning Administrator	179
Police	Code Enforcement Officer	133
Police	Code Enforcement Specialist	167
Police	Environmental Enforcement Officer	183
Police	Police Chief	136
Police	Assistant Chief	138

Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Uniformed Patrol Officer	146
Police	Environmental Crimes Investigator	172
Police	Public Safety Administrative Assistant	148
Police	Civilian Supervisor	149
Police	Accreditation Manager	150
Police	Property Room Manager	151
Police	Police Clerk	152
Police	Police Clerk	152
Police	Police Clerk	152
Police	Police Clerk	152
Police	Police Clerk	152
Police	School Safety Officer	153
Police	School Safety Officer	153
Police	School Safety Officer	153
Police	Police Clerk (PT)	154
Police	Police Clerk (PT)	154
Police	Chaplain	155
Public Services	Director of Public Services	156
Public Services	Event Coordinator	157
Public Services	Facility Manager	158
Public Services	Supervisor Foreman	159
Public Services	Supervisor Foreman	159
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160
Public Services	Maintenance Worker	160

Public Services	Bus Driver	161
Public Services	Event Setup Worker	162
Public Services	Event Setup Worker	162
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Seasonal Maintenance Worker	163
Public Services	Director - Summer Camp	164
Public Services	Assistant Director - Summer Camp	165
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Summer Camp Counselor	166
Public Services	Litter Pick Up Laborer	171
Public Services	Litter Pick Up Laborer	171
Public Services	Litter Pick Up Laborer	171

POSITION TITLE Environmental Enforcement Officer	STATUS Part time – Non Exempt
REPORTS TO Sergeant	Salary Range: \$20.00-\$25.00 per hour
SUPERVISES N/A	Minimum Education:

PURPOSE:

The position of Environmental Enforcement Officer is to assist in the overall direction of the Colerain Police Department and proactively enforce Ohio law and resolutions involving littering and environmental protection.

SCOPE:

Environmental Enforcement Officers are responsible for assisting other members of the Environmental Crimes Investigative Unit as directed by the sergeant. Environmental Enforcement Officers must have the ability to plan, organize, direct, and coordinate activities to ensure the goals and objectives of the Department are achieved.

ESSENTIALS ROLES & RESPONSIBILITIES:

A Environmental Enforcement Officer must perform each of the following tasks. The omission of specific statement of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Proactively work in a manner consistent with Department policy to ensure operational efficiency of the Department.
 - a) Provide feedback and document work efforts to supervision. Ensure compliance with department policies and procedures while maximizing efficiency; and
 - b) Attend daily meetings and briefings with other members of the Unit to maintain effective lines of communication, improving operational efficiency of the Department.
- Contribute to plans of deployment to ensure efficient and effective utilization of manpower.
- When on duty and in the station, be responsible for its conditions and for its economical and efficient operation.
- Patrol identified areas for littering, illegal dumping and other criminal violations as directed by supervision.
- Attend training and actively participate in training programs as a student or instructor to enhance job performance.
- Assist the Environmental Crimes Investigator with any investigation or complaints, procure evidence sufficient to sustain convictions in court, and prepare complete and accurate reports.
- Assist members of the Environmental Crimes Unit in organizing and implementing programs, goals and objectives to ensure operational efficiency by, among other things:
 - a) Improving working conditions for maximum efficiency and morale.
 - b) Making recommendations to enhance productivity.
 - c) Adequately recognizing outstanding personnel performance.
 - d) Improving efficiency and cooperation in areas of common responsibility.
 - e) Advancing the public relations program for promoting public confidence and support.
 - f) Ensuring proper and economical use of Department property and equipment.
 - a) Enforcement of regulatory measures.
- Prepare records and reports, daily, ensuring accuracy, completeness, and timeliness prior to ending tour of duty to ensure compliance with Department guidelines.
- Prepare offense and supplemental reports, daily, to document crimes committed, crime patterns, and modus operandi used in these crimes and take appropriate action to prevent or solve these crimes.

POSITION TITLE Environmental Enforcement Officer	STATUS Part time – Non Exempt
REPORTS TO Sergeant	Salary Range: \$20.00-\$25.00 per hour
SUPERVISES N/A	Minimum Education:

- Prepare, on a daily basis, property, and evidence submissions and ensure compliance with Department regulations, accuracy and completeness.
- Compile written reports for the sergeants as directed to ensure presentation in an accurate, timely manner.
- Patrol the Township, enforce the laws daily to ensure delivery of professional law enforcement services.
- Observe and impartially report to the sergeant every breach of discipline or neglect of duty by any department member.
- Devote the maximum possible time to field operations, noting deficiencies and making appropriate corrections and recommendations, always exercising a degree of leadership commensurate with responsibility.
- Conduct oneself in accordance with high ethical standards, both on and off duty.
- Maintain an acceptable level of competence, professionalism, and ability to ensure duties are performed as outlined in this job description.
- Be available for duty at all times in case of special needs or emergencies.
- Work scheduled hours, arriving promptly for duty when scheduled.
- Maintain an acceptable level of competence, professionalism and abilities to perform the duties outlined in the job description.
- Maintain acceptable standards of conduct.
- Follow the direction of supervisors.
- Refrain from abusive and threatening conduct toward co-workers.
- Maintain the confidence and trust of peers, superiors and general citizenry.
- Self-disciplined, self-motivated and work independently of direct supervision.

**CRITICAL SKILLS /
EXPERTISE:**

- Requires strength in inter-personal skills as well as the ability to work independently. Must possess leadership skills and knowledge of current law enforcement strategies. Requires ability to handle stressful situations and exhibit compassion and good judgment when dealing with the public.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups, employees, and the general public.
- Ability to get along with other employees.
- Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of basic algebra and geometry. Ability to calculate figures and amounts and to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**EDUCATION,
LICENSING &
CERTIFICATION
REQUIREMENT:**

- A valid state driver's license. Must be bondable.

PHYSICAL & MENTAL

- Environmental Enforcement Officer must qualify with firearms, and other offensive



POSITION TITLE Environmental Enforcement Officer	STATUS Part time – Non Exempt
REPORTS TO Sergeant	Salary Range: \$20.00-\$25.00 per hour
SUPERVISES N/A	Minimum Education:

REQUIREMENT:

and defensive weapons and meet O.P.O.T.A. yearly firearm standards. Officers are provided the use of handcuffs, IMPACT weapon, TASER, police communication equipment, personal computers and RCIC system, proper use of a flashlight and the operation of a police vehicle under routine and emergency conditions within local and state laws while performing the duties of this job.

- The employee must be able to lift and/or move varying amounts of weight, depending upon the task at hand. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a standing position for long periods. Must be able to walk on foot over rough terrain at varying degrees of slope.
- Must be able to overcome resistance of a subject resisting arrest, ability to defend oneself and/or protect others from injury. Employee may be occasionally involved in physical confrontation up to and including life and death situations.
- Officers must operate emergency vehicles under stressful conditions.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

In accordance with hours scheduled by the Chief of Police, it is the employee's obligation to have regular and predictable attendance.

**EMPLOYEE
ACKNOWLEDGEMENT:**

I acknowledge that this is an accurate and fair description of my position. This job description is meant to be a summary of the primary responsibilities of the position. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities at any time as needed.

SIGNATURE

PRINTED NAME

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Motion Authorizing the Township Administrator to Execute a Renewal of a Contract with Zix for Cybersecurity Services

Recommend ADOPTION of the Motion.

Rationale:

The Township has contracted with Zix, a security technology company, for email encryption, email threat protection, and email continuity services. This service agreement would extend that relationship through 2025 at a cost of \$4,878.15 per year.

Document No.: Q-74006-20220330-1040

Version #: Q-74006 - 1

2711 North Haskell Ave, #2200
Dallas, TX 75204
Phone:

Bill to:

Colerain Township
 4200 Springdale Rd
 Cincinnati, OH 45251
 United States

Ship to:

Colerain Township
 4200 Springdale Rd
 Cincinnati, OH 45251
 United States

Billing Contact Information

Name: Robert Shepherd
 Phone: 513-923-5007
 Email: rshepherd@colerain.org

Technical Contact Information

Name: Robert Shepherd
 Phone: 513-923-5007
 Email: rshepherd@colerain.org

☒ Issue Invoice

☐ Initiate Credit Card Payment
Purchase Order No.:

(If P.O. No. provided, please attach copy of P.O.)

Date: March 30, 2022
 Expires On: April 24, 2022
 Payment Terms: Net 30
 Email Domains: colerain.org

Acct Exec.: Carli Kohler
 Order Type: Renewal

Year 1

Product	Qty / No. of Users	Term (mos.)	Extended Price
Advanced Email Encryption, Annual	25	12	\$1,593.75
Email Threat Protection, Annual	300	12	\$2,315.40
Email Continuity, Annual	300	12	\$969.00
Year 1 Total:			\$4,878.15

Year 2

Product	Qty / No. of Users	Term (mos.)	Extended Price
Advanced Email Encryption, Annual	25	12	\$1,593.75
Email Threat Protection, Annual	300	12	\$2,315.40
Email Continuity, Annual	300	12	\$969.00
Year 2 Total:			\$4,878.15

Year 3

Product	Qty / No. of Users	Term (mos.)	Extended Price
Advanced Email Encryption, Annual	25	12	\$1,593.75
Email Threat Protection, Annual	300	12	\$2,315.40
Email Continuity, Annual	300	12	\$969.00
Year 3 Total:			\$4,878.15

Total: \$14,634.45

Do not pay, this is not an invoice

1 Payment Schedule:

First Year Total	\$4,878.15
Second Year Total	\$4,878.15
Third Year Total	\$4,878.15
Grand Total	\$14,634.45

2 Special Terms:

Annual subscription fees for year 1 are invoiced upon execution of this Services Agreement as described in Item 3, 'Invoicing and Payment'. Annual subscription fees for year 2 and year 3 are due on the first and second anniversary of the Services Agreement, respectively. For clarity, the term of this agreement is 4/25/2022 through 4/24/2025.

3 Invoicing & Payment:

ZixCorp Systems, Inc. ("Zix") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and the Customer agrees to pay all invoices in U.S. dollars within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement. By signing below, the Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Subscription fees are due for payment at the beginning of each subscription period, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier on the date the installation is completed and/or the services are initiated and made available to the Customer. Installation and availability will occur and may be billed, on a service-by-service basis.

Zix provides bundled services, and it may reallocate pricing among services for tax purposes. This means that line items on your invoice may not match this Service Agreement or your purchase order, although the total price for our services will remain the same.

Secure Cloud terms: If you receive service through the Zix Secure Cloud, any license changes you make are subject to standard Secure Cloud pricing and administrative practices. You will be charged for the licenses purchased under this and other Service Agreements. Zix may offer Secure Cloud subscription service options at various subscription periods. By subscribing to any license for any Zix Secure Cloud service on a monthly subscription or Microsoft service in-conjunction with subscriptions for licenses for any other services you expressly acknowledge and agree that all such subscriptions (including, without limitation, Microsoft Cloud Services) will be subject to automatic renewal at the end of the selected initial term without the requirement for any further notice or action. Each such subscription will automatically extend (as binding fixed-term commitments) for subsequent fixed periods matching the initial period selected by you for that service (each, a "renewal period") and no cancellation or refund will be available unless written notice is provided no less than thirty (30) days prior to the end of the current term by one party to the other of non-renewal. Such notice of non-renewal must be provided to Zix at customersuccess@zixcorp.com. The Subscription Services are generally billed at the start of each subscription period for the initial period and any renewal period. Customers will be billed the charges for the committed Subscription Services for each fixed renewal period, even if the Customer stops paying for or using the Subscription.

4 Taxes; F.O.B. Upon presentation of invoices by Zix, Customer agrees to pay any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state, and local sales, imposed use, value-added, and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.**5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** (if no box is checked, sales and use tax will be charged) Customer will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

A. ☐ Invoice sales tax to Customer.

B. ☐ The customer is a tax-exempt organization (please attach a state tax exemption certificate to the contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on the invoice.

6 Our agreement includes the Terms and Conditions referenced in the Special Terms or as provided with this Services Agreement, or if not so referenced or provided, as set forth at <https://zix.com/terms> as may be amended from time to time.

ZixCorp Systems, Inc.	Colerain Township
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Motion Authorizing Township Administrator to Execute a Contract with KnowBe4 for Cybersecurity Services
Recommend ADOPTION of the Motion.

Rationale:

KnowBe4 is a security awareness company that trains organizations to identify and avoid phishing attacks. It simulates phishing attacks to assess the effectiveness of the training and serves as an ongoing reminder to be wary of potential attacks. This scope of services in this agreement is for training and a subscription to their PhishER threat prioritization platform. The term of the service agreement is for three years and the total cost of the contract is \$14,124.00.

KnowBe4

33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date 2/7/2022 3:18 PM
Expiration Date 3/19/2022
Quote Number Q-392133
Payment Terms Special

Prepared By Denise Larsen
Email denisel@knowbe4.com

Contact Name Geoff Milz
Contact Phone (513) 385-7500
Contact Email gmliz@colerain.org

Bill to Name Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251-1419
USA

Ship To Name Colerain Township
4200 Springdale Rd
Cincinnati, OH 45251-1419
USA

Description 1/3 Net 30
1/3 Net 12 Months
1/3 Net 24 Months

Notes

Total Term(Months) 39

Free Months 3

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	DISC. (%)	SALES PRICE	TOTAL PRICE
KMSATP	KnowBe4 Security Awareness Training Subscription Platinum	275	USD 38.88	18	USD 31.88	USD 8,767.00
PHISHER	KnowBe4 PhishER Subscription	275	USD 23.76	18	USD 19.48	USD 5,357.00
KMHCN	Kevin Mitnick Home Internet Security Course Access	1	USD 0.00	0	USD 0.00	USD 0.00

Grand Total USD 14,124.00

Signature
Name
Title
Date

Terms & Conditions

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Resolution Authorizing Participation in the State of Ohio Cooperative Purchasing Program

Recommend ADOPTION of the Resolution.

Rationale:

Through a joint competitive bid, the State of Ohio is often able to secure better pricing. Participating in this program will cost the Township \$170 annually and allow the Township to utilize any state bid for purchasing requirements. More information can be found at: <https://das.ohio.gov/Divisions/General-Services/Procurement-Services/Cooperative-Purchasing>

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of April 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 22

**RESOLUTION AUTHORIZING PARTICIPATION IN THE STATE OF OHIO
COOPERATIVE PURCHASING PROGRAM**

WHEREAS, Ohio's Cooperative Purchasing Act. (AM. Sub. H.B. No. 100), as signed into law on December 4, 1985; and

WHEREAS, effective March 6, 1986, Ohio's Cooperative Purchasing Act provides the opportunity for counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts and other authorities, to participate in contracts distributed by the state of Ohio, Department of Administrative Services, Office of Cooperative Purchasing for the purchase of supplies, services, equipment and certain materials.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

1. Requests authority in the name of Colerain Township to participate in state contracts which the Department of Administrative Services, Office of State Purchasing has entered into and the Office of Cooperative Purchasing has distributed for the purchase of supplies, services, equipment and certain other materials pursuant to Revised Code Section 125.04
2. That the Township Administrator or designee is hereby authorized to agree in the name of the Colerain Township to be bound by all contract terms and conditions as the Department of Administrative Services, Office of Cooperative Purchasing prescribes. Such terms and conditions may include a reasonable annual membership fee to cover the administrative costs which the Department of Administrative Services incurs as a result of Colerain Township's participation in the contract. Further, that the Township Administrator does hereby agree to be bound by all such terms and conditions and to not cause or assist in any way the misuse of such contracts or make contract disclosures to non-members of the Coop for the purpose of avoiding the requirements established by ORC 125.04.
3. That the Township Administrator is hereby authorized to agree in the name of Colerain Township to directly pay the vendor, under each such state contract in which it participates for items it receives pursuant to the contract, and the Township Administrator does hereby agree to directly pay the vendor.
4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal

action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
6. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of April, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of April, 2022.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution Adopting Policy Change

Recommend ADOPTION of the Resolution.

Rationale:

The Township is consistently analyzing existing policies to better serve residents and support employees. Recently, several female members of our Fire & EMS Department approached staff to analyze our existing sick leave donation bank policy in context of pregnancy. Often times, pregnancy occurs near the beginning of an employees career, prior to the accumulation of a sick leave balance. Employees are then forced to exhaust all of their time, which may only cover a few weeks. Then, the employee is faced with a decision to return to work before their body is fully healed or take unpaid leave.

The national average for maternity leave is up to 10 weeks, paid or unpaid, and leave under the Family Medical Leave Act (FMLA) covers an employee for up to 12 weeks of unpaid time off. Township policy 1.9 it states that currently a donation of sick leave is not intended to address “typical” illness/injury, elective surgeries, pregnancy, or other conditions or circumstances not considered as extreme or catastrophic. This change recommends modifying the sick leave donation policy to allow pregnancy and childbirth as an applicable use for a sick time donation bank for the parent that gives birth to the child.

As a reminder, the creation of a sick bank does not necessarily mean that the employee will receive donations. It would still be up to employees to decide to donate time.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the _____ day of _____, 2022, at the Colerain
Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the
following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its
adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING A MODIFIED PAID TIME OFF POLICY

WHEREAS, the Board of Trustees sets the policy direction for Colerain Township
employees and residents; and;

WHEREAS, Administration and all departments intend on following the direction set by
the Trustees; and;

WHEREAS, the attached policy has been updated to allow pregnancy and maternity
leave as applicable reasons for a sick time donation bank to be established; and;

WHEREAS, this policy will supersede all previous versions of any previously adopted
Telecommunication Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain
Township, Hamilton County, Ohio, as follows:

1. The attached Paid Time Off Policy be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, and that
all deliberations of this Board and any of its committees that resulted in such formal action were
taken in meetings open to the public, in compliance with all legal requirements including
§121.22 of the Ohio Revised Code; and
3. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the
question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of _____, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann (0081467)
Colerain Township Assistant Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of _____, 2022.

Jeff Baker
Colerain Township Fiscal Officer

1.9 COLERAIN TOWNSHIP PAID TIME OFF POLICY

PURPOSE

Colerain Township offers employees paid time off as a general workplace benefit. The Township encourages employees to utilize paid leave, as it is a general benefit to employee health and helps to prevent burn-out.

HOLIDAYS

1. Regular, full-time employees are eligible for Holidays as defined by the Ohio Revised Code, section 1.14 and 511.10. To receive holiday pay, the employee must not be on a disciplinary suspension or on an unpaid leave of absence when the holiday occurs. Eligible employees who do not work on the holiday will receive eight hours of pay at their straight-time pay rate for each full-day holiday.
2. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
3. All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement.
4. All Holidays will normally be observed on the date of recognized observance. A Department Head may authorize an employee to work on an established Holiday. In such instances, the employee either (1) will receive regular hourly pay for all hours worked on the holiday in addition to the standard holiday pay, or (2) at the discretion of the Department Head, may be given another day off during the pay period in exchange for working on the holiday.
5. Exempt employees are not entitled to compensation for working on holidays. At the discretion of the Administrator, exempt employees may be given another day off during the same pay period in exchange for working on the holiday.

VACATION LEAVE

1. Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rate for vacation is based on years of service as a full time employee from governments and/or council of governments from Ohio, Indiana and Kentucky. Years of service as a full time employee with any branch of the United States Military shall also count for the vacation accrual rates. The effective date for recognizing service from other governments is for new hires on or after May 26, 2015. The effective date for recognizing service from the Military is July 14, 2020. Vacation will be accrued with each payroll based on the years of continuous service at the rates listed in the below table.

Years of Continuous Service	Number of Vacation Hours (per payroll)
a. 0 - 5 years	3.08 hours
b. 6 - 10 years	4.62 hours
c. 11-15 years	5.54 hours
d. 16 - 25 years	6.77 hours
e. 25 or more years	7.70 hours

2. To promote employee wellness, employees are encouraged to use vacation leave in the year earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year earned therefore leave accumulation may be necessary.
3. Employees may carry a maximum of two year's vacation time. This will be reviewed on a quarterly basis and any vacation hours in excess of their two-year accrual will be forfeited at that time.
4. Upon separation, employee shall be paid for no more than 40 hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost.

EXAMPLE:

- a. Employee A was hired February 1, 2015. On February 1, 2015 employee will be credited with the appropriate number of vacation days pursuant to this policy. In this example, 80 hours of vacation leave is credited to employee account. Employee A is encouraged to use vacation during the period of February 1, 2015 and January 31, 2016. Unused leave as of January 31, 2016 will be carried forward on February 1, 2016 and added to the 2016 accrual subject to the restrictions of this policy.

Below is a specific example for Employee A:

- | | |
|--|--|
| 1. February 1, 2015 | Earned 80 Hours |
| 2. February 1, 2015 – January 31, 2016 | Used 16 Hours (Eligible Carry-over = 64 Hours) |
| 3. February 1, 2016 | Earned 80 Hours |
| 4. New Balance February 1, 2016 | 144 Hours (64 carryover plus 80 hours earned) |
| 5. February 1, 2016 – January 31, 2017 | Used 40 Hours, Eligible Carry-over = 80 Hours) |
| 6. New Balance February 1, 2017 | 160 Hours (80 carryover plus 80 hours earned) |

Employee A lost 24 hours of vacation on February 1, 2017 because carryover was limited to one year's accrual.

- b. Employees who are on extended leave, such as worker's compensation leave, or employees who are unable to properly take time off due to scheduling conflicts, will be able to appeal their loss of vacation time. In order to appeal the loss of vacation time, the employee must submit a request in writing to keep their vacation time within five business days after the employee's anniversary date.
 - i. An independent three-member committee shall meet to review the employee's request. This committee will consist of the Administrator, Human Resources Specialist, and the Department Head of the employee's department. In the event that a Department Head appeals their loss of vacation time, the Township Assistant Administrator shall be the third member of the committee.

- ii. This committee will meet as soon as possible after a request is submitted. This committee will hear testimony from the employee on why they should be permitted to keep their vacation time. The committee will then weigh the merits of the request and make a final recommendation to approve or deny, in full or in part, the request.

5. Vacation Usage and Scheduling

- a. Vacation time may be taken in one-hour increments
- b. Employees must submit vacation requests in writing to their Department Head in sufficient time to allow for proper scheduling. Employees are encouraged to submit vacation requests at least 60 days before the vacation date. It shall be the responsibility of the Department Head to establish criteria for scheduling of vacation either by internal policy or as directed by the appropriate Collective Bargaining Agreements. Department Heads must give written request for vacation to their direct supervisor (the Township Administrator or Assistant Administrator). The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval.
- c. Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. The Township Trustees reserve the right to alter vacation schedules in order to insure efficient operation of the Township in time of emergency.
- d. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.
- e. The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year accrual plus 40 hours of carryover. Hours in excess of the 40 hours shall not be paid and are considered lost.

PAID SICK LEAVE

1. Use of sick leave

- a. Sick leave shall be granted to an employee, only upon approval of the Department Head, which may be subject to the approval of the Township Administrator or Board of Trustees or both. The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval. Sick leave may be used for the following reasons (except illness or injury of the employee is not subject to the prior approval of the Department Head):
 - i. Illness or injury of the employee.
 - ii. Medical, dental, or optical examinations or treatment of the employee, when examinations cannot be scheduled during non-working hours.
 - iii. Death of a member of an employee's immediate family. Sick leave usage is limited to five work days (40 hours).
 - iv. Illness or injury of a member of the employee's immediate family, provided the immediate family member is being treated by an appropriate licensed practitioner and the employee's presence is necessary.

1. Immediate family member is an employee's mother, father, grandparent, stepchild, grandchild, sister, brother, child, spouse, son-in-law, daughter-in-law, father-in-law, or mother-in-law, or a legal guardian or other person who stands in place of a parent.
2. Amount of credit
 - a. All full-time employees shall accrue sick leave credit at a rate of 4.6 hours for each 80 hours of service not to exceed 15 work days or 120 hours per year. Sick leave will not accrue during an unpaid leave of absence, suspension, or layoff.
3. Notification
 - a. Employees who are unable to report for work and who have not been previously approved to take sick leave are required to notify their immediate supervisor as soon as possible when they are unable to report for work due to an illness or injury. Notification must be made in accordance with any time or other requirements established by the Department Manager.
4. Advancements and accumulation
 - a. Advanced use of sick leave shall not be granted. Sick leave may be accumulated without limit.
5. Verification
 - a. If necessary, any supervisor designated by the Township Administrator or Township Trustees has the authority to check on an employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify the need for sick leave. If there is reason to believe sick leave has been improperly used, the Administrator or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.
 - b. Employees are required to provide a doctor's note as follows:
 - i. when an employee is absent from work for five or more consecutive work days for reasons of illness or injury;
 - ii. when an employee has used 80 hours of sick leave within any six-month period; and
 - iii. upon request.
 - c. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage fall below 80 hours for the most recent six-month period.
6. Use and pay
 - a. Sick leave, when approved, shall be charged in increments of one hour or as specified in the Collective Bargaining Agreement. Sick leave is paid at the employee's regular straight-time pay rate.
7. Pay for unused credit upon separation

- a. Upon retirement from one of Ohio's public pension systems (proof of retirement benefit required), or death, the Township will pay full-time employees with at least five (5) years of service with Colerain Township and fifteen (15) years of governmental service in Ohio for 1/4 of the value of up to a maximum accumulation of 960 accumulated, unused sick leave credit hours (or a maximum of 30 days) upon retirement or death. Employees hired on or before January 1, 1997 and have completed at least fifteen (15) years with the township, shall be paid for a maximum of 45 days upon retirement or death. Employees that are re-employed under a retire/rehire arrangement from Colerain Township shall be paid their severance effective on their retirement date and shall not be eligible for any further payment for unused sick leave credit in the future. Upon payment of severance, unused sick leave balance is reset to zero. Employees employed under a retire/rehire arrangement as of January 1, 2015 shall receive severance at the time they terminate employment at the current daily rate of pay. Employees hired by the township who previously retired from one of Ohio's public pension systems are not eligible for pay for unused sick leave credit.
8. Seasonal and part-time employees earn no sick leave credits.
9. Employees who do not report for work due to illness or injury and who have exhausted all of their sick leave days (and FMLA leave) are subject to disciplinary action for being absent without approved leave.
10. An employee with previously accrued unused sick leave credit from any other governmental agency in the State of Ohio may transfer such leave to Colerain Township. The previously accrued sick leave shall be placed to the employee's credit upon employment by the Township, provided such employment by the Township takes place within thirty (30) days of the date on which the employee last terminated employment with that public agency. The Township requires the employee to furnish a satisfactory written, signed statement from the prior employer to establish the right to such sick leave credit.

DONATION OF SICK LEAVE

1. This policy is not intended to address "typical" illness/injury, elective surgeries, ~~pregnancy~~, or other conditions or circumstances not considered as extreme or catastrophic. Pregnancy and childbirth are applicable reasons for the establishment of a sick leave bank for the individual giving birth to a child.
2. Each request for donated sick leave will be considered on an individual basis. Each request will be evaluated on its own merits by a panel made up of the Township Department Heads, with their recommendation being provided to the Township Administrator, who will have final approval/denial.
3. Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to

allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.

- a. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:
 - i. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
 - ii. Has no accrued but unused sick leave, and
 - iii. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.
 - iv. The maximum number of donated sick leave hours is equivalent to one (1) year's base work hours excluding extra-time/over-time
- b. Employees may donate their accrued but unused sick leave if the donating employee:
 - i. Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM (on file with Human Resources), which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation);
 - ii. The donating employee will donate in increments of eight (8) hours;
 - iii. Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of 200 hours following the reduction of donated hours.
- c. The Township will charge the donated sick leave hours in eight hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued sick leave may be offered as needed on the same basis as established by this policy.
- d. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as if it had not been donated or used.

PERSONAL DAYS

All full-time non-union employees will be granted two (2) personal days annually, equivalent to the employee's regular work hours. Unused personal days as of December 31st shall be forfeited.

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

Contract - Deer Park Roofing - Station 102 Roof Investigation

Recommend approval of all consent items.

Rationale:

This contract allows the Fire Department to troubleshoot issues with the roof of Fire Station 102.



7201 Blue Ash Road, Cincinnati, OH 45236 Phone 513-891-9151 Fax 513-891-9152
6418 Dixie Highway, Florence, Kentucky 41042 Phone 859-282-4447 Fax 859-282-7222

Commercial Division

Colerain Township
4160 Springdale Road
Cincinnati Oh 45251

March 16, 2022

ATTN: Bob Dellapos

RE: Investigate Roof Leaks at Colerain Fire Station #102

Scope of Work:

- Investigate three active roof leaks.
- Make any necessary minor repairs needed to resolve the active roof leaks. Document any additional work needed for pricing.
- This project will be completed on a Time Plus Material basis of \$78.00 per man hour plus material costs.
- This project is based on two men 8 hour apiece with a material limit of \$250.00

TOTAL PRICE IS NOT TO EXCEED...\$1,500.00

Clarifications and Exclusions:

- This proposal is valid for 30 days.
- This proposal is based on a standard AIA contract.
- Any work not listed above will be billed in addition to the original contract price at a rate of \$78.00 per man hour plus material costs.
- Work to HVAC, mechanical, plumbing or any other equipment will be handled by the owner or added to the contract price.
- **Payment Terms:** Payment due upon invoicing at the completion of the job.
- **Due to rapidly escalating and unpredictable pricing and uncertain availability and late delivery of roofing materials, the price set forth in this proposal/contract and the date(s) of delivery are subject to change based on price increases and changes in delivery dates communicated to Deer Park Roofing between the date of this proposal and when the materials are delivered. Major roofing materials manufacturers have stated that the price of materials will be the price in effect at the time of delivery and that delivery dates are subject to change.**

Jason Mitchell
Commercial Estimator
jmittell@deerparkroofing.com

Proposal Accepted By:

Signature

Title

Date

[Handwritten Signature]
Township Administrator
3.22.22

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal:

Contract - Spring Grove Cremation Society - Indigent Burial

Recommend approval of all consent items.

Rationale:

Ms. Sharon Burke was a resident of Colerain Township and passed away on March 12, 2022. Ms. Burke was considered indigent and his burial is the obligation of Colerain. The agreement with Spring Grove Cemetery provides for his cremation and disposition. The total cost is \$795.

SPRING GROVE CEMETERY AND ARBORETUM

Cremation No. _____
 Cremation Date: _____
 (Crematory Use Only)

AUTHORIZATION FOR CREMATION AND DISPOSITION

Spring Grove Cemetery and Arboretum (Collectively referred to as "Crematory") and the State of Ohio require that this Authorization Form be completed and signed prior to the cremation. **CREMATION IS AN IRREVERSIBLE AND FINAL PROCESS.** It is important that you understand the cremation process that is described in Section 4.B. of this Authorization Form prior to signing it. We want you to fully understand the information provided in this Authorization Form, so we will be pleased to answer any questions about the cremation process or other questions that you may have.

THE AUTHORIZATION IS NOT A CONTRACT FOR CREMATION SERVICES. A SEPARATE CONTRACT OR CONTRACTS WILL BE REQUIRED TO PURCHASE THE SERVICES OF THE FUNERAL HOME AND/OR CREMATORY.

1. DECEDENT'S INFORMATION

A. IDENTIFICATION (ORC 4717.26 requires that the operator of a crematory facility shall establish and maintain a system accurately identifying each dead human body in the facility's possession, and for identifying each decedent throughout all phases of the cremation process.)

Name of Decedent: Sharon Burke

Date of Death: March 12, 2022

Time of Death: 7:00 PM

Place of Death: Cincinnati, Ohio

Sex: ☐ M ☒ F

Age: 72

DOB: February 4, 1950

SS: 282

50

4872

(Initials)

The Authorizing Agent has viewed the remains and positively identified them as that of the Decedent; OR

(Initials)

The Personal Representative (i.e. family friend) NAME:

of the Authorizing Agent has viewed the Decedent and positively identified them as that of the Decedent; OR

(Initials)

The Authorizing Agent has DECLINED or is UNABLE to view the Decedent BUT has positively identified them as that of the Decedent through other methods, as documented by the Funeral Home.

Colerain Township Custodial Care

B. ARTIFICIAL DEVICES

Mechanical devices, artificial implants, pacemakers, and certain nuclear medicine residues may create a hazardous condition when placed in a cremation chamber and subjected to high heat. Please list any Artificial Devices implanted in or attached to Decedent or identify if the Decedent was treated with any Radioactive Materials.

Description of Devices: Unknown

(Initials)

The Decedent does not have attached, in, or on them any of the Devices described in Section 1.B. on the reverse side; OR

(Initials)

As Authorizing Agent, I/we instruct the Funeral Home to remove each Device listed above and may charge for its services in making or arranging for such removal. Unless indicated directly below, Crematory is to dispose of all such Devices in any manner it sees fit including recycling, and at any time, however Funeral Home and Crematory shall not sell any devices or foreign material from Cremation.

C. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses, and shoes, will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion, unless specific instructions for delivery are given. If no specific instructions are given, I/we release the Funeral Home from liability for these items.

(Initials)

As Authorizing Agent, I/we understand that all instructions regarding the delivery or destruction of the Decedent's personal effects are contained in a separate form, see attached **Personal Effects Form**.

D. RECYCLING

After the cremated remains are removed from the cremation chamber, all non-combustible metal materials (insofar as possible) will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory shall dispose of and/or recycle any non-combustible metallic items including but not limited to hinges, latches, nails, screws, staples, plates, metal prosthesis, implants, or any other non-organic materials. The Crematory will not receive direct compensation for the recycled items, but donates the compensation to a charity of its choice.

(Initials)

As Authorizing Agent, I/we have read and understand the Recycling terms and provisions and hereby authorize the disposition of any and all non-organic materials.

2. CREMATION CONTAINER AND URN

A. CREMATION CONTAINER

Ohio Law requires the remains of Decedent to be in a suitable container for cremation. The Crematory requires a combustible cremation container. If the Crematory accepts a non-combustible container, then the Crematory is authorized to dispose of the container in any way it sees fit.

Type of Container Selected: Alternative Cardboard Cremation Container

B. URN

A formal or decorative urn to hold the cremated remains may be purchased but is not required. If an urn is not purchased, the cremated remains must be delivered in a rigid container. If multiple urns / keepsakes are selected please identify in Section 5 all individuals who will be able to receive them.



Urn selected by Authorizing Agent. Description of urn: Black Plastic Temp Urn



Memorialization / Keepsakes/Jewelry # _____ Description: _____

Total No: Urns/Keepsakes: 1

3. MULTIPLE CREMATIONS, WITNESS, SERVICE, AND TIME

A. MULTIPLE CREMATIONS

(Initials)

As Authorizing Agent, I/we authorize the simultaneous cremation of the remains of the Decedent with the decedent named below. I/we certify that this multiple cremation meets the legal requirements set forth on the reverse side.

Name of Other Decedent: _____

B. WITNESSES

The Crematory allows witnessing of the initial cremation process. As authorizing agent I allow:

(Initials)

Yes witnesses (see attached *Witness Acknowledgement Form*); OR

(Initials)

No witnesses

C. SERVICES

Prior to the cremation of the Decedent, a visitation and/or funeral ceremony was arranged as set forth below:

Date: _____ Time: _____ Place of Ceremonies: _____

Date: _____ Time: _____ Place of Ceremonies: _____

D. TIME

The cremation of the Decedent cannot take place until all legal requirements including a waiting period have been fulfilled. If the Decedent is not embalmed and if the cremation is not to occur immediately upon delivery of the remains to the Crematory, the Crematory will place the Decedent in a refrigerated facility for which there may be a daily charge.

Decedent: ☐ embalmed. ☒ not to be embalmed.

Please initial one of the following:

(Initials)

The Crematory may perform the cremation of the Decedent at a time and date as its work schedule permits and without any further notification to the Authorizing Agent.

OR

(Initials)

The Crematory is to use its best efforts to schedule the cremation in accordance with the following time: _____

4. AUTHORIZATION & CREMATION PROCESS

A. AGENT

As Authorizing Agent, I/we represent that I/we have the right to authorize the cremation of the Decedent and warrant:

(Initials)

As Authorizing Agent, I/we have filled in Section 4.A. I/we understand that any living person who meets the qualifications of any level above or equal to the one I/we filled in would have a superior or equal right to act as the Authorizing Agent. I/we do not have actual knowledge of the existence of any living person who has a superior or equal right to act as the Authorizing Agent; OR

(Initials)

As Authorizing Agent, I/we have filled in Section 4.A. I/we are aware of a living person or persons who have a superior priority right to act as Authorizing Agent. I/we have made reasonable efforts to contact such person(s) and have been unable to do so. I/we have no reason to believe that the person(s) with the superior priority right would object to the cremation of the Decedent.

Name of Authorizing Agent	Address	Telephone	Relationship*
Colerain Township	4200 Springdale Road, Cincinnati, OH 45251	(513) 385-7500 (home)	Public Official

*Choose from selection in 4.A on reverse side.

B. CREMATION PROCESS

(Initials)

As Authorizing Agent, I/we have read and understand the description of the cremation process contained in Section 4.B. on the reverse side and authorize the cremation, processing and pulverization of the remains of the Decedent. I/we further authorize the Funeral Home to deliver the Decedent to the Crematory for the purpose of the cremation.

5. FINAL DISPOSITION

(Initials)

Crematory will deliver or mail (Priority Mail Express) the cremated remains to ☐ Funeral Home; OR ☐ the name and address listed below:

(Initials)

The cremated remains will be held by Funeral Home for pick-up, and Location is authorized to release the cremated remains to name and address identified and listed below;

Name (Designee): _____ Relationship: _____

Address: _____

Name (Designee): _____ Relationship: _____

Address: _____

Name (Designee): _____ Relationship: _____

Address: _____

(Initials)

Other Method Disposition (Describe): Placement in Spring Grove Cemetery's non-recoverable ossuary.

6. CERTIFICATION AND INDEMNIFICATION

I/We have the right and hereby authorize the cremation of the Decedent and the disposition of the cremated remains pursuant to the regulations of the Crematory and the instructions on this form. I/We agree to release and indemnify the Funeral Home and Crematory, their officers, directors, agents and employees, from any claim, liability, cost or expense resulting from its reliance on or performance consistent with the directions, declarations, representations, authorizations and agreements herein. I/We release the Funeral Home and Crematory from liability for the cremated remains upon delivery to a reputable common carrier. I/We agree that the Funeral Home's or Crematory's liability for future negligent acts (of itself or its agents or employees) is limited to a refund of the cremation fees paid by me/us. I/We warrant that all representations and statements contained in this form are true and correct. These statements are being relied upon by the Funeral Home and Crematory. I/We have read and understood all pages of this document.

This authorization for cremation and disposition was executed at SGCS, this 22nd day of March, 2022.

Signature of Authorizing Agent: _____ Name: Colerain Township

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Witness*: _____ Name: _____

*If a Funeral Director witnesses the execution of this Authorization by the Authorizing Agent, the Funeral Director verifies, based on the representations of the Authorizing Agent(s) listed in Section 4, that the Decedent being transferred to the custody of the Crematory are those of the Decedent identified in Section 1, and represents that a Burial Permit, Burial Transit Permit or Cremation Permit authorizing the cremation of the Decedent will be delivered to Crematory.

7. FUNERAL HOME AND CREMATORY

The Authorizing Agent authorizes the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Authorizing Agent contained in this Authorization.

Name of Funeral Home: Spring Grove Funeral Homes/Spring Grove Cremation Society

Address: 9100 Plainfield Rd, Cincinnati, OH 45236

Crematory: Spring Grove Cemetery & Arboretum
Address: 4521 Spring Grove Avenue, Cincinnati, Ohio 45232
(513) 681-6680 or 1(888) 853-2230

8. CERTIFICATE BY FUNERAL HOME UPON TRANSFER OF DECEDENT'S REMAINS TO CREMATORY

The Funeral Home certifies that the remains being transferred to the custody of the Crematory are those of the Decedent identified in Section 1 hereof and that the Funeral Home, based upon the representations of the Authorizing Agent in Section 4 hereof, has taken reasonable precautions to ensure the removal of any Device listed in Section 1.B. from the Decedent or to render such Device non-hazardous. The Funeral Home also certifies that any items listed in Section 1.C. hereof have been removed from the remains of the Decedent for the purpose of delivery to the Authorizing Agent.

Date: _____ FUNERAL HOME: Spring Grove Funeral Homes/Spring Grove Cremation Society

By: _____
(Licensed Funeral Director)



Spring Grove Cremation Society

INVENTORY and DISPOSITION of PERSONAL EFFECTS

Deceased: Sharon Burke

Date Received: 3/12/2022

Qty.	Item/Description	Funeral Home Dispose	Bury or Cremate with Deceased	Place with Cremated Remains	Return to Family
1	Hospital Gown	☒	☐	☐	☐
2	Blue Socks	☒	☐	☐	☐
2	Bed Sheet	☒	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

Delivered By: **On Transfer**

Received By: **Jake T.**

Authorization for Disposition

The above listed personal belongings were received and shall be disposed of as indicated above; the disposition is authorized by:

[Signature]

[Signature]

3/22/22

Name of Authorizing Agent (Print Clearly)

Signature of Authorizing Agent

Date

* If Disposition is listed as "Return to Family", the following individual may receive said items:

Name

Relationship

Phone

Acknowledgement of Receipt of Personal Effects

I hereby acknowledge receipt of the above listed items

Name of Authorizing Agent (Print Clearly)
Or, individual listed above to receive items

Signature of Authorized Agent
Or, individual listed above to receive items

Date

Funeral Home Verification of Disposition of Personal Effects

I hereby verify the disposition of the personal effects as listed above.

Name of Funeral Director (Print Clearly)

Signature of Funeral Director

Date

NOTES:

Office
4521 Spring Grove Avenue
Cincinnati, Ohio 45232
Phone (513) 681-PLAN (7526)

Spring Grove Cemetery and Arboretum

-Purchase Agreement-



Contract# _____

The undersigned, referred to (together if more than one) as "Purchaser", subject to the terms and conditions set forth on both sides of this Agreement, agrees to purchase from Spring Grove Cemetery and Arboretum ("Cemetery") the right(s) indicated below:

LAND 1 Burial right(s)

Section 141G Lot 0

Space(s) _____ Lot Area: ~ sq. ft. \$ 300.00

If number of Burial rights not specified, the number of Burials permitted depends on the size and shape of the Lot and will be determined under Cemetery's Rules and Regulations in effect at time of Burial.

MAUSOLEUM/LAWN CRYPT _____ Entombment right(s) in the _____ Mausoleum.

Crypt Location _____ \$ _____

Lawn Crypt, Section _____ Unit _____ \$ _____

NICHES _____ Inurnment right(s)

Niche Location _____ \$ _____

OTHER FEES

_____ Cremation Certificate(s) \$ _____

_____ Opening and Closing Fee (of interment space) \$ _____

_____ Second Right(s) of Disposition (right to place an additional urn in the crypt or space listed, or other location if specified: _____) \$ _____

PRODUCTS/MERCHANDISE

_____ Outer Burial Container(s) \$ _____
(or substantial equivalent)

_____ Marker(s) \$ _____
(or substantial equivalent)

_____ Monument(s) \$ _____
(or substantial equivalent)

_____ Urn(s) \$ _____
(or substantial equivalent)

1 OTHER Placement Certificate \$ - 300.00
(or substantial equivalent)

Sales Tax \$ 0.00

TOTAL CASH PRICE \$ 0.00

Alternate space selection _____ (to be used if the space designated above is unavailable).

This space is ☐ existing ☐ under construction ☐ planned

Services of Cemetery personnel in opening and closing land, crypts and niches at the time of use are included only if purchased above.

Upon payment in full, ownership of the above rights is to be registered in the name(s) of the following registered owners

Colerain Township-Jeff Weckbach

Such right(s) cannot be used until the Total Sale Price is paid, and until such time, Cemetery reserves a security interest and the title to all property being purchased.

Total Sale Price (cash price)\$ 300.00

Less:

Cash Down Payment\$ _____

Exchange Credit\$ _____

Total Down Payment.....\$ Placement Certificate \$300.00

Unpaid Balance\$ 0.00

Purchaser agrees to pay the Unpaid Balance on or before _____

THERE IS NO FINANCE CHARGE

This Agreement shall become effective when accepted by the Cemetery. Purchaser acknowledges receipt of a completed and signed copy of this Agreement. The Cemetery will notify the Purchaser within 14 days if this agreement is not accepted. (See the reverse side of this form for additional terms and conditions.)

THE CEMETERY'S RULES AND REGULATIONS ARE PART OF YOUR CONTRACT AND ARE SUBJECT TO CHANGE FROM TIME TO TIME. YOU ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN A FREE COPY OF THE CURRENT RULES AND REGULATIONS PRIOR TO SIGNING THIS AGREEMENT. UPON ANY LATER REQUEST, THE CEMETERY AGREES TO GIVE YOU A FREE COPY OF THE VERSION THEN IN EFFECT.

YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION ON THE REVERSE SIDE OF THIS FORM FOR AN EXPLANATION OF THIS RIGHT.

Sign Here

Signature _____
Colerain Township-Jeff Weckbach
Signature _____
4200 Springdale Road
Street
Cincinnati, Ohio 45251
City, State, Zip Code
513-385-7500
Phone (Home) _____ (Work) _____ (Cell) _____
Email: jweckbach@colerain.org

Cemetery Acceptance _____

Date _____

Remarks _____

Placement of: Sharon Burke

in Spring Grove Ossuary Section 141G, Lot 0

Prepared by _____

Date _____

Ossuary Inurnment Authorization

TO:



SPRING GROVE
Cemeteries - Funeral Homes - Crematory
www.springgrove.org

Spring Grove Cemetery and Arboretum ("Cemetery")
4521 Spring Grove Avenue
Cincinnati, Ohio 45232-2925

Pursuant to and subject to the Cemetery's Rules and Regulations as in effect from time to time (the "Rules and Regulations"), I hereby make the authorizations set forth below. Terms used in this document which are defined in the Rules and Regulations have the meanings set forth therein; for example, "burial" includes interment, entombment, and inurnment.

This authorization pertains to the following burial location in the Cemetery (collectively, the "Location"):
Garden LN, Section 141G, Lot 0

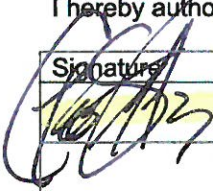
Name of the Deceased: **Sharon Burke**

I understand that the Deceased will be inurned in a place designed for the communal disposition of cremated remains of multiple unrelated persons, where the urns used are made from biodegradable material resulting in eventual commingling of remains in contact with the soil. No individual memorialization on the ossuary is permitted in connection with any inurnment in an ossuary but a cenotaph may be placed elsewhere in the Cemetery in accordance with applicable rules for the selected cenotaph location. Unless otherwise directed, the Cemetery will maintain a listing of each person inurned in an ossuary on its website and in any other public directories of burials in the Cemetery.

Remains placed in an ossuary are not recoverable, and the Cemetery shall have no liability for failing to disinter, or attempt to disinter, remains in those locations if the Cemetery determines that recovery is not likely to be feasible.

I certify that the information provided by me in this Authorization and attachments is true and correct, and I agree to defend and indemnify the Cemetery against any third-party claim arising from reliance on this Authorization.

I hereby authorize the burial of the Deceased in the Location.

Signature	Print Name	Relationship to the Deceased	Date
	Cecilain Township-Jeff Weckbach <i>Geoff M. H. Z.</i>	Public Official	3.22.22

Spring Grove Cremation Society Representative

Date

Revised 05/2019

Funeral Purchase Agreement



Spring Grove Funeral Homes
9100 Plainfield Rd, Cincinnati, OH
45236
(513) 853-6868

No. 22-5-501850
Deceased: Sharon Burke
Date of Death: 03/12/2022
Place of Death: Cincinnati, OH
Date of Statement: 03/22/2022

A. CHARGE FOR SERVICES SELECTED

Professional Services

Basic Services or Overhead \$347.00
Cremation at Spring Grove Crematory \$175.00

Facilities, Equipment & Staff:

Transportation:

Removal of deceased from place of death into our
care (within 25-mile radius) \$220.00

TOTAL OF SERVICES SELECTED \$742.00

B. MERCHANDISE

Cardboard Cremation Container \$25.00
Temporary Plastic Container(For Cremated
Remains) \$25.00

TOTAL OF MERCHANDISE \$50.00

TOTAL FUNERAL HOME CHARGES \$792.00
(this does not include Cash advances)

C. CASH ADVANCES

(Payments made to others on your behalf.)

Burial/Cremation Permit \$3.00

TOTAL CASH ADVANCES: \$3.00

STATEMENT OF

FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items you selected or that are required. If we are required by law or by cemetery or crematory to use any items, we will explain the reasons in writing below. If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as direct cremation or immediate burial. If we charge for embalming, we will explain why below.

Legal, cemetery or crematory requirements compelling the purchase of any items listed herein.

Reason for Embalming:

Cemetery Requirements:

Crematory Requirements:

Price Lists: The Purchaser, by signing below, acknowledges they were given a copy of the price lists indicated below.

General Price List Casket Price List Outer Burial Price List

Disclaimers of Warranties

The only warranty on the casket and/or outer burial container sold in connection with this service is the express written warranty, if any, granted by the manufacturer. Spring Grove Funeral Homes makes no warranty express or implied, including any implied warranty of fitness for a particular purpose, with respect to the casket and/or outer burial container.

We acknowledge that the funeral home's standard processes may include the capture and storing of the Decedent's finger or thumb print(s) which may be used for: (1) identifying; tracking the Deceased and/or the Deceased's property; or (2) later use by the family for creating memorial mementos or other memorialization

Acknowledgements & Agreement To Pay

In the event I default in payment to Spring Grove Funeral Homes, I agree to pay reasonable attorney's fees and court costs in addition to any Late Charges applicable. I understand and agree that I am assuming personal liability for the charges set forth in this Statement and that this is in addition to the liability imposed by law upon the estate of the deceased. By my signature below, I hereby acknowledge receipt of a copy of this Statement.

All Insurance Assignments are pending verification from the
Initial Insurance Company(s)

Payment is due by
Initial

SUMMARY

A. Services	\$742.00
B. Merchandise	\$50.00
C. Cash Advances	\$3.00
Sales Tax	\$0.00
GRAND TOTAL	\$795.00

PAYMENTS

PAYMENTS TOTAL: \$0.00

Credits & Adjustments

BALANCE DUE: \$795.00

I/We agree to pay the full balance on this statement, plus any late charges, in the event I/We default in payment of the funeral account. If more than one person is signing this agreement, I/We agree that we are individually responsible for the entire balance due. I/We understand and agree that any portion of this account not paid by any individual signer is the full responsibility of each and every signer. I/We agree to pay the charges set forth in this statement and acknowledge that this is in addition to the liability imposed by law upon the estate of the deceased. By my/our signature below, I/We hereby agree to all of the above and acknowledge receipt of a copy of this statement.

Signature of Purchaser Date

Colerain Township

Purchaser Name

4200 Springdale Road Cincinnati, OH 45251

Address City, State Zip

Phone

ACCEPTANCE: This funeral establishment agrees to provide all services, merchandise, and cash advances indicated on this Statement.

BY:

Funeral Director: Samantha Bonham

Signature of Co-Purchaser Date

Co-Purchaser Name

Address City, State Zip

Phone

Spring Grove Funeral Homes

License #:

CONSENT ITEMS

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

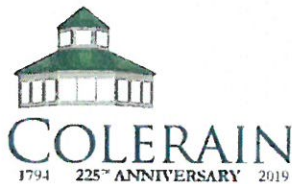
New Hire - Police Officer - Police Department

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Jordan Meinking

The wage for this job is \$32.69 per hour for 40 hours per week. Contingent upon Board approval and successful completion of the medical and psychological examination, he would be eligible to begin work on April 13, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 4/12/2022

Job Code: 146 – Uniformed Police Officer Position Number: ~~4055~~⁴⁰⁵⁴ Uniformed Police Officer

Status: ☒ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☐ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Jordan Meinking

Hourly rate: \$32.69 Employee Supervisor: Asst. Chief Edwin Cordie

Min/Max hours/week: 40

Proposed start date: 04/12/2022 Eligibility Date: 04/12/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Mark Denney

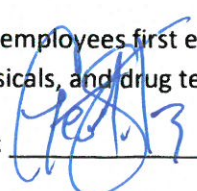
Signature: 

Date: 3/31/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 1/12/2022

Administrator Signature: 

Date: 3.31.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Sergeant Jamie Penley, Kelley Hopewell, Patrick Enneking

Interview dates: 3/14/22

Number of applications: 23

Number of candidates interviewed: 19

CONSENT ITEMS

Department: Police

Department Director: Mark Denney, Police Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services

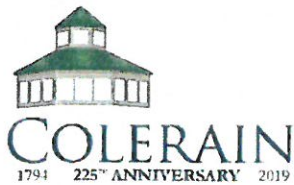
New Hire - Police Officer - Police Department

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Robert Bolt

The wage for this job is \$32.69 per hour for 40 hours per week. Contingent upon Board approval and successful completion of the medical and psychological examination, he would be eligible to begin work on April 13, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 4/12/2022

Job Code: 146 – Uniformed Police Officer Position Number: ⁴⁰⁶⁰~~4055~~ Uniformed Police Officer

Status: ☒ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☐ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Robert Bolt

Hourly rate: \$32.69 Employee Supervisor: Asst. Chief Edwin Cordie

Min/Max hours/week: 40

Proposed start date: 04/12/2022 Eligibility Date: 04/12/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Mark Denney

Signature: _____

Date: 3/31/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 1/12/2022

Administrator Signature: _____

Date: 3/31/22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Sergeant Jamie Penley, Kelley Hopewell, Patrick Enneking

Interview dates: 3/14/22

Number of applications: 23

Number of candidates interviewed: 19

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

New Hire - Seasonal Maintenance Workers - Public Services

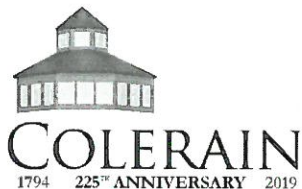
Recommend approval of all consent items.

Rationale:

The position of Seasonal Maintenance Worker was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals at the following rates:

- Cody Brown: \$14.50/hour
- Matt Moore: \$13/hour
- Nolan Worley: \$13/hour
- Dylan Bigner: \$14.50/hour
- Jaden Chappell: \$13/hour

Workers may work up to 40 hours per week. Contingent upon Board approval, all are be eligible to begin work on April 13, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 163

Position Number: 5107

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Dylan Biger

Hourly rate: 14.50/hour

Employee Supervisor: Roger Krebs

Min/Max hours/week: 40

Proposed start date: 05/2/2022 Eligibility Date: 04/13/2022

Tentative schedule of hours: M-F 7:00-3:30

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Jeff Weckbach

Signature:

Date: 04/05/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 04/13/2022

Administrator Signature:

Date: 4.5.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☒ Township Website
- ☐ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 01/20/2022

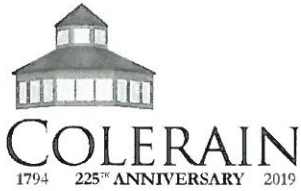
Date posting closed: N/A

Interview Committee: Roger Krebs, Geoff Payne

Interview dates: 04/02/2022

Number of applications: 6

Number of candidates interviewed: 6



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 163

Position Number: 5104

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Cody Brown

Hourly rate: 14.50/hour

Employee Supervisor: Roger Krebs

Min/Max hours/week: 40

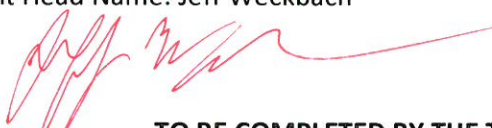
Proposed start date: 05/2/2022 Eligibility Date: 04/13/2022

Tentative schedule of hours: M-F 7:00-3:30

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Jeff Weckbach

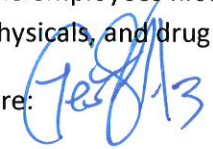
Signature: 

Date: 04/05/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 04/13/2022

Administrator Signature: 

Date: 4.5.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☒ Township Website
- ☐ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 01/20/2022

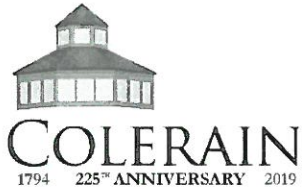
Date posting closed: N/A

Interview Committee: Roger Krebs, Geoff Payne

Interview dates: 04/02/2022

Number of applications: 6

Number of candidates interviewed: 6



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 163

Position Number: 5104⁸

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Jaden Chappell

Hourly rate: 13/hour

Employee Supervisor: Roger Krebs

Min/Max hours/week: 40

Proposed start date: 04/13/2022

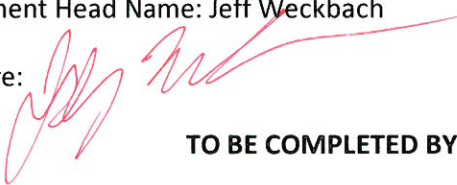
Eligibility Date: 04/13/2022

Tentative schedule of hours: M-F 7:00-3:30

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Jeff Weckbach

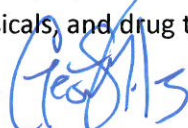
Signature: 

Date: 04/05/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 04/13/2022

Administrator Signature: 

Date: 4.5.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☒ Township Website
- ☐ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 01/20/2022

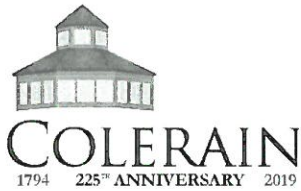
Date posting closed: N/A

Interview Committee: Roger Krebs, Geoff Payne

Interview dates: 04/02/2022

Number of applications: 6

Number of candidates interviewed: 6



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 4/12/2022

Job Code: 163- Seasonal Maintenance Worker Position Number: 5104- Seasonal Maintenance Worker

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Cody Brown

Hourly rate: \$14.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 30-40 hrs per week

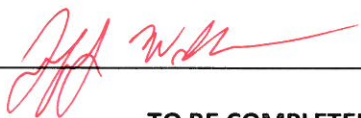
Proposed start date: 04/13/2022 Eligibility Date: 04/13/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Jeff Weckbach

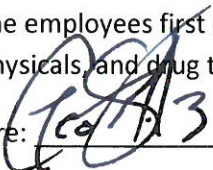
Signature: 

Date: 3/25/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 4/13/2022

Administrator Signature: 

Date: 3.25.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: 1/20/2022

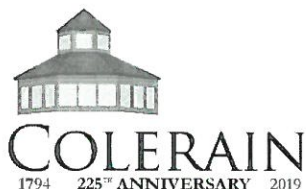
Date posting closed: Ongoing Process

Interview Committee: Roger Krebs, Geoff Payne

Interview dates: 3/23/2022

Number of applications: 4

Number of candidates interviewed: 4



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 163- Seasonal Maintenance Worker Position Number: 5105- Seasonal Maintenance Worker

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Matthew Moore

Hourly rate: \$13.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 30-40 hrs per week

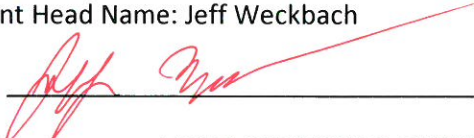
Proposed start date: 04/13/2022 Eligibility Date: 04/13/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Jeff Weckbach

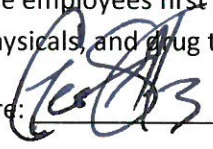
Signature: 

Date: 3/25/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 4/13/2022

Administrator Signature: 

Date: 3.25.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: 1/20/2022

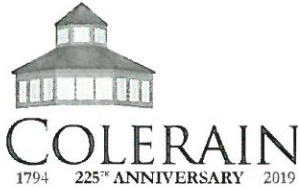
Date posting closed: Ongoing Process

Interview Committee: Roger Krebs, Geoff Payne

Interview dates: 3/23/2022

Number of applications: 4

Number of candidates interviewed: 4



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 163- Seasonal Maintenance Worker Position Number: 5106- Seasonal Maintenance Worker

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Matthew Moore

Hourly rate: \$13.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 30-40 hrs per week

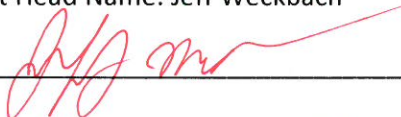
Proposed start date: 04/13/2022 Eligibility Date: 04/13/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Jeff Weckbach

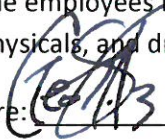
Signature: 

Date: 3/25/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 4/13/2022

Administrator Signature: 

Date: 3.25.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: 1/20/2022

Date posting closed: Ongoing Process

Interview Committee: Roger Krebs, Geoff Payne

Interview dates: 3/23/2022

Number of applications: 4

Number of candidates interviewed: 4

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping

New Hire - Litter Laborers - Public Services

Recommend approval of all consent items.

Rationale:

The position of Litter Laborer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals: Rick Hauss and Vince Bennett.

The wage for this job is \$15 per hour for 20 hours per week. Contingent upon Board approval, he would be eligible to begin work on April 13, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 171- Litter Laborer Position Number: 5131- Litter Laborer

Status: ☐ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Rick Hauss

Hourly rate: \$15.00 Employee Supervisor: Dan Schulte

Min/Max hours/week: 20 hrs per week

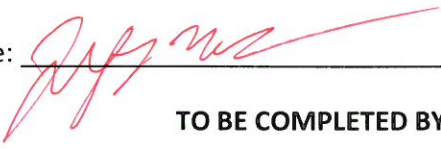
Proposed start date: 04/13/2022 Eligibility Date: 04/13/2022

Tentative schedule of hours: 20 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Jeff Weckbach

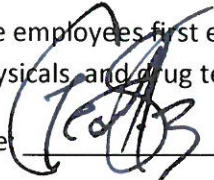
Signature: 

Date: 3/25/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employee's first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 4/13/2022

Administrator Signature: 

Date: 3.25.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: 10/28/2022

Date posting closed: Ongoing Process

Interview Committee: Dan Schulte, Tawanna Molter, Renetta Edwards, Jeff Weckbach

Interview dates: 3/23/2022

Number of applications: 5

Number of candidates interviewed: 4 and 1 no-show



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 171 – Litter Laborer Position Number: 5132

Status: ☐ Full Time ☒ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☐ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Vincent Bennett

Hourly rate: \$15.00 Employee Supervisor: Dan Schulte

Min/Max hours/week: 20 hours per week

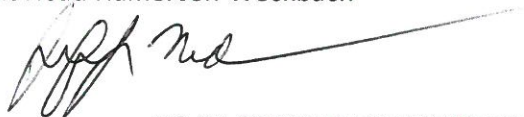
Proposed start date: 04/19/2022 Eligibility Date: 04/13/2022

Tentative schedule of hours: 20 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Jeff Weckbach

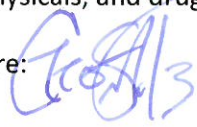
Signature: 

Date: 04/07/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 04/13/2022

Administrator Signature: 

Date: 4.7.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: 10/28/2022

Date posting closed: Ongoing Process

Interview Committee: Dan Schulte, Tawanna Molter, Renetta Edwards, Jeff Weckbach

Interview dates: 03/23/2022

Number of applications: 5

Number of candidates interviewed: 4 and 1 no show

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #6: Continuously Improve the Operations of the Township

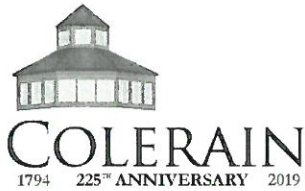
New Hire - Assistant Summer Camp Director - Public Services

Recommend approval of all consent items.

Rationale:

The position of Assistant Summer Camp Director was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Rachel Aston.

The wage for this job is \$12.00 per hour for 20 hours per week. Contingent upon Board approval, he would be eligible to begin work on April 13, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 165 Position Number: 5112

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☒ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Rachel Ashton

Hourly rate: 12/hour Employee Supervisor: Leah McMillan

Min/Max hours/week: 20

Proposed start date: 04/13/2022

Eligibility Date: 04/13/2022

Tentative schedule of hours: M-F; 8am-12pm

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Jeff Weckbach

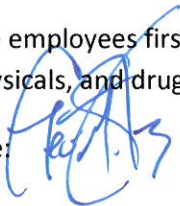
Signature: 

Date: 04/04/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 04/13/2022

Administrator Signature: 

Date: 04/04/2022

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☐ Social media

☐ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☐ Other job boards

Hiring Process Timeline:

Date of initial posting: 02/17/2022

Date posting closed: 04/13/2022

Interview Committee: Tawanna Molter, Leah McMillan

Interview dates: 04/01/2022

Number of applications: 3

Number of candidates interviewed: 3

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services.

New Hire - Seasonal Fire Hydrant Maintenance Workers - Department of Fire & EMS

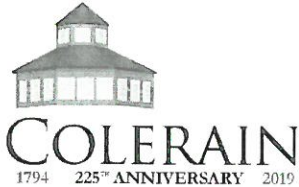
Recommend approval of all consent items.

Rationale:

The position of **Seasonal Fire Hydrant Maintenance Workers** was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals:

1. Alex Allen
2. Shane McNally
3. Carson Settergren

The wage for this job is \$11.33 per hour for no more than 30 hours per week. Contingent upon Board approval, they would be eligible to begin work on April 17, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
- ☐ Reconfiguration of position - Date of Trustee Approval
- ☒ Replacement existing vacancy

Job Code: 116 Position Number: 2027

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☐ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Carson Settergren

Hourly rate: \$11.33 Employee Supervisor: David Strittholt

Min/Max hours/week: 30

Proposed start date: April 17th, 2022 Eligibility Date: April 17th, 2022

Tentative schedule of hours: 8am – 5pm

Does this position supervise staff? ☐ Yes ☒ No

Comments: Seasonal Hydrant Employee

Department Head Name: Allen Walls

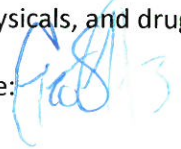
Signature: Allen Walls

Date: March 28th, 2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: February 20, 2022

Administrator Signature: 

Date: 03/31/2022

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☐ Township Website
- ☒ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline: Ongoing

Date of initial posting: Ongoing

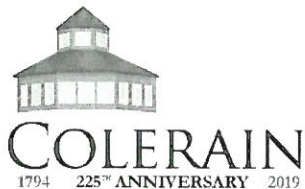
Date posting closed: Ongoing

Interview Committee: David Strittholt

Interview dates: March 10, 2022

Number of applications: 4

Number of candidates interviewed: 4



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 116 Position Number: 2026

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☐ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Alexander Allen

Hourly rate: \$11.33 Employee Supervisor: David Strittholt

Min/Max hours/week: 30

Proposed start date: April 17th, 2022 Eligibility Date: April 17th, 2022

Tentative schedule of hours: 8am – 5pm

Does this position supervise staff? ☐ Yes ☒ No

Comments: Seasonal Hydrant Employee

Department Head Name: Allen Walls

Signature: Allen Walls

Date: March 28th, 2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: February 20, 2022

Administrator Signature:

Date: 03/31/2022

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☐ Township Website
- ☒ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline: Ongoing

Date of initial posting: Ongoing

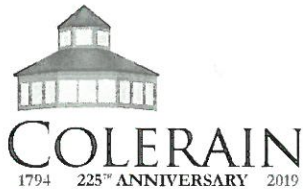
Date posting closed: Ongoing

Interview Committee: David Strittholt

Interview dates: March 10, 2022

Number of applications: 4

Number of candidates interviewed: 4



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 116 Position Number: 2028

Status: ☐ Full Time ☐ Permanent ☐ FLSA Exempt ☐ CBA Position
☐ Part Time ☒ Temporary/Seasonal ☒ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Shane McNally

Hourly rate: \$11.33 Employee Supervisor: David Strittholt

Min/Max hours/week: 30

Proposed start date: April 17th, 2022 Eligibility Date: April 17th, 2022

Tentative schedule of hours: 8am – 5pm

Does this position supervise staff? ☐ Yes ☒ No

Comments: Seasonal Hydrant Employee

Department Head Name: Allen Walls

Signature: Allen Walls

Date: March 28th, 2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: February 20, 2022

Administrator Signature:

Date: 03/31/2022

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

- ☐ Township Website
- ☒ Internal Bulletin Board
- ☐ Social media
 - ☐ Facebook
 - ☐ LinkedIn
 - ☐ Twitter
 - ☐ Other
- ☐ Newspapers
- ☐ Other job boards

Hiring Process Timeline: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: David Strittholt

Interview dates: March 10, 2022

Number of applications: 4

Number of candidates interviewed: 4

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #5: Continue to Provide High Quality Safety Services.

New Hire - Executive Assistant - Department of Fire & EMS

Recommend approval of all consent items.

Rationale:

The position of Executive Assistant was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Shannon Baker.

The wage for this job is \$63,000.00 per year. Contingent upon Board approval, he would be eligible to begin work on April 17, 2022.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Shannon Baker
Board Approved
Date: 4/12/2022

Department: Fire & EMS
Date Effective: 4/17/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: _____ Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: _____
Full-Time: ☐ Start Date: _____

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☒	Title/Dept: <u>Accounting Specialist</u>	Title/Dept: <u>Executive Assistant</u>
Promotion: ☐	Title/Dept: _____	Title/Dept: _____
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>\$61,859.20/\$29.74</u>	Salary: <u>\$63,000.00/\$30.29</u>
Status: ☐	Status: _____	Status: _____

Other changes: _____

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/iPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP Voluntary ☐ Life ☐

Eligible for Notice of
COBRA Rights? _____ Date
Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

VERIFICATION OF CHANGES

Administrator or Director Signature: _____ Date: _____

Finance Director: _____ Date: _____ Verify Final Payout ☐

CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

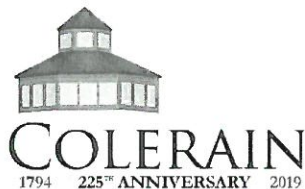
New Hire - Accounting Specialist - Administration

Recommend approval of all consent items.

Rationale:

The position of Accounting Specialist was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Sabrina Thurmond.

The wage for this job is \$27.88 per hour for 40 hours per week. Contingent upon Board approval, she would be eligible to begin work on April 13, 2022.



NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

- ☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy Date of Trustee Approval 4/12/2022

Job Code: 105- Accounting Specialist Position Number: 1014- Accounting Specialist

Status: ☒ Full Time ☒ Permanent ☒ FLSA Exempt ☐ CBA Position
☐ Part Time ☐ Temporary/Seasonal ☐ FLSA Non-Exempt ☒ Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Sabrina Thurmond

Annual rate: \$58,000 Employee Supervisor: Jeff McElravy

Min/Max hours/week: 40 hrs per week

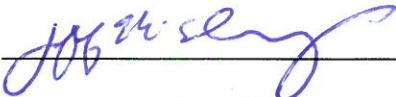
Proposed start date: 04/18/2022 Eligibility Date: 04/18/2022

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Jeff McElravy

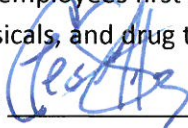
Signature: 

Date: 4/8/2022

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 4/8/2022

Administrator Signature: 

Date: 4.8.22

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒ Township Website

☐ Internal Bulletin Board

☒ Social media

☒ Facebook

☐ LinkedIn

☐ Twitter

☐ Other

☐ Newspapers

☒ Other job boards

Hiring Process Timeline:

Date of initial posting: 10/28/2022

Date posting closed: Ongoing Process

Interview Committee: Jeff McElravy, Jeff Weckbach,

Interview dates: 3/03/2022

Number of applications: 8

Number of candidates interviewed: 5