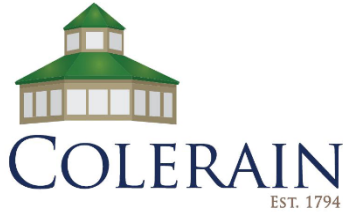


Regular Meeting of the Board of Trustees - August 23

August 23, 2022

- 1. Opening of Meeting**
- 2. Executive Session 6PM**
- 3. Pledge of Allegiance 7PM**
- 4. Meditation (Moment of Silence)**
- 5. Approval of Minutes**
- 6. Presentations**
 - a. Approval of Promotion - Police Chief - Ed Cordie at a Rate of \$57.22/hour
 - b. Swearing in of Police Chief
- 7. Public Hearings**
 - a. PUBLIC HEARING for Zoning Commission Case ZA2022-07: Zoning Map Amendment to 8944 Colerain Avenue (parcel 510-0093-0014-00), Request to Rezone from R-6 to PD-B
- 8. Citizens Address**
- 9. Administrative Reports**
- 10. Trustees' Report**
- 11. New Business**
 - Public Safety**
 - a. Resolution Declaring a Junk Motor Vehicle
 - b. Resolution Declaring a Junk Motor Vehicle
 - c. Resolution Declaring a Junk Motor Vehicle
 - d. Resolution Declaring Nuisance and Ordering Abatement
 - e. Motion to Authorize the Township Administrator to Execute an Agreement for Police Services Between Colerain Police Department and T. Northgate Mall, LLC
 - Public Services**
 - a. Motion to Increase Compensation - Part-Time Litter Laborer M. Hauss - \$17/hour Effective August 30
 - b. Resolution Authorizing The Administrator To Prepare And Submit An Application To Participate In The Ohio Public Works Commissions State Capital Improvement And Local Transportation Improvement Programs
 - Development**
 - a. Resolution Approving or Denying Zoning Commission Case ZA2022-07: Zoning Map Amendment to 8944 Colerain Avenue (parcel: 510-0093-0014-00), Request



to Rezone From R-6 to PD-B

Administration

- a. Motion Accepting Geoff Milz' Resignation
- b. Resolution to Appoint and Approve Contract with Jeff Weckbach to Serve as Township Administrator

12. Old Business

13. Consent Items

- a. Donation Acceptance - Department of Fire & EMS - \$4,618.00
- b. Donation Acceptance - Police Department - \$4,618.00
- c. Contract - Plattenburg - Financial Statement Preparation
- d. Contract - AEP Energy - Gas Aggregation - Rate of \$0.839/ccf - Term of October 2022 through September 2024
- e. Contract - DeWolf Music - Music Rights
- f. Contract - Healthworks - Biometric Screening - \$300
- g. Contract - Hamilton County Land Reutilization Corporation - Demolition Grant Award - \$105,000
- h. Contract - Duke Energy - Interconnect Agreement for Solar - No Cost
- i. New Hire - Part-Time Firefighter/EMT - Department of Fire and EMS
- j. Promotion - Sergeant - Police Department

14. Fiscal Office Report

15. Executive Session – if needed

16. Adjournment

PRESENTATIONS

Department: Police

Department Director: Mark Denney, Police Chief

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

Approval of Promotion - Police Chief - Ed Cordie at a Rate of \$57.22/hour

Recommend ADOPTION of the Motion.

Rationale:

Assistant Chief Edwin Cordie was promoted to Assistant Chief with the expectation and approval of the Board that he would become the Chief of Police upon the retirement of Chief Mark Denney. Chief Denney is set to retire on 8/31/2022. If approved, Chief Cordie's salary would be \$119,017.60 (\$57.22 per hour) and would be effective 09/01/2022.

PRESENTATIONS

Department: Police

Department Director: Mark Denney, Police Chief

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

Swearing in of Police Chief

Swearing in of Chief of Police

Rationale:

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

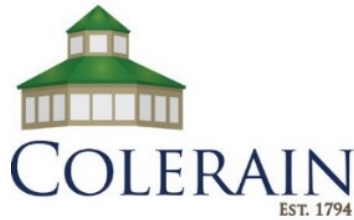
Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity

PUBLIC HEARING for Zoning Commission Case ZA2022-07: Zoning Map Amendment to 8944 Colerain Avenue (parcel 510-0093-0014-00), Request to Rezone from R-6 to PD-B

No action is requested of the Board.

Rationale:

The Colerain Township Zoning Commission Case ZA2022-07 requires a Public Hearing prior to Board of Trustees consideration of the Zoning Map Amendment.



Staff Report:	Board of Trustees
Case #	ZA2022-07
Request:	Zoning Map Amendment
Location:	8944 Colerain Ave.
Meeting Date:	August 23, 2022
Prepared by:	Jarrold Alig Zoning Administrator

Applicant / Property Owner:

The applicant James Watson, with McGill Smith Punshon, Inc., representative for the property owner(s), Mountain Agency Colerain, L.L.C., submitted an application for a Zoning Map Amendment for the rezoning of a 3.863 acre portion of the property (parcel 510-0093-0014-00) from “R-6” Urban Residential to “PD-B” Planned Development - Business.

Proposed Modification:

1. To rezone and develop the property as an expansion of the adjacent automotive sales facility, Wyler Honda located at 8950-8986 Colerain Avenue.

Site Description:

Tract Size:	3.863 acres
Frontage:	69 feet on Poole Rd., 412 feet on Sunnyside Dr.
Topography:	Relatively Flat, sloping downward within the eastern portion.
Existing Development:	Storage lot for adjacent auto sales / Private Recreational Facility (former Moose Lodge)

Surrounding Conditions:

	<u>ZONE</u>	<u>LAND USE</u>
North:	“R-6” Urban Residential and “PD-B” Planned Business	Single-Family Homes Target Store
South:	“R-6” Urban Residential and “PD-B”	Vacant wooded and Auto Sales – Northgate Ford
East:	“R-6” Urban Residential	Single-Family Home
West:	“PD-B” Planned Business	Auto Sales – Wyler Honda

Case Summary:

The proposal seeks to rezone a 3.863-acre portion of a 4.983-acre parent parcel. Currently the parent parcel (510-0093-0014-00) is zoned as three (3) separate districts: **B-2** (0.122 acres) to the west; **PD-B** (1.0634 acres, ZA2001-08) in the center; and, **R-6** (the portion submitted with this proposal) to the east.
(See Map on next page)

Current Zoning:**Zoning Commission Recommendation:**

On July 19, 2022, after holding a public hearing on the proposed Zoning Map Amendment pursuant to O.R.C. §519.12, the Colerain Township Zoning Commission voted 4-1 to recommend the APPROVAL of the requested Zoning Map Amendment with the following Condition(s):

1. That no off-premise signage be permitted;
2. That parcels 510-0093-0010-00, 510-0093-0212-00, and 510-0093-0014-00 be included with this request, and be incorporated within the Final Development Plan;
3. That the Final Development Plan shall comply in all other respects with the regulations of the Zoning Resolution;
4. That unloading of inventory be done on the project site only; and,
5. That the applicant agrees to designate a 25-foot cross-access easement, and participate in a good faith effort to achieve the “automobile connectivity” mentioned in the Colerain Township Comprehensive Plan *Imagine Colerain*.

Case History:

In 2001 (ZA2001-08, Res 58-01) and 2002 (ZA2002-02, Res 17-02) the applicant received approval for zoning map amendments to rezone property to the rear of the auto sales facility from residential to planned commercial. The expansion was coordinated with the development of the Target store to the north (ZA2001-09) and involved the extension of Poole Road to the east of Colerain Avenue, and the elimination of a portion of Sunnyside Drive (private street) which previously bisected the auto sales facility. This expansion approximately doubled the land area of the auto sales facility.

In 2016 the applicant purchased the remainder of the former Moose Lodge.

In August 2019 the applicant requested a Zoning Map Amendment for the same property but the Zoning Commission unanimously voted to DENY the zoning amendment request. Concerns were expressed regarding the lack of compliance with the conditions of the 2002 zoning approval, the applicant's resistance to the removal of the non-conforming billboard, storm water drainage onto adjacent properties, and the lack of improvements to the Colerain Avenue frontage of the property.

In May 2022 the applicant requested and received an Informal Concept Review with the Zoning Commission. The applicant explained that all conditions from the 2002 case had since been complied with, and presented the current proposal ZA2022-07.

Applicable Zoning Regulations:

It is Staff's opinion that the following are the primary Articles of the Colerain Township Zoning Resolution that are of most importance in the matters involved in this case:

9.3 "PD" – Planned Development District

9.3.1 Purpose

The purpose of the PD Planned Development District is to:

- (A) Allow for flexibility in the zoning requirements where the result will be a higher quality development;
- (B) Provide for and locate suitable recreational facilities, open space, and other common facilities, while preserving the existing landscape to the greatest extent possible;
- (C) Encourage sound planning principles in the arrangement of buildings, the preservation of open space, the utilization of topography and other site features;

(D) Obtain creative and coordinated designs in harmony with surrounding uses and allow procedures supplemental to those applicable in other use districts to establish under which development plans particularly designed to meet the objectives of this section; and

(E) Allow for creative development that conforms to the goals and objectives set forth in the Colerain Township Comprehensive Plan.

9.3.4 Compliance with Plans

(A) All planned developments approved after the effective date of this Resolution shall comply with the Colerain Township Comprehensive Plan and Colerain Township Land Use Plan including compliance with the permitted uses, densities, intensities, and other recommendations of the plans.

(B) Any variation from the Comprehensive Plan and Land Use Plan shall require an amendment to the applicable plans through review and approval by the Zoning Commission and Trustees.

4.3.4 Review Criteria

The following criteria shall be used in decisions regarding zoning amendments:

(A) The amendment is in accordance with the Colerain Township Comprehensive Plan, the Colerain Township Land Use Plan, other adopted plans or policies of the Township, and this Resolution, as adopted by the Board of Township Trustees;

(B) Where more than one zoning district is available to implement the Comprehensive Plan or Land Use designation, the applicant must justify the particular zoning being sought and show that it is best suited for the specific site, based upon the policies of the Colerain Township Comprehensive Plan.

4.5.3 Approval Criteria

(A) Approval Criteria for a Preliminary Development Plan

The following criteria shall serve as conditions that should be satisfied before the approval of the preliminary development plan:

- (1) The PD District and preliminary development plan are consistent with the adopted Colerain Township Land Use Plan and Colerain Township Comprehensive Plan;
- (2) The proposed uses will have a beneficial effect on the community; (3) The internal streets and primary and secondary roads that are proposed properly interconnect with the surrounding existing road network.

- (4) The site will be accessible from public roads that are generally adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site will be adequate to serve the residents or occupants of the proposed development;
- (5) The minimum common open space areas have been designated and shall be duly transferred to a legally established Homeowners Association, where applicable, or have been dedicated to, and accepted by, Colerain Township or another public or quasi-public agency as provided in Subsection 9.3.7 (Common Open Space).
- (6) The preliminary development plan is consistent with the intent and purpose of this Resolution and, in particular, the furtherance of the purpose of the PD District as set forth in Section 9.3.1.
- (7) The preliminary development plan has been transmitted to all other agencies and departments charged with responsibility of review.

Staff Findings: (Based on the proposed site plan, the applicant's justification letter, Staff's interpretation of the Colerain Township Zoning Resolution, the Review Criteria, the Approval Criteria, and the Comprehensive Plan as listed above)

- I. The proposed Amendment is in accordance with the Colerain Township Zoning Resolution, Review Criteria, the Approval Criteria, and with the proposed conditions listed above would be compliant with the Colerain Township Comprehensive Plan.

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:

3494 Poole Rd. Cincinnati, OH 45251

1. Silver, Nissan, Altima, 2005, 789-XEQ OH

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

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

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

RESOLUTION NO.: _____-22

**RESOLUTION DECLARING VEHICLE LOCATED AT 3494 Poole Rd., Cincinnati, OH
45251 – Parcel ID 510-0104-0139-00
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 **3494 Poole Rd., Cincinnati, OH 45251 – Parcel ID 510-0104-0139-00**
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 **3494 Poole Rd., Cincinnati, OH 45251 – Parcel ID 510-0104-0139-00** to be inoperable, extensively damages, and at least three model years old:

A. **Silver, Nissan, Altima, 2005, 789-XEQ 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:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott 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:

3663 Stone Creek Blvd., Cincinnati, OH 45251

1. Red, Ford, Thunderbird, KY PLATES
2. Silver, Jeep, Trailhawk, JMU-2662 OH

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

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

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

RESOLUTION NO.: _____-22

RESOLUTION DECLARING VEHICLE LOCATED AT 3663 Stone Creek Blvd.,
Cincinnati, OH 45251 – Parcel ID 510-0111-0320-00
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 **3663 Stone Creek Blvd., Cincinnati, OH 45251 – Parcel ID 510-0111-0320-00**
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 **3663 Stone Creek Blvd., Cincinnati, OH 45251 – Parcel ID 510-0111-0320-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **Red, Ford, Thunderbird, KY PLATES**
 - B. **Silver, Jeep, Trailhawk, JMU-2662 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: 7390 E. Miami River Rd

1. Silver, Chevy, Cheyenne, ECU-6905 OH
2. Black, BMW, 2-door, NO PLATES

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

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

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

RESOLUTION NO.: _____-22

**RESOLUTION DECLARING VEHICLE LOCATED AT 7390 E. Miami River Rd.,
Cincinnati, OH 45247 – Parcel ID 510-0440-0110-00
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 **7390 E. Miami River Rd., Cincinnati, OH 45247 – Parcel ID 510-0440-0110-00**
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 **7390 E. Miami River Rd., Cincinnati, OH 45247 – Parcel ID 510-0440-0110-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **Silver, Chevy, Cheyenne, ECU-6905 OH**
 - B. **Black, BMW, 2-door, NO PLATES**
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:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott 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:

2325 Blueclark	510-0063-0309-00
3621 Blue Rock	510-0082-0063-00
9654 Colerain	510-0103-0185-00
3605 Hanley	510-0080-0088-00
3095 Lapland	510-0070-0108-00
6362 Memory	510-0073-0131-00
10342 Moonflower	510-0042-0185-00
8240 Pippin	510-0063-0185-00
10581 Pottinger	510-0123-0011-00
12172 Spalding	510-0011-0193-00
10114 Spirit Oak	510-0182-0129-00
2538 Wenning	510-0051-0050-00
3671 Vernier	510-0101-0268-00
9966 Voyager	510-0183-0224-00

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 23rd day of August 2022, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

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>
2325 Bluelark	510-0063-0309-00
3621 Blue Rock	510-0082-0063-00
9654 Colerain	510-0103-0185-00
3605 Hanley	510-0080-0088-00
3095 Lapland	510-0070-0108-00
6362 Memory	510-0073-0131-00
10342 Moonflower	510-0042-0185-00
8240 Pippin	510-0063-0185-00
10581 Pottinger	510-0123-0011-00
12172 Spalding	510-0011-0193-00
10114 Spirit Oak	510-0182-0129-00
2538 Wenning	510-0051-0050-00
3671 Vernier	510-0101-0268-00
9966 Voyager	510-0183-0224-00

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: Mrs. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this 23rd day of August 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
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 23rd day of August 2022.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Mark Denney, Police Chief

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

Motion to Authorize the Township Administrator to Execute an Agreement for Police Services Between Colerain Police Department and T. Northgate Mall, LLC

Recommend ADOPTION of the Motion.

Rationale:

This agreement will allow our Police Department to provide contracted police services for T. Northgate Mall.

**AGREEMENT FOR POLICE SERVICES
BETWEEN THE COLERAIN POLICE DEPARTMENT AND
T. NORTHGATE MALL, LLC**

THIS AGREEMENT FOR POLICE SERVICES ("**Agreement**") is made as of this 23rd of August, 2022, by and between Colerain Township ("**Township**") and T Northgate Mall, LLC, a Texas limited liability company ("**Landlord**"), collectively referred to herein as the " Parties" and, each, a " Party".

That for and in consideration of the mutual covenants and agreements herein contained, Township and Landlord do hereby agree to the terms regarding Northgate Mall (the "**Shopping Center** "), located in Cincinnati, OH as follows:

1. Township shall provide and assign all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police & security services described herein.
2. The Township shall schedule one (1) police officer to patrol the Shopping Center pursuant to Attachment " A". The start time for the schedule will be determined by the Chief of Police for Colerain Police Department and the onsite management ("**Management**") at the Shopping Center and may change upon mutual agreement of the parties. The Officer shall also thoroughly investigate reports of crime, proactively address issues related to the safety and security of the Shopping Center and its tenants with Management and provide or solicit qualified persons or police personnel as a means of providing resources on requested law enforcement related issues ("**Police Duties**").
3. The cost and expenses, as herein after defined, of the Police Duties shall be borne by Landlord as follows:
 - a. "Attachment A" sets forth the cost and expenses for the provision of the police duties including Medicare, worker's compensation and required contribution to the Public Employees Retirement System. The Township will invoice the Landlord on a monthly basis to reflect the actual hours worked.
 - b. Both Parties have reviewed the cost and expenses of the police duties attached to and made a part of this Agreement. The Parties agree that the Landlord is responsible only for the costs provided in "Attachment A."

6. The Officers and equipment hereby under agreement will, at all times, be under the direct supervision and control of the Colerain Police Department (to perform those tasks and duties set out in the Police Officer Job Description) and of the Chief of Police of Colerain Township, and subject to the rules, regulations and policies of the Colerain Police Department, and the laws of the State of Ohio and the United States Government. The Parties agree that the Officers shall be assigned to police duties at the Shopping Center that benefit the mission of the Police Department and Shopping Center while not being contradictory to police procedure or policies of the Colerain Police Department.
7. All records of performance of services will be maintained by the Colerain Police Department. The Colerain Police Department will conduct quarterly and yearly evaluations of Officers assigned to provide Police Duties to Shopping Center and its properties. Colerain Police supervisors may seek input from Shopping Center personnel while preparing these reviews.
8. The term of this Agreement shall be for one (1) year (the "**Term**"), commencing on August 24, 2022 (the "**Commencement Date**"), through August 31, 2023 (the "**Expiration Date**").
9. Either Party may request a meeting to review or revise this Agreement if needed. All portions of this Agreement shall be reviewed by both Parties on a yearly basis. Either Party may request a revision of the Agreement, or terminate this Agreement, by service of written notice upon the other Party, at least thirty (30) days prior to cancellation of the Agreement.
10. Colerain Township reserves the right to assign the Officers who patrol the Shopping Center, in accordance with the agreement; provided, however, nothing herein prevents Shopping Center from requesting any replacement of who it believes is not adequately performing his/her duties. All Officers patrolling the Shopping Center, in accordance with this Agreement will remain, at all times, employees of Colerain Township.
11. All notices and demands required or permitted to be given pursuant to this Agreement shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when (i) actually received by the designated addressee or, if earlier and regardless of whether actually received or not, (ii) three (3) days after having been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (iii) one (1) business day after being sent by overnight delivery or personal delivery to Landlord or Township, addressed to the Parties hereto at the respective addresses set out below, or at such other addresses as they have

theretofore specified by written notice. Township agrees that notices to Township may be given by Landlord's attorney, property manager or other agent.

LANDLORD: T Northgate Mall, LLC, a Texas limited liability company
Attn: Zeshan Tabani
16600 Dallas Parkway, Suite 300
Dallas, TX 75248

with a copy to: T Northgate Mall, LLC
Attn: Mall Manager
9501 Colerain Avenue
Cincinnati, Ohio 45251

Township: Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251

11. Each Party shall be liable for its own acts to the extent provided by law.

12. The Township agrees that all insurance required to adequately cover vehicles, personnel, and equipment used by the Township in the provision of the selected services will be provided by the Township. Township shall procure and maintain from the Commencement Date throughout the Term, a policy or policies of insurance, at its sole cost and expense, the following insurance coverages with respect to the operation of its business:

(i) Workers' Compensation Insurance covering all Officers employed, directly or indirectly, by Township and all employees and agents of Township with respect to whom death or bodily injury claims could be asserted against Landlord or Township as required by the laws of the State in which the Premises are located; and

(ii) Commercial automobile liability insurance for hired, owned/registered under Township's name and non-owned vehicles, including agreement liability with a single limit of liability not less than \$1,000,000 per accident for bodily injury and property damage combined.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

Mr. Zeshan Tabani, Vice President

Mr. Geoff Milz, Colerain Township Administrator

Approved as to form:

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

Attachment "A"

COLERAIN POLICE DEPARTMENT AGREEMENT SERVICE COSTS

Costs and Expenses as defined in Colerain Police Department proposal:

The Cost and Expense for police duties provided to **Landlord** in the Agreement is as follows (per hour):

September 1, 2021-August 31, 2022

Police Officer: \$72.41 per hour

Sergeant: \$84.01 per hour

Lieutenant: \$96.52 per hour

The Township will invoice Landlord monthly and will keep a record of hours worked by each officer.

The Township shall be responsible for paying the officers and shall be responsible for all deductions as required.

The Township shall assign (1) police officer to cover the following hours

Monday- Saturday: 9:00am through 8:00pm

Sunday: 10:00pm-7:00pm

The only exception to these hours are hours that the Mall is closed for holiday(s), no officer shall be assigned at those times.

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Assistant Township Administrator

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

Motion to Increase Compensation - Part-Time Litter Laborer M. Hauss - \$17/hour Effective August 30
Recommend ADOPTION of the Motion.

Rationale:

Mr. Michael Hauss will celebrate his one year anniversary as a Litter Laborer for the Township on August 30, 2022. In his time, he has pulled hundreds of bags of trash, signs, and tires, among other items, in an effort to clean up Colerain Township streets. As a retention incentive and to reward Mr. Hauss for his hard work, it is recommended that his hourly pay be increased from \$15/hour to \$17/hour. His work (in addition to the work of various volunteers and other litter laborers) can be viewed on the below link.

<https://coleraintownshiphamiltonoh.opengov.com/data/#/53636/query=256B283A719E02A5C1B945FC1BCAFC70&embed=n>

PUBLIC SERVICES

Department: Public Services

Department Director: Jeff Weckbach, Assistant Township Administrator

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

Resolution Authorizing The Administrator To Prepare And Submit An Application To Participate In The Ohio Public Works Commissions State Capital Improvement And Local Transportation Improvement Programs
Recommend ADOPTION of the Resolution.

Rationale:

The State Capital Improvement Program and Local Transportation Improvement Program provides financial assistance to political subdivisions for capital improvements to public infrastructure. Hamilton County is submitting an application with Colerain Township to make capital improvements to roadways within the Township, including East Miami River Road. These infrastructure improvements are considered to be a priority need for the Township and constitute a qualified project under the Ohio Public Works Commission (OPWC) programs.

The County is requesting a 50% match of the project budget. Awards are expected to be announced July 2023 and available for the State's FY 2024. Colerain Township is not financially obligated to participate in these projects.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of August 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 ADMINISTRATOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSIONS STATE CAPITAL IMPROVEMENT AND LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS

WHEREAS, the State Capital Improvement Program and Local Transportation Improvement Program provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, Hamilton County is planning to make capital improvements to certain roadways within the Township, including but not necessarily limited to East Miami River Road; and

WHEREAS, said infrastructure improvements are considered to be a priority need for the Township and constitute a qualified project under the Ohio Public Works Commission (OPWC) Programs; and

WHEREAS, Colerain Township's participation in the OPWC programs includes an application for grant funds and other financial assistance including but not limited to loans; and

WHEREAS, the Administration of Public Services and Sewers Committee met to consider participation in the OPWC programs and application for grants and other financial assistance and recommend approval to the Board.

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

1. That the Board hereby authorizes and directs the Administrator to work with the Hamilton County Engineers to apply to the OPWC State Capital Improvement Program and Local Transportation Improvement Program for grant funds and other financial assistance, including but not limited to loans, to assist the Township in performing roadway improvements.
2. That the Administrator is hereby authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance pertaining to the OPWC programs and other financial assistance such as loans to fund street improvements.
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 August, 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 August, 2022.

Jeff Baker,
Colerain Township Fiscal Officer

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 Approving or Denying Zoning Commission Case ZA2022-07: Zoning Map Amendment to 8944 Colerain Avenue (parcel: 510-0093-0014-00), Request to Rezone From R-6 to PD-B
Recommend ADOPTION of the Resolution.

Rationale:

The Colerain Township Zoning Commission on July 19, 2022 voted 4-1 to Recommend Approval of Case ZA2022-07 with Certain Conditions.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 6:00 p.m., on the 23rd day of August, 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

**DENIAL OF CASE NO. ZA2022-07, ZONING MAP AMENDMENT;
APPROXIMATE 3.863 ACRE AREA LOCATED AT 8944 COLERAIN AVENUE,
(PARCEL 510-0093-0014-00) TO REZONE FROM “R-6” URBAN RESIDENTIAL TO
“PD-B” PLANNED DEVELOPMENT – BUSINESS.**

WHEREAS, applicant James Watson, with McGill Smith Punshon, Inc., representative for the property owner(s), Mountain Agency Colerain, L.L.C., submitted an application for a Zoning Map Amendment for the rezoning of a 3.863-acre portion of the property located at 8944 Colerain Avenue from “R-6” Urban Residential to “PD-B” Planned Development - Business. The Applicant is seeking a Zoning Map Amendment to the Colerain Township Zoning Map to permit rezoning a 3.863-acre portion of a 4.983-acre parcel, known as Hamilton County Parcel: 510-0093-0014-00; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the application on July 19, 2022, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 4-1 to recommend *approval with modification* of the zoning request included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on August 23, 2022, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to **deny** the application request and deny the Zoning Map Amendment proposed as Case ZA2022-07 for the re-zoning of a 3.863-acre portion of the property located at 8944 Colerain Avenue from “R-6” Urban Residential, to “PD-B” Planned Development - Business.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the Zoning Map Amendment application for the site in question for the reason that the Amendment would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; 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 a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township, to the Hamilton County Recorder and the Colerain Township Zoning Administrator; 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.

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 _____,

ADOPTED this 23rd day of August, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 23rd day of August, 2022.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

1. That no off-premise signage be permitted;
2. That parcels 510-0093-0010-00; 510-0093-0212-00; and 510-0093-0014-00 be included with this request, and be incorporated within the Final Development Plan;
3. That the Final Development Plan shall comply in all other respects with the regulations of the Zoning Resolution;
4. That unloading of inventory be done on the project site only; and,
5. That the applicant agrees to designate a 25-foot cross-access easement, and participate in a good faith effort to achieve the “automobile connectivity” mentioned in the Colerain Township Comprehensive Plan *Imagine Colerain*.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 6:00 p.m., on the 23rd day of August, 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

**APPROVAL OF CASE NO. ZA2022-07, ZONING MAP AMENDMENT;
APPROXIMATE 3.863 ACRE AREA LOCATED AT 8944 COLERAIN AVENUE,
(PARCEL 510-0093-0014-00) TO REZONE FROM “R-6” URBAN RESIDENTIAL, TO
“PD-B” PLANNED DEVELOPMENT – BUSINESS.**

**ALSO AMENDING CASES:
ZA2001-08 (1.0634 ACRE PORTION of PARCEL 510-0093-0014-00 ZONED PD-B; and,
ZA2001-09 (510-0093-0010-00, AND EASTERN PORTION OF 510-0093-0212-00); and,
ZA2002-02 (WESTERN PORTION OF 510-0093-0212-00) TO CONSOLIDATE
EXISTING PD-Bs WITHIN THIS RESOLUTION.**

WHEREAS, applicant James Watson, with McGill Smith Punshon, Inc., representative for the property owner(s), Mountain Agency Colerain, L.L.C., submitted an application for a Zoning Map Amendment for the rezoning of a 3.863-acre portion of the property located at 8944 Colerain Avenue from “R-6” Urban Residential to “PD-B” Planned Development - Business. The Applicant is seeking a Zoning Map Amendment to the Colerain Township Zoning Map to permit rezoning a 3.863-acre portion of a 4.983-acre parcel, known as Hamilton County Parcel: 510-0093-0014-00; and,

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the application on July 19, 2022, and after staff presentation, applicant presentation, public comments, exhibits, and other materials were submitted, voted 4-1 to recommend *approval with modification* of the zoning request, included below as Exhibit “A”; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on August 23, 2022, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ____ - ____ to **approve** the application request and approve the Colerain Township Zoning Map Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the change in zoning on the site in question for the reason that the Zoning Map Amendment would be in the best interest of the Township and the health, safety, morals and welfare of the public, with the incorporation of the included conditions is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; 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 a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administrator; 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.

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 _____,

ADOPTED this 23rd day of August, 2022.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 23rd day of August, 2022.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit “A”

1. That no off-premise signage be permitted;
2. That parcels 510-0093-0010-00; 510-0093-0212-00; and 510-0093-0014-00 be included with this request, and be incorporated within the Final Development Plan;
3. That the Final Development Plan shall comply in all other respects with the regulations of the Zoning Resolution;
4. That unloading of inventory be done on the project site only; and,
5. That the applicant agrees to designate a 25-foot cross-access easement, and participate in a good faith effort to achieve the “automobile connectivity” mentioned in the Colerain Township Comprehensive Plan *Imagine Colerain*.

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Strategic Plan
Goal:

Motion Accepting Geoff Milz' Resignation

Recommend ADOPTION of the Motion.

Rationale:

Geoff Milz submitted a formal resignation to the Board on August 15, 2022. His resignation would be effective at the close of business on September 2, 2022.

Jeff Weckbach

From: Geoff Milz
Sent: Monday, August 15, 2022 3:58 PM
To: All FT Users
Cc: Trustees
Subject: A Note

Friends,

I grew up in College Hill but every day when I was young, while my parents were at work, I spent the day at my Nana's house on Clovercrest. In the afternoons, after her husband Pete got home from work at Bennet Ford, Pete and I would work in his garden or walk up Pippin Road to the market that was at Pippin and Galbraith which had big baskets of candy. I was allowed to have a piece if Nana said I was good that day. It was idyllic.

When I was in grade school, it was a ritual in my family to go to the JC Penney outlet on Colerain and start putting clothes back on lay away for the school year ahead. Its funny to think of that now but that's the way it was. At that time in my life, it wasn't Christmas time until we went to see Santa at Northgate Mall and I remember there being a line back to Roundtop just to get into the parking lot.

I'm pretty sure the reason I went to Urban Planning school was because of Colerain Avenue.

When I got the chance ten years ago to be the Planning Director of this community, I thought that there could never be a better job in the world. I couldn't believe that I had the opportunity to make a difference in a community that had been such an important part of my life for as long as I could remember. Never in a million years did I ever think that I would have the privilege of leading this organization, but as fate would have it, I did get that privilege.

I wanted to share this with you because I am preparing to step away from this role.

That was a hard sentence to write. I care deeply about this community and you. I have invested a tremendous amount of emotional energy in my work here and the decision to move on was not an easy one. It is, however, the right decision for me and my family.

I recognize my bias, but I believe that this organization has never been in a better place. Together, we have made tremendous progress and I am so proud of what we have accomplished. I have 100% confidence that the progress we have made will continue without me, and I can see the trajectory of the Township only improving. That gives me a great deal of solace. There is much left to be done but we have incredible leaders at all levels of this organization who will undoubtedly put their shoulders to the wheel, as they have been, and continue to strive for more.

I have nothing but gratitude in my heart as I prepare to leave on Friday, September 2nd. I am grateful for all that I have learned from you and with you and take great pride in all that we have achieved. But more than anything else, I'm glad I got to know you. This community is lucky to have you and I value the friendships that I will continue to treasure.

In gratitude and as ever yours,
Geoff

Geoff Milz, AICP | LEED-AP
Township Administrator

Colerain Township

ADMINISTRATION

Department: Administration

Department Director: Geoff Milz, Administrator

Strategic Plan Goal: Strategic Goal #1: Increase Focus on Economic Development and Township Prosperity
Strategic Goal #2: Engage the New Economy with Green Initiatives
Strategic Goal #3: Improve the Look of the Township with a Focus on Litter and Dumping
Strategic Goal #4: Manage the Township's Finances Responsibly While Improving Financial Policies and Processes
Strategic Goal #5: Continue to Provide High Quality Safety Services
Strategic Goal #6: Continuously Improve the Operations of the Township

Resolution to Appoint and Approve Contract with Jeff Weckbach to Serve as Township Administrator
Recommend ADOPTION of the Resolution.

Rationale:

Jeff Weckbach has served as the Assistant Administrator for Colerain Township for the past four years. In his time he has served as the Acting Administrator while the Administrator was out of the office and has developed the knowledge, skills, and abilities required to perform the job.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of August 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 APPOINTING JEFF WECKBACH TO THE POSITION OF TOWNSHIP ADMINISTRATOR AND APPROVING ATTACHED CONTRACT

WHEREAS, Geoff Milz has resigned as Township Administrator, effective September 2, 2022; and

WHEREAS, Jeff Weckbach was serving as the Assistant Administrator at the time of Mr. Milz' resignation; and

WHEREAS, Jeff Weckbach has the experience, knowledge, leadership skills, commitment to the community, and understanding of Colerain Township policies necessary to serve as the Township Administrator; and

WHEREAS, the Board of Trustees, in consideration of Mr. Weckbach's track record as an employee of Colerain Township, desires to promote Mr. Weckbach to Township Administrator.

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

1. That the Board hereby appoints Jeff Weckbach to serve as the Township Administrator pursuant to Ohio Revised Code Section 505.031. Mr. Weckbach shall be the administrative head of the Township under the direction and supervision of the Board of Trustees and carry out the duties and responsibilities set forth in Ohio Revised Code Section 505.032.
2. That the Board hereby approves the employment agreement of Jeff Weckbach to serve as Township Administrator which is attached hereto, incorporated herein and designated as Exhibit A, which will replace and supersede all prior Employment Agreements.
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 August, 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 August, 2022.

Jeff Baker,
Colerain Township Fiscal Officer

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated _____ is entered into between the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as the “Board” or “Trustees” and Jeffrey A. Weckbach, Jr., hereinafter sometimes referred to as “Employee”.

WITNESSETH:

WHEREAS, the Board desires to employ the services of the Employee as Township Administrator of Colerain Township as provided by Section 505.031 and 505.032 of the Ohio Revised Code; and

WHEREAS, Employee desires to accept employment as Township Administrator of Colerain Township.

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

Section 1. Duties

The Board hereby employs the Employee as Township Administrator of Colerain Township to perform all duties as specified by law in Sections 505.031 and 505.032 of the Ohio Revised Code, the job description for said position, and to perform all other legally permissible and proper duties and functions as the Board from time-to-time assigns. The Employee is normally expected to maintain office hours from 7:30 a.m. to 4:00 p.m., Monday through Friday. The Employee is normally expected to attend all meetings of the Board of Trustees.

Section 2. Term

The term of this agreement shall begin on September 5, 2022, and shall remain in effect until December 31, 2024 unless sooner terminated pursuant to Section 3 of this Agreement. The provisions of Section 3(A) of this Agreement do not apply in the event the Agreement expires by its terms. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2024, they shall exercise best efforts to discuss terms during the period beginning 90 days prior to the termination date, and enter into a revised Agreement consistent with such discussions. Employee shall notify the Board 120 days prior to the termination date that this Employment Agreement is set prior to expire. If the Board fails to reach a engage in a negotiation 90 days prior to the termination date, this agreement and subsequent renewed agreements will be considered to renewed for an additional two-year term.

Section 3. Termination and Severance Pay

A. In the event Employee is terminated by the Board before the expiration of the term of this agreement, without just cause, and during such time that Employee is willing and able to perform his duties under this agreement, the Board agrees to continue to pay Employee’s salary for a period of twelve (12) months after the date of termination and to continue health insurance coverage for a period of twelve (12) months (or in the event Employer is not able to maintain Employee’s health insurance coverage pursuant to the terms of the plan, then Employer shall pay to Employee for a period of twelve (12) months the cost of health insurance premiums at a rate

that will continue substantially similar health benefits for Employee as provided under the plan), plus the cash value of any accrued vacation time and sick time. The parties agree that the within severance pay provision shall constitute Employee's sole and exclusive remedy for the breach of this agreement.

B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the severance sum set forth in Section 3.A.

C. In the event that the Board refuses, at any time during the term of this agreement, following written notice, to comply with any provision benefiting Employee herein, or Employee resigns following a suggestion by the Board that he resign, then the Employee may, at his option, be deemed to be "terminated without just cause" at the date of such refusal to comply, or suggestion within the meaning and context of the severance pay provision herein contained. The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Ohio. The ICMA Code of Ethics can be found on the ICMA website, icma.org. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit. Requests by members of the Board that violate these ethics may be grounds to be "terminated without just cause." Employee shall consult with the Township Law Director prior to any determination being made that any violation of the aforementioned ethics constitutes grounds to be "terminated without just cause." Additionally, the Board shall have ten (10) days to correct and/or address such issue which is communicated by Employee.

D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board twenty-one (21) days' notice in advance, unless the parties agree otherwise in writing. In the event Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3(A) hereof.

E. For the purposes of Section 3. hereof, "just cause" shall mean incompetence, inefficiency, dishonesty, drunkenness, criminal or immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, any breach of employee's duties under this agreement or any other act of misfeasance, malfeasance or nonfeasance in office as determined by a majority of the Trustees.

Section 4. Compensation

The Board agrees to pay Employee for his services rendered pursuant hereto on a bi-weekly basis at the same time as other employees of the Board are paid at a rate of \$5,770 every two weeks. The Employee shall be provided an evaluation by January 15th of each year. The Employee's compensation shall be reviewed annually by the Board in conjunction with the annual evaluation. Failure to evaluate and consider the compensation of the Employee shall be considered a positive evaluation and the Employee shall be entitled to a compensation increase of 3%. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time.

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, vacation, personal, and sick leave, as provided in the Colerain Township Employee Personnel Policies. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. If the Employee is unable to use vacation time to stay within the Board of Trustees policy for vacation accrual limits, the Employee shall be entitled to receive a cash payment for lost vacation hours commensurate with the Employee's current hourly rate of pay. In addition, the Board will pick up and pay 100% of the employee's contribution to PERS to be treated as a fringe benefit.

Section 6. Automobile Stipend

In lieu of providing the employee with a Township vehicle and/or paying mileage for business related purposes, the Board agrees to pay an automobile stipend in the amount of \$500 per month to be treated as a fringe benefit.

Section 7. Indemnification

The Board shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the reasonable performance of Employee's duties as Township Administrator.

Section 8. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 9. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

Section 10. Review

The Board and Employee shall exercise best efforts to review Employee's performance hereunder not less frequently than annually during the term of this Agreement, per Section 4 of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of _____ 2022.

Employee

BOARD OF TRUSTEES

By: _____

Jeffrey A. Weckbach, Jr.

Cathy Ulrich

By: _____

Dan Unger

By: _____

Matthew Wahlert

Prepared by and approved as to form:

Larry Barbieri, Law Director

Scott Sollmann, Assistant Law Director

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 & EMS - \$4,618.00

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire & EMS is grateful for a \$4,618.00 donation from Cincinnati Moose Lodge Number 2 in appreciation of Colerain Fire & EMS.

Cincinnati Lodge No 2
Lancaster Raffle Account
7778 Colerain Avenue Suite G
Cincinnati, OH 45239

120
13-55/420

7/31/22
DATE

PAY TO THE
ORDER OF

Colerain Twp. Fire

\$ 4,618.00

Four Thousand Six Hundred Eighteen and 00/100

DOLLARS  Security features
included.
Details on back

NorthSideBank
AND TRUST COMPANY
www.northsidebankandtrust.com

FOR

Donation

MP

CONSENT ITEMS

Department: Police

Department Director: Mark Denney, Police Chief

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

Donation Acceptance - Police Department - \$4,618.00

Recommend approval of all consent items.

Rationale:

Colerain Township Police Department is grateful for a \$4,618.00 donation from Cincinnati Lodge #2 in appreciation of their service.

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

Contract - Plattenburg - Financial Statement Preparation

Recommend approval of all consent items.

Rationale:

The Township is required to file financial statements with the Auditor of State each year. Plattenburg provides essential guidance for staff as we convert the raw reports into reportable formats. The maximum cost of the contract is \$5,600.

August 1, 2022

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

This letter will confirm the understanding of our engagement to render accounting services to the Colerain Township, (the "City") for the year ended December 31, 2022. The nature and extent of our respective responsibilities are understood as follows:

1. Plattensburg, CPAs, will assist the City with preparation of regulatory basis financial statements for the City. Such preparation procedures might include:
 - a. Procedures related to the assembling and organizing of information provided by the City to develop the journal entries and subsidiary records needed to prepare the regulatory basis financial statements,
 - b. Procedures related to footnote disclosures,
 - c. Development or correction of revenue and/or expenditures coding,
 - d. Detailed documentation to support above items,
 - e. Such other procedures as deemed necessary by the City and/or Auditor of State.
2. It shall be the responsibility of the City to:
 - a. Direct the engagement and approve engagement results since such results will be solely the responsibility and representation of the City,
 - b. Provide the information/documentation required to complete the preparation procedures,
 - c. Provide detail accounting records according to the timetable of Plattensburg, CPAs, and
 - d. Provide assistance with the requested procedures as needed.
3. The fee for this service will not exceed:
 - a. \$5,600 for December 31, 2021*

*-this amount includes the fee for filing via the Hinkle Report Filing System required by the Auditor of State.
4. Progress billings will be made monthly and will be payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate to cover the additional costs.
5. Additional extended procedures outside the normal scope of this engagement that you may request, if any, will be performed as a separate engagement and covered by a separate agreement. Such work would include, but is not limited to, implementation of new accounting pronouncements, input and submission procedures related to the Auditor of State's **Hinkle Report Filing System** and any work related to assistance with accounting details, including fixed assets.

Please indicate your agreement with the arrangements discussed herein by signing and returning this letter. A file copy is enclosed for your convenience.

Sincerely,

Plattensburg & Associates, Inc.

Plattensburg & Associates, Inc.
Certified Public Accountants

Signature

Printed Name

Title

Date

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

Contract - AEP Energy - Gas Aggregation - Rate of \$0.839/ccf - Term of October 2022 through September 2024
Recommend approval of all consent items.

Rationale:

After months of negotiations, the attached agreement was entered into with AEP Energy for the provision of gas aggregation services. This contract will lock residents into a rate of \$0.839/ccf throughout the term of the contract. The contract lasts from October 2022 to September 2024. Residents are able to opt out of the program at any time and at no charge.

**CONFIDENTIAL**

GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Government Aggregation Master Retail Natural Gas Supply Agreement (“Agreement”) is entered into as of the following date: August 8, 2022 (“Effective Date”). The parties are the following:

AEP Energy, Inc. (“AEP Energy”)	Colerain Township (“Government Aggregator”) Federal Tax ID: <u>31-6000567</u>
<u>Address for Notices:</u> 1 Riverside Plaza 20th Floor Columbus, OH 43215 Attn: Legal Department Toll Free number: 1-877-726-0214 AEPenergy.com/help	<u>Address for Notices:</u> 4200 Springdale Road, Cincinnati, OH 45251 Attn: Jeff Weckbach Phone: 513-385-7599 Email: jweckbach@colerain.org

GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio (“PUCO”) at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Natural Gas Service (“CRNGS”) Provider to sell competitive retail natural gas service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio, but is not soliciting on behalf of and is not an agent of AEP Ohio. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an “Attachment”) shall form a single agreement between the parties (collectively referred to as this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 Government Aggregator Obligations. The Government Aggregator is certified and shall maintain its certification by the PUCO as a government aggregator in connection with retail natural gas supply sales for the duration of this Agreement pursuant to Section 4929.26, et. seq. of the Ohio Revised Code and rule 4901: 1-27-01, et. seq., of the Ohio Administrative Code. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the “Opt-out Aggregation Program” or “Program”). The Government Aggregator shall designate AEP Energy as the CRNGS Provider of record for purpose of supplying competitive retail natural gas service to its residents and small commercial businesses (as defined in the relevant Attachment A). The Government Aggregator shall adopt, or has adopted, an operation and governance plan (the “Plan”) in accordance with the Ohio Revised Code and the Plan has

been filed with the PUCO. In coordination with the Government Aggregator, AEP Energy may send out enrollment forms to the prospective Customers (as hereinafter defined) or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail natural gas service for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its jurisdictional territory. Government Aggregator shall not enter into any type of competitive retail natural gas service supply arrangement with a CRNGS Provider other than AEP Energy on behalf of its residents and small commercial businesses for the provision of the services described hereunder during the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of

their right to “opt-out” and by responding to related inquiries with factual information about the services.

1.2 Opt-out and Required Customer Notifications. The Government Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. AEP Energy reserves the right to remove from such list any ineligible participants, including those not current in their NGDC (as hereinafter defined) charges. Either AEP Energy or the Government Aggregator, in compliance with Ohio law, shall then notify such remaining prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program (“Customers”) shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term (“Refresh Opt Outs”), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible customers the opportunity to participate in the Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible residential or non-mercantile commercial customer that is located within the service territory of the incumbent local natural gas public utility or any successor distribution company or entity responsible for distribution and delivery of natural gas to customers (“NGDC”) and the Government Aggregator’s jurisdictional territory at the time of any Refresh Opt Out (including any eligible customer who opens a new account or who was formerly a member of the Program that moves to a new location, each within the NGDC’s service territory and Government Aggregator’s jurisdictional territory, a “Newly Eligible Customer”) will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Customers already participating in the Program or eligible residential or non-mercantile commercial customers that have previously (at such customer’s same service address or account) opted out of, or rescinded under, the Program. As related to any Newly Eligible Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Program shall have the opportunity to opt out of the Program, without paying a switching fee. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Program.

1.3 Customer Historical Consumption and Consumption Forecast Information. The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical consumption and consumption forecast information, related to the Customer’s usage, from the NGDC or other supplier. Government Aggregator shall promptly provide to AEP Energy any notices from the NGDC in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the NGDC system.

1.4 AEP Energy Obligations. Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply to each Customer the commodity portion of its natural gas supply service (the

“Retail Natural Gas Supply”). The Retail Natural Gas Supply is delivered to the NGDC’s distribution system’s interconnection point (each, a “Delivery Point”), and the relevant NGDC is responsible for delivery of the Retail Natural Gas Supply to each Customer’s meter at and from that point, as well as for responding to emergencies. The Government Aggregator agrees and acknowledges that the NGDC will provide distribution services to such delivery point. To the extent that any services or requirements are provided by the NGDC, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the NGDC, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Natural Gas Supply and related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRNGS by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 Customer Service Requests. Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, service maintenance, metering, service billing or other similar NGDC related concerns should be addressed directly with the NGDC.

1.6 Customer Affirmative Consent Enrollment. The parties agree that AEP Energy may, in its sole discretion, enroll in the Program such prospective Customers (as AEP Energy may determine) that are within the Government Aggregator’s jurisdictional territory by affirmative consent in accordance with rule 4901:1-29-06 of the Ohio Administrative Code, as amended or revised, which prospective Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Customers and AEP Energy.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term of Agreement and Termination. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein; provided, however, that no Customer shall be served by AEP Energy for more than the number of months set forth in the relevant Attachment A without the Customer having an opportunity to opt out of the aggregation without paying a switching fee. “Billing Cycle” means, with respect to each Customer account, the monthly period between meter read dates during the term of the relevant Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the NGDC, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the NGDC has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed by each party. AEP Energy shall continue to serve Customers enrolled in the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRNGS or will be switched to

NGDC service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 Change in Law or Regulation. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, or other regulated service provider (a "Change in Law"), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy may pass through to Customers any such Additional Costs. Furthermore, Additional Costs may be assessed to Customers as prescribed by the PUCO.

2.3 Termination Events. In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The NGDC will not provide consolidated billing consistent with previous practice;
- (ii) The Government Aggregator does not receive the required certification, authorization and/or approval to move forward with the Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for AEP Energy to perform any obligation under this Agreement.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the NGDC or to select an alternate CRNGS Provider. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 3 - DELIVERY TERM

3.1 Delivery Term. During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail natural gas service and related services to the Customers, and shall arrange for distribution service to the Customers by the NGDC.

3.2 Customer Pricing. During the Term, AEP Energy shall provide competitive retail natural gas service and related services to all Customers at the price set forth on the relevant Attachment A (the "Price").

ARTICLE 4 - BILLING AND PAYMENTS

4.1 Pass-through Costs.

Each Customer shall be responsible for payments to the NGDC and shall be solely responsible for late charges, interests, or penalties imposed by the NGDC as a result of such Customer's failure to timely pay the NGDC charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRNGS, then such Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Customer by the NGDC and/or other provider(s) prior to switch date shall be the responsibility of such Customer or accrue to the benefit of such Customer as appropriate. Each Customer shall use commercially reasonable efforts to respond to these obligations directly with the NGDC and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the CRNGS, then such Customer shall reimburse AEP Energy for any amounts paid. Each Customer shall hold AEP Energy harmless for such Customer's failure to pay these obligations in a timely fashion.

4.2 Billing. Consolidated billing shall be provided to Customers directly by the NGDC based upon the NGDC's meter read and Billing Cycle(s) for Customers. Such bills will contain both NGDC and AEP Energy charges. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the NGDC's tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following shall be an "Event of Default" hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

5.2 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Customers under the Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its

early termination (an “Early Termination Date”) which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 Force Majeure. If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term “Force Majeure” means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the NGDC to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party’s obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel or natural gas, or (d) a party’s financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 Curtailments and Outages. AEP Energy shall not be responsible to a Customer in the event the NGDC disconnects, suspends, curtails or reduces service to such Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the NGDC’s facilities, or to maintain the safety and reliability of the NGDC’s system, or due to emergencies, forced outages, or Force Majeure or for any other reason permitted by the NGDC’s tariff or any other acts or omissions of the NGDC.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 DISCLAIMER AND WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF COMPETITIVE RETAIL NATURAL GAS SERVICE OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL NATURAL GAS SERVICE TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE NGDC, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF NGDC’S DISTRIBUTION SERVICE.

7.2 LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

(i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy’s powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor’s rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Government Aggregator. Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;

(ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Government Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any contract, or any other document the terms of Section 10.2 shall apply and prevail;

(iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRNGS provider for the Customers for the Term. If Government Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Government Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a party to this Agreement, and no action taken by Government Aggregator's consultant(s), if any, will be an action by a governmental authority;

(v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Government Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

(viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply competitive retail natural gas service and related services to meet the obligations of Customers and there is no other aggregation program available to these Customers within the jurisdictional territory of the Government Aggregator.

ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each of AEP Energy and Government Aggregator agrees, for itself and its authorized representatives, to keep all proprietary, confidential, and/or trade secret information of the disclosing party (the "Discloser") provided under or in connection with this Agreement, including the terms and provisions of this Agreement ("Confidential Information"), confidential and to use such Confidential Information solely for purposes in connection with this Agreement, except to the extent that the receiving party (the "Recipient") determines that release of such Confidential Information is required by applicable law or regulation, including the Ohio Public Records Act, O.R.C. Section 149.43 et seq. (the "Public Records Act"), subject to the terms and conditions set forth in this paragraph. For purposes of this Article 9, Confidential Information includes this Agreement (or any portion of the contents hereof) and any oral, written, electronic, graphic, or machine-readable information provided before, on, or after the date hereof relating to a party's business information or corporate structure and/or that of any of its affiliates, marketing and product development plans, information related to the calculation or pricing methodology of the Price, cost information, algorithms, or rates under this Agreement, technical data, product specifications, illustrations or other visuals, financial data and plans, correspondence, and any other information regarding the Program provided by or on behalf of the Discloser to the Recipient or developed or learned by the Recipient during the negotiations of or performance under this Agreement or the course of the Program, third-party confidential information, market share data, licenses, contract information, processes and procedures, trade secrets, proprietary "know-how", research, product or service ideas or plans, inventions, and like information concerning, or provided by or on behalf of, the Discloser, its affiliates, or their third-party consultants, contractors, or suppliers and/or that a party considers to be competitively sensitive. Government Aggregator represents that it is subject to the Public Records Act. If the Recipient, or any of its representatives to which Confidential Information has been disclosed, is requested (pursuant to the Public Records Act or otherwise) or becomes legally compelled (pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction) to disclose any of the Confidential Information, then the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing if it intends to release any Confidential Information to afford the Discloser an opportunity to either seek a protective order or other appropriate remedy prior to disclosure or waive compliance with the provisions of this Article 9; provided, however, that each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, vendors, advisors, contractors, attorneys, auditors, accountants, and affiliates as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If the relevant protective order or other remedy is not obtained or the Discloser expressly waives in writing compliance with the provisions hereof, the Recipient, and/or each of its representatives, will disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, is legally required to be disclosed and will reasonably cooperate with the Discloser's efforts, at the Discloser's expense, to obtain reliable

assurance that confidential treatment will be accorded the Confidential Information required to be disclosed.

ARTICLE 10 - MISCELLANEOUS

10.1 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 Entire Agreement. No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Government Aggregator shall create any obligation, duty, or qualification with respect to the Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Government Aggregator (with respect to itself or any Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Government Aggregator), to the contrary of this Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Natural Gas Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Government Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 Waivers. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 Assignment. This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and Customers agree that AEP Energy shall have no further obligations regarding future performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

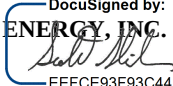
10.8 Forward Contract. The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 Press Releases. Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve any press releases in connection with this Agreement prior to publication or release.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

DocuSigned by:
AEP ENERGY, INC.

By: EEFCE93F93C44AE...
Name: Scott Slisher
Title:
Chief Solutions Officer

DocuSigned by:
COLERAIN TOWNSHIP

By: C3C6E37E20544A0
Name: Jeff Weckbach
Title: Township Administrator

ATTACHMENT A:

GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT CUSTOMER PRICING AND ADDITIONAL TERMS

Attachment A to Government Aggregation Master Retail Natural Gas Supply Agreement

Between

Colerain Township and AEP Energy, Inc.

Term:

Twenty-four (24) months, expected to begin on or around the relevant October 2022 meter read date(s) (or, for Refresh Opt Out(s) or Customer(s) that enroll in the Program by affirmative consent, for a period up to the remainder of such twenty-four (24) month-term), subject to the timing of (i) the available meter read date(s), as determined by the NGDC, following the applicable opt-out period or enrollment date, and (ii) AEP Energy's receipt of confirmation that the NGDC has completed its processing and has accepted the relevant delivery service request(s)

Pricing:

Residential (RS): Commodity portion of natural gas service equal to \$0.839 per Ccf

The Customer shall pay AEP Energy a charge for the commodity portion of its natural gas service that is equal to \$0.839 per Ccf multiplied by the metered natural gas usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable NGDC charges and fees.

Commercial (consumption less than 5,000 Ccf or 500 Mcf annually): Commodity portion of natural gas service equal to \$0.839 per Ccf

The Customer shall pay AEP Energy a charge for the commodity portion of its natural gas service that is equal to \$0.839 per Ccf multiplied by the metered natural gas usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable NGDC charges and fees.

Administrative Services to be provided to Government Aggregator by AEP Energy during the Term:

- Design, print and mail the Opt-out letter to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Program.
- Provide to Government Aggregator's consultant, Energy Alliances, Inc. ("Energy Alliances"), the reasonably-requested information for the annual report of intrastate gross revenues under Ohio Revised Code 4905.10 and 4911.18 and annual report under Ohio Revised Code 4929.20 on behalf of Government Aggregator.
- Government Aggregator directs AEP Energy to pay a fee (in an amount as mutually agreed in writing between AEP Energy and Energy Alliances) per Ccf delivered and paid for under the Program to Energy Alliances for services provided.

CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, Administrator

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

Contract - DeWolf Music - Music Rights

Recommend approval of all consent items.

Rationale:

The attached contract provides the Township access to music rights for media production. The cost of this contract is \$504/year for three years or \$1,512 total.



DE WOLFE MUSIC

DE WOLFE - PRODUCTION MUSIC AGREEMENT

1. **Licensor - De Wolfe Music USA, Inc.** - (Hereafter referred to as "we", "us", "our");
2. **Licensee – Colerain Township** (Hereafter referred to as "you", "your").

Introduction

- A We own and/or control the copyright and all other rights in and to the Repertoire.
- B You have requested to use certain rights in the Repertoire in your productions and we have agreed to permit such usage subject to the terms hereof.
- C It is important that you read and understand this agreement before using any of the Repertoire. By using any of the Repertoire you agree to be legally bound by this agreement. If you do not agree with the terms of this agreement, you may not use the Repertoire.

1. Definitions

- 1.1 The following definitions shall have these meanings:

License Fee	means the fee set out in clause 2.
License Period/Term	means the period commencing as of August 15, 2022 and continuing for a period of three (3) years as specified in clause 3.
Permitted Media	means the Licensed Media granted as defined in Schedule 2.
Productions	means the audiovisual works created by Licensee for exhibition and distribution by Licensee by means of the Permitted Media as defined in Schedule 1.
Repertoire	means all musical compositions and sound recordings in the De Wolfe Music Production Library.
Restrictions	means any restrictions or reservations applicable to the use of the Repertoire as specified in clause 5.
Territory	means the geographic region to exhibition, perform, broadcast or distribute the Licensed Productions as specified in Schedule 3.



DE WOLFE MUSIC

2. License Fee

In consideration of the rights granted hereunder you shall pay us the sum of one thousand five hundred twelve dollars (\$1,512.00) US, invoiced and paid annually at the rate of \$504.00.

3. License Period/Term

The term of this agreement shall commence as of August 15, 2022 and shall continue for the period of three (3) years. Upon expiration of the Term, this agreement shall thereafter continue on all the same terms and conditions except for the amount of the License Fee (which shall be negotiated in good faith between the parties hereto), unless terminated in writing by either party at least sixty (60) days prior to the expiration of the then current Term. Notwithstanding the foregoing, it is understood all Licensed Productions produced during the Term are licensed in perpetuity.

4. Grant of Rights

4.1 Subject to the payment of the License Fee we grant to you the non-exclusive right to include, embody, synchronise or otherwise use the Repertoire in or together with the Productions and to exploit the same during the License Period in the Permitted Media throughout the Territory only.

4.2 Upon expiry or termination of the License Period for any reason all rights granted hereunder shall revert to us and you shall make no further usage of the Repertoire.

5. Restrictions

5.1 Other than the rights granted in clause 4, no rights of any kind whatsoever in or relating to the Repertoire are hereby granted or otherwise deemed to be granted to you and in particular without detracting from the generality of the foregoing no right or interest in respect of the copyright of the Repertoire is granted to you and the rights granted do not confer:

5.1.1 any right to sell, hire or otherwise dispose of copies of the Repertoire or any part thereof;

5.1.2 any right to make any arrangement or rerecording, edit, adaptation or material alteration of the Repertoire without prior written consent from us;

5.1.3 any right to manufacture sell or use the Repertoire separately from or independently to the particular Production;

5.1.4 sell or in any way make commercial gain from the out of context use of the Repertoire; and

5.1.5 use the Repertoire for any purpose other than in accordance with this Music Usage License.

5.2 No direct performing rights are granted under this agreement and if the rights granted hereunder include the right to broadcast or perform the Production, then such broadcast or performance shall only be permitted through the facilities of a station or other venue having a valid performing rights license from ASCAP or other performing rights society in the Territory which controls the musical compositions contained in the Repertoire. If these rights granted hereunder include the right to sell or otherwise distribute copies of Production hereunder, any payments which may be payable to mechanical rights collection agencies or other entities in any part of the Territory shall be your sole responsibility.



DE WOLFE MUSIC

- 5.3 You shall be entitled to access to BWAV, MP3 and AIFF format audio files as hosted for download on our website. All of the foregoing are herein referred are "Other Materials." Upon termination of this agreement for any reason whatsoever, you will immediately stop using the Repertoire for any new Productions.

6. Payment

- 6.1 You shall pay the License Fee prior to any usage of the Repertoire.
- 6.2 Upon notification by us to you that payment of the License Fee has been received, you may exploit the Productions in accordance with the terms hereof.
- 6.3 In the event that any use of the Repertoire is made by you without payment of the License Fee or use of the Repertoire is made by you which is beyond the scope of this agreement License then we shall be entitled to charge and you hereby agree to pay a License Fee in accordance with the Rate Card which is prevailing at the time.

7. Copyright

- 7.1 You acknowledge that all right to copyright and other rights pursuant to the Repertoire is and will remain our exclusive property.
- 7.2 The Repertoire may change from time to time and we shall inform you if any part of the Repertoire is not available for usage hereunder. Receipt by you of such notice shall constitute your acceptance of a change to this agreement.

8. Warranties and Liabilities

- 8.1 We warrant that we own and/or control the copyright in the Repertoire and that we have the right to enter into this agreement and grant to you the rights in the Repertoire and the Repertoire shall not infringe the right of any third party. Without limitation to the foregoing we warrant that:
- 8.1.1 we have the right to exploit the Repertoire in any manner contemplated by this agreement; and
- 8.1.2 all persons contributing to or performing in the Repertoire have given all consents necessary to exploit the Repertoire in any manner contemplated by this agreement without further payment.
- 8.2 You warrant that you have the right to make this agreement.
- 8.3 Each party indemnifies the other against any loss (including legal fees) that the injured party may suffer resulting from any claim against it inconsistent with any representation made by the defaulting party hereunder provided that in no event shall our liability under this agreement exceed the amount of the License Fee paid.
- 8.4 In the event that any claim is made against an indemnitee or any legal proceedings are commenced against an indemnitee by any third party that may give rise to liability by an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of such claim and shall give the indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. Indemnitee shall at all times have the right to participate in any settlement which it reasonably believes would have an adverse effect on its business. An indemnitee shall not make any settlement of any claims which might give rise to liability by an indemnitor hereunder without prior written consent of the indemnitor, which indemnitor should reasonably provide in good faith.



DE WOLFE MUSIC

9. Liability

- 9.1 We shall not be liable to you for any loss of goodwill, reputation, profit or any indirect special or consequential loss, damage, costs, expenses or other claims that are caused by our negligence or otherwise arise out of or in connection with your use of the Repertoire.
- 9.2 No partnership or agency is created by this agreement and neither party shall represent otherwise.
- 9.3 If any clause or part of this agreement or the application of such to any party shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this agreement, the terms of which shall remain in full force and effect.
- 9.4 The laws of the State of New York shall govern this agreement and the courts shall have exclusive jurisdiction.

DocuSigned by:

Joel Feinberg

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For and on behalf of
De Wolfe Music USA Inc.
Joel Feinberg
CEO

For and on behalf of

Colerain Township

~~Geoff Milz Township Administrator~~

Jeff Weckbach

Assistant Administrator



SCHEDULE 1

Productions

Licensed Productions: Local access television programming/PSAs and productions streamed online via Colerain Township's website and its social media pages.

Licensed Location: 4200 Springdale Rd. Colerain Township, OH 45251

SCHEDULE 2

Permitted Media

"Internet Streaming Rights"	means the right to make the Productions available via the Internet for streaming via Colerain Township's website and its social media pages.
"Local Broadcast Rights"	means the right to broadcast the Productions on Local access television within the Licensed Territory.

SCHEDULE 3

Territory

Licensed Territory: Broadcast throughout the state of Ohio except with respect to the internet, the territory shall be worldwide.

CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, Administrator

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

Contract - Healthworks - Biometric Screening - \$300

Recommend approval of all consent items.

Rationale:

This contract will cost a maximum of \$300 and is dependent on employee participation. For example, if more than 12 employees participate, the cost drops to \$150. This contract is to provide biometric screenings for employees as part of the employee wellness program.



Building **Healthy** Worksites

Proposal for Colerain Township

Written by: HealthWorks

SECTION 1

Introduction

WELLNESS SOLUTIONS for Colerain Township

HealthWorks is pleased to partner with you again!

We are grateful for the opportunity to provide wellness solutions for Colerain Township. Thank you.

Enclosed you will find the following documents:

1. Proposal-List of Services and Applicable Pricing Estimates (acceptance required)
2. HealthWorks Service Agreement-Please take a moment to review, some additional fees may apply and will be outlined in this agreement (acceptance required).
3. EEOC documents (2 attached)-The EEOC Final Ruling on Wellness Programs is for your files/information only. The Employee Notice is what you will distribute to your employees, if applicable.

If you need more information regarding the EEOC ruling please click on the link below.

<https://www.eeoc.gov/laws/regulations/qanda-ada-wellness-final-rule.cfm>

SECTION 3

SECTION 3

Your Investment

SO...HERE'S THE DEAL

What a great way to invest in your people and their future



Service	Price	QTY	How Billed	Subtotal
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Biometric Screening-Finger Stick w/ AI-C - ANTHEM Includes lipid panel, glucose, blood pressure, height, weight, waist, BMI and A1C. HealthWorks will file as preventive claim with Humana for all participants on the company plan. We will bill the client for rejected claims and those on other health plans that HealthWorks cannot direct bill. Cost is \$68 per participant.	\$0.00	12	Per Participant	\$0.00
10-24 screening participants If an event, defined as a separate trip for HealthWorks, happens to fall below 25 participants screened onsite, a minimum site fee will be billed to the client.	\$150.00	1	Flat Fee	\$150.00
Additional Fees May Apply-See HealthWorks Agreement Below	\$0.00	1		\$0.00
				\$150.00
<i>J.W.</i> Total				\$150.00

This quote is based on an estimated number of participants and subject to change.

Please note, the following additional fees *may* apply based on the scope of the project:

- Staff fee for over/under staffing
- Staff fee for not meeting minimum participation requirements
- Travel fees, *if applicable*

Invoiced to: Anthem

SECTION 5

Next Steps

HOW TO GO AHEAD

We appreciate your continued business. As with everything, we make things as simple as possible.

Before we get started you need to:

- **Review the HealthWorks Agreement (and initial where prompted)**
- **Sign below to accept this Proposal and the HealthWorks Agreements**



Description and Terms of Services

1. Services to be rendered:

HealthWorks will provide adequate staff for conducting biometric health screenings and/or health awareness programming as described in the original proposal.

2. Minimum Participation Requirement:

HealthWorks requires a minimum of 25 participants scheduled consecutively or additional fees will apply:

Fees for Events With <25 Participants

# of Participants	Additional Charge
1-9	\$300.00
10-24	\$150.00

J.W.

- *Note: participants who elect biometrics only (ht., wt., waist, BP) will NOT be applied to the minimum requirement.*

3. Event Details:

Client is responsible for monitoring event signups. To avoid over-staffing charges, client must notify HealthWorks at least 5 business days prior to the screening if the estimated number of signups has decreased by more than 10%. Failure to do so will result in a \$75/hour/extra staff member charge to cover idle screener time. Idle screener time is defined as any time that a screener is processing fewer than 6 participants per hour (calculated from the difference between the projected participation and the actual participation)

Event Date	Location	Estimated Participants	Event Time
November 1, 2022	4200 Springdale Road Colerain, OH 45251 - Trustee Chambers	12	7:00 am - 9:00 am

J.W.

4. Marketing Toolkit:

HealthWorks will provide the following: 1) checklist for rolling out health screening event; 2) excel template for client to populate a list of all benefit-eligible health screen participants (MUST be returned by requested date on checklist); 3) promotional flyer to be circulated by Client to its employees.

5. Scheduling (for biometric screening event): Please note additional fees that may apply.

- **HealthWorks online appointment scheduler:** This is the preferred scheduling method. HealthWorks will create a link on HealthWorks website (www.cincyhealthworks.com) to allow Client's employees to schedule their screening appointments online. Client's employees may also choose to call HealthWorks directly (513-751-1288) to schedule an appointment.
- **Client manages the scheduling in-house:** Client will submit all appointments to HealthWorks via the online scheduler or provide us with a typed Excel spreadsheet no later than 5 business days prior to the scheduled screening date. A \$150 charge will be added for schedules not provided to HealthWorks 5 business days prior to the event.

6. Corporate Reporting/Wellness Program Recommendations: Upon completion of Health Screening event, HealthWorks will (only applicable with groups of 25+) provide a Corporate Health Data Report that includes aggregate biometric values. For additional reporting requests, a \$50/hour fee may apply.

7. Results Delivery: For a venipuncture screening, results will be available on the HealthWorks Elevate Portal 24-48 hours following the screening. For finger stick screenings, results will be hand delivered to the participant at the event and results will be entered in the HealthWorks portal for online viewing.

8. Offsite Screening (Physician or LabCorp): Collection fees in addition to the screening costs apply for off-site screenings (LabCorp \$20, Physician \$12). Set up fees may also apply for PCP campaign only clients. Client understands that all employees and spouses screened via LabCorp or Primary Care Physician will have their biometric information processed – and personal reports created -- by HealthWorks within 7 business days of our receiving their data.

9. Travel/Expenses (If Applicable):

- HealthWorks will invoice Client for mileage for any job that is ≥ 40 miles from the closest HealthWorks regional office. Rate is based on current IRS allowable rate/staff member.

Staff Travel Fees:

- A half day travel charge of \$125/staff member will be charged for jobs

requiring one-way travel of 60-100 miles

- A full day travel charge of \$250/staff member will be charges for jobs requiring one-way travel of 100+ miles

Hotel Charges

- Hotels charges will be billed directly to client (Note, this does not include incidentals)
- Pre-event: as required for jobs with travel and a start time before 8:30am
- Post-event: as required (to be determined by HealthWorks and agreed upon by Client prior to contract finalization)

Miscellaneous Fees:

- Costs associated with shipping supplies to job sites (as applicable) will be billed directly to client.
- For screening events with start times of 6:00am or earlier – OR – after 7:00pm, a \$50 fee will be charged per HealthWorks staff member.
- Weekend Event Charge: an additional \$50 per HealthWorks staff member will be charged for weekend screenings.
- Additional parking, if applicable

10. Cancellation / Date Change Policy:

Client agrees to the following cancellation fees if event is not rescheduled within 5 business and event must take place within 2 months of cancellation:

- A \$300 cancellation fee will be charged for all screening events cancelled within 7 business days of the confirmed date
- A \$500 cancellation fee will be charged for all screening events cancelled within 3 business days of the confirmed date
- Change of screening date: Client understands that HealthWorks cannot guarantee a specific date if Client needs to change the date of a scheduled event. If HealthWorks needs to send staff from a different region to accommodate new date as the results of the client changing original date, then additional travel fees may apply.

11. Insurance:

HealthWorks has agreements with many insurance carriers and will file claims for Clients' employees if these carriers are the employees' primary (not a secondary) insurance. HealthWorks does not accept Medicare or Medicaid. HealthWorks shall

maintain professional insurance and liability insurance and will provide a copy of its policies to Client for its records upon request.

12. Uninsured / Rejected Claims:

HealthWorks will invoice Client for any rejected claims and/or for participants not covered under Client's health insurance plan. (Please note: HealthWorks is unable to file Anthem Pathways claims.) Rejected claim or uninsured participant pricing:

- Venipuncture (no A1-C) = \$50
- Venipuncture w/A1-C = \$63
- Finger Stick (no A1-C) = \$55
- Finger Stick w/ A1-C = \$68

13. Privacy:

HealthWorks agrees to keep all the information obtained from the health risk screens confidential and to comply with all applicable laws regarding such information.

HealthWorks	Colerain Township
Signature <i>Denise Flickner</i>	Signature <i>Jeff Weckbach</i>
Name Denise Flickner	Name Jeff Weckbach
Title Founder & CEO	Title Assistant Administrator
Date Aug 8, 2022	Date 08/09/2022

Signature Certificate

Reference number: GISDY-76OG5-OLSY8-NPRSP

Signer

Renetta Edwards

Email: redwards@colerain.org

Shared via link

Sent:

Viewed:

Signed:

Timestamp

08 Aug 2022 19:21:28 UTC

08 Aug 2022 19:41:52 UTC

09 Aug 2022 12:53:43 UTC

Signature



IP address: 66.161.212.226

Location: South Lebanon, United States

Document completed by all parties on:

09 Aug 2022 12:53:43 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, Administrator

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

Contract - Hamilton County Land Reutilization Corporation - Demolition Grant Award - \$105,000

Recommend approval of all consent items.

Rationale:

The Township submitted a joint grant request with the Hamilton County Land Reutilization Corporation for the demolition of several blighted properties in Colerain Township. The Hamilton County Land Reutilization Corporation was successful in receiving state dollars for this project that will result in the demolition of:

- 2864 Houston Road, Colerain Township, OH 45251 (PPN 510-0024-0288-00);
- 3483 Niagara Street, Colerain Township, OH 45251 (PPN 510-0112-0019-00);
- 7954 Harrison Avenue, Colerain Township, OH 45002 (PPN 510-0440-0068-00);
- 8806 Nabida Drive, Colerain Township, OH 45247 (PPN 510-0342-0013-00);
- 9929 Capstan Drive, Colerain Township, OH 45251 (PPN 510-0111-0156-00)

The Township will be awarded up to \$105,000 to aid in these demolitions.

**BUILDING DEMOLITION AND SITE REVITALIZATION
PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN
Hamilton County Land Reutilization Corporation
AND
Colerain Township Board of Trustees**

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made effective as of the latest date set forth on the attached signature page(s) (the "Effective Date") by and between the Hamilton County Land Reutilization Corporation ("Lead Entity") and the Colerain Township Board of Trustees ("Subrecipient") to undertake demolition projects ("Projects") as defined herein pursuant to the Building Demolition and Site Revitalization Program ("Program") as approved by the Ohio Department of Development ("ODOD").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from the ODOD; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF WORK.

A. Activities. Subrecipient shall conduct all Projects in compliance with and consistent with the Program Guidelines, Lead Entity Application, and the grant agreement between the ODOD and the Lead Entity, incorporated by reference herein and available at the Lead Entity's Office.

B. Project. Demolition Funds may be used for the sole and express purpose of undertaking and completing the Project as described in the Scope of Work attached hereto as **Exhibit A**.

II. SCOPE OF SERVICES.

A. General Administration. Subrecipient will be responsible for the general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the agreement between Lead Entity and the ODOD.

B. Levels of Accomplishment - Goals and Performance Measures. Pursuant to the Program Guidelines, Subrecipient shall be responsible for completing the Projects and reporting such measures as units demolished and waste removal efforts undertaken. Subrecipient shall also include time frames for performance to the Lead Entity as requested.

C. Staffing. Subrecipient shall ensure adequate and appropriate staffing is allocated to each Project. Neither Subrecipient nor its personnel shall at any time, or for any purpose,

be considered as agents, servants or employees of the ODOD or the State of Ohio.

D. Performance Monitoring. Lead Entity will monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity all necessary reporting information as required by the ODOD for reimbursement and in the administration and review of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on September 1, 2022 and end on or before April 30, 2023 ("Project Period"), unless otherwise agreed to between the Lead Entity and the ODOD in writing. All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds.

IV. PAYMENT

Lead Entity shall obligate Program Funds in an amount not to exceed \$105,000.00 for the sole and express purpose of undertaking the Project described herein. It is expressly agreed and understood that the total amount to be paid by the Lead Entity to the Subrecipient under this Agreement shall not exceed the amount set forth in this paragraph. A summary of eligible costs is attached hereto as **Exhibit B**.

Payment of Program Funds to Subrecipient shall be made upon the timely submission to Lead Entity of a Reimbursement/Disbursement Request Report, attached hereto as **Exhibit C**. Lead Entity reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

Program Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate. Any income resulting from the performance of Subrecipient's obligations under this Agreement shall remain with Subrecipient. If the Program Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or are not expended, the amounts improperly expended or not expended shall be returned within thirty (30) days after the expiration or termination of this Agreement. Lead Entity shall require completed Projects before payment is made to Subrecipient.

All costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought, or substantiating any matching funds requirement, shall be fully documented.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

If to Subrecipient: Name: Geoff Milz
Address: 4200 Springdale Rd
Telephone: 513-385-7500
Email: GMLZ@Cobrain.org

If to Lead Entity: Amy Bancroft
Address: 3 E. Fourth St., Cincinnati, OH 45202
Telephone: 513-632-3721
Email: abancroft@cincinnatiport.org

with a copy to: Christopher M. Recht
Address: 3 E. Fourth St., Cincinnati, OH 45202
Telephone: 513-632-3754
Email: crecht@cincinnatiport.org

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. Subrecipient shall submit to Lead Entity all reports as required by the Program Guidelines.

- (1) Quarterly Performance Report: This report must include documentation of demolition including before, during, and after pictures of demolition activity for each address, expenses, matching funds if required, environmental reports, authority for demolition (title, consent, court order, etc.) and contractor release of liens. **Quarterly Performance Reports are due by 5:00 p.m. on the second Friday after the end of each quarter.**
- (2) Final Performance Report: A final performance report on demolitions and land reutilization by **December 31, 2023**. This report must include the number of demolitions completed, expenditures including in-kind contributions, and program accomplishments including community and economic benefits realized.

B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment. Subrecipient shall permit Lead Entity to audit, examine and make copies or transcripts from such records.

VII. GENERAL CONDITIONS

A. Liability and Insurance. Subrecipient shall maintain, at its expense, the following types of insurance, issued by companies acceptable to the Lead Entity covering the services:

(1) Worker's Compensation Insurance, including occupational diseases, providing for the payment of benefits required by the laws of the state in which the project is located, covering the persons employed by Contractor on the services, and Employer's Liability Insurance with a minimum limit of \$1,000,000.

(2) Commercial General Liability Insurance, including contractual liability, completed operations, products liability, personal injury liability, and broad form property damage providing coverage with limits of at least:

Bodily Injury and Property Damage Combined	\$1,000,000 per occurrence \$1,000,000 aggregate
Personal Injury	\$1,000,000 aggregate

(3) Business Automobile Liability Insurance providing coverage with limits of at least:

Bodily Injury and Property Damage Combined	\$1,000,000 per accident \$1,000,000 aggregate
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(4) Umbrella Form Excess Liability Insurance providing coverage with limits of at least:

Bodily Injury and Property Damage Combined	\$3,000,000 per occurrence \$3,000,000 aggregate
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(5) Professional Liability Insurance coverage with limits of \$2,000,000 per claim and \$4,000,000 aggregate, which includes a \$30,000 deductible provision per claim.

All of the above policies, with the exception of the Worker's Compensation, shall be endorsed to include a Waiver of Subrogation in favor of the Lead Entity. The Lead Entity shall also be named as additional insured, on a primary and non-contributory basis, on these policies.

If the Lead Entity requests revisions in the types and limits of insurance at any time during the Project Period, Subrecipient will endeavor to comply and the Lead Entity will reimburse Contractor for any net additional premium expense incurred.

A Certificate of Insurance will be provided to the Lead Entity or other party, as may be appropriate, before proceeding with the Project. Thirty days' cancellation notice will be given in writing to the Lead Entity.

B. Indemnification. Subrecipient agrees to release the Lead Entity against any claims or damages incurred by the Lead Entity as a result of Subrecipient's participation in this Agreement. Additionally, Subrecipient and its subcontractors shall promptly notify the Lead Entity of all damage to property of the Lead Entity or others, and of injuries sustained by any persons, including employees of Subrecipient, in any manner relating directly or indirectly to the project or the services within the scope of this project.

C. Adherence to State and Federal Laws, Regulations

(1) General. Subrecipient agrees to comply with all applicable Federal, state and local laws,

rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any Program Funds. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- (2) Ethics. Recipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Recipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (4) Non-Discrimination. Pursuant to R.C. 125.111 and the ODOD's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.
- (6) Non-Assistance to Terrorist Organization. If the potential compensation to Subrecipient under this Agreement exceeds \$100,000.00, Subrecipient hereby represents and warrants that it has not provided any material assistance, as that term is

defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization," available at <http://homelandsecurity.ohio.gov/dma/dma.asp>. Subrecipient further represents and warrants that it has provided or will provide such document to the Lead Entity prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Lead Entity any funds paid under this Agreement.

- (7) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.
- (8) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.
- (9) Subcontracts. Subrecipient shall bind its subcontractors to the term of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Lead Entity to terms inconsistent with, or at variance from, this Agreement.
- (10) Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.
- (11) Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- (12) Source and Availability of Funds. Subrecipient acknowledges that the source of the Program Funds is a court approved consumer settlement agreement. Lead Entity shall have no obligation to advance or pay Subrecipient with any funds other than the funds Lead Entity receives from the ODOD.
- (13) Termination Procedure
 - i. Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:
 - (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.

- (b) Failure of Subrecipient to submit complete and accurate reports.
 - (c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.
- ii. Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
- iii. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

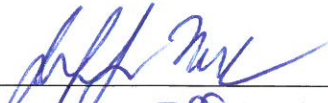
VIII. MISCELLANEOUS

- A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.
- C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.
- D. Private Property. No action shall be taken to impose a conservation easement on a property on which Program Funds are used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SUBRECIPIENT:

Colerain Township Board of Trustees

By: 
Printed Name: Jeff Weckbach
Title: Asst. Admin.
Date: 8/9/22

LEAD ENTITY:

Hamilton County Land Reutilization Corporation

By: Port of Greater Cincinnati Development Authority
Its: Management Company
By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A

Scope of Work

ODOD Project Number: PP_1478

Project Name: Colerain-Demo-5 Structures

Property Addresses:

- 2864 Houston Road, Colerain Township, OH 45251 (PPN 510-0024-0288-00);
- 3483 Niagara Street, Colerain Township, OH 45251 (PPN 510-0112-0019-00);
- 7954 Harrison Avenue, Colerain Township, OH 45002 (PPN 510-0440-0068-00);
- 8806 Nabida Drive, Colerain Township, OH 45247 (PPN 510-0342-0013-00); and
- 9929 Capstan Drive, Colerain Township, OH 45251 (PPN 510-0111-0156-00).

Scope of Work: Abatement and demolition of five blighted residential structures.

Timeline: September 2022 – April 2023

Exhibit B

Eligible Costs

Each Project includes demolition activities such as asbestos surveys, required asbestos abatement, demolition of buildings, and waste removal. Other reimbursable demolition activities include the following Demolition Hard Costs, Demolition Soft Costs, and a portion of General Administrative Costs:

Cost Category	
General Administrative Costs	• General Management and Oversight of Program • Technical Support Services • Contractor pre-qualification • Spec-writing and bid preparation • Contract preparation • Evaluation and Monitoring • Invoice processing/payment • Preparation of Program Disbursement Requests • Report Preparation • Local Historic Review/Assessments (Ohio Historic Preservation Office clearance is not required) • State Audit(s) • Other expenses approved on a case-by-case basis by Development
Eligible Pre-Demolition Costs	• Acquisition of Real Estate (no more than 10% of the total request, not to exceed the county auditor property value) • Initial property inspections/assessments • Property security costs, board up • Grass mowing prior to demolition • Interior and exterior debris removal and disposal (including illegal dumping, junk vehicles, discarded tires, etc.) • Environmental assessments • Asbestos surveys • Contract preparation and review by third-parties • Architectural/engineering fees, including cost estimates, bid specifications and job progress inspections • Bid advertisements for vendors • Other expenses approved on a case-by-case basis by Development
Eligible Demolition Costs	• Removal and disposal of asbestos • Removal and disposal of other hazardous materials • Demolition of buildings including disposal, backfill, compaction • Clearance of structures and improvements (trees, shrubs, poles, porch piers, patios, fireplaces, fences,

	barriers, walls, driveways, aprons, service walks, parking lots, light poles, smokestacks, signage, etc.) • Removal of underground storage tanks and utility services including electrical transformers • Removal and/or filling/capping of septic systems and wells • Removal of additional exterior or interior dumping of debris prior to demolition • Vehicle towing • Equipment purchases or rentals, such as safety fencing, erosion control silt socks, portlets, etc. • Saw-cutting adjacent party walls and parging the wall to remain • Regulatory permit and inspection fees • Documented, labor, material, or equipment costs • Relocation of utility structures above ground • Other expenses approved on a case-by-case basis by Development
Eligible Post-demolition Costs (Required for each project)	• Site restoration (grading and seeding) • Public sidewalk, curb or catch basin repair or, if required by local municipality, installation
Eligible Post-demolition Costs (Optional for each project and capped at \$5,000 per project)	• Greening and improvements (Trees, shrubs, flowers, and other landscaping) • Architectural elements (fencing, signage, benches, and other hardscaping)
Ineligible Costs	• Marketing of project site(s) • Litigation expenses for legal unrelated to tax foreclosure • Property taxes • Property insurance premiums • Payment of delinquent utility costs • Post-demo property maintenance including mowing • Costs incurred prior to the grant period (with the exception of match)

Exhibit C

REIMBURSEMENT/DISBURSEMENT REQUEST REPORT

Provide the following information on each demolition project reimbursement request with attached supporting documentation. Each report shall provide the street address, itemization of expenses claimed, any applicable matching funds, and amount requested. Attachments to the report shall include photographs, invoices, authority for demolition, environmental reports and any applicable waste shipment record. Only one subrecipient agreement and contractor, subcontractor or vendor agreement shall be provided per entity.

Address

Itemization of expenses

Match dollars, if applicable

Reimbursement requested

CERTIFICATION

I certify that this Request for Payment is in accordance with the terms and conditions of the Grant Agreement cited and is proper for payment to the Grantee's depository. I also certify that the date reported above is correct and that back-up detailed documentation has been submitted.

APPROVED BY: _____

Printed Name: _____

Title: _____

Date: _____

CONSENT ITEMS

Department: Administration

Department Director: Geoff Milz, 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

Contract - Duke Energy - Interconnect Agreement for Solar - No Cost

Recommend approval of all consent items.

Rationale:

This agreement with Duke Energy is required to have the interconnection installed for our inverter for the solar project. There is no cost to the Township.



Ohio Short Application for Interconnection - level 1

Use this application form only for 25-kW or smaller generation facilities using inverters certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 and the installation must be in Ohio.

Submit a signed copy of this application(including all the required attachments) by mail, email or fax to:

Mailling address: Duke Energy Ohio
P.O. Box 1010
Charlotte, NC 28201
Attention: Customer Owned Generation-ST14Q

Overnight address: Duke Energy Ohio
400 S. Tryon St.
Charlotte, NC 28202
Attention: Customer Owned Generation-ST14Q

Fax: 980.373.5244

Email: customerownedgeneration@duke-energy.com

If you have questions regarding this application or its status, contact Duke Energy by email at customerownedgeneration@duke-energy.com or by phone at 866.233.2290

**APPLICATION FEE - Please submit a non-refundable \$50 application fee to the address above.
Checks should be made payable to Duke Energy Ohio.**

APPLICANT INFORMATION - Use names as it appears on Duke Energy bill

Customer name	Jeff Weckbach	Account number	99900684203
Customer address	4300 Springdale Road	Phone number	(513) 923-5016
City	Cincinnati	State	OH
Project Contact Person (if different from above)	Samuel Garber	Phone Number	(937) 239-3895
		Email address(Optional)	sam@inspiramental.com

provide names and contact information for other contractors, installers or engineering firms involved in the design and installation of the generating facilities:

GENERATING FACILITY INFORMATION

Energy Source:	Solar	Expected start-up date	
Inverter Manufacturer	SMA America	Inverter model	Sunny Tripower Core1 62-US
		Inverter quantity	1
Total Inverter power rating:	24.490	Inverter voltage rating:	62500.0000
Power rating of energy source(i.e.,solar panels, wind turbine):			395.0000
Is battery storage used?	No	If yes, battery power rating:	
Is net metering under Duke Energy Ohio Electric Tariff Rider NM requested?:		Yes	

- Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741
- Attach site drawing or sketch showing location of the energy source, inverter and Duke Energy's meter.
- Attach single-line drawing showing all electrical equipment from Duke Energy's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings and transformer connections.
- If any additional information is required to evaluate this application, Duke Energy will notify the Applicant.

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are from Duke Energy Ohio's Rate IS – Interconnection Service. The term "Company" refers to Duke Energy Ohio.

Any Customer operating a generating device in parallel with the Company's system shall comply with the following Terms and Conditions:

1. Customer shall install, operate and maintain at Customer's sole cost and expense, any control, protective or other equipment on the Customer's system required by the Company's technical interconnection requirements.
2. Any changes or additions to the Company's system required for interconnection service shall be considered excess facilities. Customer shall agree to pay Company for actual costs incurred for all such excess facilities prior to construction.
3. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics of the generation equipment, controls and protective relays and equipment (hereinafter called the "Generation Facilities"). The Generation Facilities installed and operated by or for Customer shall comply with, and Customer shall represent and warrant its compliance with:(a)the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, and Company's Service Regulations, each as contained in Company's Retail Electric Tariff and each as may be revised from time to time with the approval of the Public Utilities Commission of Ohio ("Commission"); (c) the rules and regulations of the Commission, including the provisions of Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state and federal codes and laws, as the same may be in effect from time to time.
4. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of company's electric

system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the Generation Facilities is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

5. Customer's control equipment for the Generation Facilities shall immediately, completely and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such Automatic disconnecting devices operate.
6. Customer shall install, operate and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with IEEE 1547 and the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Upon request from the Company, Customer shall supply copies of periodic test reports or inspection logs.
7. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
8. Customer must provide the Company reasonable opportunity to inspect the Generation Facilities prior to initial operation and witness the initial testing and commissioning of the Generation Facilities. Company may witness any commissioning tests required by IEEE 1547. Following the initial testing and inspection of the Generation Facilities and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the Generation Facilities comply with the requirements of this Agreement. The Company's cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Upon written request, Customer shall inform Company of the next scheduled maintenance and allow Company to witness the maintenance program and any associated testing. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system.
9. Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Tariff, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure then on compliance prior to isolating the Generating Facilities.
10. Customer shall agree that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in the Interconnection Agreement, and no relay or other control or protection settings specified in the Interconnection Agreement shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

11. Each Party (the “Indemnifying Party”) to the extent permitted by law shall indemnify and hold harmless the other P arty from and against all claims, liability, damages and expenses, including attorney fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying P arty, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party’s facilities used in connection with this Agreement.
12. Customer shall agree to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence. Customer shall agree to provide Company from time to time with proof of such insurance upon Company’s request.

CUSTOMER SIGNATURE

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to abide by all the Special Terms and Conditions included in this “ Application for Interconnection and Net Metering” and Company’s Rate IS –Interconnection Service.

Customer
Signature:

Jeff Weckbach
Jeff Weckbach (Aug 10, 2022 06:58 EDT)

Date: 08/10/2022

Printed
name: Jeff Weckbach

Title:

Signature:

Email: sam@inspiramental.com

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. Matthew Fuhr
2. Reed Valentino

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 September 4, 2022.

CONSENT ITEMS

Department: Police

Department Director: Mark Denney, Police Chief

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

Promotion - Sergeant - Police Department

Recommend approval of all consent items.

Rationale:

The position of Sergeant was posted, applications were received and interviews conducted. Officer Michael Stockmeier was selected.

The wage for this job is \$40.11 per hour (\$83,430.00 annually) for 40hours per week. Contingent upon Board approval, he would be eligible to begin work on September 4, 2022.