

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - June 25, 2024

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. Presentation on Township's Aggregation Program Performance
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Resolution Declaring a Junk Motor Vehicle - 2474 Clover Crest Dr. - 1 of 6
 - b. Resolution Declaring a Junk Motor Vehicle - 2600 Lincoln Ave. - 2 of 6
 - c. Resolution Declaring a Junk Motor Vehicle - 2805 Houston Rd. - 3 of 6
 - d. Resolution Declaring a Junk Motor Vehicle - 3183 Lapland Dr. - 4 of 6
 - e. Resolution Declaring a Junk Motor Vehicle - 6666 Schweitzerhoff Rd. - 5 of 6
 - f. Resolution Declaring a Junk Motor Vehicle - 9264 Coogan Dr. - 6 of 6
 - g. Resolution Declaring Nuisance and Ordering Abatement
 - h. Motion to Issue Noise Resolution Permit to St. John's Church
 - i. Motion Authorizing Township Administrator to Execute Agreement with Duke Energy for Station 26 Site work for \$13,127.84
 - Administration**
 - a. Motion Authorizing Township Administrator to Execute Agreement with Choice One Engineering for Engineering Services for Springdale Road Sidewalks for \$124,576.00
 - b. Motion authorizing the Township Administrator to execute a natural gas aggregation agreement at a rate not to exceed Duke Energy's Gas Cost Recovery (GCR) Rate for a period of twelve (12)-months
 - c. Resolution Adopting Financial Policies for Fraud Prevention



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11. Old Business

12. Consent Items

- a. Donation Acceptance - Department of Fire and EMS - John and Patricia Helmes - \$20.00
- b. Contract - Choice One Engineering - Conceptual Study for Administration Campus Parking Lots - \$4,850 - NOEXP
- c. New Hire - Planner - Juliana Petti - Development - \$26/hour

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Presentation on Township's Aggregation Program Performance

Presentation on Township's Aggregation Program Performance by Christiana Cabrera

Rationale:

Monthly reports are provided to Township staff regarding the performance of the aggregation program. Management Analyst Cabrera will be presenting the information received from Energy Alliance from the first quarter of this year.

Energy Aggregation Program

WHAT IS “ENERGY AGGREGATION”?

- The process of combining customers together to purchase energy from a single supplier.
- Most organizations move toward aggregation to achieve one or most of the following goals:
 - Goal 1: To capture better terms for utilization
 - Goal 2: To secure better energy prices
 - Goal 3: To increase renewable energy use



Plan Highlights

Since 2012, Colerain Township has participated in a gas and electric aggregation program to offer residents security against price fluctuations and consistently favorable pricing for electricity supply.



PERFORMANCE

Plan Performance – Gas*

Bill Month	Number of Accounts	Total Volume (ccf)	Aggregation Price (\$/ccf)	Sales Tax [#]	Duke Applicable Surcharge	Total Supply Rate	Total Aggregation Cost (\$) *	Duke's GCR	Total GCR Cost*	Total Performance (\$)	Total Performance (%)	Avg. Performance Per Account (\$)
Nov-2022	11,275	453,001	\$ 0.84	\$0.07	(\$ 0.00)	\$0.90	\$408,027.34	\$0.99	\$446,691.10	\$38,663.76	8.7%	\$ 3.43
Dec-2022	11,315	1,044,534	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$947,516.53	\$1.01	\$1,053,649.78	\$106,133.25	10.1%	\$ 9.38
Jan-2023	11,064	1,319,861	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$1,197,270.86	\$1.02	\$1,352,007.19	\$154,736.33	11.4%	\$ 13.99
Feb-2023	10,855	1,231,319	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$1,116,952.74	\$0.89	\$1,095,476.17	-\$21,476.57	-2.0%	(\$ 1.98)
Mar-2023	10,620	863,514	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$781,588.96	\$0.81	\$701,495.50	-\$80,093.46	-11.4%	(\$ 7.54)
Apr-2023	10,421	831,727	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$752,817.72	\$0.60	\$503,024.95	-\$249,792.78	-49.7%	(\$ 23.97)
May-2023	10,222	422,239	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$382,179.49	\$0.56	\$236,147.07	-\$146,032.42	-61.8%	(\$ 14.29)
Jun-2023	10,010	187,467	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$169,818.90	\$0.57	\$107,755.51	-\$62,063.39	-57.6%	(\$ 6.20)
Jul-2023	9,841	149,217	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$135,169.74	\$0.58	\$86,083.29	-\$49,086.46	-57.0%	(\$ 4.99)
Aug-2023	9,709	141,338	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$128,032.47	\$0.62	\$87,482.57	-\$40,549.90	-46.4%	(\$ 4.18)
Sep-2023	9,566	130,719	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$118,426.84	\$0.62	\$80,456.24	-\$37,970.60	-47.2%	(\$ 3.97)
Oct-2023	9,411	147,189	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$133,348.08	\$0.57	\$84,264.23	-\$49,083.85	-58.2%	(\$ 5.22)
Nov-2023	9,255	389,239	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$352,741.62	\$0.64	\$249,782.45	-\$102,959.16	-41.2%	(\$ 11.12)
Dec-2023	9,141	688,175	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$623,358.52	\$0.61	\$417,865.51	-\$205,493.01	-49.2%	(\$ 22.48)
Jan-2024	9,002	993,161	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$899,619.10	\$0.59	\$581,908.46	-\$317,710.64	-54.6%	(\$ 35.29)
Feb-2024	8,881	1,181,010	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$1,069,775.35	\$0.61	\$723,312.78	-\$346,462.57	-47.9%	(\$ 39.01)
Mar-2024	8,729	745,234	\$ 0.84	\$0.07	\$ 0.00	\$0.91	\$675,043.36	\$0.49	\$364,337.45	-\$310,705.91	-85.3%	(\$ 35.59)
Total	9,960	10,918,944				\$0.91	\$9,891,687.62	\$0.75	\$8,171,740.25	-\$1,719,947.38	-21.0%	-\$189.04

* "Total GCR Cost (\$)" represents what those in the aggregation would have paid if they paid Duke's Gas Cost Recovery Rate

Plan Performance — Gas

Colerain
Total Aggregation
Rate

\$0.91

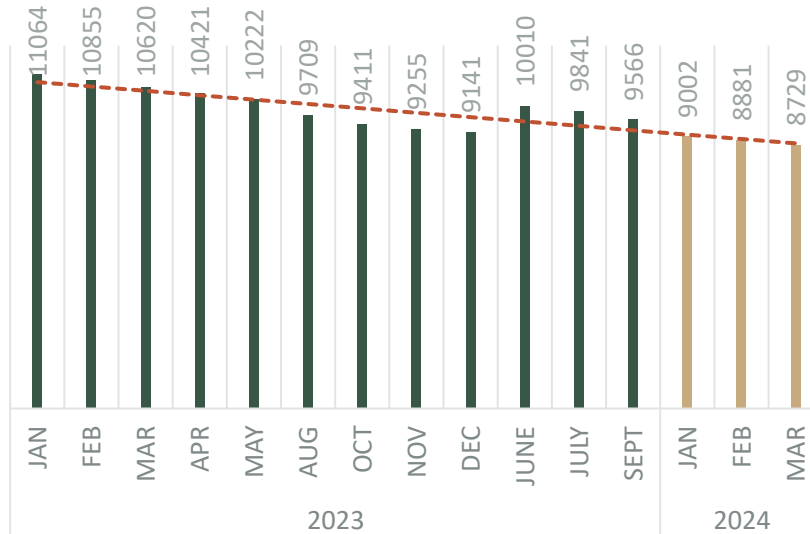
vs.

Duke's Supply Rate
(Annual Average)

\$0.65

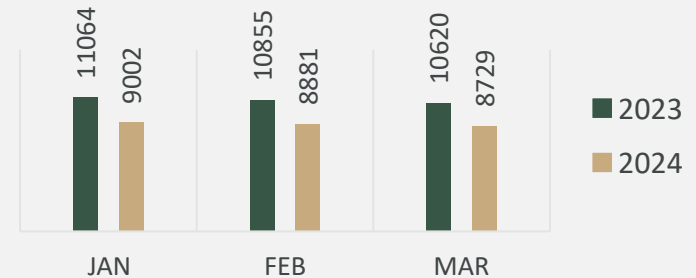
Plan Performance – Gas

NUMBER OF ACCOUNTS



- Total number of accounts continues to reduce at a steady rate.
- Average number of accounts for Q1 down by 18%.

QUARTER 1 COMPARISON: 2023 v. 2024



Plan Performance — Gas

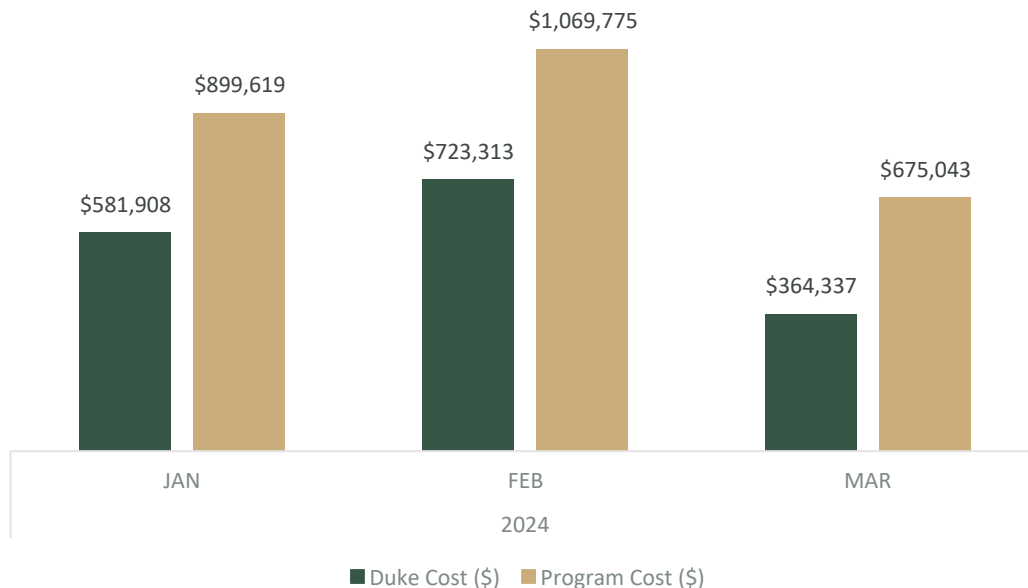


- The only month that realized Natural Gas cost savings for residents was Jan 2023.
- On average, residents are paying 63% more (\$37 more per Ccf) for Natural Gas in Q1 through this program.

FIRST QUARTER – 2024

The Duke Energy program has outperformed the Aggregation program for Natural Gas with more cost for our residents who participate with AEP.

NATURAL GAS PERFORMANCE



Plan Performance – Electric

Bill Month	Number of Accounts	Total Volume (kWh)	Aggregation Price (\$/kWh)	Average "Price to Compare" (\$/kWh)	Total Aggregation Cost (\$)	Total Utility Cost (\$) *	Total Performance (\$)	Total Performance (%)	Avg. Performance Per Account (\$)	% of Accounts w/ Positive Performance
Apr-2023	13,975	12,278,803	\$0.05	\$0.06	\$612,725.59	\$732,782.32	\$120,056.73	16.4%	\$8.59	98%
May-2023	13,668	9,957,831	\$0.05	\$0.06	\$497,291.53	\$613,188.01	\$115,896.48	18.9%	\$8.48	99%
Jun-2023	17,643	16,100,744	\$0.06	\$0.10	\$1,039,671.41	\$1,625,281.42	\$585,610.01	36.0%	\$33.19	100%
Jul-2023	17,305	18,079,553	\$0.06	\$0.10	\$1,172,170.42	\$1,783,568.49	\$611,398.07	34.3%	\$35.33	100%
Aug-2023	17,148	21,354,684	\$0.07	\$0.10	\$1,458,154.73	\$2,107,554.94	\$649,400.21	30.8%	\$37.87	100%
Sep-2023	16,820	20,239,324	\$0.07	\$0.10	\$1,391,986.84	\$1,998,653.71	\$606,666.86	30.4%	\$36.07	100%
Oct-2023	16,496	13,928,322	\$0.07	\$0.09	\$959,064.35	\$1,251,159.86	\$292,095.51	23.3%	\$17.71	99%
Nov-2023	16,248	11,996,384	\$0.07	\$0.09	\$826,526.76	\$1,094,701.89	\$268,175.13	24.5%	\$16.51	99%
Dec-2023	15,960	13,685,449	\$0.07	\$0.09	\$942,932.24	\$1,211,385.37	\$268,453.13	22.2%	\$16.82	99%
Jan-2024	15,712	17,081,483	\$0.07	\$0.09	\$1,176,916.05	\$1,456,035.16	\$279,119.11	19.2%	\$17.76	97%
Feb-2024	15,426	17,307,387	\$0.07	\$0.08	\$1,192,482.14	\$1,456,321.64	\$263,839.50	18.1%	\$17.10	96%
Mar-2024	15,174	13,330,530	\$0.07	\$0.09	\$918,473.56	\$1,183,412.45	\$264,938.89	22.4%	\$17.46	99%
Total	15,965	185,340,494	\$0.07	\$0.09	\$12,188,395.64	\$16,514,045.26	\$4,325,649.62	26.2%	\$270.95	

Plan Performance – Electric

Colerain
Aggregation Rate

\$0.07

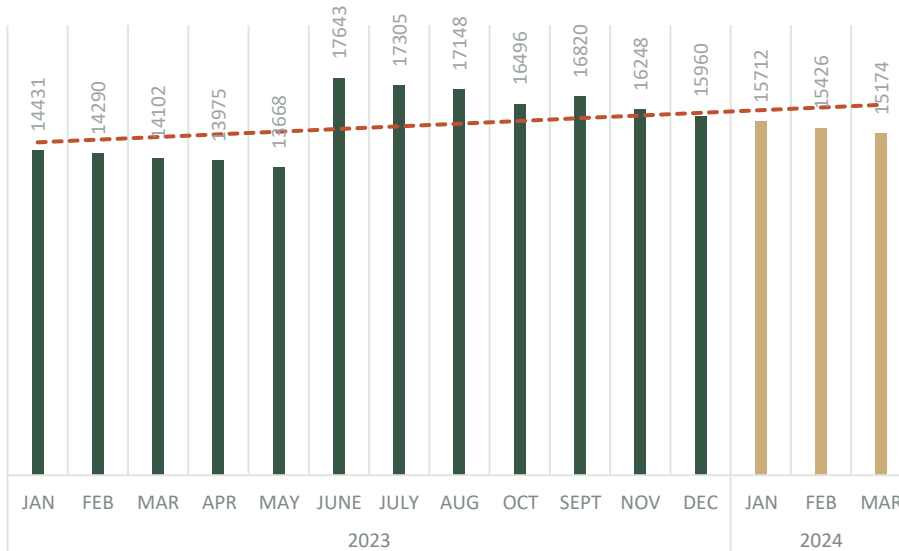
vs.

Duke's Supply Rate
(Annual Average)

\$0.09

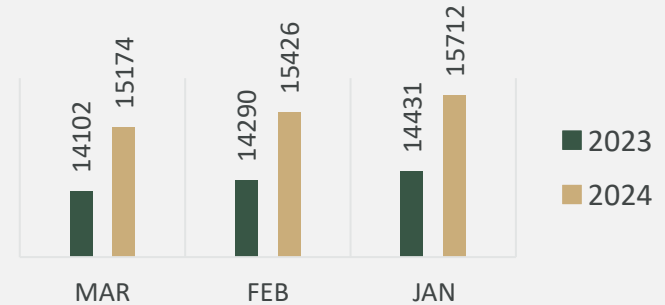
Plan Performance – Electric

NUMBER OF ACCOUNTS



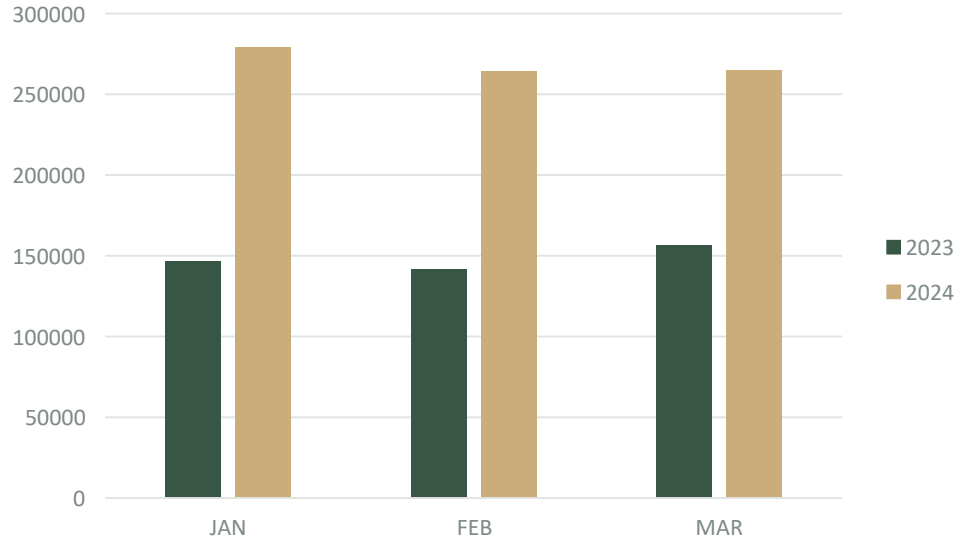
- Total number of accounts has slightly decreased within the last quarter but has remained steady.
- Average number of accounts for Q1 increased by 8%.

QUARTER 1 COMPARISON: 2023 V. 2024



Plan Performance – Electric

**Plan Performance
(Savings Year- to-Year)**



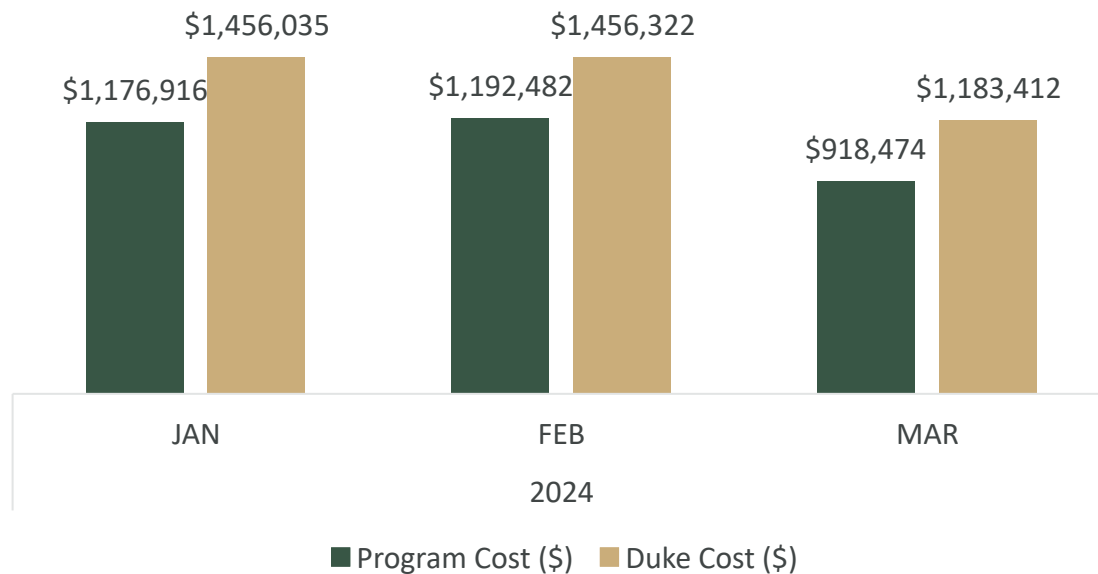
- On average, residents are saving 62% more for Electricity in Q1 by participating in this program.

FIRST QUARTER – 2024

The aggregation program for Electricity has out-performed the Duke Energy program with favorable returns for our residents who participate.

- 99% accounts with positive performance.

ELECTRICITY PERFORMANCE



QUESTIONS?



Thank you

COLERAIN
TOWNSHIP - OHIO

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 2474 Clover Crest Dr. - 1 of 6

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:

2474 Clover Crest Dr. Cincinnati, OH 45239

1. **(NO TAG), 2005, TAN, NISSAN, PATHFINDER**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ 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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

**RESOLUTION DECLARING VEHICLE LOCATED AT 2474 Clover Crest Dr.
Cincinnati, OH 45239– Parcel ID 510-0072-0437-00
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 **2474 Clover Crest Dr. Cincinnati, OH 45239– Parcel ID 510-0072-0437-00**

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 **2474 Clover Crest Dr. Cincinnati, OH 45239– Parcel ID 510-0072-0437-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG), 2005, TAN, NISSAN, PATHFINDER

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.

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

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:

Scott A. Sollmann (0081467)
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 _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 2600 Lincoln Ave. - 2 of 6

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:

2600 Lincoln Av. Cincinnati, OH 45231

1. **(NO TAG), 2014, BROWN, BUICK, ENCLAVE**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ 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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 2600 Lincoln Av. Cincinnati, OH 45231– Parcel ID 510-0031-0794-00
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 **2600 Lincoln Av. Cincinnati, OH 45231– Parcel ID 510-0031-0794-00**

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 **2600 Lincoln Av. Cincinnati, OH 45231– Parcel ID 510-0031-0794-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG), 2014, BROWN, BUICK, ENCLAVE

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.

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

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:

Scott A. Sollmann (0081467)
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 _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 2805 Houston Rd. - 3 of 6

Recommend ADOPTION of the Resolution.

Rationale:

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

2805 Houston Rd. Cincinnati, OH 45251

1. **(OHIO), JCE2369, 2008, RED, FORD, EXPEDITION**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ 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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 2805 Houston Rd. Cincinnati, OH 45251– Parcel ID 510-0024-0209-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

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

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

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **2805 Houston Rd. Cincinnati, OH 45251– Parcel ID 510-0024-0209-00**

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

1. The Board declares the junk motor vehicle located at **2805 Houston Rd. Cincinnati, OH 45251– Parcel ID 510-0024-0209-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO), JCE2369, 2008, RED, FORD, EXPEDITION

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

ADOPTED this _____ day of _____, 202_.

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:

Scott A. Sollmann (0081467)
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 _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 3183 Lapland Dr. - 4 of 6
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:

3183 Lapland Dr. Cincinnati, OH 45239

1. **(OHIO TEMP), R470846, 2005, BLACK, FORD, F-150**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ 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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 3183 Lapland Dr. Cincinnati, OH 45239– Parcel ID 510-0070-0097-00
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 **3183 Lapland Dr. Cincinnati, OH 45239– Parcel ID 510-0070-0097-00**

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 **3183 Lapland Dr. Cincinnati, OH 45239– Parcel ID 510-0070-0097-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO TEMP), R470846, 2005, BLACK, FORD, F-150**

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.

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

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:

Scott A. Sollmann (0081467)
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 _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 6666 Schweitzerhoff Rd. - 5 of 6

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:

6666 Schweitzerhoff Rd. Cincinnati, OH 45247

1. **(NO TAG) 1996, GREEN, SUBARU, OUTBACK**
2. **(NO TAG) 2014, BLUE. SUBARU, IMPREZA**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ 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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 6666 Schweitzerhoff Rd.
Cincinnati, OH 45247– Parcel ID 510-0350-0051-00
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 **6666 Schweitzerhoff Rd. Cincinnati, OH 45247– Parcel ID 510-0350-0051-00**

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 **6666 Schweitzerhoff Rd. Cincinnati, OH 45247– Parcel ID 510-0350-0051-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(NO TAG)1996, GREEN, SUBARU, OUTBACK**
 - B. **(NO TAG) 2014, BLUE. SUBARU, IMPREZA**
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.

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

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:

Scott A. Sollmann (0081467)
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 _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 9264 Coogan Dr. - 6 of 6
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:

9264 Coogan Dr. Cincinnati, OH 45231

1. **(OHIO), JCX2852, 2016, BLACK, TOYOTA, CAMRY**

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ 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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 9264 Coogan Dr. Cincinnati, OH 45231– Parcel ID 510-0053-0129-00
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 **9264 Coogan Dr. Cincinnati, OH 45231– Parcel ID 510-0053-0129-00**

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 **9264 Coogan Dr. Cincinnati, OH 45231– Parcel ID 510-0053-0129-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO), JCX2852, 2016, BLACK, TOYOTA, CAMRY**

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.

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 _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202_.

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:

Scott A. Sollmann (0081467)
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 _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

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:

3684 Poole Rd	510-0101-0059-00
3521 Redskin Dr	510-0111-0115-00

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 ____ day of _____, 202_, 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

Trustee _____ 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>
3684 Poole Rd	510-0101-0059-00
3521 Redskin Dr	510-0111-0115-00

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.

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.

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

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

ADOPTED this ____ day of _____, 202_.

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:

Scott A. Sollmann (0081467)
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 _____, 202__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion to Issue Noise Resolution Permit to St. John's Church
Recommend ADOPTION of the Resolution.

Rationale:

This is the first request for a permit in 2024 for the church. The request for the permit is for August 2nd from 6pm till midnight (Friday), August 3rd from 430pm till 1230am (Saturday), and August 4th (Sunday) from 1230 till 530pm.



PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Application for Noise Resolution Permit
**MUST BE RECEIVED NO LATER THAN (9) DAYS BEFORE THE NEXT
SCHEDULED BOARD MEETING**

Name of applicant: **St John the Baptist Church**

Address where event will be held: **5361 Dry Ridge RD Cincinnati, OH 45252**

Type of event: **2024 Parish Festival**

Date and Time of Event: **8/2/24 6:00PM - 12:00 8/3/24 4:30 PM - 12:00 8/4/24 12:30 - 5:30PM**

Contact number for permit holder: **Tom Hilgeman 513-225-4667**

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

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential ____ Business ____

To be placed on Trustee agenda for meeting: / / / (date of meeting)

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

Trustee Cathy Ulrich

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department: Administration
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Execute Agreement with Duke Energy for Station 26 Site work for \$13,127.84

Recommend ADOPTION of the Resolution.

Rationale:

This contract is necessary to have Duke perform the line extension into Station 26 as part of the construction project. These costs are within the scope of the project budget.



May 22, 2024

Colerain Township
Attn: Robert Shaw
4200 Springdale Rd
Cincinnati, OH 45251

Dear Robert Shaw,

This letter is in reference to the enclosed Site Readiness Checklist and Line Extension Agreement for the extension of electric facilities at 8282 Clara Ave. The Site Readiness Checklist contains a list of customer requirements that must be completed prior to Duke Energy scheduling the installation of facilities. The Customer and Property owner must sign this document.

The Line Extension Agreement discloses a total upfront cost of \$13,127.84, which must be paid prior to the start of construction. This cost is the sum of the Standard Service Installation cost of \$13,127.84, which is forty percent (40%) of the total Standard Installation costs of \$32,819.60, per Ohio Administrative Code Rule 4901:1-9-07 (D)(3), plus the Premium Service cost of \$0.00. If additional customers utilize all or part of this extension within 50 months of completion, please contact Duke Energy at 1-800-544-6900 as you may be entitled to a refunded portion of this cost.

Please sign and return the documents to me in the envelope provided. Do **NOT** send payment at this time. Once the signed Line Extension Agreement is received, an invoice for the required amount payable will be mailed to you. This estimate is only valid for 90 days. If the invoice is not paid on or before August 22, 2024 the job will need to have a new cost estimate prepared, which may change the cost of the line extension.

I have enclosed a copy of the construction drawing referenced in the Line Extension Agreement for your records. If there are any questions, please feel free to contact me at 513-415-4758.

Sincerely,

Noah Seamon
Customer Project Coordinator



NON-RESIDENTIAL LINE EXTENSION AGREEMENT

This Agreement is made this 22nd day of May, 2024 between Duke Energy Ohio, Inc, hereinafter called the "Company", and Colerain Township hereinafter called the "Applicant".

The Applicant(s) must demonstrate that he/she is the owner of the premises to be served. The Applicant(s) must apply for electric service within 90 days after the construction of the line extension.

The Company agrees to make a line extension in accordance with its general service rules and regulations as described in Duke Energy Ohio Electric Tariff Sheet No.73.3 filed with The Public Utilities Commission of Ohio. The Applicant agrees to receive and pay for Electric Service, as defined in Ohio Revised Code, Section 4933.81 (F), to be supplied to premises located at 8282 Clara Ave and in conformity with the applicable rates of the Company filed with The Public Utilities Commission of Ohio, as the same are now or may be in effect, from time to time. The line extension and all other facilities erected or supplied by the Company shall be and remains the Company's property.

The Company will install electric facilities to serve said premises in accordance with the design of facilities as shown by enclosed drawing (**Duke Work Order 52822166**), made a part of this agreement. This work will be completed based on the representation of the Applicant that 8282 Clara Ave will be directly connected to the extension of electric facilities provided herein. This agreement is based upon the Company's ability to obtain Right of Way or easements for facilities described above. Should these or other factors reveal unanticipated costs, the parties will amend this Agreement to incorporate such costs.

The Company may make additions and/or extensions to the facilities extension provided for herein from the end of, or from any point in, said extension. Any such addition and/or extension shall be treated as a separate and new project, and the Company will not make refunds for premises served by any such addition and/or extension to the electric facilities extension provided for herein.

The Company will endeavor to complete the installation of this facilities extension within a reasonable time after the Applicant(s) sign this Agreement. However, completion may be delayed by the Company's inability to obtain right-of-way, or other materials of the size and kind required, or by regulation, order or decree of any governmental authority having actual or apparent jurisdiction over such matters prohibiting, postponing or delaying such completion, or by any cause beyond the control of the Company. In this event, the Company will not be responsible in damages, or otherwise, for failure to complete said installations within such time for any reason; provided, however that the Company will take all reasonable steps to complete such installation properly.

This Agreement is executed in part, upon the representations made by the Applicant at the time this Agreement is signed. If the Company determines that the Applicant has misrepresented any intentions in this regard and these misrepresentations cause the Company to incur expenses which it otherwise would not have incurred absent these misrepresentations, Applicant agrees to promptly reimburse the Company for all such expenses or correct the misrepresentation by fulfilling his/her obligations as promised hereunder.

Prior to scheduling the construction of this line extension, Applicant must pay to the Company the sum of \$13,127.84, pursuant to Ohio Administrative Code Rule 4901:1 -9-07 (D)(3). The total cost due is equal to the sum of the Standard Service Installation cost of \$13,127.84, (which is equal to forty percent (40%) of the total Standard Service Installation cost of \$32,819.60) plus the Premium Service Cost of \$0.00.

Pursuant to Ohio Administrative Code Rule 4901: 1-9-07 (F), if additional customers utilize all or part of this extension within 50 months after completion, the Applicant may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Applicant. The Applicant is responsible for notifying the Company when a new Applicant is connected and utilizes the extension associated with the installation cost that was paid.

IN WHICH WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

Name of Customer (Print)

Telephone Number (10 digit)

Signature of Customer

Date

Federal Tax ID _____

ADMINISTRATION

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Execute Agreement with Choice One Engineering for Engineering Services for Springdale Road Sidewalks for \$124,576.00

Recommend ADOPTION of the Motion.

Rationale:

The Township is positioned to install sidewalks along Springdale Road from Poole Road to Yellowwood Drive. This agreement will hire the engineer that will oversee and design the project.

Choice One is a firm that had pre-qualified through the Engineer & Design Master Services Agreement process this past January and is pre-qualified with ODOT.



Date

June 3, 2024

Attention

Tiphany Mays
Assistant Township Administrator
tmays@colerain.org

Address

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Subject

Agreement for Professional Services
Springdale Road Sidewalk Phase 2 (HAM 3.92 Springdale Rd Sidewalk, PID 120861)
HAM-COL-2301

Dear Ms. Mays:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Springdale Road Sidewalk Phase 2 Project.

This Agreement is by and between Colerain Township, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 3 pages, ODOT LPA scope consisting of 11 pages, S&ME proposal consisting of 22 pages, and Choice One Engineering Corporation Standard Terms & Conditions consisting of 3 pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Colerain Township

Authorized Signature

Date

Choice One Engineering Corporation



Nicholas J. Selhorst, P.E., Project Manager

06/03/2024

Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone



Scope of Services

Project Snapshot

Choice One intends to provide construction plans for the construction of sidewalk on Springdale Road from Poole Road to Yellowwood Drive in Colerain Township, Ohio.

Project Details

- See attached map for project area. Sidewalk will be added on both sides of Springdale Road where it doesn't currently exist between Poole Road and Yellowwood Drive. Project length is approximately 3,000 feet.
- Project is being partially funded by an OKI Transportation Alternatives grant.
- One mid-block crossing at 4200 Springdale Road will be designed as part of these improvements.
- Sidewalk will be installed with a 3' minimum tree lawn and a 5' wide sidewalk on both sides of Springdale Road, where possible. This applies even to areas that have existing sidewalk.
- Sidewalk will go through existing driveways at 1.56% max cross slope and then driveways will tie back in with existing material. Drive aprons will be replaced with concrete. Drive culverts will be replaced as needed.
- ADA-compliant curb ramps will be installed at all intersections with sidewalk.
- Appropriate signal modifications for the crossing at Poole Road will be included as part of these improvements.
- No paving work is included in the project scope other than repair contingencies around curb ramps and drive aprons. The road corridor does not currently have curb. No inlet spacing or storm sewer calculations for ODOT will be required unless curb is added.
- Drainage calculations to satisfy Hamilton County Engineer's department will be submitted.
- Material and construction standards will be covered by general notes and specifications.
- No certified traffic is being required by ODOT.
- It is anticipated that 1-acre of earth will be disturbed, so a post construction BMP will be needed for water quality reasons. This 1-acre disturbance will also require a Notice-of-Intent permit to be submitted to the OEPA.
- No street lighting or landscaping will be designed as part of this project.
- Choice One will contact affected utility companies directly to request basemaps to confirm the utilities marked by OUPS. Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary. Prior to Stage 1 submittal, Choice One will flag potential utility relocations and impacts for Township for discussion.
- Plans will be designed to Ohio Department of Transportation (ODOT) and Hamilton County standards and specifications.
- Maintenance of Traffic will be covered by general notes and ODOT's standard construction drawings. Traffic will be maintained by flaggers. One lane will most likely need to be closed in the direct area where sidewalks are being installed.
- Airway highway clearance will be submitted as detailed in the LPA scope of service form.
- No geotechnical report is included in this original scope. A geotechnical report will only be needed in areas with retaining walls over 4' tall, and it is unknown if any of those will be needed at this time. If one is required, Choice One will submit an agreement amendment to Client. No walls over 4' tall are anticipated though.
- Environmental document will be done by Choice One subconsultant (S&ME). See attached scope for more details.
- Project will be ODOT Let and designed to full ODOT plan standards (see Volume 3 of the ODOT L&D manual). ODOT will handle all construction bidding procedures.
- No construction administration or observation is included in Choice One's scope. This will be handled by ODOT or a task order consultant hired by ODOT.
- No R/W plans or acquisition are included in this initial scope. Once the number of parcels is known, an agreement amendment will be sent for that work. The eventual R/W consultant will go under contract with Colerain Township.
- Construction is estimated at \$750,000.

- Choice One will conduct services as set forth in the LPA Scope of Services Form from the Scope of Services Meeting on 05/20/2024 (copy attached); and as described further in detail in this agreement, and as defined in the Ohio Department of Transportation's Specifications for Consulting Services.

Project Services

1. Topographic Survey

- Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- Perform necessary deed and plat research.
- Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- Field reconnaissance and traverse of existing monumentation.
- Identify visible features from 50' beyond right-of-way for both sides including utilities and drainage.
- Provide path cross-sections every 50', at driveways, and other critical areas.
- Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- Locate underground utilities as marked by the appropriate utility companies.
- The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily available information.
- Provide one (1) foot contour intervals.
- Completed topographic survey shall be provided in AutoCAD format.

2. Environmental Document (by Choice One subconsultant)

- See attached scope from S&ME for specific environmental work based on ODOT's LPA form.

3. Construction Plans

- Design construction plans to include:
 - Title Sheet
 - Schematic Plan
 - Typical Sections
 - Site Plan to Develop Storm Water Pollution Prevention Plan
 - General Notes and Details
 - Intersection Details, including Curb Ramps
 - Subsummaries
 - General Summary and Engineer's Estimate
 - Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
 - Maintenance of Traffic Notes and Details
 - Pavement Markings and Signage Plan
 - Traffic Control Notes, Details and Plans
- Submit plans to ODOT for Stage 1, 2, 3, and Final Tracings for review and approval.
- Submit plans to Hamilton County with stormwater calculations included in submittal.
- Provide Engineer's Estimate at Stage 1, 2, 3 and Final Tracings in Estimator format.
- Stormwater BMP design, approved by ODOT.
- Field walk project route prior to Stage 1 plans submittal and again prior to Stage 3 plans submittal.
- No SWPPP will be provided by Choice One. That will be included as a line item in the bid for the contractor to provide.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Traffic Impact Studies
2. Roadway Design
3. Traffic Signal Design
4. Construction Bidding Procedures
5. Record Drawings

Client Responsibilities

- Payment of all agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$16,900.00
Environmental Document	\$11,176.00
Construction Plans	\$96,500.00
Total	\$124,576.00

Schedule

Choice One will submit Stage 1 plans to ODOT by November 6, 2024 assuming we are authorized by June 14, 2024. Choice One will work with ODOT to shift the milestone dates around in Ellis as needed to accomplish this while still bidding the project in Fiscal Year 2027.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.



Proposal for Environmental Services
CR96 (Springdale Road) Sidewalk Phase 2, PID No.
120861
Colerain Township, Hamilton County, Ohio
S&ME Proposal No. 24780079

PREPARED FOR:

Choice One Engineering
8956 Glendale Milford Road, Suite 1
Loveland, Ohio 45140

PREPARED BY:

S&ME, Inc.
862 E Crescentville Road
Cincinnati, Ohio 45246

May 31, 2024



May 31, 2024

Choice One Engineering
8956 Glendale Milford Road, Suite 1
Loveland, Ohio 45140

Attention: Mr. Brad Warnock, PE

Reference: **Proposal for Environmental Services**
HAM-CR96-3.92 (Springdale Road Sidewalk Phase 2), PID No. 120861
Colerain Township, Hamilton County, Ohio
S&ME Proposal No. 24780079

Dear Mr. Warnock:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to perform Environmental Services for the referenced project. This proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fee for these services. The proposed scope of services and cost estimates are included in the appended sections of this proposal.

If you have any questions regarding the scope of services or if we may be of any further assistance, please contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink that reads "Cody J. Flynn".

Cody Flynn
Project Scientist

A handwritten signature in blue ink that reads "Vincent J. Epps".

Vincent J Epps, PG
Environmental Operations Manager



Table of Contents

- ◆ **Project Description 1**
- ◆ **Scope of Services.....1**
 - Task 2.2.C Level 1 Ecological Survey Report/Ecologically Exempt Form 1
 - Task 2.2.D Regulated Materials Review Screening.....2
 - Task 2.2.F Section 4(f) Determination 2
 - Task 3.5.A Categorical Exclusion C2 Documentation 2
- ◆ **Excluded Services.....4**
- ◆ **Client Responsibilities 4**
- ◆ **Project and Task Schedule 4**
- ◆ **Fees.....5**
- ◆ **Use of Proposal/Reports 5**
- ◆ **Authorization.....5**

Appendices

Appendix I – Task Cost-Plus-Net Fee Spreadsheets

Proposal for Environmental Services

HAM-CR96-3.92 (Springdale Road Sidewalk Phase 2), PID No. 120861

Colerain Township, Hamilton County, Ohio

S&ME Proposal No. 24780079



◆ Project Description

Based on information included in the Local Public Agency (LPA) / Colerain Township Scope of Services document (dated December 4, 2020), the CR96 (Springdale Road) Sidewalk (PID No. 120861) project (project) consists of installing sidewalk on both sides of Springdale Road from Poole Road to Heritage Way on the north side and Yellow Wood Drive on the south side to tie into existing sidewalk for a total length of approximately 0.6 miles (including project length and approach). The project may also include a signal upgrade. In accordance with Choice One Engineering's (client's) request on May 29, 2024, S&ME is providing a proposal for the environmental services outlined below.

◆ Scope of Services

Task 2.2.C Level 1 Ecological Survey Report/Ecologically Exempt Form

S&ME will complete the Level 1 Ecological Survey Report (LV1 ESR) following the guidance outlined in the Ohio Department of Transportation (ODOT) Ecological Manual. Additionally, S&ME will follow current ODOT technical guidance pertaining to federal and state-listed species. S&ME will contact the ODOT Office of Environmental Services (OES) for guidance, as needed.

S&ME anticipates completing the following activities for the LV1 ESR:

- Perform a reconnaissance of the project study area and take representative photographs;
- Collect field data on aquatic and terrestrial ecology;
- Identify streams, wetlands, and other jurisdictional surface water features (e.g., ponds, lakes);
- Record the jurisdictional feature boundaries with a Global Positioning System (GPS) unit capable of sub-meter accuracy;
- Review the federally-listed species database and the Ohio Department of Natural Resources (ODNR) – Natural Heritage Database for listed species records;
- Document potential habitat for federal and state-listed species; and,
- Identify potential Indiana bat and northern long-eared bat suitable wooded habitat (SWH) in the project area in accordance with the current technical guidance, including United States Fish and Wildlife Service (USFWS) coordination, if applicable.

The results of the field studies, including delineated jurisdictional features, federal and state-listed species habitat, stream and wetland habitat assessments (if applicable), project mapping, and project photographs will be documented in the LV1 ESR. The LV1 ESR will be completed in EnviroNet for review and agency coordination.

Alternatively, if there are no impacts to ecological resources, S&ME will complete the ODOT ecologically exempt project form and upload the document in EnviroNet.

Proposal for Environmental Services

HAM-CR96-3.92 (Springdale Road Sidewalk Phase 2), PID No. 120861

Colerain Township, Hamilton County, Ohio

S&ME Proposal No. 24780079



Task 2.2.D Regulated Materials Review Screening

S&ME will conduct a Regulated Materials Review (RMR) Screening for the project following the current ODOT RMR guidance. The following tasks will be conducted during the RMR:

- Identify the project limits, take, and excavation depth;
- Complete the property inventory for properties within and abutting the project limits;
- Compile the information for each property;
- Assess the current land use for each property utilizing online resources;
- Determine if obvious regulated material (RM) concerns are present for each property utilizing online resources and historical aerial photographs;
- Access the *Ohio Regulated Properties Search (ORPS) Tool* to identify RM sources for properties within or abutting the project limits;
- Assess the Land Use Risk for each property;
- Assess the take and deep excavation for each property;
- Assess the RM impact to the project limits for each property;
- Assess the action result for each property;
- Assess if remote properties are present and if so, complete the ORPS for remote properties; and,
- Provide an opinion if RMR Assessment is required for each property.

The RMR documentation will be uploaded to EnviroNet for review and ODOT coordination.

Task 2.2.F Section 4(f) Determination

S&ME will review available resources to identify Section 4(f) properties near the project area. Section 4(f) properties include publicly-owned park and recreational areas, wildlife and waterfowl refuges, and historic sites (public and private). This information will be uploaded to EnviroNet for review. S&ME will coordinate with ODOT-D8 and OES and provide the requested information in order to identify the appropriate Section 4(f) determination.

Task 3.5.A Categorical Exclusion C2 Documentation

S&ME understands that the project will be completed as a Categorical Exclusion (CE) C2 action. S&ME will complete the C2 documentation in accordance with the current ODOT-OES CE guidance. The methodology and assumptions for the level of effort required for the C2 documentation are described below.

Waterways

S&ME will observe the project area and review topographic maps and county Geographical Information System (GIS) mapping for the presence of surface waters (e.g., streams, reservoirs, lakes, farm ponds, detention basins). The site observations, results of the literature research, and waterway information from the LV1 ESR (or ecological exempt project form, if applicable) will be included in the C2 documentation.



Endangered Species

The results of the LV1 ESR (or ecological exempt project form, if applicable) and endangered species information will be included in the C2 documentation.

Section 4(f)/6(f) Resources

During the site reconnaissance, the project area will be observed for Section 4(f) and 6(f) resources. U.S. Geological Survey (USGS) topographic maps, county GIS mapping, and city/county maps will be reviewed for Section 6(f) resources. Photographic and literature documentation may be included in the C2 documentation if needed. Coordination with Official(s) with Jurisdiction (OWJs) is included in Task 2.2.F above.

Cultural Resources

S&ME understands that ODOT will be completing a Cultural Resources Scoping Request. Results of the Cultural Resources Scoping Request will be included in the C2 documentation..

Hazardous Materials

Information from the RMR Screening will be used to determine the potential for encountering hazardous materials and/or petroleum products and the findings will be included in the C2 documentation. ODOT's concurrence of the RMR Screening results will also be included.

Public Involvement

S&ME understands that the client will provide information/documentation to S&ME on the public involvement/public hearing for the project, and S&ME will not be required to attend public meetings or be responsible for writing and/or distribution of notification letters.

Underserved Populations

S&ME will document potential impacts to Underserved Populations, Environmental Justice Populations, and Title VI Populations using ODOT's online Transportation Improvement Mapping System (TIMS) and information provided by the client. The results will be summarized in the Underserved Populations Documentation Form for C2 Projects, and the form will be uploaded to EnviroNet.

Additional Items

The following items will be evaluated following ODOT guidance, if applicable: air quality; noise; farmland; drinking water resources; and floodplains/flood ways. Applicable ODOT TIMS maps will be uploaded to EnviroNet. Based on the current project scope, it is assumed that the project will be exempt from air and noise analyses. S&ME can provide a proposal for further analyses, if required.

S&ME will complete the C2 documentation on EnviroNet for review and approval.

Proposal for Environmental Services

HAM-CR96-3.92 (Springdale Road Sidewalk Phase 2), PID No. 120861

Colerain Township, Hamilton County, Ohio

S&ME Proposal No. 24780079



◆ Excluded Services

Without attempting to be a complete list or description of services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal: Clean Water Act (CWA) Section 404/401 waterway permitting; isolated wetland permitting; threatened and endangered species surveys (e.g., mist-net surveys for bats); cultural resources services; payment of fees for mitigation; mitigation design; mitigation monitoring; or, additional surveys or research required by regulatory agencies. S&ME is available to provide a proposal for these additional services, if warranted, based on the findings of the proposed scope of services.

Our services are limited to the scope of services described in this proposal. This scope does not include revisions to the task documentation or reports due to changes in the project site configuration or study area following completion of the tasks. S&ME is available to provide a proposal for additional services, if warranted.

◆ Client Responsibilities

The scope of services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Confirm the proposed study area boundary and corridor width;
- Provide notification and access to the project study area and parcels, as required;
- Provide project plans with a project area identified in a modifiable, electronic format such as AutoCAD or Microstation for use in S&ME's reports; and
- Provide any existing environmental reports for the project area.

◆ Project and Task Schedule

S&ME will initiate the environmental services outlined in this proposal upon receipt of formal notice to proceed and necessary plan and profile information. It is anticipated that the schedule for completion of the tasks will vary depending on the progress of the project and coordination with the client and ODOT.

S&ME anticipates completing Tasks 2.2.C and 2.2.D included in this proposal within six weeks upon receipt of written authorization to proceed provided that access to the project site is granted upon authorization. S&ME anticipates completing Task 3.5.A within two to four months following notice to proceed and receipt of the preliminary project plans.



◆ Fees

Based on the information available at the time of this submittal, S&ME estimates that the environmental services can be completed for the following maximum cost-plus-net fees. Spreadsheets summarizing the task fees are included in Appendix I.

◆ Task 2.2.C	Level 1 ESR/Eco Exempt Form	\$3,676
◆ Task 2.2.D	RMR Screening	\$2,545
◆ Task 2.2.F	Section 4(f) Determination	\$628
◆ Task 3.5.A	Categorical Exclusion C2 Documentation	\$4,327

It is assumed the scope of services outlined in this proposal would be authorized and work completed in 2024. If authorized after December 2024, S&ME reserves the right to review and, if necessary, modify our cost estimate. Additionally, the cost estimate is based on conducting the scope of services in general accordance with current ODOT requirements and the current proposed design. If requirements change subsequent to this submittal or if the proposed design changes after the tasks have been performed, S&ME may need to revise our cost estimate. Invoices for the services completed will be submitted on a monthly basis and will be due within 30 days of receipt.

◆ Use of Proposal/Reports

S&ME intends to provide the scope of services described in this proposal. The scope of services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and corresponding final reports is limited to above-referenced project, ODOT, and the client.

◆ Authorization

If this document meets with your approval, please indicate your acceptance by providing us with a Choice One Engineering Subconsultant Agreement which references this proposal and itemizes the Scope of Services in this proposal for our review and execution. We will then proceed with the performance of the services upon having a fully executed agreement.

Proposal for Environmental Services

HAM-CR96-3.92 (Springdale Road Sidewalk Phase 2), PID No. 120861

Colerain Township, Hamilton County, Ohio

S&ME Proposal No. 24780079



Appendices

Proposal for Environmental Services

HAM-CR96-3.92 (Springdale Road Sidewalk Phase 2), PID No. 120861

Colerain Township, Hamilton County, Ohio

S&ME Proposal No. 24780079



Appendix I – Task Cost-Plus-Net Fee Spreadsheets



PROPOSAL COST SUMMARY

Task 2.2.C - Level 1 ESR

C/R/S: **HAM-CR96-3.92 Sidewalk**
 PID NO.: **120861**
 CONSULTANT: **S&ME, INC.**
 DATE: **05/31/24**

Overhead (S&ME) Percentage = 198.55%
 Overhead (ODOT General) Percentage = 157.79%
 Net Fee Percentage = 11.00%
 Cost of Money (General) = 0.189%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance	\$ 37.00	6	\$ 222.00	\$ 440.78	\$ 0.42	\$ 0.00	\$ 0.00	\$ 62.95	\$ 726.15	
Travel	\$ 37.00	4	\$ 148.00	\$ 293.85	\$ 0.28	\$ 41.60	\$ 0.00	\$ 41.97	\$ 525.70	
Subtotal	\$ 37.00	10	\$ 370.00	\$ 734.63	\$ 0.70	\$ 41.60	\$ 0.00	\$ 104.92	\$ 1,251.85	\$ 1,251.85
	Ave. Rate									
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 34.00	5	\$ 170.00	\$ 337.54	\$ 0.32	\$ 0.00	\$ 0.00	\$ 48.21	\$ 556.07	
Literature/File Review	\$ 32.33	6	\$ 194.00	\$ 385.19	\$ 0.37	\$ 0.00	\$ 0.00	\$ 55.01	\$ 634.57	
Subtotal	\$ 33.09	11	\$ 364.00	\$ 722.73	\$ 0.69	\$ 0.00	\$ 0.00	\$ 103.22	\$ 1,190.64	\$ 1,190.64
	Ave. Rate									
REPORT										
Writing/Preparation	\$ 40.50	8	\$ 324.00	\$ 643.30	\$ 0.61	\$ 0.00	\$ 0.00	\$ 91.88	\$ 1,059.79	
Review/Duplication	\$ 53.00	1	\$ 53.00	\$ 105.23	\$ 0.10	\$ 0.00	\$ 0.00	\$ 15.03	\$ 173.36	
Subtotal	\$ 41.89	9	\$ 377.00	\$ 748.53	\$ 0.71	\$ 0.00	\$ 0.00	\$ 106.91	\$ 1,233.15	\$ 1,233.15
	Ave. Rate									
GRAND TOTAL ALL PARTS	\$ 37.03	30	\$1,111.00	\$2,205.89	\$2.10	\$41.60	\$0.00	\$315.05	\$3,675.64	\$ 3,675.64
	Ave. Rate									



Hours, Personnel Categories, and Labor Rates

Task 2.2.C - Level 1 ESR

C/R/S: HAM-CR96-3.92 Sidewalk
 PID NO.: 120861
 CONSULTANT: S&ME, INC.
 DATE: 05/31/24

HOURLY RATES

<u>Personnel Category</u>	
Principal Scientist	\$ 75.00
Senior Env Lead	\$ 53.00
Project Scientist	\$ 44.00
Staff Scientist	\$ 30.00
GIS Tech	\$ 20.00
CADD Tech	\$ 0.00
Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	3	3	0	0	0	6	\$ 222.00
Travel	0	0	2	2	0	0	0	4	\$ 148.00
Subtotal	0	0	5	5	0	0	0	10	\$ 370.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	0	0	5	0	0	1	5	\$ 170.00
Literature/File Review	0	0	1	5	0	0	0	6	\$ 194.00
Subtotal	0	0	1	10	0	0	1	11	\$ 364.00
REPORT									
Writing/Preparation	0	0	6	2	0	0	0	8	\$ 324.00
Review/Duplication	0	1	0	0	0	0	0	1	\$ 53.00
Subtotal	0	1	6	2	0	0	0	9	\$ 377.00
GRAND TOTAL ALL PARTS	0	1	12	17	0	0	1	30	\$1,111.00



Proposed Non-labor Direct Costs

Task 2.2.C - Level 1 ESR

C/R/S: **HAM-CR96-3.92 Sidewalk**

PID NO.: **120861**

CONSULTANT: **S&ME, INC.**

DATE: **05/31/24**

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	80	miles	\$ 0.52	\$ 41.60
GPS	0		\$ 100.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 41.60
ADMINISTRATIVE/RESEARCH				
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
DIRECT COST TOTAL				\$ 41.60



PROPOSAL COST SUMMARY

Task 2.2.D - RMR Screening

C/R/S: **HAM-CR96-3.92 Sidewalk**
 PID NO.: **120861**
 CONSULTANT: **S&ME, INC.**
 DATE: **05/31/24**

Overhead (S&ME) Percentage = 198.55%
 Overhead (ODOT General) Percentage = 157.79%
 Net Fee Percentage = 11.00%
 Cost of Money (General) = 0.189%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Travel		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Ave. Rate										
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 40.44	9	\$ 364.00	\$ 722.72	\$ 0.69	\$ 0.00	\$ 0.00	\$ 103.22	\$ 1,190.63	
Literature/File Review	\$ 22.00	4	\$ 88.00	\$ 174.72	\$ 0.17	\$ 0.00	\$ 0.00	\$ 24.95	\$ 287.84	
Subtotal	\$ 34.77	13	\$ 452.00	\$ 897.44	\$ 0.86	\$ 0.00	\$ 0.00	\$ 128.17	\$ 1,478.47	\$ 1,478.47
Ave. Rate										
REPORT										
Writing/Preparation	\$ 22.00	10	\$ 220.00	\$ 436.81	\$ 0.42	\$ 0.00	\$ 0.00	\$ 62.39	\$ 719.62	
Review/Duplication	\$ 53.00	2	\$ 106.00	\$ 210.46	\$ 0.20	\$ 0.00	\$ 0.00	\$ 30.06	\$ 346.72	
Subtotal	\$ 27.17	12	\$ 326.00	\$ 647.27	\$ 0.62	\$ 0.00	\$ 0.00	\$ 92.45	\$ 1,066.34	\$ 1,066.34
Ave. Rate										
GRAND TOTAL ALL PARTS	\$ 31.12	25	\$ 778.00	\$ 1,544.71	\$ 1.48	\$ 0.00	\$ 0.00	\$ 220.62	\$ 2,544.81	\$ 2,544.81
Ave. Rate										



Hours, Personnel Categories, and Labor Rates

Task 2.2.D - RMR Screening

C/R/S: HAM-CR96-3.92 Sidewalk
 PID NO.: 120861
 CONSULTANT: S&ME, INC.
 DATE: 05/31/24

HOURLY RATES

<u>Personnel Category</u>	
Principal Scientist	\$ 75.00
Senior Env Lead	\$ 53.00
Project Scientist	\$ 44.00
Staff Scientist	\$ 22.00
GIS Tech	\$ 20.00
CADD Tech	\$ 0.00
Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	0	0	0	0	0	0	\$ 0.00
Travel	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	4	2	2	0	0	1	9	\$ 364.00
Literature/File Review	0	0	0	4	0	0	0	4	\$ 88.00
Subtotal	0	4	2	6	0	0	1	13	\$ 452.00
REPORT									
Writing/Preparation	0	0	0	10	0	0	0	10	\$ 220.00
Review/Duplication	0	2	0	0	0	0	0	2	\$ 106.00
Subtotal	0	2	0	10	0	0	0	12	\$ 326.00
GRAND TOTAL ALL PARTS	0	6	2	16	0	0	1	25	\$778.00



Proposed Non-labor Direct Costs

Task 2.2.D - RMR Screening

C/R/S: **HAM-CR96-3.92 Sidewalk**

PID NO.: **120861**

CONSULTANT: **S&ME, INC.**

DATE: **05/31/24**

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	0	miles	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
ADMINISTRATIVE/RESEARCH				
Database Search/Historic:	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
REPORT				
postage	0	package	\$ 0.00	\$ 0.00
color copies	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
DIRECT COST TOTAL				\$ 0.00



PROPOSAL COST SUMMARY

Task 2.2.F - Section 4(f) Determination

C/R/S:	HAM-CR96-3.92	Overhead Rate	=	198.55%
PID NO.:	120861	Average ODOT Overhead Rate	=	157.79%
CONSULTANT:	S&ME, INC.	Net Fee	=	11.00%
DATE:	05/31/24	Cost of Money	=	0.189%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Travel		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Ave. Rate									
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 20.00	1	\$ 20.00	\$ 39.71	\$ 0.04	\$ 0.00	\$ 0.00	\$ 5.67	\$ 65.42	
Literature/File Review	\$ 34.40	5	\$ 172.00	\$ 341.51	\$ 0.33	\$ 0.00	\$ 0.00	\$ 48.77	\$ 562.61	
Subtotal	\$ 32.00	6	\$ 192.00	\$ 381.22	\$ 0.37	\$ 0.00	\$ 0.00	\$ 54.44	\$ 628.03	\$ 628.03
	Ave. Rate									
REPORT										
Writing/Preparation		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Review/Duplication		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Ave. Rate									
GRAND TOTAL ALL PARTS	\$ 32.00	6	\$192.00	\$381.22	\$0.37	\$0.00	\$0.00	\$54.44	\$628.03	\$ 628.03
	Ave. Rate									



Hours, Personnel Categories, and Labor Rates

Task 2.2.F - Section 4(f) Determination

C/R/S: HAM-CR96-3.92
 PID NO.: 120861
 CONSULTANT: S&ME, INC.
 DATE: 05/31/24

HOURLY RATES

<u>Personnel Category</u>	
Principal Scientist	\$ 75.00
Senior Env Lead	\$ 53.00
Project Scientist	\$ 44.00
Staff Scientist	\$ 28.00
GIS Tech	\$ 20.00
CADD Tech	\$ 0.00
Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	0	0	0	0	0	0	\$ 0.00
Travel	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	0	0	0	0	0	1	1	\$ 20.00
Literature/File Review	0	0	2	3	0	0	0	5	\$ 172.00
Subtotal	0	0	2	3	0	0	1	6	\$ 192.00
REPORT									
Writing/Preparation	0	0	0	0	0	0	0	0	\$ 0.00
Review/Duplication	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
GRAND TOTAL ALL PARTS	0	0	2	3	0	0	1	6	\$192.00



Proposed Non-labor Direct Costs

Task 2.2.F - Section 4(f) Determination

C/R/S: **HAM-CR96-3.92**

PID NO.: **120861**

CONSULTANT: **S&ME, INC.**

DATE: **05/31/24**

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	0	miles	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
ADMINISTRATIVE/RESEARCH				
Database Search/Historic:	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
REPORT				
postage	0	package	\$ 0.00	\$ 0.00
color copies	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
DIRECT COST TOTAL				\$ 0.00



PROPOSAL COST SUMMARY

Task 3.5.A - Categorical Exclusion C2

C/R/S: **HAM-CR96-3.92 Sidewalk**

PID NO.: **120861**

CONSULTANT: **S&ME, INC.**

DATE: **05/31/24**

Overhead (S&ME) Percentage = 198.55%
 Overhead (ODOT General) Percentage = 157.79%
 Net Fee Percentage = 11.00%
 Cost of Money (General) = 0.189%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Travel		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Ave. Rate									
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 43.83	6	\$ 263.00	\$ 522.19	\$ 0.50	\$ 0.00	\$ 0.00	\$ 74.58	\$ 860.27	
Literature/File Review	\$ 39.67	6	\$ 238.00	\$ 472.55	\$ 0.45	\$ 0.00	\$ 0.00	\$ 67.49	\$ 778.49	
Subtotal	\$ 41.75	12	\$ 501.00	\$ 994.74	\$ 0.95	\$ 0.00	\$ 0.00	\$ 142.07	\$ 1,638.76	\$ 1,638.76
	Ave. Rate									
REPORT / PCN										
Writing/Preparation	\$ 40.00	18	\$ 720.00	\$ 1,429.56	\$ 1.36	\$ 0.00	\$ 0.00	\$ 204.17	\$ 2,355.09	
Review/Duplication	\$ 51.00	2	\$ 102.00	\$ 202.52	\$ 0.19	\$ 0.00	\$ 0.00	\$ 28.92	\$ 333.63	
Subtotal	\$ 41.10	20	\$ 822.00	\$ 1,632.08	\$ 1.55	\$ 0.00	\$ 0.00	\$ 233.09	\$ 2,688.72	\$ 2,688.72
	Ave. Rate									
GRAND TOTAL ALL PARTS	\$ 41.34	32	\$1,323.00	\$2,626.82	\$2.50	\$0.00	\$0.00	\$375.16	\$4,327.48	\$ 4,327.48
	Ave. Rate									



Hours, Personnel Categories, and Labor Rates

Task 3.5.A - Categorical Exclusion C2

C/R/S: HAM-CR96-3.92 Sidewalk
 PID NO.: 120861
 CONSULTANT: S&ME, INC.
 DATE: 05/31/24

HOURLY RATES	
Personnel Category	
Principal Scientist	\$ 0.00
Senior Env Lead	\$ 55.00
Project Scientist	\$ 47.00
Staff Scientist	\$ 36.00
GIS Tech	\$ 28.00
CADD Tech	\$ 0.00
Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	0	0	0	0	0	0	\$ 0.00
Travel	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	1	4	0	0	0	1	6	\$ 263.00
Literature/File Review	0	0	2	4	0	0	0	6	\$ 238.00
Subtotal	0	1	6	4	0	0	1	12	\$ 501.00
REPORT / PCN									
Writing/Preparation	0	0	8	8	2	0	0	18	\$ 720.00
Review/Duplication	0	1	1	0	0	0	0	2	\$ 102.00
Subtotal	0	1	9	8	2	0	0	20	\$ 822.00
GRAND TOTAL ALL PARTS	0	2	15	12	2	0	1	32	\$1,323.00



Proposed Non-labor Direct Costs

Task 3.5.A - Categorical Exclusion C2

C/R/S: HAM-CR96-3.92 Sidewalk

PID NO.: 120861

CONSULTANT: S&ME, INC.

DATE: 05/31/24

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	0	miles	\$ 0.00	\$ 0.00
GPS	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
ADMINISTRATIVE/RESEARCH				
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
DIRECT COST TOTAL				\$ 0.00

LPA SCOPE OF SERVICES FORM

A. Project Identification

County	Hamilton	Route	CR96 Springdale Rd	Section	3.92 Sidewalk
Project sponsor / Maintenance responsibility:			Colerain Township/Hamilton County		
			Colerain Twnsp to sign MOU w/County to maintain sidewalk		
Local Let				ODOT Let	X
Scope field review:		5/20/24		Scope meeting:	5/20/24
Highway Functional Classification			Major Collector		
PID	120861				
Fiscal Year	2027 construction		Proposed Sale Date		Q2 (FY 2027)

B. Design Standard

AASHTO/ODOT, MMDG, HCEO (ramps, driveways, drainage)
--

C. Project Description

Description of Proposed Improvements:	The project consists of installing sidewalk on both sides of Springdale Road from Poole Road to Heritage Way on the north side and Yellow Wood Drive on the south side to tie into existing The existing roadway has sidewalk intermittently, and this project will fill in the gaps. May include signal upgrade.
if signal is upgraded then warrant will be required	

Prior studies / plan (identify):	<u>Colerain Sidewalk Plan:</u> https://cagisportal.maps.arcgis.com/apps/MapJournal/index.html?appid=981a5107cebb4185a91f532cff33052c
Estimated Project Length: (begin pavement to end pavement including bridge)	
<u>0.5 miles</u>	

Work Length: (including project length & approach work)				0.6 miles	
Alignment:	Existing	X roadway		Relocated	X sidewalk
Profile:	Existing	X roadway		New	X sidewalk
Logical Termini: (w/explanation)		Poole Road and Springdale Road-- Yellow wood drive on south side of North end Heritage Way on the north side of roadway.			

D. Typical Sections**Existing:**

Width:	Pavement	varies	Graded Shoulder	varies	Treated Shoulder	varies
R/W	TBD during survey & design					
Bridge:	face to face of rails	n/a		or toe to toe of parapets		n/a
Curbs		Yes		No	x	
Curb ramps		Yes	x	No		
Sidewalks	Yes	x	No		Comment	Some new and some replaced
Guardrail	Yes		No	<u>x</u>	Type	

Proposed:

Width:	Pavement	same	Graded Shoulder	same	Treated Shoulder	same
Bridge	n/a					
Median:	Yes		No	x	Type	
Curbs:	Yes		No	x	Type	
Curb ramps:	Yes	x	No	ADA compliance is required. If not possible, then waivers should be submitted. Detail of ramps are req. with slopes, widths, elevations for each location.		
Sidewalks	Yes	x	No		Comment	5' detached walk minimum treelawn is 2'. For locations at boc, 7' required, does not include curb width.
Guardrail	Yes		No	x	Type	

Supplemental Information

Revised 12/4/2020

ADT	14,386vpd	Design ADT	
DHV		Certified Traffic	Not required.
T24			
Design Speed	35 mph	Legal Speed	35 mph
Comments:	Design designation from ODOT will be shared.		

E. Right-of-Way

Right-of-Way Plan:	Yes	☒	No	
Approximate Number of Parcels:	15			
Known relocations:	Yes		No	☒

Railroad Involvement:	Yes		No	x		
Railroad Name:						
Encroachments:	TDB					
Airway Highway Clearance:	Yes	x	No	x	Remarks	
Airport Name	Sheriff Dept helipad is 18,000 lf from project					
Comments:	Please verify other sites. All must be considered if within 20,000 ft.					

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

F. Utilities

Aerial:

Phone	Yes	☒	No		Name of Company	Alta Fiber
Cablevision	Yes	☒	No		Name of Company	Various
Power	Yes	☒	No		Name of Company	Duke Energy

Buried:

Revised 12/4/2020

Phone	Yes	x	No		Name of Company	Alta Fiber		
Cablevision	Yes	x	No		Name of Company	Charter/Spectrum		
Power	Yes	x	No		Name of Company	Duke Energy		
Gas	Yes	x	No		Name of Company	Duke Energy		
Pipelines:	Yes		No	x	Name of Company			
Water	Yes	x	No		Private		Public	x
Sanitary Sewer	Yes	x	No		Private		Public	x
Storm Sewer	Yes	x	No		Private		Public	x

Other	Consultant to try to avoid utility conflicts throughout design while holding to the scope of work. If utility conflicts cannot be avoided, they should be minimized. Consultant to provide a copy of the OUPS ticket information to ODOT PM (if applicable). Up to date utility contacts shall be used at each plan submission. Utility contact information can be requested by consultant from ODOT PM. If OUPS and OGPUPS ticket are more than two (2) years old, a design non-marking ticket shall be requested to obtain most up to date Utility Members List. The ticket does not need to be submitted to obtain the Utility Members List. Consultant to provide a utility set of plans with the utility lines shown in color using using the most recent version of ODOTcadd_UTPen.tbl at each plan submission. This file is found in the standard ODOTcadd executable file that can be downloaded from the CADD services webpage. Consultant to prepare a summary of potential utility conflicts at each plan submission. Summary to be provided to Utility Companies at each plan submission. Summary to include, but not limited to station and offset of conflict, type of conflict (direct, decreased cover, proximity, etc.), utility owner (if known) and utility type. Consultant to compile Utility Company responses and forward to the ODOT PM. Final compilation of utility correspondence is due 35 days after plan submission to utilities. A "no response" from a utility on a plan submission review cannot be considered as "no comment", "no conflicts" and/or "a confirmation of the consultant's findings" from the utility. A written response (email is sufficient) must be received from the utility verifying that they have no comments, no conflicts and/or they agree with the conflicts identified by the consultant. Consultant to review the Utility Company responses and evaluate. The evaluation of the responses shall include validating that a conflict does exist or that a utility may remain in place. If a conflict does exist, consultant should provide an evaluation of the feasibility of potential resolutions. A disposition of utility status (i.e. utility to stay in place, utility facility relocation plan in writing or plan format) is required at the Stage 3 submission. This disposition shall be included to the utilities with the Stage 3 plan submission. This disposition shall be formulated based on utility responses from previous plan submissions.
Comments	

G. Structure Requirements **NA**

Existing Structure information:

Existing Structure Information:					
Structure type:					
Sufficiency Rating:			General Appraisal		
			Bridge No.		

Structure File No.		Crossing	
Bridge length:			
Number of Spans			
Eligible for the National Historical Register	Yes		No

Proposed Structure: NA

New Structure:	Yes		No	
Rehabilitate Existing Bridge	By:			
Structure width:		Structure type:		
Number of spans:				
Beam Type:	Concrete Box		Steel	
Other Design Considerations / Explanation of Change in Line/Grade:				
Guardrail Type:				

H. Design Exception(s) required

Yes		No	x	Explain	Low speeds. ADA compliance for all sidewalk and ramps
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I. Traffic Control

Signing:	Yes	x	No		Remarks	Relocate existing signs for the new sidewalk if necessary
Striping:	Yes	x	No		Remarks	Application of crosswalks and adjustments to other striping at intersections as necessary to accommodate the crosswalks
Lighting:	Yes		No	x	Remarks	Determine if lighting is desired at Poole Rd. suggested.
Signals:	Yes		No	x	Remarks	Possible signal work. Determine if pedestal will be installed.
RPM's:	Yes		No	x	Remarks	

J. Maintenance of Traffic

Detour		Part Width	x
Remarks:	Lane closures to allow for work on one side at a time		

K. Driveways

Yes	x	No		Type	Residential and commercial. Sidewalk should go through the driveways and meet ADA requirements. Some aprons need to be rebuilt to accomplish this. RW either temp. or permanent may be necessary.
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L. Project Funding

Project Cost Estimate	\$870,974.20				
Quantity splits needed in plans to differentiate funding participation:	Yes		No	x	
Comments:					
Coordination with Concurrent Projects Required:	Yes		No		x
Comments:	OKI TA funds (SAC 4TC7) are capped at \$402,043 with a 50% local match				

Cost Estimates:

	Total Federal Funds/Percent Split		Total Local Funds/Percent Split	
Right OF Way (SVCS)	\$44,991	50%	\$44,991	50%
RIGHT OF WAY(ACQ)	\$22,496	50%	\$22,496	50%
UTILITIES				
CONSTRUCTION	\$334,556	50%	\$334,556	50%
CONST ENGINEERING			\$66,911.20	100%
TOTAL	\$402,043	50%	\$468,954.20	50%

M. Cost Recovery NA

N. Environmental

Scope of the Proposed Action /Involvement with Resources:				
These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.				
	Not required	Required	Responsibility	Comments
Tentative CE Level __C2__		X	Colerain/consultant	
Purpose and Need Statement	X			
Section 106 Scoping Request Form		X	ODOT	
Cultural Resource Phase 1	X			
Cultural Resource Phase II	X			
Cultural Resource Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recover Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation		I.A.	Colerain/consultant	Will at least have to check for impacts/R/w takes
Recreational Boating	X			
Level 1 Ecological Survey Report		X	Colerain/consultant	Check with ODOT on bat trees after knowing which will be cleared
Level 2 Ecological Survey Report	X			
Wetland Survey	X			
Section 9/Section 10 Stream	X			
404 NWP-Army Corps of Engineers	X			
404 PCN-Army Corps of Engineers	X			
404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application	X			

Coast Guard Coordination	X			
ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR		X	Colerain/consultant	Follow OES CE guidelines
Public Involvement		X	Colerain/consultant	Letters to adjacent property owners, local officials, police, fire and schools
Public Meeting	X			
RMR Screening		X	Colerain/consultant	
RMR Assessment/Investigation	X			
Drinking Water Resources		X	Colerain/consultant	Follow OES CE guidelines
Flood Plain/Flood Way		X	Colerain/consultant	Follow OES CE guidelines
Underserved Populations		X	Colerain/consultant	Follow OES CE guidelines
Noise Study		X	Colerain/consultant	Follow OES CE guidelines
Air Quality Analysis		X	Colerain/consultant	Follow OES CE guidelines

Asbestos Inspection Required:	Yes		No	X
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Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

Bat tree clearing dates may come into play. Tree removal restrictions are 4/1 thru 10/1

O. Roles / Responsibilities

Construction plan development:	ODOT Prequalified Consultant
Proposal/Specification Development:	ODOT
LPA Agreement:	ODOT/Colerain Township
Form and preliminary legislation:	Colerain Township/ODOT



Revised 12/4/2020

Advertising and award of contract:	ODOT
Construction inspection:	ODOT
R/W plan development:	ODOT Prequalified Consultant
R/W acquisition / appraisals:	ODOT Prequalified Consultant
Utility Coordination / Relocation:	Colerain Township/ODOT

P. Field Review

Date:	5/20/24
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PID 120861 HAM 3.92 Springdale Rd Sidewalk Scope meeting	
Full Name	Timestamp
Henderson, Andrea-D08-LPA Coordin	5/20/24, 12:53:08 PM
Knapp, William-D08- Intern	5/20/24, 12:53:24 PM
Summer Jones-OKI	5/20/24, 12:54:38 PM
Tiphanie Mays-Colerain Township	5/20/24, 12:54:38 PM
Maricocchi, Paul-LPA PM	5/20/24, 12:56:10 PM
Zeller, James-RW liason	5/20/24, 12:58:28 PM
Scanlon, Teri-Traffic	5/20/24, 12:59:57 PM
Mazza, Thomas-Safety	5/20/24, 1:00:05 PM
Jeff Weckbach-Colerain Township	5/20/24, 1:00:14 PM
Otis, John-D08-Geometrics/ADA	5/20/24, 1:01:09 PM
Brad Warnock-Choice One	

Revised 12/4/2020

Geometrics/ADA compliance--curb ramp detail sheets are req. elev. Width, slope, type. If not possible, then waivers are required.

RW--ODOT process required if more than 10 parcels and more than 50K

Traffic---see prior notes

Safety---see prior notes

Utilities—All relocated RW require RW space. Plans should be submitted to utilities at each submittal.

Drainage--If disturbed area is greater than 1 acre, the BMPs will be required. is needed then BMP calcs expected at stage 1, if curb is added then calcs will be needed.

Q: Schedule

Project Termini: Springdale Road from Poole Road to the elementary and middle schools just west of Yellowwood Drive.

Project Milestone Information						
Milestone	Date	Complete	SFY (Qtr)	Other Milestone Information	Previous Lockdown (2023)	Cur
Field Review	05/20/2024	✓	2024 (Q4)			
LPA Scope of Services Document	05/20/2024	✓	2024 (Q4)			
Authorized Design Consultant	07/05/2024		2025 (Q1)			
~~Stage 1 Plans - Submitted~~	~~11/06/2024~~		2025 (Q2)			
Preliminary R/W Review Submission - Submitted	11/06/2024	2/1/25	2025 (Q2)			
NEPA Start Date	11/15/2024		2025 (Q2)			
~~Stage 1 Plans - Complete~~	~~12/16/2024~~		2025 (Q2)			
Preliminary R/W Review Submission - Approved	12/16/2024	3/1/25	2025 (Q2)			
Stage 2 Plans - Submitted	03/10/2025	2/1/25	2025 (Q3)			
Compliance R/W Review Submission- Submitted	03/10/2025	4/20/25	2025 (Q3)			
Environmental Document Approved	03/14/2025	6/1/25	2025 (Q3)			
Stage 2 Plans - Complete	04/24/2025	3/1/25	2025 (Q4)			
Compliance R/W Review Submission - Approved	04/24/2025	5/20/25	2025 (Q4)			
Final R/W Plan Submission - Approved	05/09/2025	6/1/25	2025 (Q4)			
R/W Authorized	05/16/2025	6/8/25	2025 (Q4)			
Local R/W Certification	06/23/2025		2025 (Q4)			
Utility Note Complete	07/01/2025		2026 (Q1)			
Stage 3 Plans - Submitted	08/11/2025		2026 (Q1)			
Stage 3 Plans - Complete	09/25/2025		2026 (Q1)			
Final Tracings - Submitted	02/02/2026		2026 (Q3)			
Final Tracings - Complete	03/02/2026		2026 (Q3)			
R/W Acquisition Complete	06/08/2026		2026 (Q4)			
Plan Package Submitted to District	06/17/2026		2026 (Q4)			
District R/W Certification	06/19/2026		2026 (Q4)			
Plan Package Submitted to C.O.	07/01/2026		2027 (Q1)			
Plan Package Received in C.O.	07/01/2026		2027 (Q1)			
Sale	10/01/2026		2027 (Q2)			
Award	10/01/2026		2027 (Q2)	Reservoir Year:		
Begin Construction	01/01/2027		2027 (Q3)			
End Construction	08/02/2027		2028 (Q1)	Estimated Duration: 120		

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Motion authorizing the Township Administrator to execute a natural gas aggregation agreement at a rate not to exceed Duke Energy's Gas Cost Recovery (GCR) Rate for a period of twelve (12)-months

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township has a natural gas aggregation program with AEP Energy that is set to expire in October of 2024. The current rate is \$0.91 cents per ccf.

As with past aggregation renewals, the final contract will not be prepared until the rates are set. The market moves daily and the Township needs the flexibility to sign the agreement when rates reach their lowest. This motion would allow the Administrator to sign a contract with a rate lower than Duke's rate. The final agreement will be brought back to a future Trustee meeting as a consent agenda item.

The contract will maintain the ability for residents to opt out without penalty.

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Resolution Adopting Financial Policies for Fraud Prevention

Recommend ADOPTION of the Resolution.

Rationale:

Government's across the United States continue to see increases in external fraud that results in the loss of taxpayer dollars. The Ohio Attorney General recently issued additional guidance related to fraud and how it will be handled by their offices. In response to this guidance, staff took a look at the existing fraud policies and determined it would be beneficial to revise and adopt the following three policies for the Township:

- Methods of Payment
- Electronic Vendor Fraud
- Bank Account Fraud Prevention

These policies will help to provide clear direction and strategy to staff to aid in the prevention of fraud and protection of taxpayer dollars. These policies were drafted based on best practices from the Government Finance Officers Association. A first reading of these policies was held on June 11, 2024.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the _____ day of _____, 2024, at the Colerain
Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the
following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its
adoption:

RESOLUTION NO. _____

RESOLUTION ADOPTING FRAUD PREVENTION POLICIES

WHEREAS, the Board of Trustees sets the policy direction for Colerain Township
employees and residents; and;

WHEREAS, Administration and all departments intend on following the direction set by
the Trustees; and;

WHEREAS, the attached three policies will aid the Township in preventing fraud and
help establish a strategy to protect tax payer dollars.

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

1. The attached Methods of Payment Policy, Electronic Vendor Fraud Policy, and Bank Account
Fraud Prevention Policy be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in an open meeting of this Board, and that
all deliberations of this Board and any of its committees that resulted in such formal action were
taken in meetings open to the public, in compliance with all legal requirements including
§121.22 of the Ohio Revised Code; and
3. That this Resolution shall be effective at the earliest date allowed by law; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution
be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby
authorizes the adoption of the Resolution upon its first reading.

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 _____, 2024.

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:

Scott Sollmann (0081467)
Colerain Township 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 _____, 2024.

Jeff Baker
Colerain Township Fiscal Officer

2.15 METHODS OF PAYMENT

Adapted from the Government Finance Officers Association Best Practice, "Payments Made by Governments, 2018"

PURPOSE

Governments make payments in a variety of ways including cash, checks, and various electronic payment methods. Governments rarely make payments using cash but a government may have one or more petty cash funds for employee reimbursement. In addition, fewer and fewer payments by governments are being made by check as more electronic options have been made available but check payments still exist and have unique control and fraud prevention requirements.

ELECTRONIC PAYMENT METHODS

- **Automated clearing house (ACH)** - movement of funds in a batch process, which is best for high volume, low dollar transactions such as payroll, expense reimbursement, and routine vendor payments, as the cost per transaction is low relative to other forms of electronic payment.
- **Wire transfer** - immediate movement of funds between bank accounts with guaranteed settlement, which is most suitable for high dollar transactions because the cost per transaction is high relative to other forms of electronic payment.
- **Purchasing (procurement) cards** - a credit card transaction designed to reduce the volume of small dollar purchase orders issued, field purchase orders or to eliminate petty cash. Purchasing cards are used at the point of sale, which is convenient for the employee and the customer, and payments are made in aggregate. Vendors that accept the payment will pay a processing fee. There is usually no cost to the government, and the issuing bank may provide a rebate based on transaction volume. In addition, restrictions can be put on the purchasing cards such as a per purchase dollar amount limit, dollar limits per transaction cycle and by MCC (merchant category code).
- **Electronic accounts payable** - a credit card transaction, often without physical cards, that allows governments to pay invoices electronically. These payments are made during the



normal accounts payable process, but the vendor or government has designated a preference to receive funds via the card instead of checks. As with purchasing cards, the vendor pays a processing fee, and the government may receive a rebate.

- **Stored value cards** -generally used for payroll to unbanked employees or for rebate/incentive programs. The card is tied to a bank account and is loaded via an ACH transaction. There are costs associated with activation and use of the card. The Township does not use stored value cards.
- **ACH debits** - withdrawal of funds directly out of the government's bank account. This type of payment is usually requested by vendors who do repetitive business with the government such as benefit providers who have long term contracts with the government. Generally, a government should have debit blocks in place against ACH debits unless specifically identified by the government as trusted vendors.
- **Cryptocurrency** - The Township shall not accept cryptocurrency.

ELECTRONIC PAYMENT BENEFITS

There are benefits to using electronic payments including:

- Eliminating the storage, handling, and processing of paper checks.
- Reducing the time spent on reconciliation.
- Eliminating the occurrence of lost or stolen checks and the cost of check reissuance.
- Reducing security risks, including the visibility of information used in check payment fraud.
- Improve the tracking of payments through enterprise resource planning (ERP) systems and integration with banking technologies.

CASH PAYMENT METHODS



The Township accepts cash payments and provides a written receipt for each payment. More information on cash handling can be found under Township Policy 2.7 Cash Handling Policy.

CHECK PAYMENT METHODS

The Township continues to issue a significant number of checks. To reduce the risk of check fraud, the Township should:

- Maintain physical security over check stock and check copy retainage should be in place and documented.
- Implement bank fraud prevention tools (e.g., positive pay).
- Reconcile all payments monthly.

2.16 ELECTRONIC VENDOR FRAUD

Adapted from the Government Finance Officers Association Advisories, "Electronic Vendor Fraud," 2017 and Auditor of State Bulletin 2024-003, "Payment Redirect and Business Email Compromise Schemes."

PURPOSE

Electronic payments improve efficiency, security, and tracking. However, electronic payments require appropriate internal controls to mitigate the risk of fraud. Fraud can affect all sizes of governments and include both large and small transactions. As more governments move to electronic payments, electronic payment fraud has become more prevalent, and as protections have evolved to better guard against vendor fraud, fraudsters have gotten better at avoiding those measures. Vendor fraud is often associated with submitting fake documentation to change the bank routing and account numbers for electronic vendor payment deposits. These schemes often involve multiple hacks and may attempt to compromise vendor information, along with e-mail or other forms of identification, in an attempt to disguise the fraudulent activity. For example, fraudsters might hack e-mail or use a fake e-mail domain to make themselves look like legitimate representatives of a vendor.

STRATEGIES TO MITIGATE THE RISK OF FRAUDULENT VENDOR PAYMENTS

General Strategies

- Staff shall not make any changes to vendor information, particularly payment addresses and/or bank account information, without carefully reviewing the information provided and corroborating it through other sources, such as existing Township records. Staff shall not change any vendor information solely on the basis of email communications. Contact information shall be obtained through independent sources rather than using the information provided in an email or an invoice. When confirming changes, staff shall ask vendors to identify both old and new account information. The vendor should provide the information without assistance.
- Financial fraud insurance coverage, and any caps on that coverage, should be re-evaluated



periodically to ensure that coverage is sufficient and that all of the forms of cyber fraud are covered.

- The Township shall implement added layers of authentication and security, such as positive pay, ACH positive pay, account verification service, and ACH debit block. The IT Director shall establish and maintain up-to-date system security and e--mail spam filters.
- The IT Director shall continue to require quarterly training on all forms of digital fraud for all employees. Failure to participate in that training shall result in progressive discipline.
- Staff should consider the options provided by third parties, such as using a bank to manage and store vendor account and other sensitive information.

Staffing Strategies

- At least two staff members shall review any change in vendor information. Proper segregation of duties helps ensure that the individual who enters information into the system or approves the change is not the same person who conducts due diligence on the vendor changes. The Department Director overseeing the Finance staff shall authorize all vendor changes.
- Accounts payable staff are expected to train quarterly in payment fraud and to routinely ask questions of both vendors and department staff.
- Staff and outside departments should understand the importance of prioritizing outstanding balance inquiries from vendors and resolving them quickly, following up on questions via telephone instead of e-mail. Payment questions need to be addressed as quickly as possible because they may uncover vendor or payment fraud.
- Staff should be wary of any email or invoice that is unexpected and conveys a sense of urgency.
- Staff should be wary of requests that arrive when the senior leadership is away from the office for an extended period.
- Employees seeking a change in direct deposit information shall make that request in person. Employees whose work schedule does not allow for that in person request should make that request of their commanding officer.



Form/Information Change Strategies

- Staff should beware of any vendor form changes that ask for revisions to more than one item in its account. Staff should also compare the vendor domain name with new domains provided on the form, and use the Internet to verify all changes.
- Staff shall develop a vendor change form that requires vendors to provide both old and new bank routing and account numbers or billing addresses when requesting a banking change or a payment mailing change. Vendor change forms shall not be published on the Township website.
- Staff should look closely at the information and documentation provided by the vendor, such as a very low check number with a small number of digits.
- Staff should be wary of vendors updating an account to use an international bank as well as requests with unusual language or wording.
- Staff should carefully scrutinize the email address used to request a change in vendor information. Staff should hover their cursor over the sender's email and review the information in the window that pops up, particularly the "mailed by," "signed by," and "encryption" fields. Any suspicious information should be referred to the employee's Department Director.

Follow Up Strategies

- If staff become aware of fraudulent account routing and numbers, staff should notify their Department Director, who in turn should notify the Township's bank and law enforcement.
- If staff become aware of a fraudulent account, staff shall scrub the vendor file data for other vendor accounts that might use the same bank routing number or account number and deactivate any questionable vendor accounts immediately.

Failure to follow this policy shall result in progressive discipline, up to and including termination.

2.17 BANK ACCOUNT FRAUD PREVENTION

Adapted from the Government Finance Officers Association Best Practice, "Bank Account Fraud Prevention," 2012.

PURPOSE

In 2022, the Association for Financial Professionals published a study showing that 70 percent of companies were victims of fraud via payment methods in 2021. These tools and internal controls are intended to strengthen the Township's defenses against fraud.

FRAUD PREVENTION TOOLS

- **Positive pay** is a type of account reconciliation service provided by banks. In positive pay, a bank compares checks that it receives for payment against the record of the checks issued by the government. If the bank receives a check that does not match the information (date, check number, and amount) in the government's record, it identifies it as an exception item (i.e., a non-conforming positive pay item). Payee positive pay is an enhanced positive pay service that requires the validation of the payee name in addition to validating the date, check number, and amount.
- **ACH blocks and filters** stop any attempt by an outside entity to process an ACH transfer and remove funds from a checking account without prior permission. ACH blocks prevent all disbursements from an account. ACH filters prevent disbursements that do not match a list of pre-authorized transactions or identification numbers. ACH filters involve: (a) giving prior permission to certain approved business partners to draw upon the account, (b) establishing an approval process for pending ACH transmissions, and/or (c) setting maximum dollar limits on ACH debit transactions.
- **Reconciliation tools** allow governments to extract information from their bank or have information sent from their bank that assists the government in performing period end reconciliation of bank accounts. The bank may also provide a tool that completes a full



reconciliation of the account and produces detailed reports of reconciled items.

- **Intra-day access** allows a government to see bank account transactions that occur at various times throughout the business day. The information may be accessed via online systems provided by the bank, as well as through other methods including fax, email, and direct transmission of data from the bank to the government's computer systems.
- **Universal Payment Identification Codes (UPIC)** may be used instead of the government's bank account numbers so that the government's account numbers are not disclosed.

INTERNAL CONTROLS

To provide for the physical security of all checks, the Finance Department shall:

- Maintain check images in preference to paper copies.
- Keep check stock in a locked and secure location with a formal inventory listing maintained. Secure check stock daily. Remove continuous check stock from printers. Lock and secure check specific printers.
- Physically void returned checks and check copies, and retain in a locked and secure location or destroy on a schedule.
- Ensure appropriate security over signature software.
- Staff shall notify the Director overseeing the Finance Department of the pending issuance of all checks over \$100,000.

In addition, the Finance Department shall:

- Require two party authorizations (initiation and release) and same day staff reconciliation of wires.
- Ensure proper segregation of duties among staff initiating, authorizing, preparing, signing, and mailing payments and reconciling bank statements.



- Review signature cards and authority levels whenever any changes occur and annually at a minimum. Remove individuals from bank transaction authority immediately upon resignation or termination.
- Review all bank accounts at least annually. Consolidate or eliminate bank accounts that are not frequently utilized.
- Ensure that controls exist for the storage and destruction of all documents that contain account and other related information.
- Determine that appropriate controls are present if employees access the government's financial and banking systems from remote sites (i.e., restrict the sharing of files).
- On at least an annual basis, request the government's legal counsel to research changes in laws that shift liability for fraudulent transactions to the government.

FRAUD PREVENTION MEASURES IN COOPERATION WITH FINANCIAL INSTITUTIONS

The Director overseeing the Finance Department shall:

- Implement positive pay and/or payee positive pay, on all disbursement bank accounts and reconcile exceptions daily. Positive pay is the single best fraud prevention tool available.
- Instruct the bank to return all non-conforming positive pay items as the default instruction.
- Ensure that a clear policy exists to separate responsibilities between staff approving positive pay exceptions and staff initially requesting and/or preparing the check.
- Avoid reverse positive pay because with this service the liability remains with the government.
- Direct the bank to reject or block any and all withdrawals not initiated by the government from accounts that only accept deposits.
- Evaluate placing ACH filters and/or blocks on all accounts.
- Place total or selective ACH blocks on all disbursement accounts. Selective ACH blocks, also known as ACH filters, allow electronic debits to occur only for pre-designated transactions.



- Develop a formal plan to review ACH blocks/filters. This should be done on an annual basis, at a minimum.
- Consider the use of Universal Payments Identification Codes (UPIC) for all receivables accounts.
- Ensure that the Township's financial institutions provide multi-factor identification for on-line banking services involving transactions and administrative functions.
- Ensure separation of duties (initiation and release/approved) for financial transactions and administration of the on-line system. Multi-factor identification may include numerous passwords and/or utilization of user specific tokens.
- Discuss enhanced or new account security features with your financial institution on at least an annual basis.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Donation Acceptance - Department of Fire and EMS - John and Patricia Helmes - \$20.00
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$20.00 donation from John and Patricia Helmes in remembrance of Bev Hater.

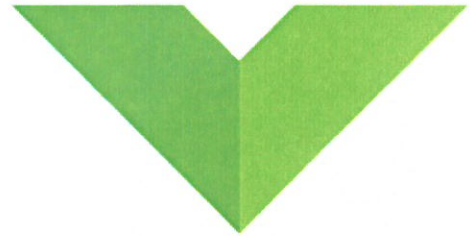
CONSENT ITEMS

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Contract - Choice One Engineering - Conceptual Study for Administration Campus Parking Lots - \$4,850 - NOEXP
Recommend approval of all consent items.

Rationale:
Staff has identified the need to complete a parking study of the campus parking lot structures to identify potential opportunities to expand the number of spaces, address storm water issues and to secure parking for the police department impound, personnel and cruisers. The study will identify two potentials for parking lot renovation to address these items.

**Date**

June 14, 2024

Attention

Tawanna Molter
tmolter@colerain.org

Address

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Subject

Agreement for Professional Services
Community Center Parking Lot Concepts
HAM-COL-2405

Dear Ms. Molter:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Community Center Parking Lot Concepts .

This Agreement is by and between Colerain Township, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of three pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Colerain Township

Authorized Signature

6/14/24

Date

Choice One Engineering Corporation

Nicholas J. Selhorst, P.E., Project Manager

6/14/2024

Date

W. Central Ohio/E. Indiana

440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

www.CHOICEONEENGINEERING.com



Scope of Services

Project Snapshot

Choice One intends to provide conceptual renderings of parking lot modifications at the Colerain Township Community Center area.

Project Details

- See attached exhibit for project area. Project involves 4300, 4200, and 4160 Springdale Rd.
- Township desires to increase number of parking stalls available to employees and visitors in key areas.
- A dumpster enclosure is desired somewhere near 4200 Springdale Road (admin building).
- If possible, a gated entrance for police staff and vehicle parking is desired.
- Extra pedestrian connections between parking lots and buildings are desired.
- Choice One will walk the site with Township staff and take pictures and notes of how the site is utilized. Walk will be done on a Tuesday, Wednesday, or Thursday.
- Choice One will draw two conceptual layouts of different options and send colored PDF's and full-size 24x36 paper copies to the Township.
- No topographic survey or construction plans are included in this initial scope.
- No construction estimates are included in this initial scope.

Project Services

1. Conceptual Site Layout

- a. Field walk site with Township staff.
- b. Prepare two concept plans based on site constraints, municipal requirements, and Client inputs.
- c. Concept plan will include existing building layouts, existing and revised parking, existing and revised drive layouts, and dumpster enclosure layout.
- d. Meet with Township staff to go over options.
- e. No topographic survey will be done as part of this initial scope.
- f. No construction plans or construction estimates are included at this time.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Construction Plans
2. Storm Sewer Design
3. Sanitary Sewer Design
4. Waterline Design
5. Traffic Signal Design
6. Traffic Impact Studies

Client Responsibilities

- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Provide timely decisions to keep design work on schedule.
- Provide property access.

Compensation & Schedule

Compensation

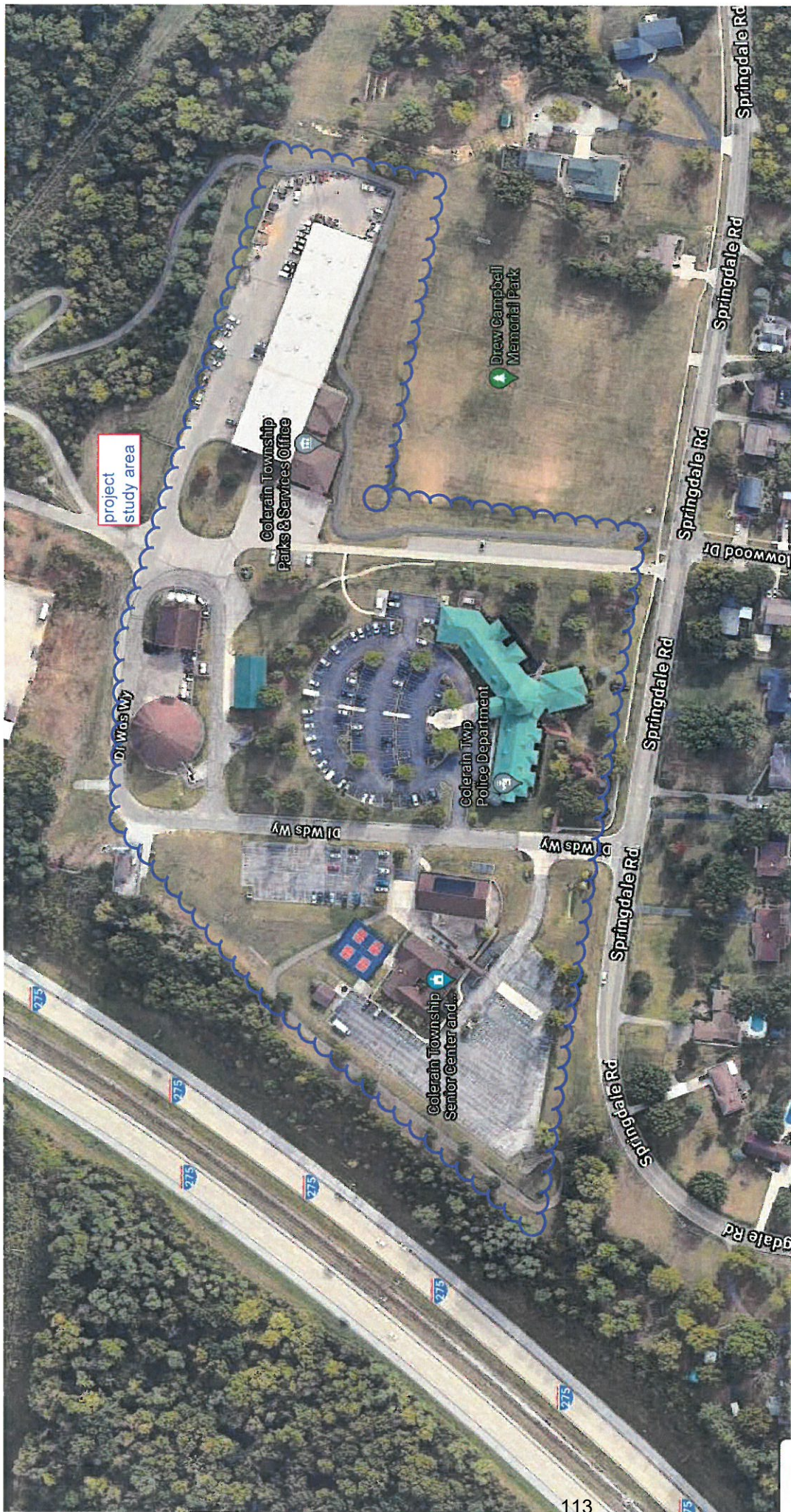
Lump Sum Fee Schedule

Conceptual Site Layout	\$4,850.00
Total	\$4,850.00

Schedule

Choice One will provide conceptual plan for review within 60 days after receipt of an executed Agreement.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.



Choice One Engineering Corporation
Standard Terms & Conditions
4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

New Hire - Planner - Juliana Petti - Development - \$26/hour

Recommend approval of all consent items.

Rationale:

The position of Planner was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Juliana Petti.

The wage for this job is \$26 per hour for 40 hours per week. Contingent upon Board approval, she would be eligible to begin work on June 26, 2024.