

Regular Meeting of the Board of Trustees - June 14

June 14, 2022

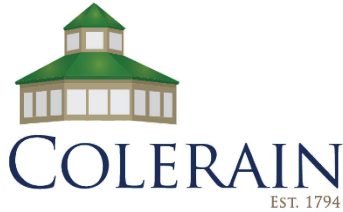
- 1. Opening of Meeting**
- 2. Executive Session 6:00 PM**
- 3. Pledge of Allegiance 7:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Approval of Minutes**
- 6. Presentations**
 - a. Presentation by Guide Studio about Branding
- 7. Citizens Address**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**

Administration

- a. Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with Anthem for Employee Benefits
- b. Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with Superior Dental Care for Employee Benefits
- c. Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with the Standard for Employee Benefits
- d. Motion Authorizing Township Administrator to Enter into a Memorandum of Understanding with IAFF
- e. Motion Authorizing Township Administrator to Enter into a Memorandum of Understanding with AFSCME
- f. Motion Authorizing Township Administrator to Enter into a Memorandum of Understanding with FOP (Gold and Blue)
- g. Motion to Establish a Public Hearing on the 2023 Tentative Tax Budget on Tuesday, June 28, 2022 at 7pm
- h. Resolution Authorizing The Adoption Of Amended Appropriations For The Year 2022
- i. Resolution Amending 2022 Strategic Plan and Budget

Public Safety

- a. Motion to Authorize the Township Administrator to Sign Purchase Agreement with Polaris Sales Inc.



- b. Motion to Accept the Police Department Employee Hiring Incentive Program
- c. Resolution Declaring a Junk Motor Vehicle
- d. Resolution Declaring a Junk Motor Vehicle
- 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 Declaring Nuisance and Ordering Abatement

Public Services

- a. Motion Authorizing Township Administrator to Execute Contract with Current for \$99,000 for Rooftop Solar System
- b. Motion to Authorize Township Administrator to Execute Agreement with Silco for Security Camera Upgrades in Township Parks
- c. Motion to Make a Donation to Summer Events Committee for 4th of July Fireworks for \$9,000
- d. Motion to Authorize Township Administrator to Execute Agreement with Strawser Construction for 2022 Cape Sealing for \$230,000
- e. Resolution Accepting Magnolia Woods Way, Daybreak Drive, and Merrill Court as Township Roads
- f. Resolution Accepting Daybreak Drive and Moonglow Court as Township Roads
- g. Resolution to Vacate Breezyacres Drive

Development

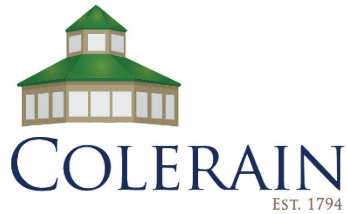
- a. Resolution for the Demolition of the Property at 9929 Capstan Drive
- b. Resolution for the Demolition of the Property at 7954 Harrison Avenue
- c. Resolution for the Demolition of the Property at 2864 Houston Road
- d. Resolution for the Demolition of the Property at 8806 Nabida Drive
- e. Resolution for the Demolition of the Property at 3483 Niagara Street
- f. Resolution for the Demolition of the Property at 3484 Niagara Street

11. Old Business

- a. Discussion of Fire Station Funding Options

12. Consent Items

- a. New Hire - Police Officer - Police Department
- b. New Hire - Summer Camp Counselors - Public Services



- c. New Hire - Part-Time Firefighter/EMT - Department of Fire and EMS
 - d. New Hire - Seasonal Maintenance Worker - Public Services
 - e. New Hire - Accounting Specialist - Finance Department
 - f. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS
 - g. Promotion - Part-Time Firefighter/EMT - Department of Fire and EMS
 - h. Contract - Hamilton County Public Health - Grant Agreement
 - i. Contract - Council on Aging - Meals
 - j. Contract - OEPA - Grant Agreement
 - k. Donation Acceptance - Department of Fire and EMS- \$200.00
13. **Fiscal Office Report**
14. **Executive Session** – if needed
15. **Adjournment**

PRESENTATIONS

Department: Administration

Department Director: Geoff Milz, Administrator

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

Presentation by Guide Studio about Branding

No action is requested of the Board.

Rationale:

Representatives of Guide Studio will be giving a presentation on the Township's branding initiative.

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

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

Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with Anthem for Employee Benefits

Recommend ADOPTION of the Motion.

Rationale:

Annually, the Township will work with its health care broker, McGohen Brabender to review the employee benefits program and to negotiate a new plan for employee medical, dental, vision, and life insurance. Based on the review of the marketplace, staff is recommending Anthem as the provider for medical and vision services. Below is a breakdown of rate changes:

- Medical: flat rate, no increase or decrease
- Vision: flat rate, no increase or decrease

It is important that the Township take action on these items today, as open enrollment for employees will need to begin prior to the next Board of Trustee meeting in order to comply with federal guidelines.

Your summary of benefits



Colerain Township Effective 8/1/2022

Your Plan: Anthem Blue Access PPO HSA

Your Network: Blue Access

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$2,800 person / \$5,400 family	\$7,500 person / \$15,000 family
Out-of-Pocket Limit	\$5,000 person / \$10,000 family	\$10,000 person / \$20,000 family
The family deductible and out-of-pocket maximum are embedded, meaning the cost shares of one family member will be applied to both per person deductible and per person out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the per person deductible or per person out-of-pocket maximum. All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). In-network and out-of-network deductibles and out-of-pocket maximum amounts are separate and do not accumulate toward each other.		
Preventive Care / Screening / Immunization	No charge	50% coinsurance after deductible is met
Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	50% coinsurance after deductible is met
<u>Virtual Care (Telemedicine / Telehealth Visits)</u>		
Virtual Visits - Online visits with Doctors who also provide services in person		
Primary Care (PCP)	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Mental Health and Substance Abuse care	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Specialist	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Medical Chats and Virtual (Video) Visits for Primary Care from our Online Provider K Health, through its affiliated Provider groups	0% coinsurance after deductible is met	

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Virtual Visits from Online Provider LiveHealth Online via www.livehealthonline.com ; our mobile app, website or Anthem-enabled device Primary Care (PCP) and Mental Health and Substance Abuse Specialist Care	20% coinsurance after deductible is met 20% coinsurance after deductible is met	
<u>Visits in an Office</u> Primary Care (PCP) Specialist Care	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Other Practitioner Visits</u> Routine Maternity Care (Prenatal and Postnatal) Retail Health Clinic Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i>	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Other Services in an Office</u> Allergy Testing Chemo/Radiation Therapy Dialysis/Hemodialysis Prescription Drugs <i>Dispensed in the office</i> Surgery	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Diagnostic Services</u> Lab Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
X-Ray		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i>		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Emergency and Urgent Care</u>		
Urgent Care	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Emergency Room Facility Services	20% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	20% coinsurance after deductible is met	Covered as In-Network
Ambulance	20% coinsurance after deductible is met	Covered as In-Network
<u>Outpatient Mental Health and Substance Abuse</u>		
Doctor Office Visit	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Facility Visit		
Facility Fees	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor Services	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Outpatient Surgery</u>		
Facility Fees		
Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u> Facility Fees Human Organ and Tissue Transplants <i>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i> Doctor and other services	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met 50% coinsurance after deductible is met
<u>Recovery & Rehabilitation</u> Home Health Care <i>Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Rehabilitation services <i>Coverage for Occupational Therapy is limited to 20 visits per benefit period, Physical Therapy is limited to 20 visits per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.</i> Office Outpatient Hospital	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
Cardiac rehabilitation <i>Coverage is limited to 36 visits per benefit period.</i> Office Outpatient Hospital	20% coinsurance after deductible is met 20% coinsurance after deductible is met	50% coinsurance after deductible is met 50% coinsurance after deductible is met
Pulmonary rehabilitation <i>Coverage is limited to 20 visits per benefit period.</i> Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 150 days combined per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Inpatient Hospice	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Durable Medical Equipment	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Covered Prescription Drug Benefits	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage Cost shares for drugs included on the Essential drug list appear below. Drugs not included on the Essential drug list will not be covered. Your plan uses the Rx Base Network. You may receive up to a 90 day supply of medication at Retail 90 pharmacies.		
Home Delivery Pharmacy Maintenance medication are available through IngenioRx Home Delivery Pharmacy. You will need to call us on the number on your ID card to sign up when you first use the service.		
Tier 1 - Typically Generic <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$10 copay per prescription after deductible is met (retail) and \$25 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Prescription Drug Benefits	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Tier 2 – Typically Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$35 copay per prescription after deductible is met (retail) and \$90 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	\$60 copay per prescription after deductible is met (retail) and \$150 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic) <i>Per 30 day supply (specialty pharmacy).</i>	25% coinsurance up to \$250 per prescription after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. Only children's vision services count towards your out of pocket limit.</i>		
<u>Children's Vision (up to age 19)</u> Child Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount
<u>Adult Vision (age 19 and older)</u> Adult Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- Benefit Period – Plan Year
- Ohio's House Bill 388 and the Federal No Surprises Act establish patient protections including from Out-of-Network Providers' surprise bills ("balance billing") for Emergency Care and other specified items or services. We will comply with these new state and federal requirements including how we process claims from certain Out-of-Network Providers.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO HSA
Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

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Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 639-1634

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (833) 639-1634.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 639-1634:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 639-1634。

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French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 639-1634.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 639-1634.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 639-1634.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(833) 639-1634 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 639-1634로 문의하십시오.

Language Access Services:

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'ídiikidgo ná bohónéedzǫ́ dóó bee ahóót'i' t'áá ni nizaad k'ehǫ́ bee níl hodoonih t'áadoo bááh ilínígóó. Ata' halne'ígíí la' bich'í' hadeesdzih nínízingo kojí' hodiílnih (833) 639-1634.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 639-1634.

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Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 639-1634.

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It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Your summary of benefits



Colerain Township Effective 8/1/2022

Your Plan: Anthem Blue Access PPO HSA

Your Network: Blue Access

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The family deductible and out-of-pocket maximum are non-embedded, meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The per person deductible and per person out-of-pocket maximum only apply to individuals enrolled under single coverage. All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). In-network and out-of-network deductibles and out-of-pocket maximum amounts are separate and do not accumulate toward each other.		
Preventive Care / Screening / Immunization	No charge	20% coinsurance after deductible is met
Preventive Care for Chronic Conditions <i>per IRS guidelines</i>	No charge	20% coinsurance after deductible is met
<u>Virtual Care (Telemedicine / Telehealth Visits)</u> Virtual Visits - Online visits with Doctors who also provide services in person Primary Care (PCP) Mental Health and Substance Abuse care Specialist	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Medical Chats and Virtual (Video) Visits for Primary Care from our Online Provider K Health, through its affiliated Provider groups	0% coinsurance after deductible is met	

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Virtual Visits from Online Provider LiveHealth Online via www.livehealthonline.com ; our mobile app, website or Anthem-enabled device Primary Care (PCP) and Mental Health and Substance Abuse Specialist Care	0% coinsurance after deductible is met 0% coinsurance after deductible is met	
<u>Visits in an Office</u> Primary Care (PCP) Specialist Care	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
<u>Other Practitioner Visits</u> Routine Maternity Care (Prenatal and Postnatal) Retail Health Clinic Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
<u>Other Services in an Office</u> Allergy Testing Chemo/Radiation Therapy Dialysis/Hemodialysis Prescription Drugs <i>Dispensed in the office</i> Surgery	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
<u>Diagnostic Services</u> Lab Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
X-Ray		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i>		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Emergency and Urgent Care</u>		
Urgent Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance	0% coinsurance after deductible is met	Covered as In-Network
<u>Outpatient Mental Health and Substance Abuse</u>		
Doctor Office Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Facility Visit		
Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Outpatient Surgery</u>		
Facility Fees		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u> Facility Fees Human Organ and Tissue Transplants <i>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i> Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
<u>Recovery & Rehabilitation</u> Home Health Care <i>Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services <i>Coverage for Occupational Therapy is limited to 20 visits per benefit period, Physical Therapy is limited to 20 visits per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services..</i> Office Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Cardiac rehabilitation <i>Coverage is limited to 36 visits per benefit period.</i> Office Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Pulmonary rehabilitation <i>Coverage is limited to 20 visits per benefit period.</i> Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 150 days combined per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Inpatient Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Covered Prescription Drug Benefits	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit
Prescription Drug Coverage Cost shares for drugs included on the Essential drug list appear below. Drugs not included on the Essential drug list will not be covered. Your plan uses the Rx Base Network. You may receive up to a 90 day supply of medication at Retail 90 pharmacies.		
Home Delivery Pharmacy Maintenance medication are available through IngenioRx Home Delivery Pharmacy. You will need to call us on the number on your ID card to sign up when you first use the service.		
Tier 1 - Typically Generic <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Prescription Drug Benefits	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Tier 3 - Typically Non-Preferred Brand <i>Per 30 day supply (retail pharmacy and Retail 90 pharmacy). Per 90 day supply (home delivery).</i>	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic) <i>Per 30 day supply (specialty pharmacy).</i>	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Covered Vision Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. Only children's vision services count towards your out of pocket limit.</i>		
<u>Children's Vision (up to age 19)</u>		
Child Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	\$0 copayment up to plan's Maximum Allowed Amount
<u>Adult Vision (age 19 and older)</u>		
Adult Vision Deductible	\$0 person	\$0 person
Vision exam <i>Limited to 1 exam per benefit period.</i>	No charge	Reimbursed Up to \$42

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- Benefit Period – Plan Year
- Ohio's House Bill 388 and the Federal No Surprises Act establish patient protections including from Out-of-Network Providers' surprise bills ("balance billing") for Emergency Care and other specified items or services. We will comply

with these new state and federal requirements including how we process claims from certain Out-of-Network Providers.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO HSA

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 639-1634

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (833) 639-1634.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 639-1634:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 639-1634。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (833) 639-1634 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 639-1634.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 639-1634.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 639-1634.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(833) 639-1634 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 639-1634로 문의하십시오.

Language Access Services:

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'ídiikidgo ná bohónéedzǫ́ dóó bee ahóót'i' t'áá ni nizaad k'ehǫ́ bee níl hodoonih t'áadoo bááh ilínígóó. Ata' halne'ígíí la' bich'í' hadeesdzih nínízingo kojí' hodiílnih (833) 639-1634.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 639-1634.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 639-1634 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 639-1634.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 639-1634.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 639-1634.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 639-1634.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Effective:	08/01/2022 - 07/31/2023
Total subscribers:	151



Retail Pricing Guarantee	RETAIL NETWORK OPTION (select one) ☒ Rx Choice Tiered Network ☐ Base Network		Rx Choice Tiered Retail Pharmacy Network Broad retail network that includes pharmacies across Tiers 1 and 2. Tier 1 rates below, Tier 2 rates = Base.		Base Retail Pharmacy Network Broadest retail network. Ziplog service available for \$0.55 program	
			06/01/2022 - 07/31/2023		06/01/2022 - 07/31/2023	
	Brands 1-83 days' supply / Generics all days' supply Brand Discount % off AWP Brand Dispensing Fee per Rx Generic Discount % off AWP Generic Dispensing Fee per Rx		19.50% \$0.75 8.25% \$0.75		18.50% \$0.75 \$2.25% \$0.75	
Maintenance Pricing Guarantee	MAIL MAINTENANCE NETWORK OPTION: ☐ Optional Home Delivery ☒ Mandatory Home Delivery		Optional Home Delivery Standard mail order that allows members to receive a 90-day supply of maintenance medications through Anthem's Home Delivery Pharmacy.		Opt Out Home Delivery Members may choose to fill maintenance medications at retail or through Anthem's Home Delivery Pharmacy. (do not select with retail maintenance)	
			06/01/2022 - 07/31/2023		06/01/2022 - 07/31/2023	
	Brand Discount % off AWP Generic Discount % off AWP		24.00% 85.25%		24.00% 85.25%	
Maintenance Pricing Guarantee	RETAIL MAINTENANCE NETWORK OPTION: ☒ Retail Rx ☐ Rx Maintenance Rx		Rx Maintenance Rx Network A maintenance network and allow design supporting 90-day supply of maintenance medications at a retail 2,000 pharmacies (do not select with retail maintenance)		Base Retail Rx Pharmacy Network Broadest retail network.	
			06/01/2022 - 07/31/2023		06/01/2022 - 07/31/2023	
	Retail Rx Brand = 84 days' supply / Generics all days' supply - Rates Shown Above Brand Discount % off AWP Brand Dispensing Fee per Rx Generic Discount % off AWP Generic Dispensing Fee per Rx		24.00% \$0.00 85.25% \$0.00		20.50% \$0.00 n/a n/a	
Specialty Guarantee	SPECIALTY (select one) ☒ Inclusive Specialty ☐ Open Specialty		Inclusive Specialty Requires members to use Anthem's Specialty Pharmacy as the preferred provider under the pharmacy benefit. Inclusive includes IV, specialty medications, oral transplant medications and limited or exclusive specialty drugs the Anthem Specialty Pharmacy does not have access to; members have access to clinical pharmacies with inquiries to specialty medication drug therapy.			
			06/01/2022 - 07/31/2023			
	Overall Specialty Discount % off AWP Overall Specialty Dispensing Fee per Rx		19.00% \$0.00		Moving to Open Specialty Network will include lost value and members may experience access issues.	
Prescription Refill Guarantee	FORMULARY OPTION (select one) ☒ Essential Formulary		Essential Formulary General formulary offering for clients whose key priority is pharmacy cost control and total cost savings without sacrificing access to high-quality prescription drugs.			

The Pharmacy Pricing Guarantees presented here assume the adoption of all recommended programs.

Authorized Signature: _____

Title: _____

Document ID I-12562-49006-1-1

Pharmacy Pricing Assumptions & Conditions

COLERAIN TOWNSHIP

Effective:	08/01/2022 - 07/31/2023
Total subscribers:	151

General Conditions

The pricing and terms in this commercial proposal are being offered solely for COLERAIN TOWNSHIP with an effective date of 08/01/2022, for a term of 1 Year. In order for the proposed terms to apply, the client must notify Anthem of offer acceptance at least 90 days prior to the effective date. Guarantees are contingent upon a signed agreement and assume alignment with the proposed Preferred Drug List (PDL), including all prior authorization and utilization management criteria, and a plan design that allows for up to 90 days supply at mail. As a portion of our reasonable compensation for services provided, we will retain the difference, if any, between the invoiced amount to the client and the amount paid to the PBM for prescription drugs dispensed to members. Anthem may receive and retain administrative fees from our pharmacy vendor or directly from pharmaceutical manufacturers. COVID Test Kits, COVID Anti-Viral Medication and COVID Vaccines are excluded from all rebates, pricing calculations and performance guarantees under your PBM contract. Should the client terminate Pharmacy Services during the Agreement Period for reasons other than for cause an early termination fee may apply.

Offer applies only to commercial plans.

Upon thirty (30) days prior written notice, Anthem may modify or amend the financial provisions in a manner designed to account for the impact of the events identified below: The client does not implement the recommended formulary, clinical and cost-of-care management programs that are part of the Plan. Material differences between client's actual utilization and the data and assumptions used to develop this quote, including but not limited to the percentage of claims subject to a consumer driven health plan (CDHP). Anthem is no longer the sole administrator for the pharmacy benefit portion of client's Plan or the exclusive source of prescription drug rebates. Prescription drug rebate eligibility is modified under an agreement between PBM and its vendor or PBM and a manufacturer. The client has an onsite pharmacy and/or participates in the Federal 340B purchasing program which was not disclosed to Anthem at the time of underwriting. A government action or major change in pharmaceutical industry practices that eliminates or materially reduces the manufacturer Prescription drug rebate program. Unexpected market events including but not limited to product launches and or recalls / withdrawals. Changes in the AWP reporting source or in the manner in which AWP is calculated, including changes in the mark-up factor used to calculate AWP.

We reserve the right to modify, suspend or nullify our guarantees should one of the following happen: A change to the Plan benefits that result in a substantial change in the services to be performed by Anthem. Circumstances beyond Anthem's control including but not limited to any act of God, civil riot, floods, fire, pandemics, acts of terrorists, acts of war, or power outages that delay our performance or that of our vendors. The client terminates the Agreement before the end of a performance period, or we terminate it because of non-payment. The client withdraws from participation in particular programs tied to performance guarantee(s) prior to completion of the measurement period associated with the performance guarantees. Anthem does not receive information or other support from employer that would allow us to meet the Guarantee. Anthem reserves the right to modify the pricing and/or rebate guarantees in the event of unanticipated brand or generic drug launches or unforeseen delays in expected drug launches.

This document represents a summary of Anthem's pricing offer and is not intended to be all-inclusive; other standard terms, conditions and pricing may apply. Specific contract language will be provided upon request. If this summary conflicts with the Administrative Services Agreement, the Administrative Services Agreement controls.

Network Guarantees

Network guarantees do not apply to claims processed through onsite or client owned pharmacies.

Our network guarantees exclude the following claims: limited distribution, new to market drugs, biosimilars, authorized generics, compounds, home delivery with <60 days' supply, paper, out-of-network, vaccines, Supplies, 340B, OTC, COB, Indian Health, long term care, IV infusion, Military VA, on-site pharmacy

Single source generics will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees. Brand MAC will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees. Dispensed as written claims with code 5 will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees. Member pay the difference claims will be considered claims for generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in annualized adjusted prescription drug claims compared to the assumptions used to develop this quote. We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in membership compared to the assumptions used to develop this quote. We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in utilization by channel compared to the assumptions used to develop this quote. We reserve the right to modify or nullify the network guarantees in the event of a 20.0% or greater change in utilization by brand, generic and specialty distribution compared to the assumptions used to develop this quote. Our exclusive specialty guarantee requires members fill specialty products at PBM's specialty pharmacy, other than Limited Distribution Products that are not available at the PBM specialty pharmacy.

Anthem reserves the right to modify the pricing terms in the event that less than 80.0% of client's aggregate specialty drug spend is dispensed through PBM's specialty pharmacy. PBM Specialty mail pharmacies will be the exclusive provider of Specialty pharmacy services. Claims for Specialty Drugs will not be processed through the retail network, except for those Specialty drugs that PBM Specialty mail pharmacies are unable to dispense. Any payment due to COLERAIN TOWNSHIP under any AWP discount guarantee within an AWP discount channel will be offset by favorable results achieved in any other AWP discount guarantee regardless of the AWP discount channel.

Rebate Guarantees

The client must use Anthem's recommended formulary to be eligible for prescription drug rebates, whether the prescription drug rebates are paid or applied as a credit. Rebate eligibility is dependent on confirmation of COLERAIN TOWNSHIP's ERISA status. Rebate guarantees do not include rebates attributable to medical claims processed by Anthem. Rebate guarantees do not apply to claims processed through institutional, hospital, or staff model/hospital pharmacies where the pharmacy, most likely, has its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program. Rebate guarantees do not apply if there is a failure by the client to maintain and implement a Plan design wherein non-preferred drugs have either a \$15.00 higher Copayment or a 50% higher coinsurance (ex: preferred = 30%, non-preferred = 45%) than the preferred. We reserve the right to modify or nullify the rebate guarantees if greater than 5.00% of utilization is not on the selected formulary.

Our Prescription Drug Plan: Programs and Services

We offer a comprehensive suite of trend and integrated health management programs and services. Below is a list, by product, of the programs and services that are included in this offer. This list is not all inclusive and may change as we update our offering to meet the needs of the marketplace.

Category	Included/Optional
General Administration	
Account management	Included at no cost
Banking	Included at no cost
FSA feeds	Included at no cost
Implementation services	Included at no cost
Plan design strategy and consultation	Included at no cost
Combined medical & pharmacy ID cards	Included at no cost
Standard communication materials to assist members with enrollment decisions and welcome them to their new plan when they enroll	Included at no cost
Customized communication materials	\$2.00 per letter
Paper claims/member submitted claims processing	\$2.50 per occurrence
Network Pharmacy Services	
Pharmacy help desk with toll-free number 24/7 support	Included at no cost
Pharmacy network management	Included at no cost
Pharmacy reimbursement	Included at no cost
Fraud , Waste and Abuse (FWA) Services includes two types of Pharmacy Network monitoring and audit capabilities.	Included
Daily claim review and reprocessing	Included
Pharmacy Network Audit/ Investigative and Onsite Audit	100% of recoveries received are shared less a 25.00% recovery fee to cover associated expenses
Custom / Onsite Pharmacy network development and administration	Subject to initial set up and ongoing maintenance fees to be determined based on scope.
On-site pharmacy claim processing	No onsite pharmacies included in offer. If identified, \$2.50 per on-site claim.
Home Delivery Services	
Home delivery claims processing	Included at no cost
Home delivery call center with toll-free number	Included at no cost
Benefit education (includes home delivery promotion)	Included at no cost
Retail-to-Home Delivery member outreach programs	Included at no cost
Home delivery regular shipping and handling	Included at no cost
Account Management Services	
Annual strategic planning with quarterly reviews	Included at no cost
Centralized administration for payment of claim and administration fees	Included at no cost
Designated pharmacy account team support, including Pharmacy Account Manager, Pharmacy Program Manager (clinical), Pharmacy Services Coordinator	Included at no cost
Remote training for access to online system(s)	Included at no cost
Dedicated account team support	Pricing available upon request
Member Services	
Customer service for members with toll-free number, to include language translation services	Included at no cost
Pharmacy customer service call center with toll-free number	Included at no cost
Member Website Portal (SSO)	Included at no cost
Internet Services	
e-Services for Prescriptions: Intuitive and easy to navigate	Included at no cost

Online health improvement tools and programs	Included at no cost
Pharmacy look-up	Included at no cost
Refill a prescription	Included at no cost
Savings center – compare costs to switch from retail to home delivery	Included at no cost
Search and price a medicine – search drugs by name, therapeutic class or subclass; compare costs and drug details, including price by pharmacy	Included at no cost
Secure member message center	Included at no cost
Additional miscellaneous Internet services – view coverage and copayments, obtain an ID card, access drug and health guide	Included at no cost
Patient, Trend, Quality and Cost-of-Care Management	
Clinical Prior Authorization program This review focuses mainly on drugs that may have risk of serious side effects or dangerous drug interactions, high potential for incorrect use or abuse, better alternatives that may cost less, or restrictions for use with very specific conditions.	\$55.00 per occurrence
Clinical Pharmacy Review – Physician Review Certain medications need a higher level of review than a Clinical Prior Authorization and additional information from the prescriber.	\$800.00 per occurrence
IngenioRx ProActive PA Proactive PAs apply integrated medical and pharmacy data, where a member's diagnosis from medical claims are incorporated into the pharmacy claim system to seamlessly approve PAs where diagnoses are required. During adjudication, the Proactive PA rules evaluate the member's diagnosis from medical claims for the presence of a diagnosis code representing a condition for which a traditional utilization review is not needed to authorize the medication. If the diagnosis is present, the claim will pay at point-of-sale rather than rejecting for PA required.	Included at no Cost
Step Therapy Step therapy requires the member to use one medication before benefits for the use of another medication can be authorized. Step therapy ensures members have previously used first-line therapies or have risk factors making the prescribed products inappropriate.	\$0.30 per script
Quantity Limits and Dose Optimization Quantity limits guard against high doses and excessive utilization based on either doses exceeding the FDA or manufacturer recommended maximum daily doses or limiting short-term medications to a certain number of fills over a defined period of time.	\$0.55 per script
Concurrent Drug Utilization Review Utilizes point-of-service safety edits (for Specialty and non-Specialty Products) to monitor: Clinical appropriateness Medication safety Duplicate claims Duplicate prescriptions Refill frequency (refill-too-soon) Maximum dispensing limitations Cost and quantity inconsistency	Included at no cost
Retrospective Drug Utilization Review programs Retrospective safety review within 72 hours of adjudication.	Included at no cost
Care Optimization Program IngenioRx's standard core clinical care management offering, which focuses on identifying potential gaps in the pharmacy care of our for diabetic and behavioral health patients members related to appropriate use, medication compliance, safety, cost savings on generics and formulary alternatives. This program concentrates on addressing issues related to polypharmacy, appropriate use, duplication of therapy, and dose optimization for individual patients who are identified as at risk and includes pharmacy gaps in care messaging programs.	\$0.25 Per Script
Cost-of-Care programs Formulary management – outcomes-based formulary	Included at no cost
Generic Drug Management Preferred Generics – members pay brand copay plus the cost difference when a generic is available but a brand is selected.	Included at no cost
Vaccine Program Fee	\$2.50 Per Occurrence
Prescription Drug Discount Program for Non-Covered Drugs Allows members to purchase certain medications not covered under their plan at a discount.	Included at no cost
Specialty Drug Accumulator Rules The specialty drug accumulator rules help prevent non-needs-based manufacturer copay assistance program funds from counting toward member deductibles and out-of-pocket maximums, ensuring that only the member's true out of pocket is reflected against their plan and keeping the integrity of the plan design intact.	Included at no cost
Specialty Condition Management - Standard Offers specialized Member support and resources targeting 9 rare medical conditions to all Members using the Specialty Pharmacy after their second fill of a Specialty Product through the Specialty Pharmacy. Conditions: Crohn's disease, cystic fibrosis, Gaucher's disease, hemophilia, hereditary angioedema, lupus, multiple sclerosis, rheumatoid arthritis, and ulcerative colitis.	Included at no cost
Specialty Cost Optimization Program Comprehensive management of medical specialty utilization and spend and ensuring appropriate, quality care. Right Drug Right Channel - Consists of two components which drive specialty medications to the most clinically appropriate benefit- medical to pharmacy and pharmacy to medical. Medical Specialty Drug Review: Helps to improve outcomes and manage total cost by applying clinical criteria that optimize dose and ensure clinically appropriate and safe use. Site of Care - Clinical reviews are initiated when certain specialty medications are requested to be administered in an outpatient hospital setting. The review will determine the level of care that is medically necessary.	Included
IngenioRx Cost Relief Cost Relief combines a proactive member outreach program with targeted benefit changes for specialty medications to ensure that members and ASO clients receive the lowest possible cost for specialty medications on the Pharmacy Benefit. Members pay \$0 out of pocket for their medication, and clients can achieve up to 25% savings off of their total pharmacy benefit specialty spend. In order for a client to be eligible for IngenioRx Cost Relief, they must have Exclusive Specialty network with No Grace Fills and the Essential, National, or National Direct formularies. IngenioRx Cost Relief is not compatible with high-deductible health plans with HSA, or with the Point of Sale Rebates product. Plans must allow for coordination of benefits processing.	25.00% of Shared Savings
Reporting Services	
Clinical savings reports	Included at no cost
Standard reporting	Included at no cost
Web-based client reporting	Included at no cost
Custom reporting	We include the first 20 hours at no charge. After 20 hours per year, the charge is \$150 per hour of time needed to generate a custom or ad-hoc report.
Client Reporting Packages	
Base Package Access to Rx Guide (unlimited) All custom reporting requests are billable at \$150 per hour rate	Included at no cost
Specialty Pharmacy Services	
Comprehensive specialty pharmacy and individualized member support services	Included at no cost
Specialty pharmacy call center with toll-free number	Included at no cost
Specialty pharmacy claims processing	Included at no cost
Specialty pharmacy regular shipping and handling	Included at no cost
Therapy-specific counseling	Included at no cost
Additional Services and Programs	
Custom/Ad-hoc requests	We include the first 20 hours included at no charge. After 20 hours per year, the charge is \$150 per hour of time needed to generate a custom or ad-hoc report.
Controlled Substance Utilization Management (CSUM) Retrospective—Monitors overuse of controlled substances	Included at no cost
Safety Communications, Drug Recalls and Withdrawals Alerts Members and Prescribers to safety concerns about the medications they are taking and prescribing. Alerts Members impacted by changes in the Medicare Formulary or Medicaid Formulary due to safety issues (Class I Recalls, Class II Recalls, Market Withdrawals, side-effects) per CMS Requirements and Medicaid Requirements, as applicable.	Included at no cost
Pharmacy Home Identifies members who may be over-utilizing controlled substances, prescription cascading, or doctor/pharmacy shopping. Members that meet defined criteria are restricted to the designated home pharmacy.	Included at no cost

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

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

Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with Superior Dental Care for Employee Benefits

Recommend ADOPTION of the Motion.

Rationale:

Annually, the Township will work with its health care broker, McGohen Brabender to review the employee benefits program and to negotiate a new plan for employee medical, dental, vision, and life insurance. Based on the review of the marketplace, staff is recommending Superior Dental Care as the provider for employee Dental services. This contract will result in a two-year rate lock that is 5.1% less than our current dental plan costs.

It is important that the Township take action on these items today, as open enrollment for employees will need to begin prior to the next Board of Trustee meeting in order to comply with federal guidelines.

General Information:

Name of Group: _____ (DBA) _____ Total Employees: _____
 Address: _____ # of Eligible Employees: _____
 City/State/Zip: _____ County: _____ # Est. Enrolled Employees: _____
 Phone: _____ Fax: _____ Industry: _____ Group Tax ID#: _____
 SIC Code: _____

Contacts: (please include titles)

Administration: _____ Title: _____ Email: _____
 Enrollment: _____ Title: _____ Email: _____
 Superior Direct Connect: _____ Title: _____ Email: _____

To sign up for Superior Direct Connect, our online account management system, please go to our website at superiordental.com

Billing: _____ Title: _____ Email: _____

☐ Automatic Deduction of Fees / Premiums, please complete the form on the back and attach a voided check.

Eligibility Information: Dependents are covered to the maximum age of: _____ (SDC permits up to age 26 through the end of the **birth month**).

Contribution Level: Employer Pays: _____ EE Pays: _____

Effective Date: _____
 Renewal Date: _____

SDC-Kids plan:

- ☐ Low Plan
☐ High Plan
Network Option:
☐ Open Access (In & Out of Network)
☐ Point of Service
☐ Network Only

Funding Option:

- ☐ Fully-Funded
☐ Self-Funded

Max Advantage:

- ☐ Yes

Superior Vision*:

Plan #: _____

- ☐ Tied to Dental
☐ Employer Paid
☐ Voluntary

Based on the SDC rate sheet and plan options available, please complete the information below. If one plan has been selected, please list the plan information in the first column below. If 2 or 3 plans are selected, please use the columns below starting with the first.

Plan design:

Preventive
 Basic
 Major
 Contract Maximum
 Max Adv Yr. 2
 Max Adv Yr. 3
 Deductible
 Copay
 Ortho
 Ortho Max

Plan:

In Network / Out of Network
 _____ % / _____ %
 _____ % / _____ %
 _____ % / _____ %
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 _____ % / _____ %
 \$ _____

Plan:

In Network / Out of Network
 _____ % / _____ %
 _____ % / _____ %
 _____ % / _____ %
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 _____ % / _____ %
 \$ _____

Plan:

In Network / Out of Network
 _____ % / _____ %
 _____ % / _____ %
 _____ % / _____ %
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 _____ % / _____ %
 \$ _____

Vision Rates*:

Employee \$ _____
 EE+Spouse \$ _____
 EE+Child(ren) \$ _____
 Family \$ _____

Employee \$ _____
 EE+Spouse \$ _____
 EE+Child(ren) \$ _____
 Family \$ _____

Dental Rates:

Employee \$ _____
 EE+Spouse \$ _____
 EE+Child(ren) \$ _____
 Family \$ _____

Employee \$ _____
 EE+Spouse \$ _____
 EE+Child(ren) \$ _____
 Family \$ _____

Admin fee (if Self-Funded):

ASO Admin Fee: \$ _____

or

Direct Admin Fee: \$ _____

Reimbursement Schedule:

Level 1 _____

Level 2 _____

Level 3 _____

Level 4 _____

Ortho Max \$ _____

Contract Max \$ _____

With SDC's Network? ☐ Yes ☐ No

*Your group must be enrolled in an active SDC dental plan in order to be eligible for a Superior Vision plan.

Broker Information:

**Firm Name: _____ Tax ID: _____ NPN#: _____

Selling Agent Name: _____ Email: _____

Servicing Agent Name: _____ Email: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

I agree the commission quoted on the proposal rate sheet is accurate. Signature: _____ Date: _____

I agree to the standard commission for this community rated plan. Signature: _____ Date: _____

****Commission will be paid to the firm.**

If this is your first sale with SDC, please complete and return the Producer Appointment Information Form. Please ask your sales representative for details.

1.13.2022

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENT

Company Name: _____ **Group Number:** _____

*We hereby authorize **SUPERIOR DENTAL CARE** to initiate debit entries to our account indicated below at the financial institution named below.*

Name on Account: _____

Account Number: _____

Type of account (circle one): CHECKING SAVINGS

Financial Institution Name: _____

Address: _____

Routing and Transit Number: _____

Please attach a copy of a voided check to ensure proper processing.

*This authorization will remain in full force and effect until **SUPERIOR DENTAL CARE** has received written notification of **ANY** and **ALL** changes **30 DAYS PRIOR** to change date and in such a manner as to afford **SUPERIOR DENTAL CARE** and **BANK** to act upon it.*

NAME OF AUTHORIZED PERSON: _____

SIGNATURE: _____ **DATE:** _____

Please return to: **Superior Dental Care**
 Attn: Finance Department
 6683 Centerville Business Parkway
 Centerville, OH 45459



ENROLLMENT STANDARD FILE LAYOUT

Field Name	Data Type	Maximum Length	Column	Description	Example
Group #	Alphanumeric Left Align	10	A	SDC group number	D0001
Sub-group #	Numeric Left Align	2	B	SDC sub group number	01
Social Security #	Numeric Left Align	12	C	Employee's social security number only for all family members, including leading zeroes. No hypens	012345678
Relationship (00-EE, 01-SP/PARTNER, 02-DEPS)	Numeric Left Align	2	D	00=Employee, 01=Spouse or Partner, 02=Dependents	00
First Name	Alpha Align Left	12	E		John
Middle Initial	Alpha Align Left	1	F	no punctuation	W
Last Name	Alpha Align Left	18	G	Titles should follow last name with space separating last name	Doe Jr
Address 1	Alphanumeric Left Align	30	H		123 S Main St
Address 2	Alphanumeric Left Align	30	I		Apt 10B
City	Alphanumeric Left Align	15	J		Dayton
State	Alphanumeric Left Align	2	K	State abbreviation	OH
Zip	Alphanumeric Left Align	10	L	Include leading zeroes. No hyphens	01234 or 012345678
Home Phone #	Numeric Left Align	10	M	Include area code, no dashes	9374380283
Work Phone #	Numeric Left Align	10	N	Include area code, no dashes	9374380283
DOB	Numeric Left Align	8	O	Member's date of birth YYYYMMDD	19680514
Gender	Alpha Align Left	1	P	M(ale) or F(emale)	M
Eff Date	Numeric Left Align	8	Q	Effective date of benefits YYYYMMDD	20140101
End Date	Numeric Left Align	8	R	End date of benefits YYYYMMDD, if active = 99999999	99999999
Member Code	Alpha Align Left	1	S	E = Employee, S = Spouse, P = Domestic Partner, C = Child	E
Employee's Email address	Alphanumeric Left Align	50	T		JWDOE@global.com
Kid's Plan	Alpha Align Left	1	U	Kid's Plan (if offered) Y or N for each child. N = No coverage for employee	Y
Filler	Alpha Align	9	V	Spaces	

[illegible]

Colerain Township

Effective: 8/1/2022 - 7/31/2024

SOLD PLAN

		<u>Plan A</u>		<u>Plan B</u>	
		<u>IN</u>	<u>IN</u>	<u>OUT</u>	<u>OUT</u>
Preventive Services		100%	100%	100%	100%
Basic Services		80%	80%	80%	80%
Major Services		80%	80%	80%	80%
Contract Maximum (per member per contract period)		\$1,000.00		\$1,000.00	
Deductible (applies to Basic & Major services and follows the contract period)		\$25/\$50		\$25/\$50	
Copayment (applies to Preventive exams)		N/A		N/A	
Orthodontics		60%	60%	60%	60%
Lifetime Maximum		\$1,500.00		\$1,500.00	
2-Tier Rates:	Enrollment				
Employee	55	\$26.81		\$28.06	
Family	101	\$84.60		\$88.54	
Annual Premium		\$120,250.00		\$125,830.00	

The above rates are based on the following conditions; any variances may require further underwriting.

- ✓ **Contract Period:** 8/1/2022 through 7/31/2023
- ✓ **Rate Guarantee:** 2 years
- ✓ **Rates** were developed based on enrollment of 156 enrolled employees.
- ✓ **Participation Requirement:** Minimum of 2 enrolled employees; Minimum of 10 enrolled employees for Plans with Orthodontia.
- ✓ **List of Services:** Underwritten with modifications to List of Covered Services.
- ✓ **Exceptions:** Perio in Basic; Sealants in Preventive; Implants in Major; 8-year limit on Crowns, Onlays, Prosthodontics, Veneers,
- ✓ **Other Conditions:**
 - **Plan B:** Adult Ortho Included
 - **Plan A & B:** Benefit Period will be on a calendar year basis.
- ✓ **5% commission applies.**

These rates include all applicable ACA taxes and fees.

OVER HALF A MILLION NETWORK ACCESS POINTS ACROSS THE COUNTRY

VALUE-ADDED BENEFITS INCLUDE: SmileRIDER™, Free Second Opinions, EyeMed Vision Care® Plan, and RX Discounts
NO Waiting Periods, NO Balance Billing (In Network), **NO Claim Forms** (In Network), and **NO Missing Tooth Exclusion**

This document is for the sole use of intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

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

Motion Authorizing the Township Administrator to Execute a Contract and Related Documents with the Standard for Employee Benefits

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township currently contracts with Anthem for life insurance and accidental death/dismemberment coverage for employees. Staff evaluated the existing marketplace for these products and was able to obtain a quote from The Standard for a three-year rate lock for these products. The Standard is our current Township EAP and Long Term Disability Insurance provider for all full time employees.

STANDARD INSURANCE COMPANY

Underwriting – Regional Accounts
900 SW Fifth Ave. Portland, OR 97204-1282

Application for Group Insurance
For Use in AR, DC, KY, LA, MD, OH, PA, RI, TN

Please type or print.

REQUESTED EFFECTIVE DATE 8/1/2022

APPLICANT – Full Legal Name of Group (Exactly as it is to be shown in the policy.)

Colerain Township

Street Address 4200 Springdale Road

City Colerain Township

State OH

Zip Code 45251

Phone No. (513) 741-7551

Fax No. ()

Email jweckbach@colerain.org

Group Contact Jeff Weckbach

Contact's Title Assistant Administrator

Contact's Phone No. if different (513) 923-5016

Contact's Fax No. if different ()

Nature of Business Government Entity

INSURANCE COVERAGE REQUESTED

☐ Life Only

☐ Supplemental Life

☐ Dental/Employees

☐ Eye Care

☐ Accident*

☐

☒ Life and AD&D

☒ Additional/Optional Life

☐ Dental/Employees and Dep(s)

☐ LTD

☐ Critical Illness*

☐ Dependent Life

☐ AD&D Only

☐ Dental/Orthodontia

☐ STD

☐ Hospital Indemnity*

☒ Dependents Life and AD&D

☐ Statutory (State & Product)

**I understand and agree if Applicant utilizes an enrollment platform not directly supported by The Standard, that Applicant is required to and will timely present to each enrollee appropriate disclosures and any state mandated fraud notices which are contained on the supplied enrollment form.*

OTHER INSURANCE

A. Does this insurance supplement other insurance? ☐ Yes ☒ No

If yes, specify for each line of coverage and Insurance Carrier:

B. Does this insurance replace existing insurance? ☒ Yes ☐ No

If yes, specify for each existing line of coverage: Anthem BC BS

• Please submit a copy of each in force policy, certificate or plan document.

Effective date of Prior Plan: 8/1/2018

Termination date of Prior Plan: 7/1/2022

ACTIVE WORK REQUIREMENT: A person must meet an Active Work requirement to become insured. Members who have not met an Active Work requirement are not insured until returning to work for one full day and meeting all other contractual requirements.

Initial:

Note: Some members who do not meet an Active Work requirement may be eligible for Waiver of Premium with a prior carrier.

APPLICANT AGREES THAT: I hereby apply for Group Insurance as provided in the attached proposal.

The above information is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance.

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard Insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of the Group Policy.

Applicant authorizes the producer, broker of record, or consultant to receive information regarding the applicant's claims status and experience that the applicant has a right to receive and which is reasonably necessary to assist the applicant in conducting a review of the information.

I acknowledge that I have read and understood the Fraud Notice on the back of this form.

Signature and Title of Applicant's Authorized Representative

(Must be signed or submitted prior to the requested effective date.)

Date

Initial Deposit \$

STANDARD INSURANCE COMPANY

Underwriting – Regional Accounts
900 SW Fifth Ave. Portland, OR 97204-1282

Receipt for Initial Deposit

Received from _____, an initial deposit
of \$ _____* in connection with the Application for Group Insurance bearing the same date as this conditional receipt.

Date _____

This receipt is subject to the terms and conditions below.

Received By

Name Title

*All premium checks must be made payable to Standard Insurance Company.

Do not make check payable to the producer or leave payee blank.

Terms of Receipt (Please read carefully.)

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

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Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of The Group Policy.

FRAUD NOTICES

For use in DISTRICT OF COLUMBIA, KENTUCKY, OHIO, TENNESSEE: Some states require us to inform you that any person who knowingly and with intent to injure, defraud or deceive an insurance company, or other person, files a statement containing false or misleading information concerning any fact material hereto commits a fraudulent insurance act which is subject to civil and/or criminal penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

For use in ARKANSAS AND LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For use in MARYLAND AND RHODE ISLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For use in PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



New Business Submission Checklist

Thank You for choosing The Standard for your Employee Benefits needs.

We are committed to providing you the best experience possible. In order to ensure your transition to The Standard is smooth and you have a great experience, we have outlined a few things below that we will need to get started. If you need enrollment materials, please expedite the return of pages 1 & 2.

Checklist

☒ **Application for Group Insurance**

Please review your application and verify it has been completed in its entirety (ensure Active Work Requirement is initiated, effective date is included, signature and date present, etc.).

☐ **A copy of the prior carrier's policy**

If you are replacing existing coverage(s).

☐ **A copy of the prior bill**

For groups with grandfathered amounts or takeover amounts over the Guarantee Issue.

☐ **Enrollment Information** – Excel template(s) provided

☒ **(STD ONLY) FICA & W2 Tax Reporting Service Agreement form checked and signed**

Required for all STD groups regardless of employer contribution.

☐ **Medical History Statements** (if applicable)

When evidence of insurability (EOI) is required; in general for benefits over the Guarantee Issue (GI) amount, late enrollees, and increases. Note that specific EOI requirements will vary by contract.

☐ **Health Advocacy Enhanced Implementation Form** (if applicable)

Provides employees an assigned Health Advocate to assist with medical billing, claims and questions that may occur during a disability.

Note: There is a cost for this service, please request additional information if interested.

Policyholder Information

Group Name ColerainTownship

Employer Federal Tax ID # 31-6000567

(9 digits)

Physical Address 4200 Springdale Road, Colerain Township, OH 45251

Form of Organization

☒ Public ☐ Private (Select sector plus type of organization.)

☐ C-Corporation

☐ Labor Union Health Benefit Trust

☐ School District

☐ Limited Liability Company

☐ Sole Proprietorship

☒ Government / Public Unit

☐ S-Corporation

☐ Partnership

☐ Association

☐ PC - Professional Corporation
(taxed as a C-Corporation)

☐ PC - Professional Corporation
(taxed as an S-Corporation)

☐ Trust

Note: If you are a non-profit, please specify how you are taxed. This is often as a C-Corp.

Enrollment Materials & Information

Are enrollment forms needed? ☒ YES ☐ NO

Are electronic summaries needed? ☒ YES ☐ NO If yes, date needed by _____

Are separate summaries by class needed? ☐ YES ☒ NO

Are Spanish summaries needed? ☐ YES ☒ NO

Are printed summaries needed? ☐ YES ☒ NO If yes, date needed by _____

If printed summaries

Contact Name _____

Address _____

Quantity of printed summaries _____

Note: if separate summaries are needed by class, or if Spanish versions are requested, please provide quantity needed for each class and/or language.

Payroll frequency for premium amounts in benefit summaries (number of employee payroll deductions)

☐ Monthly (12) ☐ Semi-monthly (24) ☒ Bi-weekly (26) ☐ Weekly (52)

Initial Enrollment Start Date _____ Initial Enrollment End Date _____

Date(s) of enrollment meeting(s) _____

Voluntary Life and/or Disability Coverages

For age graded rates, update age

- ☐ On January 1st annually (Default)
☒ On policy anniversary date
☐ On the First of Month coinciding with or next following the date of birth

If applicable, are spouse age reductions and premiums based on member's age or spouse's age?

- ☐ Member
☐ Spouse (If "Spouse" selected, please provide spouse names and dates of birth on your final census)

If Contributory Additional AD&D is sold select one of the below options:

- ☐ The member must elect AD&D and the amount must match additional/voluntary life amount.
☐ The member must elect AD&D but the amount may be equal to or be less than the additional/voluntary life amount.
☐ The member may elect AD&D but if they do, the amount must match additional/voluntary life amount.
☒ The member may elect AD&D. If elected the amount may be equal to or be less than the additional/voluntary life amount.

Critical Illness, Accident and/or Hospital Indemnity Coverages

☐ **Annual Enrollment**

Enrollment occurs one time per year for employees, including any new hires.

☐ **Perpetual Enrollment**

Enrollment occurs after employees, including new hires, meet their eligibility waiting period, and occurs throughout the year.

Critical Illness Rates

- ☐ Issue Age/Tobacco Distinct ☐ Issue Age/Uni-Tobacco
Issue Age Spouse Rates based on ☐ Member Age ☐ Spouse Age
☐ Attained Age/Tobacco Distinct ☐ Attained Age/Uni-Tobacco

Note: For Attained Age, Spouse Rates will be based on Employee Age and Tobacco Status.

Update Critical Illness Age Graded Rates

- ☐ On January 1 annually (Default)
☐ On policy anniversary date
☐ On the First of the Month coinciding with or next following the date of birth

Critical Illness Plan Renewal Date _____

Hospital Indemnity Attained Age Composite Rate ☐ YES ☐ NO

Hospital Indemnity Plan Renewal Date _____

☐ **Hospital Indemnity Plus**

Premium Contributions

Will the Employer pay 100% of the premium for all coverage(s) requested?

☐ YES ☒ NO

If NO, what percentage of premium does the employer pay?

<u>100</u> % Basic Life/AD&D	<u> </u> % STD	<u> </u> % Dental Dependent	<u> </u> % Accident Insurance
<u> 0 </u> % Additional Life/ AD&D	<u> </u> % LTD	<u> </u> % Vision Employee	<u> </u> % Critical Illness
<u> 0 </u> % Dependent Life	<u> </u> % Dental Employee	<u> </u> % Vision Dependent	<u> </u> % Hospital Indemnity
<u> </u> % Other			

If contributory coverage(s), the total number of ELIGIBLE members is 187 .

Definition of a Member/Spouse

How many hours per week must an active/regular employee work to be considered a member? 30 hours per week

Note: This request may require underwriting approval if different from what was originally proposed.

If a Partnership, S-Corporation, or L.L.C., are the owners/partners/shareholders covered?

☐ YES *If yes, please indicate owners/partners/shareholders on the census.*

☐ NO

Are you **including** anyone that **DOES NOT** meet the Definition of a Member above? (e.g. grandfathered, retired employees, etc.)

☐ YES *If yes, please provide details* _____

☒ NO

Are you **excluding** anyone from coverage that **MEETS** the Definition of a Member above?

☐ YES *If yes, please provide details* _____

☒ NO

Dependent child(ren) will be covered until they reach age 26, in accordance with health plan requirements under the Affordable Care Act. Please specify any differences in the Additional Notes & Comments Section.

**Please note that domestic partner and civil union partners will automatically be included if required under state law. If you prefer an expanded definition, beyond the state required minimum, please specify in the Additional Notes & Comments Section.*

Eligibility Waiting Period 0 Days

Eligibility Waiting Period for New Employees hired after policy effective date (select one):

☐ First day of the month coinciding with or next following becoming a member

Example: Date of hire 4/1, employee effective date is 4/1. Date of hire 4/2, employee effective date is 5/1

☐ First of the month coinciding with or next following _____ days as a member

Example using 30 days: Date of hire 4/1 or 4/2, employee effective date is 5/1. Date of hire 4/3, employee effective date is 6/1

☐ First of the month following _____ days as a member

Example using 30 days: Date of hire 4/1, employee effective date is 5/1. Date of hire 4/2, employee effective date is 6/1

☐ First day after _____ days as a member

☐ First day of the month following date of hire

☒ No waiting period

☐ Check here if you require employees to be enrolled in your medical plan to participate in The Standard's plan(s).

What is your medical plan waiting period _____

For future EE's: Will the group provide eligibility effective dates or dates of hire? _____

☐ Other (if a different Eligibility Waiting Period is requested for each coverage or Class, please describe in detail) _____

Will recently hired employees who have not met the Eligibility Waiting Period as of the effective date need to fulfill the above Eligibility Waiting Period for New Employees? ☐ Yes ☐ No (Default if "No Waiting Period" is selected above)

If an employee doesn't currently qualify for benefits because they do not meet the Definition of a Member as outlined above, but in the future qualifies for benefits (Example - part time employee becomes full time employee) will the employee need to fulfill the Eligibility Waiting Period for New Employees? ☐ Yes ☐ No (Default if "No Waiting Period" is selected above)

Definition of Earnings

Earnings definition will automatically include base salary, commissions averaged over 12 months, shift differential pay, Internal Revenue Code 401(k), 403 (b), or 457 deferred compensation, executive nonqualified deferred compensation and contributions to fringe benefits under an Internal Revenue Code Section 125 plan

☐ Normal wording as stated above

☐ Normal wording as stated above, *except* commissions

☐ Base salary only, *does not include* commissions or shift differential

☐ If any other compensation is to be **included** please describe _____

☒ If any other compensation is to be **excluded** please describe **Base salary excluding commissions, bonuses, overtime**

☐ **Include averaged bonuses.** *If an average other than the default 36 months is needed, an exception will be required.*

If bonuses included in earnings, you must provide a census which includes bonus information. Census includes bonuses? ☐ YES ☐ NO

Disability Premium and Taxation Administration

If you have disability coverage, such as Short Term Disability, New Jersey Temporary Disability Benefits and/or Long Term Disability, please complete this section to ensure benefits are taxed correctly for your members. For more information on taxability of benefits and premium contribution options, please see our [Disability Insurance Taxation Administration Options](#) brochure.

Please check all that apply

		Who Pays Premiums?		
		100% Employer-Paid	100% Employee-Paid	Shared Contributions
How are Benefits Taxed?	Fully Taxable Benefit (100%)	100% Employer-Paid No Gross-up* ☐ STD ☐ LTD ☐ TDB	100% Employee-Paid Pre-Tax ☐ STD ☐ LTD ☐ TDB	Employer-Paid with No Gross-up* and Employee Pre-Tax ☐ STD ☐ LTD
	Non-Taxable Benefit (0%)	100% Employer-Paid Gross-up* ☐ STD ☐ LTD	100% Employee-Paid Post-Tax ☐ STD ☐ LTD	Employer-Paid Gross-up* and Employee Post-Tax ☐ STD ☐ LTD
	Partially Taxable ** Benefit (pre-tax and post-tax)			Employer-Paid with No Gross-up* and Employee Post-Tax ☐ STD ☐ LTD ☐ TDB Employer-Paid Gross-up* and Employee Pre-Tax ☐ STD ☐ LTD
	Tax Choice ***	Employee can choose No Gross-up* or Gross-up* ☐ STD ☐ LTD	Employee can choose Pre-tax or Post-tax ☐ STD ☐ LTD	

Short Term Disability (STD), Long Term Disability (LTD) and New Jersey Temporary Disability Benefits (TDB)

* Gross-up is when the policyholder includes the premium contribution in the member's gross income prior to payroll deductions. As a result, these contributions are considered a post-tax deduction by the IRS. In addition to your elections above, we will assume partners, shareholders and L.L.C. owner-employees received gross-up contributions and will not tax these members' benefits.

** Partially taxable benefits are subject to the IRS three-year look back rule. The Standard will be contacting you for additional information during the onboarding process and annually to ensure accurate claim taxation rates.

*** Tax Choice is when each member is provided a choice regarding how their premiums are contributed.

If you checked more than one box per product above, please tell us which population of employees have different premium contribution methods. If all premiums are paid the same way, leave this section blank.

Product	Taxation Class Description	Employer-Paid	Employee-Paid
☐ STD ☐ LTD ☐ TDB		☐ No Gross-up ☐ Gross-up	☐ Pre-Tax ☐ Post-Tax
☐ STD ☐ LTD ☐ TDB		☐ No Gross-up ☐ Gross-up	☐ Pre-Tax ☐ Post-Tax
☐ STD ☐ LTD ☐ TDB		☐ No Gross-up ☐ Gross-up	☐ Pre-Tax ☐ Post-Tax
☐ STD ☐ LTD ☐ TDB		☐ No Gross-up ☐ Gross-up	☐ Pre-Tax ☐ Post-Tax

For Tax Choice, select all Employer-Paid and Employee-Paid contribution boxes for the appropriate Taxation Class Description and then report the taxability on the Employer Statement with each filed claim.

If you have a Taxation Class with partially taxable benefits, please select one option below to ensure accurate claim taxation rates:

- ☐ I will calculate and provide the taxability rate to The Standard.
- ☐ I will provide accurate premium information in sufficient detail to The Standard so they can calculate the taxability rate.

Dental and/or Vision Coverages

Will The Standard administer COBRA for Dental or Vision?

- ☐ YES *If Yes, there may be a rating impact if not included at the time of proposal.*
☐ NO

Employee Termination (select one):

- ☐ End of Month
☐ Immediate
☐ Other (if a different termination is requested for each coverage or Class, please describe in detail)

If non-contributory coverage(s) are employee waivers allowed: ☐ YES ☐ NO

Certificates / Policies / Dental I.D. Cards

Are separate Certificates by class needed? ☐ YES ☒ NO

Certificates, in PDF format, will be provided electronically through your online policy administration tool.

Dental I.D. card delivery options: ☐ Electronic ☐ Paper to Policyholder ☐ Paper to employee's home address *(Additional cost for this option.)*

ERISA Information*

*ERISA info is required except for religious or public groups.

Plan year ends on 07/31 (mm dd)

Plan numbers for Life 501 LTD _____ STD _____ Dental _____ Vision _____
(i.e. 501, 502 etc.) Accident Insurance _____ Critical Illness _____ Hospital Indemnity _____

Section 125 Participation (if applicable)

Is the employee portion of the premium paid through a **Section 125 / Premium Only Plan**?

If a dental and/or vision plan is voluntary, typically 100% employee paid, a Section 125 plan is required.

- ☐ YES
☒ NO

If yes, which coverage(s) are included in the Section 125 plan?

- ☐ Life ☐ Vision ☐ Accident Insurance ☒ STD
☐ Dental ☐ Critical Illness ☐ Hospital Indemnity ☒ LTD

What is the Section 125 plan year?

- ☐ Calendar year _____
☐ Other _____ (mm dd)

What is the Section 125 election period if different than the plan year?

Begins _____ (mm dd) Ends _____ (mm dd)

Billing Information

Billing Method

☐ List Bill

The Standard provides a detailed monthly bill identifying each employee, insured amounts and premium by line of coverage. List bill will always be provided on Accident Insurance, Critical Illness, Hospital Indemnity, Dental or Vision coverage and is available for groups under 100 lives for other coverage(s).

☐ Self-Admin

The Standard provides a summarized monthly statement showing total insured volume and total number of lives. The group is responsible for tracking eligibility and changes. Groups with 100 employees or more will be set up with self-admin billing unless otherwise requested.

Billing Frequency default is monthly for all lines of coverage.

For Critical Illness, Accident and/or Hospital Indemnity products, we have the ability to align premiums and payroll deductions.

If payroll deductions are done Monthly (12) or Semi-monthly (24), the billing frequency defaults to monthly. For payroll deductions done Biweekly (26) or Weekly (52), please select one of the following billing frequency options:

☒ Monthly ☐ 13thly (13 bills generated per year)

Please select one of the below options (applies to Accident Insurance, Critical Illness and Hospital Indemnity only):

☒ Pay as billed ☐ Pay as deducted

Billing grace period will be 31 days or other per State Requirement. If Accident Insurance, Critical Illness and/or Hospital Indemnity coverage is included, the default billing grace period will be 60 days for all lines of coverage.

If you require something different, please specify 31 Days

Note: This request may require underwriting approval.

Notice of Renewal will be 31 days or other per State Requirement.

If you require something different, please specify 90 Days

Note: This request may require underwriting approval.

Billing Options

depends on if the group wants list bill or self bill.
if the group decides list bill for Basic Life and AL- they will have a separate invoice for Life.

Do you require separate bills by location or billing class? ☐ NO ☒ YES (If yes, please select one billing option below):

☐ **One Bill sent to one address showing Separate Billing Classes** (to be sent to Billing Contact specified on page 7)

Please indicate the employee's Billing Class on the Census.

Billing Class Name _____

Billing Class Name _____

Billing Class Name _____

Billing Class Name _____

Billing Class Name _____

☐ **Multiple Bills** (to be sent to separate addresses showing Separate Billing Divisions).

Indicate the employee's Billing Division on the Census.

1. Billing Division Name _____ Contact Name _____

Phone _____ Address _____

2. Billing Division Name _____ Contact Name _____

Phone _____ Address _____

3. Billing Division Name _____ Contact Name _____

Phone _____ Address _____

4. Billing Division Name _____ Contact Name _____

Phone _____ Address _____

5. Billing Division Name _____ Contact Name _____

Phone _____ Address _____

Contact Information

Executive Correspondence Contact:

☒ Mr. ☐ Mrs. ☐ Ms. Name Jeff Weckbach Title Assistant Administrator
Phone 513-923-5016 Email jweckbach@colerain.org

Mailing address if different from above _____

Administrative/Claims Contact: ☒ Same as Executive ☐ Same as TPA

☐ Mr. ☐ Mrs. ☐ Ms. Name _____ Title _____
Phone _____ Email _____

Mailing address if different from above _____

Tax Administration Contact: ☒ Same as Executive ☐ Same as Administrative ☐ Same as TPA

☐ Mr. ☐ Mrs. ☐ Ms. Name _____ Title _____
Phone _____ Email _____

Mailing address if different from above _____

Billing Contact: ☒ Same as Executive ☐ Same as Administrative / Claims ☐ Same as TPA

☐ Mr. ☐ Mrs. ☐ Ms. Name _____ Title _____
Phone _____ Email _____

Mailing address if different from above _____

Travel Assistance Contact: ☒ Same as Executive ☐ Same as Administrative ☐ Same as TPA ☐ Other (Please provide contact information in the Notes field)

Medical Evidence Contact: ☒ Same as Executive ☐ Same as Administrative ☐ Same as TPA ☐ Other (Please provide contact information in the Notes field)

Which contact should be used for your online Policy Administration tool? (SELECT ONE):

☒ Executive ☐ Administrative / Claims ☐ Billing ☐ Other (Please provide contact information in the Notes field)

For additional users, please see our authorization form <https://www.standard.com/efrms/20501.pdf>

Do you use a Third Party Administrator (TPA)? (Must be certified/licensed) If YES, please provide the following information:

TPA Function: ☐ Billing ☐ Administrative / Claims ☐ Other _____

TPA Name _____ Contact Name _____

Address _____

Phone _____ Email _____

Do you have any Affiliates?

If YES, please provide the following information:

(If more than two Affiliates, please include additional information in the Additional Notes & Comments section.)

Affiliate Name _____

Org. Type _____ Nature of Business _____

Federal Tax ID # _____ Address _____

Contact Name _____ Title _____

Phone _____ Email _____

Affiliate Name _____

Org. Type _____ Nature of Business _____

Federal Tax ID # _____ Address _____

Contact Name _____ Title _____

Phone _____ Email _____

Broker / Commission Information

contact is Diane McCracken from MB and Danny Mackzum

Broker 1:

Name Tony Lombardo Firm Name McGohan Brabender
Phone 937-293-1600 E-mail tlombardo@mbbenefits.com

Commission level: ☐ Normal ☒ Flat 15 % ☐ None ☐ Other Agent ID 24078

Commission split (by product) _____

Commissions payable to: ☒ Firm ☐ Individual

Broker 2 (if applicable):

Name Brett Chmiel Firm Name McGohan Brabender
Phone 937-293-1600 E-mail bchmiel@mbbenefits.com

Commission level: ☐ Normal ☒ Flat 15 % ☐ None ☐ Other _____

Commission split (by product) _____

Commissions payable to: ☒ Firm ☐ Individual

Additional Notes & Comments

1. this group is in force with LTD- policy number 760411
2. this group is adding Basic Life, Basic AD&D, Additional Life, Additional AD&D, for members, Spouses, and dependents effective 8/1/2022
3. Ben Tech Credit is included in the proposal.
4. Confirming if the group will go self bill for BL and AL options or if they want list bill with a EDI set up.
*** the groups LTD is currently SELF BILLED****
5. Ben Admin Vendor is Arcoro
6. This is a LRP Broker

Thank you again for choosing The Standard. We look forward to partnering with you and delivering on our promise to provide the highest quality of service for your employees' needs.

Standard Insurance Company ("The Standard") agrees to provide a Benefit Administration Fee as part of our policy support for Colerain Township ("Policyholder"). Policyholder has selected Arcoro ("Platform") to provide it with enrollment and administration services related to Policyholder's insurance coverage with The Standard. The Standard will remit the Benefit Administration Fee as outlined in the Schedule below. Platform is not a party to and does not have any rights under this arrangement.

The Standard agrees to this arrangement based on the following:

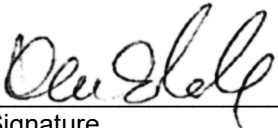
- **Non-Endorsement and Hold Harmless:** The decision to select and use Platform is solely that of Policyholder. The Standard does not endorse Platform and Platform is not performing services on behalf of The Standard. The Standard does not require Policyholder to work with Platform to have insurance coverage with The Standard. Any issues that arise from the selection and use of Platform will be resolved by Policyholder and Platform. Policyholder will hold The Standard harmless from any damages or claims of any nature arising between Policyholder and Platform.
- **Change in Insured Coverage or Termination:** If Policyholder's applicable coverages change, the Standard will change the Schedule accordingly. If Policyholder's applicable coverages terminate, this arrangement will terminate, and The Standard will cease payment to Platform. The Standard also reserves the right to change or terminate the arrangement, at our discretion, by providing thirty (30) days written notice to Policyholder.

Schedule:

Paid To Arcoro

3.0% of Life Paid Premium

Standard Insurance Company



Signature

KEVIN ERDAHL

Printed name

Policyholder

Signature

Colerain Township

Printed name

Date

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

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

Motion Authorizing Township Administrator to Enter into a Memorandum of Understanding with IAFF
Recommend ADOPTION of the Motion.

Rationale:

On June 16, 2021, the United States Congress adopted Senate Bill 475 - Juneteenth National Independence Day Act and on June 17, 2021, President Biden signed the Act into law. This Act established June 19th as a national holiday. Also, on June 17, 2021, Ohio's Governor, Mike DeWine, appointed and recommended Juneteenth, June 19th, as a state holiday.

Township Policy 1.9 Paid Time Off Policy states that "Regular, full-time employees are eligible for Holidays as defined by the Ohio Revised Code" and also that "All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement."

Therefore, for the Township's non-union employees, Juneteenth is a Holiday by virtue of the Ohio Revised Code's acknowledgement of the day as a holiday. In order for the unionized employees to have this day as a holiday, their collective bargaining agreement must be amended. The attached Memorandum of Understanding amends the collective bargaining agreement to allow for Juneteenth to be a holiday for them.

MEMORANDUM OF UNDERSTANDING

Between

IAFF Local 3915

And

Colerain Township Board of Trustees

The Memorandum of Understanding (“MOU”) is made by and between Colerain Township (“Employer”) and the IAFF Local 3915. (“Union”) in order to amend Article 20 of the parties’ Collective Bargaining Agreement (“Agreement”) between the two parties ending December 31st, 2022 to add Juneteenth as a holiday.

Both parties agree to the following change in contract language as noted below. These changes shall be effective as of June 15th, 2022 and shall be in full effect until the end of expiration of the Agreement on December 31st, 2022.

The cost to the township of providing this holiday for this Bargaining Unit is \$19,392.77.

Article 20 – HOLIDAYS AND PERSONAL LEAVE

All bargaining unit members will receive eight (8) hours of holiday time for the following holidays:

- New Years Day – January 1st
- Martin Luther King Day – 3rd Monday in January
- President's Day – 3rd Monday in February
- Memorial Day - Last Monday in May
- Juneteenth – June 19th
- Independence Day - July 4th
- Labor Day— 1st Monday in September
- Columbus Day – 2nd Monday in October
- Veterans Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Christmas Day - December 25th

In the sole, unreviewable discretion of the Fire Chief, he or she may permit non-shift employees to work, at straight time, on the following holidays if they occur on their regularly scheduled work day: Martin Luther King Day, Presidents Day, Columbus and Veterans Day. If so, the employee may take another day off during the year, with at least two weeks' notice and with the approval of the Fire Chief or his or her designee, to be compensated at straight-time pay.

If a bargaining unit member is scheduled to, and works on an 8 hour listed holiday, he or she must be paid at a rate equal to one and one-half times his or her regular rate of pay for eight (8) of the hours worked. This is in addition to his or her regular holiday time.

Employees will be granted two (2) personal days annually. A work day must be equivalent to the length of the employee's regularly scheduled shift; i.e. 8, 10, 12, or 24 hours. Unused personal days as of December 31st must be forfeited.

FOR THE TOWNSHIP:

FOR THE UNION:

Geoff Milz, Administrator

Date

Date

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

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

Motion Authorizing Township Administrator to Enter into a Memorandum of Understanding with AFSCME
Recommend ADOPTION of the Motion.

Rationale:

On June 16, 2021, the United States Congress adopted Senate Bill 475 - Juneteenth National Independence Day Act and on June 17, 2021, President Biden signed the Act into law. This Act established June 19th as a national holiday. Also, on June 17, 2021, Ohio's Governor, Mike DeWine, appointed and recommended Juneteenth, June 19th, as a state holiday.

Township Policy 1.9 Paid Time Off Policy states that "Regular, full-time employees are eligible for Holidays as defined by the Ohio Revised Code" and also that "All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement."

Therefore, for the Township's non-union employees, Juneteenth is a Holiday by virtue of the Ohio Revised Code's acknowledgement of the day as a holiday. In order for the unionized employees to have this day as a holiday, their collective bargaining agreement must be amended. The attached Memorandum of Understanding amends the collective bargaining agreement to allow for Juneteenth to be a holiday for them.

MEMORANDUM OF UNDERSTANDING

Between

AFSCME Ohio Council 8, AFL-CIO Local 3553 And Colerain Township Board of Trustees

The Memorandum of Understanding (“MOU”) is made by and between Colerain Township (“Employer”) and the AFSCME Ohio Council 8, AFL-CIO Local 3553. (“Union”) in order to amend Article 26 of the parties’ Collective Bargaining Agreement (“Agreement”) between the two parties ending December 31st, 2022 to add Juneteenth as a holiday.

Both parties agree to the following change in contract language as noted below. These changes shall be effective as of June 15th, 2022 and shall be in full effect until the end of expiration of the Agreement on December 31st, 2022.

The cost to the township of providing this holiday for the AFSCME Bargaining Unit is \$3,380.56.

Article 26 – HOLIDAYS

Section 26.6

Employees working a holiday, or day celebrated as a holiday, will be compensated at two times the employee’s rate of pay plus the holiday pay for all hours worked.

The following schedule of Holidays is in effect:

New Year’s Day.....	January 1 st
Martin Luther King Day.....	3 rd Monday in January
President’s Day.....	3 rd Monday in February
Memorial Day.....	Last Monday in May
Juneteenth.....	June 19 th
Independence Day.....	July 4 th
Labor Day.....	1 st Monday in September
Columbus Day.....	2 nd Monday in October
Veteran’s Day.....	November 11 th
Thanksgiving Day.....	4 th Thursday in November
Christmas Day.....	December 25 th

FOR THE TOWNSHIP:

Geoff Milz, Administrator

Date

FOR THE UNION:

Date

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

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

Motion Authorizing Township Administrator to Enter into a Memorandum of Understanding with FOP (Gold and Blue)

Recommend ADOPTION of the Motion.

Rationale:

On June 16, 2021, the United States Congress adopted Senate Bill 475 - Juneteenth National Independence Day Act and on June 17, 2021, President Biden signed the Act into law. This Act established June 19th as a national holiday. Also, on June 17, 2021, Ohio's Governor, Mike DeWine, appointed and recommended Juneteenth, June 19th, as a state holiday.

Township Policy 1.9 Paid Time Off Policy states that "Regular, full-time employees are eligible for Holidays as defined by the Ohio Revised Code" and also that "All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement."

Therefore, for the Township's non-union employees, Juneteenth is a Holiday by virtue of the Ohio Revised Code's acknowledgement of the day as a holiday. In order for the unionized employees to have this day as a holiday, their collective bargaining agreement must be amended. The attached Memorandum of Understanding amends the collective bargaining agreement to allow for Juneteenth to be a holiday for them.

MEMORANDUM OF UNDERSTANDING

Between

The Fraternal Order of Police, Ohio Labor Council, Inc. Police
Officers
And
Colerain Township Board of Trustees

The Memorandum of Understanding (“MOU”) is made by and between Colerain Township (“Employer”) and the Fraternal Order of Police, Ohio Labor Council, Inc. Police Officers (“Union”) in order to amend Article 18 of the parties’ Collective Bargaining Agreement (“Agreement”) between the two parties ending December 31st, 2023 to add Juneteenth as a holiday.

Both parties agree to the following change in contract language as noted below. These changes shall be effective as of June 15th, 2022 and shall be in full effect until the end of expiration of the Agreement on December 31st, 2023.

The cost to the township of providing this holiday for both the Blue and the Gold Bargaining Units is \$13,243.92.

Article 18 – HOLIDAYS

Section 18.1

The Employer shall recognize each of the following days as a paid holiday:

New Year’s Day
Martin Luther King Day
President’s Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day

An employee, while on any unpaid leave of absence will not receive holiday pay compensation.

FOR THE TOWNSHIP:

Geoff Milz, Administrator

Date

FOR THE UNION:

Date

MEMORANDUM OF UNDERSTANDING

Between

The Fraternal Order of Police, Ohio Labor Council, Inc. Police
Sergeants
And
Colerain Township Board of Trustees

The Memorandum of Understanding (“MOU”) is made by and between Colerain Township (“Employer”) and the Fraternal Order of Police, Ohio Labor Council, Inc. Police Sergeants (“Union”) in order to amend Article 18 of the parties’ Collective Bargaining Agreement (“Agreement”) between the two parties ending December 31st, 2023 to add Juneteenth as a holiday.

Both parties agree to the following change in contract language as noted below. These changes shall be effective as of June 15th, 2022 and shall be in full effect until the end of expiration of the Agreement on December 31st, 2023.

The cost to the township of providing this holiday for both the Blue and the Gold Bargaining Units is \$13,243.92.

Article 18 – HOLIDAYS

Section 18.1

The Employer shall recognize each of the following days as a paid holiday:

New Year’s Day
Martin Luther King Day
President’s Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day

An employee, while on any unpaid leave of absence will not receive holiday pay compensation.

FOR THE TOWNSHIP:

Geoff Milz, Administrator

Date

FOR THE UNION:

Date

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

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

Motion to Establish a Public Hearing on the 2023 Tentative Tax Budget on Tuesday, June 28, 2022 at 7pm
Recommend ADOPTION of the Motion.

Rationale:

The first step in the 2023 budget process is the adoption of the tentative tax budget, which is an estimate of the resources that will be available for the 2023 budget. It is due to the county auditor on July 20, 2022.

ORC 5705.30 requires that the Township hold a public hearing prior to adoption of the tentative tax budget. If the Board were to schedule a hearing for its next meeting, on June 28, 2022, it would provide ample time for staff to submit the tentative tax budget to the county auditor.

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Finance Director

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

Resolution Authorizing The Adoption Of Amended Appropriations For The Year 2022

Recommend ADOPTION of the Resolution.

Rationale:

This Resolution would increase appropriations for four funds - 2081 (Police), 2231 (Permissive Motor Vehicle License Tax), 2901 (TIF- Kroger), and 2903 (TIF- Colerain Towne Center).

The increase in Fund 2081, by \$80,000, would allow the Police Department to purchase two all-terrain vehicles through a grant from Hamilton County Public Health, as contemplated in a series of items on this agenda.

The increase in Fund 2231, by \$215,000, is for the road repavement program. The 2021 program came in under budget, and these savings would be applied to the cape sealing project for 2022.

The increase in Fund 2901, by \$99,606.76, is to align the management of the Fund with the bond documents. Those documents require that the Township remit the full amount collected to Kroger, which triggers an annual reamortization of the debt. The TIF is performing well and generating more revenue than necessary to meet the current amortization schedule, which likely means that the debt will be repaid earlier than originally anticipated.

The increase in Fund 2903, by \$856,633.51, is to align the management of the Fund with the bond documents. Those documents require that the Township remit the full amount collected to Huntington National Bank, which serves as our trustee for the bonds. When the bonds are retired, the excess proceeds will be returned to the Township. This TIF is performing well, too, and is generating more revenue than is required for debt service.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of June 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 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	10,788,651.66
2111	Fire District	14,246,806.36
2181	Zoning	516,112.67
2231	Permissive Motor Vehicle License Tax	1,022,682.70
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
2402	CDBG Sidewalk Maintenance Fund	1,700.00
2901	TIF - Kroger	342,731.76
2902	Recycling Incentive	56,981.38
2903	TIF - Colerain Towne Center	1,141,092.41
2904	TIF - Duke	150,000.00
2905	TIF- Northridge	20.00
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 June 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 June 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: Jeff McElravy, Finance Director

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

Resolution Amending 2022 Strategic Plan and Budget

Recommend ADOPTION of the Resolution.

Rationale:

The Board is considering multiple items to allow the Township to accept an \$80,000 grant to further its efforts to reduce the harmful effects of opiates on the residents of the Township. In order to reach residents and visitors to the Township in new ways, the Police Department is seeking approval to accept this grant from Hamilton County Public Health.

This Resolution amends the 2022 Strategic Plan and Budget to create a new capital project titled, "Police Department All-Terrain Vehicle Grant."

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-22

RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2022 STRATEGIC PLAN AND BUDGET

WHEREAS, the Board of Trustees has tasked staff with achieving as many of the Township's objectives through outside funding sources as possible; and

WHEREAS, the Fire and EMS Department and the Police Department have been working closely with Hamilton County Public Health to reduce the harmful effects of opiates on the residents of the Township; and

WHEREAS, that work can be accomplished more effectively with a variety of vehicles to allow officers to access those in need; and

WHEREAS, the action described above is in the best interest of the Township and will improve the health, safety, and general welfare of its residents.

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

1. The Board of Township Trustees hereby amends the 2022 Strategic Plan and Budget to create a new capital project titled, "Police Department All-Terrain Vehicle Grant."
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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
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. This resolution shall take effect at the earliest period 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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of June, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan 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 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 _____ day of June, 2022.

Jeff Baker
Colerain Township Fiscal Officer

COLERAIN TOWNSHIP CAPITAL PROJECT SUMMARY

Police Department All-Terrain Vehicle Grant

Department: Police

Proposed Funding Source: Donation from Hamilton County Public Health

Anticipated Cost: \$80,000

Budget Impact (& Line): 2081-760-750-0000

Desired Start: Immediately

Estimated Project Length: Unknown

Project Team Members

Project Team Members
- Chief Mark Denney - Assistant Chief Ed Cordie

Project Description

Initiative Business Goal
Provide access to off-road/difficult to reach areas of the Township to deliver law enforcement and public health services.
Business Issue/Opportunity
- Areas within the Township (parks, trails, etc.) are difficult to reach. Crime and public health emergencies such as opiate overdoses occur in these areas. - Other community events require the ability to travel long distances in marked vehicles. Currently that requires removing vehicles from the patrol rotation. - We have a very productive relationship with Hamilton County Public Health. This will allow us to work together and deliver the services of both organizations.
Other Information/Justification

Project Budget

Revenue Sources
100% of the funds for this project are donated by Hamilton County Public Health.
Project Costs
• \$80,000

Location

4200 Springdale Road



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 Authorize the Township Administrator to Sign Purchase Agreement with Polaris Sales Inc.
Recommend ADOPTION of the Motion.

Rationale:

The agreement with Polaris Sales Inc. is for the purchase of (2) all-terrain vehicles and accessories valued at \$67,048.00. The funds for this purchase were donated by Hamilton County Public Health.



Polaris Government & Defense
2100 Highway 55
Medina, MN 55340-9770

June 3, 2022

Mr. Hussel

Thank you for your interest in the Polaris Basic Patrol Package built on the RANGER 1000XP NorthStar Premium and RANGER 1000XP Premium, we were pleased to provide you with the quote for your evaluation.

The RANGER 1000XP NorthStar Premium and RANGER 1000XP Premium with Basic Patrol Package is manufactured exclusively through Polaris Sales as the sole source provider on various national contracts, including GSA, contract number GS-07F-0398M, and Sourcewell, contract number 051717-PSI

Please contact me with any questions you may have.

Kind regards,

A handwritten signature in black ink, appearing to read "Jim Burk". The signature is stylized with a large, sweeping initial "J" and "B".

Jim Burk
Polaris Government & Defense



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
 Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: JUSTIN HUSSEL
 Email: jhussel@colerain.org
 Phone: 5133212677
 Fax:
 Bill To: Colerain Police Department
 4200 Springdale Road
 Cincinnati, OH 45251
 Ship To: Colerain Police Department
 4200 Springdale Road
 Cincinnati, OH 45251

Quote Number: QUO-36987-F0L3B7
 Revision #: 1
 Date: 6/3/2022 1:38 PM
 Quote Expires: 7/4/2022
 Contract Name: Polaris Direct
 Contract #:
 Expiration Date:
 Cage: 3FP69
 Duns#: 123399383
 Tax ID#: 41-1921490
 Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
R22RRU99AC	1	RANGER XP 1000 NorthStar Premium - Ghost White Metallic - 49 State	No	\$27,899.00	\$26,217.20	\$26,217.20
2879015	1	1000's / Pro XD Glass Sliding Open Rear Panel	No	\$749.99	\$627.20	\$627.20
2889050	1	K-WINCH SWITCH -DASH - ZUS	No	\$74.99	\$62.71	\$62.71
2889307	1	RANGER HD Glacier Plow Frame	No	\$549.99	\$459.94	\$459.94
2880269	1	Polaris Glacier HD 66 in. Poly Blade	No	\$459.99	\$384.68	\$384.68
2883978	1	Action - XP 1000's / Pro XD Standard Emergency Light Kit	No	\$4,999.99	\$4,181.35	\$4,181.35
2883980	1	Action - XP 1000's / Pro XD 30W Siren & PA System (requires Standard or Deluxe Light Package)	No	\$659.99	\$551.93	\$551.93



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
 Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
2883966	1	Action - XP 1000's / Pro XD Custom Graphics for Fire or Law Enforcement	No	\$899.99	\$752.64	\$752.64
2882763	1	Pro Armor 40 in. Single Row Combo Bar (7000 lumens)	No	\$519.99	\$434.85	\$434.85
2882313	1	Pro Armor 11 in. Single Row Flood Bar (1660 lumens)	No	\$169.99	\$142.16	\$142.16
2883230	2	Single Light Bar Wire Harness	No	\$94.99	\$79.44	\$158.88
5414966	1	Light Bar Wire Harness Roof Guide	No	\$41.99	\$32.19	\$32.19
R22RRE99AC	1	RANGER XP 1000 Premium - Ghost White Metallic - 49 State	No	\$19,999.00	\$18,946.22	\$18,946.22
2889021	1	1000's / Pro XD Fixed Glass Windshield	No	\$799.99	\$669.01	\$669.01
2882911	1	1000 / XP 1000 Poly Sport Roof	No	\$399.99	\$334.50	\$334.50
2879015	1	1000's / Pro XD Glass Sliding Open Rear Panel	No	\$749.99	\$627.20	\$627.20
2882559	1	1000's Poly Front Half Doors	No	\$1,799.99	\$1,505.28	\$1,505.28
2882870-774	1	Ghost White Metallic Front Accent Panels	No	\$59.99	\$50.17	\$50.17
2883974	1	1000's / Pro XD Glass Wiper / Washer	No	\$589.99	\$493.39	\$493.39
2883978	1	Action - XP 1000's / Pro XD Standard Emergency Light Kit	No	\$4,999.99	\$4,181.35	\$4,181.35
2883980	1	Action - XP 1000's / Pro XD 30W Siren & PA System (requires Standard or Deluxe Light Package)	No	\$659.99	\$551.93	\$551.93
2883966	1	Action - XP 1000's / Pro XD Custom Graphics for Fire or Law Enforcement	No	\$899.99	\$752.64	\$752.64



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QUOTE

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
2882763	1	Pro Armor 40 in. Single Row Combo Bar (7000 lumens)	No	\$519.99	\$434.85	\$434.85
2882078	1	Pro Armor 11 in. Single Row Spot Bar (1600 lumens)	No	\$169.99	\$142.16	\$142.16
2883230	2	Single Light Bar Wire Harness	No	\$94.99	\$79.44	\$158.88
5414966	1	Light Bar Wire Harness Roof Guide	No	\$41.99	\$32.19	\$32.19

Comments: Mount 40" LED bar on roof, forward facing and 11" LED bar on roof, rearward facing

SUBTOTAL	\$62,885.50
INSTALL*	\$1,162.50
FREIGHT	\$3,000.00
TAX	\$0.00
TOTAL	\$67,048.00

*Installation Pricing is Open Market

Vehicle model year and color are subject to change dependent upon delivery date.

Acceptance and Payment Information

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact if applicable

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.

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 Accept the Police Department Employee Hiring Incentive Program

Recommend ADOPTION of the Motion.

Rationale:

See Attached Memorandum



COLERAIN POLICE DEPARTMENT

4200 SPRINGDALE ROAD • COLERAIN, OHIO 45251 • 513-321-COPS

Our department, just like almost all other police departments throughout the country are feeling the impact of current job market. We are losing officers to other departments, different professions and to retirement. Even with our increased efforts to focus on retention and hiring, we are having difficulty attracting and retaining sufficient numbers of qualified employees.

Due to this challenge, we knew that we had to take action. As part of this realization, we began to look for answers to our problems with the understanding that we must take action before its too late. Our research resulted in finding an article entitled "Best Practices Guide: Recruitment, Retention, and Turnover of Law Enforcement Personnel". This article was written by W. Dwayne Orrick and was completed in conjunction with the Department of Justice and the International Association of Chiefs of Police.

This article had multiple suggestions that focused on recruitment techniques. As a department, most of these techniques were already a focus of our department. There was one of interest that had not implemented and that we decided to focus on. In the article, it is defined as an Employee Referral System (ERS). Past results from this program suggested that it was the most effective recruitment technique available. After much thought, consideration and discussion, we have developed a program called, the Police Department Hiring Incentive Program.

Our program is very similar to what was suggested in the article. First, inform the department personnel of the need for recruitment, our overall hiring goals, and ask them to help us meet those goals. Secondly, establish a way to track new candidate referrals from our current staff. Lastly, if the recommended candidate were to be hired, the department employee that provided the recommendation becomes eligible for a monetary bonus of \$1,000 per candidate, awarded in two payments and paid through the Township payroll process.

Additional requirements for the monetary bonus were established by our staff. Recommendations were made that an employee(s) who referred a new hire, upon the hire, would be eligible for \$500 bonus. Once the newly hired officer completes their Field Training Program, the employee(s) are again eligible for the remaining \$500 bonus. This program has a max of \$1,000 per newly hired officer. If multiple officers are part of the referral process, the bonus will be divided amongst them.

The purpose of this program is to create a recruiting multiplier within our department. To no longer have one officer in charge of recruitment but to have upwards of 70+ employees recruiting at all times when the program is active. This was a 2022 budgeted program to not exceed \$5,000 and can only awarded with approval from the Chief of Police. It is our intent to budget for this each year moving forward.



Command Staff

Col. Mark C. Denney

Chief of Police

LTC. Edwin C. Cordie III

Assistant Chief of Police

LT. Michael S. Owens

Support Services Commander

LT. Christopher A. Phillips

Investigative Commander

LT. Dean A. Doerflein

Patrol Commander



www.coleraintownship.org



Best Practices Guide



International Association of Chiefs of Police

Smaller Police Departments
Technical Assistance Program

Recruitment, Retention, and Turnover of Law Enforcement Personnel

by W. Dwayne Orrick

This project supported by a grant from:



BJA
Bureau of Justice Assistance
U.S. Department of Justice

Best Practices Guide for Recruitment, Retention, and Turnover of Law Enforcement Personnel

W. Dwayne Orrick

Recruiting sufficient numbers of qualified applicants to meet the staffing needs of an agency is the most fundamental human resource process in a police department. The success of the department's recruitment efforts impacts every other function in the agency.

For years, law enforcement agencies offered good, stable employment. A readily available workforce enabled many police leaders to ignore the importance of recruitment. Today, employers nationwide, including police departments, report having difficulty attracting and retaining sufficient numbers of qualified employees. There are a number of factors both inside and outside the organization contributing to this condition.

The purpose of this guide is to provide an overview of the issues that impact an agency's ability to recruit sufficient numbers of qualified persons who are a 'good fit' within a police agency and the processes to successfully attract these individuals. In addition, factors contributing to increased levels of employee attrition and processes for developing a high retention environment will be identified.

Recruitment

Police departments are service organizations. The quality of their service delivery is directly linked to the quality of personnel they recruit, hire, and retain. Failing to recruit and retain personnel that 'fit' with the agency will have a direct impact on the organization's ability to serve their community. The process of attracting potential employees is more complex than merely convincing a large number of persons to submit an application for employment. To be more effective, agencies must view recruitment in a comprehensive manner. Before a department begins to recruit officers, the number of officers and the needs of the department should be identified through a staffing analysis and a review of the average turnover rates.

Once the number of employees that are needed is identified, the core values of the organization and the unique aspects, or 'employer brand', should be clarified. This information is critical for establishing the caliber of officers needed and what the department has to offer employees. In addition, leaders must designate specific individuals to act as official department recruiters, but every officer can be enlisted to help with the search. Finally, the process of actually recruiting employees should make use of a variety of recruitment strategies.

Staffing Analysis

To determine the number of officers required to serve the needs of the community, the department should conduct a staffing analysis. There are several formulas available for projecting the number of employees needed. Assuming the department receives appropriations to fund additional positions, the projected need is added to the number of current vacancies. At the same time, the average turnover should be determined. To estimate the anticipated vacancies, planned and unplanned turnover must be considered. Planned attrition includes persons who are known to be leaving the department in the next 12 – 18 months (i.e. retirement). Reviewing the average number of persons who resigned in the past 24 – 36 months can be used to estimate the number of unplanned turnover. Combined, the staffing projection, current vacancies, and estimated turnover provide recruiters with the approximate number of new officers that will need to be recruited.

Identifying Core Values

The process of identifying the core values of a police department is often viewed as being the 'softer' side of law enforcement that has little affiliation with 'real police work.' However, the statement of core values is actually the bedrock of the department's operations. Serving as its constitution, the core values clarify why the department exists, what it represents, and how it conducts itself. While there are many similarities between law enforcement agencies, there are distinct differences between each community's expectations and how its department provides services.

Every agency has a set of values, regardless of whether they have been formally articulated and pronounced. Identifying the core values helps to determine what beliefs an individual should possess to fit well within the organization. This is important because many leaders have been led to believe that a person who passes the various selection procedures is the most qualified person for the department. In reality, an officer who works well in one department may not fit well in another.

The core values establish the standard for evaluating the recruitment and selection of employees. When organizations fail to identify core values and make them an integral part of the recruitment, selection, and operational procedures, they tend to repeatedly make the same hiring mistakes.¹

Finally, when employees' personal values are similar to those represented by the police department the individual is more likely to identify with the agency's purpose and be anchored to that organization.² This results in lower attrition rates.

Developing an Employer Brand

As agencies place greater emphasis on recruiting and retaining employees, they should examine their employer brand. An employer brand communicates the message of what it is like to work in the organization. Every department has a reputation as a place to work that may be positive or negative. For example, a department may be well-known for providing higher salaries, maintaining excellent performance standards, or having the best equipment available. At the same time, a department may also be known for poor relationships between management and line officers or low salaries and benefits.

Agencies that develop a strong, positive employer brand have a special allure as a great place to work and are considered employers of choice.³ This designation gives agencies a competitive advantage when recruiting officers. As a result, departments are more likely to have a greater number of high-quality candidates apply for positions. Branding also helps lower the cost-per-hire and increases the level of retention by initially attracting candidates who are more likely to be a good fit for the department.⁴

As departments seek to develop a strong employer brand, they should go through a facilitated process to gain employee participation, identify what candidate's desire, assess the department's current brand, and clarify the agency's unique characteristics. Having completed this process, agencies can work to develop the department's desired image. Once established, a strategic plan to move from the current brand to the desired image can be developed. This process is not easy and cannot be accomplished overnight. Once the desired brand is created, the agency must constantly work to maintain it. In addition, they must ensure how the employees act and the public's perception of the department are synonymous with the brand. Agencies that successfully complete this effort find they have better relations in the community, successfully recruit top quality candidates, and are in a stronger position to retain quality candidates.

Recruiter Selection

Many agencies fail to recognize and subsequently stress the importance of the recruitment function. As a result, those persons who would probably be the best individuals for the position do not submit their name for consideration. To overcome this, organizational leaders must develop a perception throughout the department that recruitment is one of the most important functions in the agency.

To ensure the recruiting function is considered an important function and an organizational priority, individuals should be formally assigned the responsibility of specific recruiting functions. In a larger organization this may require a team of officers. In smaller agencies, this responsibility will likely be completed by one individual on a part-time basis. Regardless, a thorough process of identifying, selecting, training, and evaluating recruiters should be completed.

Persons assigned as recruiters must be among the brightest in the department and the position should be viewed as a sought after position. Individuals must possess the social astuteness to read non-verbal signals from others' body language and adjust their responses to meet the needs of the individual. At the same time, the recruiter must be able to assess the potential candidate's ability to meet the department's employment standards. The best recruiters are known, liked, and respected as credible individuals throughout the community. They are always seeking opportunities to sell the agency and establish new networks.

Once officers are selected as recruiters, they should be provided with training to ensure their success. In some cases, this training can be provided internally. If the department is starting a new program, it may be necessary to seek training outside the department.

Finally, objective performance standards should be established to measure the recruiter's success and hold them accountable for meeting these standards.

Recruitment Techniques

If departments continue to use the same recruitment processes they have always used, they will continue recruiting the same types of employees, with the same results. In order to recruit diverse, high-quality candidates, departments must upgrade their recruitment programs and employ a variety of recruitment techniques to reach this new group of candidates.

Employee Referral System (ERS) - When law enforcement agencies search for a suspect, they do not have one person to conduct the hunt for the entire department. Instead, every available person is tasked with helping to conduct the search. So why should an agency have one or two persons doing all of the recruiting? Every officer in the department is a potential recruiter.

Employee referral systems are the most effective recruitment techniques available. Much of the success of referral systems is attributed to officers doing some form of informal assessment of the individual to determine if he or she can perform well within the organization before approaching them or making a recommendation to the agency. In addition, millennial employees voice a desire to work with their friends. Research has consistently found that officers who are recruited through employee referral systems are more likely to succeed in the selection process and be retained by the agency. Having learned about the agency first hand from an officer, referred candidates have a more realistic view of the job they are coming in to.

When beginning an ERS, guidelines for the program's operation should be established. First, officers should be informed of the department's personnel needs and goals, and have them focus their efforts on addressing these needs. Second, a process must be established to track officers' referrals. To prevent them from becoming frustrated and discouraged, employees who make a referral should be provided periodic updates of the candidate's progress. In addition, the agency must continually communicate the need for new recruits, benefits for recruiting a new employee, and about officers who have successfully attracted a new recruit.

In many departments, officers who refer a candidate who is hired by the agency receive some form of bonus. A determination should be made of the type and value of the bonus. The bonus may be a non-cash award

such as days off or a gift (i.e. television, laptop computer, etc.). Other departments provide cash payments ranging from 100 to 5,000 dollars; a sort of “finder’s fee”. When providing cash bonuses, many departments provide one-half upon employment of the recruit and the second half when the individual completes their probationary period. This installment program maximizes the motivational benefits of the program. In addition, the referring officer is more likely to serve as a mentor to help the new employee succeed.

Finally, employees are likely to attract other people who are similar to them. If the department does not have a diverse workforce or has a dysfunctional culture. Implementation of this system may perpetuate these problems. Under these circumstances, leaders may limit the use of an employee referral system.

Internet – The Internet is the second most effective approach for recruiting potential candidates. It is available to potential applicants 24 hours a day, seven days a week. It is less expensive and easier to customize than many other recruitment techniques. Making use of the Internet also provides agencies with greater opportunity to expand their brand message and eliminate their dependency on traditional media.

The department website allows the agency to communicate the services they provide, project a solid image, and describe various career opportunities. Recruiters and leaders should assume that all serious job seekers will examine the department website to research the agency and learn about its operations. Because of this, the site should provide an accurate reflection of the department’s personality and values.

To provide an informative, high impact website, designers must maintain a dynamic and interactive site. The use of photographs and video bring the site to life. These images should be representative of the department and demonstrate diversity in the workforce. The website should include a prominently positioned link entitled ‘Career Opportunities’ that lists available jobs, requirements for each position, and a description of the selection process. Access to this link should be possible within three clicks. When composing an Internet announcement, designers should avoid using traditional job descriptions. Position announcements should capture the reader’s attention with the image that the department is a great place to work and enables the individual to do meaningful work. The agency may consider including testimonials from employees of what attracted them to the job and what they enjoy about working with the agency. The most effective sites make it possible for individuals to download and submit applications. It is also suggested the page include a link to email the recruiter as well as a direct phone number. All requests for information should be answered within 24 hours.

Another alternative is to use on-line employment sites such as the IACP’s Discoverpolicing.com. Many state law enforcement agencies, municipal associations, United States Military, and state labor departments also provide websites for posting vacancies at no cost.

Third, departments should work to develop and maintain a strong presence in social media including Facebook, YouTube, and Twitter. These programs provide greater interaction with potential candidates and increase the opportunity to peak their interest

News Media – The impact of social media has radically changed role of the traditional media - radio, television, and newspapers. The influence of newspapers and classified ads have experienced the greatest decline. Transitioning to a digital format continues to cause rapid and dynamic changes in how the traditional media seeks to meet consumer needs. Law enforcement agencies must continue to work with the media to leverage the latest information sources to serve their communities, present their brand image, and attract officers.

Law enforcement agencies have an advantage over other employers in that they have frequent access to reporters. Using these relationships, agencies can work to publish human-interest stories about officers and the department’s recruitment efforts. These articles are a great way for the agency to bring attention to the department as well as provide greater details of career opportunities.

Former Officers – Many departments are finding they have a group of officers who compose the core of their operations. At the same time, another group of ‘transient’ employees, who may leave and return to the agency one or more times before they begin to completely identify with the core group and become long-term employees.

High performing officers who left the agency for ‘greener pastures’ often find the opportunity that pulled them out of the department did not provide them everything they expected. If given the opportunity many will jump at the chance to return. Recognizing they really belong with the department these persons often return to become long-term employees.

‘Boomerang’ officers provide many advantages for both the department and officer. The department and the officer are familiar with each other, so there are fewer risks for each. The officer is familiar with the department’s expectations and operational procedures, so the transition is smooth and training is limited. These officers have explored other alternatives and appreciate the opportunities within that particular agency more. They are likely to spread this to other officers who are considering other opportunities and potentially limit turnover.

Target Female Candidates – Women are the most under-represented protected class in law enforcement today. While they make up 51% of the population¹, they occupy only 11.6% of positions across the nation². This is not to suggest all women would make good officers any more than to say all men would make good officers. Nor should departments lower legitimate hiring standards to attract more women, this would only discount the value quality candidates bring to the workplace. Generally female officers possess many unique characteristics that make them exceptional officers. For example, women officers are more likely to be better educated. In 2013, women earned 61% of associate and 57% of bachelor degrees.³ They are less likely to use force, excessive force, or be named in a lawsuit than male officers.⁴ In addition, they have better oral communication skills and are more empathetic than men. As traditional gender roles continue to evolve, increasing the focus on female candidates will offer an abundant source of highly qualified and capable employees. Failure to do so will adversely impact agencies to reach their recruiting goals and serve their communities in the future.

Viral Recruitment – Top quality candidates are likely to be associated with similarly qualified persons. While recruitment efforts may not be successful with one individual, the candidate may likely associate with another person who would be open to opportunities offered by the agency. Recruiters should provide good candidates with several copies of brochures and other recruitment materials. If the person is not interested,

¹ U. S. Department of Commerce, U. S. Census Bureau, Age and Sex Composition: 2010, “Table 1 Population by Sex and Selected Age Groups: 2000 and 2010”, (May 2011), p. 2, <http://www.census.gov/prod/cen2010/briefs/c2010br-03.pdf>

² Federal Bureau of Investigation, Uniform Crime Reports -2013, Table 74: Full-time Law Enforcement Employees by Population Group, Percent Male and Female, 2013 (http://www.fbi.gov/about-us/cjis/ucr/crime-in-the-u.s/2013/crime-in-the-u.s.-2013/tables/table-74/table_74_full_time_law_enforcement_employees_by_population_group_percent_male_and_female_2013.xls), (October 2014).

³ Perry, Mark J., “Stunning College Degree Gap: Women have earned almost 10 million more college degrees than men since 1982”, American Enterprise Institute, (May, 2013), <http://www.aei.org/publication/stunning-college-degree-gap-women-have-earned-almost-10-million-more-college-degrees-than-men-since-1982/> (Accessed: May 22, 2015)

⁴ Lonsway, Kim, Margaret Moore, Penny Harrington, Eleanor Smeal, and Katherine Spillar, “Hiring and Retaining More Women: The Advantages to Law Enforcement Agencies”, National Center for Women and Policing, (Spring 2003), p. 4.

ask them to pass the agency's materials around to friends and colleagues. Recruiters can also encourage candidates to share recruitment links and information on their social media accounts. Other departments are asking applicants to list several friends who they think may be interested in becoming a police officer. This information is then forwarded to recruiters to conduct follow-up interviews.

Career Fairs – There are a variety of job fairs available for recruiters to meet with potential recruits including law enforcement, military, college and public events. Many departments have experienced limited success with participating in job fairs. Despite this, participating in career fairs provides departments with many benefits. Persons attending the events are seeking a career change and are looking at all the different opportunities. Because of this, recruiters have the opportunity to meet larger numbers of potential candidates at once. At the same time, the competition for job seekers attention is great, allowing job searchers to be easily distracted.

Working at a booth at a career fair requires recruiters to have a positive attitude and active listening skills. When talking with job seekers, recruiters only have a few minutes to talk with interested persons before they move on to the next booth. To prepare for this, recruiters should practice approaching and interacting with potential candidates. In addition, a system should be established for rating potential leads at the event and, following the event, the effectiveness of its recruitment potential.

Religious and Cultural Organizations – Networking with various religious organizations has proved very effective for police departments in attracting successful candidates, particularly minorities. In larger communities, some church and religious organizations operate job centers or other career preparation services. These organizations have close relationships with their members, and partnering with them can help break down trust barriers and add credibility to your recruitment efforts

Youth and Apprentice Programs – One study found that 50% of new recruits knew they wanted to be an officer in the 12th grade⁵. To capitalize on this, agencies should consider developing long-term recruiting programs that will identify and nurture those persons interested in law enforcement and anchor them to the agency. Various programs including summer day camps, Explorer posts, internships, and community service positions serve as a realistic job preview for these future officers. At the same time, participation in the program gives the agency an opportunity to interact with individuals and observe their personalities and work ethic. As a result, many of these programs result in the successful recruitment of participants.

Turnover

External Factors

The employer-employee relationship is a product of the market economy. Such that, during economic downturns or recessions, there are fewer jobs available for the employees. During these periods, employers have greater control of the relationship. Conversely, when the economy is doing well, employees have more opportunities and greater control of the relationship. During the recent economic recession, some agencies were forced to cut staffing or make reductions in force. During this period, incumbent officers had fewer employment alternatives and agencies experienced lower turnover rates.

As the economy rebounds, experienced officers who postponed retirement now have new opportunities for second careers. Others who become dissatisfied with the progress of their careers may seize newly found opportunities. Unfortunately for the agency, the first persons to leave are often the best employees simply because they have better skills and abilities to offer new employers.

⁵ Switzer, Merlin E. "Recruitment and Retention: Best Practices Update", California Commission on Peace Officer Standards and Training, April 2006, p. 40.

This problem is compounded by a number of factors. Departments that were not permitted to fill vacancies have fewer seasoned officers to take the place of senior staff and fewer persons view law enforcement as a viable career. In the next five years, the exodus of baby boomers will dramatically reduce the number of persons in the labor market. Together with a recovering economy, these conditions will result in heavy competition for talent talented candidates. If agencies do not take aggressive steps to mitigate this issue, a serious imbalance will likely form in many departments between the number of experienced officers and newer recruits. Over time, agencies with higher turnover and less experienced officers will suffer a reduction in productivity and lower quality of service delivery.

A number of studies have documented the level of turnover and contributing causes. Still, little research has been done to establish a benchmark of 'acceptable' or 'normal' turnover rate for law enforcement agencies.

- In 1999, the Florida Department of Law Enforcement reported 14 percent of state and county officers and 20 percent of municipal officers left within the first 18 months of employment.⁷ Between 1983 and 1997, the state of Alaska averaged a 35 percent turnover in its Village Public Safety Officer positions.⁸
- In 2003 the North Carolina Department of Criminal Justice assessed the level of turnover in municipal and sheriff's officer positions and found attrition in municipal agencies ranged from zero to 87 percent with an average of 14.2 percent.⁹ At the same time, sheriff's personnel had a turnover rate of zero to 60 percent with an average of 12.7 percent.¹⁰
- A study of attrition of Vermont law enforcement agencies between 2001 and 2006 found counties averaged 8.9 percent, while municipalities experienced 8.25 percent.¹¹
- A 2010 staffing study conducted by the Glendale (AZ) Police Department analyzed many inter and intra agency factors in addition to turnover. According to the study, sworn personnel departures decreased by 32%, from 25 to 17 departures between 2008 and 2009.¹⁷ The turnover rate for sworn personnel dropped from 6.0% in 2008 to 4.2% in 2009.¹⁷ Three of the 17 departures in 2009 were voluntary resignations, which led to a voluntary turnover rate of 0.7%, down from 2.2% in 2008. The voluntary turnover rates in the department were slightly above the 0.4% national rate as reported by the U.S. Department of Labor in 2010.¹⁷

Law enforcement attrition is a complex and difficult issue to manage. In many instances, the turnover occurs in trends. To identify these trends, agencies must track when officers resign from the department. Using this information, charts can be developed to help illustrate the severity of the problem and how to coordinate retention efforts at critical times. Before an agency can determine the retention strategies to be initiated, it is critical to know the specific reasons why officers are leaving an agency. As departments seek to find the causes for attrition, officers must have an integral role in the process. One of the most important areas to clarify in this phase is to ask employees what is important to them and their opinion of why employees are leaving. Several techniques can be used to capture this information, including confidential surveys, personal interviews, exit interviews, and focus groups.

Internal Factors

Salary – The most frequently cited reason by police executives of why officers leave is salary. There are a number of reasons for this claim. In many cases the level of salary, benefits, and working conditions offered by local and state governments trail those found in the private sector or nearby agencies. Second, employees who do not want to burn bridges with an employer frequently tell their bosses they are receiving a better salary in their new position. Third, if the individual is making more money in his or her new position, it is easy to say they left for a higher salary. Finally, relying on salary increases allows executives to give a simple

answer to a potentially complex problem without making any hard analysis of the problems or conditions within their agencies.

Money is not a motivator, but absence of money is a de-motivator. When an individual does not have enough money to pay his or her expenses, salary becomes more important. As a general rule of thumb, persons who are struggling to pay their bills will leave for less than a 5 percent increase in salary. Unhappy employees will leave for 5 percent, and satisfied employees generally require a 20 percent increase before they consider resigning.¹³ The issue of compensation is more inclusive than just salary and includes a number of benefits such as health insurance, vacation, retirement, schedules, and equipment. Deficiencies or perceived inequities in any of these areas can contribute to turnover.

Poor Supervisors or Leadership – People do not leave jobs, they leave managers.¹⁴ The number one internal factor affecting an employee's decision to stay or leave a job is the relationship with their immediate supervisor. One of the greatest crises facing law enforcement agencies in the near future is the failure to develop leadership potential of officers throughout the entire organization. Too often persons are promoted to a supervisor position and not given any training of how to effectively perform their new responsibilities. As a result, they treat employees the same way they saw their supervisors treat officers years before.

Poor Job Fit – Another contributor for officer attrition is a poor person-job fit. Even though the individual has the knowledge, skills, and abilities to perform the job, many do not like the work or fit within the agency. Several states have found that at least 25 percent of officers leave their department within the first 18-36 months on the job. Field training officers or supervisors often hear the officer say, "This job is not what I thought it was." This same person may work very well in another department; they just do not work well within that particular agency.

Higher Ordered Needs – In recent years, the police profession has placed emphasis on the professionalism of working within law enforcement agencies. Departments spend enormous efforts attracting better-educated, well-rounded individuals. As a result, today's applicants are looking to satisfy higher-ordered needs of belongingness, self-esteem, and self-actualization. This translates into officers wanting to feel a part of the organization, be proud of what they do, and make a difference. Despite this, the organizational culture of some agencies has not evolved beyond the survival mentality aspects of police work. Basic and advanced training classes emphasize the need to go home at the end of the day as their measure of success. This is not to minimize the dangerous aspects of a career in law enforcement or the need to exercise appropriate care in performing their duties in a safe manner. The officers being recruited today are seeking challenging work environments and problem solving opportunities. When these needs go unmet for an extended period of time, it causes internal conflict for the individual. As a result, when these individuals are placed in an environment that constantly focuses on the lower-ordered needs, the individuals will soon look for work environments that offer those opportunities and conditions.

Role Conflict - Many departing officers note the disparity in the interpretation and consistent application of policy between supervisors as a leading cause of their dissatisfaction. For example, a chief may hear officers state that how they perform a task varies according to their shift assignment. Some may take this to mean every shift does different things because of the type of activity that occurs. Instead, these officers are voicing displeasure with doing the same thing differently depending upon their supervisor. Over time, they develop a perception there is no consistency in the operations and no matter what they do it is wrong.

Dysfunctional Organizational Cultures – Many agencies are still characterized by silo management styles, hierarchical organizational structures with a dependence on strict operational procedures. This compliance, rule-based environment is based upon a transactional leadership style. Employees today are seeking an intrinsically motivating work environment. To accomplish this, leaders must engage the minds and hearts of their officers. Officers must take ownership of the various projects in which they are assigned to participate.

When leaders fail to do this, they are limiting the organization's success and contributing to the attrition problems within their agency.

Generational Differences – Generation theory proposes there are four stages in a cycle. Each stage is identified as being a different cohort or generation. The 'personality' of each generation is developed by the events occurring in society during the formative years. The manner in which each generation treats and raises children differs because of changes in values and perspectives. These changes ensure the cycle continues its evolution. No generation is really any better or worse than another; each is different with its own strengths and weaknesses. The secret for leaders is to be aware of these differences and develop the leadership strategies that are needed to reach out to the individuals at their current level of development.

Lack of Career Growth or Better Opportunities – Officers often cite limited opportunities to grow or 'move up' as a reason for leaving their current position. This is particularly true for millennial employees. For years, larger agencies have successfully used more opportunities in a larger agency as a way to poach exceptional officers from smaller departments.

Inadequate Feedback – Providing frequent feedback is a critical link to having a contented workforce. Employees want to know how they are performing and are anxious to improve. Supervisors who do not provide frequent feedback allow poor work habits to form that result in unnecessary mistakes, citizen complaints, and managerial problems.

Inadequate Recognition – Positive reinforcement is the easiest, least expensive, and best way to improve good performance. When individuals do not receive this recognition, the exceptional performance will likely diminish.

Inadequate Training – Police officers' work environment is constantly changing and providing new challenges. Today's officers view training as an opportunity to improve their skills and make them more effective. Training is critical for providing officers with the skills they need to achieve their personal career objectives. When officers do not receive sufficient training, they make more mistakes, lose cases, and feel less confident. This also causes more lawsuits, negative publicity, and poorer organizational performance. Agencies that ignore this need are failing to meet the individual's desire to improve. If the department does not provide these opportunities, officers will look for agencies that will.

Equipment – Officers consider the type of equipment they receive as being indicative of their value to the community. For example, if all of the patrol units have 150,000 miles, officers have to share portable radios, or computers are slow and in need of replacement, the department may be viewed as having little concern for its employees. At the same time, keeping officers equipped with well-functioning cruisers and upgrading or replacing equipment on a regular basis will result in the department more likely being viewed as being an attractive employer.

Retention Strategies

The overarching goal of any department's retention efforts should be to maximize factors pulling employees into an organization while limiting the factors pushing employees out of the department.

As agencies attempt to identify the reasons for employee attrition, they should also try to determine the reasons why others stay. By surveying and conducting 'stay' interviews with high performing veteran employees, the agency can likely determine factors that influence their decisions to remain in the agency. As part of this process, the goal is to determine factors that are pulling individuals into the agency as well as individual traits in persons who are more likely to stay and fit within the agency. The agency should identify what employees want and provide it.

Successful retention begins before the officer is selected. The selection process should be considered a two-part process. In the first stage, processes are designed to identify individuals who pass minimum qualifications. Standard selection devices to eliminate individuals who do not meet minimum established standards typically include: preliminary interviews, basic skills exams, physical ability tests, and background investigations. In the second phase, qualified personnel are evaluated to identify those candidates who fit with the agency.¹⁵ While most agencies perform very similar activities, every department has its own personality or organizational culture. Too often it is assumed the person who scores the highest on selection exams are the best persons for employment. This pursuit of a fair system limits the agency's ability to attract those persons who are more likely to stay with the agency.

Behaviorally Based Interviews – One of the best techniques to determine if an individual identifies with the agency is the use of behaviorally-based interviews. These interviews are based upon the premise that past performance is the best indicator of how an individual will perform. Interview questions focus on critical tasks or values within the agency. Individuals are asked to describe incidents they have been involved in and how they responded. For example, if the agency has a core value that all persons are treated with dignity and respect; an individual may be asked to “Describe a situation in which you had to interact with a person in a work-related situation who you felt was acting in an unreasonable manner. How did you respond to this person? What did you learn from that situation?”

Agencies should avoid the use of questions such as “Where do you want to be five years from now?” or questions that allow the individual to provide a rote or prepared response. The behaviorally based question requires the individual to explain how they've responded in the past and what he or she may have learned from the experience.

Realistic Job Previews – Too often departments trying to attract recruits focus all of their attention on the positive, sensational, or exciting aspects of law enforcement. To ensure a strong ‘employee-job fit’, departments should provide a realistic understanding of what it is like to work in the agency. Realistic job previews may be provided in several formats, online, through video, or in-person. This preview may be accomplished by a supervisor providing a candid description of what is required of new officers. Some departments require potential applicants to complete an established number of ride-alongs before a conditional offer of employment is provided. IACP's Discover Policing program offers a series of realistic job preview videos for use in recruitment. Regardless of the approach used, both the agency and the recruit should have an accurate perception of what will be required of the individual and what each will provide in return.

Compensation – To attract and retain good employees, departments must provide competitive salaries that match or exceed the market average. Compensation, however, means more than just salaries. Compensation packages include benefits other than salary including health insurance, retirement, leave, schedules, and equipment. As people mature, the priority of different benefits change. Because of this, compensation must be considered on a sliding scale. For example, officers who are under 35 years of age generally place greater emphasis on salary, while officers over 35 place increasing levels of emphasis on other benefits such as retirement.

Training – Today's employees view training as a highly regarded benefit and an issue of career development. Departments should bombard their officers with training opportunities. Quality training should be designed to ensure officers perform to established competency levels and build their confidence. A variety of techniques should be used including computer-based programs, roll-call training, classroom lectures and discussions, self-paced programs, practical exercises, webinars, micro training, and scenario-based exercises. Officers who receive increased levels of training feel valued and are more likely to stay.

Feedback – “Feedback is the breakfast of champions.”¹⁵ For feedback to be meaningful, it must be timely, specific, behavioral, and job-related. A basketball or football coach does not wait until the end of the year to correct a player’s performance. They pull the player to the sideline, explain what they need to improve, and keeps the guidance focused on the game. The same is true for the best police leaders. By immediately reinforcing good behavior and addressing poor performance before it becomes a problem, supervisors make sure their officers are working at peak performance, building their self-confidence, and anchoring them to the department.

Supervisor Development – With poor relationships between employees and their immediate supervisor being a leading cause for employee attrition, it is critical for leaders to make supervisor selection and development a priority. This training should be provided prior to their appointment to a supervisory position. Second a field training program, should partner high performing, seasoned supervisors with newly appointed supervisors to teach them how to apply their new skills. Third, comprehensive performance standards should be developed and required of all supervisors. Individuals who fail to meet the established standards should be given a reasonable period of time to correct their behavior or be replaced.

Recognition – Feeling valued is a basic human need and good behavior which is recognized is more likely to be repeated. Leaders must seek out opportunities to recognize good behavior through personal contact, regular meetings, passing information on to senior leadership, and informal gatherings. Supervisors frequently use letters of commendation, achievement, recognition, and thank you notes.

Morale or pride meetings provide opportunities for social interaction to improve communication and trust among officers. During these meetings, supervisors can announce officers who achieved advanced certifications, are being promoted in the career ladder, or performed well in various instances. These meetings also provide a good opportunity to highlight creative or innovative procedures to address a problem. The entire focus of these meetings is on the positive activities being completed by officers and the department.

Career Assessment and Counseling – In an effort to determine the specific training and work experiences officers need to improve their individual performance and anchor them to an agency, they should submit to a combination of assessment tools. There are a number of processes available for organizations to complete these assessments, including paper and pencil assessments, 360° evaluations, assessment centers, and mentoring programs. Using information gathered from these development programs and diagnostic exams, leaders should work with the individual to compose a personalized development plan. This plan may include work experiences, training, formal education, and the need to prepare them for short and long term career objectives. This plan should include benchmarks for evaluating progress along with responsibility assignments for the officer and the department.

Dual Career Ladders – Traditionally in law enforcement agencies, the only way to move up was to assume a supervisory position. Unfortunately in many smaller agencies these vacancies only become available when someone leaves. Law enforcement today is much more challenging and broader than ever before. Many persons who are great officers do not have the personal attributes to be, or interest in becoming a supervisor. This does not minimize their importance to the organization. At the same time, experienced officers note that there is no way for the public to differentiate a ten-year veteran from a one-year rookie. To address these concerns many departments are developing alternative career opportunities for officers as a reward for increased levels of training and experience. As persons reach established levels, they are provided with increased salaries along with increases in rank designation (i.e. private, private first class, or Officer I, Officer II, Intermediate Officer).

Enhanced Work Experiences – While training is important for developing staff, the more senses that an individual uses when learning a new skill, the more likely that skill is to be retained. One of the best ways to learn a new task or skill is by actually performing in the job. There are a variety of ways to provide expanded work, including job shadowing, job rotation, and cross training.

Committee/Task Forces – Appointing individuals to work on committees and task forces demonstrates that the department respects their opinions and abilities. This process also provides officers with a valuable opportunity to work with others, develop networking skills, and learn new techniques to perform their jobs. Task forces and committees may be internal to the agency, community-based, regional, or state-wide in focus, offering opportunities to broaden the officer's perspective.

Teaching – Officers who develop an interest or expertise in an area can share their knowledge by teaching classes to other officers. This instruction helps to solidify their knowledge base and establish them as recognized experts.

Environmental Strategies – Agencies with a strong employee retention program have an organizational environment with high standards of performance. Unsuitable personnel are removed and the work is intrinsically motivating.

One of the most effective measures for developing a strong retention environment is to hold employees accountable when they are not performing to reasonable standards. Officers know who the mediocre officers are who are not performing to standard. These persons should be given a reasonable opportunity to improve their performance. Those who can not or will not perform to established standards should be removed. Leaders are often amazed at how a few cynical officers can adversely impact an entire unit.

Finally, leaders must develop an environment that constantly reinforces how officers are serving a purpose greater than themselves. This sense of meaningfulness forges an inseparable bond among officers.

Provide a Team Environment – We refer to law enforcement agencies as departments, suggesting they are set apart from others. In reality the agency is a team with each unit providing special activities toward successful accomplishment of its mission. A team can only be as strong as its weakest member or unit. Team members care about each other, want everyone to be their best, and support them in their personal journey toward excellence. Officers spend more time with their co-workers than they do with their families and need to know that the people they work with care about them on a personal level. It is easy for leaders to get caught up in the day-to-day operations and not contact persons who may be experiencing personal hardships such as health problems or family emergencies. Scheduling time to visit or call individual officers guarantees it gets done and provides the officer with a sense of belonging and reassurance.

Departments may also build a caring environment by providing access to various services and classes such as health/wellness screenings, offering gym memberships, smoking cessation classes, stress management classes, and financial planning, to name a few.

Responding to Departing Officers

In the past, when an officer submitted their resignation, supervisors congratulated the individual on their new position and wished them well in all future endeavors. In some instances, the employees were told they could leave work and draw their accumulated leave during the final two weeks. This approach sends the message, both to the departing officer and others within the department that officers are not valued and can be easily replaced.

To curb the churn of attrition, organizational leaders should develop a process of responding to officers who may be considering other employment opportunities. To accomplish this, supervisors must identify employees who may be considering leaving. In some cases, the first indication an individual is leaving is when they submit a letter of resignation. In most instances, however, persons will send subtle clues they are considering other opportunities. As adults mature, they enter transitional phases in which they re-evaluate

their lives. During these times, individuals are more likely to make significant changes. These phases may be linked with the birth of a child, graduation of children from high school or college, divorce, or purchase of a new home.

Other possible signs an employee may be considering other employment opportunities include:

- Prolonged disappointment of being passed over for a transfer or promotion;
- A close friend went to another job and is perceived as having better opportunities;
- Individuals reviewing personnel/training records to update their resume; or
- Making inquiries of human resources about early retirement or transfers of benefits.

When a supervisor learns an officer is considering other employment opportunities, he or she should take time to meet privately with the officer. Depending on the relationship, the supervisor may feel comfortable asking the individual directly if he or she is considering alternative opportunities. The officer may mention they are considering another offer.

When responding to a departing employee, the supervisor should conduct an exit interview. Remember that changing jobs is an emotional time for the officer. Ask the individual to describe their new job. If the officer asks any questions, the supervisor should respond candidly and honestly.

When the opportunity is presented, the supervisor should inquire about potential challenges the officer perceives they may experience with the new position. Also the supervisor should ask about the factors that caused the officer to look for alternatives or that may have lured him or her away.

If the supervisor is aware of problems within the other agency, it would be appropriate to suggest that every department has many of the same problems, just in varying degrees. The supervisor may comment on opportunities that they currently have that are not available in other departments, such as career development, training, salary, equipment, and good relationships with fellow officers.

If the individual chooses to leave the agency, remind them that they will always be a part of the agency and offer to help in any way possible in the future. Remind them that they will always have a home in the department and will be missed by fellow officers. After the individual has been gone for about three to six weeks, the supervisor or another officer who had a close relationship with the officer should give them a call. It is an important gesture to check and see how things are going; indicate that the officer is still considered a valued employee who would be welcomed back into the department, and that they should not hesitate to reconsider their decision to leave.¹⁶

Summary

Never before has the recruitment and retention of police personnel been as critical or as challenging for police organizations as it is today. To address these challenges successfully, law enforcement leaders must examine the process in an entirely different manner. This process will require a constant review of the labor market, compensation systems, leadership, recruiting techniques, supervision of recruiters, employer brands, leadership and operational management systems, and retention systems. Quite simply – when recruiting and retaining personnel, every detail is important and deserves attention.

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About the Author

W. Dwayne Orrick has more than 34 years law enforcement experience including 22 years as a police chief and public safety director. He holds a Bachelors of Arts in Criminal Justice and Masters of Public Administration from the University of Georgia. Orrick is a graduate of the 186th Session of the FBI National Academy. He also authored Recruitment, Retention, and Turnover of Police Personnel; Reliable, Practical and Effective Solutions, Charles C. Thomas Publishers, Ltd. (2008).

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

Unknown year, Black Dodge Caravan (OH) HYV-1648

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.: _____-21

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 damaged, and at least three model years old:

A. Year N/A, Black, Dodge, Caravan SXT, HYV-1648 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 #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:

2387 Lincoln Ave., Cincinnati, OH 45239

Unknown year, Gold Toyota Avalon, (OH) JHJ-9957
1990, unknown color, Ford E350, (OH) PDK-5870

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.: _____-21

RESOLUTION DECLARING VEHICLE LOCATED AT 2387 Lincoln Ave., Cincinnati, OH 45239 – Parcel ID 510-0031-0532-00
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 **2387 Lincoln Ave., Cincinnati, OH 45239 – Parcel ID 510-0031-0532-00**
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 **2387 Lincoln Ave., Cincinnati, OH 45239 – Parcel ID 510-0031-0532-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **Year N/A, Gold, Toyota, Avalon, JHJ-9957 OH**
 - B. **1990, Ford, E350, PDK-5870 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 #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:

2805 Wheatfield Dr., Cincinnati, OH 45251

Unknown year, Silver Chevrolet Cavalier, (OH) HKC-2474

Unknown year, Dark Teal Chevrolet Cruze, (OH) N759513

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.: _____-21

RESOLUTION DECLARING VEHICLE LOCATED AT 2805 Wheatfield Dr., Cincinnati, OH 45251 – Parcel ID 510-0041-0339-00
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 **2805 Wheatfield Dr., Cincinnati, OH 45251 – Parcel ID 510-0041-0339-00**
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 **2805 Wheatfield Dr., Cincinnati, OH 45251 – Parcel ID 510-0041-0339-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **Year N/A, Silver, Chevrolet, Cavalier, HKC-2474 OH**
 - B. **Year N/A, Dark Teal, Chevrolet, Cruze, N759513 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 #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 Springdale Rd. Cincinnati, OH 45251

1998 Red Dodge Ram, no plates

Unknown year, Dark Teal, Chevrolet 3500, 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.: _____-21

RESOLUTION DECLARING VEHICLE LOCATED AT 3475 Springdale Rd., Cincinnati, OH 45251 – Parcel ID 510-0112-0027-00
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 Springdale Rd., Cincinnati, OH 45251 – Parcel ID 510-0112-0027-00**
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 Springdale Rd., Cincinnati, OH 45251 – Parcel ID 510-0112-0027-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **1998, Red, Dodge, Ram, Plates N/A**
 - B. **Year N/A, Dark Teal, Chevy, 3500 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:

3669 Poole Rd., Cincinnati, OH 45251
Unknown year, White Ford Interceptor, (OH) SVX-7071

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.: _____-21

**RESOLUTION DECLARING VEHICLE LOCATED AT 3669 Poole Rd., Cincinnati, OH
45251 – Parcel ID 510-0092-0037-00
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 **3669 Poole Rd., Cincinnati, OH 45251 – Parcel ID 510-0092-0037-00**
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 **3669 Poole Rd., Cincinnati, OH 45251 – Parcel ID 510-0092-0037-00** to be inoperable, extensively damaged, and at least three model years old:

A. White, Ford, Interceptor, SVX-7071 OHIO

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:

8927 Cheviot Rd., Cincinnati, OH 45251

2004, Gray Toyota Rav 4, (OH) GDA-1266

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.: _____-21

RESOLUTION DECLARING VEHICLE LOCATED AT 8927 Cheviot Rd., Cincinnati, OH 45251 – Parcel ID 510-0092-0054-00
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 **8927 Cheviot Rd., Cincinnati, OH 45251 – Parcel ID 510-0092-0054-00**
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 **8927 Cheviot Rd., Cincinnati, OH 45251 – Parcel ID 510-0092-0054-00** to be inoperable, extensively damages, and at least three model years old:

A. 2004, Grey, Toyota, Rav 4, GDA-1266 OHIO

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 #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:

2848 Brampton	510-0041-0438-00
2909 Greenbrook	510-0024-0216-00
3135 Niagara	510-0052-0394-00

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 14th day of June 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>
2848 Brampton	510-0041-0438-00
2909 Greenbrook	510-0024-0216-00
3135 Niagara	510-0052-0394-00

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 14th day of June 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 14th day of June 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

Strategic Plan Goal: Strategic Goal #2: Engage the New Economy with Green Initiatives
Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes

Motion Authorizing Township Administrator to Execute Contract with Current for \$99,000 for Rooftop Solar System

Recommend ADOPTION of the Motion.

Rationale:

The Township issued a Request for Proposals for Rooftop Solar in the amount of \$99,999 for 4300 Springdale Road. All respondents were required to provide two kWh generation quotes for a price of \$99,999: 1 with battery backup and 1 without battery backup. Below is a list of the kWh generation quotes received:

- Current: 30,500 kWh/year: \$99,000

Staff analyzed the existing electric spend at 4300 Springdale Road against the potential electric generation. This lowest and best bid was from Current for 30,500 kWh per year. This would represent 29% of the total electric used at the Community Center and results in a reduction of \$8,000 per year. The return on investment for this product is estimated at 12 years, absent any inflation in electric rates. Given the 25 year warranty, this will result in a total savings of 13 years of electric which amounts to \$104,000 dollars.

No vendors quoted to provide battery storage.



9107 COLETOWN-LIGHTSVILLE RD.
UNION CITY, OH 45390

ESTIMATE

1273

DATE

5/23/2022

-- CLIENT --

Colerain Township
4200 Springdale Road
Cincinnati, OH 45251

Estimating + Site: 937|239-3895

Accounting: 937|423-2797

www.runcurrent.com

SITE

4300 Springdale Road

TERMS

40% / 30% / 30%

PROPOSED SYSTEM DETAILS:

TOTAL

Turnkey design, construction, interconnection, and commissioning of rooftop solar photovoltaic energy production system:

99,000.00

- (60) 440-Watt Solar Photovoltaic Modules (brand subject to availability at time of purchase)
- (1) 33kW SMA Sunny Tripower Core 1 Inverter
- Snap-n-Rack Roof Mount Rail System
- Balance of System Components -> Conduit, Wire, etc.

Additional Notes:

- Estimated annual production: 30,500 kilowatt hours
- 40% due at contract signing / 30% due when materials are staged on site / 30% due at project completion

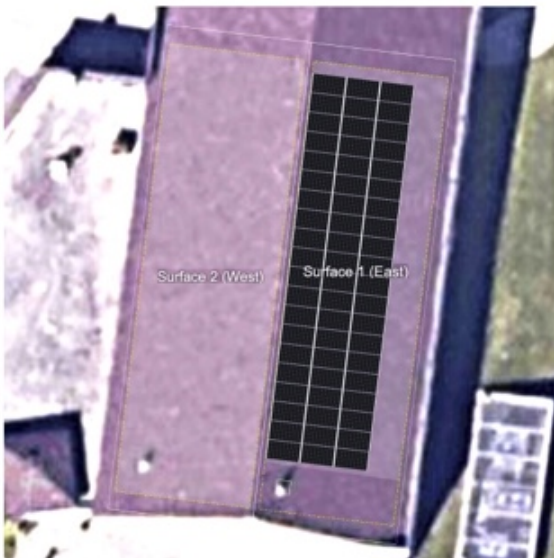


Image: Colerain Township Community Center roof with proposed solar photovoltaic array

SIGNATURE:

TOTAL

\$99,000.00

Colerain Township
Geoff Milz
4300 Springdale Road
45251 Cincinnati
United States

Current
9107 Coletown Lightsville Road
Union City, Ohio 45390

Tel.: 937 239 3895
E-Mail: sam@runcurrent.com
Internet: <https://www.runcurrent.com>

Project: Colerain Rooftop Solar PV
Project number: ---

Location: United States / Cincinnati

Grid voltage: 480V (277V / 480V)

System overview

60 x Aptos Solar Technology Copy of DNA-144-BF23-400W (UL) (Building 1: Surface 1 (East))

Azimuth angle: -83 °, Tilt angle: 28 °, Mounting type: Roof, Peak power: 26.40 kWp
60 x JMS-F



1 x SMA STP 33-US-41

PV design data

Total number of PV modules:	60	Energy usability factor:	100 %
Peak power:	26.40 kWp	Performance ratio*:	85.8 %
Number of PV inverters:	1	Spec. energy yield*:	1196 kWh/kWp
Nominal AC power of the PV inverters:	33.30 kW	Line losses (in % of PV energy):	---
AC active power:	33.30 kW	Unbalanced load:	0.00 VA
Active power ratio:	126.1 %	CO ₂ reduction after 20 years:	212 t
Annual energy yield*:	31,571 kWh		

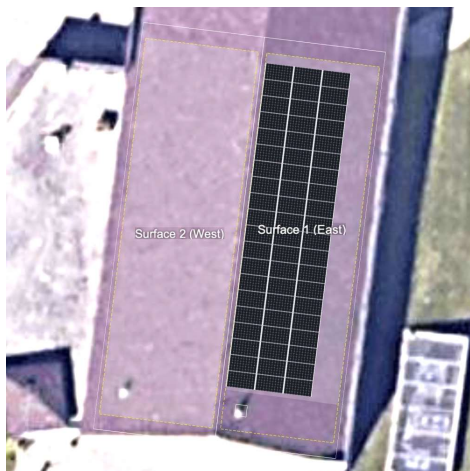
Signature

*Important: The yield values displayed are estimates. They are determined mathematically. SMA Solar Technology AG accepts no responsibility for the real yield value which can deviate from the yield values displayed here. Reasons for deviations are various external conditions, such as soiling of the PV modules or fluctuations in the efficiency of the PV modules.

Your energy system at a glance



Project: Colerain Rooftop Solar PV



Current
9107 Coletown Lightsville Road
Union City, Ohio 45390



Tel.: 937 239 3895
E-Mail: sam@runcurrent.com
Internet: <https://www.runcurrent.com>

Project number: ---
Location: United States / Cincinnati
Date: 5/24/2022

Created with Sunny Design 5.22.5.R © SMA Solar Technology AG 2022

Energy system

PV system

PV inverter
1 x SMA STP 33-US-41

PV arrays
**60 x Aptos Solar Technology Copy of
DNA-144-BF23-400W**

Additional components

Energy management
1 x SMA Data Manager M

**1 x SUNNY PORTAL powered by
ennexOS**

System size

PV system
26.40 kWp

Benefits



0.231 USD

Electricity production cost
over 20 year(s)



6.90 %

Annual return (IRR)



11.5 a

Expected amortization
period



212 t

CO₂ reduction after 20
years

Feed-in tariff after 20 year(s)

0 USD

*Important: The yield values displayed are estimates. They are determined mathematically. SMA Solar Technology AG accepts no responsibility for the real yield value which can deviate from the yield values displayed here. Reasons for deviations are various external conditions, such as soiling of the PV modules or fluctuations in the efficiency of the PV modules.

Inverter designs

Project: Colerain Rooftop Solar PV

Project number:

Location: United States / Cincinnati

Ambient temperature:

Annual extreme low temperature: -19 °C

Average high Temperature: 25 °C

Annual extreme high temperature: 35 °C

Subproject Subproject 1

1 x SMA STP 33-US-41 (PV system section 1)

Peak power:	26.40 kWp
Total number of PV modules:	60
Number of PV inverters:	1
Max. DC power (cos φ = 1):	34.16 kW
Max. AC active power (cos φ = 1):	33.30 kW
Grid voltage:	480V (277V / 480V)
Nominal power ratio:	129 %
Dimensioning factor:	79.3 %
Displacement power factor cos φ :	1
Full load hours:	948.1 h



SMA STP 33-US-41

PV design data

Input A: Building 1: Surface 1 (East)

12 x Aptos Solar Technology Copy of DNA-144-BF23-400W (UL), Azimuth angle: -83 °, Tilt angle: 28 °, Mounting type: Roof

Input B: Building 1: Surface 1 (East)

12 x Aptos Solar Technology Copy of DNA-144-BF23-400W (UL), Azimuth angle: -83 °, Tilt angle: 28 °, Mounting type: Roof

Input C: Building 1: Surface 1 (East)

12 x Aptos Solar Technology Copy of DNA-144-BF23-400W (UL), Azimuth angle: -83 °, Tilt angle: 28 °, Mounting type: Roof

Input D: Building 1: Surface 1 (East)

12 x Aptos Solar Technology Copy of DNA-144-BF23-400W (UL), Azimuth angle: -83 °, Tilt angle: 28 °, Mounting type: Roof

Input E: Building 1: Surface 1 (East)

12 x Aptos Solar Technology Copy of DNA-144-BF23-400W (UL), Azimuth angle: -83 °, Tilt angle: 28 °, Mounting type: Roof

	Input A:	Input B:	Input C:
Number of strings:	1	1	1
PV modules:	12	12	12
Peak power (input):	5.28 kWp	5.28 kWp	5.28 kWp
Inverter min. DC voltage (Grid voltage 277 V):	150 V	150 V	150 V
PV typical voltage:	✓ 448 V	✓ 448 V	✓ 448 V
Min. PV voltage:	419 V	419 V	419 V
Max. DC voltage (Inverter):	1000 V	1000 V	1000 V
Max. PV voltage (Voc @Tmin):	✓ 680 V	✓ 680 V	✓ 680 V
Inverter max. operating input current per MPPT:	20 A	20 A	20 A
Max. MPP current of PV array:	✓ 10.7 A	✓ 10.7 A	✓ 10.7 A
Inverter max. input short-circuit current per MPPT:	30 A	30 A	30 A
PV max. circuit current (Isc × 1,25)	✓ 14.2 A	✓ 14.2 A	✓ 14.2 A
System with more 100 kWp			
Max. PV voltage (NEC690.7(A)(3) ¹):	✓ 671 V	✓ 671 V	✓ 671 V
PV max. circuit current (NEC 690.8(A)(1)(2) ¹)	✓ 11.8 A	✓ 11.8 A	✓ 11.8 A

	Input D:	Input E:	Input F:
Number of strings:	1	1	
PV modules:	12	12	
Peak power (input):	5.28 kWp	5.28 kWp	---
Inverter min. DC voltage (Grid voltage 277 V):	150 V	150 V	150 V
PV typical voltage:	✓ 448 V	✓ 448 V	---
Min. PV voltage:	419 V	419 V	---
Max. DC voltage (Inverter):	1000 V	1000 V	1000 V
Max. PV voltage (Voc @Tmin):	✓ 680 V	✓ 680 V	---
Inverter max. operating input current per MPPT:	20 A	20 A	20 A
Max. MPP current of PV array:	✓ 10.7 A	✓ 10.7 A	---
Inverter max. input short-circuit current per MPPT:	30 A	30 A	30 A
PV max. circuit current (Isc × 1,25)	✓ 14.2 A	✓ 14.2 A	---
System with more 100 kWp			
Max. PV voltage (NEC690.7(A)(3) ¹):	✓ 671 V	✓ 671 V	---
PV max. circuit current (NEC 690.8(A)(1)(2) ¹):	✓ 11.8 A	✓ 11.8 A	---

PV/Inverter compatible

You get this inverter including SMA ShadeFix. SMA ShadeFix is a patented inverter software that automatically optimizes the yield of PV systems in any situation. Even under shading conditions.

¹ As per NEC 690.7(A)(3) and 690.8(A)(1)(2) for PV systems with generating capacity of 100 kWAC or greater, resulting from the simulated local irradiance on the PV array accounting for elevation and orientation calculated based on an industry standard method.

Information

Project: Colerain Rooftop Solar PV

Location: United States / Cincinnati

Project number:



Colerain Rooftop Solar PV



For rapid shutdown compliance (NEC 690.12), all PV modules must be equipped with TS4-S or higher.



Subproject 1



Building 1: Surface 1 (East)



Information: Check connector compatibility.



1 x SMA STP 33-US-41 (PV system section 1)



You get this inverter including SMA ShadeFix. SMA ShadeFix is a patented inverter software that automatically optimizes the yield of PV systems in any situation. Even under shading conditions.

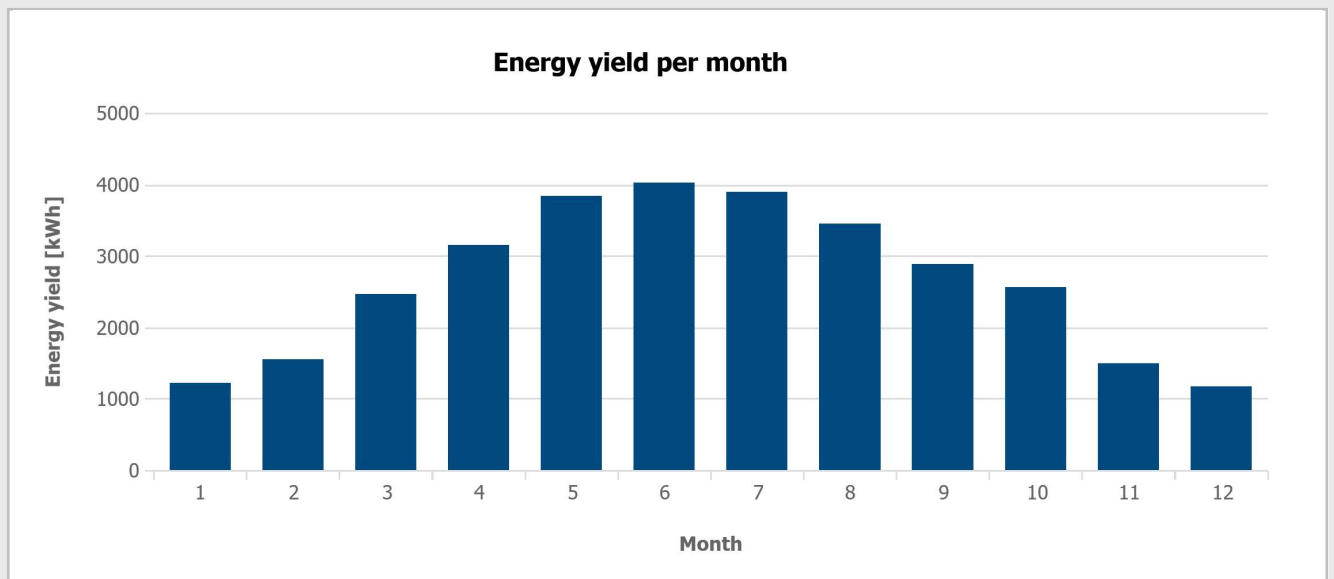
Monthly values

Project: Colerain Rooftop Solar PV

Location: United States / Cincinnati

Project number:

Diagram



Table

Month	Energy yield [kWh]	Performance ratio
1	1215 (3.8 %)	87 %
2	1540 (4.9 %)	88 %
3	2455 (7.8 %)	88 %
4	3136 (9.9 %)	87 %
5	3824 (12.1 %)	86 %
6	4008 (12.7 %)	85 %
7	3882 (12.3 %)	84 %
8	3434 (10.9 %)	84 %
9	2877 (9.1 %)	85 %
10	2552 (8.1 %)	87 %
11	1488 (4.7 %)	86 %
12	1161 (3.7 %)	87 %

Profitability analysis

Project: Colerain Rooftop Solar PV

Project number:

Details	
Electricity costs saved in the first year	8,840 USD
Total savings after 20 year(s)	98,632 USD
Electricity costs saved after 20 year(s)	237,534 USD
Feed-in tariff after 20 year(s)	0 USD
Expected amortization period	11.5 a
Electricity production cost over 20 year(s)	0.231 USD/kWh
Annual return (IRR)	6.90 %
Total investment	99,000.00 USD

Annual electricity costs

Without PV system in the first year

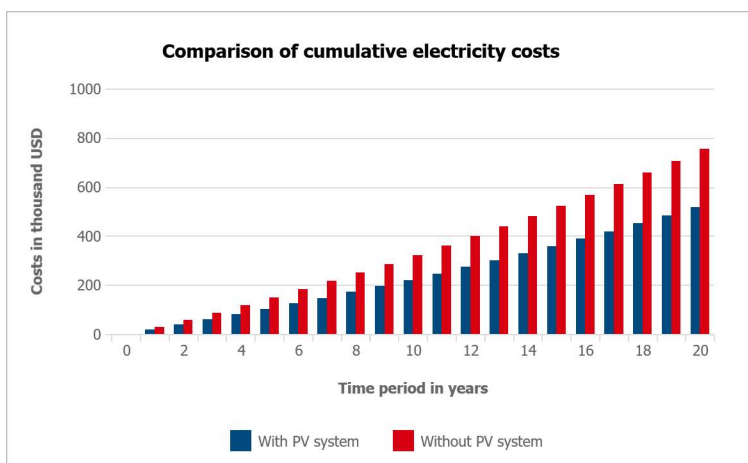
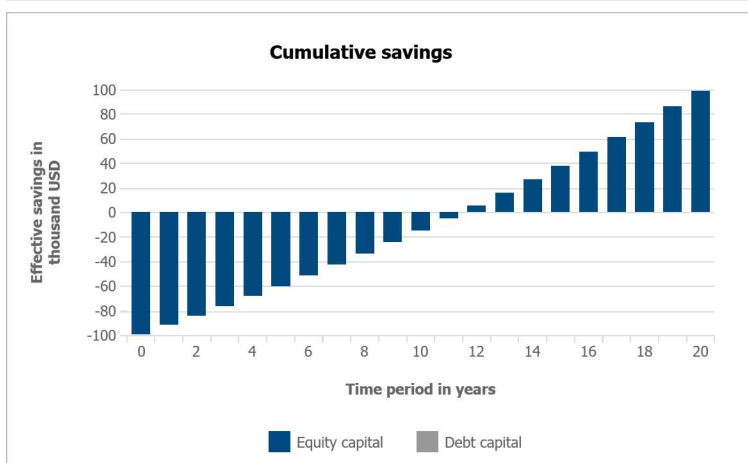
28,000 USD

Without PV system in 20 year(s)

49,098 USD

With PV system in the first year

19,160 USD



Profitability analysis

Project: Colerain Rooftop Solar PV

Project number:

Financing

The currency is **USD**

The equity ratio is **100 %**

The debt ratio is **0 %**

The grant amount is **0.00 USD**

The inflation rate is **3.00 %**

The analysis period of profitability is **20 Years**

Electricity purchase costs and feed-in tariff

The electricity purchase price is **0.28000 USD/kWh**

The basic price is **0.00 USD/Month.**

Special tariffs are not taken into account

The annual rate of electricity price increase is **3.0 %**

The feed-in tariff is **0.10000 USD/kWh**

The duration of the feed-in tariff is **20 Years**

Deduction or feed-in tariff in case of self-consumption is **0.00000 USD/kWh**

The selling price on expiration of the remuneration period is **0.05000 USD/kWh.**

Cost estimate (non binding)

Project: Colerain Rooftop Solar PV

Location: United States / Cincinnati

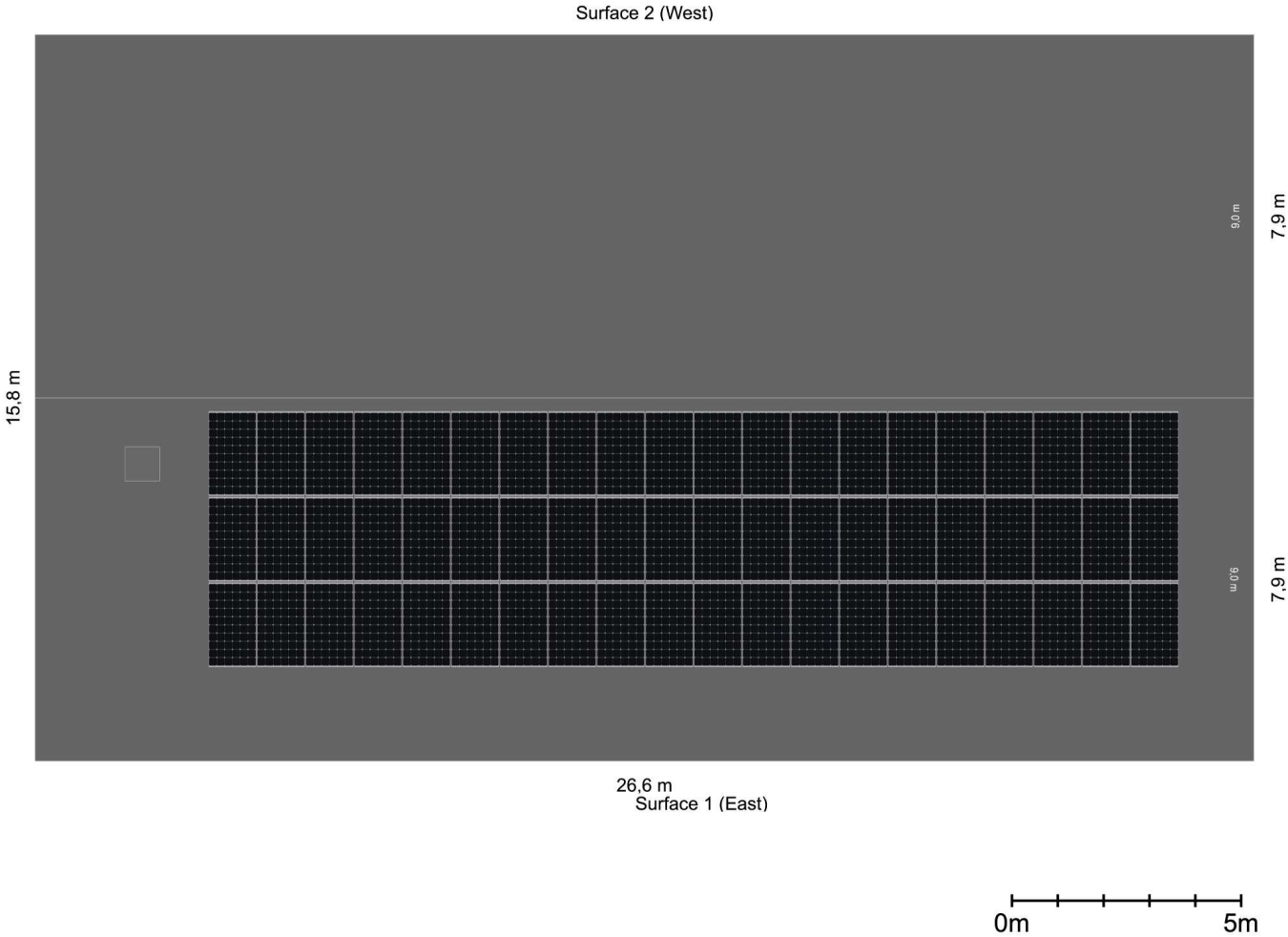
Project number:

Project costs		
PV system	3,750.00 USD/kWp x 26.40 kWp	99,000.00 USD
Other costs		---
Total investment		99,000.00 USD
Fixed cost		
Annual fixed costs (as percentage of capital expenditure)	1.50 % of investment costs	1,485.00 USD

Roof plan - Subproject 1 - Building 1

Project: Colerain Rooftop Solar PV
Project number:

Location: United States / Cincinnati



Residential | Commercial

Designed & Engineered in Silicon Valley

440W | 445W | 450W

Our DNA™ Split Cell Series impressively combines advanced solar technologies to maximize performance. Our patented Dual Nano Absorber (DNA™) Technology allows the panel to operate at high-efficiencies in extreme temperatures. Contact our sales team today to learn more about our line of high-efficiency solar panels.



Patented DNA™ technology boosts power performance & module efficiency



Advanced split cell technology with 9 ultra-thin busbars allows for less resistance and more photon capture



Ideal solution for applications affected by shading



All-black design for pristine aesthetics. No excessive silver bussing or ribbons



Robust product design is resilient in extreme weather. Up to 5400 Pa snow load and 6200 Pa wind load



30 Year
Warranty

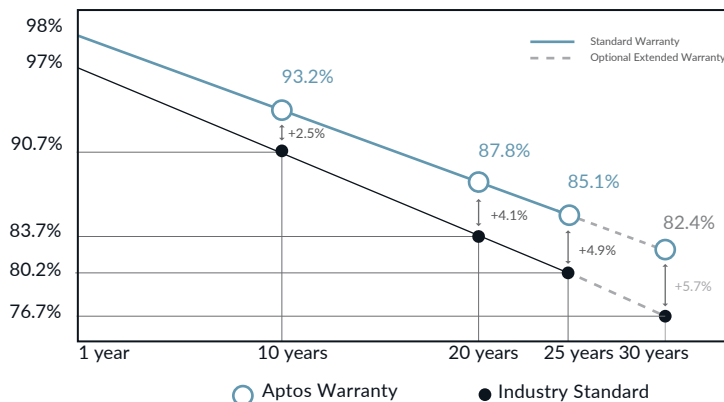
3X IEC
Standards

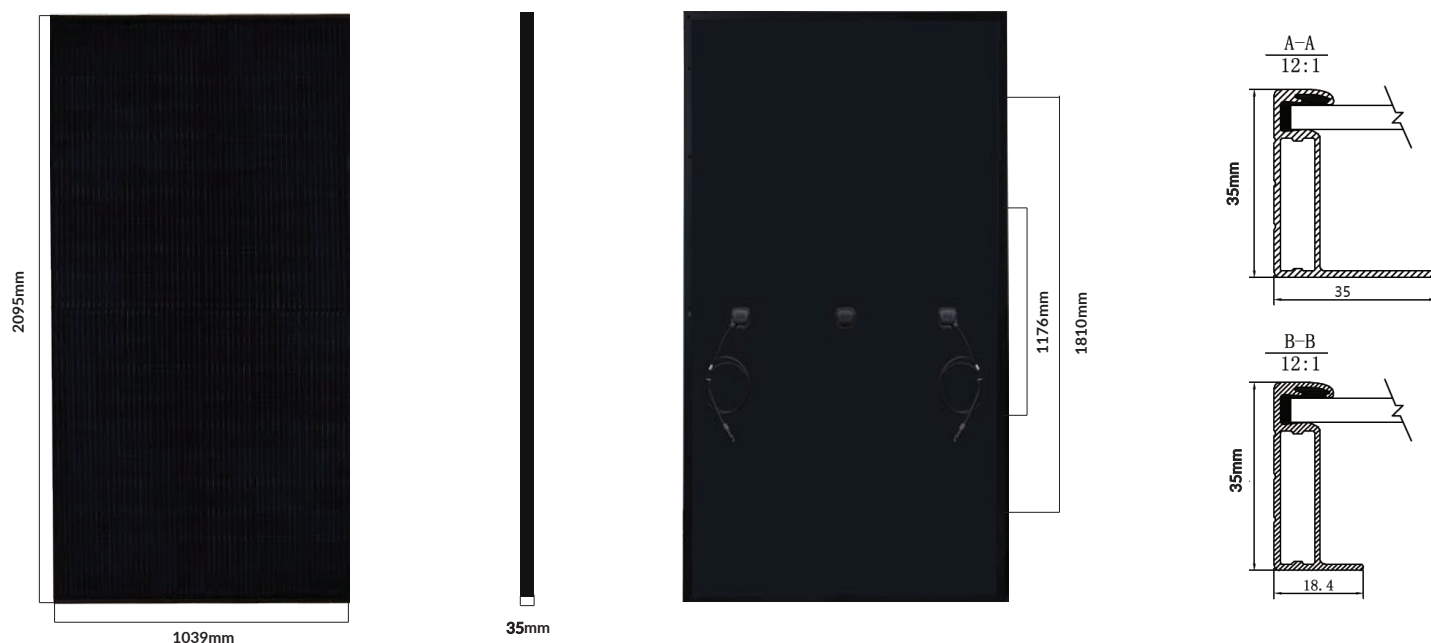
RETC Top
Performer



3140 De La Cruz Blvd., Ste 200
Santa Clara, CA 95054
www.aptossolar.com
info@aptossolar.com

Linear Performance Warranty





Electrical Specifications

	DNA-144-MF26-440W	DNA-144-MF26-445W	DNA-144-MF26-450W
STCrated Output P_{mpp} (W)	440W	445W	450W
Module Efficiency	20.21%	20.43%	20.66%
Open Circuit Voltage V_{OC} (V)	49.9	50.1	50.3
Short Circuit Current I_{SC} (A)	11.33	11.40	11.47
Rated Voltage V_{mmp} (V)	41.0	41.2	41.4
Rated Voltage I_{mmp} (A)	10.74	10.81	10.88

Standard Test Conditions for front-face of panel: 1000 W/m², 25°C, measurement uncertainty ≤3%

Temperature Coefficients

Temperature Coefficients P_{mmp}	-0.38%
Temperature Coefficients I_{SC}	+0.05%/°C
Temperature Coefficients V_{OC}	-0.29%/°C
Normal Operating Cell Temperature (NOCT)	44°C

Test Operating Conditions

Maximum Series Fuse	20A
Maximum System Voltage	1,000 VDC (UL&IEC)
Maximum Load Capacity (Tested to UL 1703)	5400 Pa Snow Load/ 6200 Pa Wind Load
Fire Performance Class	Class C/Type 1

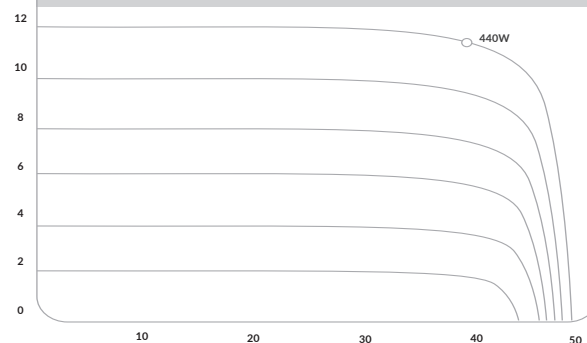
Packaging Configuration

Number of Modules per Pallet	30
Number of Pallets per 40ft. Container	22
Pallet Dimensions	2110 X 1120 X 2365
Pallet Weight (kg)	680
Container Weight (kg)	14960

Mechanical Properties

Cell Type	Monocrystalline
Glass	3.2mm, anti-reflection coating, high transmission, low iron, tempered glass
Frame	Anodized Aluminum Alloy
Junction Box	IP68
Dimensions	2095 X 1039 X 35mm
Output Cable	4mm ² (EU)12AWG,39.37in.(1200mm)
Weight	53.13lbs.(24.1kg)
Cable Length	1200mm
Encapsulant	POE

I-V Curve



Certifications



UL61730-1,
UL61730-2



PV SOLAR MODULE STANDARD LIMITED WARRANTY

APTOS SOLAR TECHNOLOGY LLC



Under this Limited Warranty (this “**Limited Warranty**”), Aptos Solar Technology LLC (“**Aptos**”) grants (A) the Limited Product Warranty (as defined below); and (B) the Limited Peak Power Warranty (as defined below), to the original end user purchaser (the “**Customer**”), with respect to its photovoltaic module product (the “**Modules**”) during the Product Warranty Period and the Peak Power Warranty Period, respectively, subject to the terms, conditions, exclusions, and limitations set forth below. The Limited Product Warranty and the Limited Peak Power Warranty are collectively referred to as this Limited Warranty. The Product Warranty Period and the Peak Power Warranty Period are collectively referred to as the “**Warranty Period**”.

1. Limited Product Warranty – Repair or Replacement Remedy

Subject to the terms, conditions, exclusions, and limitations set forth herein, Aptos represents and warrants (i) that it is authorized to sell the Modules, (ii) all the Modules will be of genuine and authentic manufacture, of good material and workmanship, free from errors and defects in workmanship, materials, design and manufacture, and merchantable under normal application, installation use and service conditions as specified in the Installation and User Manual (the “**Installation and User Manual**”) provided by Aptos upon delivery of the Module to the Customer, (iii) the Modules are free from any and all liens, claims or encumbrances, including, without limitation, any condition, circumstance or status which constitutes, or would constitute upon the use of the Modules, an infringement, violation or misappropriation of intellectual property, and (iv) the Modules are new and unused. If Aptos reasonably determines the Modules fail to conform to this Limited Warranty during the first fifteen (15) years from the earlier of (a) the date on which the Module is installed; or (b) 60th day from delivery of the Module (the “**Product Warranty Period**”), Aptos shall, at Aptos’ option, either repair or replace the Modules or refund the purchase price paid for the Modules. Subject to the terms, conditions, exclusions, and limitations set forth herein, the repair or replacement remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the period set forth herein. The repair, replacement or the provision of extra Module does not mean that the Product Warranty Period is renewed, and the original Product Warranty Period shall not extend.

This “Limited Product Warranty” does not warrant a specific power output, which shall be exclusively covered under clause 2 below (the “**Limited Peak Power Warranty**”).

2. Limited Peak Power Warranty – Limited Remedy

Aptos warrants that if a Module exhibits a power output less than the percentage applicable to such of the nominal power output for such Module as specified on its original product label (the “**Output Threshold**”), as set forth in the Output Degradation Schedule below, and if such decrease in power below the applicable Output Threshold is due to operation under normal application, use and service conditions

PV SOLAR MODULE STANDARD LIMITED WARRANTY

APTOS SOLAR TECHNOLOGY LLC



as specified in the Installation and User Manual, Aptos shall remedy such failure to meet the applicable Output Threshold by, at its option, either (a) replacing or repairing the defective Modules at no charge to the Customer for replacement modules or parts within commercially reasonable time, or (b) providing the Customer with additional Module(s) to make up for such failure to meet the applicable Output Threshold so that the power output equals or exceeds the applicable Output Threshold. The 25-year period of this Limited Peak Power Warranty starts from the earlier of (a) the date on which the Module is installed; or (b) 60th day from delivery of the Module (the “**Peak Power Warranty Period**”). The repair, replacement or the provision of extra Module does not mean that the Peak Power Warranty Period is renewed, and the original Peak Power Warranty Period shall not extend.

Nominal power output (inclusive of additional power output from the bottom side of the Module when actually installed) will be measured under Standard Test Conditions (“STC”). “STC” are as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000W per m² and (c) a module temperature of 25 degrees centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 61215 as tested at the connectors or junction box terminals, as applicable, per calibration and testing standards of Aptos valid at the date of manufacture of the Modules. The Output Thresholds will be defined by the Output Degradation Schedule below.

The Output Degradation Schedule: the annual attenuation is 2% within the 1st year from the warranty effective date and is 0.54% from the 2nd year to the 25th year within the Peak Power Warranty Period. The output power can reach 85.1% in the last year of the 25-year Peak Power Warranty Period.

3. Exclusions and Limitations

- 3.1 In any event, all warranty claims must be received by Aptos within the (respective) Warranty Period for this Limited Warranty to be effective.
- 3.2 The “Limited Product Warranty” and the “Limited Peak Power Warranty” do not apply to any defects in Modules to the extent Aptos can reasonably demonstrate that the defects arose from the following:
 - Misuse, abuse, neglect or accident in storage or transportation, or handling, installation, application, alteration, use or service of the Modules not in accordance with the Installation and User Manual;
 - Removal of the Modules and reinstallation at a new site;
 - Installation of the Modules on mobile platforms (other than single- or dual-axis trackers) or in a marine environment; direct contact with corrosive agents or saltwater; pest damage; or

PV SOLAR MODULE STANDARD LIMITED WARRANTY
APTOS SOLAR TECHNOLOGY LLC



malfunctioning system components (other than the Modules) and other operating conditions, which are not expressly allowed in the Installation and User Manual;

- Repair or modification of the Modules by someone other than an approved service technician of Aptos;
- Electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, mold discoloration, or other events that could not reasonably be known or understood at the time the Customer purchased the Modules;
- Faulty wiring work, faulty installation work or faulty handling during such work;
- Power failure, power surge, lightning, flood, accidental damage or force majeure; and
- Operation under ambient conditions or using methods deviating from the Installation and User Manual.

In addition, the Limited Warranty does not cover cosmetic blemishes associated with installation, or the normal wear and tear of the Modules.

3.3 Both “Limited Product Warranty” and “Limited Peak Power Warranty” do not cover any costs associated with installation, removal or re-installation of the Modules.

3.4 Warranty claims will not be honored if the type or serial number of the Modules have been altered, removed or made illegible.

3.5 The following damages are excluded from this Limited Warranty:

- Micro-cracks which may develop in the cell of the Module as a result of incorrect transportation, installation and operation;
- Different coloring and shading;
- Any deterioration in appearance of the Modules (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Modules which occur after delivery to Customer.

3.6 A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

**PV SOLAR MODULE STANDARD LIMITED WARRANTY
APTOS SOLAR TECHNOLOGY LLC**



4. Limitation of Warranty Scope

This Limited Warranty set forth herein is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application, and all other obligations or liabilities on the part of Aptos. Under no circumstances shall Aptos be liable for indirect, incidental, consequential or special damages, unless said damages arise directly from sole the acts, omissions or gross negligence of Aptos. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded. In no event shall Aptos' aggregate liability arising out of or related to the sale of the Modules, whether arising out of or related to breach of contract, tort (including negligence) or otherwise (including but not limited to all costs, expenses, and fees) exceed the total of the amounts paid to Aptos for the Modules sold hereunder.

Aptos shall have the right to provide a different type or model of the Modules if Aptos is unable to replace the same type or model of the Modules.

5. Obtaining Warranty Performance

If the Customer has a justified claim covered by this Limited Warranty, the Customer shall promptly upon becoming aware of such claim, process such claim in accordance with the following procedures:

- 5.1 The Customer shall first contact the seller from which the Customer purchased the Module.
- 5.2 In the event that the original seller is no longer in existence or cannot be reached, or if the Module was purchased originally from Aptos, the Customer shall notify Aptos by a certified, registered mail or nationally recognized carrier (e.g., FedEx, UPS or DHL) to the address below, specifying each claim including evidence of claims and the serial number of the Module, with receipt of purchase, pictures of the affected Module and power output data (if applicable).

Aptos Solar Technology LLC
Attn: Customer Warranty Services
3140 De La Cruz Blvd., Suite 200
Santa Clara, CA 95054
Email: info@aptossolar.com

- 5.3 Aptos will not accept the return of allegedly non-conforming Module unless prior written authorization has been provided by Aptos.
- 5.4 In the event a warranty claim is rejected by Aptos, the Customer is entitled to challenge the results by appealing to an accredited, first class testing laboratory that is approved by both parties.

PV SOLAR MODULE STANDARD LIMITED WARRANTY
APTOS SOLAR TECHNOLOGY LLC



5.5 Any claim for breach of this Limited Warranty must be brought within sixty (60) days after discovery of the non-conformance.

6. Severability of Clauses

If any part of clause of this Limited Warranty is considered invalid or ineffective or not executable, or this part or clause to some people or some conditions is deemed invalid or ineffective or not executable, this situation shall not affect effectiveness of other parts or clauses of this Limited Warranty. In such case, the other parts or clauses of this Limited Warranty or the applicability of this Limited Warranty are considered independently effective.

7. Force Majeure

If Aptos' performance under this Limited Warranty is rendered impossible or delayed by, in the event of or due to earthquake, fire, flood, act of God, epidemics, terrorist acts or the public enemy, invasion, hostilities, strikes, lockouts and other similar labor actions, wars, riot, delay in transportation, shortage of materials, perils of the sea, government regulation or actions, embargo, or any other extraordinary and non-foreseeable cause where the failure to perform or delay is beyond the reasonable control of Aptos, Aptos failure shall be excused.

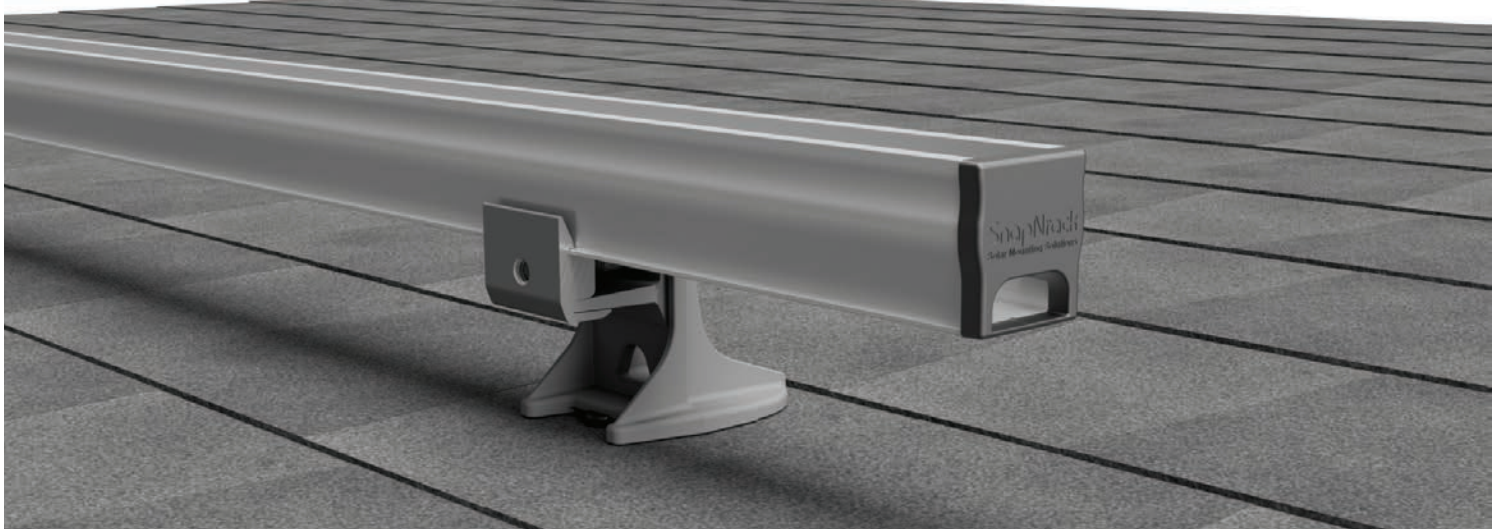
8. Transferability

This Limited Warranty will cover the Customer and can be transferred to any successive owners if the Module's installation is unchanged and the inheritance or transferring relations can be sufficiently proved.

9. Dispute Resolutions

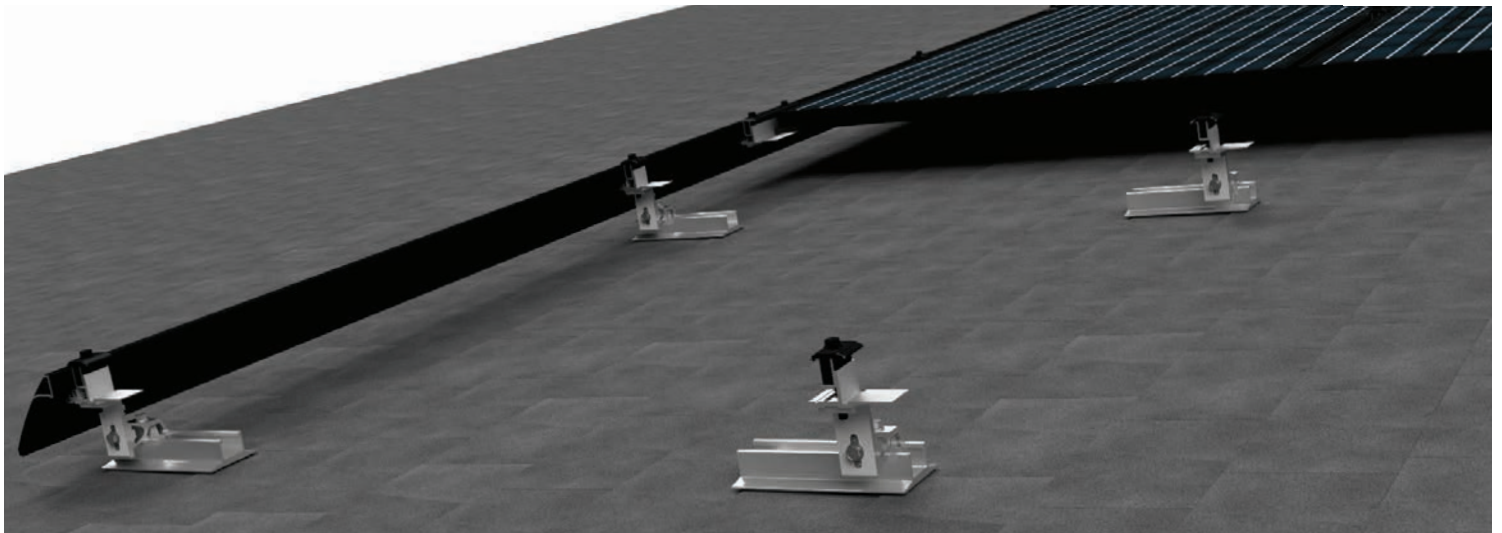
This Limited Warranty will be governed by and interpreted and enforced in accordance with the laws of the State of California and the federal laws of the United States of America applicable therein without regard to applicable conflict of laws principles. The Customer agrees that any suit, action or other legal proceeding by or against Aptos with respect to or arising out of this Limited Warranty shall be brought exclusively in the Superior Court of California, County of Alameda or the United States District Court for the Northern District of California. The prevailing party shall be entitled to the legal costs from the non-prevailing party.

SnapNrack Solar Mounting Solutions



Ultra Rail Roof Mount System | *Rail-based Mounting*

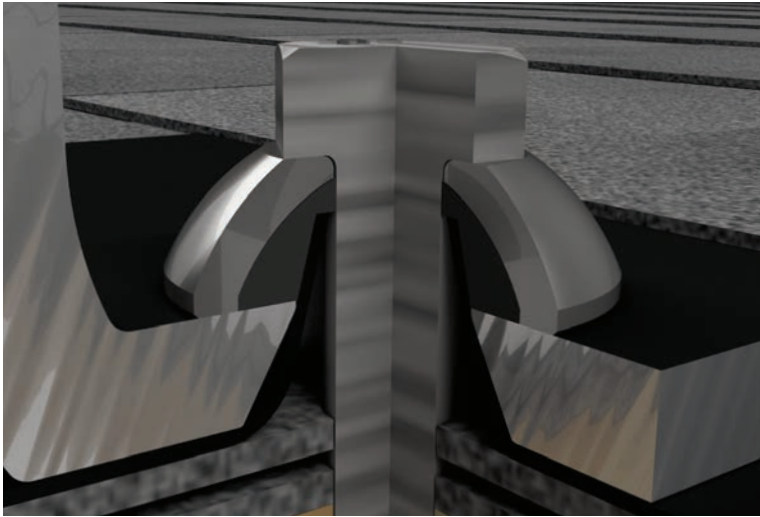
The SnapNrack **Ultra Rail Roof Mount** portfolio satisfies virtually all residential roof types featuring labor saving components like the snap-in mounts and splices along with the open rail channel and accessories to create the industry's leading Wire Management Solutions.



RL Universal Roof Mount System | *Railless Mounting*

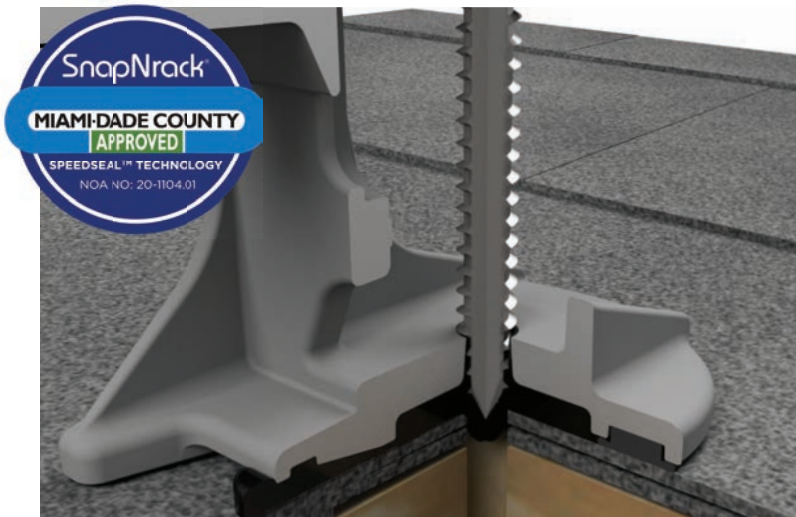
SnapNrack's **RL Universal System (RL-U)** for composition shingle roofs provides the greatest labor efficiency with an installer focused process allowing the system to be installed by a single person, saving time on the roof. This railless system was designed with an installer-focused approach, featuring Universal Mounts and nothing larger than a module.

Flashing Based | *Roof Attachment Technology*



The SnapNrack **Umbrella Seal Technology** is an innovative flashing that uses a fully formed raised cone to prevent any water leakage. When paired with a single lag bolt & our Umbrella Washer, the Ultra Rail L Foot Mount is secured to the roof with the Umbrella Flashing in one step creating a multi-layer waterproof seal.

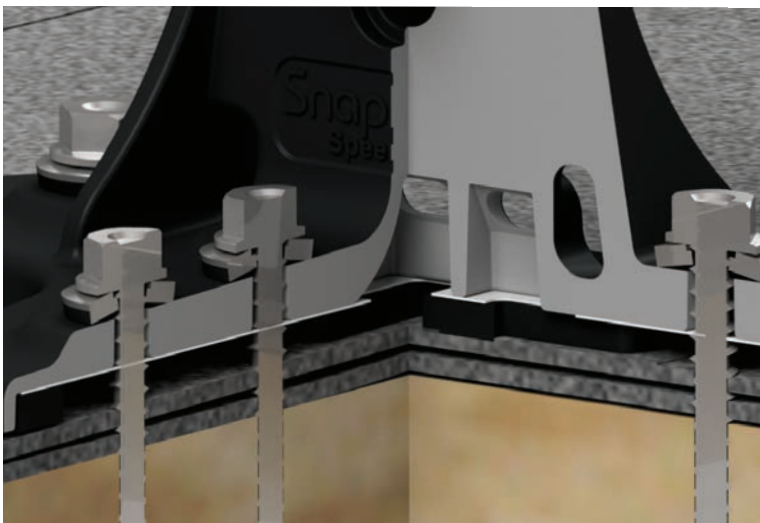
Integrated Flashing | *Roof Attachment Technology*



SnapNrack's new **SpeedSeal™ Technology** features an innovative design that incorporates flashing reliability into a single roof attachment by using a patent pending Lag Driven Sealant Technology. The SpeedSeal™ Foot or Track has a sealant cavity with compressible barrier secures sealant in place & fills voids.

Miami-Dade NOA NO: 20-1104.01

Direct to Deck | *Roof Attachment Technology*



Now **SpeedSeal™ Technology** applies to roof attachments that mount directly to the deck with the **SpeedSeal™ DeckFoot & DeckTrack**. These rafter independent attachments allow for layout adjustability on the roof without the need to locate & attach to rafters. More importantly, installers have the ability to mount on specialty roof structures without standard rafters.

UR-40/60 Rail & Accessories



UR-40 Rail, Black



UR-40 Splice



UR-40 End Cap



UR-60 Rail, Black



UR-60 Splice



UR-60 End Cap

UR-40 Rail			
Description	SKU	MSRP	QTY*
UR-40 Rail, 172", Black (Bundle of 144, priced as each)	232-02538	\$55.37	144 EA
UR-40 Rail, 172", Silver (Bundle of 144, priced as each)	232-02537	\$54.35	144 EA
UR-40 Rail, 172", Mill (Bundle of 144, priced as each)	232-02536	\$50.68	144 EA
UR-40 Rail, 172", Black (Box of 4)	015-10207	\$271.19	1 Box
UR-40 Rail, 172", Silver (Box of 4)	015-10208	\$266.67	1 Box
UR-40 Rail, 172", Mill (Box of 4)	015-10209	\$255.22	1 Box
UR-60 Rail			
Description	SKU	MSRP	QTY*
UR-60 Rail 172", Black (Bundle of 120, priced as each)	232-02541	\$72.55	120 EA
UR-60 Rail 172", Silver (Bundle of 120, priced as each)	232-02540	\$71.78	120 EA
UR-60 Rail 172", Mill (Bundle of 120, priced as each)	232-02539	\$65.91	120 EA
UR-60 Rail Set, 172", Black (Box of 4)	015-10210	\$373.78	1 Box
UR-60 Rail Set, 172", Silver (Box of 4)	015-10211	\$369.79	1 Box
UR-60 Rail Set, 172", Mill (Box of 4)	015-10212	\$346.72	1 Box
UR-40 Rail Accessories			
Description	SKU	MSRP	QTY*
UR-40 Splice, Silver	242-01213	\$8.29	20 EA
UR-40 Splice, Black	242-01214	\$8.80	20 EA
UR-40 End Cap	232-02452	\$0.70	20 EA
UR-60 Rail Accessories			
Description	SKU	MSRP	QTY*
UR-60 Splice, Silver	242-01270	\$9.99	20 EA
UR-60 Splice, Black	242-01271	\$10.29	20 EA
UR-60 End Cap	232-02484	\$0.70	20 EA

* QTY (Quantity) listed is the standard package and minimum order quantity. SnapNrack products are sold through distribution and may be available as individual units.

Flashing & L Foot Attachments



Ultra Rail Umbrella
L Foot with
Comp Flashing
(Sold Separately)



UR SpeedSeal™ Foot,
Black



UR SpeedSeal™
DeckFoot, Black



Ultra Rail
Leveling Spacer

Composition Shingle Attachments

Description	SKU	MSRP	QTY*
Ultra Rail Umbrella L Foot, Silver	242-01219	\$6.30	20 EA
Ultra Rail Umbrella L Foot, Black	242-01220	\$7.04	20 EA
Comp Flashing, 9" x 12", Black Alum (requires Umbrella Lag)	232-01375	\$5.51	20 EA
Comp Flashing, 9" x 12", Silver Alum (requires Umbrella Lag)	232-01376	\$4.57	20 EA
Comp Flashing, 9" X 12", Black Galvalume (requires Umbrella Lag)	232-01377	\$4.73	20 EA
Umbrella Lag, 4"	242-92266	\$1.55	20 EA
UR SpeedSeal™ Foot, Silver	242-02163	\$9.50	20 EA
UR SpeedSeal™ Foot, Black	242-02167	\$10.50	20 EA
Sealing Washer Lag, 4 1/2", SS	242-02168	\$1.25	20 EA
UR SpeedSeal™ DeckFoot, Silver	242-02173	\$13.50	20 EA
UR SpeedSeal™ DeckFoot, Black	242-02174	\$14.75	20 EA
Sealing Washer Wood Screw, #14 x 2 3/4", SS	242-02175	\$1.00	40 EA

Ultra Rail Attachment Components

Description	SKU	MSRP	QTY*
Ultra Rail Leveling Spacer, Black	242-05161	\$2.87	20 EA
Ultra Rail Mounting Hardware, Black	242-01230	\$3.50	20 EA
Ultra Rail Mounting Hardware, Silver	242-01229	\$3.23	20 EA
Ultra Rail All Purpose L Foot (90°), Black	242-01239	\$6.64	20 EA
Ultra Rail All Purpose L Foot (90°), Silver	242-01223	\$6.68	20 EA



Note that the fasteners are sold separately from the Composition Shingle Roof Attachments listed above. Required fasteners are as follows:

One (1) Umbrella Lag, 242-92266, is required for each Ultra Rail Umbrella L Foot & Comp Flashing attachment.

One (1) Sealing Washer Lag, 242-02168, is required for each Ultra Rail SpeedSeal™ Foot attachment.

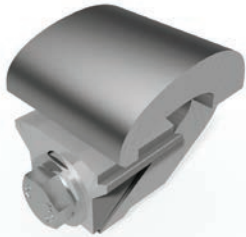
Four (4) Sealing Washer Wood Screws, 242-02175, are required for each Ultra Rail SpeedSeal™ DeckFoot attachment.

SnapNrack Module Attachments - Ultra Rail - S200

Module Clamps are available for all PV module frame sizes (30-46 mm). **Universal End Clamps** are a unique one-size-fits-all that slips inside the module frame – completely out of sight. The rails are cut flush with the modules and finished with SnapNrack End Caps to create a system with a flush, clean line. All Module Clamps work with Ultra Rail and Series 200 Ground Mount. Module Clamps ship pre-assembled, ready to install.



Ultra Rail Mid Clamp,
Black



Universal End Clamp



Ultra Rail End Clamp,
Black

Mid Clamps			
Description	SKU	MSRP	QTY*
Ultra Rail Mid Clamp, Silver	242-02070	\$4.22	20 EA
Ultra Rail Mid Clamp, Black	242-02071	\$4.22	20 EA
End Clamps			
Description	SKU	MSRP	QTY*
Universal End Clamp	242-02215	\$6.28	20 EA
Ultra Rail End Clamp, Silver	242-02072	\$5.77	20 EA
Ultra Rail End Clamp, Black	242-02073	\$5.77	20 EA

* QTY (Quantity) listed is the standard package and minimum order quantity. SnapNrack products are sold through distribution and may be available as individual units.

Place Your Order

Contact your SnapNrack distributor, which can be found at **www.SnapNrack.com/where-to-buy**, contact us directly at **contact@snapnrack.com**, or call us **Toll Free at (877) 732-2860** for technical support.

SnapNrack distributors have trained knowledgeable staff that can provide product design and ordering assistance.

MSRP

Prices published in this document are Manufacturer Suggested Retail Prices (MSRP) and should be used for reference only. Prices are subject to change without notice. The quantity (QTY) shown is based on the standard package and is the recommended order quantity.

Warranty

All SnapNrack products are covered by a **25-year limited warranty**. For complete details please view the online SnapNrack's Manufacturers Limited Product Warranty.

SnapNrack®

SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US



Fully integrated

- No additional racking required for rooftop installation
- Integrated DC and AC disconnects and overvoltage protection
- 12 direct string inputs for reduced labor and material costs
- Up to 60% faster commercial PV system installation

Increased power, flexibility

- Six MPP trackers for flexible stringing and maximum power production
- ShadeFix, SMA's proprietary shade management solution, optimizes at the string level
- Intelligent string monitoring to pinpoint array performance issues

Enhanced safety, reliability

- Integrated SunSpec PLC signal for module-level rapid shutdown compliance to 2017 NEC
- Next-gen DC AFCI arc-fault protection certified to new Standard UL 1699B Ed. 1

Smart monitoring, control, service

- I-V curve diagnostic function to visualize and document PV string electrical characteristics
- Increased ROI with SMA ennexOS cross sector energy management platform
- SMA Smart Connected proactive O&M solution reduces time spent diagnosing and servicing in the field

SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US

It stands on its own

The Sunny Tripower CORE1 is the world's first free-standing PV inverter for commercial rooftops, carports, ground mount and repowering legacy solar projects. From distribution to construction to operation, the Sunny Tripower CORE1 enables logistical, material, labor and service cost reductions, and is the most versatile, cost-effective commercial solution available. Integrated SunSpec PLC for rapid shutdown and enhanced DC AFCI arc-fault protection ensure compliance to the latest safety codes and standards. With Sunny Tripower CORE1 and SMA's ennexOS cross sector energy management platform, system integrators can deliver comprehensive commercial energy solutions for increased ROI.

Technical data	Sunny Tripower CORE1 33-US	Sunny Tripower CORE1 50-US	Sunny Tripower CORE1 62-US
Input (DC)			
Maximum array power	50000 Wp STC	75000 Wp STC	93750 Wp STC
Maximum system voltage	1000 V		
Rated MPP voltage range	330 V ... 800 V	500 V ... 800 V	550 V ... 800 V
MPPT operating voltage range	150 V ... 1000 V		
Minimum DC voltage / start voltage	150 V / 188 V		
MPP trackers / strings per MPP input	6 / 2		
Maximum operating input current / per MPP tracker	120 A / 20 A		
Maximum short circuit current per MPPT / per string input	30 A / 30 A		
Output (AC)			
AC nominal power	33300 W	50000 W	62500 W
Maximum apparent power	33300 VA	53000 VA	66000 VA
Output phases / line connections	3 / 3-(N)-PE		
Nominal AC voltage	480 V / 277 V WYE		
AC voltage range	244 V ... 305 V		
Maximum output current	40 A	64 A	80 A
Rated grid frequency	60 Hz		
Grid frequency / range	50 Hz, 60 Hz / -6 Hz ... +6Hz		
Power factor at rated power / adjustable displacement	1 / 0.0 leading ... 0.0 lagging		
Harmonics THD	<3%		
Efficiency			
CEC efficiency	97.5%	97.5%	97.5%
Protection and safety features			
Load rated DC disconnect	●		
Load rated AC disconnect	●		
Ground fault monitoring: Riso / Differential current	● / ●		
DC AFCI arc-fault protection	●		
SunSpec PLC signal for rapid shutdown	●		
DC reverse polarity protection	●		
AC short circuit protection	●		
DC surge protection: Type 2 / Type 1+2	○ / ○		
AC surge protection: Type 2 / Type 1+2	○ / ○		
Protection class / overvoltage category (as per UL 840)	I / IV		
General data			
Device dimensions (W / H / D)	621 mm / 733 mm / 569 mm (24.4 in x 28.8 in x 22.4 in)		
Device weight	84 kg (185 lbs)		
Operating temperature range	-25 °C ... +60 °C (-13 °F ... +140 °F)		
Storage temperature range	-40 °C ... +70 °C (-40 °F ... +158 °F)		
Audible noise emissions (full power @ 1m and 25 °C)	65 dB(A)		
Internal consumption at night	5 W		
Topology	Transformerless		
Cooling concept	OptiCool (forced convection, variable speed fans)		
Enclosure protection rating	Type 4X, 3SX (as per UL 50E)		
Maximum permissible relative humidity (non-condensing)	100%		
Additional information			
Mounting	Free-standing with included mounting feet		
DC connection	Amphenol UTX PV connectors		
AC connection	Screw terminals - 4 AWG to 4/0 AWG CU/AL		
LED indicators (Status / Fault / Communication)	●		
Network interfaces: Ethernet / WLAN / RS485	● (2 ports) / ● / ○		
Data protocols: SMA Modbus / SunSpec Modbus / Webconnect	● / ● / ●		
ShadeFix technology for string level optimization	●		
Intelligent string performance monitoring	●		
I-V curve diagnostic function	●		
Integrated Plant Control / Q on Demand 24/7	● / ●		
SMA Smart Connected (proactive monitoring and service support)	●		
Certifications			
Certifications and approvals	UL 1741, UL 1699B Ed. 1, UL 1998, CSA 22.2 107-1, PV Rapid Shutdown System Equipment		
FCC compliance	FCC Part 15 Class A		
Grid interconnection standards	IEEE 1547, UL 1741 SA - CA Rule 21, HECO Rule 14H		
Advanced grid support capabilities	L/HFRT, L/HVRT, Volt-VAR, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor		
Warranty			
Standard	10 years		
Optional extensions	15 / 20 years		
○ Optional features ● Standard features – Not available			
Type designation	STP 33-US-41	STP 50-US-41	STP 62-US-41
Accessories			



SMA Data Manager M
EDMM-US-10



SMA Sensor Module
MD.SEN-US-40



Universal Mounting System
UMS_KIT-10



AC Surge Protection Module Kit
AC_SPD_KIT1-10, AC_SPD_KIT2_T1T2
DC Surge Protection Module Kit
DC_SPD_KIT4-10, DC_SPD_KIT5_T1T2



SMA Limited Factory Warranty

Note: this description of SMA Solar Technology AG's (hereinafter "SMA") Limited Factory Warranty is effective and applies to all purchases of the Product Types stated below conducted after **2021-04-01** (applies only to Spain, Poland, the Netherlands, Belgium and Luxembourg) – and after **2022-2-28** (valid worldwide) – and to that extent supersedes all prior SMA Limited Factory Warranties.

The SMA Limited Factory Warranty is not a guarantee of durability and does not include device availability. It applies exclusively to new devices of the following Product Types:

SUNNY HIGHPOWER PEAK1 (SHP 75-10), SUNNY TRIPOWER, SUNNY TRIPOWER STORAGE, SUNNY BOY, SUNNY BOY STORAGE, SUNNY ISLAND, SUNNY HOME MANAGER, SUNNY REMOTE CONTROL, SMA HYBRID CONTROLLER, SMA CLUSTER CONTROLLER, SMA COM GATEWAY, SMA INVERTER MANAGER, SMA BLUETOOTH REPEATER, SMA CT METER, SMA DC-COMBINER, SMA ENERGY METER, SMA RAPID SHUTDOWN SYSTEM, SMA WEBCONNECT, CLOUD CONNECT ADVANCED, JMS-F RAPID SHUTDOWN BOX 1500V, GATEWAY, GRID-CONNECT-BOX, MC-BOX, NA-BOX, SMARTFORMER, SMA ENERGY SYSTEM – BUSINESS S, SMA ENERGY SYSTEM – BUSINESS XL, SMA ENERGY SYSTEM – HOME M, SMA STORAGE PACKAGE - BUSINESS, AUTOMATIC BACKUP UNIT, SMA EV CHARGER, SMA DATA MANAGER M, SMA CONNECTION UNIT, SMA WEATHER STATION, SUNNY TRIPOWER SMART ENERGY

No Restriction on Statutory Warranty Rights or other National Statutory Rights

The statutory warranty obligation of the device seller and the corresponding statutory warranty rights of the buyer which may not lawfully be excluded or limited are not affected by this SMA Limited Factory Warranty. Furthermore, should this SMA Limited Factory Warranty violate any national statutory rights which may not lawfully be excluded or limited and which grant the warranty claimant any rights in addition to the SMA Limited Factory Warranty, then such national statutory rights shall not be affected by the provisions of this SMA Limited Factory Warranty.

Warrantor

The warrantor is SMA. SMA reserves the right to have the services specified in this SMA Limited Factory Warranty conducted by SMA authorized partners.

Warranty Eligibility

The persons who are eligible to raise claims under this SMA Limited Factory Warranty are only (i) buyers that have purchased the devices themselves and have put them into operation for the first time (herein "Initial Operator") and (ii) buyers that have acquired the devices legitimately and with no modifications from the Initial Operator or the Initial Operator's legal successor(s). The persons eligible under this SMA Limited Factory Warranty are herein referred to as "warranty claimant". Other persons are not authorized to assert claims against SMA under this SMA Limited Factory Warranty. However the warranty claimant may appoint a third party to raise its claims under this SMA Limited Factory Warranty. Assigning and/or transferring these rights to persons other than a warranty claimant is not permitted.

Warranty Period

The SMA Limited Factory Warranty of the following products extends to **standard accessories for the products, their interfaces and separation options**.

Product	2 years	5 years	10 years
SMA COM GATEWAY, SUNNY HOME MANAGER, SMA DC COMBINER, SMA ENERGY METER, SMA WEBCONNECT, SMA DATA MANAGER M, WEATHER STATION: COM-WS-100, COM-WS-200	x		
SUNNY HIGHPOWER PEAK1 (SHP 75-10), SUNNY TRIPOWER, SUNNY TRIPOWER STORAGE, SUNNY BOY, SUNNY BOY STORAGE, SUNNY REMOTE CONTROL, SMA INVERTER MANAGER, SMA CT METER, SMA CLUSTER CONTROLLER, CLOUD CONNECT ADVANCED, GRID-CONNECT-BOX, MC-BOX, MC-BOX US (MCB-12U), NA-BOX, SMARTFORMER, SMA HYBRID CONTROLLER ¹ , SMA EV CHARGER		x	

¹ For the **SMA Hybrid Controller** the **commissioning documents must be signed** and returned to SMA **before commissioning (or the invoice date for the first warranty claimant)** or the **SMA Limited Factory Warranty will be voided**.

Product	2 years	5 years	10 years
SUNNY ISLAND: SlxxM-13, SlxxH-13		x	x (when registering ²)
SUNNY BOY STORAGE: SBSxx-1VL-10, SBSxx-10			
SUNNY BOY: SBxx1VL-40, SBxx1AV-41			
SUNNY TRIPOWER: STPxx-3AV-40			
SUNNY TRIPOWER SMART ENERGY: STP xxx-3SE-4x			

² The warranty period of the SMA Limited Factory Warranty for these products extends automatically to **10 YEARS from commissioning of the product or the invoice date for the first warranty claimant** when the warranty claimant performs a **product registration** on the SMA homepage **within 12 months** after commissioning or the invoice date for the first warranty claimant (www.my.Sma-Service.com/s/product-registration) and the commissioning or the invoice date for the first warranty claimant occurs after **2021-04-01** (applies only to Spain, Poland, the Netherlands, Belgium and Luxembourg) or after **2021-10-01** (worldwide). Product registration is available from **2021-05-01** in Spain and worldwide from **2021-10-01**. Purchasing an ACTIVE/COMFORT extended warranty after the SMA Limited Factory Warranty of 5 YEARS (without product registration) has expired, is not possible for these products. Only in the case of a proper product registration and the resulting extension of the SMA Limited Factory Warranty to 10 years may the warranty claimant purchase an optional ACTIVE/COMFORT extended warranty according to the conditions of the ACTIVE/COMFORT extended warranty for the years 11 – 20 of the products. The option of purchasing a FLEX extended warranty in accordance with the terms and conditions of the FLEX extended warranty is still available to the warranty claimant up to the year 10 from commissioning or the invoice date for the first warranty claimant. SMA expressly reserves the right to conclude an ACTIVE/COMFORT/FLEX extended warranty with the Customer only after a prior examination of the device concerned.

Product	2 years	5 years	10 years
SMA STORAGE PACKAGE - BUSINESS ⁴		x	
SUNNY TRIPOWER ³ : STP xx000TL-US-10, STP xx-US-40, STP xx-US-41			x
SUNNY BOY ³ : SB xx00TL-US-22, SB xx000TL-US-12, SB xx-1 SP-US-4x, SB xx-1 TP-US-4x, SB xx-LV-JP-4x SB xx00TL-JP-22			
SUNNY BOY STORAGE: SBS xx-US-10, SBS xx-JP-10, SBS-ABU-200-US-10			
SMA RAPID SHUTDOWN SYSTEM, GATEWAY, SMA SPEEDWIRE/WEB- CONNECT DATAMODULE: SWDM-JP			
SMA CONNECTION UNIT: CU1000-US ³			
SMA ENERGY SYSTEM - BUSINESS S ⁴ , SMA ENERGY SYSTEM - BUSINESS XL ⁴ , SMA ENERGY SYSTEM - HOME M ⁴			
SUNNY ISLAND: SI xxxx-US-10			

³ The warranty period for **-US Sunny Tripower, and -US Sunny Boy model types as well as the -US SMA Connection Units installed in countries other than Canada, Mexico or the United States of America is 5 years.**

⁴ For the **SMA System Packages: SMA ENERGY SYSTEM - BUSINESS S, SMA ENERGY SYSTEM - BUSINESS XL, SMA STORAGE PACKAGE - BUSINESS, SMA ENERGY SYSTEM - HOME M** the following terms shall apply (with the exception of SMA Energy System Packages sold in North America):

- The SMA Limited Factory Warranty for System Packages will only be granted if the **Commissioning Report** (including serial numbers of all components) for the respective system (www.SMA-Solar.com) is duly completed and transmitted (Commissioning-Reports@SMA.de) **within 30 days after completed commissioning** of the system.
- If the Commissioning Report (including serial numbers of all components) is not duly completed or contains any sort of false declaration, SMA will reject the SMA Limited Factory Warranty for System Packages.
- The SMA Limited Factory Warranty for System Packages SMA ENERGY SYSTEM - BUSINESS S, SMA ENERGY SYSTEM - BUSINESS XL, will only be granted if the **system is installed in Germany.**
- The SMA Limited Factory Warranty for System Package SMA ENERGY SYSTEM HOME M will only be granted if the system is **installed in Italy.** The SMA Limited Factory Warranty for System Packages will only be granted for the components, which are listed in the Commissioning Report and defined as System Package by SMA. Additional components are excluded from the SMA Limited Factory Warranty for System Packages.
- For the system component **"Battery" separate Warranties apply.** Currently valid warranty conditions are available at www.SMA-Solar.com.

Product	2 years	5 years	10 years	25 years
TS4-R ⁶ , JMF-S Rapid Shutdown Box 1500V ⁷				x

⁶ TS4-R devices **require system registration in SMA Sunny Portal** (www.SunnyPortal.de) **or the Tigo Cloud (if there is a non-SMA inverter in the system), within 31 calendar days after first commissioning.** If the system is not remotely accessible, SMA's ability to remotely diagnose and remotely resolve problems will be reduced to supporting the warranty claimant using manual on-site methods.

⁷ The SMA Limited Factory Warranty of the **JMS-F Rapid Shutdown Junction Box 1500V** applies exclusively to the **USA**.

Independent of the duration of the SMA Limited Factory Warranty, for all product types listed above, the **factory warranty period begins when the device is first commissioned (in line with the commissioning report) or with the invoice date of the first warranty claimant**. Requirement for this, however, is **a product registration on the SMA website** (www.my.Sma-Service.com/s/product-registration) **within 12 months after commissioning or the invoice date for the first warranty claimant**. **If no proper product registration occurs, the factory warranty period for all products begins on the day of delivery through SMA**. An automatic extension of the SMA Limited Factory Warranty to 10 years is hereby not included, except for the products explicitly listed above.

The validity of this SMA Limited Factory Warranty requires that the device must be installed and commissioned in line with the manufactures installation manual that applies to the device in question. If structural or unauthorized changes of the device have been made, and SMA has not requested these changes, the SMA Limited Factory Warranty will be terminated on the date these structural or unauthorized changes were made, regardless of the periods mentioned above. If damage has been sustained to any structurally altered devices that were not altered at the request of SMA, the costs incurring in order to repair the damages, regardless of whether these structural changes were cause of these damages, are not covered by this SMA Limited Factory Warranty. SMA will inform warranty claimant in advance about this costs. The repair will be performed depending on the warranty claimant's consent to cover these costs.

Warranty Coverage

The scope of the warranty coverage from the SMA Limited Factory Warranty is defined by the various warranty levels offered by SMA (standard SMA Limited Factory Warranty, Active- or Comfort-level).

In any case, the warranty claimant must accept a replacement device even if it has cosmetic defects that do not affect energy production or safety compliance. SMA will, at its sole discretion, use new and/or equivalent to new devices or parts in the original or the improved design. SMA will retain ownership until it receives the defective device.

SMA also reserves the right to reimburse an appropriate market value specified by SMA of the defective device (which is determined by SMA based on the market value that the device would have if it were not defective) for products with SMA Limited Factory Warranties greater than 5 years, and to therefore satisfy the warranty obligations.

Standard SMA Limited Factory Warranty

Geographic Scope of Application

The obligations under the standard SMA Limited Factory Warranty are rendered worldwide.

Specification of Obligations

The standard SMA Limited Factory Warranty includes the provision of a replacement device or spare part of equivalent value in terms of product type, kVA power class or age at the relevant spare parts warehouse of SMA from the start of the warranty period for the duration of the warranty period regulated above. Transport and customs clearance do not fall within SMA's area of responsibility. Any costs and expenses incurred for this are to be borne by the warranty claimant.

Active-Level

Geographic Scope of Application

The scope of obligations of the Active-level of the SMA Limited Factory Warranty is provided in the following **SMA Active Support countries**, however excluding their associated islands and overseas territories:

Argentina	Bangladesh	Belize	Bolivia	Brazil
Chile	Costa Rica	Columbia	Ecuador	El Salvador
Guatemala	Honduras	India	Israel	Indonesia
Jordan	Japan	Malaysia	Mexico	Myanmar
Namibia	Nicaragua	Pakistan	Panama	Paraguay
Peru	Philippines	San Marino	Singapore	South Africa
Sri Lanka	Taiwan	Thailand	Turkey	Ukraine
Uruguay	United Arab Emirates	Vatican City	Vietnam	

Specification of Obligations

Within the Active-level, the SMA Limited Factory Warranty covers the costs incurred for a replacement device of equivalent value in regard of product type, kVA power class or age as well as its shipping and the return of the defective device during the defined warranty period as part of and in accordance with the conditions stipulated herein from the date the warranty period begins.

Alternatively, SMA reserves the right to repair the defective device at SMA's premises or, in exceptional cases, have it repaired on site by a service partner appointed by SMA.

Special Information on the Shipping of a Replacement Device

SMA will at its discretion send a replacement device that has an equal value in terms of product type, kVA power class or age to the warranty claimant or to a different delivery address communicated in advance by the warranty claimant. This replacement device will be sent either in advance or after prepayment of the value of the replacement device and the costs of delivery, or after receipt of the defective device. Provided the warranty claimant was trained by SMA to perform an assembly replacement independently, SMA reserves the right to send an assembly in place of a replacement device. As required by SMA, the warranty claimant must return the defective device or defective assembly at his own risk in a packaging that is suitable for its transportation to an address defined by SMA that will be located within the same country that the replacement device or the assembly is shipped from. The costs for transport or shipping of the replacement device or the assembly as well as the costs for return transport (export certifications, inspections, and customs duties) are to be borne by SMA.

SMA will also retain ownership of an assembly until it receives the defective assembly.

If SMA has decided to request from the warranty claimant the prepayment of the value of the replacement device or the assembly before delivery of the replacement device or the assembly, SMA will refund to the warranty claimant the amount received by the warranty claimant as prepayment of the value of the replacement device or the assembly once the warranty claimant has returned to SMA the defective device or the defective assembly, the defective device or defective assembly has been received by SMA and this defective device or defective assembly does not have any further defects not previously made known to SMA.

Should the warranty claimant return the defective device or the defective assembly more than thirty (30) calendar days after receipt of the replacement device or the assembly, then SMA has the right to charge the warranty claimant for the cost of administering the overdue Return Material Authorization (RMA) account. Return items will not be accepted without a valid RMA number obtained from SMA that is clearly displayed on the returned items packaging.

Specific Information if SMA chooses to Repair a Device at SMA's Premises

If the device is to be repaired at SMA's premises, the warranty claimant must remove the defective device and send it for repair to the SMA repair center concerned at his own risk in a packaging that is suitable for the transportation. Once the device has been repaired, SMA will return the repaired device to the warranty claimant. The costs for returning the defective device as well as for returning it to the warranty claimant (transportation costs, export certifications, inspections, and customs duties) are borne by SMA.

Specific Information on the Coverage of Other Costs

SMA will inform the warranty claimant of any costs (including, but not limited to transportation, replacement device value, export certifications, inspections, customs duties, travel, or accommodation) that require payment in advance of the repair action. The repair will be performed depending on the warranty claimant's consent to cover these costs.

Comfort-Level

Geographic Scope of Application

The scope of obligations of the Comfort-level of the SMA Limited Factory Warranty is provided in the following **SMA Comfort Support countries**, however excluding their associated islands and overseas territories:

Austria	Andorra	Australia	Belgium	Bulgaria
Canada	Croatia	Czech Republic	Denmark	Estonia
Finland	France	Germany	Greece	Hungary
Italy	Latvia	Lithuania	Liechtenstein	Luxembourg
Malta	Monaco	Netherlands	New Zealand	Poland
Portugal	Republic of Ireland	Romania	Slovakia	Switzerland
South Korea	Spain	Sweden	Slovenia	United Kingdom
United States of America	West Cyprus			

Specification of Obligations

Unless otherwise stated in this document in the description of the Active-level above and hereinbelow, the scope of obligations under the Comfort-level covers all obligations applicable to the Active-level. In addition, if a device becomes defective, SMA (at its sole discretion) will

- replace the defective device or defective assembly on site or have it replaced by a service partner appointed by SMA (when SMA reasonably concludes that the geographical area in which the system is operated is deemed too risky to render on-site services, SMA's obligations to render these services for said area are suspended for the period in which such risk is reasonably deemed to exist)

- and, in the event that an installer performs the exchange using the replacement device or, if applicable, the assembly, provided by SMA, will credit the installer with a service discount upon receipt of the defective device or assembly. The service discount is calculated per replaced inverter or per replaced assembly; this is a fixed amount that may be inquired from the SMA Service Line.

Specific Information if SMA chooses to Repair a Device On-site

If SMA decides to repair the defective device or, if applicable, the defective assembly on site (replacement by SMA or a service partner appointed by SMA), the SMA Limited Factory Warranty includes the costs for materials and labor to repair the device as well as the costs for removal and replacement of the part or replacement device, provided however that the device is installed at ground level or a safely accessible level roof top, as well as the costs for transportation, export certifications, inspections, and customs duties for parts replaced or returned or for devices. No other costs - including, but not limited to, costs to safely access devices installed on slanted rooftops, or for lift equipment, travel or accommodation costs, the costs of the warranty claimant's own employees, or the costs of third-parties that have not been authorized by SMA – are covered by the SMA Limited Factory Warranty.

Warranty Exclusions

The SMA Limited Factory Warranty does not cover damages or performance limitations that occur due to:

- Failure to observe the technical documents and manuals, and/or the protocols and/or requirements therein
- Damage related to improper handling, transportation, storage, or repackaging not provided by SMA
- Incorrect installation or incorrect commissioning not provided by SMA
- Non-SMA authorized modifications, changes, or attempted repairs
- Insufficient ventilation of the device and any consequential thermal damage
- Corrosion due to exposure to aggressive atmospheres or environmental conditions outside the scope of design
- Failure to observe the applicable safety regulations (UL, CSA, VDE, IEC, etc.)
- Incorrect use or inappropriate operation (including, but not limited to, improper forced shutdown, improper DC ratio)
- Use of battery types not certified for operation with SMA battery inverters
- Sunny Island and Sunny Boy Storage inverters that exceed 20,000 operating hours-at-full-load (hours-at-full-load defined as AC discharge and AC charge energy over the full operation time divided by the devices rated power)
- Accidents and external influences
- Force majeure, examples including, but not limited to: overvoltage, lighting strikes, floods, fires, earthquakes, storm damage, pest damage and rodents damage

The items below are expressly not covered by this SMA Limited Factory Warranty:

- All items not originally sold by SMA including, but not limited to, installed cables, controllers, (rechargeable) batteries, Current Transformers (CT), Voltage Transformers (VT), and communications devices.
- Consumables and parts of the device which are subject to regular wear and tear (including, but not limited to, varistors, fans, surge arresters, string fuses, ESS handles, filters, (rechargeable) batteries, or overvoltage protection devices)
- Cosmetic or finish defects which do not directly influence energy production, or degrade form, fit, function

Impact of Warranty Coverage on the (Remaining) Warranty Period

If the entire device is replaced under this SMA Limited Factory Warranty, the remainder of the warranty period will be transferred to the replacement device. If device components are replaced or repaired under this SMA Limited Factory Warranty, the components used will be covered by the same remainder of the warranty period as the repaired device.

Procedure to Exercise Rights under this SMA Limited Factory Warranty

The warranty claimant must notify SMA of a device fault or defect within the defined warranty period. To determine if the device is covered by the SMA Limited Factory Warranty, the warranty claimant must – in addition to the requirements stated below - submit a copy of the commissioning report which must include the serial number of the defective device. SMA reserves the right to request a copy of other documents including, but not limited to, the purchasing invoice, which must include the serial number of the device. SMA only accepts documents in the following languages: Arabic, Czech, Dutch, English, French, German, Greek, Hindi, Italian, Japanese, Mandarin, South Korean, Spanish, and Thai. A certified translation in one of the mentioned languages will also be accepted. The type label on the device must be completely undamaged and legible. If the aforementioned requirements are not fully met, SMA is not obliged to perform any obligations under the SMA Limited Factory Warranty.

Warranty service is available by accessing SMA's Online Support at www.SMA-Solar.com under the heading SERVICE & SUPPORT. The warranty claimant or their electrically qualified representative must report a failure to their local SMA Service Center using the following procedure as described below.

- Proper fault diagnosis may require a qualified service technician to be at the SMA device location and equipped with a quality digital AC/DC voltmeter and required tools as specified in SMA device manual.
- The on-site qualified service technician may be asked to take voltage measurements and provide event numbers (error codes) from the inverter.
- Additional information may be required, including, but not limited to:
 - model type number
 - installation site
 - original date of commissioning
 - PV array configuration
 - battery manufacturer and battery type
 - description of any modifications that have been performed on the inverter
- Safely remove any interface option modules from the inverter to be returned, and retain them for reinstallation on the replacement device.
- SMA will provide instructions for proper return or disposal of the defective device.
- If no failure is found when the device is tested by the SMA Service Repair Department, the warranty claimant may be charged an inspection fee and transportation costs.

If and to the extent services are to be rendered by SMA free of charge in accordance with this SMA Limited Factory Warranty, these are only free of charge if and to the extent the course of action is agreed with and confirmed in writing by SMA in advance. Written documents and electronic messages, including, but not limited to e-mail, satisfy the requirement that confirmation be given in writing. All costs incurred by the warranty claimant to exercise its rights under this SMA Limited Factory Warranty shall be borne by the warranty claimant.

Final Validity

The rights mentioned in this SMA Limited Factory Warranty reflect the exclusive rights of the warranty claimant in accordance with this SMA Limited Factory Warranty. No other claims – including, but not limited to, claims for compensation for direct or indirect damage caused by the defective device, claims for compensation for costs arising from disassembly or installation, and/or loss of power production or profits – are covered by the SMA Limited Factory Warranty. If the warranty claimant requests unnecessary or unjustified service work and/or SMA replacements under this SMA Limited Factory warranty, SMA shall be entitled to invoice the warranty claimant for the costs incurred as a result.

Applicable Law and Place of Jurisdiction

- (1) All claims arising from or in connection with this SMA Limited Factory Warranty are subject to German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). However, if the warranty claimant is a consumer as defined in Art. 6 of Regulation (EC) No 593/2008 and SMA has (i) either pursued our commercial or professional activities in the country where the consumer has his habitual residence, or (ii) by any means, directed such activities to that country or to several countries including that country, and (iii) this SMA Limited Factory Warranty falls within the scope of such activities, then the choice of German law as stated in this paragraph does not have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law of the country where the consumer has his habitual residence.
- (2) Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with this SMA Limited Factory Warranty provided that the warranty claimant is a Merchant, a legal entity under public law or special assets under public law.
- (3) In the event the claimant is a consumer, whose residence or habitual residence is in the European Union or in Countries which are contracting parties to the Agreement on the European Economic Area, the following shall apply: SMA is in favor to attend a dispute settlement procedure at the General Consumer Conciliation Body of the Centre for Conciliation in Germany: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Str. 8, 77694 Kehl.

For more information, please visit the "Service" section of our website at www.SMA-Solar.com



Facility: 4300 Springdale Road

With Battery Storage

Number of Panels: (26) 400Watt Solar PV Modules 10.4kW DC Standard Test Conditions

Proposed Solar Yield: 12,400 kWh/year

Battery Capacity: 15.9 kWh

Project Cost: \$99,000.00

Without Battery Storage

Number of Panels: (60) 440Watt Solar PV Modules 24.64kW DC Standard Test Conditions

Proposed Solar Yield: 30,500 kWh/year

Project Cost: \$99,000.00

Maintenance*

Project annual maintenance costs w/batteries: \$970.00/Year

Project annual maintenance costs w/o batteries: \$315.00/Year

*Maintenance is calculated over twenty years and figures replacing the batteries at ten years and the inverters at fifteen years.

BID GUARANTY



Facility: 4300 Springdale Road

Due to market volatility access to equipment for procurement is not guaranteed and therefore we cannot guaranty our bid.

NOTES



Facility: 4300 Springdale Road

There are no conflicts of interest that we are aware of.

There are no legal or financial situations such as bankruptcies or lawsuits.

CONSTRUCTION TIMELINE



Facility: 4300 Springdale Road

The following dates and days to complete aspects of the project are estimates only and are contingent upon other entities that we do not control, such as engineering firms, government offices, public utilities, and equipment manufacturers, retailers, and shippers.

Project Starts with Signed Contract and 40% of contract price

15 June 2022

Engineering: (20) business days

13 July 2022

Purchase Equipment: (20) business days
Interconnect Agreement: (20) business days
Permits: (20) business days

30% of contract price due

10 August 2022

Construction: (20) business days

07 September 2022

Completion

Final 30% payment

REFERENCES



Herb Nieport
(937) 459-0417

Lonnie Falknor
(937) 621-1630

Carl Adams
(513) 290-9072

Nathan Young
(513) 885-1481

WARRANTY



Facility: 4300 Springdale Road

The workmanship provided by Current is guaranteed to be of highest quality and craftsmanship.

Anything that doesn't withstand the test of a minimum of five years from sign off at completion is on us. Of course that includes the unlikely event of a roof leak. There won't be any roof leaks. But if there was we would come back and make it right.



9107 COLETOWN-LIGHTSVILLE RD.
UNION CITY, OH 45390

CONTRACT

DATE

5/23/2022

-- CLIENT --

Colerain Township
4200 Springdale Road
Cincinnati, OH 45251

Estimating + Site: 937|239-3895

Accounting: 937|423-2797

www.runcurrent.com

SITE

4300 Springdale Road

CONTRACT DETAILS

Inspiramental Co. dba Current and the above named client agree to the following:

- Contractor will provide a solar photovoltaic system according to the details and specifications outlined in Estimate 1273
- Contractor will not begin any work until first payment has been received
- Contractor guarantees workmanship for a period of five years from date of completion
- Contractor will perform installation according to best practices and in a professional manner contingent upon materials availability, weather conditions, and cooperation of client
- The contract price shall be \$99,000.00

-Client agrees to pay contract price according to the following schedule:

- 40% due day of contract signing
- 30% due when materials are staged on site
- 30% due when project is complete

CLIENT SIGNATURE:

TITLE:

DATE:

CURRENT SIGNATURE:

TITLE:

DATE:

SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US



Fully integrated

- No additional racking required for rooftop installation
- Integrated DC and AC disconnects and overvoltage protection
- 12 direct string inputs for reduced labor and material costs
- Up to 60% faster commercial PV system installation

Increased power, flexibility

- Six MPP trackers for flexible stringing and maximum power production
- ShadeFix, SMA's proprietary shade management solution, optimizes at the string level
- Intelligent string monitoring to pinpoint array performance issues

Enhanced safety, reliability

- Integrated SunSpec PLC signal for module-level rapid shutdown compliance to 2017 NEC
- Next-gen DC AFCI arc-fault protection certified to new Standard UL 1699B Ed. 1

Smart monitoring, control, service

- I-V curve diagnostic function to visualize and document PV string electrical characteristics
- Increased ROI with SMA ennexOS cross sector energy management platform
- SMA Smart Connected proactive O&M solution reduces time spent diagnosing and servicing in the field

SUNNY TRIPOWER CORE1 33-US / 50-US / 62-US

It stands on its own

The Sunny Tripower CORE1 is the world's first free-standing PV inverter for commercial rooftops, carports, ground mount and repowering legacy solar projects. From distribution to construction to operation, the Sunny Tripower CORE1 enables logistical, material, labor and service cost reductions, and is the most versatile, cost-effective commercial solution available. Integrated SunSpec PLC for rapid shutdown and enhanced DC AFCI arc-fault protection ensure compliance to the latest safety codes and standards. With Sunny Tripower CORE1 and SMA's ennexOS cross sector energy management platform, system integrators can deliver comprehensive commercial energy solutions for increased ROI.

Technical data	Sunny Tripower CORE1 33-US	Sunny Tripower CORE1 50-US	Sunny Tripower CORE1 62-US
Input (DC)			
Maximum array power	50000 Wp STC	75000 Wp STC	93750 Wp STC
Maximum system voltage	1000 V		
Rated MPP voltage range	330 V ... 800 V	500 V ... 800 V	550 V ... 800 V
MPPT operating voltage range	150 V ... 1000 V		
Minimum DC voltage / start voltage	150 V / 188 V		
MPP trackers / strings per MPP input	6 / 2		
Maximum operating input current / per MPP tracker	120 A / 20 A		
Maximum short circuit current per MPPT / per string input	30 A / 30 A		
Output (AC)			
AC nominal power	33300 W	50000 W	62500 W
Maximum apparent power	33300 VA	53000 VA	66000 VA
Output phases / line connections	3 / 3-(N)-PE		
Nominal AC voltage	480 V / 277 V WYE		
AC voltage range	244 V ... 305 V		
Maximum output current	40 A	64 A	80 A
Rated grid frequency	60 Hz		
Grid frequency / range	50 Hz, 60 Hz / -6 Hz ... +6Hz		
Power factor at rated power / adjustable displacement	1 / 0.0 leading ... 0.0 lagging		
Harmonics THD	<3 %		
Efficiency			
CEC efficiency	97.5%	97.5%	97.5%
Protection and safety features			
Load rated DC disconnect	●		
Load rated AC disconnect	●		
Ground fault monitoring: Riso / Differential current	● / ●		
DC AFCI arc-fault protection	●		
SunSpec PLC signal for rapid shutdown	●		
DC reverse polarity protection	●		
AC short circuit protection	●		
DC surge protection: Type 2 / Type 1+2	○ / ○		
AC surge protection: Type 2 / Type 1+2	○ / ○		
Protection class / overvoltage category (as per UL 840)	I / IV		
General data			
Device dimensions (W / H / D)	621 mm / 733 mm / 569 mm (24.4 in x 28.8 in x 22.4 in)		
Device weight	84 kg (185 lbs)		
Operating temperature range	-25 °C ... +60 °C (-13 °F ... +140 °F)		
Storage temperature range	-40 °C ... +70 °C (-40 °F ... +158 °F)		
Audible noise emissions (full power @ 1m and 25 °C)	65 dB (A)		
Internal consumption at night	5 W		
Topology	Transformerless		
Cooling concept	OptiCool (forced convection, variable speed fans)		
Enclosure protection rating	Type 4X, 3SX (as per UL 50E)		
Maximum permissible relative humidity (non-condensing)	100 %		
Additional information			
Mounting	Free-standing with included mounting feet		
DC connection	Amphenol UTX PV connectors		
AC connection	Screw terminals - 4 AWG to 4/0 AWG CU/AL		
LED indicators (Status / Fault / Communication)	●		
Network interfaces: Ethernet / WLAN / RS485	● (2 ports) / ● / ○		
Data protocols: SMA Modbus / SunSpec Modbus / Webconnect	● / ● / ●		
ShadeFix technology for string level optimization	●		
Intelligent string performance monitoring	●		
I-V curve diagnostic function	●		
Integrated Plant Control / Q on Demand 24/7	● / ●		
SMA Smart Connected (proactive monitoring and service support)	●		
Certifications			
Certifications and approvals	UL 1741, UL 1699B Ed. 1, UL 1998, CSA 22.2 107-1, PV Rapid Shutdown System Equipment		
FCC compliance	FCC Part 15 Class A		
Grid interconnection standards	IEEE 1547, UL 1741 SA - CA Rule 21, HECO Rule 14H		
Advanced grid support capabilities	L/HFRT, L/HVRT, Volt-VAr, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor		
Warranty			
Standard	10 years		
Optional extensions	15 / 20 years		
○ Optional features ● Standard features – Not available			
Type designation	STP 33-US-41	STP 50-US-41	STP 62-US-41



SMA Data Manager M
EDMM-US-10



SMA Sensor Module
MD.SEN-US-40



Universal Mounting System
UMS_KIT-10



AC Surge Protection Module Kit
AC_SPD_KIT1-10, AC_SPD_KIT2_T1T2
DC Surge Protection Module Kit
DC_SPD_KIT4-10, DC_SPD_KIT5_T1T2

Residential | Commercial

Designed & Engineered in Silicon Valley

440W | 445W | 450W

Our DNA™ Split Cell Series impressively combines advanced solar technologies to maximize performance. Our patented Dual Nano Absorber (DNA™) Technology allows the panel to operate at high-efficiencies in extreme temperatures. Contact our sales team today to learn more about our line of high-efficiency solar panels.



Patented DNA™ technology boosts power performance & module efficiency



Advanced split cell technology with 9 ultra-thin busbars allows for less resistance and more photon capture



Ideal solution for applications affected by shading



All-black design for pristine aesthetics. No excessive silver bussing or ribbons



Robust product design is resilient in extreme weather. Up to 5400 Pa snow load and 6200 Pa wind load



30 Year
Warranty

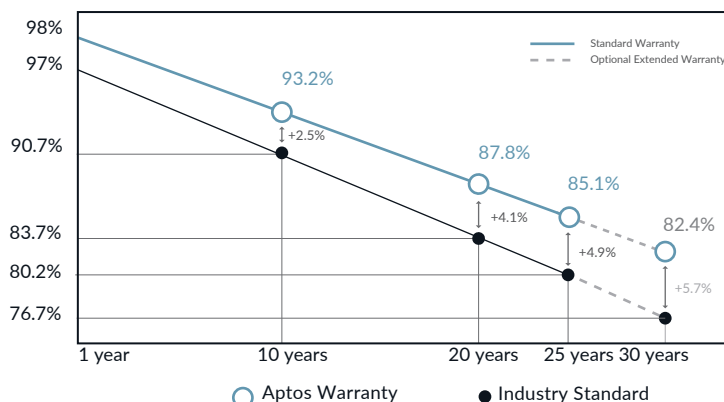
3X IEC
Standards

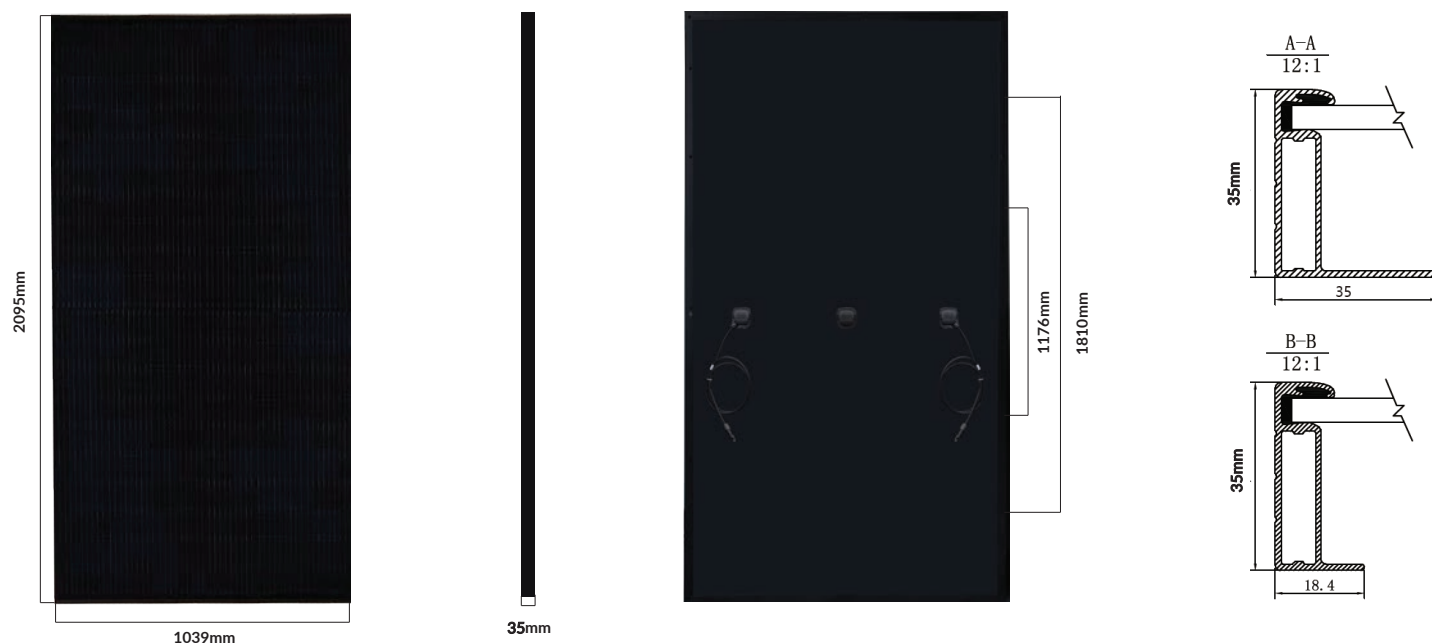
RETC Top
Performer



3140 De La Cruz Blvd., Ste 200
Santa Clara, CA 95054
www.aptossolar.com
info@aptossolar.com

Linear Performance Warranty





Electrical Specifications

	DNA-144-MF26-440W	DNA-144-MF26-445W	DNA-144-MF26-450W
STCrated Output P_{mpp} (W)	440W	445W	450W
Module Efficiency	20.21%	20.43%	20.66%
Open Circuit Voltage V_{OC} (V)	49.9	50.1	50.3
Short Circuit Current I_{SC} (A)	11.33	11.40	11.47
Rated Voltage V_{mmp} (V)	41.0	41.2	41.4
Rated Voltage I_{mmp} (A)	10.74	10.81	10.88

Standard Test Conditions for front-face of panel: 1000 W/m², 25°C, measurement uncertainty ≤3%

Temperature Coefficients

Temperature Coefficients P_{mmp}	-0.38%
Temperature Coefficients I_{SC}	+0.05%/°C
Temperature Coefficients V_{OC}	-0.29%/°C
Normal Operating Cell Temperature (NOCT)	44°C

Test Operating Conditions

Maximum Series Fuse	20A
Maximum System Voltage	1,000 VDC (UL&IEC)
Maximum Load Capacity (Tested to UL 1703)	5400 Pa Snow Load/ 6200 Pa Wind Load
Fire Performance Class	Class C/Type 1

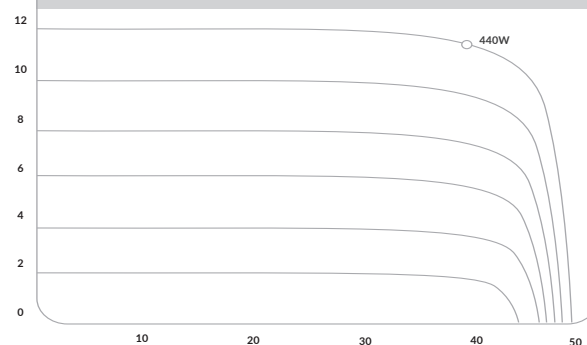
Packaging Configuration

Number of Modules per Pallet	30
Number of Pallets per 40ft. Container	22
Pallet Dimensions	2110 X 1120 X 2365
Pallet Weight (kg)	680
Container Weight (kg)	14960

Mechanical Properties

Cell Type	Monocrystalline
Glass	3.2mm, anti-reflection coating, high transmission, low iron, tempered glass
Frame	Anodized Aluminum Alloy
Junction Box	IP68
Dimensions	2095 X 1039 X 35mm
Output Cable	4mm ² (EU)12AWG,39.37in.(1200mm)
Weight	53.13lbs.(24.1kg)
Cable Length	1200mm
Encapsulant	POE

I-V Curve



Certifications



UL61730-1,
UL61730-2



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 to Authorize Township Administrator to Execute Agreement with Silco for Security Camera Upgrades in Township Parks

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township currently has a number of cameras throughout various parks. These cameras have reached the end of their useful life and are due for replacement. The attached contract with Silco will replace all of the existing cameras in Township Parks.

This project was included in the 2022 Budget at an estimated price of \$25,000. The total cost of the project is \$21,873 and within the existing budget.



10200 Reading Road Cincinnati, Ohio 45241

PHONE: (513-733-5655 FAX: (513-483-3787

Email: tcrotty@silcofs.com

Website: www.silcofs.com

CONTACT: Roger Krebs

DATE: May 2, 2022

COMPANY: Colerain Township

ADDRESS: 4725 Springdale Rd Cincinnati Ohio 45251

PHONE: 513-385-7502

email: rkrebs@colerain.com

Bid Proposal is as follows:

Camera Installation Heritage Park

- 1 – 22 Inch Monitor
- 2 – Ubiquity transmitters
- 2 – PoE Switches
- 1 – Installation Labor
- 1 – Necessary Cable

Total: \$1,967.00

Customer is tax exempt

Terms & Conditions

1. Payment Terms:
 - 50% down payment with order (Must be received before equipment is ordered)
 - 50% upon completion (Must be received before final test)
2. The quoted price is valid for 60 days and **does not include** tax and permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
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13. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased, and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
14. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
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18. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
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To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Title)



10200 Reading Road Cincinnati, Ohio 45241

PHONE: (513-733-5655 FAX: (513-483-3787

Email: tcrotty@silcofs.com

Website: www.silcofs.com

CONTACT: Roger Krebs

DATE: April 11, 2022

COMPANY: Colerain Township

ADDRESS: 4725 Springdale Rd Cincinnati Ohio 45251

PHONE: 513-385-7502

email: rkrebs@colerain.com

Bid Proposal is as follows:

Camera Installation Wert Park 4MP Cameras

- 4 – 4MP IP Outdoor Cameras 2.8mm lens
- 4 – Camera Mounts
- 1 – 8 Camera NVR with 4TB Storage
- 1 – 21.5 LED Monitor
- 1 – Installation Labor
- 1 – Necessary Cable

Total: \$4,328.00

Customer is tax exempt

Terms & Conditions

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(Date)

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PHONE: (513-733-5655) FAX: (513-483-3767)

Email: tcrotty@silcofs.com

Website: www.silcofs.com

CONTACT: Roger Krebs

DATE: April 11, 2022

COMPANY: Colerain Township

ADDRESS: 4725 Springdale Rd Cincinnati Ohio 45251

PHONE: 513-385-7502

email: rkrebs@colerain.com

Bid Proposal is as follows:

Camera Installation Groesbeck Park 8MP Cameras

- 3 – 8MP IP Outdoor Cameras 2.8mm lens
- 1 – 4MP IP Camera 2.8 mm lens
- 4 – Camera Mounts
- 2 – Ubiquiti transmitters
- 2 – PoE Switches
- 1 – Installation Labor
- 1 – Necessary Cable

Total: \$5,963.00

Customer is tax exempt

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PHONE: (513-733-5655 FAX: (513-483-3787

Email: tcrotty@silcofs.com

Website: www.silcofs.com

CONTACT: Roger Krebs
COMPANY: Colerain Township

DATE: May 10, 2022

ADDRESS: 4725 Springdale Rd Cincinnati Ohio 45251

PHONE: 513-385-7502

email: rkrebs@colerain.com

Bid Proposal is as follows:

Camera Updates at Clippard Park

- 1 – Move and re-install existing camera recorder
- 2 – Outdoor 8mp Bullet Cameras with 2.8 12mm lens
- 1 – Cat 6 Cable
- 1 – Installation Labor
- 1 – Necessary Cable

Total: \$3,952.00

Customer is tax exempt

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Email: tcrotty@silcofs.com

Website: www.silcofs.com

CONTACT: Roger Krebs

DATE: April 11, 2022

COMPANY: Colerain Township

ADDRESS: 4725 Springdale Rd Cincinnati Ohio 45251

PHONE: 513-385-7502

email: rkrebs@colerain.com

Bid Proposal is as follows:

Camera Installation Colerain Park 8MP Cameras

- 3 – 8MP IP Outdoor Cameras 2.8 lens
- 3 – Camera Mounts
- 2 – Ubiquity transmitters
- 2 – PoE Switches
- 1 – Installation Labor
- 1 – Necessary Cable

Total: \$5,663.00

Customer is tax exempt

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10. Revisions to original approved design will be billed separately, including any AHJ required changes.

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12. Silco warrants that in the event any equipment installed by Silco becomes defective within 90 days from the date of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA. For Ansul clean agent fire suppression systems, see Ansul's terms and conditions regarding Ansul's Environmental and Evergreen Warranties.
13. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased, and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
14. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
15. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving verbally, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
16. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
17. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco ~~to the fullest extent permitted by law.~~ *up to a maximum of \$10,000.00.*
18. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
19. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Title)

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 to Make a Donation to Summer Events Committee for 4th of July Fireworks for \$9,000

Staff seeks direction from the Board of Trustees.

Rationale:

Staff received the attached request for donation from the Summer Events Committee. As detailed in the attached materials, the Summer Events Committee was aware of a potential funding deficit due to the withdrawal of one of the Township's two major sponsors, Northgate Mall.

Over the past several months, the Summer Events Committee has made calls to businesses to increase their revenue and to find new sponsors for the event. These sponsors are listed on the balance sheet for the committee. The gap, which was originally \$20,000, has been reduced to \$9,000.

The Board of Trustees Donation Policy sets the parameters for consideration of a financial request. It states:

"Organizations seeking donations from Colerain Township must submit their request in writing to the Township Administrator. At a minimum, the request shall include a description of the event or cause supported, a description of how the cause or event will support residents of Colerain Township, an explanation of the financial impact, and a summary of the organizations budget and major sources of funding."



Memo:

Date: 6/1/2022
To: Board of Trustees & Fiscal Officer
CC: **Geoff Milz, Jeff Weckbach**
From: Tawanna Molter
RE: 4th of July Spectacular Donation Request

SUMMARY:

The Colerain Summer Events Committee, Inc. is a private 501c4 whose general purpose is to promote the social welfare of Colerain Township and to further the common good and general welfare of the people of the community.

BACKGROUND:

Below is a timeline summarizing the history of the Summer Events Committee:

- 1990: Taste of Colerain first held, sponsored by LaSalle Knights of Columbus
- 1998: First Fourth of July Fireworks Celebration, commemorating the grand opening of the Administration Building
- 2004: Taste of Colerain and Fourth of July Fireworks consolidated into Summer Events Committee
- 2006: Committee disbanded and events staffed by Township Staff
- 2007: Committee re-established with staff
- 2013: Fourth of July Fireworks event discontinued
- 2016: Taste of Colerain event discontinued
- 2017: Fourth of July Fireworks event brought back
- 2019: Northgate Mall makes its final financial contribution

FINANCIAL HISOTRY:

The **Taste of Colerain**, minus the eventual site usage, utilities and staff, was independent from Township support with the exception of 2001. That was the year the Taste moved to the Administration parking lot, and I believe that was the year when the Committee and the Township shared the expense to run underground power and purchase electrical boxes that fully cover the event space for the Taste, fireworks, and any other Township need that could arise. The event bank account was funded through sponsorships, booth fees, and beer sales (pop sales were added after the K of C stepped down completely).

The **4th of July** was heavily supported by the Township both logistically and financially, and was started to celebrate the grand opening of the Township Administrative Complex. The

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



committee received funding from sponsors, through beer/pop sales, and through an annual donation from the Township that averaged between \$20,000 and \$25,000 from 1999-2010. In 2010, the Township financial contributions stopped due to massive local government fund cuts from the State. At that point, the event became self-supporting and fireworks only. Due to difficulties in fundraising, the fireworks were cancelled from 2013-2016.

BUDGET/MAJOR SOURCES OF FUNDING:

Current Funding Structure (see attached):

- Revenue: Sponsorships pledged to date - \$28,800
- Expenses: \$37,600
- Deficit: \$9,000

EVENT IMPACT ON RESIDENTS:

The Colerain Fireworks is a signature event hosted for the benefit of area residents. It is a night where residents can gather, catch up with old friends, lay on a picnic blanket, and relax. While food trucks are available for those who wish to purchase food, the night is otherwise completely free for our residents – free shuttles, free children’s entertainment, free music, and free fireworks. With soaring inflation on seemingly everything, this event provides a respite allowing our residents the ability to put aside those worries and get recharged. The Township has the opportunity to show our patriotism, devotion to this wonderful Nation, and boost morale, reminding our residents that we are a small part of what truly is the Greatest Nation and we will prevail through these tough times. President John Adams said, in a letter to his wife Abigail on July 3, 1776, one day before the signing of the Declaration of Independence,

“I am apt to believe that it will be celebrated, by succeeding Generations, as the great anniversary Festival. It ought to be commemorated, as the Day of Deliverance by solemn Acts of Devotion to God Almighty. It ought to be solemnized with Pomp and Parade, with Shews, Games, Sports, Guns, Bells, Bonfires and Illuminations from one End of this Continent to the other from this Time forward forever more.

You will think me transported with Enthusiasm but I am not. -- I am well aware of the Toil and Blood and Treasure, that it will cost Us to maintain this Declaration, and support and defend these States. -- Yet through all the Gloom I can see the Rays of ravishing Light and Glory. I can see that the End is more than worth all the Means. And that Posterity will triumph in that Days Transaction, even altho We should rue it, which I trust in God We shall not.”

RECOMMENDATION:

We have structured this event to be as bare-boned as it can be and we have not been wasteful with any past or current expenses. If we are unable to receive a donation from the Trustees to make up the deficit to cover our budgeted expenses, we are recommending budget cuts that will greatly impact the quality, and potential safety, of the event. The Colerain Summer Events Committee, Inc is respectfully requesting that the Township Trustees provide direct financial assistance in the amount of \$9,000.

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Administrator: Geoff Milz

Event Costs

Item	Cost	Bare bones budget
Fireworks Licensing	700.25	
Safety	864.00	
Fireworks	16,000.00	
Children's Entertainment	1,000.00	Sponsored
Shirts	1,200.00	Sponsored
Clean Up Crew	300.00	
Transportation	1,800.00	
Lighting/Set Up	1,650.00	
Advertising	200.00	
Stage	4,875.00	
Sound	5,000.00	
Band	2,000.00	
Stage Hands	2,000.00	
TOTAL	37,589.25	

Event Revenues

Sponsor	Revenue
Rumpke	20,000.00
Don Helscher Auto Care	100.00
Cincinnatus S&L	1,200.00
Northside Bank	1,000.00
Star One	1,000.00
Clippard Instruments	2,500.00
John R. Jergensen	2,000.00
Nolte Precision	1,000.00
TOTAL	28,800.00
SURPLUS/DEFICIT	(8,789.25)
Starting Balance	2,881.30
Reserve Percent	7.67%



MEMORANDUM

Date: February 23, 2022
To: Geoff Milz
CC: Jeff Weckbach
From: Tawanna Molter
RE: 4th of July Spectacular

SUMMARY:

The Colerain Summer Events Committee, Inc. is a private 501c4 whose general purpose is to promote the social welfare of Colerain Township and to further the common good and general welfare of the people of the community.

BACKGROUND:

Below is a timeline summarizing the history of the Summer Events Committee:

- 1990: Taste of Colerain first held, sponsored by LaSalle Knights of Columbus
- 1998: First Fourth of July Fireworks Celebration
- 2004: Taste of Colerain and Fourth of July Fireworks consolidated into Summer Events Committee
- 2006: Committee disbanded and events staffed by Township Staff
- 2007: Committee re-established with volunteers-staff
- 2013: Fourth of July Fireworks event discontinued
- 2016: Taste of Colerain event discontinued
- 2017: Fourth of July Fireworks event brought back
- 2019: Northgate Mall makes its final financial contribution

FINANCIAL HISOTRY:

The **Taste of Colerain**, minus the eventual site usage, utilities and staff, was independent from Township support with the exception of 2001. That was the year the Taste moved to the Administration parking lot, and I believe that was the year when the Committee and the Township shared the expense to run underground power and purchase electrical boxes that fully cover the event space for the Taste, fireworks, and any other Township need that could arise. The event bank account was funded through sponsorships, booth fees, and beer sales (pop sales were added after the K of C stepped down completely).

The **4th of July** was heavily supported by the Township logistically and financially and was started to celebrate the grand opening of the Township Administrative Complex. The committee received funding from sponsors, through beer/pop sales, and through an annual donation from the Township that averaged between \$20,000 and \$25,000 from 1999-2010. In 2010, the Township financial contributions stopped due to massive local government fund cuts from the State. At that point, the

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Administrator: Geoff Milz



event became self-supporting and fireworks only. Due to difficulties in fundraising, the fireworks were cancelled from 2013-2016.

CURRENT FINANCIAL SITUATION

Current Bank Balance: \$3,000

Current Funding Structure:

- Revenue: Rumpke - \$20,000
- Expenses: Fireworks - \$40,000

Gap: \$20,000 in fundraising

The fundraising chair role for the Summer Events Committee has been essentially vacant since 2016, with the passing of former employee Joe Molter. From that time until 2020, the fireworks were funded exclusively through two large donations from Rumpke and the Northgate Mall. In 2020, the Northgate Mall decided to stop providing sponsorship.

RECOMMENDATION:

To continue the event, we need help with two things:

1. We need to find a replacement for the sponsorship chairperson. If you know of anyone who would be interested, please send those individuals our way.
2. If we cannot raise enough money to cover our expenses, we are recommending that the Township either:
 - a. Contribute money through a donation to the Summer Events Committee
 - b. The Township discontinue the Fourth of July Fireworks
 - c. The Township consider a hybrid of the two options

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

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 to Authorize Township Administrator to Execute Agreement with Strawser Construction for 2022 Cape Sealing for \$230,000

Recommend ADOPTION of the Motion.

Rationale:

As part of this year's road program, the Colerain Township Board of Trustees approved a resolution to opt in to the ODOT Cooperative Purchasing Program, where they were able to receive state pricing on cape sealing under ODOT Contract 101G-23. This process guarantees the same pricing the State of Ohio receives for the same service/product. This year's cape sealing low-bid for the State was Strawser Construction.

Several streets within the Township are proposed to be cape sealed in 2022, subsequently prolonging their lifespan. In total, 12,161 feet of roadway are to be cape sealed at an estimated cost of \$230,000. These streets are:

- Greenridge Dr.
- Highcrest Ct.
- Willowcrest Ct.
- Fay Ln.
- Huntergreen Dr.
- Kilbride Dr.
- Wemyss Dr.
- Glenapp Dr.
- Celedon Ct.
- Rothesay Ct.
- Dalmellington Ct.

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 Magnolia Woods Way, Daybreak Drive, and Merrill Court as Township Roads
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 for Magnolia Woods Way, Daybreak Drive, and Merrill Court and determined that they meet their criteria and are set for acceptance.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of June 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 MAGNOLIA WOODS WAY, DAYBREAK DRIVE, AND
MERRIL COURT AS A COLERAIN TOWNSHIP ROAD**

WHEREAS, the Hamilton County Engineer has requested that Magnolia Woods, Daybreak Drive, and Merrill Court, located in the Magnolia Woods 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 Magnolia Woods, Daybreak Drive, and Merrill Court 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 Magnolia Woods, Daybreak Drive, and Merrill Court 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 June, 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 June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer

County of Hamilton

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

TODD B. REYNOLDS, COUNTY ENGINEER

135 EAST COURT STREET, ROOM 700

WILMINGTON, OHIO 45390-1237

PHONE (513) 946-4250 FAX (513) 946-4258

April 8, 2022

To: COLERAIN TOWNSHIP TRUSTEES

Re: MAGNOLIA WOODS SECTION 2 BLOCK A SUBDIVISION

Honorable Board:

Please find the attached plat showing **MAGNOLIA WOODS WAY, DAYBREAK DRIVE AND MERRIL COURT**, in the above referenced subdivision plat. Hamilton County has requested that said road be established as 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. The duration period begins the same day the streets are 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.

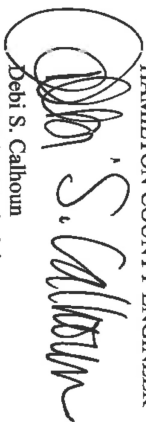
We request that you inform this office in writing as to your assent to subject completed road being accepted as Township Road. Upon receipt of your reply, this matter will be further expedited.

MAGNOLIA WOODS WAY: 425.87 L.F.
DAYBREAK DRIVE: 704.54 L.F.
MERRIL COURT: 155.00 L.F.

Total Pavement Length: 1,285.41 L.F.

Very truly yours,

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


Debi S. Calhoun
Subdivision Technician

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 Daybreak Drive and Moonglow Court as Township Roads
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 for Daybreak Drive and Moonglow Court and determined that they meet their criteria and are set for acceptance.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of June 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 DAYBREAK DRIVE AND MOONGLOW COURT AS A COLERAIN TOWNSHIP ROAD

WHEREAS, the Hamilton County Engineer has requested that Daybreak Drive and Moonglow Court, located in the Magnolia Woods 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 Daybreak Drive and Moonglow Court 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 Daybreak Drive and Moonglow Court 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 June, 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 June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer

County of Hamilton

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

TODD B. FORTUNE CENTER FOR COUNTY GOVERNMENT

100 EAST KEEFER STREET, ROOM 100

UNIONVILLE, OHIO 45326-1232

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

April 8, 2022

To: COLERAIN TOWNSHIP TRUSTEES

Re: MAGNOLIA WOODS SECTION 2 BLOCK B SUBDIVISION

Honorable Board:

Please find the attached plat showing *DAYBREAK DRIVE AND MOONGLOW COURT*, in the above referenced subdivision plat. Hamilton County has requested that said road be established as 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.

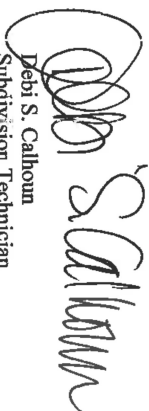
The Hamilton County Engineer's Office has received a Maintenance Surety (Bond) and Maintenance Contract from the developer to the satisfaction of and in favor of, the Board of County Commissioners of Hamilton County. The Maintenance Contract is for a one (1) year duration period. The duration period begins the same day the streets are 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 completed road being accepted as Township Road. Upon receipt of your reply, this matter will be further expedited.

DAYBREAK DRIVE: 411.00 L.F.
MOONGLOW COURT: 239.03 L.F.
Total Pavement Length: 650.03 L.F.

Very truly yours,

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


Debi S. Calhoun
Subdivision Technician

EJB/DSC
Attachment
C: Subdivision File

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 to Vacate Breezyacres Drive

Recommend ADOPTION of the Resolution.

Rationale:

Attached to this agenda item is a petition from Abercrombie & Associates, on behalf of Rumpke Sanitary Landfill Inc. and Struble Road Development Company LLC, requesting the vacation of Breezyacre Drive. There are no residents currently living on this roadway. The County Engineer's Office has requested action by the Board of Trustees prior to taking action to vacate the roadway.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of June 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 FOR VACATION OF BREEZYACRES DRIVE

WHEREAS, Ohio Revised Code §5553.045 provides that the Colerain Township Board of Trustees may petition the Hamilton County Board of County Commissioners to vacate a township road by passing a resolution that requests such vacation; and

WHEREAS, the Colerain Township Board of Trustees desires to vacate Breezyacres Drive from old Hughes Road to its terminus, as set forth on “Exhibit A” which is attached hereto; and

WHEREAS, pursuant to Ohio Revised Code §5553.045, the Colerain Township Board of Trustees avers that the passing and filing of this resolution serves as the required petition to the Hamilton County Board of County Commissioners to vacate Breezyacres Drive.

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

1. The Board specifically requests Breezyacres Drive described in “Exhibit A” attached hereto is vacated and officially petitions the Hamilton County Board of County Commissioners to vacate the aforementioned road pursuant to Ohio Revised Code §5553.045; and
2. Instructs staff to file a certified copy of this Resolution with the Hamilton County Board of County Commissioners and the Hamilton County Engineer as soon as possible; and
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; and
5. 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 June, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

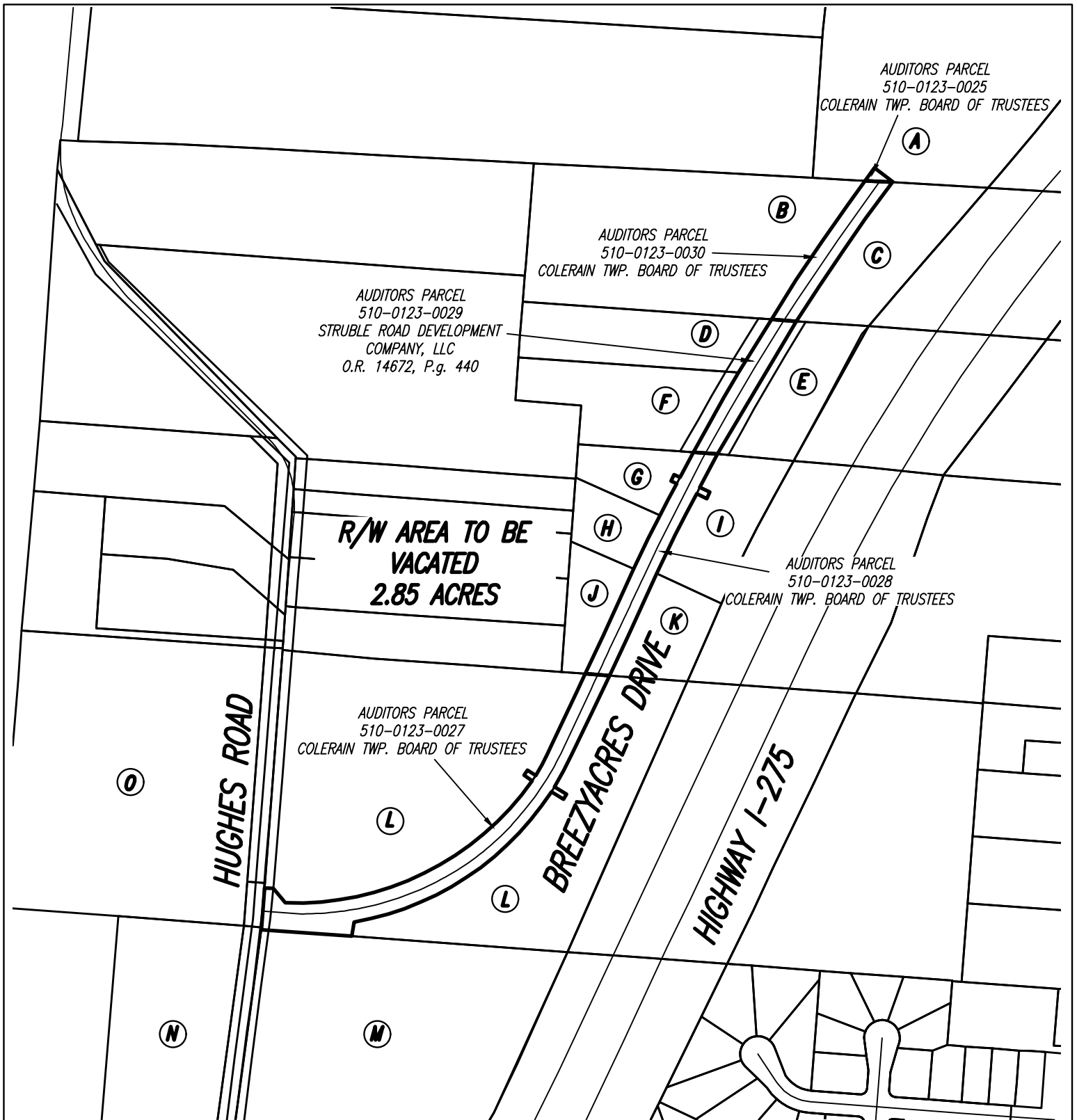
Resolution prepared by and approved as to form:

Lawrence E. Barbiere (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

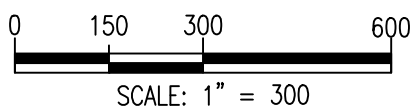
This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer



R/W VACATION EXHIBIT

BREEZYACRES DRIVE VACATION
SECTION-11, TOWN-2, RANGE-1
COLERAIN TWP., HAMILTON COUNTY, OH
JOB NO.:22-0028 DATE:05-20-22 DWG.:CC-PLAT



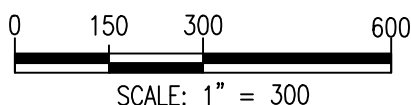
A& Abercrombie
& Associates, Inc.
Civil Engineering + Surveying
8111 Cheviot Road, Suite 200 • Cincinnati, Ohio 45247
513-385-5757 • www.abercrombie-associates.com

OWNER LIST:

- (A) RUMPKE SANITARY LANDFILL INC., 510-0034-0009-00, O.R. 7845 Pg. 2158
- (B) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0039-00, O.R. 11227 Pg. 1120
- (C) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0040-00, O.R. 11227 Pg. 1120
- (D) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0082-00, O.R. 11227 Pg. 1120
- (E) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0044-00, O.R. 11227 Pg. 1120
- (F) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0043-00, O.R. 11227 Pg. 1120
- (G) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0047-00, O.R. 11227 Pg. 1120
- (H) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0046-00, O.R. 11227 Pg. 1120
- (I) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0010-00, O.R. 11227 Pg. 1120
- (J) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0049-00, O.R. 11227 Pg. 1120
- (K) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0050-00, O.R. 11227 Pg. 1120
- (L) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0012-00 & 510-0123-0041-00, O.R. 11227 Pg. 1120
- (M) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0052-00, O.R. 11227 Pg. 1120
- (N) STRUBLE ROAD DEVELOPMENT COMPANY LLC., 510-0123-0019-00 & 510-0123-0021-00, O.R. 11227 Pg. 1120
- (O) RUMPKE SANITARY LANDFILL INC., 510-0123-0023-00, O.R. 12786 Pg. 1026

R/W VACATION EXHIBIT

BREEZYACRES DRIVE VACATION
SECTION-11, TOWN-2, RANGE-1
COLERAIN TWP., HAMILTON COUNTY, OH
JOB NO.:22-0028 DATE:05-20-22 DWG.:CC-PLAT



A& Abercrombie
& Associates, Inc.
Civil Engineering + Surveying
8111 Cheviot Road, Suite 200 • Cincinnati, Ohio 45247
513-385-5757 • www.abercrombie-associates.com

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution for the Demolition of the Property at 9929 Capstan Drive

Recommend ADOPTION of the Resolution

Rationale:

The property at 9929 Capstan Drive has become an attractive nuisance, is unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating. In accordance with ORC §505.86(B), Removal, repair or securance of insecure, unsafe buildings or structures, the Colerain Township Fire Department has declared this property as unsafe.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of June, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-22

RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 9929 CAPSTAN DRIVE

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, or by the Hamilton County Building Department, or has been declared unfit for human habitation by the Hamilton County General Health District, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS, the structure at 9929 Capstan Drive, in Colerain Township, (parcel no.: 510-0111-0156-00) was found by the Colerain Township Fire Department to be vacant, structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum dated January 26, 2022, a copy of which is attached as Exhibit A; and

WHEREAS, the conditions on this property are negatively impacting adjacent properties; and

WHEREAS, a public hearing was held on May 10, 2022 before the Board of Trustees of Colerain Township, at which all witnesses were duly sworn, gave testimony and presented evidence to the Board that the property is unsafe and insecure; and

WHEREAS, the owner of the land and any and all lienholders of record upon the land were given thirty days notice of the May 10, 2022 public hearing as required by Ohio Revised Code §505.86; and

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

1. The Board specifically finds and hereby determines based on the evidence and testimony presented by duly sworn witnesses at its public hearing on May 10, 2022 that the conditions found at 9929 Capstan Drive constitute an unsafe and structurally insecure building within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable, insecure and negatively impacting adjacent properties, and

that all owners and lienholders of the land were given proper notice of at least thirty days as required by Ohio Revised Code §505.86; and

2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the structure thereon within 30 days from today's June 14, 2022 hearing whereby they were given notice. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after June 14, 2022, or if no appeal of the Board's decision is filed on or before July 14, 2022, the Director of Development shall cause the building to be demolished, 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 §505.86; and
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 this Resolution shall be effective at the earliest date allowed by law.

Mr./Ms. _____ 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 _____

APPROVED this 14th day of June, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

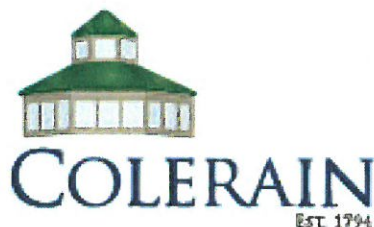
Resolution approved as to form:

Lawrence E. Barbieri (0027106)
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 June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer



Department of Fire & EMS • 4160 Springdale Road • Colerain Township, Ohio 45251
M. Allen Walls, Chief of Department
www.colerain.org
Phone (513) 825-6143 • Fax (513) 245-6163

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

EXHIBIT A

From: Captain Walsh

Re: 9929 Capstan Drive

Date: 01/26/2022

On January 26, 2022, a site survey/inspection was conducted on the property/structure located at 9929 Capstan Drive to evaluate the property/structure for unsafe conditions.

The structure listed with photo has been become an attractive nuisance, unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating.

In accordance with ORC Section 505.86(B), *Removal, repair or securance of insecure, unsafe buildings or structures* the Colerain Township Fire Department is declaring this property/structure as unsafe.



It is our mission to provide first class all-hazards response and socially responsible programs to the citizens, businesses and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.

Certified Mail # 7019 1640 0001 3876 5822
Receipt Requested

Notice of Violation Notice of Condemnation

August 26, 2020

GRETA S WHITE
9929 CAPSTAN DR
CINCINNATI OH 45251



PREVENT. PROMOTE. PROTECT.

250 William Howard Taft Road
Cincinnati, OH 45219
Phone: 513.946.7800 Fax: 513.946.7890
hcph.org

Re: 9929 Capstan Dr. Colerain Township Nuisance # 51539

To Whom it May Concern,

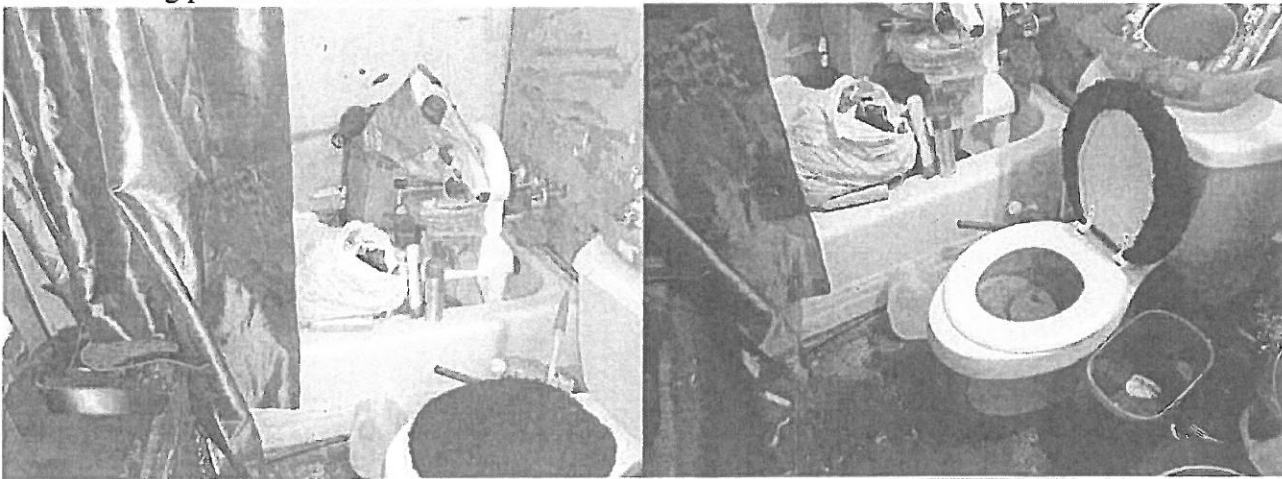
A site investigation was conducted on August 25, 2020 at the above referenced property in response to a complaint received by Hamilton County General Health District. This letter details the observations made during the investigation, existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

Observations

At the time of the inspection, I observed that the home was without water. Water service has been shut off since 2017. There was no bathroom vanity, the shower was full of belongings and the toilet was full of fecal matter. In addition, the home was heavily cluttered with very little pathways throughout. There was a lot of flies in the house, and a large rodent infestation (droppings throughout).

There was a secondary structure converted on the back patio, made with tarps. There was an electric cord that was brought through a back window. There was bedding, clothing and personal belongings set up on the patio, which was enclosed with a tarp.

The following pictures were taken:



8/25/20 Bathroom TS



8/25/20 Limited pathways / kitchen TS



8/25/20 Structure in the rear of the property TS

Violations

ORC 3707.01 states: "The board of health of a city or general health district shall abate and remove all

nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons for neglect or refusal to obey such orders.”

You are currently in violation of Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67:

4.5 Every dwelling and dwelling unit shall be supplied with a potable water supply. There shall be adequate water supply and pressure at all installed hot and cold-water outlets.

4.6 All plumbing shall be properly installed and maintained in good working condition, free from defects, leaks, and obstructions.

4.9 Every dwelling shall have a safe obstructed means of egress leading to a safe and open outdoor space at ground level.

4.15 Exterior property areas and accessory structures shall be free from health, fire, and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance.

4.16 The interior of every structure used for human habitation shall be free from insect, rodent, and vermin infestation.

4.31 Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and controls.

Furthermore, you are currently in violation of ORC Section 3701.01 – Public Health Nuisance.

Pursuant to ORC 3707.99 this/these violation(s) constitute a minor misdemeanor on the first offense and a misdemeanor of the fourth degree on each subsequent offense, if you are found guilty of the original misdemeanor.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. Environmental Sanitation Regulation No. 1-67 states:

6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.

- (a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
- (b) One that lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
- (c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

As the owner of the property, you are responsible for maintaining the property in a clean and sanitary condition. You shall ensure that all necessary utilities are provided to the home. You shall ensure that all garbage and clutter is removed. You shall ensure that there is an adequate pathway throughout the home. You shall ensure that the home is professionally exterminated. You shall ensure all debris is removed from the back patio.

The above actions must be completed by September 28, 2020. Failure to do so may result in referral of this case to the Environmental Division at the Office of the Hamilton County Prosecuting Attorney.

A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted on or after September 28, 2020 to ensure corrective actions have been made to remedy the situation. In addition, continued surveillance of the property will be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7833 or by email at tucker.stone@hamilton-co.org.

Sincerely,

Tucker Stone RS
Supervisor, Environmental Health Division

CC: Jeremy Hessel, Environmental Health Director
Chris Cavallaro, Colerain Township
Geoff Milz, Colerain Township
Lori White, Occupant of the home

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution for the Demolition of the Property at 7954 Harrison Avenue

Recommend ADOPTION of the Resolution

Rationale:

The property at 7954 Harrison Avenue has become an attractive nuisance, is unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating. In accordance with ORC §505.86(B), Removal, repair or securance of insecure, unsafe buildings or structures, the Colerain Township Fire Department has declared this property as unsafe.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of June, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-22

RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 7954 HARRISON AVENUE

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, or by the Hamilton County Building Department, or has been declared unfit for human habitation by the Hamilton County General Health District, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS, the structure at 7954 Harrison Avenue, in Colerain Township, (parcel no.: 510-0440-0068-00) was found by the Colerain Township Fire Department to be vacant, structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum dated January 26, 2022, a copy of which is attached as Exhibit A; and

WHEREAS, the conditions on this property are negatively impacting adjacent properties; and

WHEREAS, a public hearing was held on May 10, 2022 before the Board of Trustees of Colerain Township, at which all witnesses were duly sworn, gave testimony and presented evidence to the Board that the property is unsafe and insecure; and

WHEREAS, the owner of the land and any and all lienholders of record upon the land were given thirty days notice of the May 10, 2022 public hearing as required by Ohio Revised Code §505.86; and

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

1. The Board specifically finds and hereby determines based on the evidence and testimony presented by duly sworn witnesses at its public hearing on May 10, 2022 that the conditions found at 7954 Harrison Avenue constitute an unsafe and structurally insecure building within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable, insecure and negatively impacting adjacent

properties, and that all owners and lienholders of the land were given proper notice of at least thirty days as required by Ohio Revised Code §505.86; and

2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the structure thereon within 30 days from today's June 14, 2022 hearing whereby they were given notice. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after June 14, 2022, or if no appeal of the Board's decision is filed on or before July 14, 2022, the Director of Development shall cause the building to be demolished, 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 §505.86; and
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 this Resolution shall be effective at the earliest date allowed by law.

Mr./Ms. _____ 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 _____

APPROVED this 14th day of June, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

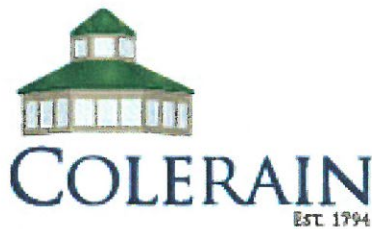
Resolution approved as to form:

Lawrence E. Barbieri (0027106)
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 June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer



Department of Fire & EMS • 4160 Springdale Road • Colerain Township, Ohio 45251
M. Allen Walls, Chief of Department
www.colerain.org
Phone (513) 825-6143 • Fax (513) 245-6163

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

EXHIBIT A

From: Captain Walsh

Re: 7954 Harrison Avenue

Date: 01/26/2022

On January 26, 2022, a site survey/inspection was conducted on the property/structure located at 7954 Harrison Avenue to evaluate the property/structure for unsafe conditions.

The structure listed with photo has become an attractive nuisance, unsafe and a great risk to the neighborhood. The structure was found insecure and open to the elements with evidence of squatting. The structure is uninhabitable in its current condition and is structurally deteriorating.

In accordance with ORC Section 505.86(B), *Removal, repair or securance of insecure, unsafe buildings or structures* the Colerain Township Fire Department is declaring this property/structure as unsafe.



It is our mission to provide first class all-hazards response and socially responsible programs to the citizens, businesses and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.



COLERAIN TOWNSHIP
NOTICE OF EXTERIOR PROPERTY MAINTENANCE CODE VIOLATION

PROPERTY ADDRESS: 7954 Harrison, Cincinnati, OH

NOTICE ISSUED TO: Ronald C Wells, Sr DATE: 1/26/20

VIOLATIONS THAT MUST BE CORRECTED WITHIN (7) DAYS

VACANT STRUCTURES & LAND

- ☐ 301.3 Vacant structures or land not secure.
- ☐ 302.1 Sanitation (not clean/sanitary).
- ☐ 302.2 Drainage (stagnant water).
- ☐ 302.4 Weeds (overgrown grass & weeds).

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pools (not clean/sanitary).

EXTERIOR STRUCTURE

- ☐ 304.1 General (not clean/sanitary).

RUBBISH AND GARBAGE

- ☐ 305.1 Accumulation of rubbish or garbage.
- ☐ 305.2 Disposal of rubbish.
- ☐ 305.2.1 Rubbish storage containers.
- ☐ 305.2.2 Refrigerator outside.

RUBBISH AND GARBAGE (CONT)

- ☐ 305.3 Disposal of garbage.
- ☐ 305.3.1 Containers.

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (20) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.8 Motor vehicles (inoperable or dismantled).

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (60) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.2 Grading (Soil Erosion).
- ☐ 302.3 Sidewalk in bad repair.
- ☐ 302.3 Sidewalk hazardous.
- ☐ 302.3 Driveway in bad repair.
- ☐ 302.3 Driveway hazardous.
- ☐ 302.3 Parking area in bad repair.
- ☐ 302.3 Parking area hazardous.
- ☐ 302.5 Rodent harborage.
- ☐ 302.6 Exhaust vents.
- ☐ 302.7 Accessory structures.
- ☐ 302.9 Defacement of property.
- ☐ 304.8 Features loose or in bad repair.

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pool in bad repair.
- ☐ 303.2 Enclosure gate not self-latching.
- ☐ 303.2 Enclosure missing or broken.
- ☐ 304.9 Exhaust in bad repair.

EXTERIOR STRUCTURE

- ☐ 304.1 General (not in good repair).
- ☐ 304.2 Peeling paint.
- ☐ 304.2 Joints not weather tight.
- ☐ 304.2 Rust.
- ☐ 304.2 Oxidation stains.
- ☐ 304.3 Premises identification.
- ☐ 304.4 Structural members deteriorating.
- ☐ 304.5 Foundation walls cracked or not plumb.
- ☐ 304.6 Exterior walls in bad repair.
- ☐ 304.7 Roof, flashing, or gutters in bad repair.
- ☐ 304.7 Roof draining improperly.
- ☐ 304.17 Building security.

- ☐ 304.9 Overhangs, Awning in bad repair.
- ☐ 304.9 Signs in bad repair.
- ☐ 304.9 Fire escape in bad repair.
- ☐ 304.9 Standpipe in bad repair.

☐ _____

EXTERIOR STRUCTURE (CONT)

- ☐ 304.10 Stairs in bad repair, not anchored.
- ☐ 304.10 Porch, Deck, Balcony in bad repair.
- ☐ 304.11 Chimneys in bad repair.
- ☐ 304.11 Tower or Stack in bad repair.
- ☐ 304.12 Handrails in bad repair.
- ☐ 304.13 Window, skylight and doors.
- ☐ 304.13.1 Glazing.
- ☐ 304.13.2 Windows unable to open.
- ☐ 304.14 Doors in bad repair or missing.
- ☐ 304.15 Basement hatchways.
- ☐ 304.16 Guards for basement windows.

EXTERMINATION

- ☐ 306.1 Insect/rodent infestation.

OTHER

☐ _____

QUESTIONS? CONTACT YOUR CASE MANAGER (BELOW):

Colerain Township Code Enforcement Official
4200 Springdale Rd.
Cincinnati, OH 45251
Phone: 513-385-CODE (2633)

Only your Case Manager can answer questions about your case. If they are not in when you call, they WILL return your call within 1-2 business days. You must provide your contact number for a return call.

TO AVOID PENALTIES, THIS VIOLATION MUST BE CORRECTED WITHIN THE GRACE PERIOD. IF THIS VIOLATION IS NOT CORRECTED WITHIN THE GRACE PERIOD, A CITATION WILL BE ISSUED REQUIRING A PAYOUT FINE OF \$130 OR COURT APPEARANCE.
An appeal from this Notice of Violation is governed under Sections 3.3.2 and 4.4 of the Zoning Resolution and must be filed within 20 days. Contact your Case Manager, identified within the sticker above, for information regarding appealing this Notice.

Certified Mail # 7020 3160 0002 0662 1127
Receipt Requested

Notice of Violation Notice of Condemnation

January 31, 2022

RONALD WELLS
PO BOX 631
MIAMITOWN OH 45041



PREVENT. PROMOTE. PROTECT.

Greg Kesterman
Health Commissioner

250 William Howard Taft Road, 2nd Floor
Cincinnati, OH 45219

Phone 513.946.7800
Fax 513.946.7890

hamiltoncountyhealth.org

Re: 7954 Harrison Ave

Colerain, Twp.

Nuisance # 515243

Dear Mr. Wells:

A site investigation was conducted on January 28th, 2022, at the above referenced property in response to a complaint received by Hamilton County General Health District. This letter details the observations made during the investigation, existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

Observations

At the time of the inspection, I observed home/facility with no utilities including electric, water, and sewage. I observed large amount of solid waste inside and outside of the facility.

In addition, the following photographs were taken during the inspection(s):



1/28/22 Observed unsecured buildings and debris inside and out of facility. ATB



1/28/22 Observed solid debris on the outside of facility. ATB

Violations

ORC 3707.01 states: "The board of health of a city or general health district shall abate and remove all nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons for neglect or refusal to obey such orders."

You are currently in violation of Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67:

- 4.2 Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet, a lavatory and a bathtub or shower, connected to a water and sewer system approved by the Health Commissioner.
- 4.5 Every dwelling and dwelling unit shall be supplied with a potable water supply. There shall be adequate water supply and pressure at all installed hot and cold water outlets.
- 4.15 Exterior property areas and accessory structures shall be free from health, fire, and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance.
- 4.20 Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor or wall-type electric convenience outlets or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room, and public hall shall contain at least one supplied ceiling-or-wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.
- 4.29 No owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary, and fit for human occupancy.

Furthermore, you are currently in violation of ORC Section 3701.01 – Public Health Nuisance.

Pursuant to ORC 3707.99 this/these violation(s) constitute a minor misdemeanor on the first offense and a misdemeanor of the fourth degree on each subsequent offense if you are found guilty of the original

misdemeanor.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. Environmental Sanitation Regulation No. 1-67 states:

- 6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.
- (a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - (b) One that lacks illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
 - (c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

As the owner/tenant of the property, you are responsible for maintaining the property in a clean and sanitary condition. You shall ensure that home has utilities services restored and large amounts of debris and waste removed.

The above actions must be completed by February 28th, 2022. Failure to do so may result in referral of this case to the Environmental Division at the Office of the Hamilton County Prosecuting Attorney.

A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted on or after January 29th, 2022, to ensure corrective actions have been made to remedy the situation. In addition, continued surveillance of the property will be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7961.
tony.buschle@hamilton-co.org

Sincerely,



Anthony T. Buschle RS
Supervisor, Environmental Health Division

CC: Jeremy Hessel, Environmental Health Director

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution for the Demolition of the Property at 2864 Houston Road

Recommend ADOPTION of the Resolution

Rationale:

The property at 2864 Houston Road has become an attractive nuisance, is unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating. In accordance with ORC §505.86(B), Removal, repair or securance of insecure, unsafe buildings or structures, the Colerain Township Fire Department has declared this property as unsafe.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of June, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-22

RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 2864 HOUSTON ROAD

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, or by the Hamilton County Building Department, or has been declared unfit for human habitation by the Hamilton County General Health District, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS, the structure at 2864 Houston Road, in Colerain Township, (parcel no.: 510-0024-0288-00) was found by the Colerain Township Fire Department to be vacant, structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum dated January 26, 2022, a copy of which is attached as Exhibit A; and

WHEREAS, the conditions on this property are negatively impacting adjacent properties; and

WHEREAS, a public hearing was held on May 10, 2022, before the Board of Trustees of Colerain Township, at which all witnesses were duly sworn, gave testimony and presented evidence to the Board that the property is unsafe and insecure; and

WHEREAS, the owner of the land and any and all lienholders of record upon the land were given thirty days notice of the May 10, 2022 public hearing as required by Ohio Revised Code §505.86; and

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

1. The Board specifically finds and hereby determines based on the evidence and testimony presented by duly sworn witnesses at its public hearing on May 10, 2022, that the conditions found at 2864 Houston Road constitute an unsafe and structurally insecure building within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable, insecure and negatively impacting adjacent properties, and

that all owners and lienholders of the land were given proper notice of at least thirty days as required by Ohio Revised Code §505.86; and

2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the structure thereon within 30 days from today's June 14, 2022 hearing whereby they were given notice. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after June 14, 2022, or if no appeal of the Board's decision is filed on or before July 14, 2022, the Director of Development shall cause the building to be demolished, 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 §505.86; and
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 this Resolution shall be effective at the earliest date allowed by law.

Mr./Ms. _____ 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 _____

APPROVED this 14th day of June, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

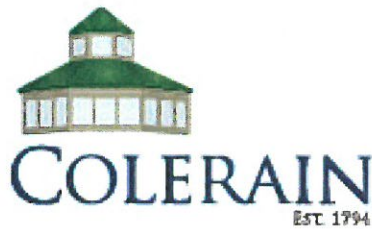
Resolution approved as to form:

Lawrence E. Barbieri (0027106)
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 June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer



Department of Fire & EMS • 4160 Springdale Road • Colerain Township, Ohio 45251
M. Allen Walls, Chief of Department
www.colerain.org
Phone (513) 825-6143 • Fax (513) 245-6163

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

EXHIBIT A

From: Captain Walsh

Re: 2864 Houston Road

Date: 01/26/2022

On January 26, 2022, a site survey/inspection was conducted on the property/structure located at 2864 Houston Road to evaluate the property/structure for unsafe conditions.

The structure listed with photo has been become an attractive nuisance, unsafe, insecure and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating.

In accordance with ORC Section 505.86(B), *Removal, repair or securance of insecure, unsafe buildings or structures* the Colerain Township Fire Department is declaring this property/structure as unsafe.



It is our mission to provide first class all-hazards response and socially responsible programs to the citizens, businesses and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.



COLERAIN TOWNSHIP
NOTICE OF EXTERIOR PROPERTY MAINTENANCE CODE VIOLATION

PROPERTY ADDRESS: 2864 Hoston Rd, Cincinnati, OH

NOTICE ISSUED TO: Ruby Wilson DATE: 1/26/22

VIOLATIONS THAT MUST BE CORRECTED WITHIN (7) DAYS

VACANT STRUCTURES & LAND

- ☐ 301.3 Vacant structures or land not secure.
- ☐ 302.1 Sanitation (not clean/sanitary).
- ☐ 302.2 Drainage (stagnant water).
- ☐ 302.4 Weeds (overgrown grass & weeds).

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pools (not clean/sanitary).

EXTERIOR STRUCTURE

- ☐ 304.1 General (not clean/sanitary).

RUBBISH AND GARBAGE

- ☐ 305.1 Accumulation of rubbish or garbage.
- ☐ 305.2 Disposal of rubbish.
- ☐ 305.2.1 Rubbish storage containers.
- ☐ 305.2.2 Refrigerator outside.

RUBBISH AND GARBAGE (CONT)

- ☐ 305.3 Disposal of garbage.
- ☐ 305.3.1 Containers.

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (20) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.8 Motor vehicles (inoperable or dismantled).

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (60) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.2 Grading (Soil Erosion).
- ☐ 302.3 Sidewalk in bad repair.
- ☐ 302.3 Sidewalk hazardous.
- ☐ 302.3 Driveway in bad repair.
- ☐ 302.3 Driveway hazardous.
- ☐ 302.3 Parking area in bad repair.
- ☐ 302.3 Parking area hazardous.
- ☐ 302.5 Rodent harborage.
- ☐ 302.6 Exhaust vents.
- ☐ 302.7 Accessory structures.
- ☐ 302.9 Defacement of property.
- ☐ 304.8 Features loose or in bad repair.

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pool in bad repair.
- ☐ 303.2 Enclosure gate not self-latching.
- ☐ 303.2 Enclosure missing or broken.
- ☐ 304.9 Exhaust in bad repair.

EXTERIOR STRUCTURE

- ☐ 304.1 General (not in good repair).
- ☐ 304.2 Peeling paint.
- ☐ 304.2 Joints not weather tight.
- ☐ 304.2 Rust.
- ☐ 304.2 Oxidation stains.
- ☐ 304.3 Premises identification.
- ☐ 304.4 Structural members deteriorating.
- ☐ 304.5 Foundation walls cracked or not plumb.
- ☐ 304.6 Exterior walls in bad repair.
- ☐ 304.7 Roof, flashing, or gutters in bad repair.
- ☐ 304.7 Roof draining improperly.
- ☐ 304.17 Building security.
- ☐ 304.9 Overhangs, Awning in bad repair.
- ☐ 304.9 Signs in bad repair.
- ☐ 304.9 Fire escape in bad repair.
- ☐ 304.9 Standpipe in bad repair.

EXTERIOR STRUCTURE (CONT)

- ☐ 304.10 Stairs in bad repair, not anchored.
- ☐ 304.10 Porch, Deck, Balcony in bad repair.
- ☐ 304.11 Chimneys in bad repair.
- ☐ 304.11 Tower or Stack in bad repair.
- ☐ 304.12 Handrails in bad repair.
- ☐ 304.13 Window, skylight and doors.
- ☐ 304.13.1 Glazing.
- ☐ 304.13.2 Windows unable to open.
- ☐ 304.14 Doors in bad repair or missing.
- ☐ 304.15 Basement hatchways.
- ☐ 304.16 Guards for basement windows.

EXTERMINATION

- ☐ 306.1 Insect/rodent infestation.

OTHER

☐ _____

QUESTIONS? CONTACT YOUR CASE MANAGER (BELOW):

Colerain Township Code Enforcement Official
4200 Springdale Rd.
Cincinnati, OH 45251
Phone: 513-385-CODE (2633)

Only your Case Manager can answer questions about your case. If they are not in when you call, they WILL return your call within 1-2 business days. You must provide your contact number for a return call.

TO AVOID PENALTIES, THIS VIOLATION MUST BE CORRECTED WITHIN THE GRACE PERIOD. IF THIS VIOLATION IS NOT CORRECTED WITHIN THE GRACE PERIOD, A CITATION WILL BE ISSUED REQUIRING A PAYOUT FINE OF \$130 OR COURT APPEARANCE. An appeal from this Notice of Violation is governed under Sections 3.3.2 and 4.4 of the Zoning Resolution and must be filed within 20 days. Contact your Case Manager, identified within the sticker above, for information regarding appealing this Notice.

Certified Mail #7019 0160 0000 7517 5090
Receipt Requested

Notice of Violation Notice of Condemnation

June 21, 2019

Ruby Johnson
2864 Houston Road
Cincinnati, OH 45251



PREVENT. PROMOTE. PROTECT.

Timothy Ingram, *Health Commissioner*
250 William Howard Taft Road
Cincinnati, OH 45219
Phone: 513.946.7800 Fax: 513.946.7890
hcph.org

Re: 2864 Houston Road Colerain Township Housing/Nuisance Complaint #49435

Ms. Johnson:

In response to a complaint received by Hamilton County Public Health on May 15, 2019 concerning the above referenced property located in Colerain Township, Ohio, 45251, this letter details observations and existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

Observations

On June 17, 2019, a reinspection of the property was performed. During the inspection, I observed significant damage to the exterior of the home creating large holes/gaps in roof, soffits, and exterior fascia of the building. The following photos were taken at the time of my inspection:

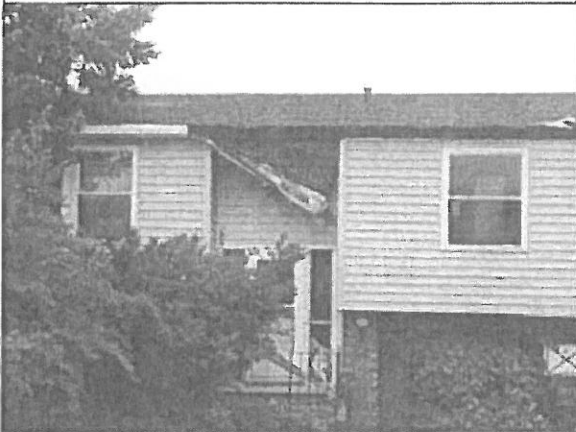


Exterior holes in roof and fascia of the home – EK – 6/17/19



Healthy choices. Healthy lives. Healthy communities.

Damage to soffit/gutters – EK – 6/17/19



**Insulation fallen onto the front porch –
EK – 6/17/19**

Violations

ORC 3707.01 states: "The board of health of a city or general health district shall abate and remove all nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons for neglect or refusal to obey such

orders.”

You are currently in violation of the following sections of **Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67**:

Section 4.17: “Every foundation floor, ceiling, wall and roof shall be reasonably weathertight and rodent proof.”

Furthermore, you are currently in violation of **ORC Section 3701.01 – Public Health Nuisance**.

PURSUANT TO ORC 3707.99 THIS/THESE VIOLATION(S) CONSTITUTE A MINOR MISDEMEANOR ON THE FIRST OFFENSE AND A MISDEMEANOR OF THE FOURTH DEGREE ON EACH SUBSEQUENT OFFENSE, IF YOU ARE FOUND GUILTY OF THE ORIGINAL MINOR MISDEMEANOR.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. **Environmental Sanitation Regulation No. 1-67** states:

- 6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.
- (a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - (b) One that lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
 - (c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

As the owner of the property, you are responsible for maintaining the property in a clean and sanitary condition. **You shall:**

- Repair the damaged surfaces of the home so:
 - They do not pose an animal intrusion hazard and the home is not harboring animals.
 - The home can be safely lived-in without water intrusion into the living spaces of the home.

Failure to do so may result in referral of this case to the Environmental Division at the Office

of the Hamilton County Prosecuting Attorney.

The above actions must be corrected by **Sunday July 21, 2019**. A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted after **Monday July 22, 2019**, to ensure provisions have been made to remedy the situation. In addition, continued surveillance of the property may be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7835 or eric.kepf@hamilton-co.org.

Sincerely,

A handwritten signature in grey ink, appearing to read 'Eric Kepf', with a long horizontal stroke extending to the right.

Eric Kepf R.S.
Sanitarian II
Environmental Health Division

cc: Jeremy Hessel, Environmental Health Director
Scott Puthoff, Environmental Health Supervisor
Chris Cavallaro, Colerain Township Zoning

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution for the Demolition of the Property at 8806 Nabida Drive

Recommend ADOPTION of the Resolution

Rationale:

The property at 8806 Nabida Drive has become an attractive nuisance, is unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating. In accordance with ORC §505.86(B), Removal, repair or securance of insecure, unsafe buildings or structures, the Colerain Township Fire Department has declared this property as unsafe.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of June, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-22

RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 8806 NABIDA DRIVE

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, or by the Hamilton County Building Department, or has been declared unfit for human habitation by the Hamilton County General Health District, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS, the structure at 8806 Nabida Drive, in Colerain Township, (parcel no.: 510-0342-0013-00) was found by the Colerain Township Fire Department to be vacant, structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum dated January 26, 2022, a copy of which is attached as Exhibit A; and

WHEREAS, the conditions on this property are negatively impacting adjacent properties; and

WHEREAS, a public hearing was held on May 10, 2022 before the Board of Trustees of Colerain Township, at which all witnesses were duly sworn, gave testimony and presented evidence to the Board that the property is unsafe and insecure; and

WHEREAS, the owner of the land and any and all lienholders of record upon the land were given thirty days notice of the May 10, 2022 public hearing as required by Ohio Revised Code §505.86; and

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

1. The Board specifically finds and hereby determines based on the evidence and testimony presented by duly sworn witnesses at its public hearing on May 10, 2022 that the conditions found at 8806 Nabida Drive constitute an unsafe and structurally insecure building within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable, insecure and negatively impacting adjacent properties, and

that all owners and lienholders of the land were given proper notice of at least thirty days as required by Ohio Revised Code §505.86; and

2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the structure thereon within 30 days from today's June 14, 2022 hearing whereby they were given notice. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after June 14, 2022, or if no appeal of the Board's decision is filed on or before July 14, 2022, the Director of Development shall cause the building to be demolished, 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 §505.86.
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 this Resolution shall be effective at the earliest date allowed by law.

Mr./Ms. _____ 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 _____

APPROVED this 14th day of June, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

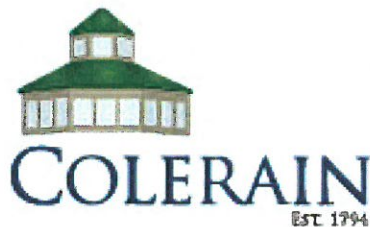
Resolution approved as to form:

Lawrence E. Barbieri (0027106)
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 June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer



Department of Fire & EMS • 4160 Springdale Road • Colerain Township, Ohio 45251
M. Allen Walls, Chief of Department
www.colerain.org
Phone (513) 825-6143 • Fax (513) 245-6163

Trustees: Cathy Ulrich, Dan Unger, Matt Wahler
Fiscal Officer: Jeff Baker
Administrator: Geoff Milz

EXHIBIT A

From: Captain Walsh

Re: 8806 Nabida Drive

Date: 01/26/2022

On January 26, 2022, a site survey and structural inspection was conducted on the property located at 8806 Nabida Drive. The purpose of the survey and inspection was to evaluate the site and structure for unsafe conditions.

The structure, with photo below, has become an attractive nuisance, unsafe, and a risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating.

In accordance with ORC Section 505.86(B), *Removal, repair or securance of insecure, unsafe buildings or structures*, the Colerain Township Fire Department is declaring this structure unsafe.



It is our mission to provide first class all-hazards response and socially responsible programs to the citizens, businesses and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.



COLERAIN TOWNSHIP
NOTICE OF EXTERIOR PROPERTY MAINTENANCE CODE VIOLATION

PROPERTY ADDRESS: 8806 Nabiza Dr, Cincinnati, OH

NOTICE ISSUED TO: Henry C. Egbert, Jr DATE: 1/26/22

VIOLATIONS THAT MUST BE CORRECTED WITHIN (7) DAYS

VACANT STRUCTURES & LAND

- ☐ 301.3 Vacant structures or land not secure.
- ☒ 302.1 Sanitation (not clean/sanitary).
- ☐ 302.2 Drainage (stagnant water).
- ☐ 302.4 Weeds (overgrown grass & weeds).

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pools (not clean/sanitary).

EXTERIOR STRUCTURE

- ☒ 304.1 General (not clean/sanitary).

RUBBISH AND GARBAGE

- ☒ 305.1 Accumulation of rubbish or garbage.
- ☐ 305.2 Disposal of rubbish.
- ☐ 305.2.1 Rubbish storage containers.
- ☐ 305.2.2 Refrigerator outside.

RUBBISH AND GARBAGE (CONT)

- ☐ 305.3 Disposal of garbage.
- ☐ 305.3.1 Containers.

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (20) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.8 Motor vehicles (inoperable or dismantled).

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (60) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.2 Grading (Soil Erosion).
- ☐ 302.3 Sidewalk in bad repair.
- ☐ 302.3 Sidewalk hazardous.
- ☐ 302.3 Driveway in bad repair.
- ☐ 302.3 Driveway hazardous.
- ☐ 302.3 Parking area in bad repair.
- ☐ 302.3 Parking area hazardous.
- ☐ 302.5 Rodent harborage.
- ☐ 302.6 Exhaust vents.
- ☐ 302.7 Accessory structures.
- ☐ 302.9 Defacement of property.
- ☐ 304.8 Features loose or in bad repair.

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pool in bad repair.
- ☐ 303.2 Enclosure gate not self-latching.
- ☐ 303.2 Enclosure missing or broken.
- ☐ 304.9 Exhaust in bad repair.

EXTERIOR STRUCTURE

- ☐ 304.1 General (not in good repair).
- ☐ 304.2 Peeling paint.
- ☐ 304.2 Joints not weather tight.
- ☐ 304.2 Rust.
- ☐ 304.2 Oxidation stains.
- ☐ 304.3 Premises identification.
- ☐ 304.4 Structural members deteriorating.
- ☐ 304.5 Foundation walls cracked or not plumb.
- ☐ 304.6 Exterior walls in bad repair.
- ☒ 304.7 Roof, flashing, or gutters in bad repair.
- ☐ 304.7 Roof draining improperly.
- ☐ 304.17 Building security.
- ☐ 304.9 Overhangs, Awning in bad repair.
- ☐ 304.9 Signs in bad repair.
- ☐ 304.9 Fire escape in bad repair.
- ☐ 304.9 Standpipe in bad repair.

EXTERIOR STRUCTURE (CONT)

- ☐ 304.10 Stairs in bad repair, not anchored.
- ☒ 304.10 Porch, Deck, Balcony in bad repair.
- ☐ 304.11 Chimneys in bad repair.
- ☐ 304.11 Tower or Stack in bad repair.
- ☐ 304.12 Handrails in bad repair.
- ☐ 304.13 Window, skylight and doors.
- ☐ 304.13.1 Glazing.
- ☐ 304.13.2 Windows unable to open.
- ☐ 304.14 Doors in bad repair or missing.
- ☐ 304.15 Basement hatchways.
- ☐ 304.16 Guards for basement windows.

EXTERMINATION

- ☐ 306.1 Insect/rodent infestation.

OTHER

☐ _____

QUESTIONS? CONTACT YOUR CASE MANAGER (BELOW):

Colerain Township Code Enforcement Official
4200 Springdale Rd.
Cincinnati, OH 45251
Phone: 513-385-CODE (2633)

Only your Case Manager can answer questions about your case. If they are not in when you call, they WILL return your call within 1-2 business days. You must provide your contact number for a return call.

TO AVOID PENALTIES, THIS VIOLATION MUST BE CORRECTED WITHIN THE GRACE PERIOD. IF THIS VIOLATION IS NOT CORRECTED WITHIN THE GRACE PERIOD, A CITATION WILL BE ISSUED REQUIRING A PAYOUT FINE OF \$130 OR COURT APPEARANCE.
An appeal from this Notice of Violation is governed under Sections 3.3.2 and 4.4 of the Zoning Resolution and must be filed within 20 days. Contact your Case Manager, identified within the sticker above, for information regarding appealing this Notice.

Certified Mail # 7020 3160 0002 0662 0724
Receipt Requested

Notice of Violation Notice of Condemnation

January 31, 2022

HENRY C EGBERT JR
8806 NABIDA DR
CINCINNATI, OH 45247



PREVENT. PROMOTE. PROTECT.

*Greg Kesterman
Health Commissioner*

*250 William Howard Taft Road, 2nd Floor
Cincinnati, OH 45219*

*Phone 513.946.7800
Fax 513.946.7890*

hamiltoncountyhealth.org

Re: 8806 Nabida dr Colerain, Twp Nuisance # 515419

Dear Henry C Egbert Jr:

A site investigation was conducted on January 28th, 2022, at the above referenced property in response to a complaint received by Hamilton County General Health District. This letter details the observations made during the investigation, existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

Observations

At the time of the inspection, I observed the home with no utilities including electric, water, and sewage. In addition, the following photographs were taken during the inspection(s):



1/28 No utilities ATB

Violations

ORC 3707.01 states: "The board of health of a city or general health district shall abate and remove all nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons for neglect or refusal to obey such orders."

You are currently in violation of Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67:

- 4.2 Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet, a lavatory and a bathtub or shower, connected to a water and sewer system approved by the Health Commissioner.
- 4.5 Every dwelling and dwelling unit shall be supplied with a potable water supply. There shall be adequate water supply and pressure at all installed hot and cold water outlets.
- 4.15 Exterior property areas and accessory structures shall be free from health, fire, and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance.
- 4.20 Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor or wall-type electric convenience outlets or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room, and public hall shall contain at least one supplied ceiling-or-wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.
- 4.29 No owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary, and fit for human occupancy.

Furthermore, you are currently in violation of ORC Section 3701.01 – Public Health Nuisance.

Pursuant to ORC 3707.99 this/these violation(s) constitute a minor misdemeanor on the first offense and a misdemeanor of the fourth degree on each subsequent offense if you are found guilty of the original misdemeanor.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. Environmental Sanitation Regulation No. 1-67 states:

- 6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.
 - (a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - (b) One that lacks illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
 - (c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

As the owner of the property, you are responsible for maintaining the property in a clean and sanitary condition. You shall ensure that home has utilities services restored and large amounts of debris and waste removed.

The above actions must be completed by February 28th, 2022. Failure to do so may result in referral of this case to the Environmental Division at the Office of the Hamilton County Prosecuting Attorney.

A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted on or after February 28th, 2022, to ensure corrective actions have been made to remedy the situation. In addition, continued surveillance of the property will be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7961
tony.buschle@hamilton-co.org

Sincerely,



Anthony T. Buschle-RS
Supervisor, Environmental Health Division

CC: Jeremy Hessel, Environmental Health Director

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution for the Demolition of the Property at 3483 Niagara Street

Recommend ADOPTION of the Resolution

Rationale:

The property at 3483 Niagara Street has become an attractive nuisance, is unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating. In accordance with ORC §505.86(B), Removal, repair or securance of insecure, unsafe buildings or structures, the Colerain Township Fire Department has declared this property as unsafe.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of June, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-22

RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 3483 NIAGARA STREET

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, or by the Hamilton County Building Department, or has been declared unfit for human habitation by the Hamilton County General Health District, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS, the structure at 3483 Niagara Street, in Colerain Township, (parcel no.: 510-0112-0019-00) was found by the Colerain Township Fire Department to be vacant, structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum dated January 26, 2022, a copy of which is attached as Exhibit A; and

WHEREAS, the conditions on this property are negatively impacting adjacent properties; and

WHEREAS, a public hearing was held on May 10, 2022 before the Board of Trustees of Colerain Township, at which all witnesses were duly sworn, gave testimony and presented evidence to the Board that the property is unsafe and insecure; and

WHEREAS, the owner of the land and any and all lienholders of record upon the land were given thirty days notice of the May 10, 2022 public hearing as required by Ohio Revised Code §505.86; and

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

1. The Board specifically finds and hereby determines based on the evidence and testimony presented by duly sworn witnesses at its public hearing on May 10, 2022 that the conditions found at 3483 Niagara Street constitute an unsafe and structurally insecure building within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable, insecure and negatively impacting adjacent

properties, and that all owners and lienholders of the land were given proper notice of at least thirty days as required by Ohio Revised Code §505.86; and

2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the structure thereon within 30 days from today's June 14, 2022 hearing whereby they were given notice. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after June 14, 2022, or if no appeal of the Board's decision is filed on or before July 14, 2022, the Director of Development shall cause the building to be demolished, 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 §505.86; and
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 this Resolution shall be effective at the earliest date allowed by law.

Mr./Ms. _____ 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 _____

APPROVED this 14th day of June, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

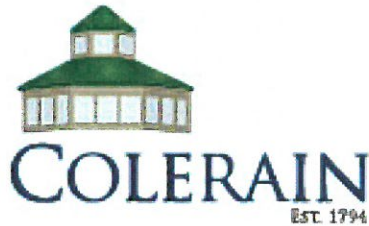
Resolution approved as to form:

Lawrence E. Barbieri (0027106)
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 June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer



Department of Fire & EMS • 4160 Springdale Road • Colerain Township, Ohio 45251
M. Allen Walls, Chief of Department
www.colerain.org
Phone (513) 825-6143 • Fax (513) 245-6163

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

EXHIBIT A

From: Captain Walsh

Re: 3483 Niagara Street

Date: 01/26/2022

On January 26, 2022, a site survey and structural inspection was conducted on the property located at 3483 Niagara Street. The purpose of the survey and inspection was to evaluate the site and structure for unsafe conditions.

The structure, with photo below, has become an attractive nuisance, unsafe, and a risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating.

In accordance with ORC Section 505.86(B), *Removal, repair or securance of insecure, unsafe buildings or structures*, the Colerain Township Fire Department is declaring this structure unsafe.



It is our mission to provide first class all-hazards response and socially responsible programs to the citizens, businesses and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.

Certified Mail # 7020 3160 0002 0662 0748
Receipt Requested

Notice of Violation Notice of Condemnation

January 31, 2022

SAMECA SIMPSON
3483 NIAGARA ST
CINCINNATI, OH 45247



PREVENT. PROMOTE. PROTECT.

*Greg Kesterman
Health Commissioner*

*250 William Howard Taft Road, 2nd Floor
Cincinnati, OH 45219*

*Phone 513.946.7800
Fax 513.946.7890*

hamiltoncountyhealth.org

Re: 3484 Niagara Colerain, Twp Nuisance # 515423

Dear Sameca Simpson:

A site investigation was conducted on January 28th, 2022, at the above referenced property in response to a complaint received by Hamilton County General Health District. This letter details the observations made during the investigation, existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

Observations

At the time of the inspection, I observed the home with no utilities including electric, water, and sewage. In addition, the following photographs were taken during the inspection(s):



1/28 No utilities ATB

1/28 No utilities ATB

Violations

ORC 3707.01 states: "The board of health of a city or general health district shall abate and remove all nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons

Page 1 of 3

for neglect or refusal to obey such orders.”

You are currently in violation of Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67:

- 4.2 Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet, a lavatory and a bathtub or shower, connected to a water and sewer system approved by the Health Commissioner.
- 4.5 Every dwelling and dwelling unit shall be supplied with a potable water supply. There shall be adequate water supply and pressure at all installed hot and cold water outlets.
- 4.15 Exterior property areas and accessory structures shall be free from health, fire, and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance.
- 4.20 Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor or wall-type electric convenience outlets or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room, and public hall shall contain at least one supplied ceiling-or-wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.
- 4.29 No owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary, and fit for human occupancy.

Furthermore, you are currently in violation of ORC Section 3701.01 – Public Health Nuisance.

Pursuant to ORC 3707.99 this/these violation(s) constitute a minor misdemeanor on the first offense and a misdemeanor of the fourth degree on each subsequent offense if you are found guilty of the original misdemeanor.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. Environmental Sanitation Regulation No. 1-67 states:

- 6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.
 - (a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - (b) One that lacks illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
 - (c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

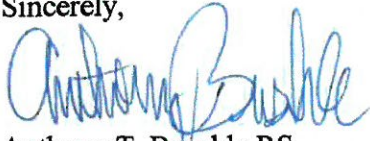
As the owner of the property, you are responsible for maintaining the property in a clean and sanitary condition. You shall ensure that home has utilities services restored and large amounts of debris and waste removed.

The above actions must be completed by February 28th, 2022. Failure to do so may result in referral of this case to the Environmental Division at the Office of the Hamilton County Prosecuting Attorney.

A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted on or after February 28th, 2022, to ensure corrective actions have been made to remedy the situation. In addition, continued surveillance of the property will be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7961
tony.buschle@hamilton-co.org

Sincerely,



Anthony T. Buschle RS
Supervisor, Environmental Health Division

CC: Jeremy Hessel, Environmental Health Director



COLERAIN TOWNSHIP
NOTICE OF EXTERIOR PROPERTY MAINTENANCE CODE VIOLATION

PROPERTY ADDRESS: 3483 Niagara St, Cincinnati, OH

NOTICE ISSUED TO: Samira Simpson DATE: 1/26/22

VIOLATIONS THAT MUST BE CORRECTED WITHIN (7) DAYS

VACANT STRUCTURES & LAND

- ☐ 301.3 Vacant structures or land not secure.
- ☐ 302.1 Sanitation (not clean/sanitary).
- ☐ 302.2 Drainage (stagnant water).
- ☐ 302.4 Weeds (overgrown grass & weeds).

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pools (not clean/sanitary).

EXTERIOR STRUCTURE

- ☐ 304.1 General (not clean/sanitary).

RUBBISH AND GARBAGE

- ☐ 305.1 Accumulation of rubbish or garbage.
- ☐ 305.2 Disposal of rubbish.
- ☐ 305.2.1 Rubbish storage containers.
- ☐ 305.2.2 Refrigerator outside.

RUBBISH AND GARBAGE (CONT)

- ☐ 305.3 Disposal of garbage.
- ☐ 305.3.1 Containers.

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (20) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.8 Motor vehicles (inoperable or dismantled).

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (60) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.2 Grading (Soil Erosion).
- ☐ 302.3 Sidewalk in bad repair.
- ☐ 302.3 Sidewalk hazardous.
- ☐ 302.3 Driveway in bad repair.
- ☐ 302.3 Driveway hazardous.
- ☐ 302.3 Parking area in bad repair.
- ☐ 302.3 Parking area hazardous.
- ☐ 302.5 Rodent harborage.
- ☐ 302.6 Exhaust vents.
- ☐ 302.7 Accessory structures.
- ☐ 302.9 Defacement of property.
- ☐ 304.8 Features loose or in bad repair.

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pool in bad repair.
- ☐ 303.2 Enclosure gate not self-latching.
- ☐ 303.2 Enclosure missing or broken.
- ☐ 304.9 Exhaust in bad repair.

EXTERIOR STRUCTURE

- ☐ 304.1 General (not in good repair).
- ☐ 304.2 Peeling paint.
- ☐ 304.2 Joints not weather tight.
- ☐ 304.2 Rust.
- ☐ 304.2 Oxidation stains.
- ☐ 304.3 Premises identification.
- ☐ 304.4 Structural members deteriorating.
- ☐ 304.5 Foundation walls cracked or not plumb.
- ☐ 304.6 Exterior walls in bad repair.
- ☐ 304.7 Roof, flashing, or gutters in bad repair.
- ☐ 304.7 Roof draining improperly.
- ☐ 304.17 Building security.
- ☐ 304.9 Overhangs, Awning in bad repair.
- ☐ 304.9 Signs in bad repair.
- ☐ 304.9 Fire escape in bad repair.
- ☐ 304.9 Standpipe in bad repair.

EXTERIOR STRUCTURE (CONT)

- ☐ 304.10 Stairs in bad repair, not anchored.
- ☐ 304.10 Porch, Deck, Balcony in bad repair.
- ☐ 304.11 Chimneys in bad repair.
- ☐ 304.11 Tower or Stack in bad repair.
- ☐ 304.12 Handrails in bad repair.
- ☐ 304.13 Window, skylight and doors.
- ☐ 304.13.1 Glazing.
- ☐ 304.13.2 Windows unable to open.
- ☐ 304.14 Doors in bad repair or missing.
- ☐ 304.15 Basement hatchways.
- ☐ 304.16 Guards for basement windows.

EXTERMINATION

- ☐ 306.1 Insect/rodent infestation.

OTHER

☐ _____

QUESTIONS? CONTACT YOUR CASE MANAGER (BELOW):

Colerain Township Code Enforcement Official
4200 Springdale Rd.
Cincinnati, OH 45251
Phone: 513-385-CODE (2633)

Only your Case Manager can answer questions about your case. If they are not in when you call, they WILL return your call within 1-2 business days. You must provide your contact number for a return call.

TO AVOID PENALTIES, THIS VIOLATION MUST BE CORRECTED WITHIN THE GRACE PERIOD. IF THIS VIOLATION IS NOT CORRECTED WITHIN THE GRACE PERIOD, A CITATION WILL BE ISSUED REQUIRING A PAYOUT FINE OF \$130 OR COURT APPEARANCE.
An appeal from this Notice of Violation is governed under Sections 3.3.2 and 4.4 of the Zoning Resolution and must be filed within 20 days. Contact your Case Manager, identified within the sticker above, for information regarding appealing this Notice.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Resolution for the Demolition of the Property at 3484 Niagara Street

Recommend ADOPTION of the Resolution

Rationale:

The property at 3484 Niagara Street has become an attractive nuisance, is unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating. In accordance with ORC §505.86(B), Removal, repair or securance of insecure, unsafe buildings or structures, the Colerain Township Fire Department has declared this property as unsafe.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of June, 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-22

RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 3484 NIAGARA STREET

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, or by the Hamilton County Building Department, or has been declared unfit for human habitation by the Hamilton County General Health District, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS, the structure at 3484 Niagara Street, in Colerain Township, (parcel no.: 510-0112-0035-00) was found by the Colerain Township Fire Department to be vacant, structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum dated January 26, 2022, a copy of which is attached as Exhibit A; and

WHEREAS, the conditions on this property are negatively impacting adjacent properties; and

WHEREAS, a public hearing was held on May 10, 2022 before the Board of Trustees of Colerain Township, at which all witnesses were duly sworn, gave testimony and presented evidence to the Board that the property is unsafe and insecure; and

WHEREAS, the owner of the land and any and all lienholders of record upon the land were given thirty days notice of the May 10, 2022 public hearing as required by Ohio Revised Code §505.86; and

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

1. The Board specifically finds and hereby determines based on the evidence and testimony presented by duly sworn witnesses at its public hearing on May 10, 2022 that the conditions found at 3484 Niagara Street constitute an unsafe and structurally insecure building within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable, insecure and negatively impacting adjacent

properties, and that all owners and lienholders of the land were given proper notice of at least thirty days as required by Ohio Revised Code §505.86; and

2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the structure thereon within 30 days from today's June 14, 2022 hearing whereby they were given notice. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after June 14, 2022, or if no appeal of the Board's decision is filed on or before July 14, 2022, the Director of Development shall cause the building to be demolished, 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 §505.86; and
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 this Resolution shall be effective at the earliest date allowed by law.

Mr./Ms. _____ 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 _____

APPROVED this 14th day of June, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

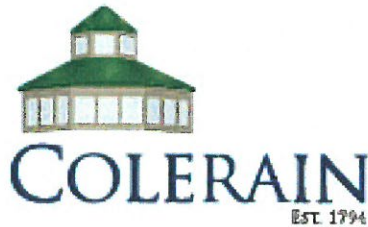
Resolution approved as to form:

Lawrence E. Barbieri (0027106)
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 June, 2022.

Jeff Baker,
Colerain Township Fiscal Officer



Department of Fire & EMS • 4160 Springdale Road • Colerain Township, Ohio 45251
M. Allen Walls, Chief of Department
www.colerain.org
Phone (513) 825-6143 • Fax (513) 245-6163

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

EXHIBIT A

From: Captain Walsh

Re: 3484 Niagara Street

Date: 01/26/2022

On January 26, 2022, a site survey and structural inspection was conducted on the property located at 3484 Niagara Street. The purpose of the survey and inspection was to evaluate the site and structure for unsafe conditions.

The structure, with photo below, has become an attractive nuisance, unsafe, and a risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating.

In accordance with ORC Section 505.86(B), *Removal, repair or securance of insecure, unsafe buildings or structures*, the Colerain Township Fire Department is declaring this structure unsafe.



It is our mission to provide first class all-hazards response and socially responsible programs to the citizens, businesses and visitors of Colerain Township with an engaged team of professionals that values involvement in our community.

Certified Mail # 7020 3160 0002 0662 0731
Receipt Requested

Notice of Violation Notice of Condemnation

January 31, 2022

CHARLES D MARTIN
3484 NIAGARA
CINCINNATI, OH 45247



PREVENT. PROMOTE. PROTECT.

Greg Kesterman
Health Commissioner

250 William Howard Taft Road, 2nd Floor
Cincinnati, OH 45219

Phone 513.946.7800
Fax 513.946.7890

hamiltoncountyhealth.org

Re: 3484 Niagara Colerain, Twp Nuisance # 515421

Dear Charles D Martin:

A site investigation was conducted on January 28th, 2022, at the above referenced property in response to a complaint received by Hamilton County General Health District. This letter details the observations made during the investigation, existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

Observations

At the time of the inspection, I observed the home with no utilities including electric, water, and sewage. In addition, the following photographs were taken during the inspection(s):



1/28 No utilities BB

Violations

ORC 3707.01 states: "The board of health of a city or general health district shall abate and remove all nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons for neglect or refusal to obey such orders."

You are currently in violation of **Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67**:

- 4.2 Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet, a lavatory and a bathtub or shower, connected to a water and sewer system approved by the Health Commissioner.
- 4.5 Every dwelling and dwelling unit shall be supplied with a potable water supply. There shall be adequate water supply and pressure at all installed hot and cold water outlets.
- 4.15 Exterior property areas and accessory structures shall be free from health, fire, and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance.
- 4.20 Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor or wall-type electric convenience outlets or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room, and public hall shall contain at least one supplied ceiling-or-wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.
- 4.29 No owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary, and fit for human occupancy.

Furthermore, you are currently in violation of ORC Section 3701.01 – Public Health Nuisance.

Pursuant to ORC 3707.99 this/these violation(s) constitute a minor misdemeanor on the first offense and a misdemeanor of the fourth degree on each subsequent offense if you are found guilty of the original misdemeanor.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. Environmental Sanitation Regulation No. 1-67 states:

- 6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.
 - (a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - (b) One that lacks illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
 - (c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

As the owner of the property, you are responsible for maintaining the property in a clean and sanitary condition.

You shall ensure that home has utilities services restored and large amounts of debris and waste removed.

The above actions must be completed by February 28th, 2022. Failure to do so may result in referral of this case to the Environmental Division at the Office of the Hamilton County Prosecuting Attorney.

A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted on or after February 28th, 2022, to ensure corrective actions have been made to remedy the situation. In addition, continued surveillance of the property will be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7961
tony.buschle@hamilton-co.org

Sincerely,



Anthony T. Buschle RS
Supervisor, Environmental Health Division

CC: Jeremy Hessel, Environmental Health Director



COLERAIN TOWNSHIP
NOTICE OF EXTERIOR PROPERTY MAINTENANCE CODE VIOLATION

PROPERTY ADDRESS: 3484 Niagara St, Cincinnati, OH

NOTICE ISSUED TO: Charles D. Martin DATE: 1/26/20

VIOLATIONS THAT MUST BE CORRECTED WITHIN (7) DAYS

VACANT STRUCTURES & LAND

- ☐ 301.3 Vacant structures or land not secure.
- ☐ 302.1 Sanitation (not clean/sanitary).
- ☐ 302.2 Drainage (stagnant water).
- ☐ 302.4 Weeds (overgrown grass & weeds).

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pools (not clean/sanitary).

EXTERIOR STRUCTURE

- ☐ 304.1 General (not clean/sanitary).

RUBBISH AND GARBAGE

- ☐ 305.1 Accumulation of rubbish or garbage.
- ☐ 305.2 Disposal of rubbish.
- ☐ 305.2.1 Rubbish storage containers.
- ☐ 305.2.2 Refrigerator outside.

RUBBISH AND GARBAGE (CONT)

- ☐ 305.3 Disposal of garbage.
- ☐ 305.3.1 Containers.

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (20) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.8 Motor vehicles (inoperable or dismantled).

OTHER

☐ _____

VIOLATIONS THAT MUST BE CORRECTED WITHIN (60) DAYS

VACANT STRUCTURES & LAND

- ☐ 302.2 Grading (Soil Erosion).
- ☐ 302.3 Sidewalk in bad repair.
- ☐ 302.3 Sidewalk hazardous.
- ☐ 302.3 Driveway in bad repair.
- ☐ 302.3 Driveway hazardous.
- ☐ 302.3 Parking area in bad repair.
- ☐ 302.3 Parking area hazardous.
- ☐ 302.5 Rodent harborage.
- ☐ 302.6 Exhaust vents.
- ☐ 302.7 Accessory structures.
- ☐ 302.9 Defacement of property.
- ☐ 304.8 Features loose or in bad repair.

POOLS, SPAS, & HOT TUBS

- ☐ 303.1 Swimming pool in bad repair.
- ☐ 303.2 Enclosure gate not self-latching.
- ☐ 303.2 Enclosure missing or broken.
- ☐ 304.9 Exhaust in bad repair.

EXTERIOR STRUCTURE

- ☐ 304.1 General (not in good repair).
- ☐ 304.2 Peeling paint.
- ☐ 304.2 Joints not weather tight.
- ☐ 304.2 Rust.
- ☐ 304.2 Oxidation stains.
- ☐ 304.3 Premises identification.
- ☐ 304.4 Structural members deteriorating.
- ☐ 304.5 Foundation walls cracked or not plumb.
- ☐ 304.6 Exterior walls in bad repair.
- ☐ 304.7 Roof, flashing, or gutters in bad repair.
- ☐ 304.7 Roof draining improperly.
- ☐ 304.17 Building security.
- ☐ 304.9 Overhangs, Awning in bad repair.
- ☐ 304.9 Signs in bad repair.
- ☐ 304.9 Fire escape in bad repair.
- ☐ 304.9 Standpipe in bad repair.
- ☐ _____

EXTERIOR STRUCTURE (CONT)

- ☐ 304.10 Stairs in bad repair, not anchored.
- ☐ 304.10 Porch, Deck, Balcony in bad repair.
- ☐ 304.11 Chimneys in bad repair.
- ☐ 304.11 Tower or Stack in bad repair.
- ☐ 304.12 Handrails in bad repair.
- ☐ 304.13 Window, skylight and doors.
- ☐ 304.13.1 Glazing.
- ☐ 304.13.2 Windows unable to open.
- ☐ 304.14 Doors in bad repair or missing.
- ☐ 304.15 Basement hatchways.
- ☐ 304.16 Guards for basement windows.

EXTERMINATION

- ☐ 306.1 Insect/rodent infestation.

OTHER

☐ _____

QUESTIONS? CONTACT YOUR CASE MANAGER (BELOW):

Colerain Township Code Enforcement Official
4200 Springdale Rd.
Cincinnati, OH 45251
Phone: 513-385-CODE (2633)

Only your Case Manager can answer questions about your case. If they are not in when you call, they WILL return your call within 1-2 business days. You must provide your contact number for a return call.

TO AVOID PENALTIES, THIS VIOLATION MUST BE CORRECTED WITHIN THE GRACE PERIOD. IF THIS VIOLATION IS NOT CORRECTED WITHIN THE GRACE PERIOD, A CITATION WILL BE ISSUED REQUIRING A PAYOUT FINE OF \$130 OR COURT APPEARANCE.
An appeal from this Notice of Violation is governed under Sections 3.3.2 and 4.4 of the Zoning Resolution and must be filed within 20 days. Contact your Case Manager, identified within the sticker above, for information regarding appealing this Notice.

OLD BUSINESS

Department: Administration

Department

Director:

Strategic Plan

Goal:

Discussion of Fire Station Funding Options

Rationale:

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: Adam McKay .

The wage for this job is \$25.48 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on June 15, 2022.

CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, Administrator

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

New Hire - Summer Camp Counselors - Public Services

Recommend approval of all consent items.

Rationale:

The position of Summer Camp Counselor was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals: Brian Doyle and Brady Bowden.

The wage for this job is \$10 per hour for 40 hours per week. Contingent upon Board approval, they would be eligible to begin work on June 15, 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: 166 Position Number: 5116

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: Brian Doyle

Hourly rate: \$10.00 Employee Supervisor: Leah/McMillan/Tawanna Molter

Min/Max hours/week: 40 hours max

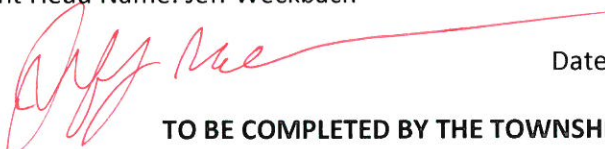
Proposed start date: June 15, 2022 Eligibility Date: June 15, 2022

Tentative schedule of hours: Monday-Friday, 8:30 AM to 12:30 PM

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Jeff Weckbach

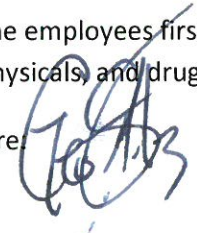
Signature: 

Date: 06/01/2022

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: 06/15/2022

Administrator Signature: 

Date: 6.6.22

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: 02/17/2022

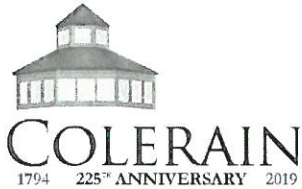
Date posting closed: Open

Interview Committee: Leah McMillan; Tawanna Molter

Interview dates: 5/23/22

Number of applications: 8

Number of candidates interviewed: 8



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: 166 Position Number: 5117

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: Brady Bowden

Hourly rate: \$10.00 Employee Supervisor: Leah McMillan/Tawanna Molter

Min/Max hours/week: 40 hours max

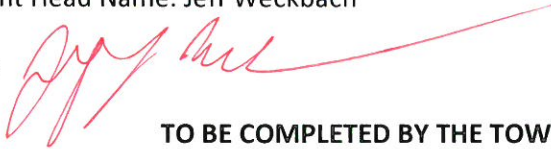
Proposed start date: June 15, 2022 Eligibility Date: June 15, 2022

Tentative schedule of hours: Monday-Friday, 8:30 AM to 12:30 PM

Does this position supervise staff? ☐ Yes ☒ No

Comments:

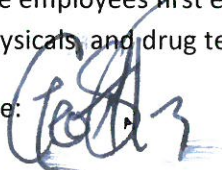
Department Head Name: Jeff Weckbach

Signature:  Date: 06/01/2022

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: 06/15/2022

Administrator Signature:  Date: 6.6.22

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: 02/17/2022

Date posting closed: Open

Interview Committee: Leah McMillan; Tawanna Molter

Interview dates: 5/23/22

Number of applications: 8

Number of candidates interviewed: 8

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 - Part-Time Firefighter/EMT - Department of Fire and EMS

Recommend approval of all consent items.

Rationale:

The position of Part-Time Firefighter/EMT was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals:

1. Nicholas Baur
2. Jeremy Boggess
3. Aaron Dewald
4. Charles Graham
5. Samuel Greenlee
6. Linnea Head
7. Michael Horton
8. Gavin Shannon
9. Zachary Vondohre
10. Anthony Washington
11. Sam Woodward

The wage for this job is \$14.94 per hour for 30 hours per week. Contingent upon Board approval, they would be eligible to begin work on June 20, 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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2463- PT Firefighter

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: Samuel Woodward

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

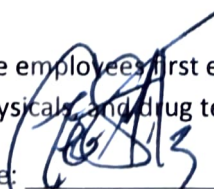
Signature: Allen Walls

Date: June 6th, 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, physical and drug tests is: June 20th, 2022

Administrator Signature: 

Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2440- PT Firefighter

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: Anthony Washington

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: _____

Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2410- PT Firefighter

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: Zachary Vondohre

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: _____

Date: _____

6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2465- PT Firefighter

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: Gavin Shannon

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

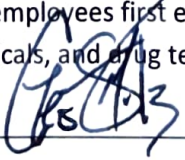
Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: 

Date: 

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: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



COLERAIN
1794 225th ANNIVERSARY 2019

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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2460- PT Firefighter

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: Michael Horton

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

Signature: Allen Walls Date: June 6th, 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: June 20th, 2022

Administrator Signature:  Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2437- PT Firefighter

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: Linnea Head

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

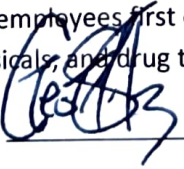
Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: 

Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2437- PT Firefighter

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: Linnea Head

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

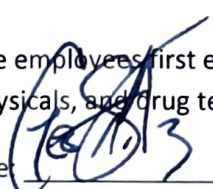
Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: 

Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130 PT Firefighter Position Number: 2437- PT Firefighter

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: Samuel Greenlee

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

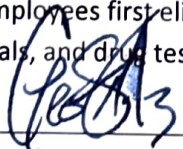
Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: 

Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2444- PT Firefighter

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: Charles Graham

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

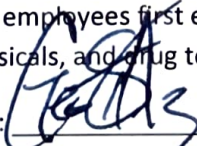
Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: 

Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2422- PT Firefighter

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: Aaron Dewald

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

Signature: Allen Walls Date: June 6th, 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: June 20th, 2022

Administrator Signature: _____

Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT Firefighter Position Number: 2463- PT Firefighter

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: Nicholas Baur

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: _____

Date: 6.8.22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30



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 6/14/2022

Job Code: 130- PT FireFighter Position Number: 2431- PT Firefighter

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: Jeremy Boggess

Hourly rate: \$14.94 Employee Supervisor: Bradley Miller

Min/Max hours/week: 30

Proposed start date: June 20th, 2022 Eligibility Date: June 20th, 2022

Tentative schedule of hours: Rotating 24 hours once per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Part-time Firefighter EMT-B

Department Head Name: Allen Walls

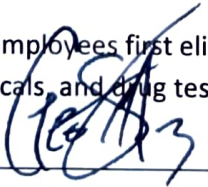
Signature: Allen Walls

Date: June 6th, 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: June 20th, 2022

Administrator Signature: 

Date: 6/8/22

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: Ongoing

Date of initial posting: Ongoing

Date posting closed: Ongoing

Interview Committee: Jennifer Ploeger, Chris Hopkins, Allen Coley, Brad Miller

Interview dates: November 17th, 2021

Number of applications: 38

Number of candidates interviewed: 30

CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, Administrator

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

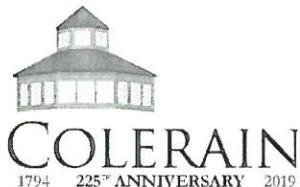
New Hire - Seasonal Maintenance Worker - Public Services

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: Jake Branigan and Mikayla Baldwin.

The wage for this job is \$13 per hour for 40 hours per week. Contingent upon Board approval, they would be eligible to begin work on June 15, 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 6/14/2022

Job Code: 163- Seasonal Maintenance Position Number: 5109- Seasonal Maintenance

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: Jake Branigan

Hourly rate: \$13.00 Employee Supervisor: Roger Krebs

Min/Max hours/week: 40 hours max

Proposed start date: 6/15/2022 Eligibility Date: 6/15/2022

Tentative schedule of hours: Monday-Friday, 8:30 AM to 12:30 PM

Does this position supervise staff? ☒ Yes ☐ No

Comments: NA

Department Head Name: Jeff Weckbach

Signature: Jeff Weckbach

Date: 6/3/22

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: 6/15/2022

Administrator Signature: [Signature]

Date: 6.6.22

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

Interview Committee: Roger Krebs, Geoff Payne

Interview dates: 6/2/2022

Number of applications: 10

Number of candidates interviewed: 8

CONSENT ITEMS

Department: Administration

Department Director: Jeff McElravy, Finance Director

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

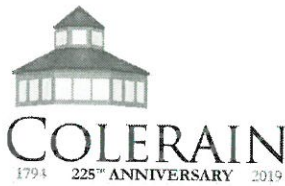
New Hire - Accounting Specialist - Finance Department

Recommend approval of all consent items.

Rationale:

The position of Account Specialist was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Karen Smith.

The wage for this job is \$22.59 per hour for 40 hours per week. Contingent upon Board approval, she would be eligible to begin work on June 27, 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 6/14/2022

Job Code: 105- Accounting Specialist Position Number: 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: Karen Smith

Hourly rate: \$22.59 Employee Supervisor: Jeff McElravy

Min/Max hours/week: 40

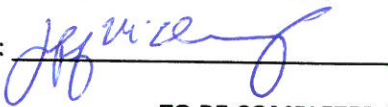
Proposed start date: 06/27/2022 Eligibility Date: 06/27/2022

Tentative schedule of hours: 40 hours

Does this position supervise staff? ☐ Yes ☒ No

Comments: NA

Department Head Name: Jeff McElravy

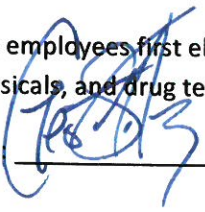
Signature: 

Date: 6/9/22

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: 06/14/2022

Administrator Signature: 

Date: 6.10.22

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: 05/13/2022

Date posting closed: Open

Interview Committee: R.Edwards, C.Miller, G.Carter, S.Thurmond

Interview dates: 05/31/2022

Number of applications: 1, prior to this the position was posted on 3/03/2022 with 3+ interviewed

Number of candidates interviewed: 5

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS

Recommend approval of all consent items.

Rationale:

The position of Firefighter/Paramedic was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual:

1. Stephen Bischoff.

The wage for this job is \$18.20 per hour (\$50,149.00 annually) for 53 hours per week. Contingent upon Board approval, he would be eligible to begin work on June 26, 2022.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Stephen Bischoff Department: Fire & EMS
Board Approved _____
Date: 6/14/2022 Date Effective: 6/26/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/Medic Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: 06/25/2022
Full-Time: ☒ Start Date: 06/26/2022

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Part-Time Firefighter/EMT</u>	Title/Dept: <u>Full-Time Firefighter/Medic Fire</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>\$14.94 hourly</u>	Salary: <u>\$50,149.00/\$18.20</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: Fire

Department Director: Allen Walls, Fire Chief

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

Promotion - Part-Time Firefighter/EMT - Department of Fire and EMS

Recommend approval of all consent items.

Rationale:

The position of Part-Time Firefighter/EMT was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals:

1. Shane McNally
2. Carson Settergren

The wage for this job is \$14.94 per hour for 30 hours per week. Contingent upon Board approval, they would be eligible to begin work on June 20, 2022.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Carson Settergreen Department: Fire & EMS
Board Approved _____
Date: 6/14/2022 Date Effective: 6/20/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: Part-Time Firefighter/EMT Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☒ Start Date: 4/18/2022 End Date: 6/19/2022
Full-Time: ☐ Start Date: _____

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Seasonal Fire Hydrant Maintenance</u>	Title/Dept: <u>Part-Time Firefighter/EMT</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>\$11.33 hourly</u>	Salary: <u>\$14.94 hourly</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 _____ Date
COBRA Rights? _____ 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 ☐

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Shane McNally Department: Fire & EMS
Board Approved _____
Date: 6/14/2022 Date Effective: 6/20/2022

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: Part-Time Firefighter/EMT Supervisor: Chief Allen Walls
Rehire: ☐
Part-Time: ☒ Start Date: 4/18/2022 End Date: 6/19/2022
Full-Time: ☐ Start Date: _____

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Seasonal Fire Hydrant Maintenance</u>	Title/Dept: <u>Part-Time Firefighter/EMT</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Salary: ☒	Salary: <u>\$11.33 hourly</u>	Salary: <u>\$14.94 hourly</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 _____ Date
COBRA Rights? _____ 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: Police

Department Director: Mark Denney, Police Chief

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

Contract - Hamilton County Public Health - Grant Agreement

Recommend approval of all consent items.

Rationale:

This grant agreement allows for our Police Department to receive \$80,000.00 for the purpose of purchasing two all-terrain vehicles.

**MEMORANDUM OF UNDERSTANDING
BETWEEN Hamilton County Public Health
AND Colerain Police Department**

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Hamilton County General Health District dba Hamilton County Public Health whose address is 250 William Howard Taft Rd, 2nd Fl, Cincinnati, OH 45219, and Colerain Police Department whose address is 4200 Springdale Rd, Cincinnati, OH 45251.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which Hamilton County Public Health (HCPH) will provide Colerain Police Department monies via the Overdose Data to Action (OD2A) grant to provide two all-terrain vehicles custom fit for use by the Colerain Police Department to assist in the provision of proactive distribution of harm reduction supplies and addiction resources as identified under "responsibilities" below.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until August 31, 2022. This MOU may be terminated, without cause, by either party upon 10 days written notice, which notice shall be delivered by e-mailed, delivered by hand, or by certified mail to the address listed above.

4. Responsibilities of Hamilton County Public Health. HCPH shall provide \$80,000 to Colerain Police Department to purchase two all-terrain vehicles to assist in proactive outreach for the distribution of harm reduction supplies and educational resources for links to care and recovery support. In addition, the vehicles may also be utilized for emergency response and community events.

6. Responsibilities of Colerain Police Department: Colerain Police Department will provide proof of purchase of the all-terrain vehicles. Colerain Police Department will meet with HCPH to develop a written plan on the proactive harm reduction efforts and develop outcome targets for this effort.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

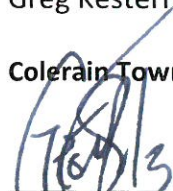
The effective date of this MOU is the date of the signature last affixed to this page.

Hamilton County Public Health

Greg Kesterman, Health Commissioner

Date

Colerain Township



Geoff Milz, Township Administrator



Date

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

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

Contract - Council on Aging - Meals

Recommend approval of all consent items.

Rationale:

This contract establishes a service and funding schedule for the services provided by the Township in partnership with Council on Aging for congregate meals and paratransit services.



4601 Malsbary Road
Blue Ash, OH 45242
(513) 721-1025
(800) 252-0155
www.help4seniors.org



Date: May 10, 2022

From: Beverly Montgomery-Clark, Contracting Specialist

RE: REVISED Title III Funding FY 2022

Attached you will find your agency's Revised FY2022 Title III Service & Funding Schedule. This Schedule show your agency's revised Transportation and/or Meals Unit Rates.

As communicated previously via email on 4/29/22, all Title III Transportation and Meals Providers will receive a 15% increase to their contracted service rates retroactive to 10/1/21. For the transportation and/or meals units billed by your agency for dates of service from 10/1/2022 thru 4/30/2022 you will see a lump sum payment in your June Title III payment to cover the difference in your unit rates. The new unit rates reflected in the attached Funding Schedule will be in the system June 1st for May billing.

If you should have any questions about this funding schedule you may contact Carl McCullough, COA Controller, at cmccullough@help4seniors.org or (513) 345-3325.

Please feel free to contact me if you have any questions about DocuSign, or electronic signatures, at bmontgomery@help4seniors.org or (513) 746-2086.

Sincerely,

Beverly J. Montgomery-Clark

Contracting Specialist for Provider Services

Council on Aging of Southwestern Ohio

Phone: (513) 746-2086

www.help4seniors.org

Council on Aging is designated by the state of Ohio to serve older adults and people with disabilities within a multi-county region. We are experts at helping people with complex medical and long-term care needs, offering a variety of services via publicly funded programs. Our mission: *Enhance lives by assisting people to remain independent through a range of quality services.*

Service & Funding Schedule

Planning and Service Area 1

Contract Date period 10/1/2021 - 9/30/2022
Provider: Colerain Township Senior & Community Center

Issued: 09/30/2021
Effective: 05/01/2022

Service Category	Service Unit	Units	Title III B	Title III C1	Title III C2	Title III D	Title III E	NSIP	Senior and Community Services	COA Total Funding	COA Reimb Rate	Title III Required Match	Total Program Cost	Total Program Unit Rate
Congregate Services	1 Meal	1,088	\$0	\$7,297.30	\$0	\$0	\$0	\$863	\$0	\$8,160	\$7.50	\$1,288	\$9,448	\$8.82
Transportation: One-Way Trip	1-Way Trip	2,288	\$24,386.88	\$0	\$0	\$0	\$0	\$0	\$0	\$24,387	\$10.66	\$4,304	\$28,691	\$12.54
TOTALS		3,376	\$24,387	\$7,297	\$0	\$0	\$0	\$863	\$0	\$32,547		\$5,592	\$38,139	

***NOTE Total Program Cost = Award Plus Match Dollars

- Title III B

Supportive Service, CFDA #93.044
- Title III C-1

Congregate Meals, CFDA #93.045
- Title III C-2

Home Delivered Meals, CFDA #93.045
- Title III D

Disease Prevention & Health Promotion, CFDA #93.043
- Title III E

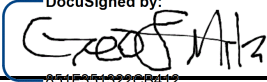
National Family Caregiver Support Program & Administration, CFDA #93.052
- Title VII

Elder Abuse Prevention, CFDA #93.041
- Title VII

Ombudsman, CFDA #93.042
- NSIP (Nutrition Services Incentive Program)

Delivery of Nutritious Meals, CFDA #93.053

DocuSigned by:

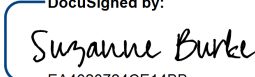


851F351322CB412...

Geoff Milz

Administrator

DocuSigned by:



EA40207E249E148D...

Suzanne Burke

Chief Executive Officer

6/2/2022 | 3:36 PM EDT

Date

5/15/2022 | 9:49 PM EDT

Date

**AMENDMENT TO EXTEND
SERVICE AGREEMENT
between
COUNCIL ON AGING OF SOUTHWESTERN OHIO
and
COLERAIN TOWNSHIP BOARD OF TRUSTEES DBA COLERAIN TOWNSHIP SENIOR & COMMUNITY CENTER
TITLE III/NSIP FUNDS OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED,
AND
SENIOR AND COMMUNITY SERVICES (STATE FUNDS)**

This AMENDMENT TO EXTEND by and between Council on Aging of Southwestern Ohio, hereinafter referred to as Grantee, and Colerain Township Board of Trustees dba Colerain Township Senior & Community Center, hereinafter referred to as Subgrantee, is effective October 1, 2021, regardless of when signed.

WHEREAS, the parties executed a Service Agreement, hereinafter referred to as "Agreement," effective October 1, 2019 through September 30, 2022, by which Subgrantee agreed to:

- serve the geographic area and perform said services as detailed in Subgrantee's accepted Application submitted, incorporated herein by reference, and as indicated on Service & Funding Schedule of the Agreement;
- meet the Title III Conditions of Participation and Service Specifications, incorporated herein by reference;
- provide the services listed, in the service unit specified and at the reimbursement rate indicated on Service & Funding Schedule of the Agreement; and

WHEREAS, the parties now desire to extend the Agreement.

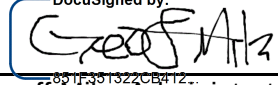
Now therefore, the parties agree as follows:

1. The Agreement is hereby extended through September 30, 2023;
2. Service & Funding Schedule, attached hereto and made a part hereof, reflect any necessary adjustments to the services, units, and rates effective October 1, 2021.
3. An updated Service & Funding Schedule will be issued in September 2022 with any necessary adjustments to the services, units, and rates that will be effective October 1, 2022.

No other Sections, Paragraphs, or parts of the Service Agreement, including prior Amendment(s) to the Agreement, if any, are altered by this Amendment.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Subgrantee: Colerain Township Board of Trustees dba Colerain Township Senior & Community Center

DocuSigned by:


Geoff Milz, Administrator

Date: 6/2/2022 | 3:36 PM EDT

Grantee: Council on Aging of Southwestern Ohio

DocuSigned by:


Suzanne Burke, Chief Executive Officer

Date: 6/2/2022 | 4:00 PM EDT

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

Contract - OEPA - Grant Agreement

Recommend approval of all consent items.

Rationale:

This grant agreement provides \$1,200 for the purchase of deer cameras to support our environmental crimes unit.

Ohio Environmental Protection Agency 2022 Community and Litter Grant Agreement

This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Agency**, and the **Colerain Township**, hereinafter referred to as the **Grantee**. Agency and Grantee are collectively the "Parties" and each a "Party."

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2022 Community and Litter Grant, hereinafter referred to as the 2022 CLG: and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 further authorizes the Director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2022 Grant Manual and the 2022 CLG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2022 CLG funds in the amount of **\$1,200.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

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

- I. The Agency hereby awards to the Grantee a grant not to exceed **\$1,200.00**, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the match funds required, either (1) in the dollar amount set forth in the Funding Request Details specified in the Grantee's application as "Match Funds Required", or (2) if the grant award is reduced, when reconciling the grant account at closeout as a result of reduced actual costs, then the dollar amount of the Grantee's match funds required may be proportionately reduced.
- II. The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.
- III. The Grantee shall not discriminate against any employee or applicant for employment

Ohio Environmental Protection Agency 2022 Community and Litter Grant Agreement

because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The Grantee shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

- IV. The Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.
- V. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- VI. The Grantee shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- VII. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the Grantee may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VIII. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- IX. Compliance Assurance: The Grantee shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2022 CLG Application and Grant Manual.

**Ohio Environmental Protection Agency
2022 Community and Litter Grant Agreement**

- X. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XI. The Grantee by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XII. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XIII. The Grantee affirmatively represents and warrants to Agency that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds. The Grantee affirmatively represents and warrants to Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.
- XIV. Implementation of the approved 2022 CLG project as outlined in the Grantee's 2022 CLG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **July 1, 2022**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this

**Ohio Environmental Protection Agency
2022 Community and Litter Grant Agreement**

Agreement.

XV. Grantee represents and warrants that:

1. It is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement.
2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound.
3. It has made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement
4. It has the authority to execute this Agreement and perform their obligations under this Agreement.
5. It has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.

XVI. This Agreement shall remain in effect until **June 30, 2023**. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.

XIX. The Grantee affirms to have read and understands Executive Order 2019-12D and

Ohio Environmental Protection Agency 2022 Community and Litter Grant Agreement

Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Orders are available at:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

<https://governor.ohio.gov/media/executive-orders/executive-order-2022-02d>

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

If the Grantee or any of its subcontractors perform services under this Agreement outside of the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, purchases of services from or investments in Russian institutions and companies, costs associated with corrective action, or liquidated damages.

- XX. Until termination of this contract (expiration date – see condition XVI) and for a period of three years following termination, the **Agency** may require repayment of any funds, up

**Ohio Environmental Protection Agency
2022 Community and Litter Grant Agreement**

to the full amount that has been distributed, upon a finding by the Director that **Grantee** or the cooperating enterprise is not in substantial compliance with environmental laws or rules or has become subject to a formal enforcement action by Ohio EPA or the Ohio Attorney General's Office. If the **Agency** terminates this agreement pursuant to this paragraph, any funds already distributed to Grantee, including funds that have already been spent, shall be returned to the **Agency** within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Ohio Attorney General's Office. Grantee shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.

- XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.
- XXII. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.

**Ohio Environmental Protection Agency
2022 Community and Litter Grant Agreement**

The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **July 1, 2022**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Colerain Township
Award: \$1,200.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature E-SIGNED by Geoff Milz
on 2022-06-05 20:02:36 GMT

2022-06-05 20:02:36 UTC

Signed: _____ **Date:** _____

Authorized Official: Geoff Milz, Township Administrator
Colerain Township

Ohio Environmental Protection Agency Signature

E-SIGNED by Laurie Stevenson
on 2022-06-06 13:33:11 GMT

2022-06-06 13:33:11 UTC

Signed: _____ **Date:** _____

**Laurie A. Stevenson, Director
Ohio Environmental Protection Agency**

OneSpan Sign Consent and Disclosure (“eSign Disclosure”)

By clicking to accept this eSign Disclosure you are consenting: (i) to execute documents with OneSpan using its e-signature tool, OneSpan Sign; (ii) that OneSpan may record and retain audio and/or video recordings of Virtual Room sessions (if applicable), and (iii) to exchange documents with OneSpan electronically. If you do not consent to the foregoing, do not click “Accept” and contact the sender for alternative method of document execution. Please note that declining to consent may slow the speed at which OneSpan can complete transactions with you and may potentially delay the delivery of Products and/or Services to you.

Additionally, by selecting “Accept” you are agreeing:

- that your use of a key pad, mouse or other device to select an item, button, icon or similar action, or to otherwise provide OneSpan with your assent during the document transaction (the “e-Signature”) constitutes your signature and acceptance of the content of the documents,
- that your e-Signature is the legal equivalent of your manual signature on the agreement,
- that no certification authority or other third party verification is necessary to validate your e-Signature and the lack of such certification or third party verification does not affect the enforceability of your e-Signature,
- that you represent that you are authorized to enter into the agreement for your organization or if applicable, yourself,
- to conduct business with OneSpan via electronic documents (as opposed to paper documents),
- that you are responsible for downloading and storing copies of the transaction for your own record keeping purposes and OneSpan is not obligated to store or provide you with paper copies of a transaction, and
- that you have read and agree to OneSpan’s Privacy Statement available for review on our Privacy Center at <https://www.onespan.com/privacy-center>.

NOTE TO ONESPAN CUSTOMERS: This eSign Disclosure is written to address the consents required for e-Signatures and audio/visual recordings for OneSpan’s own business purposes given the nature of our business. This eSign Disclosure may not be suitable for your business purposes and you should seek legal counsel in the applicable jurisdiction(s) for the development of your own eSign Disclosure appropriate for your particular purposes. Should you choose to use this eSign Disclosure for transactions with your own end users, you do so at your own risk and you will indemnify, defend and hold OneSpan harmless from any claims related to your usage of this eSign Disclosure.



MIKE DEWINE

GOVERNOR
STATE OF OHIO

Executive Order 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

WHEREAS, the retention and creation of jobs in the State of Ohio is fundamental to the future prosperity of all Ohioans; and

WHEREAS, the use of public funds for services provided outside the United States potentially undermines economic development; and

WHEREAS, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

NOW THEREFORE, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and laws of this State do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall continue to maintain procedures to ensure all of the following:
 - a. All agency procurement officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.
 - ii. Require service providers or prospective service providers to:
 1. Affirm that they understand and will abide by the requirements of this Order.
 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.

3. Disclose the location(s) where any State data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contracts
- b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of the Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any State or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts to attract jobs and business to Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

I signed this Executive Order on March 4, 2019 in Columbus, Ohio and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.



Mike DeWine, Governor

ATTEST:


Frank LaRose, Secretary of State



STANDARD AFFIRMATION AND DISCLOSURE FORM -EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, Grantee affirms, understands, and will abide by the requirements of Executive Order 2019-12D. Both Grantee and any of its subcontractors shall perform no services under any agreement with the Ohio Environmental Protection Agency outside of the United States.

The Grantee shall provide all name(s) and location(s) where services under any agreement with the Ohio Environmental Protection Agency will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Grantee to sanctions. If the Grantee will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Name/Principal location of Grantee:

Colerain Township 4200 Springdale Road Cincinnati Ohio 45251

(Name) (Address, City, State, Zip)

2. Name/Principal location of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location(s) where services will be performed by Grantee or by subcontractors if different from principal location(s):

Colerain Township, Ohio

(Address, City, State, Zip)

(Address, City, State, Zip)

4. Location where state data will be stored, accessed, tested, maintained or backed-up, by Grantee or subcontractors if different from principal location(s):

(Address, City, State, Zip)

(Address, City, State, Zip)

Grantee affirms that Grantee and all subcontractors shall immediately disclose to the Ohio Environmental Protection Agency any change or shift in location of services performed by Grantee or subcontractors after execution of any Agreement with the Agency. On behalf of the Grantee, I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Grantee may enter into with the Agency and is incorporated therein.

By: 
Grantee Signature

Geoff Milz, Township Administrator

Printed Name and Title

Date: 2022-06-05 20:02:11 UTC

CONSENT ITEMS

Department: Fire

Department Director: Allen Walls, Fire Chief

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

Donation Acceptance - Department of Fire and EMS- \$200.00

Recommend approval of all consent items.

Rationale:

Request authorization to accept a monetary donation (check) from Mrs. Rose Scheidler, 809 Maryland Ave., Havre De Grace, MD 21078-2438.

ROSE ANN SCHEIDLER

5-22-22

Date

CHECK AMOUNT
FRAUD PROTECTION

Pay to the
Order of

Coleman Twp. Fire Dept. Station 102

\$ 200.00

Two Hundred Dollars & 00/100

Dollars



Photo
Safe
Deposit
Details on back



Aberdeen, Maryland 21001
apglcu.com

MYTimes PLUS

For

DONATION