COLERAIN
TOWNSHIP ~ OHIO

Regular Meeting of the Board of Trustees - September 24, 2024

1. **Opening of Meeting**
2. **Executive Session** 6PM
3. **Pledge of Allegiance** 7PM
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
   a. Proclamation - Friendship Baptist Church - 75 Years of Operation
   b. Presentation by Chief Walls Introducing and Swearing-in a Newly Promoted Employee
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**

<u>**Public Safety**</u>

   a. Resolution Declaring Nuisance and Ordering Abatement
   b. Resolution Declaring a Junk Motor Vehicle - 3354 Niagara St. - 1 of 6
   c. Resolution Declaring a Junk Motor Vehicle - 3423 Niagara St. - 2 of 6
   d. Resolution Declaring a Junk Motor Vehicle - 3460 Redskin Dr. - 3 of 6
   e. Resolution Declaring a Junk Motor Vehicle - 9607 Pippin Rd. - 4 of 6
   f. Resolution Declaring a Junk Motor Vehicle - 10722 Sunliner Ct. - 5 of 6
   g. Resolution Declaring a Junk Motor Vehicle - 10732 Sunliner Ct. - 6 of 6
   h. Resolution Declaring a Property as a Vacant Registrable Property - 2848 Glenaire Dr. - 1 of 3
   i. Resolution Declaring a Property as a Vacant Registrable Property - 6401 Duet Ln. - 2 of 3
   j. Resolution Declaring a Property as a Vacant Registrable Property - 9839 Pippin Rd. - 3 of 3

<u>**Public Services**</u>

   a. Resolution Approving Springdale Road Sidewalks Project PID117209

b. Motion Authorizing Township Administrator to Enter Into Grant Agreement with the Council on Aging

Development

a. Resolution Authorizing the Transfer of Real Property Located in Colerain Township and Owned By Colerain Township Identified as Parcel No. 510-0202-0064-00 to the Colerain Township, Hamilton County CIC, Inc.
b. Motion to set a Public Hearing for Staverman Farm TIF for October 22, 2024 at 7:00 PM
c. Motion to set a Public Hearing for Wyler KIA TIF for October 22, 2024 at 7:00 PM
d. Motion to set a Public Hearing for Wawa - Colerain Ave TIF for October 22, 2024 at 7:00 PM
e. Motion to set a Public Hearing for Wawa - Blue Rock Rd TIF for October 22, 2024 at 7:00 PM

Administration

a. Motion to Authorize the Administrator to Enter into Depository Agreement and Related Agreements for Banking Services
b. Motion Establishing Trick or Treat Hours from 6-8pm on October 31, 2024

11. **Old Business**
12. **Consent Items**
    a. Contract - AEP - Gas Aggregation for Township Buildings
    b. Engagement Letter- Plattenburg & Associates- 2024 Financial Statement Preparation
    c. Contract - HCC Life Insurance - Stop Loss Insurance - $0
13. **Fiscal Office Report**
14. **Executive Session** – if needed
15. **Adjournment**

PRESENTATIONS

Department:	Administration
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	

<u>Proclamation - Friendship Baptist Church - 75 Years of Operation</u>
Recommend ADOPTION of the Proclamation.

<u>Rationale</u>:
This proclamation recognizes Friendship Baptist Church for their 75th year of operation.

PROCLAMATION FOR
FRIENDSHIP MISSIONARY BAPTIST CHURCH
FOR 75 YEARS OF SERVICE
IN COLERAIN TOWNSHIP, OHIO

COLERAIN
TOWNSHIP ~ OHIO

Whereas Friendship Baptist Church was founded in 1949 and has served the community on Elm Street, Vine Street and Colerain Avenue; and

Whereas Friendship Baptist Church moved to Colerain Township on Chesswood Drive in 1965; the Church then moved to 8580 Cheviot Road in 1988 and continues to serve Colerain Township; and

Whereas Missions have always been a priority for Friendship Baptist Church. They have supported 43 Missionaries in 32 countries and 8 Mission organizations for over 50 years; and

Whereas Friendship Baptist Church has been led by five Pastors in 75 years: CN Richardson, William Cox, Preston Richardson, Gary Jackson and the current Pastor, Keith Wells. They have served a multitude of faithful members, including sixteen members who have been with the church for over 50 years; and

Whereas The Friendship Baptist Church looks forward to their next milestone of 100 years serving our community and its members, local and worldwide.

Be it resolved that in recognition of Friendship Baptist Church, the Colerain Township Board of Trustees hereby proclaim Sunday, September 29, 2024, as a special day of recognition for Friendship Baptist Church to acknowledge their 75th anniversary and their many contributions to the residents of Colerain Township.

Cathy Ulrich Trustee	Daniel Unger Trustee	Matt Wahlert Trustee

Jeffrey D. Baker
Fiscal Officer

Date: September 24, 2024

PRESENTATIONS

Department:	Fire
Department Director:	Allen Walls, Fire Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services

Presentation by Chief Walls Introducing and Swearing-in a Newly Promoted Employee
No action is requested of the Board.

Rationale:
Introduce and administer the Oath-of-Office to the department's newest Career Firefighter:

- Nathan Niehaus

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:

2909 Greenbrook Ln	510-0024-0216-00
7163 Hunters Ridge Ln	510-0440-0351-00
2832 Jonrose Ave	510-0071-0367-00
9449 Loralinda Dr	510-0052-0653-00
2415 Lynnfork Ave	510-0051-0151-00
3423 Niagara St	510-0102-0056-00
9089 Pippin Rd	510-0054-0266-00
2520 Springdale Rd	510-0043-0038-00
9776 Stadia Dr.	510-0102-0276-00

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.
2909 Greenbrook Ln	510-0024-0216-00
7163 Hunters Ridge Ln	510-0440-0351-00
2832 Jonrose Ave	510-0071-0367-00
9449 Loralinda Dr	510-0052-0653-00
2415 Lynnfork Ave	510-0051-0151-00
3423 Niagara St	510-0102-0056-00
9089 Pippin Rd	510-0054-0266-00
2520 Springdale Rd	510-0043-0038-00
9776 Stadia Dr.	510-0102-0276-00

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 - 3354 Niagara St. - 1 of 6

Recommend ADOPTION of the Resolution.

Rationale:

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

3354 Niagara St. Cincinnati, OH 45251

1. (NO TAG), 2007, Green, 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 3354 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0102-0036-00 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 **3354 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0102-0036-00**

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 **3354 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0102-0036-00** to be inoperable, extensively damages, and at least three model years old:

    A. **(NO TAG), 2007, Green, 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 a Junk Motor Vehicle - 3423 Niagara St. - 2 of 6
Recommend ADOPTION of the Resolution.

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

3423 Niagara St. Cincinnati, OH 45251

1. (NO TAG), 2006, Black, Honda, Accord
2. (OHIO), JLH7626, Black, Audi, Sedan

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 3423 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0102-0056-00 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 **3423 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0102-0056-00**

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 **3423 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0102-0056-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(NO TAG), 2006, Black, Honda, Accord**
   B. **(OHIO), JLH7626, Black, Audi, Sedan**

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 - 3460 Redskin Dr. - 3 of 6
Recommend ADOPTION of the Resolution.

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

3460 Redskin Dr. Cincinnati, OH 45251

1. (OHIO), HTP2468, 2004, Black, Pontiac, Vibe

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 3460 Redskin Dr. Cincinnati, OH 45251– Parcel ID 510-0111-0131-00 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 **3460 Redskin Dr. Cincinnati, OH 45251– Parcel ID 510-0111-0131-00**

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 **3460 Redskin Dr. Cincinnati, OH 45251– Parcel ID 510-0111-0131-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO), HTP2468, 2004, Black, Pontiac, Vibe**

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 - 9607 Pippin Rd. - 4 of 6
Recommend ADOPTION of the Resolution.

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

9607 Pippin Rd. Cincinnati, OH 45231

1. (OHIO), S593623, 2005, Silver, Nissan, Maxima
2. (OHIO), JMX4006, 2010, Tan, Audi, A8

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 9607 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0052-0018-00 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 **9607 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0052-0018-00**

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 **9607 Pippin Rd. Cincinnati, OH 45231– Parcel ID 510-0052-0018-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO), S593623, 2005, Silver, Nissan, Maxima**
   B. **(OHIO), JMX4006, 2010, Tan, Audi, A8**

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 - 10722 Sunliner Ct. - 5 of 6
Recommend ADOPTION of the Resolution.

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

10722 Sunliner Ct. Cincinnati, OH 45231

1. (OHIO), JSJ7995, 2006, Black, Honda, Accord

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 10722 Sunliner Ct. Cincinnati, OH 45231– Parcel ID 510-0032-0285-00 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 **10722 Sunliner Ct. Cincinnati, OH 45231– Parcel ID 510-0032-0285-00**

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 **10722 Sunliner Ct. Cincinnati, OH 45231– Parcel ID 510-0032-0285-00** to be inoperable, extensively damages, and at least three model years old:

    A. **(OHIO), JSJ7995, 2006, Black, Honda, Accord**

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 - 10732 Sunliner Ct. - 6 of 6
Recommend ADOPTION of the Resolution.

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

10732 Sunliner Ct. Cincinnati, OH 45231

1. (OHIO), HSX8365, 1998, Gray, Jeep, Cherokee

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 10732 Sunliner Ct. Cincinnati, OH 45231– Parcel ID 510-0032-0281-00 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 **10732 Sunliner Ct. Cincinnati, OH 45231– Parcel ID 510-0032-0281-00**

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 **10732 Sunliner Ct. Cincinnati, OH 45231– Parcel ID 510-0032-0281-00** to be inoperable, extensively damages, and at least three model years old:

   A. **(OHIO), HSX8365, 1998, Gray, Jeep, Cherokee**

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 Property as a Vacant Registrable Property - 2848 Glenaire Dr. - 1 of 3
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:

2848 GLENAIRE DR. COLERAIN TOWNSHIP, OH 45251

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 24th day of September, 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 2848 GLENAIRE DR ., COLERAIN TOWNSHIP, OH 45251, PARCEL ID# 510-0052-0596-00, AS A VACANT REGISTRABLE PROPERTY AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY 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 2848 Glenaire Dr., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0052-0596-00.

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 2848 Glenaire Dr., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0052-0596-00 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 24th day of September, 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 24th day of September, 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 a Property as a Vacant Registrable Property - 6401 Duet Ln. - 2 of 3
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:

6401 DUET LN. COLERAIN TOWNSHIP, OH 45239

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 24th day of September 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 6401 DUET LN., COLERAIN TOWNSHIP, OH 45239, PARCEL ID# 510-0081-0637-00, AS A VACANT REGISTRABLE PROPERTY AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY 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 6401 Duet Ln., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0081-0637-00.

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 6401 Duet Ln., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0081-0637-00 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 24th day of September, 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 24th day of September, 2024.

____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department:	Police
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Recommend ADOPTION of the Resolution.

Resolution Declaring a Property as a Vacant Registrable Property - 9839 Pippin Rd. - 3 of 3
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:

9839 PIPPIN RD. COLERAIN TOWNSHIP, OH 45231

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 24th day of September 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 9839 PIPPIN RD., COLERAIN TOWNSHIP, OH 45231, PARCEL ID# 510-0044-0120-00, AS A VACANT REGISTRABLE PROPERTY AND CAUSING FOR THE ASSESSMENT OF FEES ON SUCH PROPERTY 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 9839 Pippin Rd., Colerain Township, Hamilton County, Ohio 45231, Parcel ID# 510-0044-0120-00.

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 9839 Pippin Rd., Colerain Township, Hamilton County, Ohio 45231, Parcel ID# 510-0044-0120-00 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 24th day of September, 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 24th day of September, 2024.

____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Resolution Approving Springdale Road Sidewalks Project PID117209
Recommend ADOPTION of the Resolution.

Rationale:
This project will result in the construction of sidewalks along Springdale Road from Colerain Avenue to Loralinda. The Township has previously received federal Transportation Alternative Grant funding for this project and will seek additional grant funding through the SORTA TIF program in a future year.

This segment of sidewalk was originally identified as a critical gap in the Connect Colerain sidewalk plan.

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

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. __________

RESOLUTION OF CONSENT FOR PID 117209

WHEREAS, this resolution has been enacted by Colerain Township of Hamilton County, Ohio, hereinafter referred to as the Local Public Agency (LPA); and;

WHEREAS, the (LPA/STATE) has determined the need for the described project**:**

Construction of 8' wide sidewalk along Springdale Road and upgrades to pedestrian crossings.

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

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of the project Design and Construction.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to by unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes the Township Administrator of said Colerain Township to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the Township Administrator is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the Colerain Township to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency measure
(as applicable)

This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

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

Vote Record: Ms. Ulrich________, Mr. Unger________, Mr. Wahlert________

ADOPTED this ______ day of ________, 2024.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matthew Wahlert, Trustee

ATTEST:

____
Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

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

____
Jeff Baker
Colerain Township Fiscal Officer

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the ***(Colerain Township, 4200 Springdale Road, Colerain Township, Ohio 45251)*** **(LPA).**

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The (**HAM CR 96 5.25 Springdale Road)** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be **$1,099,740.05** as set forth in Attachment 1. ODOT shall provide to the **LPA 50 percent of the eligible costs, up to a maximum amount of $262,615 in OKI TA Federal funds requiring a 50% local match. Any maximum amount reflects the funding limit for the PROJECT construction set by the applicable Program Manager**. Unless otherwise provided, funds provided by ODOT shall be applied only to the eligible costs associated with the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 Payment or reimbursement to the LPA shall be submitted to:

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website https://www.transportation.ohio.gov/working/publications. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

		Responsibility		
PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
	Utility Relocation		X	Refer to Section 7.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 7.8 for additional details.
	Stage 3 Plans		X	ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.

	Endangered Species Mitigation		X	ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPOSIBILITIES

5.1 General Requirements

A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental

Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.

B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:

1. If the LPA (County Engineer) chooses to utilize the County Engineers Association of Ohio (CEAO) task order contract for environmental services, the parties agree that the total cost shall be shared based on the parameters, Federal and local funding rates, established when the task order was set up and encumbered. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

2. If the LPA (County Engineer) chooses to utilize the CEAO task order contract for R/W acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent Federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

3. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. <u>CONSULTANT SELECTION AND ADMINISTRATION</u>

6.1 General Requirements

A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).

B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.

C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.

D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.

E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.

F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.

H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.

I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 15.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.

6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: Consultant Services | Ohio Department of Transportation.

7. <u>R/W/UTILITIES/RAILROAD COORDINATION</u>

7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.

7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.

7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

8. ADVERTISING, SALE, AND AWARD

8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

9. CONSTRUCTION CONTRACT ADMINISTRATION

9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

10. CERTIFICATION AND RECAPTURE OF FUNDS

10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.

10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

14. <u>THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS</u>

14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.

14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.

14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. <u>NOTICE</u>

15.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

Jeff Weckbach, MPA-Town Administrator	**Tammy Campbell, P.E. -Deputy Director**
Colerain Township	**Ohio Department of Transportation-D08**
4200 Springdale Road	**505 South SR 741**
Colerain Township, Ohio 45251	**Cincinnati, Ohio 45036**

16. GENERAL PROVISIONS

16.1 *Financial Reporting and Audit Requirements*: If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of $750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.[1] Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

16.2 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

[1] Per 2 CFR §200.502

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

16.3 *Ohio Ethics and Conflict of Interest Laws*: LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest law as provided by ORC102.03, 102.04, 2921.42 and 2921.43, and CFR 1.33.

16.4 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

16.5 *Trade:* Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

16.6 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.

16.7 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

16.8 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.9 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

16.10 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

16.11 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

16.12 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Colerain Township	**STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Title: Jeff Weckbach Township Administrator	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES USES	FHWA FUNDS			LPA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	$262,615	50	4TC7/ K108	$262,615	50	4BG7				$525,230
PROJECT CONSTRUCTION COSTS				$502,564.44	100	4BG7				$502,564.44
INSPECTION	$0	50		$0	50					$0
INSPECTION				$71,945.61	100					$71,945.61
TOTALS	$262,615			$837,125.05						**$1,099,740.05**

HAM CR 96 5.25
Springdale Road
COUNTY-ROUTE-SECTION

Attachment 2

117209
PID NUMBER

37748
AGREEMENT NUMBER

F4A1H7D2VE13
SAM UNIQUE ENTRY ID

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We_______*(INSERT NAME OF LPA)*________request that all payments for the Federal/State share of the consultant costs of this Agreement performed by _______*(CONSULTANT'S NAME)*____________be paid directly to _______________*(CONSULTANT'S NAME)*______.

LPA Name:	**Error! Reference source not found.**
Oaks Vendor ID:	0000000000
Mailing Address:	**Error! Reference source not found.**
	Error! Reference source not found.
LPA signature:	

Consultant Name:	**Error! Reference source not found.**
Oaks Vendor ID:	0000000000
Mailing Address:	**Error! Reference source not found.**
	Error! Reference source not found.
ODOT Approval signature:	

PUBLIC SERVICES

Department:	Administration
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability Strategic Goal #4: Expand Recreational Opportunities for all Ages

Motion Authorizing Township Administrator to Enter Into Grant Agreement with the Council on Aging
Recommend ADOPTION of the Motion.

Rationale:
The attached agreement is for the next cycle of funding for the congregate meals program and transportation program for the Senior Center. There is a local match that is required of under $5,000 and the grant will cover up to $32,265 in costs.

AMENDED AND RESTATED SERVICE AGREEMENT

between

COUNCIL ON AGING OF SOUTHWESTERN OHIO

and

COLERAIN TOWNSHIP BOARD OF TRUSTEES dba
COLERAIN TOWNSHIP SENIOR & COMMUNITY CENTER

Funded by THE OLDER AMERICANS ACT OF 1965, AS AMENDED, Part B through E, including the Nutrition Services Incentive Program ("NSIP"), Alzheimer Respite State Grant, and Senior Community Services State Funds.

October 1, 2024 through September 30, 2026

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into effective October 1, 2024 by and between Colerain Township Board of Trustees dba Colerain Township Senior & Community Center, hereinafter referred to as the "Provider," and Council on Aging of Southwestern Ohio, hereinafter referred to as "COA."

WHEREAS, COA is authorized by the Ohio Department of Aging ("ODA") to receive and disburse funding from Title III of the Older Americans Act of 1965, as amended ("OAA"), Nutrition Services Incentive Program ("NSIP"), and Senior Community Services State Subsidy, Alzheimer's Respite State Grant, and other funds, and to monitor the expenditure of such funds to assist in the provision of nutrition/social services to persons aged 60 and older, and/or their caregivers (Title III-E) and in order to promote independent living, and thereby reduce unnecessary institutionalization; and

WHEREAS, Provider submitted a proposal in response to a Request for Proposal to provide services funded by Title III of the Older Americans Act, Nutrition Services Incentive Program, and Senior Community Services State Subsidy ("RFP") released by COA on April 17, 2023; and

WHEREAS, COA accepted Provider's Proposal and desires to enter into an Agreement with the Provider to define the terms and conditions under which Provider is to furnish and bill for services provided.

WHEREAS, Provider and COA entered into an agreement on October 1, 2023 ("Prior Agreement") defining the terms and conditions under which Provider was to provide services outlined in Attachment C.

WHEREAS, Provider and COA desire to amend and restate the Prior Agreement to better reflect the current relationship of the parties.

WHEREAS, this Agreement is not intended to negate, terminate, supersede or otherwise relieve either party from any requirements, obligations, or liability under the Prior Agreement that occurred prior to the execution of this Agreement.

NOW THEREFORE, in consideration of the benefits to be derived by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Provider and COA agree as follows:

Provider shall serve the geographic area detailed in Provider's accepted Proposal, incorporated herein by reference;

Provider shall satisfy the service needs of older persons (individuals who are 60 years of age or older) with the greatest economic and social needs with particular attention to older persons who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and those who are at risk for institutional placement.

Provider shall provide only those services marked below and included in Attachment C shall provide the services in compliance with the specifically identified in rule 173-3-07 and rules 173-4-05 thru 173-4-09 of the Ohio Administrative Code ("OAC") or the COA Service Specification, whichever is applicable to the specific service:

- **Congregate Dining Projects (see service specification)**
- **Transportation Rule (see service specification)**

Provider shall meet all COA specific objectives for giving service priority to specific consumer groups.

Provider shall request reimbursement for services provided within the time frames established by COA and in a format prescribed by COA.

Provider shall have, and maintain during the entire term of this Agreement, a computer with high-speed Internet access (minimum DSL and/or cable modem), and a printer either connected directly to the computer used for accessing the Internet, or available as part of a local area network; and shall ensure it can connect to the Internet and access Wellsky Aging & Disability System (Wellsky) formerly known as SAMS, the web-based application used for reporting.

SECTION I – SERVICES AND REVENUE

A. Under this Agreement, Provider shall provide the services identified on the Service and Funding Schedule ("Schedule") of this Agreement, in the service unit specified, and at the reimbursement unit rate indicated on the Schedule for a total dollar amount not to exceed the amounts listed under "Title III," "Senior and Community," "NSIP," and Total Funding. (The Schedule is attached hereto this Agreement and made a part hereof.)

B. Provider shall furnish the required "Minimum Match" (as stated on the Schedule), derived from non-federal sources, of total program costs as specified for each service category.

C. Funding is contingent upon COA's receipt of the projected Title III/NSIP, and/or State funds from ODA and subject to the terms and conditions stated herein. COA has the right to disburse and/or retain funds as it determines best benefits the program, subject to the terms and conditions under which the funds were allocated and the terms and conditions stated herein. This Agreement does not include an opportunity for rate increases.

D. Although the amended and restated Agreement is for 2 years, through September 30, 2026, the funding as indicated on the Schedule is only awarded for the Title III 2025 program year, October 1, 2024 through September 30, 2025. Funding will be awarded for program year 2026 (October 1, 2025 through September 30, 2026), at COA's sole discretion based on, but not limited to: provider performance, available funding, program requirements and priorities, consumer needs, and COA's Mission and Vision.

E. COA at its sole discretion may adjust Schedules, which includes rates and units, based on Provider performance or lack thereof, unforeseen situations, change in funding, change in law, or to best meet the needs of consumers or the program. Additionally, COA, at its sole discretion, at times during the term of this Agreement may offer Provider an opportunity to request unit revisions to the Schedules. Such revisions shall be requested in writing in a format provided by COA and must be submitted with written justification for the requested revision. No such revisions shall be considered in effect until COA has received the signed revised schedule from Provider.

F. All sources of revenue shall be expended for the benefit of services stated on the Schedule.

G. Provider will not be reimbursed for any service unless a valid Agreement is in place at the time the service is provided. The Agreement is not valid until it has been signed by authorized representatives from both COA and Provider and cannot be considered retroactive to the effective date listed within the Agreement if either of COA or Provider sign at a later date.

SECTION II – EARNING AND DISBURSING OF FUNDS

A. Title III, NSIP, and/or State funds are earned under the following conditions:

   1. Upon providing units of service to persons age 60 and over, and/or caregivers (if expending Title III E funds) in compliance with the rules as stated in the OAC.
   2. Upon submission of the required data in SAMS and/or other reports as required by COA, documenting the delivery of such service.
   3. Upon furnishing the “Required Minimum Match” of total program costs from non-federal sources for each service category.

B. Provider will be reimbursed monthly by COA, contingent upon the conditions of this Agreement being met and Provider timely invoicing for services delivered according to a “Billing and Payment Schedule” available in the Service Providers section on COA’s website, *www.help4seniors.org*. COA will issue payment directly to the Provider via Electronic Funds Transfer (EFT). COA will not issue payment to any third-party, even if directed to do so by the Provider.

C. Compensation will be based on the unit rate as listed on the Schedule and the actual units provided during the previous month of this Agreement as reported by the Provider using Wellsky. Total dollars reimbursed under this Agreement will not exceed the amounts listed on the Schedule. COA retains the right throughout the term of this Agreement to issue revisions to the Schedule, including unit rates, units planned, and dollars, if Provider’s performance, change in funding, or other conditions warrant such action.

D. In the event Provider is paid for services not allowable under the terms of this Agreement, the amount of overpayment will be deducted from future reimbursements to Provider. If the amount of future reimbursement is insufficient to cover this obligation, or if final payment to Provider under this Agreement already has been made, then Provider shall refund the overpayment amount to COA within ten (10) business days of receiving the written request for repayment.

E. If necessary, adjustments may be made by COA, at intervals to be determined by COA, in order to reconcile differences between COA’s disbursement of Title III/NSIP and/or State funds to Provider and the earning of such funds by Provider. COA may redistribute funds if Provider is not, in a timely manner, earning the funds it was awarded and if COA determines the provider is not, in a timely manner earning the funds it was awarded in the Agreement.

F. Provider shall report the “Required Minimum Match monthly.” Additionally, Provider shall furnish COA with proof of the “Required Minimum Match” upon request of COA. Failure to report the match or provide such proof may result in Provider remitting to COA, upon demand, all unearned funds.

G. Provider shall maintain a service utilization rate of at least 90% for each service provided pursuant to the Agreement. For any service for which the Provider does not maintain an 90% service utilization rate, COA, in its sole and absolute discretion, retains the right to adjust funding, terminate the specific service from the Provider Agreement, or take such other action to benefit the program, up to and including, terminating the Agreement for all services the Provider is contracted to provide pursuant to the Agreement.

H. The Provider is required to collect and report program income to COA as outlined in the service specification using a method established by COA. The current method of reporting program income is through an internet site called Survey Monkey. The program income reporting survey can be found on COA's website, *www.help4seniors.org*. COA reserves the right to change the method for submitting program income.

Provider shall allow and encourage voluntary contributions for services reimbursed with OAA funds:

1. Offer each consumer an opportunity to contribute voluntarily to the cost of the service.
2. Clearly inform each consumer that there is no obligation to contribute, and that the contribution is purely voluntary.
3. Protect the privacy of each recipient with respect to the consumer's contribution or lack of contribution.
4. Establish appropriate procedures to safeguard and account for all contributions.
5. Use all contributions collected to expand the services under Title III/NSIP and or State funds for which the contributions were given.
6. Have a written policy that incorporates all of the above and is available for service recipients.

Provider may develop a suggested contribution schedule for services; however, Provider must consider the income ranges of older persons in the community. Means tests are not allowed. Provider may not deny any older person a service because the older person will not or cannot contribute to the cost of the service

I. For Services that require cost sharing (see OAC Rule 173-3-07 and the Service Specifications available at *www.help4seniors.org*), and on Ohio's website https://codes.ohio.gov/ohio-administrative-code/173 provider shall establish a consumer cost sharing policy that includes:

1. The sliding-fee schedule below which determines the percentage of the actual (or partial) contracted cost of a unit of service that the Provider shall suggest that a consumer pay based upon the consumer's individual income as a percentage of the federal poverty level found in the federal poverty guidelines, which are updated periodically in the federal register by the U.S. Department Of Health And Human Services under 42 U.S.C. 3302 (2);

SLIDING-FEE SCHEDULE	
INCOME LEVEL	SUGGESTED COST SHARE
149% and below	0%
150-174%	10%
175-199%	20%
200-224%	30%
225-249%	40%
250-274%	50%
275-299%	60%
300-324%	70%
325-349%	80%
350-374%	90%
375% and above	100%

2. A requirement to determine the consumer's individual income solely by the consumer's self-

declaration with no requirement for verification;

3. A procedure for collecting consumer cost-sharing payments from a consumer receiving consumer-directed services;
4. A requirement to distribute written materials to consumers that explain: (a) The services subject to consumer cost sharing; (b) The procedure for sharing costs; (c) The sliding-fee schedule; and (d) That a provider may not decline to provide a service because a consumer fails or refuses to share costs.
5. A requirement to provide a receipt to a consumer or family caregiver who makes a payment;
6. A procedure for safeguarding and accounting for all consumer cost-sharing funds collected;
7. A requirement to retain records of all consumer cost-sharing funds collected;
8. A requirement to keep the consumer's declaration of income (or non-declaration of income) and cost- sharing payment history confidential; and,
9. A requirement to use the funds collected from consumer cost sharing to expand the capacity to provide the service for which the funds were given.

J. Unexpended(left over) funds held by Provider at conclusion/termination of this Agreement shall be returned to COA.

K. Provider shall return to COA any funds received for providing services if the provision of the service did not comply with the OAC, the Ohio Revised Code ("ORC"), or any other law that regulates the provider or the services provided.

SECTION III – RECORDS AND DOCUMENTATION, CONTROL POLICIES AND MONITORING

A. RECORDS AND DOCUMENTATION

1. Provider may use an electronic system to collect or retain records but must ensure that the system is secure.
2. Provider is required to store consumer records in a designated locked storage space, or within a secure, password protected, electronic file format.
3. Provider shall insure that any records relating to costs, work performed, supporting documentation for payment of work performed, all deliverables, and any other records necessary to fully disclose the extent of services provided under this Agreement are maintained and made available at all reasonable times for auditing or monitoring by COA, ODA, the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government (or designees of any of these entities). The above listed records and documentation are to be retained for not less than three (3) years from the expiration of this Agreement or submission of final report (whichever is later). If a monitoring or audit is initiated within the three (3) year period, the Provider shall retain the records until the monitoring or auditing is concluded and all issues or exceptions are resolved, even if doing so requires the provider to retain records for more than three (3) years.
4. Provider shall retain all records regarding employee background checks and qualifications, including records on initial qualifications and successful completion of orientation and subsequent training (if required), until all of the following periods of time have passed:

   - Three (3) years after the date the provider no longer retains the employee.
   - The date on which ODA, COA, or a duly authorized law enforcement official concludes monitoring the records and any findings are finally settled.
   - The date on which the auditor of the state of Ohio, the inspector general, or a duly

authorized law enforcement officials concludes an audit of the records, and any findings are finally settled.

Provider shall not use or disclose any information, systems, records, or other protected health information (45 CFR 160 and 164 (A) and I) made available to it by COA for any purpose other than to fulfill its obligations under this Agreement. Further, Provider agrees to comply with all applicable Federal and State confidentiality laws including without limitation, The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as Amended, and all other regulations applicable to the program(s) under which this Agreement is funded.

5. Provider shall not use or disclose any information concerning a consumer for any purpose, directly associated with the provision of services, unless the provider obtains and retains the consumer's written or electronic informed consent to disclose and the purpose for the disclosure is associated with the provider's provision of services to the consumer. Provider shall not use or disclose any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.

B. CONTROL POLICIES AND MONITORING

1. COA, ODA, the State Auditor, the Ohio Inspector General, the Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, shall at all times have the right to inspect the sites, products, procedures and plans of Provider, books, documents, papers, and records of Provider which are directly pertinent to the specific Agreement for the purposes of conducting an audit, examination, taking excerpts, and making transcriptions, determining compliance with all applicable laws and regulations of any kind and the terms and conditions of this Agreement.

2. COA's Contract Auditor will perform a compliance and financial review. This review shall include a comprehensive review of all applicable documentation including but not limited to a test of consumer eligibility, and a review of documentation to verify compliance with the non-Federal matching and all other contract requirements. The timing of the audit performed shall be at the discretion of COA. Provider shall participate in good faith including assisting COA and/or ODA with providing access to Provider's business site(s) during the Provider's normal business hours, a place to work in Provider's business site(s), and access to all policies and records for each unit of service billed. Provider will cooperate fully to accomplish said audit. The timing of the audit performed shall be at the discretion of COA.

3. Provider shall retain all records relating to costs, work performed, supporting documentation for payment of work performed and all deliverables pursuant to this agreement and will file it in a manner allowing it to be readily located for monitoring by COA, ODA, or their duly authorized representatives. Adequate measures will be taken by COA to insure that records of a confidential nature will not be compromised. It shall be the responsibility of Provider to obtain releases of information from program participants for any personal information found in the records, data files, etc., maintained by Provider. The release shall permit authorized COA representatives to examine said personal information for evaluation and monitoring purposes. If, in the judgment of COA, the Provider is found to be in violation of this section or unable to carry out its provisions, COA at its option, upon written notice may suspend, amend, or terminate this Agreement.

4. Provider agrees to accept responsibility for receiving, replying to, and/or complying with

any audit exceptions directly related to the provisions of this Agreement. Provider agrees to accept the conclusions of, and to be bound by, the results of the audit(s) and to pay to COA, upon demand, within ten (10) business days after receipt of written notice to do so, the full amount as may be determined in any audit exception. COA can extrapolate an amount due based on an audit exception rate from a random sample and then applied to the full volume of services paid by COA. If the provider requests a larger review beyond the random sample, the costs of the extended audit will be paid in full by the provider. COA, at its sole discretion, may establish a repayment plan for the Provider, may recover funds from future payments due Provider, or COA may hold earned/billed funds in escrow until an audit is complete. Provider agrees to submit to COA a copy of the annual independent certified public audit of the funds (financial audit) earned by Provider pursuant to this Agreement. COA requires an audit for each year funds are expended under this Agreement. Copies of the financial audit of funds expended under this Agreement are due within nine (9) months of the end of the program year (the program year ends September 30th). The auditor must use OMB Circular No. A-133 guidelines, if applicable. Non-submission or late submission of the required financial audit may be grounds to terminate this Agreement.

SECTION IV - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA")

Provider shall maintain adequate safeguards to prevent access, use or disclosure of individually identifiable health information. Provider agrees that it shall be prohibited from using or disclosing patient identifiable health information provided or made available for any purpose other than as expressly permitted or required by law and only after obtaining the consumer's written, informed consent to do so. Provider ensures that any subcontractor or agent to whom it may disclose patient identifiable health information is bound by the confidentiality terms of this Agreement and by law. The Provider will retain consumer records in a secure manner, whether it is in a designated locked storage space, or within a secure, password protected, electronic file format.

SECTION V - INDEMNIFICATION

At all times during the term of the Agreement and to the extent permitted by law, Provider hereby agrees to indemnify COA, together with their respective trustees, members, directors, officers, employees, assigns, and agents, and to hold COA harmless from and defend COA against any and all claims, demands, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and court costs) arising in connection with or resulting from any breach or violation of this Agreement by Provider or negligent acts or omissions of Provider or anyone acting on Provider's behalf. Nothing herein shall limit the right of COA to direct and participate in its own defense at the expense of Provider.

SECTION VI - APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ESTABLISHED POLICIES AND PROCEDURES

A. This agreement is for the provision of goods or services paid with federal funds that the United States Department of Health and Human Services appropriated to the Ohio Department of Aging (ODA). ODA, in turn, allocated the federal funds to the Area Agency on Aging. The agreement is subject to federal laws and rules, state laws, ODA's rules and regulations, and executive orders with jurisdiction over the agreement or any service procured through the agreement.

B. Provider shall conform to the requirements of all applicable federal, state, and local laws, federal circulars, regulations, and established policies and procedures incorporated by reference herein, including, but not limited to the following, all as may be amended from time to time:

1. OAC, including but not limited to, Chapter 173-3–1 thru 173-3-09 the rules relating to provider contracts and service delivery and Chapter 173-4–1 thru 173-4-09 relating to nutrition and nutrition related services; COA Policies and Procedures, including Service Specifications;
2. Provider's Proposal submitted in response to "Request For Proposal From Established Organizations To Provide Services Funded By Title III Of The Older Americans Act, NSIP and Senior Community Services State Subsidy;"
3. Scope of service provided by the State of Ohio
4. Civil Rights Act of 1964, as Amended;
5. Section 504 of the Rehabilitation Act of 1973, as Amended;
6. Older Americans Act of 1965, as Amended; Subparts C and D of 45 C.F.R. Part 75 as Amended, 45 C.F.R. 75.327 to 75.335, including Appendix II to 45 C.F.R. Part 75
7. Federal Fair Labor Standards Act of 1938 (FLSA), as Amended, including but not limited to the provisions of FLSA relating to payment for travel time; payment for all hours worked and payment of the minimum wage and overtime;
8. Age Discrimination Act of 1975, as Amended;
9. Age Discrimination in Employment Act of 1967, as Amended;
10. Americans with Disabilities Act of 1990;
11. State and local health, fire, safety, zoning, and sanitation codes;
12. Drug-Free Workplace Act of 1988;
13. Federal, state, and local regulations regarding taxes, unemployment, and workers compensation;
14. Health Insurance Portability and Accountability Act ("HIPAA")
15. Family Medical Leave Act ("FMLA"); and
16. Uniformed Services Employment and Reemployment Rights Act ("USERRA")

C. Provider shall, at its sole cost, comply with the criminal records background check and database requirements in accordance with ORC Section 173.38 and OAC Rule 173-9.

D. Provider shall comply with all state and federal laws prohibiting discrimination in employment. This includes discrimination based on race, religion, national origin, color, sex, sexual orientation, age, disability, or Veteran status. Provider agrees to post in conspicuous places, notices stating that Provider shall comply with all applicable federal and state non-discrimination laws. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, age, disability or military status.

E. Provider shall incorporate the foregoing requirements in all Subcontracts for work hereunder. Subcontracts shall not be made without the prior knowledge and authorization of COA.

F. Provider shall, upon request, furnish COA with Provider's payment of wages policy, as evidence of compliance with the Fair Labor Standards Act.

G. If a federal, state, or local government regulatory authority prohibits the Provider from providing the services required by the Agreement, the Provider shall notify COA of the disciplinary action and COA shall, simultaneous to the date of the regulatory authority's disciplinary action, deem the provider to be ineligible to be paid with Older Americans Act funds for providing services to consumers.

SECTION VII - EQUAL EMPLOYMENT OPPORTUNITY

A. Provider shall comply with all state and federal laws prohibiting discrimination in employment. This includes discrimination based on race, religion, national origin, color, sex, sexual orientation, age, disability, or Veteran status. Provider agrees to post in conspicuous places, notices stating that Provider shall comply with all applicable federal and state non-discrimination laws. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, age, disability or military status.

B. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider will comply with all applicable Federal and State non-discrimination laws.

C. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era Veteran status.

D. Provider shall incorporate these requirements in all subcontracts for work completed under this Agreement.

E. Provider shall update its Affirmative Action Plan annually, and upon request, shall furnish COA with its antidiscrimination and affirmative action plan as evidence of compliance with Title VII of the Civil Rights Act, Age Discrimination in Employment Act, Executive Order 11246 and Revised Order No 4, if applicable, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

SECTION VIII - DEBARMENT AND SUSPENSION

Provider certifies that neither it nor its principals are or at any time during this Agreement will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any state or federal department or agency. The term ‘principal’ for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, including a consultant or other person who occupies a technical or professional position capable of substantially influencing the control or operations of the Provider’s business. Provider shall notify COA immediately in the event it becomes aware of any such actual or proposed debarment, suspension, ineligibility, or voluntary exclusion. Failure to provide such notice shall constitute material breach of this Agreement.

SECTION IX - INSURANCE

A. Provider, at Provider’s sole cost and expense, agrees to carry and maintain in full force, with no interruption of coverage during the entire term of this Agreement. The insurance must be through a carrier with a financial rating of A or better, licensed to provider insurance in Ohio and reasonably acceptable to COA. Provider agrees to ensure insurance items 6 and 7 are in place no later than 1/1/2025.

   1. Comprehensive general liability minimum of $1,000,000 per occurrence and $2,000,000

annual aggregate.

2. Third Party Fidelity or similar insurance covering client loss due to theft of client's property or money by any employee or volunteer of Provider.
3. Commercial automobile liability insurance, covering all vehicles that are used or operated by Provider to deliver service(s) with coverage against claims for property damage, bodily injury, mental anguish and/or death in the amount of not less than $1,000,000 per occurrence if providing transportation services.
4. Workers' Compensation Insurance. Provider shall provide evidence of Workers Compensation insurance, including Statutory Coverages for the state(s) in which you are providing services, and Employers Liability of $1,000,000. The Provider shall provide all necessary unemployment and workers' compensation insurance for the Provider's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under the contract.
5. Provider of health care services, social work/counseling, and nutritional consultation shall carry and maintain professional liability insurance insuring Provider and such professionals against any and all claims, actions, causes, costs, and expenses relating to or arising out of the performance of services under this Agreement, on an occurrence basis, or claims made with appropriate tail coverage. The minimum amount of coverage shall be $2,000,000 for each incident and $2,000,000 annual aggregate.
6. Sexual Abuse & Molestation Liability Insurance should be included in the amount of not less than $2,000,000 for the following services: home delivered meals, home care assistance, transportation, independent living assistance, supportive services, and adult day services.
7. Umbrella/Excess Liability Insurance coverage should be included the amount of not less than $1,000,000 for the following services: electronic monitoring systems, home medical equipment, congregate meals, ombudsman, legal services, wellness and social isolation services, caregiver support groups and telephonic or group behavioral health. Coverage should include the amount of not less than $2,000,000 for the following services: minor home repairs, environmental services, independent living assistance, and supportive services. Coverage should include the amount of not less than $4,000,000 for the following services: home delivered meals, home care assistance, transportation, and adult day services.
8. A fidelity bond covering all individuals authorized by Provider to collect and/or disburse funds shall furnish COA with a Certificate of Insurance evidencing Provider's liability insurance meets the proper requirements. All insurance certificates shall name "Council on Aging of Southwestern Ohio" as an additional insured on a primary and noncontributory basis, including Products/Completed Operations, and shall include a provision that requires written notice to COA at least thirty (30) calendar days in advance of any change, cancellation, or non-renewal of coverage. Cancellation or non-renewal of required insurance, or not furnishing COA with evidence of required insurance coverage, shall be grounds to terminate this Agreement.
9. Provider understands that it is responsible for ensuring a current Certificate of Insurance is received by COA's Procurement and Provider Services Department by emailing it to Provider_Services@help4seniors.org with at least thirty (30) days advance notice, and in any event, will provide notice as soon as reasonably practicable, whenever a change is made to the Provider's Insurance coverage including, but not limited to, change of Insurance carriers, change in coverage, or renewal of coverage.
10. Provider waives all rights of subrogation against COA for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
11. Provider further agrees that in the event its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Provider shall continue such policy in effect for the period of any statute or

statutes of limitation application to claims thereby insured, notwithstanding the termination of this Agreement.

12. The insurance required under this Agreement shall cover the acts or omissions of both paid employees and volunteers working for Provider.
13. Provider shall require the same amount of insurance from all subcontractors utilized under this Agreement.

SECTION X - AMENDMENT / MODIFICATION

This Agreement may not be amended except through a written instrument signed by both parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein, or The Scope of Services, provided by the State of Ohio, will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

During the term of this Agreement COA may adopt provider quality measures ("PQMs") designed to ensure that all providers are meeting expected quality performance standards. Any PQMs adopted shall be generally applicable to providers providing services through contracts with COA. COA reserves the right to unilaterally modify the Agreement, upon written notice to the Provider, to implement PQM adopted by COA after the date of this Agreement.

Provider's performance, as measured by PQMs, may be used by COA to meet minimum PQMs as grounds for imposing sanctions on Provider.

SECTION XI – TERMINATION AND ASSIGNABILITY

The Agreement by and between Provider and COA effective on October 1, 2024 shall remain in effect, unless amended or terminated by one or more of the parties, through September 30, 2026. This Agreement may be renewed or extended upon the mutual written agreement of Provider and COA.

All provisions in this Agreement that by their terms must be performed after termination or expiration of this Agreement (e.g., records, retention, auditing requirements, etc.) shall survive such termination or expiration.

Either party may at any time during the term of the Agreement or any extension thereof, with or without cause and without having to show a breach, terminate this Agreement by giving thirty (30) days' notice if terminated by COA, and ninety (90) days' notice if terminated by Provider, in writing to the other party of its intention to do so.

Provider must notify COA of its intent to terminate this Agreement prior to notifying clients (being serviced by Provider for COA under this Agreement) of such termination. Provider will assist with the transition of clients to another contracted COA Provider as requested by COA. All such notices shall be in writing and shall be delivered according to the "Notice Requirements" provided in Section 16 of this Agreement.

Provider will be reimbursed for billable services delivered up to the date of termination if the following criteria is met:

1. Provider has been billed for the services within seventy-five (75) days from the date of service delivery.
2. Provider provides service in accordance with the Conditions of Participation, the applicable Service Specifications, and all conditions set forth in this Agreement.

COA may terminate this Agreement immediately, in the event COA determines in its sole discretion that the Provider has committed any of the following, including but not limited to, neglect, misconduct, fraud, misappropriation, embezzlement, violation of any of the provisions of this Agreement, or due to funding decline.

In the event funds to finance this Agreement, or part of this Agreement, become unavailable, the parties will make best efforts to provide twenty (20) days written notice to the other party prior to termination. COA shall be final authority as to the availability of funds. All such notices shall be in writing and shall be delivered according to the "Notice Requirements" provided in Section XIII of this Agreement.

If, in the opinion of COA, the Provider has materially breached any of the terms of this Agreement, COA shall deliver to Provider written notice detailing the nature of the breach. If Provider has not cured or made arrangements satisfactory to COA to cure the breach within ten (10) working days of receipt of the written notice thereof, COA, at its sole discretion, may suspend or terminate this Agreement immediately upon written notice to Provider.

COA, or the agency under contract to administer Care Management for COA, reserves the right to disenroll clients from service by Provider at any time within its sole discretion which shall not be deemed a breach of this Agreement by COA.

ASSIGNABILITY

A. Except as expressly provided herein, neither COA nor Provider has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without the prior written consent of the other. COA and Provider each bind themselves, their successors, and assignees to this Agreement.

B. If Provider is purchasing or being purchased by, or merging with, another entity (even if the purchasing/merging entity is a Provider with an existing Service Provider Agreement with COA), Provider shall provide written notice to COA at least ninety days (90) prior to the effective merger or purchase date. COA reserves the right to not approve any assignment of this Agreement by Provider due to purchase or merger, if in COA's sole discretion, it is not in the best interest of COA or its clients. Provider must notify COA prior to notifying clients (being serviced by Provider, for COA under this Agreement) of such purchase or merger. Provider will assist care managers with transition of clients to another contracted COA Provider as necessary. Provider acknowledges that COA's approval of a purchase of, or merger with, another entity may be contingent on the amendment of the terms of this Agreement.

C. In the event that Provider subcontracts any of its obligations hereunder, Provider shall not be released from said obligations and Purchaser shall remain directly liable to COA for compliance with all of the terms of this Agreement and full performance of all of Provider's obligations hereunder as, and when the same are due.

SECTION XII – NOTICE REQUIREMENTS

Whenever, under this Agreement, notice is required to be given, it shall be in writing and shall be emailed immediately to Provider_Services@help4seniors.org, and hand-delivered or sent via the United States Certified Mail or an overnight express carrier, postage prepaid, return receipt requested, to the party to receive the notice at:

If to COA to:	Suzanne Burke, Chief Executive Officer Council on Aging of Southwestern Ohio 4601 Malsbary Road Blue Ash, Ohio 45242

If to Provider to: Colerain Township Senior & Community Center
4200 Springdale Road
Cincinnati, Ohio 45251
Attention: Jeff Weckbach, Administrator

SECTION XIII – MISCELLANEOUS

A. **APPEALS:**
Provider shall have the right of appeal regarding actions taken by COA pertaining to this Agreement per the COA Appeals Process Policy and OAC Rule 173-03-09. (See Appendix C of the 2023 Title III RFP.)

B. **CONFLICT OF INTEREST**:
Provider agrees to have in force a written conflict of interest policy that, at a minimum:

1. Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.
2. Provides that no employee, board member, or other person who exercises any decision-making function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency.
3. Assures that no immediate family member of any person(s) employed by the Provider can be a member of the Provider's Board of Trustees or ruling body.
4. Assures that no purchase of supplies, vehicles, or equipment is made with COA funds from any person(s) employed by the Provider or from an immediate family member of any employee. An immediate family member is defined as spouse, parent, grandparent, brother, sister, child, or in-law.

C. **RELATIONSHIP OF THE PARTIES**:
This Agreement shall not be construed to represent the creation of an employment agency, partnership, or joint venture agreement between the parties. It is mutually understood and agreed that Provider is and shall at all times be considered to be engaged by COA to perform services as an independent contractor. Provider is not an agent or employee of COA by virtue of this Agreement. COA shall neither have nor exercise any control or direction over the methods by which Provider shall perform Provider’s work and functions under this Agreement, provided that all services shall at all times be performed in a manner consistent with all relevant professional standards and the provisions of this Agreement. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, subcontractors of the other party.

D. **MEDIA, PUBLIC RELATIONS, AND OUTREACH**:
Provider shall collaborate with COA to help ensure that media relations, public information, and outreach related to this Agreement, or the services provided under this Agreement are mutually beneficial to the Provider and to COA including any use of social media.

Any outreach campaigns, including media relations, shall be coordinated with the COA Communications Director prior to planning such campaigns, Program information, whether in print or electronic format, shall include at a minimum, the COA Agency Partner logo and a statement that the program is administered by Council on Aging of Southwestern Ohio. Formats for such information include, but are not limited to brochures, annual reports, news releases, media interviews, and web site content. The COA Agency Partner logo can be downloaded from the COA website, www.help4seniors.org, under Service Provider Information. Or, upon request to the Communications Director, COA will furnish Provider with logo in electronic format.

If provider has a web site that includes content about the Services provided by this Agreement, Provider shall establish and maintain a link from the COA section to the COA website, www.help4seniors.org.

Although information about and generated under this Agreement may fall within the public domain, Provider will not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the COA Communications Director, unless Provider is required to release requested information by law.

Except where COA approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents COA may provide to Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities. If contacted by the media about this Agreement, Provider agrees to notify the COA Communications Manager in lieu of responding immediately to media queries. If it is not feasible for the Provider to contact the Communications Manager first, the Provider may discuss with the media general service provision only as related to the Agreement.

Nothing in this section is meant to restrict Provider from using Agreement information and results to market to specific clients or prospects.

Provider shall not make any monetary, material or "in kind" contribution of any nature to COA or any COA staff member, manager, trustee, officer or agent. COA reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of Providers' performance under the Agreement.

Provider will ensure that no information about, or obtained from, an individual and in its possession will be disclosed in a form identifiable with an individual without the informed consent of the individual. Lists of individuals compiled due to the Services will be used solely for the purpose of providing social services, only with the informed consent of each individual on such list.

E. **MAJOR UNUSUAL INCIDENT** (INCLUDING ABUSE, NEGLECT, OR EXPLOITATION)

Provider shall have a written policy detailing procedure for reporting major unusual incidents.

Provider shall notify COA of any and all major unusual incidents that impact the Provider and/or any consumer served pursuant to this Agreement. The notification shall be phoned or e-mailed to COA's Manager of Provider Services immediately, within one hour, after the Provider becomes aware of the major unusual incident. Provider agrees to furnish, upon request of COA, any reports relating to such incident and to cooperate with COA and/or its authorized representatives in any investigation of any major unusual incident.

A major unusual incident is any alleged, suspected, or actual occurrence of an incident/event that could adversely affect the health or safety of a consumer, the credibility of Provider's staff or organization, or any incident in which COA or Provider may have liability. Major unusual incidents include but are not limited to: abuse; neglect; suspicious accident; death from abuse, neglect, serious injury, or any reason other than natural causes; criminal or suspected criminal acts; a police, court/legal, or public complaint which has the potential to be reported to the media or elected officials or any in which COA or Provider may have liability; lawsuit or potential lawsuit.

Additionally, any Provider shall immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the provider has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation, and has the consent of the consumer in accordance with section 5101.63 of the Revised Code.

F. **SPECIAL CONDITIONS**

Provider also agrees to the following special conditions:

1. Notify COA's Provider Services department of any new staff members that fulfill the role of Executive Director, Program Administrator, Accounting officer, or any other new officers who are responsible for major decisions and/or the financial obligations of the Provider. These notifications must be sent within (5) business days of the change and should be sent to Provider_Services@help4seniors.org.
2. Complete the required background checks as outlined in the Service Specifications, including background checks on any Executive Director, Program Administrator, Accounting officer, or any other officer responsible for major decisions and/or the financial obligations of the Provider.
3. For any Provider who is registered as a non-profit the Provider will supply COA's Provider Services department with the name and contact information for the Provider's Board President. This information should be sent to Provider_Services@help4seniors.org within five (5) business days of contracting, and within five (5) business days of this position being filled by a new member.
4. Immediately notify COA's Manager of Provider Services of any incident that poses a health risk or may be viewed as a risk to the health and safety of any consumer**.** COA's Manager of Provider Services can be reached by phone at (513) 721-1025.
5. Notify COA's Manager of Provider Services of any interruption in service to all consumers or to a significant number of consumers served by Provider.
6. Include the phrase "Funded by the Ohio Department of Aging through Council on Aging of Southwestern Ohio" on all program literature purchased with Title III or State funds and whenever possible include the COA logo. (See section D above for usage information and instructions on obtaining logo.)
7. Menus of all Title III meals served under this Agreement must be approved by COA's dietitian or nutrition personnel.
8. Designated staff members, as applicable, are trained in first aid and CPR procedures.
9. Maintain an advisory council or Board of Trustees.
10. Assure that where State or local public jurisdictions require licensure for the provision of services, Provider will be licensed.
11. Cooperate with COA and ODA to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate with public and private resources in the field of aging to assist older disaster victims whenever the President of the United States or a local emergency management official declares that the Provider's service area is a disaster area. COA may also call upon Provider to assist in times of other disaster or emergencies as deemed necessary by COA.
12. Fulfill all NAPIS reporting requirements of ODA and COA.
13. All meals supervisors shall attend meal supervisor training sessions and meetings sponsored by COA.
14. Provider will ensure that no information about, or obtained from, an individual and in its

possession will be disclosed in a form identifiable with an individual without the informed consent of the individual. Lists of older persons compiled pursuant to the provision of Information and Referral will be used solely for the purpose of providing social services, only with the informed consent of each individual on such list.

15. Unless Provider has received a prior waiver from COA, Provider agrees to use a food service vendor specified in the Provider's RFP bid if the Provider is not a self-producer.
16. Provider will notify COA care management staff of any significant change that may necessitate a reassessment of a case-managed consumer's need for goods or services no later than one (1) business day after the provider is aware of a repeated refusal to receive goods or services; changes in the consumer's physical, mental, or emotional status; documented changes in the consumer's environmental conditions; or other significant, documented changes to the consumer's health and safety.
17. Provider will notify COA and the consumer in writing of the anticipated last day of service to a consumer in a care-coordination program no later than thirty (30) business days before the anticipated last day of service, unless the reason for discontinuing the service is the hospitalization, institutionalization, or death of the consumer; serious risk to the health or safety of the provider; the consumer's decision to discontinue the service; or a similar reason why the provider is unable to notify COA thirty (30) days before the anticipated last day of service. Provider shall also notify the consumer how he or she may reach a long-term care ombudsman.
18. Provider is required to sign up for email updates on ODA's rules by using the link on ODA's website https://aging.ohio.gov/see-news-and-events/subscribe/subscribe.

G. Emergency Preparedness

Policy Statement:

In an emergency, it is COA's responsibility to do what is necessary to sustain critical services to our clients. An "emergency" is defined as an event or series of events that places the operational capacity of COA at risk and/or significantly disrupts client services or places clients at risk. When such events occur, COA at its discretion, may activate a Continuity of Operations Plan ("COOP") in a form to be determined in the sole discretion of COA, and will coordinate efforts of the whole provider network in developing a response strategy and will also serve as the primary liaison to the local emergency management officials on behalf of the agency network. Providers are therefore expected to cooperate with these efforts and make their resources available to respond in a crisis. COA's COOP for responding to emergencies maybe activated at the discretion of the CEO and/or the Senior Leadership Team if any of the following circumstances apply:

- Operational capacity has been or is likely to be impacted for more than 72 hours
- If client services have been or are likely to be disrupted for more than 24 hours.
- If clients are or are likely to be at risk.
- If the magnitude of the event requires significant mobilization of resources.
- A weather alert or warning is issued by the National Weather Service and COA deems it necessary to prepare for weather which will significantly impact client services and business operations.

As emergencies do not always present themselves immediately and may develop over time, COA and the Provider must be able to recognize potential emergencies that place our operations or clients at risk. Clients may be at risk even if operations are not impacted, for example, a power outage during a heat wave.

Provider Requirements in an Emergency

The Provider agrees to the following:

1. The Provider will have a continuity of operations plan. At a minimum, that plan will include a plan for back-up operations should the provider's main business location become unavailable.
2. In the event of an emergency, COA will activate their Continuity of Operations Plan and notify providers that the COOP is activated and provide a single point of contact for the providers. Unless otherwise specified, COA's Procurement and Provider Relations Manager will serve as the primary point of contact and the Director of Business Operations will serve as the backup. Notification may be made by email, telephone, or website.
3. COA will take the lead in coordinating the response, unless COA's operations are significantly impacted by the emergency. The Provider will work with COA to coordinate the response. The Providers agree to follow the instructions provided by COA and local EMA officials. The Provider will deploy available resources to aid in the response effort even if the activity is outside the normal course of operations. This may include:
    a. Not closing operations, and standing ready to step up operations and services;
    b. Providing services beyond the provider's traditional territory;
    c. Deploying the provider's resources in different ways to include the provider's facility(s), equipment, staff, and resources (e.g., using the senior center as emergency shelter/housing).
4. The provider will notify COA immediately if the Provider is unable to provide services for which they are contracted and/or provide emergency response support as requested.
5. Providers will report information to COA immediately if they believe a situation is developing that may severely impact their operational capacity or place clients at risk and/or upon request of COA or emergency management officials.
6. The provider will notify COA immediately if the Provider has information about changes to client needs during an emergency.
7. COA will work with providers to seek funding, as available from other sources which become available when a state of emergency is declared, in the event the providers incur unfunded expenses in the effort to maintain client safety, sustain critical services, and/or meet critical needs not covered, but required due to the crisis. Providers will therefore track their expenses during crisis situations where COA has activated the COOP.
8. The Provider will participate in readiness activities such as planning for emergencies, tabletop, and other exercises, and providing contact and other organizational information.

H. **BREACH / WAIVER OF BREACH**:

If Provider has materially breached the terms of this Agreement, COA agrees to deliver to Provider a written notice detailing the nature of the breach and the timeframe within which the breach must be corrected (generally 10 days after receipt of the written notice thereof). If Provider has not corrected the breach within the timeframe specified by COA, COA, at its sole discretion, may sanction, suspend, or terminate this Agreement upon written notice of such sanction, suspension, or termination.

Notwithstanding anything herein to the contrary, in the event that COA determines Provider is in breach of this Agreement, COA shall have the right to withhold 5% of the next monthly payment due to Provider hereunder, pending Provider's cure of the breach to COA's satisfaction. In such event, one-half of said 5% withheld shall be paid to Provider upon cure of the breach, and the remaining one-half shall be paid to Provider 90 days after the cure of the breach so long as Provider is not then otherwise in breach of this Agreement. Such right to withhold is in addition to, and not in limitation of, COA's other rights and remedies under this Agreement or Ohio law in the event of Provider's breach of this Agreement.

The waiver of any breach of this Agreement shall not be construed to be a continuing waiver of or consent to any subsequent breach or default on the part of either party to this Agreement.

I. **SEVERABILITY**:
If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall, nevertheless, remain in full force and effect.

J. **PRIORITY OF DOCUMENTS**:
The Agreement, the RFP, the Application, the Ohio Department of Aging Current Administrative Rules, and other documents referenced therein shall be read so as to complement each other. However, in the event of an irreconcilable conflict in the terms thereof, the Ohio Department of Aging Current Administrative Rules shall control, then the provisions of this Agreement; then the RFP, then the Application, and then other documents referenced herein.

This Agreement together with the Exhibits constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior Agreements and understandings, whether written or oral.

K. **GOVERNING LAW**:
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to any conflicts of laws provision. Provider and COA each submit to the exclusive venue in the courts in Hamilton County, Ohio for any dispute arising out of or relating to this Agreement.

L. **RESTRICTION ON USE OF FUNDS:**
Provider agrees that funds will not be used by the Provider to engage in any claim or litigation against the COA, the State of Ohio or any department or division of the government. In addition, funds may not be used for any political campaign purpose.

M. **NON-DISPARAGEMENT:**
For the purposes of this section “disparage” shall mean any negative statement, whether written or oral about the other party. COA desires to resolve all complaints and disputes to the mutual satisfaction of all parties and has procedures in place for complaints and disputes to be addressed and resolved. As a part of this Agreement Provider affirms that neither it nor any of its officers, employees, or board members will publicly criticize, disparage, or defame COA, or its products, services, policies, officers, employees, or board members, with any written or oral statement or image, including, but not limited to, any statements made via websites, blogs, and postings to the internet, or email. This non-disparagement clause does not limit the Provider or any of its officers, employees or board members, the right to make statements to any government or law enforcement agency regarding criminal wrongdoing. Also, as a part of this Agreement COA affirms that neither it nor any of its officers, employees, or board members will publicly criticize, disparage, or defame Provider, or its products, services, policies, officers, employees, or board members, with any written or oral statement or image including, but not limited to, any statements made via websites, blogs, postings to the internet, or email. This non-disparagement clause does not limit COA or any of its officers, employees, or board members the right to make statements to any government or law enforcement agency regarding criminal wrongdoing.

N. **DISPUTE RESOLUTION:**
Provider agrees that any disputes between Provider and COA which are unable to be resolved between the parties shall be resolved in accordance with the applicable requirements, if any, under the Agreement between COA and the Ohio Department of Aging with respect to the delivery of services reimbursable with Federal and/or State Funds.

O. CONTINUITY OF OPERATIONS:

Provider should have a plan in place to ensure continuity of operations in the event of an emergency and other contingencies, including but not limited to weather related situations. The Provider will notify COA immediately if the Provider is unable to provide services for which they are contracted and/or provide emergency response support as requested.

This includes, but is not limited to, closing for the day for weather-related reasons. Providers will report information to COA immediately if they believe a situation is developing that may severely impact their operational capacity or place clients at risk and/or upon request of COA or emergency management officials. The provider will notify COA immediately if the Provider has information about changes to client needs during an emergency.

L. INCIDENTS AND ALERTS:

Provider shall notify COA of any and all major incidents that impact the Provider and/or any client served pursuant to this Agreement. The notification shall be phoned or e-mailed to COA's provider services department at Provider_Services@help4seniors.org immediately, within one hour, after the Provider becomes aware of the incident or the alert. Provider agrees to furnish upon request of COA any reports relating to such incidents and alerts and to cooperate with COA and/or its authorized representatives in any investigation of any major unusual incident.

L. PROVIDER NETWORK:

COA reserves the right, at its sole discretion, to expand and or refresh the Provider Network in any or all categories of service, to include the addition of categories or subcategories, or to meet geographic needs, by the issuance of additional RFP(s) or by other means, if it is deemed to be in the Client's best interest. COA intends to review and assess this need at least annually.

M. **INTELLECTUAL PRPERTY; CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION:**

COA shall have sole and exclusive rights to and interests in any rights, ownership, interests, to any and all intellectual property, including but not limited to copyrights, patents, technology secrets, commercial secrets and others, arising from the performance by the Provider of its obligations under this Agreement, whether developed by either Party. This provision shall survive the modification, termination, or expiration of this Agreement. Any and all intellectual property of COA and any and all confidential, proprietary and trade secrets of COA is and shall remain the property (hereinafter "IP") of COA at all times during this Agreement and thereafter. Such IP includes but is not limited to pricing information, strategic information and/or service delivery methodology or systems. COA does not transfer IP to the Provider or third-parties or authorize the Provider to disclose IP to third parties, without the express written consent of COA. COA preserves all legal remedies to protect its IP; and Provider agrees to Indemnify COA against losses or damages to COA as a result of any unauthorized use or disclosure of COA's IP.

N. CONFIDENTIALITY:

Confidential Information shall include but is not limited to any non-public information relating to COA, its programs, patients and its trade secrets that are disclosed pursuant to this Agreement and which Provider when receiving such information would reasonably ascertain that the information is proprietary and confidential due to its nature or markings. Confidential information may be shared only with and among those contracted or subcontracted to provide services under this Agreement and only for the purpose of fulfilling the requirements of this Agreement. In the event Provider discloses Confidential Information to its subcontractors, employees, agents and others, Provider shall be responsible for their compliance with the provisions of this Agreement.

O. NOTICE OF LITIGATION:

To the extent neither prohibited by the law nor violative of applicable privilege, Provider agrees to provide notice to COA, and shall provide follow-up information reasonably requested by COA regarding the nature, circumstances, and disposition of: (a) the result of any litigation brought against Provider or any of its employees, that is related to the provision of COA Services or Covered Services; (b) the result of any investigation initiated by any government agency or program against or involving Provider or any of its employees that does or could materially impact and/or adversely affect Provider's licensure, or certification to participate in Medicare, Medicaid, or other Government Programs; (c) any change in the Ownership or management of Provider other than a change in officers; and (d) any material changes in services provided by Provider or licensure status related to such services that has a material impact on the delivery of services under this Agreement. Provider agrees to use best efforts to provide COA with prior notice of, any actions taken by Provider described in this Section.

Provider is required to notify COA immediately by emailing Provider_Services@help4seniors.org about any of the following significant events:

1. Litigation related to the provision of services under this Agreement
2. Changes in ownership, key employees, and/or contact information
3. Change of address
4. Contract terminations from other funders
5. Any suspected or verified fraudulent activity
6. Change or loss of any licensing
7. Late payments or defaults on any loans
8. Liens against provider
9. Financial challenges including not meeting payroll, tax delinquency, significantly high amount of payables over 120 days.

P. SPECIAL CONDITIONS FOR ALL CONTRACTED PROVIDERS:

1. Notify COA's Provider Services department of any new staff members that fulfill the role of Executive Director, Program Administrator, Accounting officer, or any other new officers who are responsible for major decisions and/or the financial obligations of the Provider. These notifications must be sent within (5) business days of the change and should be sent to: Provider_Services@help4seniors.org.
2. Complete the required background checks as outlined in the Conditions of Participation and Service Specifications, including background checks on any Executive Director, Program Administrator, Accounting officer, or any other officer responsible for major decisions and/or the financial obligations of the Provider.
3. For any Provider who is registered as a non-profit the Provider will supply COA's Provider Services department with the name and contact information for the Provider's Board President. This information should be sent to Provider_Services@help4seniors.org within five (5) business days of contracting, and within five (5) business days of this position being filled by a new member.

Q. SPECIAL CONDITIONS FOR HOME DELIVERED MEALS PROVIDERS:

Providers of Home Delivered Meals agree to the following Special Conditions;

1. To attend meetings as requested by COA.
2. Menus of all meals served under this Agreement must be approved by COA's dietitian or other qualified licensed personnel.
3. Provider assures that where state or local public jurisdictions require licensure for the provision of services, the Provider will be licensed or will meet the requirements for licensure.
4. Provider will ensure that no information about, or obtained from, an individual and in its possession will be disclosed in a form identifiable with an individual without the informed consent of the individual. Lists of older persons compiled pursuant to the provision of

Information and Referral will be used solely for the purpose of providing social services, only with the informed consent of each individual on such list.

5. Provider will notify COA and the client in writing of the anticipated last day of service to a client in a care-coordination program no later than thirty (30) business days before the anticipated last day of service, unless the reason for discontinuing the service is hospitalization, institutionalization, or death of the client; serious risk to the health or safety of the provider; the client's decision to discontinue the service; or a similar reason why the provider is unable to notify COA thirty (30) days before the anticipated last day of services. The provider shall also notify the client how he or she may reach a long-term care ombudsman.

SECTION XIV - TERM OF THE AGREEMENT

This Agreement by and between Provider and COA is a multi-year term and shall be effective October 1, 2024 and shall remain in effect, unless amended or terminated by one or both of the parties, through September 30, 2026.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior Agreements and understandings, whether written or oral.

All provisions in this Agreement that by their terms must necessarily be performed after termination or expiration of this Agreement (e.g., records retention, auditing requirements, etc.) shall survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Provider: Colerain Township Board of Trustees dba Colerain Township Senior & Community Center
4200 Springdale Road
Cincinnati, OH 45251

______________________________ Date:________________

Jeff Weckbach
Administrator

COA: Council on Aging of Southwestern Ohio
4601 Malsbary Road
Blue Ash, OH 45242

Signed by:
Suzanne Burke
EA4020724CE14BB...
Date: 9/17/2024 | 11:19 AM EDT

Suzanne Burke
Chief Executive Officer

ATTACHMENT A

Title III Hardware & Software System Requirements

Title III Hardware & Software System Requirements

Applicants are required to have high speed internet access (minimum DSL and/or cable modem) **to enable connection via the internet to the SAMS application**.

Access
WellSky hosts the SAMS application and allows connections via Citrix. According to WellSky, users have the option of choosing any operating system they want (Windows, Mac, Linux, etc.), as long as they have Internet Explorer 6.1or later with the appropriate service pack. Other browsers may be used but could have problems displaying information within the SAMS application.

Technical Support and Computer/Communication Problems
Personnel are available to handle the password needs of the SAMS application, such as resetting passwords.
COA technical staff will provide technical support for Applicant's to connect to the SAMS application only. We cannot provide support for the Applicant's computer equipment or connectivity to the internet except as it related to connection to SAMS.
Questions regarding these specifications or to obtain additional information regarding connectivity or problems please contact:

Computer Help Desk
Phone: (513) 345-3303
E-mail: helpdesk@help4seniors.org

COA Applicant Support/Computer Help Desk
COA provides support to Applicants as it relates to the SAMS application. Read this document carefully to understand the coverage being provided.

Service(s) Provided
COA will provide technical support as it relates to connectivity to the SAMS application.

Services Not Covered
COA cannot provide support for the Applicant's computer equipment except as it relates to connectivity to the SAMS application. The Applicant is responsible for getting connected to the internet and accessing the SAMS webpage at WellSky for the full version of SAMS.

Connection or Other Fees
COA retains the right to implement computer hardware, software, or other user fees, at any time, upon providing advance notice to Applicant of its intent to do so.

Computer Help Desk Coverage and Service
COA will provide support Monday - Friday between the hours of 8:00 am - 4:30 pm EST. The **Computer Help Desk number is (513) 345-3303** and will be staffed during these hours. In the event your call goes to Voicemail, please leave a message and the call will be returned quickly, usually within the hour, but no longer than four (4) business hours. We strive to serve you with the best and most courteous customer service available. If, after contacting the Computer Help Desk, you feel a problem and concern hasn't been addressed to your satisfaction, please feel free to call COA IT Manager, at (513) 721-1025.

ATTACHMENT B

FOCAL POINTS

A "focal point" is a highly visible facility designated by COA as a focal point where anyone in the community may obtain information and access to services for older persons and that encourages the maximum collocation and coordination of services, per the definition noted in Section 306(a)(3)(B) of the Older Americans Act. The following are the focal points for the service area covered by this agreement:

- Alzheimer's Association of Greater Cincinnati
- Catholic Charities of Southwestern Ohio
- Clermont Senior Services, Inc.
- Clinton County Community Action Program
- Colerain Township Community Center
- Harrison Senior Center
- Jewish Family Service of the Cincinnati Area
- MARIELDERS, Inc.
- Mayerson JCC
- Oxford Senior Citizens, Inc.
- Pro Seniors, Inc.
- Warren County Community Services, Inc.

Service & Funding Schedule

Planning and Service Area 1

Issued: 09/04/2024
Effective: 10/01/2024

Contract Date period 10/01/2024 - 09/30/2025
Provider: Colerain Township Senior Center

Service Category	Service Unit	Units	Title III B	Title III C1	Title III C2	Title III D	Title III E	NSIP	Senior and Community Services	COA Total Funding	COA Reimb Rate	*Title III Required Match*	Total Program Cost	Total Program Unit Rate
Congregate Services	1 Meal	900	$0	$6,269.40	$0	$0	$0	**$696**	**$0**	**$6,965**	**$7.74**	***$1,106***	**$8,071**	**$9.11**
Transportation: One-Way Trip	1-Way Trip	2,300	$21,211.00	$0	$0	$0	$0	**$0**	**$4,089**	**$25,300**	**$11.00**	***$3,743***	**$29,043**	**$12.63**
	TOTALS	**3,200**	**$21,211**	**$6,269**	**$0**	**$0**	**$0**	**$696**	**$4,089**	**$32,265**		**$4,849**	**$37,114**	

*****NOTE Total Program Cost = Award Plus Match Dollars**

Title III B	Supportive Service, CFDA #93.044
Title III C-1	Congregate Meals, CFDA #93.045
Title III C-2	Home Delivered Meals, CFDA #93.045
Title III D	Disease Prevention & Health Promotion, CFDA #93.043
Title III E	National Family Caregiver Support Program & Administration, CFDA #93.052
Title VII	Elder Abuse Prevention, CFDA #93.041
Title VII	Ombudsman, CFDA #93.042
NSIP (**N**utrition **S**ervices **I**ncentive **P**rogram)	Delivery of Nutritious Meals, CFDA #93.053

Jeff Weckbach
Administrator

Date

Signed by:
Suzanne Burke
EA4020724CE14BB...

9/17/2024 | 11:19 AM EDT

Suzanne Burke
Chief Executive Officer

Date

Attachment D

BUSINESS ASSOCIATE AGREEMENT

COUNCIL ON AGING OF SOUTHWESTERN OHIO

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) ("HIPAA"), the Office of the Secretary of the Department of Health and Human Services has issued: (1) regulations providing Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Subparts A and E of Part 164 ("Privacy Rule"); (2) regulations providing Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Subpart C of Part 164 (the "Security Rule"); (3) regulations requiring certain transmissions of electronic date be conducted in standardized formats at 45 CFR Subpart I of Part 162 (the "Electronic Transactions Rule"); and (4) regulations modifying the Privacy Rule, Security Rule, Enforcement and Breach Notification Rules; and

WHEREAS, the privacy and security provisions of HIPAA have been amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and any and all references in this Agreement to the "HIPAA Rules" shall be deemed to include the Privacy Rule, the Security Rule, the Electronic Transaction Rule, HITECH, the Enforcement and Breach Notification Rules, and all existing and future implementing regulations, as they become effective; and

WHEREAS, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, Council on Aging of Southwestern Ohio ("Covered Entity") has engaged **Colerain Township Board of Trustees dba Colerain Township Senior & Community Center** ("Business Associate") to perform services pursuant to an agreement to provide service to Covered Entity, which may be described in a separate contract (the "Services Arrangement") and Business Associate may receive Protected Health Information from Covered Entity or create and receive such information on behalf of Covered Entity in the performance of services on behalf of Covered Entity. Covered Entity and Business Associate desire to determine the terms under which they shall comply with the HIPAA Rules;

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. GENERAL HIPAA COMPLIANCE PROVISIONS

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the HIPAA Rules.

1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules by the compliance dates established under such rules to the extent necessary to enable Covered Entity to comply with their obligations under the HIPAA Rules.

1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or all of the parties are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

1.4. **Relationship.** The relationship of the Business Associate to Covered Entity is solely a contractual relationship and nothing in the Services Arrangement or this Agreement shall be interpreted as creating an agency relationship with the Business Associate under Federal common law.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. **Permitted Uses and Disclosures of Protected Health Information.**

2.1.1. **Uses and Disclosures on Behalf of Covered Entity**. The Business Associate shall be permitted to use and disclose Protected Health Information for services Business Associate is providing to Covered Entity pursuant to the Services Arrangement, which may include but not be limited to Treatment, Payment activities and/or Health Care Operations, and as otherwise required to perform its obligations under this Agreement and the Services Arrangement.

2.1.2. **Other Permitted Uses and Disclosures**. In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose Protected Health Information received from, or created or received on behalf of, Covered Entity under the following circumstances:

2.1.2.1. **Use of Protected Health Information for Management, Administration, and Legal Responsibilities.** Business Associate is permitted to use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities.

2.1.2.2. **Disclosure of Protected Health Information for Management, Administration, and Legal Responsibilities.** Business Associate is permitted to disclose Protected Health Information if necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.1.2.3. **Data Aggregation Services.** Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 CFR 164.504, relating to the health care operations of Covered Entity.

2.1.2.4. **Commercial Purposes.** Business Associate is only permitted to receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH without individual authorization, if (i) specifically required for the provision of services under the underlying Services Arrangement; (ii) for treatment purposes; (iii) providing the individual with a copy of his Protected Health Information; or (iv) otherwise determined by the Secretary in regulations.

2.1.3. **Further Uses Prohibited.** Except as provided in Sections 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from Covered Entity, or from any other Business Associate of Covered Entity, for any commercial purposes of Business Associate, including, for example, "data mining." Business Associate shall not engage in any sale (as defined in HIPAA Rules) of Protected Health Information.

2.2. **Minimum Necessary.** Business Associate shall only request, use, and disclose the minimum amount of Protected Health Information necessary to accomplish the purposes of the request, use, or disclosure. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with HITECH and the HIPAA Rules.

2.3. **Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information**. Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, Covered Entity, in a manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

2.4. **Required Privacy Safeguards.** Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity or other than as provided for in this Agreement or as required by law, including adopting policies and procedures regarding the safeguarding of Protected Health Information; and providing training to relevant employees, independent contractors, and subcontractors on such policies and procedures to prevent the improper use or disclosure of Protected Health Information. To the extent Business Associate will carry out one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rules that apply to the Covered Entity in the performance of such obligations. Business Associate further agrees that it shall not use, transfer, process, or disclose Protected Health Information outside the United States of America.

2.5. **Mitigation of Improper Uses or Disclosures.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.6. **Reporting of Unauthorized Uses and Disclosures.** Business Associate shall promptly report in writing to Covered Entity any use or disclosure of Protected Health Information not provided for under this Agreement, of which Business Associate becomes aware, but in no event later than five business days of first learning of any such use or disclosure. Business Associate agrees that if any of its employees, agents, subcontractors or representatives use or disclose Protected Health Information received from, or created or received on behalf of, Covered Entity, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors and representatives shall receive training on Business Associate's procedures for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, Covered Entity. Continued use of Protected Health Information in a manner contrary to the terms of this Agreement shall constitute a material breach of this Agreement.

2.7. **Security Rule.**

2.7.1. **Security Safeguards.** Business Associate agrees to implement administrative, physical, and technical safeguards set forth in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.7.2. **Security Incidents.** Business Associate agrees to report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of information or interference with information system operations which affect Electronic Protected Health Information created, received, maintained, or transmitted on behalf of Covered Entity of which Business Associate becomes aware. Business Associate agrees to also report to Covered Entity any attempted unauthorized access affecting Electronic Protected Health Information created, received, maintained, or transmitted on behalf of Covered Entity of which Business Associate becomes aware; provided that Business Associate determines that the attempted access was material and credible.

2.8. **Breach Incident Notifications.** Business Associate agrees to notify the applicable Covered Entity of any disclosure of Unsecured Protected Health Information that may constitute a Breach (a "Breach Incident") within 10 days from the date of discovery.

2.8.1. **Information About Breach Incident.** Business Associate shall provide a report to Covered Entity within 15 days of discovery of a Breach Incident except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Covered Entity the required information as soon as possible and without unreasonable delay, but in no event later than 30 calendar days from the date of discovery of a Breach Incident. A Breach Incident will be treated as discovered in accordance with 45 CFR §164.410. The Business Associate's report shall include: (i) the date of the Breach Incident; (ii) the date of discovery of the Breach Incident; (iii) a list of each individual whose Unsecured Protected Health Information has been or is reasonably believed to have been used, accessed, acquired, or disclosed during the Breach Incident; (iv) a description of the type of Unsecured Protected Health Information involved; (v) the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure (if known); and (vi) any other details necessary to complete an assessment of the risk of harm to the affected individual.

2.8.2. **Notification to Individual and Others.** Unless otherwise agreed between Covered Entity and Business Associate, if Covered Entity determines that the disclosure of Unsecured Protected Health Information constitutes a Breach, Covered Entity shall be responsible to provide notification to individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary of Health and Human Services and the media, as required by 45 CFR 164 Subpart D. Business Associate agrees to pay actual costs for notification and of any associated mitigation incurred by Covered Entity, such as credit monitoring, if Covered Entity reasonably determines that the Breach is significant enough to warrant such measures.

2.8.3. **Investigation and New Procedures.** Business Associate agrees to investigate the Breach Incident and to establish procedures to mitigate losses and protect against future Breach Incidents, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

2.9. **Individual Requests**. Covered Entity and Business Associate acknowledge that Individuals have certain rights under the Privacy Rule to access, amend and receive an accounting of certain disclosures of their Protected Health Information. Business Associate further understands that Covered Entity has developed specific policies and procedures to be followed for Individuals who make such requests as an exercise of their rights under the Privacy Rule. A request by an Individual or such Individual's personal representative made in accordance with such policies and procedures to access, amend or receive an accounting of disclosures of the Individual's Protected Health Information is referred to herein as a "Formal HIPAA Request."

2.9.1. **Access to Protected Health Information.** Within 10 days of Covered Entity's request on behalf of an Individual, Business Associate agrees to make available to Covered Entity any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of, Covered Entity in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such request no later than 5 business days of receiving such request. If Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enables Covered Entity to meet its electronic access obligations under 45 CFR §164.524.

2.9.2. **Amendment of Protected Health Information**. Within 10 days of Covered Entity's request, Business Associate agrees to make available to Covered Entity any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of, Covered Entity so Covered Entity may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. Business Associate shall incorporate any amendments to Protected Health Information into any and all Protected Health Information

Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an Individual requesting Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such request no later than 5 business days of receiving such request. Covered Entity shall have full discretion to determine whether the requested amendment shall occur.

2.9.3. **Accounting of Disclosures.** Business Associate shall maintain, beginning as of the date Business Associate first receives Protected Health Information from Covered Entity, an accounting of those disclosures of Protected Health Information it receives from, or creates or receives on behalf of, Covered Entity which are not excepted from disclosure accounting under the Privacy Rule. Within 10 days of Covered Entity's request, Business Associate shall make available to Covered Entity the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify Covered Entity in writing promptly of such request no later than 5 business days of receiving such a request. Business Associate shall provide such an accounting based on an Individual's Formal HIPAA Request to the Covered Entity. Covered Entity shall have full discretion to determine whether the requested accounting shall be provided to the requesting Individual. Business Associate will maintain the disclosure information for at least 6 years following the date of the accountable disclosure to which the disclosure information relates.

2.10. **Restrictions and Confidential Communications.** Business Associate shall, upon notice from Covered Entity in accordance with Section 3.3, accommodate any restriction to the use or disclosure of Protected Health Information and any request for confidential communications to which Covered Entity has agreed or is required to abide by in accordance with the Privacy Rule.

2.11. **Subcontractors.** Business Associate will require any of its Subcontractors to whom it provides Protected Health Information received from, or created or received on behalf of, Covered Entity to agree, in a written agreement with Business Associate, to comply with the Security Rule, and to agree to all of the same restrictions and conditions contained in this Agreement or the Privacy and Security Rules that apply to Business Associate with respect to such information. Business Associate shall not assign any of its rights or obligations under this Agreement without the prior written consent of Covered Entity. Business Associate shall provide Covered Entity for approval a copy of any agreement with any agent or subcontractor to whom Business Associate provides Protected Health Information received from, or created or received on behalf of, Covered Entity prior to its execution.

2.12. **Data Transmission.** The parties agree that Business Associate shall, on behalf of Covered Entity, transmit data for transactions that are required to be conducted in standardized format under the HIPAA Rules. Electronic Protected Health Information that is transmitted over an electronic communications network will be protected against unauthorized access to, or modification of, electronic protected health information. When electronic protected health information is transmitted from one point to another, it will be protected in a manner commensurate with the associated risk. This includes, but is not limited to, transmission through mobile devices and smart phones.

2.12.1. **Standardized Format.** Business Associate shall comply with the HIPAA Rules for all transactions conducted on behalf of Covered Entity that are required to be in standardized format.

2.12.2. **Subcontractors.** Business Associate shall ensure that any of its subcontractors to whom it delegates any of its duties under its contract with Covered Entity, agrees to conduct and agrees to require its agents or subcontractors to comply with the HIPAA Rules for all transactions conducted on behalf of Covered Entity that are required to be in standardized format.

2.13. **Audit.**

2.13.1. **Audit by Secretary of Health and Human Services.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services upon request for purposes of determining compliance by Covered Entity with the Privacy and Security Rules.

2.13.2. **Audit by Covered Entity.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to Covered Entity within 14 business days of Covered Entity's request for the purposes of monitoring Business Associate's compliance with this Agreement.

2.14. **Enforcement.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules.

2.15. **Offshore Restriction.** Business Associate represents that neither Business Associate, nor its agents, subcontractors, or affiliates may access or process any PHI from or transfer or transmit PHI to offshore locations outside the United States or United States Territories.

3. OBLIGATIONS OF COVERED ENTITY

3.1. **Notice of Privacy Practices**. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

3.2. **Revocation of Permission.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by any Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures with respect to Covered Entity.

3.3. **Notice of Restrictions and Confidential Communications**. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information and any request for confidential communications that Covered Entity has agreed to or must abide by in accordance with the HIPAA Rules.

3.4. **Permissible Requests By Covered Entity.** Except as provided in Section 2.1, Covered Entity shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

4. LIABILITY

4.1. **Indemnification by Business Associate.** Business Associate shall be solely responsible for, and shall indemnify and hold Covered Entity harmless from any and all claims, damages, or causes of action (including the Covered Entity's reasonable attorneys' fees) arising out of the gross negligence or willful misconduct of Business Associate or Business Associate's employees, agents, and Subcontractors (or arising out of any action by the Business Associate that is determined to have been taken as the agent of the Covered Entity under the terms of the Services Agreement or this Agreement), and Business Associate will pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally awarded Covered Entity in connection with such claims or actions. Covered Entity shall notify Business Associate promptly of any action or claims threatened against or received by them and provide Business Associate with such cooperation, information, and assistance as Business Associate shall reasonably request in connection therewith. This Section 4.1 shall survive the termination of this Agreement.

4.2. **Indemnification by Covered Entity.** Covered Entity shall be solely responsible for, and shall indemnify and hold Business Associate harmless from any and all claims, damages, or causes of action arising out of the gross negligence or willful misconduct of Covered Entity or Covered Entity's employees, agents, and Subcontractors, and Covered Entity will pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally awarded against the Business Associate in connection with such claims or actions. Business Associate shall notify Covered Entity promptly of any action or claims threatened against or received by Business Associate and provide Covered Entity with such cooperation, information, and assistance as Covered Entity shall reasonably request in connection therewith. This Section 4.2 shall survive the termination of this Agreement.

5. AMENDMENT AND TERMINATION

5.1. **Termination for Violation of Agreement.** Without limiting the rights of the parties under the Services Arrangement, Covered Entity will have the right to terminate this Agreement and the Services Arrangement if Business Associate has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's obligations regarding Protected Health Information under this Agreement and, on notice of such material breach or violation from Covered Entity, fails to take reasonable and diligent steps to cure the breach or end the violation. Covered Entity will follow the notice of termination procedures (if any) applicable to the Services Arrangement. Notwithstanding the termination of this Agreement, Business Associate shall continue to comply with Section 5.2 hereof after termination of this Agreement.

5.2. **Return of Protected Health Information.** At termination of this Agreement or the Services Arrangement, whichever shall be first to occur, Business Associate shall return to Covered Entity all Protected Health Information received from, or created or received on behalf of, Covered Entity that Business Associate maintains in any form and shall retain no copies of such information. This provision shall also apply to Protected Health Information that is in the possession of any Subcontractor of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information. If such return is not feasible, Business Associate shall notify Covered Entity thereof and Business Associate shall destroy such Protected Health Information and/or extend the protections of this Agreement to such Protected Health Information retained by Business Associate and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

6. MISCELLANEOUS PROVISIONS

6.1. **Third-Party Beneficiary.** No individual or entity is intended to be a third-party beneficiary to this Agreement.

6.2. **Severability.** If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the HIPAA Rules, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

6.3. **Procedures.** The parties shall comply with procedures mutually agreed upon by the parties to facilitate the Covered Entity's compliance with the HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the Protected Health Information of Covered Entity.

6.4. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Ohio, except to the extent federal law applies.

6.5. **Headings.** The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

6.6. **Cooperation.** The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance by Covered Entity with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of Covered Entity's Protected Health Information.

6.7. **Notice.** All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address (or such subsequent address provided by the applicable party):

6.7.1. If to Covered Entity:

Council on Aging
Privacy Officer
4601 Malsbary Road
Blue Ash, Ohio 45242

(513) 721-1025

6.7.2. If to Business Associate

Colerain Township Senior & Community Center
Attn: HIPAA contact name & title
4200 Springdale Road
Cincinnati, Ohio 45251

6.8. **Conflict.** In the event of any conflict between the provisions of the Services Arrangement and this Agreement, the terms of this Agreement shall govern to the extent necessary to assure Covered Entity's compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of this date day of September, 2024.

Covered Entity:

COUNCIL ON AGING OF SOUTHWESTERN OHIO

By: Signed by: Suzanne Burke EA4020724CE14BB...

Title: Chief executive officer

Date: 9/17/2024 | 11:19 AM EDT

Business Associate:

COLERAIN TOWNSHIP BOARD OF TRUSTEES
dba COLERAIN TOWNSHIP SENIOR & COMMUNITY CENTER

By: ______________________________

Title: Administrator

Date: ______________________________

DEVELOPMENT

Department:	Administration
Department Director:	David Miller, Director of Development
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Resolution Authorizing the Transfer of Real Property Located in Colerain Township and Owned By Colerain Township Identified as Parcel No. 510-0202-0064-00 to the Colerain Township, Hamilton County CIC, Inc.

Recommend ADOPTION of the Resolution.

Rationale:

This property is a vacant lot on the western corner of Poole Road at Woodthrush Dr. Transferring this property to the CIC will help to facilitate the sale of the property.

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

Cathy Ulrich, Dan Unger, and Matthew Wahlert

Trustee ________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. ___-24
RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED IN COLERAIN TOWNSHIP AND OWNED BY COLERAIN TOWNSHIP IDENTIFIED AS PARCEL NO. 510-0202-0064-00 TO THE COLERAIN TOWNSHIP, HAMILTON COUNTY CIC, INC.

WHEREAS, the Colerain Township Board of Trustees has entered into a contractual agreement with the Colerain Township, Hamilton County CIC, Inc., a community improvement corporation incorporated under the laws of the State of Ohio in Chapter 1724 of the Ohio Revised Code, which contract designates Colerain Township, Hamilton County CIC, Inc. as the agent of Colerain Township for community improvement and economic development pursuant to Section 1724.10 of the Ohio Revised Code; and

WHEREAS, Colerain Township is a limited home rule township; and

WHEREAS, The Board of Trustees, pursuant to Sections 505.701, 503.01, 1724.10, and 5709.73, of the Ohio Revised Code is authorized to purchase real property, for the purpose of transferring that property to the Community Improvement Corporation; and

WHEREAS, the transfer of said property to the Colerain Township, Hamilton County CIC, Inc. will further economic development, employment and the general welfare of the citizens of Colerain Township, Hamilton County and the State of Ohio;

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES by unanimous vote as follows:

1. The Board hereby determines that the property it owns identified as Parcel No. 510-0202-0064-00 of the records of the Hamilton County Auditor, situated in Colerain Township, Hamilton County, Ohio, and titled in the name of the Colerain Township Board of Trustees is no longer required by Colerain Township for its purposes, and that the conveyance of such parcels to the Colerain Township, Hamilton County CIC, Inc. will promote the welfare of the people of Colerain Township, stabilize the economy, increase economic development, provide employment, and assist in the development of industrial, commercial, distribution and research activities or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the subdivision, to the benefit of the residents of Colerain Township, Hamilton County and the State of Ohio.

2. That the conveyance of Parcel No. 510-0202-0064-00 to Colerain Township, Hamilton County CIC, Inc. shall be made for consideration of the above referenced benefits to the community and shall be made without advertising and receipt of bids

3. That the deed prepared by the Colerain Township Law Director for transfer of said real estate be and the same is hereby authorized to be executed by the Administrator of Colerain Township and that the Township Administrator in consultation with the Law Director shall undertake execution of any other necessary documents to convey said parcel of property and complete recording of the transaction as required.

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

5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

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

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

Vote Record: Mrs. Ulrich _________, Mr. Unger_________ and Mr. Wahlert _________

ADOPTED this ____ day of September, 2024.

BOARD OF TRUSTEES:

____

Cathy Ulrich, Trustee

____

Dan Unger, Trustee

____

Matthew Wahlert, Trustee

ATTEST:

____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Scott 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 September, 2024.

____
Jeff Baker
Colerain Township Fiscal Officer

DEVELOPMENT

Department: Development

Department Director:

Strategic Plan Goal:

Motion to set a Public Hearing for Staverman Farm TIF for October 22, 2024 at 7:00 PM

Rationale:

DEVELOPMENT

Department: Development

Department Director:

Strategic Plan Goal:

Motion to set a Public Hearing for Wyler KIA TIF for October 22, 2024 at 7:00 PM

Rationale:

DEVELOPMENT

Department: Development

Department Director:

Strategic Plan Goal:

Motion to set a Public Hearing for Wawa - Colerain Ave TIF for October 22, 2024 at 7:00 PM

Rationale:

DEVELOPMENT

Department: Development

Department Director:

Strategic Plan Goal:

Motion to set a Public Hearing for Wawa - Blue Rock Rd TIF for October 22, 2024 at 7:00 PM

Rationale:

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 Authorize the Administrator to Enter into Depository Agreement and Related Agreements for Banking Services

Recommend ADOPTION of the Motion.

Rationale:

In June, the Township released a Request for Information for banking services. There were five responses. Staff reviewed each proposal, conducted interviews, and recommended two finalists to interview with the Fiscal Officer and Assistant Administrator for Finance and Development. Staff recommends that the Township engage First Financial for its banking services.

Adoption of this motion would allow the Administrator to enter into a depository agreement with First Financial, as well as the related documents necessary to implement the transition.

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF COUNTY FUNDS

This agreement ("Agreement") is between First Financial Bank, an Ohio state-chartered bank located and doing business in Hamilton County through an office in Hamilton County ("Bank"); and Colerain Township ("Depositor"), pursuant to which Depositor has accepted Bank's offer to serve as public depository for Depositor's active moneys and inactive moneys during the period from 9/25/2024 to 9/25/2029 inclusive (the "Current Term"). This Agreement applies only to the period from the date hereof until the expiration of the Current Term.

Therefore, under this Agreement and during the Current Term only, the Depositor will appoint Bank. as its depository and will deposit moneys, and Bank will accept such deposited moneys, as follows:

a) active moneys to a maximum of $all eligible funds or any part thereof

c) inactive moneys a maximum of $all eligible funds or any part thereof,

as all are defined in Ohio Revised Code Section 135.31 through 135.40. For the service of making active moneys accessible by demand, check, draft or other similar instrument, Bank may charge a reasonable fee, as enumerated under Section 135.33 of the Ohio Revised Code.

The total amount thus awarded under this Agreement is $all eligible funds which does not exceed the limitations set forth under Chapter 135.32 of thirty percent (30%) of total assets.

For both interim and inactive moneys, the moneys will be invested in certificates of deposit in such amounts and for such terms as are specified in the account opening documentation and Truth in Savings Disclosure provided by Bank to Depositor. If a certificate of deposit is renewed, it will carry the then prevailing interest rate at that time for the relevant certificate of deposit product. Renewal rates may be obtained from Bank during normal business hours.

Bank participates in the Ohio Pooled Collateral Program authorized by Section 135.182 of the Ohio Revised Code ("OPCP"). Under the OPCP, Bank pledges to the Treasurer of the State of Ohio ("TOS") a pool of eligible securities for the benefit of all public depositors at Bank to secure the repayment of uninsured public deposits at Bank. At all times, the total market value of the securities so pledged shall be at least equal to the amounts required by Section 135.182(B)(1)(a) and 135.182(B)(1)(b); however, Depositor and Bank can agree to a negotiated collateral floor pursuant to Section 135.182, and Depositor consents to the pledging of collateral by Bank equal to any minimum amount required by TOS, as such amount required by TOS may be changed from time to time, pursuant to such laws, rules and policies of TOS promulgated or adopted pursuant to such laws. If, on any day, the total market value of the securities pledged by the public depository is less than that specified in division (B)(1)(a) or (b) of this section, whichever is applicable, the public depository shall have two business days to pledge additional eligible securities having a market value sufficient, when combined with the market value of eligible securities already pledged, to satisfy the requirement of division (B)(1)(a) or (b) of this section, as applicable, to secure the repayment of all uninsured public deposits at the public depository.

Depositor authorizes Bank to transfer account information to TOS as necessary to participate in the OPCP. Bank and Depositor agree that Bank will comply with instructions originated by Depositor directing disposition of the moneys on deposit with Bank without further consent or evidence of authorization by Depositor, and may otherwise exercise control over the deposited moneys.

On the last business day of each month during the period that any moneys awarded pursuant to this Agreement are on deposit with Bank, Bank will furnish a statement showing the balance of such active monies in its possession. Bank may charge a reasonable fee for providing monthly statements under this Agreement.

Bank agrees that it will comply with all the requirements of Ohio Revised Code, Chapter 135 and any amendments thereto, as well as the Ohio Pooled Collateral Program Administrative Rules. Bank also further agrees that it will abide by any other applicable state and federal laws, rules or regulations or any amendments thereunder. If any such laws, rules or regulations are changed or amended during Bank's term as a designated public depository, and if the change of laws, rules or regulations will cause this Agreement to become unlawful, at Bank's option, this Agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this Agreement, Depositor agrees to be subject to the rules which govern the accounts in which Depositor's moneys are deposited. Also, Depositor agrees to provide Bank with the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as Bank may request.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. To the extent any party executes this Agreement by facsimile or by e-mail delivery of a ".pdf" format data file, , such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof. .

DEPOSITOR:	**BANK:**
Colerain Township	**First Financial Bank**
By: ______________________	By: ______________________
By: ______________________	By: ______________________
Date: ____________________	Date: ____________________

ADMINISTRATION

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #4: Continuously Improve the Operations of the Township

Motion Establishing Trick or Treat Hours from 6-8pm on October 31, 2024
Recommend ADOPTION of the Motion.

Rationale:
Annually, the Board of Trustees will establish the hours for Trick or Treating in Colerain Township. Consistent with past practice, these hours are recommended for 6-8pm on October 31st.

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Contract - AEP - Gas Aggregation for Township Buildings
Recommend approval of all consent items.

Rationale:
The attached agreement places the Township owned buildings into the same aggregation program that is available to residents for natural gas supply.

Energy Purchase Agreement – Natural Gas Commodity Sales
(Matrix (OH.NG.Ccf) v.05.13.24)

This Energy Purchase Agreement – Natural Gas Commodity Sales, which comprises the below General Terms and Conditions (the "GTC") and Schedule 1 hereto, dated and effective as of 9/9/24 (collectively, this "Agreement"), is entered into by and between AEP Energy, Inc. ("AEP Energy") and the designated customer set forth below in the signature block of this Agreement ("Customer" or "you") (each of AEP Energy and Customer referred to individually as a "Party" and collectively as the "Parties") and governs the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer's account(s) specified on Schedule 1 hereto (each, a "Service Location").

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as hereinafter defined) and unless excused by a Force Majeure, AEP Energy shall sell to Customer the commodity portion of its retail natural gas supply requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy and take delivery of, all of its retail natural gas supply requirements for each such Service Location (the "Retail Energy"). The Retail Energy will be provided to Customer's relevant natural gas distribution company (each as specified on Schedule 1 hereto, the "NGDC") interconnection point (each, a "Delivery Point"). The NGDC is responsible for delivery of the Retail Energy from the Delivery Point to any Service Location, reading Customer's meter, and responding to leaks and emergencies. Delivery and metering of the Retail Energy is subject to the terms and conditions of the NGDC. Customer designates AEP Energy as an authorized recipient of Customer's account, billing, and historical and ongoing consumption information and consents to the disclosure by the NGDC to AEP Energy of certain information about Customer and each Service Location, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the NGDC's services provided to Customer including delivery or distribution of the Retail Energy to Customer, switching, telecommunications, or meter or meter reading related costs, whether billed by the NGDC to AEP Energy or Customer.

Customer represents and agrees that each Service Location served by AEP Energy under this Agreement is an eligible account on a commercial rate code and eligible for the NGDC's retail natural gas choice program in the NGDC's service territory, and that Customer is not an existing AEP Energy Retail Natural Gas supply customer. AEP Energy may at any time reject or terminate this Agreement and Retail Natural Gas service to any Customer or Service Location that does not meet the preceding criteria, or which consumes more than 250,000 Ccf per year, and return Customer to the NGDC (or previous AEP Energy product, if applicable) with no penalty to AEP Energy. AEP Energy may reject or terminate this Agreement if Customer is not current on its NGDC charges, unless Customer has entered into a plan with its NGDC to discharge any arrearages owed to the NGDC.

II. TERM OF AGREEMENT

AEP Energy shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under this Agreement (a) upon the later of (1) Customer's available October 2024 enrollment date and (2) the first available enrollment date, as determined by the NGDC, after the date hereof, and (b) after AEP Energy receives confirmation that the NGDC has accepted the delivery service request (the "Commencement Date"); provided, however, that the Commencement Date cannot be fewer than three (3) calendar days following the date hereof. The Parties agree that the NGDC determines when Customer will be switched to AEP Energy for its Retail Energy supply, and that such switch will occur in accordance with the NGDC's rules and practices regarding such switching. AEP Energy is not liable for any lost savings or lost opportunity as a result of any delay in the Commencement Date. The initial term of this Agreement will continue for 12 months from the Commencement Date (the "Initial Term" and including any Holdover Term or Renewal Term, the "Term"), unless sooner terminated hereunder.

III. PRICING

During the Initial Term, the price payable for Retail Energy will be:

Retail Energy Price (per Ccf)	$0.5894

The Retail Energy Price listed above is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage but is exclusive of any and all applicable taxes, NGDC delivery service charges and other non-bypassable NGDC costs, charges, and fees. The Parties acknowledge and agree that the Retail Energy Price reflects, among other factors, Customer's expected consumption and NGDC-specific pricing under such Attachment. The Retail Energy Price is determined by AEP Energy using Customer's actual and estimated historical and forecasted consumption data, which is considered representative of each Service Location's anticipated Retail Energy requirements for the Term.

IV. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy or the relevant NGDC shall provide monthly invoices related to the sold Retail Energy, based on the relevant NGDC's meter read cycle, in accordance with the billing method specified to Customer, which may be (1) as a single invoice through utility/NGDC consolidated billing (UCB); (2) through supplier consolidated billing (SCB), should such SCB billing method become available; or (3) as separate invoices from AEP Energy for supply-related charges and the relevant NGDC for all other charges (Dual Bill). However, the relevant NGDC may convert or alter the invoicing method from time to time as it so requires. AEP Energy will send SCB or Dual Bill invoices via the first available method (listed in order of priority): (1) the billing email address stated in the "Customer Information" table at the end of the GTC (unless Customer requests paper bills) or later specified by Customer in writing (including by email), (2) the billing mailing address stated in such table or later specified by Customer in writing (including by email), or (3) the physical address of any Service Location. AEP Energy may itemize or summarize invoices according to the various cost components related to the Retail Energy and shall provide all further reasonable billing detail to Customer upon request. AEP Energy has the right to estimate invoices in cases where actual billing determinants are unavailable. When an estimated invoice is issued, AEP Energy shall subsequently reconcile the estimated invoice and the actual Retail Energy consumption and post any debit or credit amount to Customer's account. Customer shall pay all amounts due according to the instructions on the relevant invoice by payment in check or wire transfer of immediately available funds or via Automated Clearinghouse. AEP Energy must receive such payment no later than the close of business on the business day following fourteen (14) calendar days from the date of the invoice containing the relevant charges. In the event Customer is billed by the NGDC, payment is due to the NGDC as specified in the NGDC bill. Late payments with respect to any amounts due and payable to AEP Energy (including any outstanding late payment charges and Settlement Amount(s) (as hereinafter defined), collectively, "Account Charges") will incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less, compounded monthly, and continue to accrue until all such amounts are paid in full. In any instance where any payment is declined by the issuing institution, Customer will be assessed a charge of forty-five dollars ($45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer is liable for all costs incurred by AEP Energy, including attorneys' fees, in connection with the collection and enforcement of AEP Energy's rights to past due Account Charges.

B. <u>Invoice Revisions</u>: Customer may, in good faith, reasonably dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy by (1) delivering to AEP Energy notice of the dispute, which must include the amount of, and basis for, the disputed amount and supporting documentation (the "Notice of Dispute") and (2) making payment of the undisputed portion of the invoice within the normal terms set forth in Section IV(A). During the forty-five (45) calendar days following AEP Energy's receipt of any Notice of Dispute (the "Dispute Period"), the Parties must expeditiously and in good faith negotiate to resolve any disputed invoice. If the Parties are unable to mutually resolve in writing such dispute during the Dispute Period, either Party may exercise any remedy available to it at law or in equity pursuant to this Agreement. Customer must dispute charges strictly in accordance with the terms of this paragraph or it will be deemed to have waived its rights to dispute such charges. AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer's actual consumption and charges during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice.

V. EXTENSION AND CONCLUSION OF TERM

Not less than thirty (30) calendar days prior to the then-current expiration date of the relevant Term, AEP Energy may provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend such Term ("Renewal Term"). Any Renewal Notice will contain AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the duration of the Renewal Term ("Renewal Amendments"). Customer has five (5) business days to reject in writing the Renewal Notice. Customer's failure to reject any Renewal Notice in writing within five (5) business days shall result in all Renewal Amendments, including the Renewal Term, being deemed to have been irrevocably and unconditionally agreed to by Customer.

Following expiration of the Term, AEP Energy may continue to supply Retail Energy under this Agreement to any Service Location on a month-to-month holdover basis (each, a "Holdover Term"). The price payable during any Holdover Term will be a variable price (per Ccf), as determined by AEP Energy and based on the applicable settlement price of the NYMEX Henry Hub Natural Gas futures contracts for delivery during the relevant period (as published by CME Group Inc.), plus (1) an adder of up to $0.500 per Ccf, which adder is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage, and (2) any other related penalties, fees, charges, expenses, and other costs to serve incurred by AEP Energy of every kind and nature and taxes will be passed through in a commercially reasonable manner to Customer with no additional mark-up. Either Party may at any time terminate the Holdover Term and return any Service Location to the NGDC without penalty or prejudice.

In the event of expiration or termination as provided in this Agreement, all further obligations of the Parties under this Agreement will immediately terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to termination, whether or not then invoiced, including any further Account Charges. Any other obligation hereunder which by its nature survives, will survive the termination or expiration of this Agreement, including the Parties' respective obligations under the "Title, Indemnification, Warranty, and Limitation of Liability," and "Governing Law, Venue, and Waiver of Jury Trial" sections, and will apply whether in contract, equity, tort, or otherwise. Such expiration or termination will, with respect to each Service Location, be effective on the next switching date available from the NGDC. If the NGDC's retail customer choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate this Agreement without penalty to either Party.

VI. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may require (1) additional credit information, including financial statements in accordance with the previous sentence, and (2) that Customer deliver to AEP Energy, as security, adequate assurance of performance in such form and amount as AEP Energy may in its discretion require, including a parental guaranty or letter of credit from a creditworthy entity in each case acceptable to AEP Energy, deposit (consistent with O.A.C. 4901:1-29-07), or prepayment ("Adequate Assurance of Performance"). Upon receipt of such requirement from AEP Energy, Customer has five (5) business days to provide the requested information and/or Adequate Assurance of Performance to AEP Energy.

VII. EVENTS OF DEFAULT

A. <u>Definition</u>: An "Event of Default" means, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand for payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceasing to remain true (and which if capable of being excused or remedied is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) either Party, or the entity providing Adequate Assurance of Performance, disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, this Agreement or any Adequate Assurance of Performance issued in connection with this Agreement; (5) AEP Energy's receipt of notice from Customer (other than as provided in Section VIII of this Agreement) or any NGDC of Customer's effective or intended termination of supply with AEP Energy at any Service Location prior to the end of the Term; (6) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (7) the occurrence of any event of default with respect to Customer under any other agreement between the Parties, including any other agreement for, or in support of, the purchase and sale of retail energy; or (8) the failure of Customer to deliver requested information and/or to deliver, and/or cause to be delivered, Adequate Assurance of Performance or otherwise satisfy the creditworthiness requirements under the "Credit" section.

Initial: JW
JW

B. <u>Suspension and Early Termination</u>: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; (2) terminate this Agreement by sending notice to the Defaulting Party; or (3) exercise such other rights and remedies as are available to it at law or in equity pursuant to this Agreement. ~~In the event of such suspension or termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, (i) AEP Energy shall return the relevant Service Location(s) to the NGDC effective on the next switching date available from such NGDC and (ii) the Defaulting Party shall also pay to the Non-Defaulting Party any damages incurred by the Non-Defaulting Party related thereto, including liquidated damages related to termination of the purchase and sale of the Retail Energy (such liquidated damages, the "Settlement Amount") calculated as follows:~~

~~- For purposes of calculating any Settlement Amount, Customer's "Historical Annual Consumption" is equal to Customer's consumption at the terminated Service Location(s) in the preceding twelve (12) months.~~

~~- If Customer's Historical Annual Consumption is less than or equal to five thousand (5,000) Ccf, the Settlement Amount is equal to the number of months remaining in the Term multiplied by twenty-five dollars ($25). For example, if this Agreement is terminated two (2) months early, two (2) months x twenty-five dollars ($25) per month = fifty dollar ($50) Settlement Amount.~~

~~- If Customer's Historical Annual Consumption is greater than five thousand (5,000) Ccf but less than or equal to fifty thousand (50,000) Ccf, the Settlement Amount is equal to the number of months remaining in the Term multiplied by one hundred dollars ($100). For example, if this Agreement is terminated two (2) months early, two (2) months x one hundred dollars ($100) per month = two hundred dollar ($200) Settlement Amount.~~

~~- If Customer's Historical Annual Consumption is greater than fifty thousand (50,000) Ccf, the Settlement Amount is equal to (a) Contract Value *minus* Wholesale Market Value (if Customer is the Defaulting Party) or (b) Retail Market Value *minus* Contract Value (if AEP Energy is the Defaulting Party). For the avoidance of doubt, no Settlement Amount is due to a Party under this Agreement if such Party is the Defaulting Party.~~

~~As used herein, the following terms have the following meanings:~~

~~"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined).~~

~~"Retail Market Value" means what Customer is actually paying,~~

~~so long as no more than is commercially reasonable, related to the Remaining Performance.~~

~~"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had the Event of Default not occurred.~~

~~"Wholesale Market Value" means the value that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any natural gas supply, gas storage, or gas transportation contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., storage contract or basis hedge), related to the Remaining Performance. For the avoidance of doubt, AEP Energy is not required to enter into a replacement transaction(s) in order to determine the Wholesale Market Value.~~

~~The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of forward market prices. Such Settlement Amount calculation will be made available to the Defaulting Party upon written request. The Settlement Amount will be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.~~

VIII. SERVICE LOCATION CLOSURE

Customer must provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply to Customer at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer is responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such termination of supply. Such damages will be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. If Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated consumption to recoup such damages. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Location(s).

IX. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy. Nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. Customer acknowledges that, other than those representations contained in this Agreement, it has not relied on any representation, communication (written or oral), or omission by AEP Energy in entering into this Agreement, including in evaluating the advantages or disadvantages of any specific product or service or predictions about savings, future energy prices, or any other matter. Customer acknowledges that the NGDC's standard offer service rates generally change from time to time and therefore AEP Energy does not provide any guarantee of savings in comparison to the NGDC's standard offer service rates. If Customer received price comparison(s) in connection with this Agreement, by entry into this Agreement, Customer understands and agrees that it has been informed, prior to its entry into this Agreement, that no guarantee of savings is being provided. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such authorization from the Owner does not expire or terminate prior to the end of the Term. Customer agrees and acknowledges that any agent, broker, consultant, or other third party involved in any solicitation or transaction hereunder ("ABC") serves as an agent of Customer during such sales process and may receive a commission paid by AEP Energy out of payments from Customer hereunder.

X. ASSIGNMENT

This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns. No Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent must not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, but with prior notice, either Party may assign its rights and obligations under this Agreement to an entity in control of, controlled by, or under common control with such Party (an "Affiliate") or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, or with respect to AEP Energy all or substantially all of the retail natural gas supply business of AEP Energy, so long as (1) with respect to Customer, such Affiliate or successor, as applicable, (A) is reasonably determined in writing by AEP Energy to be of similar or greater credit quality than Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests and (2) with respect to AEP Energy, such Affiliate or successor is contractually obligated to continue to supply Customer at the Retail Energy pricing specified herein. Any assignment or transfer of this Agreement in contravention of this section is null and void and will constitute an Event of Default at the election of the non-breaching Party.

XI. FORCE MAJEURE

Neither Party will be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to a Force Majeure) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party, which must include the reasonably sufficient basis for such Force Majeure, as soon as practicable after it has actual, or reasonably should have had constructive, knowledge of such Force Majeure. "Force Majeure" means an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances, including, to the extent satisfying the foregoing requirements, acts of God; landslides; lightning; fire; storms or storm warnings; flood; weather related events affecting an entire geographic region, such as low temperatures that cause freezing or failure of any gas transportation system, wells, or lines of pipe; terrorism; sabotage; breach by the NGDC; natural gas pipeline, supply or storage loss, interruption, curtailment, or restriction; occurrence of a force majeure event affecting, or service curtailment by, any natural gas commodity supplier or transporter related to the Retail Energy; an Operational Flow Order (OFO); earthquake; war; riot or other civil unrest; or requirements, actions, or failure to act on the part of governmental authorities, including actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Notwithstanding the foregoing in this section, in no event will Force Majeure be, or will the applicable Party's performance be excused, based on economic hardship of either Party, including a Party's ability to purchase or sell, as applicable, Retail Energy at a price more advantageous than the price hereunder, or with respect to Customer, the loss or failure of Customer's facilities, the loss of business by Customer, or Customer's inability or inability economically to use Retail Energy purchased hereunder. No Claiming Party will receive the benefit of this provision to the extent such Party fails to take all commercially reasonable acts, short of litigation, to remedy the Force Majeure or fails to resume performance of its obligations with all reasonable dispatch following resolution of the Force Majeure. If the Force Majeure continues for a period more than thirty (30) calendar days, then the non-Claiming Party may terminate this Agreement by giving the other Party notice of the early termination, without such termination constituting an Event of Default.

XII. REGULATORY EVENT

If any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge, or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, other transporter, or other regulated service provider materially alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Regulatory Event"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Regulatory Event, and all other terms and conditions of this Agreement will remain in full force and effect. For the purposes of a Regulatory Event, "material" means a change that results in an increase in the relevant Retail Energy pricing hereunder for the remainder of the relevant Term by $0.05 per Ccf or more.

XIII. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder are "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XIV. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC, or any affiliated or third-party agent, advisor, or contractor implementing this Agreement or the purposes hereof.

XV. TITLE, INDEMNIFICATION, WARRANTY, AND LIMITATION OF LIABILITY

Title to and control and possession of the Retail Energy will pass from AEP Energy to Customer at the Delivery Point. AEP Energy shall have and assume responsibility for any injury, loss, expense, penalty, liability, damage, or loss (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and Liabilities, including attorneys' fees (collectively, "Claims"), arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have and assume responsibility for any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement. Customer acknowledges that AEP Energy (A) is not a producer of natural gas, including the Retail Energy; (B) directly or indirectly procures the Retail Energy from third-party producers or resellers; and (C) does not own or operate transportation or distribution systems through which the Retail Energy is delivered to Customer and therefore agrees that AEP Energy is not liable for any damages associated with any failure or delay of such transportation or distribution systems. AEP Energy warrants good title to all Retail Energy delivered hereunder at the Delivery Point free and clear of any liens or other encumbrances or title defects. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF (AND AEP ENERGY EXPRESSLY DISCLAIMS) ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT OR OTHERWISE AS EXPRESSLY PERMITTED IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST

PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IN ADDITION, AEP ENERGY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE AEP ENERGY CHARGES CONTAINED IN THE FIRST TWO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE ("UCC") APPLIES TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD," NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE UCC OF THE GOVERNING LAW.

XVI. NOTICES

Any notice served hereunder from AEP Energy to Customer, must be in writing and sent to any of Customer's notice or billing or email addresses as specified in writing by Customer from time to time, or to the address of any Service Location. Any notice served hereunder from Customer to AEP Energy must be in writing and delivered to AEP Energy, Inc., Attn: Legal Department, 225 West Wacker Drive, Suite 600, Chicago, IL 60606 or such other address specified in writing by AEP Energy from time to time as the notice address. Absent proof of actual receipt, notice will be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by overnight mail or courier, on the next business day after it was sent, or (C) if by first class mail, on the fifth (5th) business day after mailing, each as established by business records or any other commercially reasonable evidence.

Customer is responsible for communicating to AEP Energy each change to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) for each Service Location as soon as practicable and in no event later than fifteen (15) calendar days after such change takes effect. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

AEP Energy Contact Information: AEP Energy's (A) mailing address is 225 West Wacker Drive, Suite 600, Chicago, IL 60606; (B) website address is AEPenergy.com; and (C) toll-free telephone number is 866-258-3782 (Mon. - Fri.: 8 a.m. - 7 p.m. (EPT)).

XVII. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to any Service Location, is governed by, and construed and enforced exclusively in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions. Each Party expressly waives its rights as a consumer under any law granting consumers special rights and protections. Any action suit, or proceeding directly or indirectly arising out of, or in connection with, this Agreement (each, an "Action") must be litigated exclusively in any federal court, if it has jurisdiction over the matter, or any state court, if there is no federal jurisdiction, located within the state where any Service Location that is a subject of such Action is located, in the plaintiff Party's sole discretion, and the Parties expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such Actions and covenant not to sue in any other court. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.

Any Action must be brought in the plaintiff or claimant Party's individual capacity and not as a plaintiff, class member, or representative class member in any purported class action, collective action, or representative action or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING. TO THE EXTENT EITHER PARTY IS SO PERMITTED TO PROCEED: (A) THE PREVAILING PARTY IS NOT ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH SUCH ACTION; AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A NAMED REPRESENTATIVE OF ANY PURPORTED CLASS MUST NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH SUCH ACTION. Nothing in this Agreement shall impair Customer's right to make an informal or a formal complaint to the applicable state commission.

XVIII. SEVERABILITY AND WAIVER

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, (A) the remaining provisions will remain in force and not otherwise be affected, and (B) such provision will be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties. The rights and remedies of the Parties under this Agreement and at law are cumulative. No waiver of any breach of this Agreement will operate as a waiver of any other or subsequent breach. No delay, failure, or single or partial exercise by AEP Energy in enforcing any part of this Agreement will be deemed a waiver of or will prejudice any of its rights or remedies hereunder.

XIX. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings, and representations, oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by a duly authorized representative of each Party. No failure to enforce will be deemed to constitute an amendment hereto. The words "include" and "including" are deemed to be followed by the phrase "without limitation." The word "or" is not exclusive. The headings and subheadings contained in this Agreement are used solely for convenience, do not constitute a part of this

Agreement, and must not be used to construe or interpret the provisions of this Agreement. This Agreement must be considered for all purposes as prepared through the joint efforts of the Parties, simply construed according to its fair meaning, and not construed against a Party as a result of the manner in which this Agreement was negotiated, prepared, drafted, or executed. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

XX. REGULATORY DISCLOSURE(S)

AEP Energy is a competitive retail natural gas service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio. Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge. Customer may be charged switching fees by the NGDC.

XXI. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be considered an original, all of which together will constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. Each Party agrees that any Party may execute this Agreement using electronic means, including the use of electronic signatures whether digital or encrypted, by the Parties, which the Parties agree are intended to authenticate such writing and will have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Each Party agrees not to contest, or assert any defense to, the validity, admissibility, or enforceability of either Party's electronic signature on the grounds that such signature is in electronic form or was executed or evidenced by email or other electronic means or an electronic record was used in its formation.

FOR OHIO SMALL COMMERCIAL CUSTOMERS ONLY

If as of the date you sign this Agreement, your account is used for non-residential end use consumption with less than 5,000 Ccf per year at a single location or you have three (3) locations or less, you qualify as a "Small Commercial Customer." As a Small Commercial Customer, the following terms apply to you in addition to, or (as applicable and specified) instead of and will replace, the General Terms and Conditions set forth above in this Agreement:

- You may, without penalty, rescind this Agreement by calling your relevant natural gas distribution company, which shall be specified on Schedule 1 ("NGDC") or by written notice to the NGDC within seven (7) business days following the postmark date on the NGDC's confirmation notice to you of your switching service to AEP Energy. The following are toll-free or local telephone number(s) for each applicable NGDC that you can call to rescind the enrollment:
  Columbia Gas of Ohio: 1-800-344-4077
  Dominion Energy: 1-800-362-7557
  Vectren: 1-800-227-1376
  Duke Energy: 1-800-774-1202
- You acknowledge that if you switch your account back to the NGDC, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the NGDC.
- The second sentence of the second paragraph of Section I (Purchase and Sale of Retail Energy) does not apply to you and shall be replaced with the following:

  AEP Energy reserves the right to reject or not enroll any Service Location that does not meet the preceding criteria, or which consumes more than 5,000 Ccf per year, and return Customer to the previous AEP Energy product, if applicable, with no penalty to AEP Energy.

- The first and second paragraphs of Section V (Term, Renewal, and Effect of Termination) do not apply to you and shall be replaced with the following:

  Not less than forty-five (45) calendar days prior to the then-current expiration date of the Term) and consistent with the applicable PUCO rules, AEP Energy may provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend the relevant Term ("Renewal Term") along with AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the Renewal Term ("Renewal Amendments"). A notice of expiration will be sent between forty-five (45) and ninety (90) calendar days prior to the then-current expiration date of the Term if no Renewal Notice is sent and **this Agreement will automatically renew on a month-to-month holdover basis ("Holdover Term") at a variable price (per Ccf), as determined by AEP Energy and based on the applicable settlement price of the NYMEX Henry Hub Natural Gas futures contracts for delivery during the relevant period (as published by CME Group Inc.), plus an adder of up to $0.500 per Ccf, which adder is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage, and any and all other costs to serve incurred by AEP Energy of every kind and nature and taxes shall be passed through in a commercially reasonable manner to Customer with no additional mark-up and AEP Energy can renew this Agreement without your affirmative consent even with this change in the rate**. Either Party may at any time terminate the Holdover Term and return any Service Location to the NGDC without penalty or prejudice.

  For any Renewal Notice that contains Renewal Amendments with a Renewal Term longer than month-to-month and a Settlement Amount greater than zero dollars ($0), but less than twenty-five dollars ($25), then AEP Energy also will provide a second renewal notice either in writing, by telephone, by notice in your bill, or by email at least thirty-five (35) calendar days prior to the end of the initial Term, consistent with 4901:1-29-10(G)(3) of the Ohio Administrative Code, and **this Agreement shall be automatically renewed for the renewal term with the revised terms and conditions by AEP Energy without your affirmative consent even with this change in the rate and other terms and conditions**, unless you notify AEP Energy in writing rejecting the renewal term on such terms and conditions no later than five (5) business days after receipt of such Renewal Notice or such second renewal notice, as applicable.

  Any Renewal Notice that contains Renewal Amendments with a Renewal Term longer than month-to-month and a Settlement Amount of twenty-five dollars ($25) or greater will require your affirmative consent to any changes pursuant to 4901:1-29-10 of the Ohio Administrative Code, and if such consent is not provided, you will automatically revert to the NGDC unless you choose another CRES provider.
- The last sentence of Section V (Term, Renewal, and Effect of Termination) does not apply to you as a Small Commercial Customer and shall be deleted.

- If, due to a change in market conditions, AEP Energy wishes to lower the Retail Energy Price charged to Customer under this Agreement, AEP Energy may do so without consent provided there are no other changes to the terms and conditions to this contract.
- If you move your account to a location either outside of AEP Energy's service territory or the NGDC's service area, or within the service territory of an incumbent natural gas company that does not permit portability of this Agreement, you may automatically terminate this Agreement without any obligation to pay any Settlement Amount (as defined above). Section VIII (Service Location Closure) does not apply to you as a Small Commercial Customer
- Your represent that you have not failed to discharge or enter into a plan to discharge, all existing arrearages owed to or being billed by the NGDC. Your failure to pay NGDC charges may result in your account being disconnected in accordance with the NGDC tariff and this Agreement with AEP Energy may be automatically terminated, leading to early termination penalties.
- The Events of Default contained in Section VII(A) do not apply to you as a Small Commercial Customer. An Event of Default (as defined above) will only occur when: (1) In the case where AEP Energy bills for its own services, should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangement (at which time, this Agreement may be terminated by AEP Energy on fourteen days' notice and early termination penalties will apply); and (2) in the case where the NGDC bills for the commodity service of AEP Energy, should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangement (at which time, Customer's service may be terminated in accordance with the incumbent NGDC's tariffs and this Agreement will automatically terminate, leading to early termination penalties). This Agreement automatically terminates if AEP Energy returns your Service Location(s) to the NGDC's applicable tariff service; provided that AEP Energy is permitted to terminate the Agreement under the terms and conditions of this Agreement.
- *Consumer Complaints*: If your complaint is not resolved after you have called AEP Energy and/or your NGDC, or for general utility information, as a Small Commercial Customer, you may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. (EPT) weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
- Your account number(s) or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.
- If you voluntarily return to the NGDC after your supply from AEP Energy, you may be charged a price other than the NGDC's applicable tariff rate.

Customer Information		
	Billing Information: ☐ Please send paper invoices.	**Contract Notice Information**: ☐ Same as Billing Information
Address 1:	4160 Springdale Rd Cincinnati, OH 45251 US	
Address 2:		
Attn:		
Telephone:		
Email:	provnoemail@aepenergy.com	

Each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Signature:

Name: Brian P. Whitlatch

Title: Sr. Vice President, Customer Solutions

Customer: <u>Colerain Township</u>

Signature: Jeff Weckbach
Jeff Weckbach (Sep 11, 2024 10:03 EDT)

Name: Jeff Weckbach

Title: Administrator

Schedule 1

Customer: Colerain Township

Date: 9/9/24

Service Location Address(es)	Utility/NGDC	Account Number(s)
3360 W Galbraith Rd Cincinnati, OH 45239-3969	Duke Gas	910118166706Z109659419
4200 Springdale Rd Cincinnati, OH 45251	Duke Gas	910120082144Z110109741
4300 Springdale Rd Cincinnati, OH 45251	Duke Gas	910117116645Z109972792
4160 Springdale Rd Cincinnati, OH 45251	Duke Gas	910117965565Z110490702

9.9.24 Colerain Township Matrix Agreement (OH.NG.Ccf)_

Final Audit Report 2024-09-11

Created:	2024-09-11
By:	Rich Surace (RSurace@energyalliances.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEjsKo7dFJpJ_QZw2x-RyvF99Hb3WNo16

"9.9.24 Colerain Township Matrix Agreement (OH.NG.Ccf)_" History

Document created by Rich Surace (RSurace@energyalliances.com)
2024-09-11 - 1:30:46 PM GMT- IP address: 216.68.203.202

Document emailed to Jeff Weckbach (jweckbach@colerain.org) for signature
2024-09-11 - 1:30:51 PM GMT

Email viewed by Jeff Weckbach (jweckbach@colerain.org)
2024-09-11 - 2:02:15 PM GMT- IP address: 66.161.212.226

Document e-signed by Jeff Weckbach (jweckbach@colerain.org)
Signature Date: 2024-09-11 - 2:03:12 PM GMT - Time Source: server- IP address: 66.161.212.226

Agreement completed.
2024-09-11 - 2:03:12 PM GMT

Adobe Acrobat Sign

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff McElravy, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Engagement Letter- Plattenburg & Associates- 2024 Financial Statement Preparation
Recommend approval of all consent items.

Rationale:
The Township is required to file annual financial statements with the Auditor of State. Preparing the statements requires expertise that the Township does not have in-house. This engagement letter establishes the terms by which Plattenburg will prepare the statements for 2024.

September 10, 2024

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

This letter will confirm the understanding of our engagement to render accounting services to the Colerain Township, (the "Township") for the year ended December 31, 2024. The nature and extent of our respective responsibilities are understood as follows:

1. Plattenburg, CPAs, will assist the Township with preparation of regulatory basis financial statements. Such preparation procedures might include:

    a. Procedures related to the assembling and organizing of information provided by the Township to develop the journal entries and subsidiary records needed to prepare the regulatory basis financial statements,
    b. Procedures related to footnote disclosures,
    c. Development or correction of revenue and/or expenditures coding,
    d. Detailed documentation to support above items,
    e. Such other procedures as deemed necessary by the Township and/or Auditor of State.

2. It shall be the responsibility of the Township to:

    a. Direct the engagement and approve engagement results since such results will be solely the responsibility and representation of the Township,
    b. Provide the information/documentation required to complete the preparation procedures,
    c. Provide detail accounting records according to the timetable of Plattenburg, CPAs, and
    d. Provide assistance with the requested procedures as needed.

3. The fee for this service will not exceed:
    a. $7,800 for December 31, 2024*

        *-this amount includes the fee for filing via the Hinkle Report Filing System required by the Auditor of State and for providing responses to questions during the audit period.

4. Progress billings will be made monthly and will be payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate to cover the additional costs.

5. Additional extended procedures outside the normal scope of this engagement that you may request, if any, will be performed as a separate engagement and covered by a separate agreement. Such work would include, but is not limited to, implementation of new accounting pronouncements, input and submission procedures related to the Auditor of State's ***Hinkle Report Filing System*** and any work related to assistance with accounting details, including fixed assets.

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

Sincerely,

Plattenburg & Associates, Inc.

Plattenburg & Associates, Inc.
Certified Public Accountants

Signature

Jeff Weckbach
Printed Name

Administrator
Title

9/10/24
Date

CONSENT ITEMS

Department:	Administration
Department Director:	Jeff Weckbach, Township Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Contract - HCC Life Insurance - Stop Loss Insurance - $0
Recommend approval of all consent items.

Rationale:
The attached agreement is for our stop loss insurance. This is for zero dollars and confirms there are no changes to the policy.

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SUPPLEMENTAL ENDORSEMENT

Policy Number: HCL41438 Endorsement Number: 2

Policyholder: Colerain Township

Effective Date of Endorsement: 08/01/2024

You and We agree that the above Policy is amended as follows:

The intent of this Endorsement is to amend the Policy to incorporate the Experimental and Investigative, the Medically Necessary and the Reasonable and Customary Charge (or similarly titled) definitions and provisions of the Plan Document that we have received and underwritten.

Therefore, notwithstanding any other provision of the Policy or Endorsement thereto, You and We agree that the Policy is amended as follows:

The Policy will defer to the same or similarly titled definitions contained within Your Plan Document;

1. EXPERIMENTAL OR INVESTIGATIVE, and
2. MEDICALLY NECESSARY, and
3. REASONABLE AND CUSTOMARY CHARGE.

We reserve the right to withdraw this Endorsement immediately upon written notice to You if:

1. You fail to provide to Us a copy of your current Plan Document within 30 days of the effective date of the Policy.
2. You amend or edit Your Plan Document to the extent that Our risk under this Endorsement is affected, or
3. You submit to Us any stop loss reimbursement claim where benefits were paid reliant upon the use of a discretionary clause or similar provision contained in Your Plan Document, or
4. You submit to Us any stop loss reimbursement claim where benefits were paid using the terms and conditions of any document other than Your Plan Document (e.g. an employee handbook) that has not already been provided to Us, reviewed and underwritten, or upon the guidance or advice of any third party (e.g. Your Claims Administrator).

For the purposes of identifying Plan Benefits that are eligible for reimbursement, all conflicts between the Policy and Your Plan Document, if any, shall be resolved in accordance with the terms and conditions of the Plan Document. All remaining terms and conditions in the Policy shall remain in full force and effect.

This Endorsement does not constitute a guarantee that any benefit paid by Your Claims Administrator will be reimbursable under the Policy. To be eligible under the Policy, benefits must be accurately adjudicated, paid appropriately and still adhere to the requirements of Your Plan Document (or other supporting documents provided in conjunction).

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SUPPLEMENTAL ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Colerain Township
Full Legal Name of Applicant/Policyholder

9/18/24
Signed At / Date Signed

Jeff Weckbach
Officer/Partner Signature (print name)

Witnessed (Licensed Agent) Signature

FOR HCC LIFE INSURANCE COMPANY USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this ________ day of ____________________________, 20 _______

By: ____

Title: ______________________________________