COLERAIN
TOWNSHIP ~ OHIO

Regular Meeting of the Board of Trustees - July 23, 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**
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**

Public Safety

a. Resolution Declaring Nuisance and Ordering Abatement
b. Resolution Declaring a Junk Motor Vehicle - 2400 Golf Dr. - 1 of 5
c. Resolution Declaring a Junk Motor Vehicle - 2815 Springdale Rd - 2 of 5
d. Resolution Declaring a Junk Motor Vehicle - 2825 Grosvenor Dr. - 3 of 5
e. Resolution Declaring a Junk Motor Vehicle - 3289 Sienna Dr. - 4 of 5
f. Resolution Declaring a Junk Motor Vehicle - 10242 Springknob Ct. - 5 of 5
g. Resolution Declaring Property as Vacant Registrable Property - 3292 Compton Rd. - 1 of 4
h. Resolution Declaring Property as a Vacant Registrable Property - 6662 Daleview Rd. - 2 of 4
i. Resolution Declaring Property as a Vacant Registrable Property - 9854 Loralinda Dr. - 3 of 4
j. Resolution Declaring Property as a Vacant Registrable Property - 9871 Marino Dr. - 4 of 4

Public Services

Development

Administration

a. Motion to Approve an Engagement Letter - Auditor of State - 2024 Audit

b. Motion Authorizing the Township Administrator to Execute a Contract with Waycross Community Media for Video Production and Distribution Services

11. Old Business

a. Discussion and Potential Action - 2864 Houston

12. Consent Items

a. Contract - Spring Grove Cemetery - Indigent Burial/Santiago - $995 - NO EXP

b. Donation Acceptance - Department of Fire and EMS - Phantom Fireworks - $2,000.00

c. Donation Acceptance - Department of Fire and EMS - Mt. Healthy Eagles #2193 - $10,000.00

d. Donation Acceptance - Police Department - Phantom Fireworks - $2,000.00

e. Donation Acceptance - Police Department - Mt. Healthy Eagles - $10,000

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

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:

9010 Colerain Ave	510-0104-0223-00
2456 Roosevelt Ave	510-0031-0442-00
2458 Roosevelt Ave	510-0031-0441-00
2474 Roosevelt Ave	510-0031-0438-00
2480 Roosevelt Ave	510-0031-0436-00
2486 Roosevelt Ave	510-0031-0435-00

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:

Address	Book-Page-Parcel No.
9010 Colerain Ave	510-0104-0223-00
2456 Roosevelt Ave	510-0031-0442-00
2458 Roosevelt Ave	510-0031-0441-00
2474 Roosevelt Ave	510-0031-0438-00
2480 Roosevelt Ave	510-0031-0436-00
2486 Roosevelt Ave	510-0031-0435-00

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

Resolution Declaring a Junk Motor Vehicle - 2400 Golf Dr. - 1 of 5

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:

2400 Golf Dr, Cincinnati, OH 45239

1. (OHIO), HAP1772, 1997, GREEN, ACURA, LEGEND

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 2400 Golf Dr, Cincinnati, OH 45239– Parcel ID 510-0072-0048-00 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 **2400 Golf Dr, Cincinnati, OH 45239– Parcel ID 510-0072-0048-00**

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 **2400 Golf Dr, Cincinnati, OH 45239– Parcel ID 510-0072-0048-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO), HAP1772, 1997, GREEN, ACURA, LEGEND**

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 - 2815 Springdale Rd - 2 of 5

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:

2815 Springdale Rd. Cincinnati, OH 45251

1. (OHIO), KIB9585, 2011, BROWN, INFINITI, M56X

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 2815 Springdale Rd. Cincinnati, OH 45251– Parcel ID 510-0042-0108-00 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 **2815 Springdale Rd. Cincinnati, OH 45251– Parcel ID 510-0042-0108-00**

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 **2815 Springdale Rd. Cincinnati, OH 45251– Parcel ID 510-0042-0108-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO), KIB9585, 2011, BROWN, INFINITI, M56X**

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 - 2825 Grosvenor Dr. - 3 of 5

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:

2825 Grosvenor Dr. Cincinnati, OH 45251

1. (OHIO), HTK7180, 2001, SILVER, 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 2825 Grosvenor Dr. Cincinnati, OH 45251– Parcel ID 510-0042-0205-00 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 **2825 Grosvenor Dr. Cincinnati, OH 45251– Parcel ID 510-0042-0205-00**

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 **2825 Grosvenor Dr. Cincinnati, OH 45251– Parcel ID 510-0042-0205-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO), HTK7180, 2001, SILVER, 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 a Junk Motor Vehicle - 3289 Sienna Dr. - 4 of 5

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:

3289 Sienna Dr. Cincinnati, OH 45251

1. (NO TAG), 2012, BLACK, DODGE, RAM

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 3289 Sienna Dr. Cincinnati, OH 45251– Parcel ID 510-0123-0116-00 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 **3289 Sienna Dr. Cincinnati, OH 45251– Parcel ID 510-0123-0116-00**

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 **3289 Sienna Dr. Cincinnati, OH 45251– Parcel ID 510-0123-0116-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(NO TAG), 2012, BLACK, DODGE, RAM**

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 - 10242 Springknob Ct. - 5 of 5

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:

10242 Springknob Ct. Cincinnati, OH 45251

1. (OHIO), JGV8212, 2004, SILVER, NISSAN, QUEST

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 10242 Springknob Ct. Cincinnati, OH 45251– Parcel ID 510-0042-0204-00 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 **10242 Springknob Ct. Cincinnati, OH 45251– Parcel ID 510-0042-0204-00**

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 **10242 Springknob Ct. Cincinnati, OH 45251– Parcel ID 510-0042-0204-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO), JGV8212, 2004, SILVER, NISSAN, QUEST**

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 Property as Vacant Registrable Property - 3292 Compton Rd. - 1 of 4

Recommend ADOPTION of the Resolution.

Rationale:

The Code Enforcement Review Board (CERB) held a case and hearing on the below property to consider it as vacant. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare this property vacant and to resolve that it be registered and fees assessed against the property at the below address:

3292 Compton Rd., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0104-0086-00

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 23rd day of July 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-24
RESOLUTION DECLARING PROPERTY LOCATED AT 3292 COMPTON RD., COLERAIN TOWNSHIP, OH 45251, PARCEL ID# 510-0104-0086-00, AS A VACANT REGISTRABLE PROPERTY AND CAUSING FOR THE ASSESSMENT OF FEES PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 117-21, on December 14, 2021, creating a registration of vacant property, requiring the registration and maintenance of vacant property by owners, and providing for penalties and enforcement, in the interests of public health, safety, and welfare to prevent properties from becoming abandoned, neglected, or left unsupervised and protecting neighborhoods from same; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 136-23, establishing a Code Enforcement Review Board ("CERB"), to make recommendations to the Colerain Township Board of Trustees and assist with the review, interpretation, and enforcement of the provisions, requirements, guidelines, fees, and penalties set forth in Resolution 117-21 related to vacant buildings as well as provide the owners/tenants of property due process with respect to such enforcement; and

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 3292 Compton Rd., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0104-0086-00.

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

1. The Board specifically finds and hereby determines the property located at 3292 Compton Rd., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0104-0086-00 to

be vacant for more than thirty (30) days and the owner of said property has not registered the property with the Township Registry, paid the licensing fee, and met the vacant building maintenance standards set forth in Colerain Township Resolution 117-21.

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars ($500.00) and a late fee of fifty dollars ($50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.

3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

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

6. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Ms. Ulrich _____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this 23rd day of July, 2024

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matt Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 23rd day of July, 2024.

_____
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 Property as a Vacant Registrable Property - 6662 Daleview Rd. - 2 of 4
Recommend ADOPTION of the Resolution.

Rationale:
The Code Enforcement Review Board (CERB) held a case and hearing on the below property to consider it as vacant. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare this property vacant and to resolve that it be registered and fees assessed against the property at the below address:

6662 Daleview Rd., Colerain Township, Hamilton County, Ohio 45247, Parcel ID# 510-0350-0155-00

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 23rd day of July 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-24
RESOLUTION DECLARING PROPERTY LOCATED AT 6662 DALEVIEW RD., COLERAIN TOWNSHIP, OH 45247, PARCEL ID# 510-0350-0155-00, AS A VACANT REGISTRABLE PROPERTY AND CAUSING FOR THE ASSESSMENT OF FEES PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 117-21, on December 14, 2021, creating a registration of vacant property, requiring the registration and maintenance of vacant property by owners, and providing for penalties and enforcement, in the interests of public health, safety, and welfare to prevent properties from becoming abandoned, neglected, or left unsupervised and protecting neighborhoods from same; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 136-23, establishing a Code Enforcement Review Board ("CERB"), to make recommendations to the Colerain Township Board of Trustees and assist with the review, interpretation, and enforcement of the provisions, requirements, guidelines, fees, and penalties set forth in Resolution 117-21 related to vacant buildings as well as provide the owners/tenants of property due process with respect to such enforcement; and

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 6662 Daleview Rd., Colerain Township, Hamilton County, Ohio 45247, Parcel ID# 510-0350-0155-00.

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

1. The Board specifically finds and hereby determines the property located at 6662 Daleview Rd., Colerain Township, Hamilton County, Ohio 45247, Parcel ID# 510-0350-0155-00 to

be vacant for more than thirty (30) days and the owner of said property has not registered the property with the Township Registry, paid the licensing fee, and met the vacant building maintenance standards set forth in Colerain Township Resolution 117-21.

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars ($500.00) and a late fee of fifty dollars ($50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.

3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

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

6. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Ms. Ulrich _____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this 23rd day of July, 2024

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matt Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 23rd day of July, 2024.

_____
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 Property as a Vacant Registrable Property - 9854 Loralinda Dr. - 3 of 4
Recommend ADOPTION of the Resolution.

Rationale:
The Code Enforcement Review Board (CERB) held a case and hearing on the below property to consider it as vacant. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare this property vacant and to resolve that it be registered and fees assessed against the property at the below address:

9854 Loralinda Dr., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0112-0188-00

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 23rd day of July 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-24

RESOLUTION DECLARING PROPERTY LOCATED AT 9854 LORALINDA DR., COLERAIN TOWNSHIP, OH 45251, PARCEL ID# 510-0112-0188-00, AS A VACANT REGISTRABLE PROPERTY AND CAUSING FOR THE ASSESSMENT OF FEES PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 117-21, on December 14, 2021, creating a registration of vacant property, requiring the registration and maintenance of vacant property by owners, and providing for penalties and enforcement, in the interests of public health, safety, and welfare to prevent properties from becoming abandoned, neglected, or left unsupervised and protecting neighborhoods from same; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 136-23, establishing a Code Enforcement Review Board ("CERB"), to make recommendations to the Colerain Township Board of Trustees and assist with the review, interpretation, and enforcement of the provisions, requirements, guidelines, fees, and penalties set forth in Resolution 117-21 related to vacant buildings as well as provide the owners/tenants of property due process with respect to such enforcement; and

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 9854 Loralinda Dr., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0112-0188-00.

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

1. The Board specifically finds and hereby determines the property located at 9854 Loralinda Dr., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0112-0188-00 to

be vacant for more than thirty (30) days and the owner of said property has not registered the property with the Township Registry, paid the licensing fee, and met the vacant building maintenance standards set forth in Colerain Township Resolution 117-21.

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars ($500.00) and a late fee of fifty dollars ($50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.

3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

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

6. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Ms. Ulrich _____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this 23rd day of July, 2024

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matt Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 23rd day of July, 2024.

_____
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 Property as a Vacant Registrable Property - 9871 Marino Dr. - 4 of 4
Recommend ADOPTION of the Resolution.

Rationale:
The Code Enforcement Review Board (CERB) held a case and hearing on the below property to consider it as vacant. Based on review, the CERB passed a motion to recommend that the Board of Trustees declare this property vacant and to resolve that it be registered and fees assessed against the property at the below address:

9871 Marino Dr., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0041-0035-00

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 23rd day of July 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

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

RESOLUTION NO.: _____-24
RESOLUTION DECLARING PROPERTY LOCATED AT 9871 MARINO DR., COLERAIN TOWNSHIP, OH 45251, PARCEL ID# 510-0041-0035-00, AS A VACANT REGISTRABLE PROPERTY AND CAUSING FOR THE ASSESSMENT OF FEES PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 117-21

WHEREAS, pursuant to Ohio Revised Code § 505.04, the Colerain Township has the power to exercise all powers of local self-government within the unincorporated area of the township, other than powers that are in conflict with general laws and subject to certain enumerated exceptions; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 117-21, on December 14, 2021, creating a registration of vacant property, requiring the registration and maintenance of vacant property by owners, and providing for penalties and enforcement, in the interests of public health, safety, and welfare to prevent properties from becoming abandoned, neglected, or left unsupervised and protecting neighborhoods from same; and

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 136-23, establishing a Code Enforcement Review Board ("CERB"), to make recommendations to the Colerain Township Board of Trustees and assist with the review, interpretation, and enforcement of the provisions, requirements, guidelines, fees, and penalties set forth in Resolution 117-21 related to vacant buildings as well as provide the owners/tenants of property due process with respect to such enforcement; and

WHEREAS, the Board of Trustees has knowledge of, and the CERB has made a recommendation regarding, a vacant registrable property located at 9871 Marino Dr., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0041-0035-00.

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

1. The Board specifically finds and hereby determines the property located at 9871 Marino Dr., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0041-0035-00 to

be vacant for more than thirty (30) days and the owner of said property has not registered the property with the Township Registry, paid the licensing fee, and met the vacant building maintenance standards set forth in Colerain Township Resolution 117-21.

2. That this Board hereby orders the property to be assessed a registration fee of five hundred dollars ($500.00) and a late fee of fifty dollars ($50.00) for each thirty-day period the above-referenced property is not registered beginning from the date that this Resolution is adopted.

3. That this Board may utilize any lawful means to ensure compliance with and for the cost of the outstanding obligation and any additional cost incurred to bring the property in compliance as determined by Colerain Township Resolution 117-21.

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

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

6. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Ms. Ulrich _____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this 23rd day of July, 2024

BOARD OF TRUSTEES:

_____
Cathy Ulrich, Trustee

_____
Dan Unger, Trustee

_____
Matt Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 23rd day of July, 2024.

_____
Jeff Baker
Colerain Township Fiscal Officer

DEVELOPMENT

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

Motion to Receive Zoning Commission's Recommendation and to Set Public Hearing for Major Amendment to FDP for 8640 Colerain Avenue

Recommend ADOPTION of the Motion.

Rationale:

The Zoning Commission held a Public Hearing and recommended approval of a Major Amendment to the Final Development Plan for 8640 Colerain Avenue. Major Amendments to FDPs also require a Public Hearing and Approval by the Board of Trustees. This motion receives the Zoning Commission's recommendation and sets a Public Hearing for August 13, 2024.

COLERAIN
TOWNSHIP ~ OHIO

Receipt of Zoning Commission's Recommendation:	Board of Trustees
Case #:	Zoning Commission CZC-24-6
Request:	Major Amendment to Final Development Plan
Meeting Date:	July 23, 2024
Prepared by:	David Miller, Development Director

Request:

That the Colerain Township Board of Trustees accepts the following as their receipt of the Colerain Township Zoning Commission's recommendation of APPROVAL for the proposed Major Amendment to a Final Development Plan at 8640 Colerain Avenue which was presented at a public hearing to the Colerain Township Zoning Commission on July 16, 2024 as case CZC-24-6.

Furthermore, it is requested that the Colerain Township Board of Trustees schedule a public hearing on the matter for August 13, 2024.

Respectfully submitted for the Colerain Township Board of Trustees' consideration,

David L Miller

David L. Miller
Development Director

ADMINISTRATION

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

Motion to Approve an Engagement Letter - Auditor of State - 2024 Audit

Recommend ADOPTION of the Motion.

Rationale:

During the third quarter of 2024, the Auditor of State will audit the Township's financial activity and related items for 2023. The audit is estimated to cost the Township $16,728.

OHIO AUDITOR OF STATE
KEITH FABER

65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

July 1, 2024

Jeff Baker, Fiscal Officer
Colerain Township
Hamilton County
4200 Springdale Road
Colerain Township, Ohio 45251

This engagement letter between Colerain Township, Hamilton County, Ohio (the Township), and the Auditor of State describes the objective and scope of the services we will provide, the Township's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the Township's audit requirements.

SUMMARY OF SERVICES

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

We will audit the Township's financial statements as of and for the year ended December 31, 2023, to express our opinion concerning whether the financial statements and related disclosures present fairly, in all material respects, the Township's cash receipts, disbursements and balances in accordance with the Township's reporting framework.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements for each opinion unit and related disclosures are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the financial audit standards in the Comptroller General of the United States' Government Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We will also opine on whether the Schedule of Expenditures of Federal Awards is fairly presented, in all material respects, in relation to the financial statements taken as a whole.

We expect to deliver our report on or about September 15, 2024.

Engagement Team

The engagement will be led by:

* Cristal Jones, CPA, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;

* Betsy Amend, CPA, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and

* Eric Patchell, Audit Manager, who will be responsible for on-site administration of our services to you.

OUR AUDITOR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and the Comptroller General of the United States' standards for financial audits in *Government Auditing Standards,* the Single Audit Act Amendments of 1996, *and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).* As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

4. Test the Township's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

5. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Township's ability to continue as a going concern for a reasonable period of time.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement, whether due to fraud or error, may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud noted above, a properly designed and executed audit may not detect a material fraud.

Additional Auditor Responsibilities and Reporting under Uniform Guidance
For grant funding subject to the Uniform Guidance, as the Guidance requires, we will determine the major federal award program(s) and test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on compliance based on the audit. While reasonable assurance is a high level of assurance, it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance

will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, the auditor's responsibilities are to:

- exercise professional judgment and maintain professional skepticism throughout the audit;
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Township's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances; and
- obtain an understanding of the Township's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and /or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Additional Auditor Communication
As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

1. Misstatements for correction, whether corrected or uncorrected;
    a. We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit.

2. Instances where we believe fraud may exist to you. These would include instances where we:
    a. Have persuasive evidence that fraud occurred.
    b. Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

3. Noncompliance that comes to our attention. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts.

4. Significant risks identified during the audit.

5. Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion.

6. Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters.

7. Significant, unusual transactions (if any).

8. Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards.

9. Significant difficulties we encountered during the audit, including significant delays by management, the unavailability of Township personnel, or an unwillingness by management to provide information necessary to perform our procedures.

10. Matters that are difficult or contentious for which we consulted outside the engagement team and that are, in our professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.

We will also communicate pertinent information, as necessary in our professional judgment, to those that have ongoing oversight responsibilities for the audited entity, including contracting parties or legislative committees, if any.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

YOUR MANAGEMENT RESPONSIBILITIES AND IDENTIFICATION OF THE APPLICABLE REPORTING FRAMEWORK

We will audit assuming management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures, and selecting and applying accounting principles in accordance with the Township's reporting framework. This includes compliance with Ohio Admin. Code 117-2-01 which requires designing, implementing, and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.

2. Providing us with:
    a. draft financial statements, including all information relevant to their preparation and fair presentation, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures) and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline;
    b. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including an expectation that management will provide access to information relevant to disclosures;
    c. written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;

d. additional information that we may request from management for the audit;
e. unrestricted access to persons within the Township from whom we determine it necessary to obtain audit evidence;
f. the initial selection of and changes in significant accounting policies and their application; and
g. the process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates.

3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.

4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.

   a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.

   b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the Township of the supplementary information and the auditor's report thereon.

5. Preparing other information, including but not limited to, annual reports as defined by AU-C 720, *Other Information in Documents Containing Audited Financial Statements*. Annual reports, including the final version of the Township's annual report, will be made available for our review prior to the date of the auditor's report.

6. Reporting fraud and noncompliance of which you are aware to us.

7. Reviewing drafts of the audited financial statements, disclosures, any supplemental information, auditor's reports, and any findings; and informing us of any edits you believe may be necessary.

8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations
Management and those charged with governance are responsible for:

1. Being knowledgeable of, implementing systems designed to achieve compliance with, and complying with, laws, regulations, contracts, and grants applicable to the Township.

2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits' reports from regulators or other studies related to the Township (if any), and the corrective actions taken to address these audits' significant findings and recommendations.

3. Tracking the status of prior audit findings.

4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts, or grant agreements, or abuse we may report.

5. Providing your views and planned corrective action on audit findings we may report.

Internal Control
Management and those charged with governance are responsible for designing, implementing, and maintaining internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Service Organizations:
Service organizations are other governmental entities, organizations or companies that provide services to you, as the user Township, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your Township's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your Township uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial* discusses the aforementioned report. (In some circumstances, we can accept a suitably designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your Township uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:
- Hamilton County, which assesses, collects, and distributes the Township's property taxes.
- Medicount Management, which processes your Township's EMS billings.
- Anthem, which processes self-insurance claims for the Township

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1 (or AUP) report are:

- Medicount Management, which processes your Township's EMS billings.
- Anthem. which processes self-insurance claims for the Township

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your Township's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your Township's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also, for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately September 1, 2024 to meet your reporting deadline of September 30, 2024.

Because the Auditor of State performs the attestation engagement for Hamilton County, you need not contact us regarding your deadline. However, you should read our most recent audit report as part of your monitoring activities.

Uniform Guidance and Related Reporting
You are responsible for identifying all federal awards received and understanding the compliance requirements, federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying disclosures.

For grant funding subject to the Uniform Guidance, you are required to design, implement, and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal laws, statutes, regulations, rules, and provisions of contracts or grant agreements of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships) when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your Township's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in a text searchable PDF format for your Township's single audit submission of the reporting package to the Federal Audit Clearinghouse.

REPRESENTATIONS FROM MANAGEMENT

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- management's responsibility for preparing the financial statements and relevant disclosures in conformity with the Township's accounting basis, and the Schedule of Expenditures of Federal Awards in conformity with the Uniform Guidance;
- the availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- management's responsibility for the Township 's compliance with laws and regulations;
- the identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts; and
- the absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- the inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- the proper classification of funds and fund balances;
- the proper approval of reserves of fund equity;
- compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- the identification of all federal assistance programs, and compliance with grant requirements; and
- events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect

during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units (*Financial statements* include the related disclosures and required and other supplemental information).

TERMS AND CONDITIONS SUPPORTING FEE

As a result of our planning process, the Township and the Auditor of State have agreed to an approach designed to meet the Township 's objectives for an agreed-upon fee, subject to the following conditions.

Our Auditor Responsibilities
In providing our services, we will consult with the Township regarding matters of accounting, financial reporting, or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the Township will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter.*

Your Management Responsibilities
The Township will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the Township is unable to provide these schedules, information and assistance, the Auditor of State and the Township will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter.*

Confidential Information
You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc,. should be redacted of any personal information. Personal information includes social security numbers, dates of birth, drivers' license numbers or financial institution account numbers associated with an individual. The Township should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the Township must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the Township and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the Township in terms of resources, recordkeeping or other issues, the Township and the AOS may collaborate on alternative methods of providing the Township's data to the AOS without compromising the personal information of individuals served by the Township. The AOS is willing to work with the Township and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the Township review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee
Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed $16,728.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include

federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at www.ohioauditor.gov.

eServices Portal and Billing
The Auditor of State's billing statements are available through the office's eServices portal located at https://eservices.ohioauditor.gov. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including entity contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. The Township will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.

Delinquent Accounts
A failure to pay the Auditor of State in full within forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Revised Code 131.02(A). Alternatively, Ohio Revised Code 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Audit clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures and basic audits.

REPORTING

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

ACCESS TO OUR REPORTS AND WORKING PAPERS

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication,* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

> This report only describes the scope of our internal control and compliance testing and our testing results and does not opine on the effectiveness of the Township's internal control or on compliance.

This report is an integral part of an audit performed under *Government Auditing Standards* in considering the Township's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code § 117.26, an audit report becomes a public record under Ohio Rev. Code § 149.43 when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public, including federal agencies and the U.S. Government Accountability Office, upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state, or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

PEER REVIEW REPORT

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at https://ohioauditor.gov/publications/docs/Peer_Opinion.pdf. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, *or fail*. The Auditor of State received a peer review rating of pass.

ACKNOWLEDGEMENT AND AGREEMENT

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Senior Audit Manager Betsy Amend, CPA, at 513-361-8562.

Sincerely,

KEITH FABER
Auditor of State

Cristal R. Jones

Cristal R. Jones, CPA
Chief Auditor, Southwest Region

Attachment

cc:

Board of Trustees
Township Administrator
Assistant Administrator/Finance Director

_____ _____

ACKNOWLEDGED AND AGREED TO BY DATE

_____

TITLE

2 CFR Part 200 REPORTING PACKAGE

2 CFR Part 200 Reference	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
. 508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings	✓	
.512(a), (b)	Data Collection Form	✓	✓
.511(c)	Corrective Action Plan	✓	

SAMPLE
AMENDMENT #___ TO ENGAGEMENT LETTER

Amendment Date

Chief Financial Officer OR Chief Executive Officer

Entity Name
County Name
Street Address
City, Ohio Zip Code

Dear Letter Addressee:

The engagement letter dated Engagement Letter Date between the Auditor of State and the Entity Type is hereby amended to reflect the following:

Description of / Causes for Amendment	Estimated Fee Effect
1	
2	
3	
4	
Total this amendment	$0.00
Previous fee estimate	
Revised fee estimate	$0.00

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call Name of SAM at Office Phone Number.

Sincerely,

KEITH FABER
Auditor of State

Name of CA/ACA
Assistant Chief Auditor, Region Name Region

cc: Engagement Letter cc's

ACKNOWLEDGED AND AGREED TO BY _____ DATE _____

TITLE _____

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing the Township Administrator to Execute a Contract with Waycross Community Media for Video Production and Distribution Services

Recommend ADOPTION of the Motion.

Rationale:

In the past, the Board has used the services of Waycross Community Media to produce and cablecast/webcast township public meetings. Waycross has submitted a proposal to extend the term of these services at a cost of $60,000 per year. The term of the contract is three years beginning in March of 2025 and ending in February 2028.

Memorandum of Understanding

This memorandum of understanding between the Community Programming Board Regional Council of Governments (CPB) and Colerain Township describes the services to be provided by Waycross Community Media (Waycross) to Colerain Township for the period March 1, 2025 to February 28, 2028.

During the term of this agreement, Waycross will:

-Produce and cablecast/webcast each Trustee meeting –

- Waycross staff will produce and cablecast/webcast each regular Trustee meeting LIVE on Spectrum Channel 8 and Cincinnati Bell Fioptics Channel 853 using a multiple camera setup, then re-play them on Spectrum Channel 8* and Cincinnati Bell Fioptics/Altafiber Cable channel 853* three times per week during different dayparts until the next meeting.
- Coverage is gavel to gavel, no editing. An identification graphic with the date of the meeting and township web address will appear on the program at all times.
- Meetings will be webcast LIVE and posted online at www.waycross.tv/colerain.html within 24 hours. This is the direct link to our Colerain Township Video on Demand page for posting on the Township's website.

Produce and cablecast/webcast Zoning meetings, Public Hearings, and Code Enforcement Review Board meetings

- Waycross staff will record each Zoning Commission meeting, Board of Zoning Appeals meeting, and Code Enforcement Review Board meeting, as well as Public Hearings, then re-play them on Spectrum Channel 8* and Cincinnati Bell Fioptics/Altafiber Cable channel 853* three times per week during different dayparts until the next meeting.
- Coverage is gavel to gavel, no editing. An identification graphic with the date of the meeting and township web address will appear on the program at all times.
- If the board adjourns to executive session, with no action planned on being taken, it will be considered a formal adjournment for the purpose of Waycross' coverage.
- Meetings will be posted online at www.waycross.tv/colerain.html within 24 hours.

Produce and cablecast/webcast special events as requested by the township.

We will also proactively schedule coverage of important Township events.

Produce and cablecast/webcast a regular program, as well as short form video content for use in social media, as requested by the township.

This program can take the form best suited for your needs – audio/video podcast, talk show in the studio, a program produced in the field highlighting different Township department activities, or a combination.

Produce Additional Video Communications for the Township

Including:

a) 90 second video summary following each trustee meeting

b) 90 second video to be posted prior to each trustee meeting to highlight upcoming agenda items as requested
c) Video production support for Communications staff as requested

Produce and cablecast/webcast programming featuring the State Representatives and Senators serving the Township, as well as federal congressional representatives.

The opportunity for these programs is offered to the elected officials. Production is dependent on their schedules/availability.

Produce and cablecast/webcast Election Forums

Waycross will produce election forums for the local races and issues in Colerain Township. These are question-and-answer style forums, with all candidates invited. Each candidate is given the opportunity to answer every question. These are shown LIVE, with some questions taken by email. For issues, proponents and registered opponents are invited to discuss the levy or issue at hand. (While the opportunity for these programs is offered to the elected officials and issue representatives, production is dependent on their availability/desire to participate.)

Distribute Colerain Township Government Programming

•Waycross will provide an online Video on Demand page dedicated to Colerain Township government programming, www.waycross.tv/colerain.html, and provide the link/embed code so township videos can be viewed directly on the township's website.

•Waycross will cablecast Colerain Township Government programming on Spectrum Cable Channel 8* and Cincinnati Bell Fioptics/Altafiber Cable channel 853*, a shared cable channel dedicated to government programming in our communities.

Display Community Messages

Between programming on each cable channel, we will provide a community message board for text-based notices and information.

Provide DVD Copies of Programs

Waycross will provide a DVD or digital copy of each Trustee, Zoning, BZA, and CERB meeting, as well as each township event, as requested by the township administration.

Cable Channels*

In addition to the Government Channels listed above, Waycross will manage and program the following shared channels in the township:

>Education Channel – Time Warner Channel 4*, Altafiber Channel 854*

>Community Channel - Time Warner Channel 979*, Altafiber Channel 850*

NOTE: The cost of services provided to Township educational institutions and Public Access users will be subject to user fees.

Programming

For the purposes of ORC 1332.30(A)(1)(a) and (B)(2), "non-repeat and locally produced" shall mean the first run (twelve playbacks) of programming produced or provided by any local resident, the CPBRCOG or its affiliates, local governments,

schools, or any local public or private agency that provides services to residents of the greater Cincinnati metro area, or any transmission of a meeting or proceeding of any local, state, or federal governmental entity.

**Channel numbers are determined by the cable companies and are subject to change.*

Term:

This agreement shall cover the period March 1, 2025 to February 28, 2028.

Services Cost:

The fee is $60,000 per year, payable in quarterly installments due on March 30, June 30, September 30, December 31 of each year.

Dana Gagnon, Executive Director Waycross Community Media dana@waycross.org , 513-825-2429	Jeff Weckbach, Township Administrator Colerain Township
Date: _____	_____

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution Approving Participation in the Kroger Opioid Settlement

Recommend ADOPTION of the Resolution.

Rationale:

Over the past several years, there have been several class action lawsuits against various opioid manufacturers and distributors. The attached resolution would allow Colerain to participate in a new suit. The opioid epidemic created a large strain on governmental resources, including direct costs to our police and fire departments. Participation forms related to this suit are due to be completed by August 12, 2024.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the **23rd** day of July, 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

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

RESOLUTION NO.: _____-22

AN EMERGENCY RESOLUTION PROVIDING AUTHORITY TO THE LAW DIRECTOR TO EXECUTE THE SUBDIVISION AND SPECIAL DISTRICT SETTLEMENT PARTICIPATION FORMS FOR THE KROGER SETTLEMENT PARTICIPATION AGREEMENT AND PLACING ANY RECEIVED FUNDS IN THE TOWNSHIP'S ONEOHIO FUND

AN EMERGENCY RESOLUTION AUTHORIZING the Law Director to execute the KROGER SETTLEMENT PARTICIPATION FORM attached as Exhibit "A" which is consistent with the material terms of the OneOhio Memorandum of Understanding approved under Township Resolution #54-21.

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the Colerain Township Board of Trustees passed Resolution #54-21 accepting the terms of the OneOhio Subdivision settlement pursuant to the OneOhio Memorandum of Understanding ("MOU") consistent with the terms of the July 21, 2021 National Opioid Agreement; and

WHEREAS, since the Summer of 2021, nine Defendant families in the National Opioid Litigation have entered into National Opioid Settlements with the first being J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen in July 2021; and

WHEREAS, more recently, between November and December of 2022, five additional Defendant families have entered into the National Opioids Settlements in which the State of Ohio is participating; and

WHEREAS, most recently, in March of 2024, The Kroger Company (and a number of released entities for The Kroger Company) have entered into National Opioids Settlements in which the State of Ohio is participating; and

WHEREAS, before the Colerain Township, Hamilton County, Ohio, receives its portion from the state and/or county, the Auditor of State ("AOS") recommends that each participating subdivision accepting the Funds provide by a written ordinance or resolution that its share of the OneOhio Funds shall be placed in a separate fund and used only for the approved purposes as set forth and required in the OneOhio MOU; and

WHEREAS, a special fund has previously been created by the Township under Ohio Rev. Code §5705.09(F); and

WHEREAS, the Ohio Attorney General has recommended the political subdivisions of the State of Ohio accept the Settlement; and

WHEREAS, the Law Director, Assistant Law Director, and the Township Administrator recommend that Board of Trustees vote to accept and execute the KROGER SETTLEMENT PARTICIPATION FORM attached as Exhibit "A".

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

Section 1: That the Board hereby accepts the KROGER SETTLEMENT PARTICIPATION FORM attached as Exhibit "A" on behalf of Colerain Township, Hamilton County, Ohio, both of which are consistent with the materials terms of the OneOhio MOU approved via Township Resolution #54-21 and authorizes the Law Director or Assistant Law Director to execute the KROGER SETTLEMENT PARTICIPATION FORM attached as Exhibit "A". The Township Administrator, Law Director, and/or Assistant Law Director are hereby authorized to take all steps necessary to resolve these matters in accordance with the terms of the attached Settlement Participation Agreements.

Section 2: That any funds received from the above-referenced Ohio Opioid Settlements shall be deposited into the special OneOhio Fund previously created by the Township.

Section 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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

Section 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.

Section 5: This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of Colerain Township. The reason for the emergency is to ensure prompt collection of funds to assist in abating the opioid epidemic throughout Ohio and the impending August 12, 2024 deadline to provide notice of participation in aforementioned settlement.

Section 6: This Resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this **23rd** day of July, 2024.

BOARD OF TRUSTEES:

_____
Dan Unger, Trustee

_____
Cathy Ulrich, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

_____

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 **23rd day of July, 2024**.

_____

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

Subdivision Participation and Release Form

Governmental Entity: COLERAIN TOWNSHIP	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

COLERAIN TOWNSHIP, OH
Reference Number: CL-795279

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Ohio is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating. Whether an Ohio subdivision receives a direct payment will be determined in accordance with the One Ohio Memorandum of Understanding.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Ohio's designated opioid settlement contact, Jonathan Blanton, at Jonathan.Blanton@OhioAGO.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: COLERAIN TOWNSHIP	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

OLD BUSINESS

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

Discussion and Potential Action - 2864 Houston

Staff seeks direction on this issue.

Rationale:

This project was set to be completed on March 10th, per the original agreement and the extension previously granted by the Trustees. At the March 26th, 2024 meeting the Board of Trustees requested this item be moved to the April 23rd & June 11th meetings for an update and continued conversation. The Board set July 23 as a final update meeting.

CONSENT ITEMS

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Contract - Spring Grove Cemetery - Indigent Burial/Santiago - $995 - NO EXP

Recommend approval of all consent items.

Rationale:

The attached contract with Spring Grove is for the burial of an indigent Township resident. It will cost $995.

SPRING GROVE CEMETERY AND ARBORETUM

Cremation No. _____
Cremation Date: _____
(Crematory Use Only)

AUTHORIZATION FOR CREMATION AND DISPOSITION

Spring Grove Cemetery and Arboretum (Collectively referred to as "Crematory") and the State of Ohio require that this Authorization Form be completed and signed prior to the cremation. **CREMATION IS AN IRREVERSIBLE AND FINAL PROCESS.** It is important that you understand the cremation process that is described in Section 4.B. of this Authorization Form prior to signing it. We want you to fully understand the information provided in this Authorization Form, so we will be pleased to answer any questions about the cremation process or other questions that you may have.

THE AUTHORIZATION IS NOT A CONTRACT FOR CREMATION SERVICES. A SEPARATE CONTRACT OR CONTRACTS WILL BE REQUIRED TO PURCHASE THE SERVICES OF THE FUNERAL HOME AND/OR CREMATORY.

1. DECEDENT'S INFORMATION

A. IDENTIFICATION (ORC 4717.26 requires that the operator of a crematory facility shall establish and maintain a system accurately identifying each dead human body in the facility's possession, and for identifying each decedent throughout all phases of the cremation process.)

Name of Decedent: Rosendo Santiago

Date of Death: 06/19/2024 Time of Death: 12:08 pm Place of Death: Colerain Township

Sex: M ☑ F ☐ Age: 54 DOB: 08/30/1969 SS: [redacted]

_____ (Initials) The Authorizing Agent has viewed the remains and positively identified them as that of the Decedent;

OR

_____ (Initials) The Personal Representative (i.e. family friend) NAME: _____ of the Authorizing Agent has viewed the Decedent and positively identified them as that of the Decedent;

OR

_____ (Initials) The Authorizing Agent has authorized the Funeral Home to photograph the Decedent and the Authorizing Agent has positively identified the photo and signed the photograph or an on-line verification form as that of the Decedent;

OR

(Initials) The Authorizing Agent has DECLINED or is UNABLE to view the Decedent BUT has positively identified them as that of the Decedent through other methods, *see attached **Identification Form***.

B. ARTIFICIAL DEVICES

Mechanical devices, artificial implants, pacemakers, and certain nuclear medicine residues may create a hazardous condition when placed in a cremation chamber and subjected to high heat. Funeral Home reserves the right to remove any device that may pose a danger to the crematory. Please list any Artificial Devices implanted in or attached to Decedent or identify if the Decedent was treated with any Radioactive Materials.

Description of Devices: UNKNOWN

_____ (Initials) The Decedent does not have attached, in, or on them any of the Devices described in Section 1.B. on the reverse side;

OR

(Initials) As Authorizing Agent, I/we instruct the Funeral Home to remove each Device listed above and may charge for its services in making or arranging for such removal. Unless indicated directly below, Crematory is to dispose of all such Devices in any manner it sees fit including recycling, and at any time, however Funeral Home and Crematory shall not sell any devices or foreign material from Cremation

C. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses, and shoes, will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion, unless specific instructions for delivery are given. If no specific instructions are given, I/we release the Funeral Home from liability for these items.

(Initials) As Authorizing Agent, I/we understand that all instructions regarding the delivery or destruction of the Decedent's personal effects are contained in a separate form, *see attached **Personal Effects Form***.

D. RECYCLING

After the cremated remains are removed from the cremation chamber, all non-combustible metal materials (insofar as possible) will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory shall dispose of and/or recycle any non-combustible metallic items including but not limited to hinges, latches, nails, screws, staples, plates, metal prosthesis, implants, or any other non-organic materials. The Crematory will not receive direct compensation for the recycled items, but donates the compensation to a charity of its choice.

(Initials) As Authorizing Agent, I/we have read and understand the Recycling terms and provisions and hereby authorize the disposition of any and all non-organic materials.

2. CREMATION CONTAINER AND URN

A. CREMATION CONTAINER

Ohio Law requires the remains of Decedent to be in a suitable container for cremation. The Crematory requires a combustible cremation container. If the Crematory accepts a non-combustible container, then the Crematory is authorized to dispose of the container in any way it sees fit.

Type of Container Selected: Cardboard Cremation Container (Other)

B. URN

A formal or decorative urn to hold the cremated remains may be purchased but is not required. If an urn is not purchased, the cremated remains must be delivered in a rigid container. If multiple urns / keepsakes are selected please identify in Section 5 all individuals who will be able to receive them.

☑ Urn selected by Authorizing Agent. Description of urn: Temporary Plastic Container(For Cremated Remains)

☐ Keepsakes Or any item to hold cremated remains (By selecting this option you authorize the division of the cremated remains).

Description: _____

Total No: Urns/Keepsakes: 1

3. MULTIPLE CREMATIONS, WITNESS, SERVICE, AND TIME

A. WITNESSES

The Crematory allows witnessing of the Initial cremation process. As authorizing agent I allow:

_____ (Initials) Yes witnesses (*see attached **Witness Acknowledgement Form***);

OR

_____ (Initials) No witnesses

B. SERVICES PRIOR TO CREMATION

PRIOR TO THE CREMATION of the Decedent, a visitation and/or funeral ceremony with the body present was arranged as set forth below:

Date(s): _____ Time(s): _____ Place of Ceremonies: _____

C. TIME OF CREMATION

The cremation of the Decedent cannot take place until all legal requirements including a waiting period have been fulfilled. If the Decedent is not embalmed and if the cremation is not to occur immediately upon delivery of the remains to the Crematory, the Crematory will place the Decedent in a refrigerated facility for which there may be a daily charge.

Decedent: ☐ embalmed. ☑ not to be embalmed.

Please initial one of the following:

_____ (Initials) The Crematory may perform the cremation of the Decedent at a time and date as its work schedule permits and without any further notification to the Authorizing Agent.

OR

_____ (Initials) The Funeral Home and Crematory will schedule the cremation and contact the Authorizing Agent(s) with the date and time:

Date: _____ Day: Time: _____

D. MULTIPLE CREMATIONS

_____ (Initials) As Authorizing Agent, I/we authorize the simultaneous cremation of the remains of the Decedent with the decedent named below. I/we certify that this multiple cremation meets the legal requirements set forth on the reverse side.

Name of Other Decedent: _____

4. AUTHORIZATION & CREMATION PROCESS

A. AGENT

As Authorizing Agent, I/We represent that I/We have the right to authorize the cremation of the Decedent and warrant:

_____ (Initials) As Authorizing Agent, I/we have filled in Section 4.A. I/We understand that any living person who meets the qualifications of any level above or equal to the one I/we filled in would have a **superior or equal** right to act as the Authorizing Agent I/We do not have actual knowledge of the existence of any living person who has a **superior or equal** right to act as the Authorizing Agent;

OR

_____ (Initials) As Authorizing Agent, I/we have filled in Section 4.A. I/We are aware of a living person or persons who have a **superior** priority right to act as Authorizing Agent. I/We have made reasonable efforts to contact such person(s) and have been unable to do so. I/We have no reason to believe that the person(s) with the **superior** priority right would object to the cremation of the Decedent.

Name of Authorizing Agent	Address	Telephone	Relationship*
Colerain Township	4200 Springdale Road, Cincinnati, OH 45251	(513) 385-7500	Public Officer

*Choose from selection in 4.A on reverse side.

B. CREMATION PROCESS

_____ (Initials) **As Authorizing Agent, I/we have read and understand the description of the cremation process contained in Section 4.B. on the reverse side and authorize the cremation, processing and pulverization of the remains of the Decedent. I/we further authorize the Funeral Home to deliver the Decedent to the Crematory for the purpose of the cremation.**

5. FINAL DISPOSITION

The Crematory shall return the cremated remains of the Decedent to the Funeral Home, and then:

_____ (Initials) The cremated remains will be held by Funeral Home for pick-up, and Location is authorized to release the cremated remains to any of the individuals named below and identified below;

Name (Designee): _____ Relationship: _____

Address: _____

Name (Designee): _____ Relationship: _____

Address: _____

Name (Designee): _____ Relationship: _____

Address: _____

_____ (Initials) Funeral Home will deliver or mail (Priority Mail Express) the cremated remains to the name and address listed below:

Name (Designee): _____ Relationship: _____

Address: _____

_____ (Initials) Placement of Cremated Remains at Cemetery (Name): Spring Grove Cemetery Non Recoverable Ossuary

_____ (Initials) Other Method Disposition (Describe): _____

_____

6. CERTIFICATION AND INDEMNIFICATION

I/We have the right and hereby authorize the cremation of the Decedent and the disposition of the cremated remains pursuant to the regulations of the Crematory and the instructions on this form. I/We agree to release and indemnify the Funeral Home and Crematory, their officers, directors, agents and employees, from any claim, liability, cost or expense resulting from its reliance on or performance consistent with the directions, declarations, representations, authorizations and agreements herein. I/We release the Funeral Home and Crematory from liability for the cremated remains upon delivery to a reputable common carrier. I/We agree that the Funeral Home's or Crematory's liability for future negligent acts (of itself or its agents or employees) is limited to a refund of the cremation fees paid by me/us. I/We warrant that all representations and statements contained in this form are true and correct. These statements are being relied upon by the Funeral Home and Crematory. I/We have read and understood all pages of this document.

To the extent permitted by Law.

RW 7/3/24

This authorization for cremation and disposition was executed at Cincinnati, OH this 3 day of July 2024.

Signature of Authorizing Agent: _____ Name: Colerain Township

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

WITNESS: *If a Funeral Director witnesses the execution of this Authorization by the Authorizing Agent, the Funeral Director verifies, based on the representations of the Authorizing Agent(s) listed in Section 4, that the Decedent being transferred to the custody of the Crematory are those of the Decedent identified in Section 1, and represents that a Burial Permit, Burial Transit Permit or Cremation Permit authorizing the cremation of the Decedent will be delivered to Crematory.

Witness*: Name: Samantha Bonham Signature of Witness: _____

7. FUNERAL HOME AND CREMATORY

The Authorizing Agent authorizes the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Authorizing Agent contained in this Authorization.

Name of Funeral Home: Spring Grove Cremation Society

Address: 9100 Plainfield Rd, Cincinnati, OH 45236

Crematory: Spring Grove Cemetery & Arboretum
Address: 4521 Spring Grove Avenue, Cincinnati, Ohio 45232

8. CERTIFICATE BY FUNERAL HOME UPON TRANSFER OF DECEDENT'S REMAINS TO CREMATORY

The Funeral Home certifies that the remains being transferred to the custody of the Crematory are those of the Decedent identified in Section 1 hereof and that the Funeral Home, based upon the representations of the Authorizing Agent in Section 4 hereof, has taken reasonable precautions to ensure the removal of any Device listed in Section 1.B. from the Decedent or to render such Device non-hazardous. The Funeral Home also certifies that any items listed in Section 1.C. hereof have been removed from the remains of the Decedent for the purpose of delivery to the Authorizing Agent.

FUNERAL HOME: Spring Grove Cremation Society

Date: _____ By: _____ (Licensed Funeral Director)

Lakshmi Kode Sammarco, M.D.

Hamilton County Coroner
4477 Carver Woods Drive
Blue Ash, OH 45242

HAMILTON COUNTY CORONER'S OFFICE BODY RELEASE FORM

THIS FORM MUST BE COMPLETED PRIOR TO THE RELEASE OF ANY BODY FROM THE MORGUE

STATEMENT OF POLICY

Ohio law places a duty upon the Hamilton County Coroner's office to determine the cause and manner of death of persons who have died suddenly while in apparent good health, and those who have died as a result of criminal or violent means, casualty, suicide, and in a suspicious or unusual manner. In most cases, the cause and manner of death is determined by performing an autopsy. An autopsy is a scientific inquiry by a medical professional that involves an external examination of the body and a surgical dissection so that internal tissues and organ can be removed, examined, and subjected to scientific testing. In most cases, remains of organs are returned prior to the release of the body for burial. Bodily fluids and tissue samples kept for microscopic examination and/or testing are not returned. On rare occasions, good medical practice requires that one or more whole organs (usually the brain and/or the heart) be retained for an extended period of time to complete examination and testing. Because these tests can take several weeks to complete, the body is often released for the purpose of burial or cremation prior to the return of organs.

Remains of organs that have been retained in observance of good medical practice for the purpose of examination or testing, or as required by law, may be retrieved by the next-of-kin, his or her authorized agent, or other person permitted by law to deal with remains of the deceased, by delivering written notice of their intention to retrieve the organs to the Office of the Hamilton County Coroner within SEVEN DAYS of claiming the body from the morgue. When the organs are available to be retrieved, the Coroner's office will notify the person identified in the written notice and the person or agency that originally claimed the body of the deceased. In the event that no written notice is received by the Coroner as described herein, such retained organs may be cremated and dealt with according to law without further notice.

DECEASED: Rosendo Santiago DATE OF DEATH: 6/19/2024

The undersigned hereby requests that the Hamilton County Coroner release the body and/or personal effects of the above named deceased to: Spring Grove cremation society (funeral home or other agency). The undersigned represents that he/she is the next-of-kin of the deceased or other person authorized by law to receive the remains and has full authority to give permission for the release of the body. The undersigned further represents that he/she has read and understands the above statement of policy regarding the autopsy process; the notification procedures required to request the return of organs removed and retained during the autopsy process, and the time limits associated therewith.

7/3/24
SIGNATURE and DATE

Local Government official
NAME and RELATIONSHIP TO THE DECEASED

Funeral Director
WITNESS-- SIGNATURE AND AFFILIATION

David Miller
WITNESS-- SIGNATURE AND AFFILIATION

Email: body_release@hamilton-co.org
Morgue Fax: 513-946-8777
Morgue Line: 513-946-8740
Main Line: 513-946-8700

CONFIRMATION OF IDENTIFICATION WITHOUT A VIEWING

PART 1 - *to be completed by a funeral home representative whenever there is no visual ID*

Name of the Decedent: Rosendo Santiago

Reason visual identification not performed: Colerain Township Custodial Care Case.

Method used to confirm identification: Hamilton County Coroners Office.

Name of person providing information: Hamilton County Coroners Office.

Funeral Home Rep confirming ID: _____

PART 2- *to be completed by the next of kin/ authorized person making arrangements*

I/we Colerain Township having declined to perform a visual identification of Decedent, and hereby agree to indemnify and hold Spring Grove Funeral Homes Funeral Home and its officers, shareholders, affiliates, agents, employees, successors and assigns harmless from any and all claims, liabilities, damages, losses, suits or causes of action (including attorneys fees and expenses of litigation) brought by any person, firm or corporation or the personal representative thereof, relating to or arising out of such a failure to identify.

NAME	SIGNATURE	RELATIONSHIP	DATE
Colerain Township		Public Officer	7/3/24

SPRING GROVE
Cemeteries · Funeral Homes · Cremation
www.springgrove.org

Spring Grove Cremation Society

INVENTORY and DISPOSITION of PERSONAL EFFECTS

Deceased: Rosendo Santiago **Date Received:** 7/3/2024

Qty.	Item/Description	Funeral Home Dispose	Bury or Cremate with Deceased	Place with Cremated Remains	Return to Family
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

Delivered By: On Transfer-HCCO **Received By:**

Authorization for Disposition

The above listed personal belongings were received and shall be disposed of as indicated above; the disposition is authorized by:

Colerain Township
Name of Authorizing Agent (Print Clearly)

Signature of Authorizing Agent

7/3/24
Date

* If Disposition is listed as "Return to Family", the following individual may receive said items:

Name **Relationship** **Phone**

Acknowledgement of Receipt of Personal Effects

I hereby acknowledge receipt of the above listed items

Name of Authorizing Agent (Print Clearly) Or, individual listed above to receive items

Signature of Authorizing Agent Or individual listed above to receive items

Date

Funeral Home Verification of Disposition of Personal Effects

I hereby verify the disposition of the personal effects as listed above.

Name of Funeral Director (Print Clearly)

Signature of Funeral Director

Date

NOTES:

3/28/2019 **V2.1**

Ossuary Inurnment Authorization

TO:

SPRING GROVE
Cemeteries · Funeral Homes · Crematory
www.springgrove.org

Spring Grove Cemetery and Arboretum ("Cemetery")
4521 Spring Grove Avenue
Cincinnati, Ohio 45232-2925

Pursuant to and subject to the Cemetery's Rules and Regulations as in effect from time to time (the "Rules and Regulations"), I hereby make the authorizations set forth below. Terms used in this document which are defined in the Rules and Regulations have the meanings set forth therein; for example, "burial" includes interment, entombment, and inurnment.

This authorization pertains to the following burial location in the Cemetery (collectively, the "Location"):
Garden LN, Section 141G, Lot 0

Name of the Deceased: Rosendo Santiago

I understand that the Deceased will be inurned in a place designed for the communal disposition of cremated remains of multiple unrelated persons, where the urns used are made from biodegradable material resulting in eventual commingling of remains in contact with the soil. No individual memorialization on the ossuary is permitted in connection with any inurnment in an ossuary but a cenotaph may be placed elsewhere in the Cemetery in accordance with applicable rules for the selected cenotaph location. Unless otherwise directed, the Cemetery will maintain a listing of each person inurned in an ossuary on its website and in any other public directories of burials in the Cemetery.
Remains placed in an ossuary are not recoverable, and the Cemetery shall have no liability for failing to disinter, or attempt to disinter, remains in those locations if the Cemetery determines that recovery is not likely to be feasible.

I certify that the information provided by me in this Authorization and attachments is true and correct, and I agree to defend and indemnify the Cemetery against any third-party claim arising from reliance on this Authorization.

I hereby authorize the burial of the Deceased in the Location.

Signature	Print Name	Relationship to the Deceased	Date
	Colerain Township	Public Officer	7/3/24

Spring Grove Cremation Society Representative

7/3/2024
Date

Revised 05/2019

Office
4521 Spring Grove Avenue
Cincinnati, Ohio 45232
Phone (513) 681-PLAN (7526)

Spring Grove Cemetery and Arboretum

-Purchase Agreement-

Contract# _____

The undersigned, referred to (together if more than one) as "Purchaser", subject to the terms and conditions set forth on both sides of this Agreement, agrees to purchase from Spring Grove Cemetery and Arboretum ("Cemetery") the right(s) indicated below:

LAND 1 Burial right(s)
Section 141G Lot 0
Space(s) _____ Lot Area: ≈ _____ sq. ft. $ 300.00
If number of Burial rights not specified, the number of Burials permitted depends on the size and shape of the Lot and will be determined under Cemetery's Rules and Regulations in effect at time of Burial.

MAUSOLEUM/LAWN CRYPT _____ Entombment rights(s) in the _____ Mausoleum,
Crypt Location _____ $ _____
Lawn Crypt, Section _____ Unit _____ $ _____

NICHES _____ Inurnment right(s)
Niche Location _____ $ _____

OTHER FEES
_____ Cremation Certificate(s) $ _____
_____ Opening and Closing Fee (of interment space) $ _____
_____ Second Right(s) of Disposition (right to place an additional urn in the crypt or space listed, or other location if specified: _____) $ _____

PRODUCTS/MERCHANDISE
_____ _____ Outer Burial Container(s) (or substantial equivalent) $ _____
_____ _____ Marker(s) (or substantial equivalent) $ _____
_____ _____ Monument(s) (or substantial equivalent) $ _____
_____ _____ Urn(s) (or substantial equivalent) $ _____
1 OTHER Placement Certificate (or substantial equivalent) $ - 300.00

Alternate space selection _____ (to be used if the space designated above is unavailable).
This space is ☐ existing ☐ under construction ☐ planned
Services of Cemetery personnel in opening and closing land, crypts and niches at the time of use are included only if purchased above.
Upon payment in full, ownership of the above rights is to be registered in the name(s) of the following registered owners Colerain Township
Such right(s) cannot be used until the Total Sale Price is paid, and until such time, Cemetery reserves a security interest and the title to all property being purchased.

Sales Tax $ 0.00
TOTAL CASH PRICE $ 0.00

Total Sale Price (cash price)	$ 300.00
Less:	
Cash Down Payment	$
Exchange Credit	$
Total Down Payment	$ Placement Certificate $300.00
Unpaid Balance	$ 0.00

Purchaser agrees to pay the Unpaid Balance on or before _____

THERE IS NO FINANCE CHARGE

This Agreement shall become effective when accepted by the Cemetery. Purchaser acknowledges receipt of a completed and signed copy of this Agreement.
The Cemetery will notify the Purchaser within 14 days if this agreement is not accepted.
(See the reverse side of this form for additional terms and conditions.)

THE CEMETERY'S RULES AND REGULATIONS ARE PART OF YOUR CONTRACT AND ARE SUBJECT TO CHANGE FROM TIME TO TIME. YOU ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN A FREE COPY OF THE CURRENT RULES AND REGULATIONS PRIOR TO SIGNING THIS AGREEMENT. UPON ANY LATER REQUEST, THE CEMETERY AGREES TO GIVE YOU A FREE COPY OF THE VERSION THEN IN EFFECT.
YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION ON THE REVERSE SIDE OF THIS FORM FOR AN EXPLANATION OF THIS RIGHT.

Sign Here

Signature
Colerain Township
Signature
4200 Springdale Road
Street
Cincinnati, Ohio 45251
City, State, Zip Code
513-385-7500
Phone (Home) (Work) (Cell)
Email: _____

_____ _____
Cemetery Acceptance Date

Remarks

Placement of: Rosendo Santiago
in Spring Grove Ossuary Section 141G, Lot 0

_____ _____
Prepared by Date

Funeral Purchase Agreement

SPRING GROVE FUNERAL HOMES
Cemeteries · Funeral Homes · Cremation
www.springgrove.org

Spring Grove Funeral Homes
9100 Plainfield Rd, Cincinnati, OH 45236
(513) 853-6868

No.	24-5-504096
Deceased:	Rosendo Santiago
Date of Death:	06/19/2024
Place of Death:	Cincinnati, OH
Date of Statement:	07/03/2024

A. CHARGE FOR SERVICES SELECTED

Professional Services

Basic Services or Overhead	$432.00
Cremation at Spring Grove Crematory	$220.00

Facilities, Equipment & Staff:

Transportation:

Removal of Deceased from Place of Death into our Care (within 25 mile radius)	$280.00
TOTAL OF SERVICES SELECTED	$932.00

B. MERCHANDISE

Cardboard Cremation Container	$30.00
Temporary Plastic Container(For Cremated Remains)	$30.00
TOTAL OF MERCHANDISE	$60.00

TOTAL FUNERAL HOME CHARGES (this does not include Cash advances)	$992.00

C. CASH ADVANCES

(Payments made to others on your behalf.)

Burial/Cremation Permit	$3.00
TOTAL CASH ADVANCES:	$3.00

STATEMENT OF
FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items you selected or that are required. If we are required by law or by cemetery or crematory to use any items, we will explain the reasons in writing below. If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as direct cremation or immediate burial. If we charge for embalming, we will explain why below.

Legal, cemetery or crematory requirements compelling the purchase of any items listed herein.

Reason for Embalming: _____

Cemetery Requirements: _____

Crematory Requirements: _____

Price Lists: The Purchaser, by signing below, acknowledges they were given a copy of the price lists indicated below.

General Price List | Casket Price List | Outer Burial Price List

Disclaimers of Warranties

The only warranty on the casket and/or outer burial container sold in connection with this service is the express written warranty, if any, granted by the manufacturer. Spring Grove Funeral Homes makes no warranty express or implied, including any implied warranty of fitness for a particular purpose, with respect to the casket and/or outer burial container.

We acknowledge that the funeral home's standard processes may include the capture and storing of the Decedent's finger or thumb print(s) which may be used for: (1) identifying; tracking the Deceased and/or the Deceased's property; or (2) later use by the family for creating memorial mementos or other memorialization

Acknowledgements & Agreement To Pay

In the event I default in payment to Spring Grove Funeral Homes, I agree to pay reasonable attorney's fees and court costs in addition to any Late Charges applicable. I understand and agree that I am assuming personal liability for the charges set forth in this Statement and that this is in addition to the liability imposed by law upon the estate of the deceased. By my signature below, I hereby acknowledge receipt of a copy of this Statement.

PPIINSPENDING
Initial

All Insurance Assignments are pending verification from the Insurance Company(s)

Initial

Payment is due by

SUMMARY

A. Services	$932.00
B. Merchandise	$60.00
C. Cash Advances	$3.00
Sales Tax	$0.00
GRAND TOTAL	**$995.00**
PAYMENTS	
PAYMENTS TOTAL:	**$0.00**
Credits & Adjustments	
BALANCE DUE:	**$995.00**

I/We agree to pay the full balance on this statement, plus any late charges, in the event I/We default in payment of the funeral account. If more than one person is signing this agreement, I/We agree that we are individually responsible for the entire balance due. I/We understand and agree that any portion of this account not paid by any individual signer is the full responsibility of each and every signer. I/We agree to pay reasonable attorney's fees and court costs in addition to any applicable collection fees, interest, and late fees. I/We assume personal liability for the charges set forth in this statement and acknowledge that this is in addition to the liability imposed by law upon the estate of the deceased. By my/our signature(s) below, I/We hereby agree to all of the above and acknowledge receipt of a copy of this statement.

Signature of Purchaser	07/03/2024 Date	Signature of Co-Purchaser	07/03/2024 Date
Colerain Township			
Purchaser Name		Co-Purchaser Name	
4200 Springdale Road	Cincinnati, OH 45251		
Address	City, State Zip	Address	City, State Zip
(513) 385-7500 (cell)			
Phone		Phone	

ACCEPTANCE: This funeral establishment agrees to provide all services, merchandise, and cash advances indicated on this Statement.

BY: _____
Funeral Director: Samantha Bonham

Spring Grove Funeral Homes
License #:

CONSENT ITEMS

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Contract - Spring Grove Cemetery - Indigent Burial/Sullivan - $995 - NO EXP

Recommend approval of all consent items.

Rationale:

The attached contract with Spring Grove is for the burial of an indigent Township resident. It will cost $995.

SPRING GROVE CEMETERY AND ARBORETUM

Cremation No. _____
Cremation Date: _____
(Crematory Use Only)

AUTHORIZATION FOR CREMATION AND DISPOSITION

Spring Grove Cemetery and Arboretum (Collectively referred to as "Crematory") and the State of Ohio require that this Authorization Form be completed and signed prior to the cremation. **CREMATION IS AN IRREVERSIBLE AND FINAL PROCESS.** It is important that you understand the cremation process that is described in Section 4.B. of this Authorization Form prior to signing it. We want you to fully understand the information provided in this Authorization Form, so we will be pleased to answer any questions about the cremation process or other questions that you may have.

THE AUTHORIZATION IS NOT A CONTRACT FOR CREMATION SERVICES. A SEPARATE CONTRACT OR CONTRACTS WILL BE REQUIRED TO PURCHASE THE SERVICES OF THE FUNERAL HOME AND/OR CREMATORY.

1. DECEDENT'S INFORMATION

A. IDENTIFICATION (ORC 4717.26 requires that the operator of a crematory facility shall establish and maintain a system accurately identifying each dead human body in the facility's possession, and for identifying each decedent throughout all phases of the cremation process.)

Name of Decedent: Brian Sullivan

Date of Death: 05/03/2024 Time of Death: 5:51 pm Place of Death: Cincinnati, Ohio

Sex: M ☑ F ☐ Age: 63 DOB: 01/29/1961 SS: [redacted]

_____ (Initials) The Authorizing Agent has viewed the remains and positively identified them as that of the Decedent;

OR

_____ (Initials) The Personal Representative (i.e. family friend) NAME: _____ of the Authorizing Agent has viewed the Decedent and positively identified them as that of the Decedent;

OR

_____ (Initials) The Authorizing Agent has authorized the Funeral Home to photograph the Decedent and the Authorizing Agent has positively identified the photo and signed the photograph or an on-line verification form as that of the Decedent;

OR

_____ (Initials) The Authorizing Agent has DECLINED or is UNABLE to view the Decedent BUT has positively identified them as that of the Decedent through other methods, *see attached* ***Identification Form***.

B. ARTIFICIAL DEVICES

Mechanical devices, artificial implants, pacemakers, and certain nuclear medicine residues may create a hazardous condition when placed in a cremation chamber and subjected to high heat. Funeral Home reserves the right to remove any device that may pose a danger to the crematory. Please list any Artificial Devices implanted in or attached to Decedent or identify if the Decedent was treated with any Radioactive Materials.

Description of Devices: UNKNOWN

_____ (Initials) The Decedent does not have attached, in, or on them any of the Devices described in Section 1.B. on the reverse side;

OR

_____ (Initials) As Authorizing Agent, I/we instruct the Funeral Home to remove each Device listed above and may charge for its services in making or arranging for such removal. Unless indicated directly below, Crematory is to dispose of all such Devices in any manner it sees fit including recycling, and at any time, however Funeral Home and Crematory shall not sell any devices or foreign material from Cremation

C. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses, and shoes, will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion, unless specific instructions for delivery are given. If no specific instructions are given, I/we release the Funeral Home from liability for these items.

_____ (Initials) As Authorizing Agent, I/we understand that all instructions regarding the delivery or destruction of the Decedent's personal effects are contained in a separate form, *see attached* ***Personal Effects Form***.

D. RECYCLING

After the cremated remains are removed from the cremation chamber, all non-combustible metal materials (insofar as possible) will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory shall dispose of and/or recycle any non-combustible metallic items including but not limited to hinges, latches, nails, screws, staples, plates, metal prosthesis, implants, or any other non-organic materials. The Crematory will not receive direct compensation for the recycled items, but donates the compensation to a charity of its choice.

_____ (Initials) As Authorizing Agent, I/we have read and understand the Recycling terms and provisions and hereby authorize the disposition of any and all non-organic materials.

2. CREMATION CONTAINER AND URN

A. CREMATION CONTAINER

Ohio Law requires the remains of Decedent to be in a suitable container for cremation. The Crematory requires a combustible cremation container. If the Crematory accepts a non-combustible container, then the Crematory is authorized to dispose of the container in any way it sees fit.

Type of Container Selected: Cardboard Cremation Container (Other)

B. URN

A formal or decorative urn to hold the cremated remains may be purchased but is not required. If an urn is not purchased, the cremated remains must be delivered in a rigid container. If multiple urns / keepsakes are selected please identify in Section 5 all individuals who will be able to receive them.

☑ Urn selected by Authorizing Agent. Description of urn: Temporary Plastic Container(For Cremated Remains)

☐ Keepsakes Or any item to hold cremated remains (By selecting this option you authorize the division of the cremated remains).

Description: _____

Total No: Urns/Keepsakes: 1

3. MULTIPLE CREMATIONS, WITNESS, SERVICE, AND TIME

A. WITNESSES

The Crematory allows witnessing of the initial cremation process. As authorizing agent I allow:

_____ (Initials) Yes witnesses (*see attached **Witness Acknowledgement Form***);

OR

_____ (Initials) No witnesses

B. SERVICES PRIOR TO CREMATION

PRIOR TO THE CREMATION of the Decedent, a visitation and/or funeral ceremony with the body present was arranged as set forth below:

Date(s): _____ Time(s): _____ Place of Ceremonies: _____

C. TIME OF CREMATION

The cremation of the Decedent cannot take place until all legal requirements including a waiting period have been fulfilled. If the Decedent is not embalmed and if the cremation is not to occur immediately upon delivery of the remains to the Crematory, the Crematory will place the Decedent in a refrigerated facility for which there may be a daily charge.

Decedent: ☐ embalmed. ☑ not to be embalmed.

Please initial one of the following:

_____ (initials) The Crematory may perform the cremation of the Decedent at a time and date as its work schedule permits and without any further notification to the Authorizing Agent.

OR

_____ (initials) The Funeral Home and Crematory will schedule the cremation and contact the Authorizing Agent(s) with the date and time:

Date: _____ Day: _____ Time: _____

D. MULTIPLE CREMATIONS

_____ (Initials) As Authorizing Agent, I/we authorize the simultaneous cremation of the remains of the Decedent with the decedent named below. I/we certify that this multiple cremation meets the legal requirements set forth on the reverse side.

Name of Other Decedent: _____

4. AUTHORIZATION & CREMATION PROCESS

A. AGENT

As Authorizing Agent, I/We represent that I/We have the right to authorize the cremation of the Decedent and warrant:

_____ (Initials) As Authorizing Agent, I/we have filled in Section 4.A. I/We understand that any living person who meets the qualifications of any level above or equal to the one I/we filled in would have a **superior or equal** right to act as the Authorizing Agent I/We do not have actual knowledge of the existence of any living person who has a **superior or equal** right to act as the Authorizing Agent;

OR

_____ (Initials) As Authorizing Agent, I/we have filled in Section 4.A. I/We are aware of a living person or persons who have a **superior** priority right to act as Authorizing Agent. I/We have made reasonable efforts to contact such person(s) and have been unable to do so. I/We have no reason to believe that the person(s) with the **superior** priority right would object to the cremation of the Decedent.

Name of Authorizing Agent	Address	Telephone	Relationship*
Colerain Township	4200 Springdale Road, Cincinnati, OH 45251	(513) 385-7500	Public Officer

*Choose from selection in 4.A on reverse side.

B. CREMATION PROCESS

_____ (Initials) **As Authorizing Agent, I/we have read and understand the description of the cremation process contained in Section 4.B. on the reverse side and authorize the cremation, processing and pulverization of the remains of the Decedent. I/we further authorize the Funeral Home to deliver the Decedent to the Crematory for the purpose of the cremation.**

5. FINAL DISPOSITION

The Crematory shall return the cremated remains of the Decedent to the Funeral Home, and then:

_____ (Initials) The cremated remains will be held by Funeral Home for pick-up, and Location is authorized to release the cremated remains to any of the individuals named below and identified below;

Name (Designee): _____ Relationship: _____

Address: _____

Name (Designee): _____ Relationship: _____

Address: _____

Name (Designee): _____ Relationship: _____

Address: _____

_____ (Initials) Funeral Home will deliver or mail (Priority Mail Express) the cremated remains to the name and address listed below:

Name (Designee): _____ Relationship: _____

Address: _____

JW (Initials) Placement of Cremated Remains at Cemetery (Name): Spring Grove Cemetery Non Recoverable Ossuary

_____ (Initials) Other Method Disposition (Describe): _____

6. CERTIFICATION AND INDEMNIFICATION

I/We have the right and hereby authorize the cremation of the Decedent and the disposition of the cremated remains pursuant to the regulations of the Crematory and the instructions on this form. I/We agree to release and indemnify the Funeral Home and Crematory, their officers, directors, agents and employees, from any claim, liability, cost or expense resulting from its reliance on or performance consistent with the directions, declarations, representations, authorizations and agreements herein. I/We release the Funeral Home and Crematory from liability for the cremated remains upon delivery to a reputable common carrier. I/We agree that the Funeral Home's or Crematory's liability for future negligent acts (of itself or its agents or employees) is limited to a refund of the cremation fees paid by me/us. I/We warrant that all representations and statements contained in this form are true and correct. These statements are being relied upon by the Funeral Home and Crematory. I/We have read and understood all pages of this document.

To the extent permitted by Law.

JW 7/3/24

This authorization for cremation and disposition was executed at Cincinnati, OH this 3 day of July, 2024.

Signature of Authorizing Agent: _____ Name: Colerain Township

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

Signature of Authorizing Agent: _____ Name: _____

WITNESS: *If a Funeral Director witnesses the execution of this Authorization by the Authorizing Agent, the Funeral Director verifies, based on the representations of the Authorizing Agent(s) listed in Section 4, that the Decedent being transferred to the custody of the Crematory are those of the Decedent identified in Section 1, and represents that a Burial Permit, Burial Transit Permit or Cremation Permit authorizing the cremation of the Decedent will be delivered to Crematory.

Witness*: Name: Samantha Bonham Signature of Witness: _____

7. FUNERAL HOME AND CREMATORY

The Authorizing Agent authorizes the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Authorizing Agent contained in this Authorization.

Name of Funeral Home: Spring Grove Cremation Society

Address: 9100 Plainfield Rd, Cincinnati, OH 45236

Crematory: Spring Grove Cemetery & Arboretum
Address: 4521 Spring Grove Avenue, Cincinnati, Ohio 45232

8. CERTIFICATE BY FUNERAL HOME UPON TRANSFER OF DECEDENT'S REMAINS TO CREMATORY

The Funeral Home certifies that the remains being transferred to the custody of the Crematory are those of the Decedent identified in Section 1 hereof and that the Funeral Home, based upon the representations of the Authorizing Agent in Section 4 hereof, has taken reasonable precautions to ensure the removal of any Device listed in Section 1.B. from the Decedent or to render such Device non-hazardous. The Funeral Home also certifies that any items listed in Section 1.C. hereof have been removed from the remains of the Decedent for the purpose of delivery to the Authorizing Agent.

FUNERAL HOME: Spring Grove Cremation Society

Date: _____ By: _____ (Licensed Funeral Director)

Lakshmi Kode Sammarco, M.D.

Hamilton County Coroner

4477 Carver Woods Drive
Blue Ash, OH 45242

HAMILTON COUNTY CORONER'S OFFICE BODY RELEASE FORI

THIS FORM MUST BE COMPLETED PRIOR TO THE RELEASE OF ANY BODY FROM THE MORGUE

STATEMENT OF POLICY

Ohio law places a duty upon the Hamilton County Coroner's office to determine the cause and manner of death of persons who have died suddenly while in apparent good health, and those who have died as a result of criminal or violent means, casualty, suicide, and in a suspicious or unusual manner. In most cases, the cause and manner of death is determined by performing an autopsy. An autopsy is a scientific inquiry by a medical professional that involves an external examination of the body and a surgical dissection so that internal tissues and organ can be removed, examined, and subjected to scientific testing. In most cases, remains of organs are returned prior to the release of the body for burial. Bodily fluids and tissue samples kept for microscopic examination and/or testing are not returned. On rare occasions, good medical practice requires that one or more whole organs (usually the brain and/or the heart) be retained for an extended period of time to complete examination and testing. Because these tests can take several weeks to complete, the body is often released for the purpose of burial or cremation prior to the return of organs.

Remains of organs that have been retained in observance of good medical practice for the purpose of examination or testing, or as required by law, may be retrieved by the next-of-kin, his or her authorized agent, or other person permitted by law to deal with remains of the deceased, by delivering written notice of their intention to retrieve the organs to the Office of the Hamilton County Coroner within SEVEN DAYS of claiming the body from the morgue. When the organs are available to be retrieved, the Coroner's office will notify the person identified in the written notice and the person or agency that originally claimed the body of the deceased. In the event that no written notice is received by the Coroner as described herein, such retained organs may be cremated and dealt with according to law without further notice.

DECEASED: Brian Sullivan DATE OF DEATH: 5/3/2024

The undersigned hereby requests that the Hamilton County Coroner release the body and/or personal effects of the above named deceased to: Spring Grove Cremation Society (funeral home or other agency). The undersigned represents that he/she is the next-of-kin of the deceased or other person authorized by law to receive the remains and has full authority to give permission for the release of the body. The undersigned further represents that he/she has read and understands the above statement of policy regarding the autopsy process; the notification procedures required to request the return of organs removed and retained during the autopsy process, and the time limits associated therewith.

7/3/24
SIGNATURE and DATE

Public Official
NAME and RELATIONSHIP TO THE DECEASED

Funeral Director
WITNESS-- SIGNATURE AND AFFILIATION

WITNESS-- SIGNATURE AND AFFILIATION

Email: body_release@hamilton-co.org
Morgue Fax: 513-946-8777
Morgue Line: 513-946-8740
Main Line: 513-946-8700

CONFIRMATION OF IDENTIFICATION WITHOUT A VIEWING

PART 1 - *to be completed by a funeral home representative whenever there is no visual ID*

Name of the Decedent: Brian Sullivan

Reason visual identification not performed: Colerain Township Custodial Care Case

Method used to confirm identification: Hamilton County Coroners office did the Identification via DNA testing from Son, Jacob Sullivan. Advance state of decomposition- skeletal remains.

Name of person providing information: Hamilton County Coroners Office.

Funeral Home Rep confirming ID: _____

PART 2- *to be completed by the next of kin/ authorized person making arrangements*

I/we Colerain Township having declined to perform a visual identification of Decedent, and hereby agree to indemnify and hold Spring Grove Funeral Homes Funeral Home and its officers, shareholders, affiliates, agents, employees, successors and assigns harmless from any and all claims, liabilities, damages, losses, suits or causes of action (including attorneys fees and expenses of litigation) brought by any person, firm or corporation or the personal representative thereof, relating to or arising out of such a failure to identify.

NAME	SIGNATURE	RELATIONSHIP	DATE
Colerain Township		Public Officer	

SPRING GROVE
Cemeteries · Funeral Homes · Cremation
www.springgrove.org

Spring Grove Cremation Society

INVENTORY and DISPOSITION of PERSONAL EFFECTS

Deceased: Brian Sullivan **Date Received:** 7/3/2024

Qty.	Item/Description	Funeral Home Dispose	Bury or Cremate with Deceased	Place with Cremated Remains	Return to Family
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

Delivered By: On Transfer-HCCO **Received By:**

Authorization for Disposition

The above listed personal belongings were received and shall be disposed of as indicated above; the disposition is authorized by:

Colerain Township		7/3/24
Name of Authorizing Agent (Print Clearly)	Signature of Authorizing Agent	Date

* If Disposition is listed as "Return to Family", the following individual may receive said items:

Name	Relationship	Phone

Acknowledgement of Receipt of Personal Effects

I hereby acknowledge receipt of the above listed items

Name of Authorizing Agent (Print Clearly) Or, individual listed above to receive items	Signature of Authorizing Agent Or individual listed above to receive items	Date

Funeral Home Verification of Disposition of Personal Effects

I hereby verify the disposition of the personal effects as listed above.

Name of Funeral Director (Print Clearly)	Signature of Funeral Director	Date

NOTES:

3/28/2019 **V2.1**

Ossuary Inurnment Authorization

TO:

SPRING GROVE
Cemeteries · Funeral Homes · Crematory

Spring Grove Cemetery and Arboretum ("Cemetery")
4521 Spring Grove Avenue
Cincinnati, Ohio 45232-2925

Pursuant to and subject to the Cemetery's Rules and Regulations as in effect from time to time (the "Rules and Regulations"), I hereby make the authorizations set forth below. Terms used in this document which are defined in the Rules and Regulations have the meanings set forth therein; for example, "burial" includes interment, entombment, and inurnment.

This authorization pertains to the following burial location in the Cemetery (collectively, the "Location"):
Garden LN, Section 141G, Lot 0

Name of the Deceased: Brian Sullivan

I understand that the Deceased will be inurned in a place designed for the communal disposition of cremated remains of multiple unrelated persons, where the urns used are made from biodegradable material resulting in eventual commingling of remains in contact with the soil. No individual memorialization on the ossuary is permitted in connection with any inurnment in an ossuary but a cenotaph may be placed elsewhere in the Cemetery in accordance with applicable rules for the selected cenotaph location. Unless otherwise directed, the Cemetery will maintain a listing of each person inurned in an ossuary on its website and in any other public directories of burials in the Cemetery.
Remains placed in an ossuary are not recoverable, and the Cemetery shall have no liability for failing to disinter, or attempt to disinter, remains in those locations if the Cemetery determines that recovery is not likely to be feasible.

I certify that the information provided by me in this Authorization and attachments is true and correct, and I agree to defend and indemnify the Cemetery against any third-party claim arising from reliance on this Authorization.

I hereby authorize the burial of the Deceased in the Location.

Signature	Print Name	Relationship to the Deceased	Date
	Colerain Township	Public Officer	7/3/24

Spring Grove Cremation Society Representative

7/3/2024
Date

Revised 05/2019

Office
4521 Spring Grove Avenue
Cincinnati, Ohio 45232
Phone (513) 681-PLAN (7526)

Spring Grove Cemetery and Arboretum

-Purchase Agreement-

SPRING GROVE Cemeteries · Funeral Homes · Crematory

Contract# _____

The undersigned, referred to (together if more than one) as "Purchaser", subject to the terms and conditions set forth on both sides of this Agreement, agrees to purchase from Spring Grove Cemetery and Arboretum ("Cemetery") the right(s) indicated below:

LAND 1 Burial right(s)

Section 141G Lot 0

Space(s) _____ Lot Area: ≈ _____ sq. ft. $ 300.00

If number of Burial rights not specified, the number of Burials permitted depends on the size and shape of the Lot and will be determined under Cemetery's Rules and Regulations in effect at time of Burial.

MAUSOLEUM/LAWN CRYPT _____ Entombment rights(s) in the _____ Mausoleum,

Crypt Location _____ $ _____

Lawn Crypt, Section _____ Unit _____ $ _____

NICHES _____ Inurnment right(s)

Niche Location _____ $ _____

OTHER FEES

_____ Cremation Certificate(s) $ _____

_____ Opening and Closing Fee (of interment space) $ _____

_____ Second Right(s) of Disposition (right to place an additional urn in the crypt or space listed, or other location if specified: _____) $ _____

PRODUCTS/MERCHANDISE

_____ Outer Burial Container(s) (or substantial equivalent) $ _____

_____ Marker(s) (or substantial equivalent) $ _____

_____ Monument(s) (or substantial equivalent) $ _____

_____ Urn(s) (or substantial equivalent) $ _____

1 OTHER Placement Certificate (or substantial equivalent) $ - 300.00

Alternate space selection _____ (to be used if the space designated above is unavailable).

This space is ☐ existing ☐ under construction ☐ planned

Services of Cemetery personnel in opening and closing land, crypts and niches at the time of use are included only if purchased above.

Sales Tax $ 0.00

TOTAL CASH PRICE $ 0.00

Upon payment in full, ownership of the above rights is to be registered in the name(s) of the following registered owners Colerain Township

Such right(s) cannot be used until the Total Sale Price is paid, and until such time, Cemetery reserves a security interest and the title to all property being purchased.

Total Sale Price (cash price)	$ 300.00
Less:	
Cash Down Payment	$
Exchange Credit	$
Total Down Payment	$ Placement Certificate $300.00
Unpaid Balance	$ 0.00
Purchaser agrees to pay the Unpaid Balance on or before	

THERE IS NO FINANCE CHARGE

This Agreement shall become effective when accepted by the Cemetery. Purchaser acknowledges receipt of a completed and signed copy of this Agreement.
The Cemetery will notify the Purchaser within 14 days if this agreement is not accepted.
(See the reverse side of this form for additional terms and conditions.)

THE CEMETERY'S RULES AND REGULATIONS ARE PART OF YOUR CONTRACT AND ARE SUBJECT TO CHANGE FROM TIME TO TIME. YOU ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN A FREE COPY OF THE CURRENT RULES AND REGULATIONS PRIOR TO SIGNING THIS AGREEMENT. UPON ANY LATER REQUEST, THE CEMETERY AGREES TO GIVE YOU A FREE COPY OF THE VERSION THEN IN EFFECT.
YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION ON THE REVERSE SIDE OF THIS FORM FOR AN EXPLANATION OF THIS RIGHT.

Sign Here

Signature

Colerain Township
Signature

4200 Springdale Road
Street

Cincinnati, Ohio 45251
City, State, Zip Code

513-385-7500
Phone (Home) (Work) (Cell)

Email: _____

Cemetery Acceptance Date

Remarks

Placement of: Brian Sullivan

in Spring Grove Ossuary Section 141G, Lot 0

Prepared by Date

Funeral Purchase Agreement

SPRING GROVE FUNERAL HOMES
Cemeteries · Funeral Homes · Cremation
www.springgrove.org

Spring Grove Funeral Homes
9100 Plainfield Rd, Cincinnati, OH 45236
(513) 853-6868

No.	24-5-504097
Deceased:	Brian Sullivan
Date of Death:	05/03/2024
Place of Death:	Cincinnati, OH
Date of Statement:	07/03/2024

A. CHARGE FOR SERVICES SELECTED

Professional Services	
Basic Services or Overhead	$432.00
Cremation at Spring Grove Crematory	$220.00
Facilities, Equipment & Staff:	
Transportation:	
Removal of Deceased from Place of Death into our Care (within 25 mile radius)	$280.00
TOTAL OF SERVICES SELECTED	$932.00

B. MERCHANDISE

Cardboard Cremation Container	$30.00
Temporary Plastic Container(For Cremated Remains)	$30.00
TOTAL OF MERCHANDISE	$60.00
TOTAL FUNERAL HOME CHARGES (this does not include Cash advances)	$992.00

C. CASH ADVANCES

(Payments made to others on your behalf.)

Burial/Cremation Permit	$3.00
TOTAL CASH ADVANCES:	$3.00

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items you selected or that are required. If we are required by law or by cemetery or crematory to use any items, we will explain the reasons in writing below. If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as direct cremation or immediate burial. If we charge for embalming, we will explain why below.

Legal, cemetery or crematory requirements compelling the purchase of any items listed herein.

Reason for Embalming: _____

Cemetery Requirements: _____

Crematory Requirements: _____

Price Lists: The Purchaser, by signing below, acknowledges they were given a copy of the price lists indicated below.

General Price List | Casket Price List | Outer Burial Price List

Disclaimers of Warranties

The only warranty on the casket and/or outer burial container sold in connection with this service is the express written warranty, if any, granted by the manufacturer. Spring Grove Funeral Homes makes no warranty express or implied, including any implied warranty of fitness for a particular purpose, with respect to the casket and/or outer burial container.

We acknowledge that the funeral home's standard processes may include the capture and storing of the Decedent's finger or thumb print(s) which may be used for: (1) identifying; tracking the Deceased and/or the Deceased's property; or (2) later use by the family for creating memorial mementos or other memorialization

Acknowledgements & Agreement To Pay

In the event I default in payment to Spring Grove Funeral Homes, I agree to pay reasonable attorney's fees and court costs in addition to any Late Charges applicable. I understand and agree that I am assuming personal liability for the charges set forth in this Statement and that this is in addition to the liability imposed by law upon the estate of the deceased. By my signature below, I hereby acknowledge receipt of a copy of this Statement.

PPINSPENDING — Initial — All Insurance Assignments are pending verification from the Insurance Company(s)

Initial — Payment is due by

SUMMARY

A. Services		$932.00
B. Merchandise		$60.00
C. Cash Advances		$3.00
Sales Tax		$0.00
	GRAND TOTAL	**$995.00**
PAYMENTS		
	PAYMENTS TOTAL:	**$0.00**
Credits & Adjustments		
	BALANCE DUE:	**$995.00**

I/We agree to pay the full balance on this statement, plus any late charges, in the event I/We default in payment of the funeral account. If more than one person is signing this agreement, I/We agree that we are individually responsible for the entire balance due. I/We understand and agree that any portion of this account not paid by any individual signer is the full responsibility of each and every signer. I/We agree to pay reasonable attorney's fees and court costs in addition to any applicable collection fees, interest, and late fees. I/We assume personal liability for the charges set forth in this statement and acknowledge that this is in addition to the liability imposed by law upon the estate of the deceased. By my/our signature(s) below, I/We hereby agree to all of the above and acknowledge receipt of a copy of this statement.

Signature of Purchaser	07/03/2024 Date	Signature of Co-Purchaser	07/03/2024 Date
Colerain Township			
Purchaser Name		Co-Purchaser Name	
4200 Springdale Road	Cincinnati, OH 45251		
Address	City, State Zip	Address	City, State Zip
(513) 385-7500 (cell)			
Phone		Phone	

ACCEPTANCE: This funeral establishment agrees to provide all services, merchandise, and cash advances indicated on this Statement.

BY: _____ Spring Grove Funeral Homes
Funeral Director: Samantha Bonham License #:

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 - Phantom Fireworks - $2,000.00

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a $2,000.00 donation from Phantom Fireworks.

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 - Mt. Healthy Eagles #2193 - $10,000.00

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a $10,000.00 donation from Mt. Healthy Eagles #2193.

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

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

Donation Acceptance - Police Department - Phantom Fireworks - $2,000.00

Recommend approval of all consent items.

Rationale:

Colerain Township Police Department is grateful for a $2,000.00 donation from Phantom Fireworks.

CONSENT ITEMS

Department: Police

Department Director: Ed Cordie, Police Chief

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

Donation Acceptance - Police Department - Mt. Healthy Eagles - $10,000

Recommend approval of all consent items.

Rationale:

Colerain Township Police Department is grateful for a $10,000 donation from Mt. Healthy Eagles.